THE CITY COUNCIL OF WATERLOO, IOWA
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, May 18, 2026
5:30 PM

CITY OF WATERLOO
COMMUNITY VISION PLAN

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

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

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

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

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

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

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

Roll Call.

Prayer or Moment of Silence.

Pledge of Allegiance, Mayor Dave Bosen

Approval of Agenda as proposed or amended.

Approval of Minutes of the May 4, 2026, Regular Council Session, as proposed or amended.

CONSENT AGENDA

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

items. 1-4A-16(A)(8).

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 preliminary plans, specifications, form of contract, etc., setting date of bid opening as June 11, 2026, and date of public hearing as July 6, 2026, in conjunction with Asbestos Abatement Services, Contract AB-2026-05-01P (54 Lane Street), and instruct the City Clerk to publish notice.

3. Resolution approving the request by Elvir Begic for tax exemptions on the construction of a new single family house valued at $700,000.00, for property located at 1837 Red Tail Drive and located in the City Limits Urban Revitalization Area (CLURA).

4. Resolution approving the request by Deborah J. Lage for tax exemptions on the construction of a new duplex valued at $329,900.00, for property located at 4172 Mystic Drive and located in the City Limits Urban Revitalization Area (CLURA).

5. Resolution approving request of Christina Carr for a waiver for a concrete driveway, located at 2245 Byron Avenue, with the elimination of the sidewalk section due to inability to meet grade requirements.

6. Resolution approving award of bid to JQ Construction, of Waterloo, Iowa, in the amount of $23,654.00, approving the contract, bond and certificate of insurance, in conjunction with the FY 2026 1600 Blk Bertch Avenue Sanitary Sewer Repair, Contract No. 1160, and authorizing the Mayor and City Clerk to execute said document.

7. Resolution authorizing the Mayor's appointment of Noel Anderson and Aric Schroeder as designated voting alternate, to the Black Hawk County Metropolitan Area Transportation Policy Board for a term of one year.

8. Resolution approving Experience Waterloo Board recommendation for funding FY2027 Quarters 1 and 2 Hotel-Motel Tax Grants.

9. Resolution denying the award of hotel/motel tax council discretionary funds to Iowa Jobs for America’s Graduates in the amount of $25,000.00, based on hotel motel tax program criteria.

10. Motion to approve Change Order No. 1 with JQ Construction, LLC, of Waterloo, Iowa, for a net increase of $23,020.00, in conjunction with the FY 2026 1600 Blk Bertch Avenue Sanitary Sewer Repair, Contract No. 1160, and authorizing the Mayor and City Clerk to execute said document.

11. Motion to approve Change Order No. 4 with Peters Construction Corporation of Waterloo, Iowa, for a total increase of $8,846.84, in conjunction with the FY 2024 Byrnes Aquatic Center, Contract No. 1077, and authorizing the Mayor to execute said document.

12. Motion to approve Application for Fireworks Display: My Waterloo Days, June 6, 2026, Top floor parking ramp, Park Avenue, beginning at 9:45 p.m.

13. Motion to approve Application for Fireworks Display: July 4th Party, July 4, 2026, Sunnyside

Golf, beginning at 9:45 p.m.

14. Communication from the Waste Management Department on the notice of the conclusion of employment of Todd Gaede, Storm Sewer Maintenance, effective April 10, 2026, with recommendation of approval of payout of $5,543.91 for unused benefits.

15. Communication from the Waste Management Department on the notice of the conclusion of employment of Michael Smock, Waste Water Operator, effective April 8, 2026, with recommendation of approval of payout of $689.50 for unused benefits.

16. Communication from the Library Department on the notice of the conclusion of employment of Sheryl McGovern, Interim Library Director, effective April, 20, 2026, with recommendation of approval of payout of $6,150.00 for unused benefits.

17. Communication from the Fire Department on the notice of the conclusion of employment of Bart Samuelson, Fire Lieutenant, effective April 8, 2026, with recommendation of approval of payout of $8,993.11 for unused benefits.

18. Motion to receive and file Grout Museum funding report for April 2026.

19. Motion to receive and file Board of Adjustment minutes of March 24, 2026.

20. Liquor Licenses
    Amigos Mexican Restaurant, 1415 San Marnan Drive, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp:3/2/2027.
    Anton's Garden, 518 Sycamore, Class C w/Outdoor Service and Sunday Sales, (Renewal), Exp:3/26/2027.
    Behar Bar, 312 W. 4th Street, Class C w/Outdoor Service and Sunday Sales, (Renewal), Exp:4/30/2027.
    Bootleggers Kitchen and Bar, 310 E. 4th Street, Class C w/Sunday Sales, (Renewal), Exp:3/31/2027.
    Cedar Skyline Corp. DBA Lincoln Park, 401 E. 4th Street, Class C Retail Alcohol - 5 Day Special Event, (New) Exp:5/22/2026.
    Cedar Skyline Corp. DBA Lincoln Park, 401 E. 4th Street, Class C Retail Alcohol - 5 Day Special Event, (New) Exp:6/12/2026.
    Cedar Skyline Corp. DBA Lincoln Park, 401 E. 4th Street, Class C Retail Alcohol - 5 Day Special Event, (New) Exp:7/17/2026.
    Cedar Skyline Corp. DBA Lincoln Park, 401 E. 4th Street, Class C Retail Alcohol - 5 Day Special Event, (New) Exp:8/7/2026.
    Cedar Skyline Corp. DBA Lincoln Park, 401 E. 4th Street, Class C Retail Alcohol - 5 Day Special Event, (New) Exp:8/21/2026.
    Logan Avenue Convenience Store, 735 Logan Avenue, Class C w/Sunday Sales, (Renewal) Exp:3/14/2026.
    Lost Island Theme Park, 2600 E. Shaulis Road, Class C w/Sunday Service, (New) Exp:05/10/2027.
    Lost Island Water Park, 2225 E. Shaulis Road, Class C w/Sunday Sales, (New) Exp:04/30/2027.
    Prime Mart #3, 1008 LaPorte Road, Class E w/Sunday Sales, (Renewal), Exp:6/12/2027.
    Red Carpet Golf, 1409 Newell Street, Class C w/Outdoor Service and Sunday Sales (Modify Privileges) Exp:04/12/2027.
    Riverloop Expo Plaza, 327 W. 3rd Street, Class C (Temporary Unlicense), Exp:7/2/2026.

Tokyo Japanese Steakhouse, Inc., Class C, w/Outdoor Service & Sunday Sales (Renewal) Exp:2/13/2027.
Waterloo Convention and Visitors Bureau, Lincoln Park, 401 E. 4th Street, Class E - 5 Day Special Event, (New) Exp:6/8/2026.

21. **Cigarette/Tobacco/Nicotine/Vapor Permits**
Dollar General #30840, 4803 Sergeant Road (Retail Tobacco)
Greenleaf Tobacco & Vape, 2313 Logan Avenue (Device Permit)
Kwik Stop #4, 515 Broadway Street (Retail Tobacco)
Kwik Stop #4, 515 Broadway Street (Device Permit)
Neighborhood Mart, 2100 Lafayette Street, (Retail Tobacco)
New Star Liquor, 1625 W. 4th Street (Retail Tobacco)
Prime Mart 1, 3535 Marigold Drive (Retail Tobacco)
Prime Mart 3, 1008 LaPorte Road (Retail Tobacco)
Walgreens #7455, 111 W. Ridgeway Avenue (Retail Tobacco)
XO Food & Liquor, 428 Franklin Street (Retail Tobacco)
XO Food & Liquor, 428 Franklin Street (Device Permit)

22. Bonds.

PUBLIC HEARINGS

1. **FYE 2026 Budget Amendment (2).**

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 FYE 2026 Budget Amendment.

Submitted by: Bridgett Wood, Finance Director

2. **Runway 18/36 Rehabilitation Outside Runway 12/30 Safety Area, FAA AIP Project No. 3-19-0094-060.**

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

Submitted by: Sheila Combs, Airport Business Manager

3. **Sale and conveyance of 7,507 square-feet of City-owned property, located north of 2123 Commercial Street, to R&M Metals Properties, LLC, in the amount of $500.00.**

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 authorizing the sale and conveyance of 7,507 square-feet of City-owned property, located north of 2123 Commercial Street, to R&M Metals Properties, LLC, in the amount of $500.00, and authorizing the Mayor and City Clerk to execute said documents.

Submitted by: Noel Anderson, Community Planning and Development Director

4. **Issuance of not to exceed $6,000,00.00 GO Bonds (2026A) for essential corporate purposes.**

   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 instituting proceedings to take additional action.

   Submitted by: Bridgett Wood, Finance Director

5. **FY 2027 Sidewalk Inspection and Repair Program – Zone 5B.**

   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 authorizing proposed repairs to sidewalk.
   Resolution adopting Proposed Resolution of Necessity, as proposed or amended.

   Submitted by: Jamie Knutson, City Engineer

RESOLUTIONS

1. Resolution approving the Easement Agreement and dedication of a railroad easement by the City of Waterloo on City-owned property, located west of 3105 Airport Boulevard and north of the Canadian National Railroad, and authorizing the Mayor and City Clerk to execute said documents.

   Submitted by: Noel Anderson, Community Planning and Development Director

2. Resolution approving an Assignment and Assumption of Development and Minimum Assessment Agreement with ET Enterprises Corporation, originally executed January 20, 2026, to change the name of the company to St. John's Development, LLC, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

3. Resolution approving a Development Agreement with New Era Rentals, LLC, for the rehabilitation of the home at 1303 W. 4th Street located in the Church Row Neighborhood, including a grant of $7,500.00, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

4. Resolution approving an Amendment to Development Agreement with Cedar River Renaissance LLC, dated August 5, 2024, to amend the timeline of the project for 203 and 207 Lafayette Street, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

5. Resolution approving a Development Agreement and Minimum Assessment Agreement with E&A Properties, LLC, in the amount of $475,510.00, including a $43,000.00 acquisition reimbursement payment, and CURA tax abatement, for the construction of a new 10,000

square foot commercial building located west of 1825 Jefferson Street, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

6. Resolution approving the acceptance of a Donation of Real Property Agreement with Iowa Heartland Habitat for Humanity, for property located west of 406 Almond Street, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

7. Resolution approving an Acquisition Contract and accepting a deed to sell real property to the City of Waterloo, from Jonathan Swarts a/k/a Jonathon Swartz, in the amount of $60,000.00, for property located at 1708 and 1716 Lafayette Street and the lot between, and authorizing the Mayor and City Clerk to execute said documents.

   Submitted by: Noel Anderson, Community Planning and Development Director

8. Resolution approving a request for an Encroachment Agreement with Ryan Meyers to allow for the replacement of an existing fence in the Greenhill Road Right-of-Way in the “R-2” One and Two Family Residence District located in the rear of 343 to 349 Norris Court, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

9. Resolution approving a Temporary Easement Agreement with Crystal Distribution Services, Inc., located at 1656 Sycamore Street, in conjunction with asbestos abatement of the former Rath Packing Company buildings, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

10. Resolution approving a Letter of Intent and License Agreement with McDonald's USA, LLC, for property located in the 100 block of Commercial Street between W. 1st Street and W. Mullan Avenue, and authorizing the Mayor to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

11. Resolution approving submission of an Intended Use Plan and Facility Plan to the Iowa Department of Natural Resources for the Airline Highway Lift Station, Force Main, and Sanitary Sewer Project, and authorizing the Public Works Director and the Mayor to execute said documents.

    Submitted by: Randy Bennett, Public Works Division Manager

12. Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in an amount not to exceed $112,600.00 for the Eastside Interceptor - FY 2026 Emergency Sanitary Sewer Repair at Dead End of Nevada Street Project, and authorizing the Mayor to execute said document.

    Submitted by: Randy Bennett, Public Works Division Manager

13. Resolution approving a contract with Peterson Contractors, Inc., of Reinbeck, Iowa, in conjunction with the Eastside Interceptor - FY26 Emergency Sanitary Sewer Repair at Dead

End of Nevada Street Project, Contract No. 1159, and authorizing the Mayor to execute said documents.

Submitted by: Randy Bennett, Public Works Division Manager

14. Resolution approving an Iowa Department of Transportation Federal-Aid Agreement for Transportation Alternatives Program (TAP) Project funds, in conjunction with the FY 2026 Cedar Prairie Trail Replacement Project - Dewitt Road to Ridgeway Avenue (Cedar Falls), Contract No. 1142, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Jamie Knutson, City Engineer

15. Resolution approving a Renewal Agreement with Delta Dental for fees associated with administration, in the amount of $39,529.00, and authorizing the the Human Resource Director to execute said document.

    Submitted by: Lance Dunn, Human Resources Director

16. Resolution approving a Renewal Agreement with Wellmark Blue Cross Blue Shield for fees associated with administration, network access, and stop loss, and authorizing the Human Resource Director to execute said document.

    Submitted by: Lance Dunn, Human Resources Director

17. Resolution approving changes to the Employee Handbook Purchasing Policy for Expenditure Pre-Authorizations and Bidding or Quoting, effective May 19, 2026.

    Submitted by: Bridgett Wood, Finance Director

18. Resolution directing the advertisement for sale of $10,300,000.00* (Subject to adjustment per terms of offering) General Obligation Bonds, Series 2026B, and approving electronic bidding procedures and distribution of preliminary official statement.

    Submitted by: Bridgett Wood, Finance Director

19. Resolution directing the advertisement for sale of $1,700,000.00* (Subject to adjustment per terms of offering) Taxable General Obligation Bonds, Series 2026C, and approving electronic bidding procedures and distribution of preliminary official statement.

    Submitted by: Bridgett Wood, Finance Director

ORDINANCES

1. **An ordinance amending Title 8, Public Utilities, Chapter 3, Sewer Regulations, Article A, User Charges and Fees of Section 2, Determination of Rates and Charges, to Increase Sewer Rates.**

    Motion to receive, file and consider and pass for the first time an ordinance amending Title 8, Public Utilities, Chapter 3, Sewer Regulations, Article A, User Charges and Fees of Section 2, Determination of Rates and Charges.
    Motion to suspend the rules.
    Motion to consider and pass for the second and third times and adopt the ordinance.

    Submitted by: Bridgett Wood, Finance Director

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.

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

May 4, 2026

The City Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 PM, on Monday, May 4, 2026.

Pre-Meeting Items

Roll Call.

Mayor Dave Boesen in the Chair. Mr. Schmitt, Mr. Morrow, Ms. Creighton-Smith (via Zoom), Ms. Berry, Mr. Salamanca, Mr. Martin and Mr. Simon.

Prayer or Moment of Silence.

Pledge of Allegiance, Kelly Martin, At-Large Council Member.

Approval of Agenda as proposed or amended.

Simon/Schmitt
that the agenda as amended with the removal of items 14, 15, and 16, be approved. Voice vote-Ayes: Seven. Motion carried.

Approval of Minutes of the April 10, 2026, Council Special Session and the April 20, 2026, Council Regular Session as proposed or amended.

Simon/Schmitt
that the minutes of the April 10, 2026, Council Special Session, and the April 20, 2026, Council Regular Session, be approved as presented. Voice vote-Ayes: Seven. Motion carried.

CONSENT AGENDA

Simon/Martin
that the following items on the consent agenda be received and placed on file, including the payment of bills for April 27, 2026, in the amount of $2,868,420.47 and May 4, 2026, in the amount of $3,920,628.00, be received and placed on file. Roll Call vote-Ayes: Seven. Motion carried.

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

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-226.

Resolution approving the request by George Cooley, for tax exemptions on the construction of a new commercial building valued at $1,347,547.00, for property located at 814 South Street, and located in the Consolidated Urban Revitalization Area (CURA).

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-227.

Resolution approving the request by Liviu Degeratu for tax exemptions on the construction of a new single-family home valued at $459,900.00, for property located at 128 Paradise Boulevard, and located in the City Limits Urban Revitalization Area (CLURA).

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-228.

Resolution approving the request of Ryan Stuber for a waiver for a concrete driveway, located at 208 Frederic Avenue, with the elimination of the sidewalk section due to inability to meet grade requirements.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-229.

Resolution approving the request of Kurt Frank for a waiver for a concrete driveway, located at 409 Belle Street, and authorizing the construction of a concrete driveway and placing a driveway or sidewalk on the city right-of-way on an unimproved street.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-230.

Resolution approving a request to certify assessments for unpaid snow, weed mowing and lot clean-ups, for payments dated March 1, 2025, to January 1, 2026, in the amount of $17,712.56, for properties listed on attached exhibit "A."

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-231.

Resolution approving cancellation of assessment for property located at 1419 W. 4th Street, Parcel, ID 891326358001, in the amount of $94.75, and authorizing the City Clerk to notify Black Hawk County Treasurer of said cancellation.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-232.

Resolution setting date of public hearing as May 18, 2025, for an amendment to the FYE 2026 Budget, and instruct the City Clerk to publish notice.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-233.

Resolution setting the date of public hearing as May 18, 2026, for the sale and conveyance of 7,507 square-feet of city-owned property, located to the north of 2123 Commercial Street, to R&M Metals Properties, LLC, in the amount of $500.00, and authorizing the City Clerk to publish notice.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-234.

Resolution setting date of public hearing as May 18, 2026, on the proposition of the issuance of not to exceed $6,000,000.00 General Obligation Bonds (2026A) for essential corporate purposes, and instruct the City Clerk to publish notice.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-235.

Resolution in support of an application by Eastside Development Partners, LLC, for the Iowa Brownfield Redevelopment Tax Credit application to the Iowa Economic Development Authority, to construct thirty-one new residential units in the Franklin Gateway Neighborhood, including a $155,000.00 infill grant incentive.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-236.

Resolution in support of an application by Eastside Development Partners, LLC, for the Iowa Workforce Housing Tax Credit Program application to the Iowa Economic Development Authority, to construct thirty-one new residential units in the Franklin Gateway Neighborhood, including a $155,000.00 infill grant incentive.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-237.

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by K & W Electric, Inc., of Cedar Falls, Iowa in the amount of $204,587.00, in conjunction with the Terminal Security Upgrades-Access Control System Project, CSVI Project No. 9I240ALO200 / 9I250ALO200.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-238.

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by K & W Electric, Inc., of Cedar Falls, Iowa in the amount of $119,494.00, in conjunction with the Terminal Security Upgrades-CCTV Project, CSVI Project No. 9I240ALO200 / 9I250ALO200.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-239.

Motion to approve Change Order No. CR-2026-0046 with Entrust Solutions Group, of Lisle, Illinois, in the amount of $34,961.74, in conjunction with the Fiber Backbone Project, and authorizing the Mayor to execute said document.

Motion to approve Change Order No. CR-2026-0047 with Entrust Solutions Group, of Lisle, Illinois, in the amount of $73,885.18, in conjunction with the Fiber Backbone Project, and authorizing the Mayor to execute said document.

Motion to approve the hiring of **Travis Nichols** from the current Civil Service List to the position of Park Superintendent in the Leisure Services, effective May 5, 2026.

Motion to approve the hiring of **Jake Schaefer** from the current Civil Service List to the position of Assistant Young Arena Manager in Leisure Services, effective May 25, 2026.

Motion approving the hiring of **Shelly Frein** to the position of Executive Secretary for the Mayor, effective May 11, 2026.

Communication from the Sanitation Department on the notice of the conclusion of employment of Ulanda Spates, Solid Waste Technician, effective April 6, 2026, with recommendation of approval of payout of $9,177.95 for unused benefits.

Motion to receive and file Grout Museum funding reports of March 2026.

Motion to receive and file Airport Board minutes of February 18, 2026.

Motion to receive and file Leisure Services Commission minutes of March 2026.

Motion to receive and file Planning, Programming, and Zoning Commission minutes of March 2026.

Motion to receive and file Historic Preservation Commission minutes of March 2026.

Liquor Licenses

Brown Bottle, 209 W. 5th Street, Class C w/Sunday Sales (Ownership Update) 11/21/2026.
Casey's General Store #3880, 1900 W. Ridgeway Avenue Class E w/Sunday Sales (Renewal) 01/31/2027.
Golden China Restaurant, 106 Brookeridge Drive, Class C w/Sunday Sales (Renewal) 02/28/2027.
Grout Museum, 503 South Street, Class C w/Sunday Sales (Ownership Update) 02/23/2027.
Half Pint Saloon, 1831 Independence Avenue, Class C w/Outside Service and Sunday Sales (Renewal) 04/18/2027.
La Cava, 126 E. Ridgeway Avenue, Class C w/Outside Service and Sunday Sales (Privilege Updates) 01/31/2027.
Laid Back Social Club, 501 Independence Avenue, Class C w/Sunday Sales (Renewal) 02/21/2027.
Lustre Event Venue, 620 Commercial Street, Class C w/Sunday Sales (Renewal) 04/15/2027.
Metro Mart #1, 2332 Falls Avenue, Class C w/Sunday Sales (Ownership Update) 07/06/2026.
Metro Mart #4, 3201 W. 4th Street, Class C w/Sunday Sales (Ownership Update) 06/30/2026.
SAC'S Neighborhood Pub, 2000 Hawthorne Avenue, Class C w/Outdoor Service and Sunday

sales (Renewal) 01/31.2026.
Waterloo Ball Club-Bucks, 850 Park Road, Class C w/Outdoor Service and Sunday Sales (New) 11/26/2026.
Waterloo Black Hawks Hockey, LLC, 125 Commercial Street Class C w/Sunday Sales (Premises Updates) 11/15/2026.

Cigarette/Tobacco/Nicotine/Vapor Permits
Isle Casino Hotel Waterloo, 777 Isle of Capri Boulevard (Retail Tobacco)
Jim's Food, 437 Sullivan Avenue, (Retail Tobacco)

Bonds.

PUBLIC HEARINGS

Street Department Asphalt Emulsions Seal Coat Program.

Schmitt/Martin
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

Schmitt/Martin
to close the hearing. Voice vote-Ayes: Seven. Motion carried.

Schmitt/Martin
Resolution confirming approval of specifications, bid documents, form of contract, etc., and authorizing to proceed. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-240.

Schmitt/Martin
to receive, file, and instruct the City Clerk to read the bids. Voice vote-Ayes: Seven. Motion carried.

Bituminous Materials & Supply, Des Moines, IA
Product - CRS-2P, Quantity - 60,000 Gallons, Unit Price - $3.20, Total Bid - $192,000.
Product - CSS-1 Dilute/4:1, Quantity - 38,000 Gallons, Unit Price - $1.80, Total Bid - $68,400.

Resolution approving award of bid to Bituminous Materials & Supply of Des Moines, Iowa in the amount of $260,400.00, approving the contract, bonds, and certificate of insurance, in conjunction with the Street Department Asphalt Emulsions Seal Coat Program, and authorizing the Mayor and City Clerk to execute said documents. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-241.

Amendment to the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan, to update projects and project budgets to be included in the Plan.

Martin/Schmitt
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

David Dreyer, 3145 W. 4th Street, requested an overview of where the blighted areas are located.

Noel Anderson, Community Planning and Development Director, shared that there is a map of the locations in the TIF District map available on the city website.

Martin/Schmitt
to close hearing and receive and file oral comments. Voice vote-Ayes: Seven. Motion carried.

Resolution affirming previous determination of an area of the City to be an area of slum and blight and an economic development area, determining that the development or redevelopment of said area is necessary in the interest of the public health, safety or welfare, designating said area as appropriate for an urban renewal project, and approving the plan amendment. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-242.

Request by the City of Waterloo on behalf of the Iowa National Guard for a Site Plan Amendment to construct a 25,000 square-foot building in the “M-2,P” Planned Industrial District located north of 3106 Airport Boulevard.

Morrow/Schmitt
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

Morrow/Schmitt
to close public hearing and receive and file recommendation of approval of the Planning, Programming and Zoning Commission. Voice vote-Ayes: Seven. Motion carried.

Morrow/Schmitt
to receive, file, consider and pass for the first time an Ordinance amendment to Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by the City of Waterloo on behalf of the Iowa National Guard for a Site Plan Amendment to construct a 25,000 square-foot building in the “M-2,P” Planned Industrial District located north of 3106 Airport Boulevard. Roll Call vote-Ayes: Seven. Motion carried.

Morrow/Schmitt
to suspend the rules. Roll Call vote-Ayes: Seven. Motion carried.

Mr. Schmitt requested an explanation of timeliness and the pace of the project moving forward.

Noel Anderson, Community Planning and Development Director, shared that the city has had a long-term lease agreement with the National Guard for a portion of this lot going back to 2000 in anticipation of this project moving ahead. He further shared that they are looking forward to beginning construction.

Morrow/Schmitt
to consider and pass for the second and third times and adopt the ordinance. Roll Call vote-Ayes: Seven. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5835.

RESOLUTIONS

Resolution approving Amendment No. 3 to a Professional Services Agreement with INVISION Architecture, for an increase of $380,000.00 for the renovation of 100 E. 4th Street for the new Waterloo City Hall, and authorizing the Mayor to execute said document.

Simon/Berry
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-243.

Beverly Cosby, 315 Wendell Ct., commented that she worked at 620 Mulberry Street and shared that the conditions are not great, and it needs an abundance of repairs. She asked that the city council approve the resolution so that the project can continue to move forward.

Mr. Morrow asked what work had been done to this point on the project to the dollar amount of $380,000, and what activities were needed to be followed in order to complete the project.

Kate Payne, Invision Architecture, shared that the schematic design is complete, the design development is complete and that fifty percent of the work on the construction document phase is complete, but not yet billed. No work has been completed in the bidding and negotiation phase or the construction administration phase. She further that it is difficult to separate the work completed in the original amendment from that of the $380,000 amendment, because the design is based on the scope of work and not something by amendments. She shared that the first two amendments were done by other consultants completely outside their scope.

Mr. Morrow clarified that he is asking what work has been completed out of the $380,000, and if there is an estimate of what has been spent of that amount to date.

Kate Payne explained that the design work is divided by percentages of the total cost, and without a breakdown in front of her, she would only be able to provide her best estimation on the various phases with an approximation in percentages.

Mr. Morrow requested confirmation that a good estimate of completion would be approximately sixty-seven percent.

Kate Payne confirmed.

Ms. Creighton-Smith began to share the breakdown she found in the documents provided to the council. However, the zoom connection was lost.

Mr. Schmitt requested to find out how much moving the Police Department is adding to the project.

Kate Payne explained that the estimate on the structural enhancement needed to accommodate the Police Department is roughly $900,000. The Storm Shelter is about the same amount.

Mr. Schmitt questioned if there are any other known things that have come up that would increase the cost.

Kate Payne commented that she was unaware of anything, but shared that the square foot cost of the renovation would go down without the police department.

Mr. Martin questioned if the construction cost will be impacted in the future due to economic circumstances.

Kate Payne commented that it would be a relatively accurate assumption.

Morrow/Schmitt
to amend by striking $380,000 and inserting $254,600.

The council members discussed the proposed motion to change the dollar amount in the amendment.

Mr. Morrow withdrew his motion.

Mr. Salamanca questioned if there is a policy to ensure this would never happen again.

Noel Anderson, Community, Planning and Development Director, commented that it is just the normal policy that the council must approve.

Ms. Berry questioned how ready the building would be if the police were left out of the process.

Kate Payne explained that the top floors are good. The downstairs could be left as they are until a decision is made on how to use them.

Mr. Simon thanked Kate Payne for answering all the questions.

Resolution accepting and approving a Donation Agreement and approving a Warranty Deed to convey real property to the City of Waterloo for a partial right-of-way acquisition with Keith D. Smith and Catherine A. Smith, for the property located at 2130 Casper Avenue, in conjunction with the Fairway Lane Reconstruction Project, 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. 2026-244.

Resolution accepting and approving a Donation Agreement and approving a Warranty Deed to convey real property to the City of Waterloo for a partial right-of-way acquisition with Cooley and Cooley Real Estate, LC, for the property located at 254-256 Upland Drive and 2265-2267 Fairway Lane, in conjunction with the Fairway Lane Reconstruction Project; 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. 2026-245.

Resolution approving a Temporary Easement Agreement in the amount of $988.00 with Prime RE 2, LLC, located at 2039 Crossroads Boulevard, in conjunction with the La Porte Road Phase III Reconstruction Project, 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. 2026-246.

Resolution approving a Permanent Easement Agreement with XL Colt Farms, LLC, located at 1680 Blue Wing Drive, 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. 2026-247.

Resolution approving a Temporary Easement Agreement with BJKTJEA, LLC, located at 1799 Ansborough Avenue, 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. 2026-248.

Resolution approving a Temporary Easement Agreement with Kristin A. Swarts, f/k/a Kristin A. McElderry, located at 307 Upland Drive, 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. 2026-249.

Resolution approving a Development Agreement with Mee Meh and Boreh Shine, for the construction of one single-family home, on an infill lot located at 702 W. 4th Street, including an infill grant of $7,500.00 upon substantial completion, and authorizing the Mayor and City Clerk to execute said document.

Simon/Martin
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-250.

Odell Sallis, 2613 Idaho Street, commented that the dollar amount of the infill grant is higher than the $5,000 in earlier Development Agreements. He asked the council to take a look at increasing the grant to spark further development in other locations in the community.

Resolution approving request by Snyder Associates on behalf of Robson Homes, Inc. for the Preliminary Plat of Prairie Meadow Estates Second Addition, a 41-lot residential subdivision in

the "R-3,R-P" Planned Residence District located east of Mystic Drive with extensions of Grindstone Circle and Mourning Dove Drive.

Simon/Martin
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-251.

Resolution approving a variance to Section 582 of the Traffic Code to lift the truck embargo on E. Donald Street from Logan Avenue to the east city limits, from May 25, 2026, until September 7, 2026, for the cooperative project with Black Hawk County for the asphalt overlay of E. Donald Street.

Salamanca/Martin
Roll Call vote-Ayes: Five. Nays: Two (Salamanca, Martin). Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-252.

LaTonya Graves, 607 E. Donald Street, questioned what will happen with the lifting of the truck embargo.

Wayne Castle, Assistant City Engineer, said the county is looking to overlay from Sage Road eastward and wants to use that portion of Donald Street to get asphalt to the site. Currently, during construction season, trucks can drive that roadway until Memorial Day. After Labor Day the embargo will be lifted.

Ms. Berry questioned why the trucks were making homes shake.

Wayne Castle commented he is unable to answer that question with any certainty, adding that there are many things that could be the cause.

Rob Duncan, Chief of Police, commented that he could place the trailer camera or have a squad car sit there as well.

Ms. Creighton-Smith questioned if there was an alternate route the trucks could travel.

Wayne Castle commented that there could be, but it would involve gravel roads and the county would need to weigh in.

Resolution approving Supplemental Agreement No. 2, to a RISE Agreement with the Iowa Department of Transportation, originally executed April 7, 2025, in conjunction with the FY 2026 Dakota Drive Extension, Contract No. 1129, and authorizing the Mayor and City Clerk to execute said document.

Salamanca/Martin
Roll Call vote-Ayes: Five. Nays: Two (Salamanca, Martin). Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-253.

Resolution approving Supplemental Agreement No. 9 with Stanley Consultants, Inc., of Des Moines, Iowa, in the amount of $190,620.00, in conjunction with the FY 2022 11th Street and Park Avenue Bridge Replacements Project, Contract No. 1013, and authorizing the Mayor to execute said document.

Salamanca/Martin
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-254.

David Dreyer, 3145 W. 4th Street, requested an overview of the project.

Wayne Castle, Assistant City Engineer, explained that there is not much left in the project. However, there is quite a bit of project closeout that has to be completed before the end of September. He shared that this would be covered by our liquidated damages.

Mayor Boesen explained liquidated damages.

Mr. Simon questioned how confident Wayne was that the liquidated damages were going to cover the cost.

Wayne Castle confirmed that he is very confident.

Resolution approving support for the Black Hawk County Soil and Water Conservation District's proposed expansion of their existing Dry Run Creek Watershed Improvement Project into the city of Waterloo.

Schmitt/Simon
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-255.

Jeri Thornberry, Chair of the Black Hawk Soil and Water Conservation District, provided a brief overview of the project and asked for the council's support.

Resolution directing the acceptance of a Proposal to Purchase $3,500,000.00 Sewer Revenue Capital Loan Notes, Series 2026A.

This item was removed by amendment.

Resolution appointing Paying Agent, Note Registrar, and Transfer Agent, approving the Paying Agent, Note Registrar, and Transfer Agent Agreement and authorizing the execution of the agreement.

This item was removed by amendment.

Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Sewer Revenue Capital Loan Note and providing for a method of payment of the Notes and approval of the Tax Exemption Certificate.

This item was removed by amendment.

Resolution approving a Professional Services Agreement with AECOM, Waterloo, Iowa, in the amount of $290,000.00, for completing an application and applying for a BRIC Grant for the reconstruction of Dry Run Arch from the Cedar River to Washington Street, and authorizing the Mayor and City Clerk to execute said document.

Schmitt/Simon
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor

assigned No. 2026-256.

Mr. Morrow shared that he supports the reconstruction project but does not support the conversion of the streets.

Michelle Sweeney, AECOM, provided an overview of the grant and shared that this grant is specifically tied to just the Arch and is separate from the street conversion project.

ORDINANCES

Amendment to the City of Waterloo Zoning Ordinance No. 5079 to update terms and regulations as they apply to hobby farms, farm animals, tobacco and vape shops, and other changes.

Morrow/Simon
to receive, file, consider and pass for the third time and adopt an ordinance amending the City of Waterloo Zoning Ordinance No. 5079 to update terms and regulations as they apply to hobby farms, farm animals, tobacco and vape shops, and other changes. Roll Call vote-Ayes: Six. Nays: One (Schmitt). Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5836.

Ed Olthoff, 1225 Downing, questioned how the square footage is determined for keeping certain types of animals. He questioned what types of animals people are keeping that have permits. He thanked the individuals that worked on the ordinance for their time but asked the council to throw out the ordinance and allow consideration for having a rabbit or chicken.

Jake Olthoff, 1332 Knoll Avenue, asked the council to vote down the ordinance changes to allow for more time to work on a compromise.

Mr. Salamanca questioned why the second option previously discussed is not on the agenda.

Aric Schroeder, City Planner, provided an explanation.

OTHER COUNCIL BUSINESS

Resolution extending a moratorium on the issuance of new tobacco permits in the City of Waterloo, Black Hawk County, Iowa until August 15, 2026.

Simon/Martin
Roll Call vote-Nays: Seven. Motion failed. Mayor assigned No. 2026-257.

Resolution extending a moratorium on the issuance of a special permit or variance for hobby farms in the City of Waterloo, Black Hawk County, Iowa until September 15, 2026.

Simon/Martin
Roll Call vote-Ayes: Nays: Seven. Motion failed. Mayor assigned No. 2026-258.

PUBLIC COMMENTS

The following individuals spoke on various topics:

Bryan Burton, 515 Lime Street; Beverly Cosby, 315 Wendell Ct.; Renae Carson, 1108 Vine Street; LA Jefferson Jr., Waterloo resident; Aaron Stacey Roberts, 411 Almond

ADJOURNMENT

Salamanca/Schmitt
that the council adjourn at 7:05 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle
City Clerk

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	May 18, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as June 11, 2026, and date of public hearing as July 6, 2026, in conjunction with Asbestos Abatement Services, Contract AB-2026-05-01P (54 Lane Street), and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The property in question, 54 Lane Street, was acquired by the City, and is being abated of asbestos in preparation of demolition.

NEIGHBORHOOD IMPACT

The action is in preparation for demolition, which will remove ablighted building.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Estimate: $334,000. To be paid from EPA Multipurpose Grant.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. City of Waterloo - 54 Lane Street - Asbestos Project Manual



PROJECT MANUAL

SPECIFICATIONS FOR ASBESTOS ABATEMENT
Request For Bid (RFB) Contract AB-2026-05-01P

Former Altstadt & Langlas Baking Company
54 Lane Street
Waterloo, Iowa 50703

Prepared for:

City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Prepared by:

Eocene Environmental Group
5930 Grand Avenue
West Des Moines, Iowa 50266

Report date:

May 19, 2026

Report funded by:

United States Environmental Protection Agency (EPA) Multipurpose Grant BF-96716501

CERTIFICATIONS PAGE

PROJECT MANUAL

for
Specifications for Asbestos Abatement

Former Altstadt & Langlas Baking Company
54 Lane Street
Waterloo, Iowa 50703

Specifications Prepared By:



Jon Reis
Eocene Environmental Group
Accredited by the State of Iowa for Asbestos Project Design
License #26-14276 Expires 01-04-2027

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FORMER ALTSTADT & LANGLAS BAKING COMPANY
54 LANE STREET WATERLOO, IOWA 50703

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Exhibit G – Asbestos Diagrams and Field Forms
- 3-chamber, Pre-Cleaning, Visual Inspection, Waste Shipment Record

Exhibit H – Iowa DNR 10-Day Notification Form (Online Link)
Exhibit I – Davis Bacon Prevailing Wage Term and Condition

SECTION I

NOTICE OF REQUEST FOR BID

1.0 Receipt and Opening of Bid

The City of Waterloo is seeking sealed bids for the abatement, removal, and disposal of asbestos containing materials of the **Former Altstadt & Langlas Baking Company** located at **54 Lane Street, Waterloo, Iowa 50703.**

All bids must be received in a sealed envelope in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, Iowa 50703 (date and time stamped) by Thursday, June 11, 2026, at 1:00 p.m. (our clock), Central Time, in order to be considered. City Hall is located at 715 Mulberry Street, Waterloo, Iowa. Bids sent electronically or via facsimile will not be accepted. The mailing container should be marked as noted below and include the name of the company submitting the bid.

1.1 RFB Timeline

Name of the Bid: Asbestos Abatement Contract AB-2026-05-01P

Notice of RFB Date: May 19, 2026

Mandatory Walk Thru Date: **There will be a mandatory walk through on Thursday, May 28, 2026, at 10:00 a.m.** Bidders that do not have a representative in attendance at this walk through are **NOT** eligible to bid on this contract. See Section 4.5 for additional details.

Deadline for Bid Submittal: **Thursday, June 11, 2026, at 1:00 p.m., Central Time**

Submit Sealed Bid to: Address exactly as stated:
SEALED RFB FOR ASBESTOS ABATEMENT SERVICES - CONTRACT AB-2026-05-01P

City Hall
City Clerk's Office
715 Mulberry Street
Waterloo, IA 50703

Method of Submittal: Mail or Overnight Delivery, In Person (**No** Electronic or Fax Submittals)

Contact Person, Title:	Aric Schroeder, City Planner/Project Manager (City's Representative) Jon Reis, Eocene Environmental Group Project Manager (City Consultant Representative)
E-mail Address:	aric.schroeder@waterloo-ia.org jreis@eocene.com
Phone:	319-291-4366 (City's Representative) 515-473-6256 (City Consultant Representative)

1.2 The City reserves the right to accept or reject any or all bids and to waive any informalities or irregularities in bids if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder. The City reserves the right to defer acceptance of any bid for a period not to exceed ninety (90) calendar days from the date of the deadline for receiving bids.

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

1.4 **Bids will be opened on Thursday, June 11, 2026, at 1:00 pm (our clock) Central Time in the second floor Council Chambers and will be streamed live on the City of Waterloo's YouTube Channel.** The main purpose of this opening is to reveal the name(s) of the Bidder(s), not to serve as a forum for determining the award. **The awarding of the Contract is anticipated to be within 90 days of the bid opening.** The Waterloo City Council will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the project at 5:30 p.m. on Monday, July 6, 2026, in the Harold E. Getty Council Chambers in City Hall, 715 Mulberry Street. Any person interested may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection at the hearing. Contact the City Clerk's Office at 319-291-4323 or clerks@waterloo-ia.org with questions about speaking at a public hearing.

1.5 Bids will be evaluated promptly after opening. After an award is made, a bid summary will be sent to all companies who submitted a bid. Bids may be withdrawn anytime prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of ninety (90) calendar days thereafter.

*****END OF SECTION*****

SECTION II

INSTRUCTIONS TO BIDDERS

2.0 The Bid shall include the attached signature page (Exhibit "A"), properly completed. A company representative who is authorized to bind the company will sign on behalf of the company to indicate to the City that you have read all provisions of the RFB and agree to all terms and conditions, except as provided in paragraph 2.4 below. By making a Bid, the Bidder represents that they have examined the subject property. Any questions about the meaning or intent of the specifications must be submitted no later than seven days prior to the Deadline for Bid Submittal listed above. The City of Waterloo reserves the right to reject any or all bids, and to accept in whole or in part, the bid, which, in the judgment of the bid evaluators, is the most responsive and responsible bid, that offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City will select a Bidder based on knowledge of experience and qualifications, and past experience with Bidder, cost will not be the sole determining factor. A Bidder's submittal of a bid constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used in the evaluation. Evaluation criteria may include, but are not limited to:

i. Satisfactory experience in the timely completion of work;
ii. Bidder's reputation and financial status;
iii. Past experience and service provided by the Bidder;
iv. Bidder's ability to meet the insurance and bonding requirements; and
v. Bidders ability to immediately fully staff the project with certified, licensed staff.

2.1 General Liability Insurance with limits of liability of at least $1,000,000 per occurrence and $2,000,000 general aggregate combined single limit, for Person Injury, Bodily Injury and Property Damage is required. At a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work. The Contractor shall provide certificate of insurance having the City of Waterloo as additional insured. Also required is Pollution Liability Insurance, which shall be True Occurrence, not Claims Made. The insurance shall cover all asbestos and hazardous materials liability aspects of the project, including the project site, during transportation from the project site to the disposal site, and during unloading operations at the disposal site. Additionally, coverage shall include all costs of the cleanup of any releases to the environment of any asbestos-containing materials or hazardous materials during project abatement, and transportation for disposal. Such coverage shall have limits of no less than $1,000,000 per occurrence and $2,000,000 per project aggregate.

2.1.1 The City reserves the right to require increased liability limits, not to exceed Fifteen Million Dollars ($15,000,000) from bidders, should the project represent an elevated hazard level to the City as determined by the Insurance Committee.

2.1.2 Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual

liability, completed operations with respect to liability arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto, to afford protection with respect to bodily injury, personal injury, death or property damage of not less than One Million Dollars ($1,000,000) per occurrence combined single limit/Two Million Dollars ($2,000,000) general aggregate.

2.1.3 Comprehensive Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars ($1,000,000) Combined Single Limit with respect to bodily injury, property damage or death.

2.1.4 Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.

2.1.5 Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A- or above. It will be the outside party's responsibility to provide proof of their carriers rating.

2.1.6 The City of Waterloo, Iowa will be named as an additional insured with respect to all casualty insurance policies.

2.1.7 Certificate of insurance will be submitted to the City Clerk prior to commencement of the Contract/agreement and shall include a thirty-day notice of cancellation provision.

2.1.8 If the outside party fails to perform any of its obligations under the City's Insurance and Policy Requirements, Waterloo reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party, or to declare the outside party's bid invalid.

2.2 A bid guarantee from each Bidder equivalent to five percent (5%) of the bid price is required. The bid guarantee shall consist of a firm commitment, such as a bid bond, certified check, or other negotiable instrument acceptable to the City, as assurance that the Bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.

The successful Bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the Contract price and shall be issued by a responsible surety acceptable to the City. The bond shall guarantee the faithful performance of the Contract and the terms and conditions therein contained, shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of the Contract.

2.3 This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.

2.4 Important Exceptions to Contract Documents - The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Any exceptions should be noted on the Signature Page. Companies are cautioned that exceptions taken to this RFB may cause their bid to be rejected. No additional exceptions shall be allowed after submittal of a bid.

2.5 Incomplete Information - Failure to complete or provide any of the information requested in this RFB, including references, and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

2.6 The Bidder hereby agrees to conform with all provisions of the Federal Civil Rights Act; The Code of Iowa, Chapter 216 Civil Rights Commissions rules and regulations; and conform to provisions set for in Iowa Code 692A.11. The Bidder certifies that they are permitted by the Iowa Workforce Development to conduct asbestos abatement in the State of Iowa. The Bidder hereby agrees that they will comply with all federal and state affirmative action/equal employment opportunity requirements concerning fair employment and will not discriminate between or among by reason of race, color, religion, sex, national origin, or physical handicap. The Bidder hereby agrees that they will make any and all supervisors and workers assigned to duties on the project for which this bid has been submitted aware of their duties under the Contract Documents, including these Project Specifications, and other documents presented as part of this project and all federal, state, and local laws and regulations.

2.7. The Bidder shall call to the City’s attention, prior to signing a contract, any omissions or errors noted in the Specifications or Scope of Work that are at odds with the intent of the bid documents, the project, or any federal, state, or local laws or regulations. The Bidder, by submitting a bid and bid security, acknowledges that they forfeit the bid security upon failure to enter into such contract.

******END OF SECTION******

SECTION III

SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract

3.0.1 The initial term of the Contract shall be for approximately eleven (11) weeks, anticipated to be from July 7, 2026 to September 22, 2026.

3.0.2 The City and the Contractor may renew the original Contract for one (1) week time periods by mutual agreement. Two (2) week's notice must be given to renew the Contract for additional increments. City's Project Manager may administratively approve up to four (4) one (1) week time period renewals. Further renewals will require approval of the City Council as an amendment to the Contract.

3.0.3 A Contract, approved by the City Council and signed by the Mayor, shall become the document that authorizes the Contract to begin, assuming the insurance and bond requirements have been met. Each section contained herein, any addenda and the response (Bid) from the successful bidder, and all exhibits to the RFB shall also be incorporated by reference into the resulting Contract.

3.0.4 No price escalation will be allowed during the initial term of the Contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide documentation on the requested increase. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate (or allow to expire) without cost, the future performance of the Contract.

3.0.5 The total actual expenses shall not exceed the amount allowed by the project Contract, including any renewal extensions thereof, unless amended by written agreement (change order).

3.1 Agreement Forms

3.1.1 After award, the Bidder will be required to enter into a written contract with the City that is substantially in the form attached hereto as Exhibit "C".

3.1.2. Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in the Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor (or for a period of fourteen (14) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 14-day period and thereafter Contractor fails to diligently and continuously prosecute the same to completion within such 14-day period), then City may declare that Contractor is in default under the Contract.

3.1.3 Termination for Convenience. The Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose

to terminate the Contract at any time by delivering to Contractor 10-days' advance written notice of intent to terminate.

3.1.4 Remedies. If Contractor is in default of the Contract and has not cured said default as set forth in Section 3.1.2 above, the City may take any one or more of the following steps, at its option:

3.1.4.1 by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants under the Contract, or enjoin any acts or things which may be unlawful or in violation of the rights of the City under the Contract, or obtain damages caused to the City by any such default;

3.1.4.2 have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;

3.1.4.3 declare a default of the Contract, make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under the Contract;

3.1.4.4 terminate the Contract by delivering to Contractor a written notice of termination; and/or

3.1.4.5 take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor under the Contract, including but not limited to the recovery of funds.

3.1.4.6 No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action under the Contract, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

3.2 Terms of Payment

3.2.1 Invoices for services authorized under this Contract shall be submitted as "lump sum" after services are delivered and accepted, although the City may, at the City's sole option, provide partial payment for partial work completed.

3.2.2 For accounting purposes, all invoices shall contain a sufficient level of detail regarding all services provided and allowable expenses incurred, and be submitted to Eocene Environmental Group with supporting documentation by e-mail or US mail to: **Attn: Eocene Environmental Group; c/o Jon Reis, 5930 Grand Avenue, West Des Moines, Iowa 50266**.

3.2.3 City has the right, at its discretion, to deny payment for any work by any Contractor if the total actual expenses exceed the amount allowed by the project Contract, including any renewal extensions thereof. The Contractor is not obligated to continue performance of services under this Agreement or otherwise incur costs in excess of the total actual expense allowed unless an amendment to the Contract is approved, and the City notifies the Contractor, in a written amendment, of the City's acceptance of the revised total actual expense allowed.

3.2.4 All work is to be done in strict compliance with this RFB. The City may withhold payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

******END OF SECTION******

SECTION IV

SERVICE REQUIREMENTS

4.0 Background

The City of Waterloo, Iowa, is seeking bids for asbestos abatement services for: **54 Lane Street (Former Altstadt & Langlas Baking Company).**

4.1 Scope of Work

The City of Waterloo is seeking a qualified asbestos abatement contractor to remove asbestos containing material (ACM). Bidder shall be responsible to familiarize itself with the specifications included in this RFB and to make a personal examination of the job site(s) and the physical conditions that may affect its bidding and performance under the Contract.

The services to be performed under this Contract shall consist of the following:

4.1.1 All services must be performed in accordance with all applicable codes and ordinances of the City of Waterloo, Iowa, accepted professional standards and best practices, as well as all applicable Federal and State regulations, including but not limited to asbestos Statutes and Rules (published by the Iowa Department of Inspections, Appeals, & Licensing), 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP), as well as applicable State regulations of the Iowa Department of Natural Resources (Iowa DNR), and requirements of the Occupational Safety and Health Administration (OSHA). The Contractor shall hold and maintain an asbestos permit issued by the Iowa Department of Inspections, Appeals, & Licensing, and all personnel who perform work on the Project shall hold and maintain an Iowa asbestos Contractor/Supervisor or Worker license issued by the Iowa Department of Inspections, Appeals, & Licensing.

4.1.2 Remove ACM as identified in the asbestos survey included in Exhibit “E”. Assess and reasonably ascertain if there is any ACM that was not identified in the asbestos survey included in Exhibit “E”. Removal of any non-identified ACM will be done by change order amendment to the Contract. Costs associated with this Contract shall be “lump sum”. If the abatement Contractor requires additional inspection and testing, if it is based on it being missed by the survey contractor or not sufficiently identified by the survey contractor (as determined by the City’s Representative), then the costs associated with the additional inspection and testing shall not be the responsibility of the abatement Contractor. However, if the re-inspection(s) and testing are required for failure of the asbestos abatement Contractor to remove all ACM, and missed ACM was clearly identified in the survey (as determined by the City’s Representative), the abatement Contractor shall be responsible for payment to the survey contractor for any reinspection and testing fees as part of the “lump sum” costs of this Contract.

4.1.3 Document amounts of ACM removed from the structure.

4.1.4 Document ACM disposal at the Black Hawk County Landfill through the use of landfill tickets and provide copies to the project manager upon request.

4.1.5 At the request of the City given with reasonable advance notice, attend meetings of the City relative to the work set forth in this Agreement.

4.1.6 Provide other services as requested by the City as may be necessary to implement the asbestos abatement project.

4.1.7 Provide clearance certification that the structure(s) are clear of ACM and ready for demolition.

The Contractor shall investigate the environmental condition, including the presence, location, and condition of ACM. Any failure of the Contractor to acquaint themselves with available information will not relieve them from the responsibility for determining the difficulty or cost of successfully performing the work. No increase in Contract cost will be considered due to the Bidder's failure to physically verify all site attributes affecting the work, or other materials specified by the Contract Documents. The City is not responsible for any conclusions or interpretations made by the Bidder on the basis of the information made available by the City. The Contractor may have to demolish materials to gain access to some ACM. These items may include, but are not limited to interior walls (consisting of wood paneling, tile, block, drywall, plaster, brick, non-structural concrete, etc.), ceiling and floor demolition (acoustical ceiling tile, grid, electrical wiring, piping, glue pods and/or glued on ceiling tiles, floor tiles or other flooring, mechanical items, etc.); cabinets, shelves, dividers/cubicles/desks, furniture, piping, utilities, base boards, built-up roofing, etc.

4.2 Silence of Specifications – Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Bid.

4.3 The contractor that conducted asbestos surveys is not eligible to perform asbestos abatement on the same properties, and therefore is not eligible to bid on this RFB.

4.4 The Contractor shall complete the Project in an expeditious manner and shall commence work within ten (10) days after being notified by the City with a Notice to Proceed on any given property or properties. All work shall be completed and necessary reports and documentation provided within **the Contract Term** (anticipated to be eleven weeks). If Contractor is prevented from timely completing the work because of circumstances beyond the Contractor's reasonable control as determined by the City, the time for completion of the work will be tolled for a period of time equivalent to the stoppage resulting from such circumstances. The Contractor does hereby expressly acknowledge and agree that **time is of the essence** of this Contract, and, thus, failure by the Contractor to timely render and perform services hereunder shall constitute a material breach of the Contract.

4.5 A mandatory walk thru will be required for 54 Lane Street on Thursday, May 28, 2026 at 10:00 a.m. Bidders that do not have a representative in attendance at this walk thru are NOT eligible to bid on this contract. 54 Lane Street is an abandoned commercial property, and has a sizable amount of debris in the building, and significant amounts of ACM to be abated. A Property Location Map is included in Exhibit “D”. Maps showing the locations of identified ACM are included in Exhibit “F”.

Please Note: The property is not currently secure. Additionally, accessing all areas may require careful methods (such as an extension ladder or lift). Use caution when entering the property.

******END OF SECTION******

SECTION V

METHOD OF EVAULATION

5.0 Contract Award - Any Contract award(s) made by the City of Waterloo is subject to prior approval by the City of Waterloo City Council.

5.0.1 Award of Contract shall be made to the most responsible and responsive bid from a Company whose bid offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City may select a Bidder based on an “all or none” bid, on individual responses, or as is otherwise deemed to be in the best interest of the City.

5.1 Financial Terms will not be the sole determining factor in the award. To determine the award, the City will award a contract to the Bidder offering services and experience that best represents the overall value to the City.

5.2 Bid Evaluation Procedures

5.2.1 Each bid will be evaluated based on experience and the evaluators’ judgment of how well the bid addresses the City’s requirements. Each prospective company is assured that any bid submitted will be evaluated using the best available information and without any forgone conclusions.

5.2.2 Consideration will also be given to solicited written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each bid.

5.3 A Bidder’s submission of a bid constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

5.4 Following the evaluation process, the award process is as follows:

5.4.1 The evaluators shall determine which Bidder has submitted the best bid using the criteria set forth above, and make its recommendation to the City Council.

5.4.2 The City Council considers a resolution awarding the Contract and authorizing the Mayor to execute the Contract on behalf of the City. **Note**, no Contract shall be deemed to be created and exist unless and until the City Council adopts a resolution awarding the Contract and authorizes the Mayor to sign the Contract.

5.4.3 The Mayor executes the Contract.

SECTION VI

GENERAL TERMS AND CONDITIONS

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

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

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

4. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same Contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

5. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.

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

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

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

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

10. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 45 days and on receipt of an original invoice and all necessary supporting documentation.

11. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least one (1) week prior to the time set for the Proposal opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the Contract documents and shall be acknowledged and dated on the signature page.

12. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

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

14. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

15. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is

filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

16. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.

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

18. **TAXES** - The City of Waterloo is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

19. **PROPOSAL INFORMATION IS PUBLIC** – All documents submitted with any proposal and the proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Waterloo in connection with a proposal, the submitting party recognized this and waives any claim against the City of Waterloo and any of its officers and employees relating to the release of any document or information submitted.

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

******END OF SECTION******

SECTION 00 73 19

HEALTH AND SAFETY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Health and Safety requirements.

1.02 MEASUREMENT AND PAYMENT

A. Work specified in this section is included in the Contract price.

1.03 DESCRIPTION

A. Contractor is responsible for implementation and enforcement of safe work practices including, but not limited to, personnel exposure to refuse, hazardous materials; use of trenching, sheeting, and shoring; scaffolding; materials handling; operation of equipment; and safety of public during progress of work.

1.04 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Contractor shall plan for and ensure personnel comply with basic provisions of OSHA Safety and Health Standards (29 CFR 1910), and General Construction Standards (29 CFR 1926) as appropriate.
2. Comply with applicable laws and regulations of any public body having jurisdiction for safety of persons or property.

1.05 OPERATIONS AND EQUIPMENT SAFETY

A. Contractor is responsible for initiating, maintaining, and supervising safety precautions and programs in connection with work. Contractor shall take necessary precautions for safety of employees on project site and other persons and organizations who may be affected by project.

B. Contractor’s duties and responsibilities for safety in connection with work shall continue until such time as work is complete as applicable under the Contract.

1.06 HEALTH AND SAFETY

A. Contractor is responsible for implementation and enforcement of health and safety requirements, as well as compliance with all applicable state and federal laws, and will take necessary precautions and provide protection for following.

1. Personnel working on or visiting Project site, irrespective of employer.
2. Work and materials or equipment to be incorporated in work area on- or off-site.
3. Other property at or adjacent to Project site.

4. Public exposed to job related operations or potential release of toxic or hazardous materials.

B. Contractor shall prepare site-specific health and safety plan (HASP) following the requirements of 29-CFR 1910.120, and 29-CFR 1910.146. Such plan shall include appropriate measures for confined space entry as project conditions warrant. If Contractor does not have capability to prepare HASP, Contractor shall employ consultants with appropriate capabilities. Contractor is solely responsible for adequacy of HASP's preparation, monitoring, management, and enforcement. At minimum, Contractor's HASP shall address following.

1. Site description and history.
2. Project activities, including coordination with other Contractors.
3. Hazard evaluation.
4. On-site safety responsibilities.
5. Work zones.
6. Personnel training.
7. Medical monitoring.
8. Atmospheric monitoring.
9. Personal protection, clothing, and equipment.
10. Decontamination procedures.
11. Emergency procedures.

1.07 CONSULTANT'S RESPONSIBILITIES

A. When Consultant is required to be present on Project site to perform consulting services, Consultant will comply with Contractor's safety plans, programs, and procedures.

B. If Consultant determines Contractor's safety plans, programs, and procedures do not provide adequate protection for Consultant, Consultant may direct its employees to leave Project site or implement additional safeguards for Consultant's employees. If taken, these actions will be in furtherance of Consultant's responsibility to its own employees only, and Consultant will not assume responsibility for protection of any other persons affected by work.

C. If Consultant observes situations which appear to have potential for immediate and serious injury to persons, Consultant may warn persons who appear to be affected by such situations and shall advise Contractor and City of its actions. Such warnings, if issued, shall be given based on general humanitarian concerns, and Consultant will not, by issuance of any such warning, assume responsibility to issue future warnings or any general responsibility for protection of persons affected by work.

1.08 SUBMITTALS

A. Submit copies of Health and Safety Plan (HASP) to City and Consultant within 10 days after Notice to Proceed. Work on-site shall not proceed until HASP has been submitted.

1. Submittal of Contractor's HASP to Consultant is to inform Consultant and City so they can comply with HASP during performance of their on-site responsibilities as described in Contract Documents.
2. Submittal of Contractor's HASP shall neither impose on Consultant or City responsibility for adequacy of HASP nor relieve Contractor from full responsibility, therefore.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

******END OF SECTION******

SECTION 01 00 00

GENERAL REQUIREMENTS

ASBESTOS ABATEMENT
FORMER ALTSTADT & LANGLAS BAKING COMPANY
54 LANE STREET WATERLOO, IOWA 50703

1. DEFINITION AND INTENT
2. GENERAL PROVISIONS AND COVENANTS
3. WORK REQUIRED
4. SALVAGE OF MATERIALS AND EQUIPMENT
5. PLANS AND SPECIFICATIONS
6. CONSTRUCTION FACILITIES
7. SUBMITTALS
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9. DEFINITIONS
10. RIGHT-OF-WAYS
11. EMPLOYMENT PRACTICES
12. WORK HOURS
13. DUST ABATEMENT
14. QUANTITIES
15. MAINTENANCE BOND AND WARRANTY PERIODS (if required)
16. MEASUREMENT AND PAYMENT
17. INCIDENTAL CONTRACT ITEMS
18. EXISTING UTILITIES
19. PROJECT SUPERVISION
20. COORDINATION WITH OTHERS
21. CONSTRUCTION LIMITS
22. CONSTRUCTION SCHEDULE
23. DISPOSAL
24. TEMPORARY FENCES
25. RESPONSIBILITY OF CONTRACTOR
26. DAVIS-BACON WAGES
27. BUILD AMERICA, BUY AMERICAN

1. DEFINITION AND INTENT

A. The Technical Specifications that apply to the materials and construction practices for this project are defined as follows:

1. Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
2. “City” or “Jurisdiction” shall mean the City of Waterloo (City), or contracting agent.
3. “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
4. “Consultant” shall mean City or designated agent.
5. The intent of the Technical Specifications is to describe the abatement desired, performance requirements, and standards of materials and abatement.
6. “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
7. “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

B. Consultant: Eocene Environmental Group, Inc., 5930 Grand Avenue, West Des Moines, Iowa 50266, (515) 473-6256.

2. GENERAL PROVISIONS AND COVENANTS

A. Procedures outlined herein are not intended to fully cover all special abatement procedures but are offered as an aid to the Contractor in planning work.

B. Cooperate with the City to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in abatement and interruption to continuous operation of utility services and site access.

C. The Contractor is expected to provide adequate personnel and equipment to perform work within specified time of abatement.

D. Install and maintain temporary fencing as required by OSHA or as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage during construction operations. The fencing shall be located in an area approved by the City. Such fence shall be at least six feet high, consistently restrictive from top to grade, and without horizontal or vertical openings wider than four inches. The fence shall be of chain link material or similar material approved by the City. The fence must be maintained for the duration of the Work.

3. WORK REQUIRED

A. Work under this Contract includes all materials, equipment, transportation, labor, disposal and associated work for the asbestos abatement project.

B. This project consists of one contract for all Work described.

4. SALVAGE OF MATERIALS AND EQUIPMENT

A. No salvage of materials or equipment by the Contractor is allowed.

5. PLANS AND SPECIFICATIONS

A. Upon request, the Consultant will furnish 1 set of the Project Manual to the Contractor after award of the Contract.

6. CONSTRUCTION FACILITIES

A. Provide telephone numbers where Contractor's representative can be reached during workdays and on nights and weekends in event of emergency.

B. Power and water are disconnected and must be supplied by the Contractor.

C. Provide and maintain suitable sanitary facilities for abatement personnel for duration of Work; remove upon completion of Work.

D. Do not store abatement equipment, employee's vehicles, or materials on streets open to traffic. Location for storage of equipment by Contractors is subject to approval of City.

E. The Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment.

F. The Contractor will be required to make arrangements for all services required during the abatement period and pay for such services at no additional cost to the City.

7. SUBMITTALS

A. Provide abatement schedule showing dates of starting and completing various portions of Work. Abatement is to begin after execution of the contract (anticipated to be July 7, 2026), and must be completed on/by September 22, 2026.

B. Include all other submittals:

1. Copy of Iowa DNR 10-Day Notification (see Exhibit “H” – within 10 business days after Notice of Award)
2. Waste Manifests (no later than one (1) week after completion date)
3. Site-specific Health and Safety Plan (HASP) (within 10 business days after Notice of Award)
4. Certificate of Insurance (within 10 business days after Notice of Award)
5. Performance and Payment Bond (within 10 business days after Notice of Award)
6. Daily field reports (Monday following each work week)
7. Sign-in logs (Monday following each work week)
8. Davis-Bacon Payroll certifications for Contractor and subcontractor(s) (within one week following each week of Work)

8. STANDARDS AND CODES

A. Construct improvements with best present-day abatement practices and equipment.

B. Conform with and test in accordance with applicable sections of the following standards and codes.

1. Title 29 Code of Federal Regulations Section 1910.1001, General Industry Standard for Asbestos.
2. Title 29 Code of Federal Regulations Section 1926.1101, Construction Industry Standard for Asbestos.
3. Title 29 Code of Federal Regulations Section 1910.134, General Industry Standard for Respiratory Protection.
4. Title 29 Code of Federal Regulations Section 1910.2, Access to Employee Exposure and Medical Records.
5. Title 29 Code of Federal Regulations Section 1910.1200, Hazard Communication Rule.
6. Title 40 Code of Federal Regulations Part 61 Subpart A and Subpart M (revised Subpart B), National Emissions Standard for Hazardous Air Pollutants.
7. Iowa Administrative Code Section 875 Chapter 155, Asbestos Removal & Encapsulation.
8. Title 49 Code of Federal Regulations Part 171 - 180, Department of Transportation, Transportation of Hazardous Waste.

C. The following standards, regulations, codes and other applicable documents are additional requirements of asbestos abatement projects.
   1. E.P.A. Guidance Document: Asbestos Waste Management Guidance (Blue Book).

D. The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these Specifications exists, the most stringent requirements shall be utilized.

9. DEFINITIONS

ABATEMENT: Procedures to control fiber release from asbestos containing materials. Includes removal, encapsulation, enclosure, and repair.

ACBM: Asbestos Containing Building Material.

ACM: Asbestos Containing Material

ACCREDITED: Refers to a person or laboratory means that such person or laboratory is accredited in accordance with section 206 of Title II of the Toxic Substance Control Act.

ADDENDA: are written or graphic instruments issued by the City prior to the execution of the Contract which modify or interpret the Bidding Documents by addition, deletions, clarifications or corrections.

ACGIH: American Conference of Governmental Industrial Hygienists, 3640 Park 42 Drive, Cincinnati, OH 45241.

AGGRESSIVE METHOD: Removal or disturbance of building material by sanding, abrading, grinding, or other method that breaks, crumbles, or disintegrates intact ACM.

AHERA: Asbestos Hazard Emergency Response Act.

AIHA: American Industrial Hygiene Association, 3120 Fairview Park Drive, Suite 360, Falls Church, VA 22042.

AIR LOCK: A system for permitting passage with minimal air movement between a contaminated and an uncontaminated area.

ALTERNATE BID: (or alternate) is an amount stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the alternate bid.

AMENDED WATER: Water to which a surfactant has been added.

ANSI: American National Standards Institute, 1899 L Street, NW, 11th Floor, Washington, DC 20036.

ASBESTOS CONTAINING WASTE MATERIAL: Asbestos containing material or asbestos contaminated objects requiring disposal.

ASTM: American Society for Testing and Materials, 100 Barr Harbour Drive, PO Box C700, West Conshohocken, PA 19428.

AUTHORIZED VISITOR: The City (and any designated representatives) and any representatives of a regulatory or other agency having jurisdiction over the project.

BASE BID: is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base bid.

BID: is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

BIDDER: A person or entity who submits a bid.

BIDDING DOCUMENTS: Include the Instructions to Bidders, the bid form, other sample bidding and contract forms, and the proposed Contract Documents including Addenda issued prior to receipt of bids.

BRAND METHOD: A differential pressure containment system that does not infringe on the patent rights of GPAC, Inc's Reduced Pressurization and Filtration System.

BUILDING OWNER: The City, or an authorized representative, is considered the building owner for the purposes of this Contract.

CEILING CONCENTRATION: The concentration of an airborne substance that shall not be exceeded.

CLASS I ASBESTOS WORK: Activities involving the removal of TSI and Surfacing ACM and PACM.

CLASS II ASBESTOS WORK: Activities involving the removal of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

CLASS III ASBESTOS WORK: Repair and maintenance operations, where ACM, including TSI and surfacing material is likely to be disturbed.

CLASS IV ASBESTOS WORK: Maintenance and custodial activities during which employees contact ACM and PACM, and activities to clean up waste and debris containing ACM and PACM.

CLEAN ROOM: An uncontaminated area which is a part of the worker decontamination containment system with provisions for storage of workers' street clothes and clean protective equipment.

COMPETENT PERSON: One who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them. In addition, for Class I and Class II work who is specially trained in a training course which meet the criteria of EPA's Model Accreditation Plan for project designer or supervisor, or its equivalent and, for Class III and Class IV work, who is trained in an Operations & Maintenance (O&M) course developed by EPA.

CONSULTANT: Eocene Environmental Group, Inc., 5930 Grand Avenue, West Des Moines, Iowa 50266.

CONTRACTOR: The individual(s) and/or business(es) that the City arranges to perform the asbestos abatement.

CURTAINED DOORWAY: A device to allow passage from one room to another while permitting minimal air movement between the rooms, by placing two overlapping sheets of plastic in doorway with both secured at top and opposite vertical edges. This doorway is to be used only by GPAC, Inc. approved licensees.

DECONTAMINATION CONTAINMENT SYSTEM: A series of connected rooms separated from the Work area and from each other by airlocks, for the decontamination of workers and equipment.

DEMOLITION: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.

DISTURBANCE: Contact which releases fibers from ACM or PACM or debris containing ACM or PACM. This term includes activities that disrupt the matrix of ACM or PACM, render ACM or PACM friable, or generate visible debris. Disturbance includes cutting away small amounts of ACM or PACM, no greater than the amount which can be contained in one standard sized glove bag or waste bag in order to access a building component. In no event shall the amount of ACM or PACM so disturbed exceed that which can be contained on one glove bag or waste bag which shall not exceed 60 inches in length and width.

ENCAPSULANT: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

BRIDGING ENCAPSULANT: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.

PENETRATING ENCAPSULANT: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.

ENCLOSURE: An airtight, impermeable barrier made of enclosure material to control release of asbestos fibers from contaminated building surfaces.

ENCLOSURE MATERIAL: Polyethylene sheeting or spray applied water-based strippable coating.

EQUIPMENT ROOM: A contaminated area which is part of the worker decontamination containment system with provisions for storage of contaminated clothing and equipment.

EPA: U.S. Environmental Protection Agency, 401 M Street S.W., Washington, D.C. 20460.

FRIABLE ASBESTOS: Asbestos containing material which can be crumbled to dust (when dry) under hand pressure.

HVAC: Heating, ventilation and air conditioning system.

HEPA FILTER: A High Efficiency Particulate Air filter capable of removing particles .3 microns in diameter with 99.97% efficiency.

HEPA VACUUM: A vacuum system equipped with HEPA filtration.

HOMOGENEOUS AREA: An area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.

LEAD-BASED PAINT: Any paint or surface coating that contains lead equal to or exceeding one milligram per square centimeter (1.0 mg/cm2) or 0.5% by weight.

NEGATIVE EXPOSURE ASSESSMENT: A demonstration by the employer, that the employee exposure during an operation is expected to be consistently below the PEL's.

NESHAP: The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).

NIOSH: The National Institute for Occupational Safety and Health, CDC-NIOSH, Building J. N.E. Room 3007, Atlanta, GA 30033.

NIST: National Institute of Standards and Technology.

NPE: Negative Pressure Enclosure

OSHA: The Occupational Safety and Health Administration, 200 Constitution Avenue, Washington, D.C. 20210.

OWNER'S REPRESENTATIVE: Eocene Environmental Group, Inc., 5930 Grand Avenue, West Des Moines, Iowa 50266.

PACM: Presumed asbestos containing material.

PAT PROGRAM: Proficiency Analytical Testing Program.

PEL: Permissible Exposure Limit, for asbestos currently 0.1 f/cc for an 8-hour TWA.

PROTECTION FACTOR: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

REMOVAL: The stripping of any asbestos containing material from surfaces or components of a facility.

REPAIR: Overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of ACM or PACM attached to structures or substrates.

SHOWER ROOM: A room between the clean room and the equipment room in the worker decontamination containment with hot and cold or warm running water controllable at the top and suitably arranged for complete showering during decontamination.

STAGING AREA: Either the holding area or some area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the Work area.

STRIP: To take off friable asbestos materials from any part of the facility.

SURFACTANT: A chemical wetting agent added to water to improve penetration.

SUBCONTRACTOR: A individual or business that the Contractor has hired to complete a portion of the work on behalf of the Contractor. Contractor shall notify City of all intended subcontractors as part of bid proposal. All subcontractors shall also provide the required certificate of insurance. Any subcontractor must not be listed on the Federal list of excluded individual and entities and must be a registered contractor in the State of Iowa. Subcontractors not submitted as part of the Contractor's bid must be approved by the City.

SUB-SUBCONTRACTOR: A individual or business that the Contractor or subcontractor has hired to complete a portion of the work on behalf of the subcontractor. Contractor shall notify City of all intended sub-subcontractors as part of bid proposal. All sub-subcontractors shall also provide the required certificate of insurance. Any sub-subcontractor must not be listed on the Federal list of excluded individual and entities and must be a registered contractor in the State of Iowa. Sub-subcontractors not submitted as part of the Contractor's bid must be approved by the City.

TEM: Transmission electron microscope.

TIME WEIGHTED AVERAGE (TWA): The average concentration of a contaminant in air during a specific time period.

TSI: Thermal System Insulation.

UNIT PRICE: is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

VISIBLE EMISSIONS: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed, uncombined water vapor.

WASTE GENERATOR: The individual and/or business who performs the asbestos abatement.

WASTE TRANSFER AIRLOCK: A decontamination system utilized for transferring containerized waste from inside to outside of the Work area.

WET CLEANING: The process of eliminating asbestos contamination from building surfaces and objects by using cloth, mops, or other cleaning utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

WORK AREA: Designated rooms, spaces, or areas of project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained Work area is a Work area which has been sealed, plasticized, and equipped with a decontamination containment system. A non-contained Work area is an isolated or controlled-access Work area which has not been plasticized nor equipped with a decontamination containment system.

10. RIGHT-OF-WAYS

A. The project location is on public property. None of the Work will be within City right-of-way, though equipment may need to work from the right-of-way.

11. EMPLOYMENT PRACTICES

A. Neither the Contractor nor the Contractor's Subcontractors shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of anyone employed on the Project.

B. The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:

1. To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

2. To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, creed, religion, national origin, sexual orientation, gender identify, age, or disability unless such disability is related to job performance of such person or employee.

12. WORK HOURS

A. The Contractor will be required to limit the Contractor's Work hours on the Project from 7:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise directed by the Consultant. Contractor to specify work hours to the City and Consultant. Notice to work on weekends and Holidays must be presented to the City and Consultant at least 48 hours in advance and requires written permission from the City.

13. DUST ABATEMENT

A. The Contractor shall make all reasonable efforts to control dust and assure dust does not become a problem. Anytime ACM debris is disturbed, Contractor is required, at a minimum, to mist the area to minimize airborne fibers and ensure no visible emissions. The Consultant reserves the right to stop Contractor's operations whenever dust

becomes a problem on the project and direct the Contractor to submit a revised operations plan to solve the dust problem.

14. QUANTITIES

A. The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of abatement of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. No additions to the Contract will be allowed for additional ACMs discovered that amount to less than 10% of the quantities identified in Exhibit “B”. If additional amounts greater than 10% are identified, Contractor is to stop Work and notify the City and Consultant immediately.

15. MAINTENANCE BOND AND WARRANTY PERIODS (IF REQUIRED)

A. The requirements of the Performance and Payment Bond warranty period are modified as follows:

1. To remedy any and all defects that may develop in or result from Work to be performed under the Contract within two years from the date of acceptance of the Work under the Contract, by reason of defects in workmanship or materials used in construction of said work.

16. MEASUREMENT AND PAYMENT

A. Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation, and labor necessary to construct and complete each item of Work as specified. No separate payment will be made for Work included in this project. All additional Work not included in this project must be in writing as a detailed change order signed by the City.

17. INCIDENTAL CONTRACT ITEMS

A. The following list includes, but is not limited to, major items that are incidental to the project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

- Capping any utilities
- Construction fencing
- Construction staging & phasing
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City
- Coordination and cooperation with other Contractors
- Coordination and cooperation with other projects in the area
- Coordination and cooperation with utility companies
- Dewatering and handling storm water flow during construction
- Dust control measures
- Excavation, verification and protection of existing utilities
- Monitoring weather conditions
- Protection of existing hydrant(s) and valve(s)
- Protection of existing trees and plantings to be left in place
- Protection of existing utilities and light poles
- Removing and reinstalling existing signs

- Removal means and methods of hazardous materials (including slow unmanned elevator operations)
- Site cleanup/restoration
- Temporary safety closures
- Temporary street closure

18. EXISTING UTILITIES

A. Prior to construction, contact all utility companies and have all utility lines and services located. The Contractor is responsible for exposing utilities in order to confirm their locations ahead of the Work.

B. Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.

C. The Contractor shall notify utility company immediately if utility infrastructure is damaged during abatement.

D. Contractor will contact and work with utility companies to relocate utility infrastructure in direct conflict with line and grade of the work during abatement. Support and protect all utilities that are not moved.

E. Protect and maintain services during abatement. Notify City and Consultant 48 hours prior to any planned utility service interruptions.

F. If utility Work does occur during the abatement period, Work schedules from the Contractor and from the utility companies will be submitted to the Consultant for coordination to obtain mutual acceptable schedules, if possible.

G. No claims for additional compensation or time extension will be allowed to the Contractor for interference or delay caused by utility companies.

19. PROJECT SUPERVISION

A. The Contractor shall be represented in person at the abatement site at all times that abatement operations are proceeding by a qualified supervisor or other designated, qualified representative capable of providing adequate supervision. The supervisor or representative must be duly authorized to receive and execute instructions, notices and written orders from the City or Consultant.

B. Issues that arise during abatement relating to traffic control and abatement staging, etc. are the responsibility of the Contractor.

C. Bi-weekly progress meetings, if specified at the preconstruction meeting, with the Contractor and Consultant will be held at the project site to review the updated project schedule and progress, coordinate activities, resolve conflicts and coordinate the abatement Work. The day and time for this meeting will be set at the preconstruction meeting.

20. COORDINATION WITH OTHERS

A. Cooperate and coordinate abatement with City, Consultant, utility companies, affected property Jurisdictions and other contractors working in vicinity of this project.

B. It is the Contractor′s responsibility to schedule and coordinate Work to minimize abatement delays and conflicts.

C. Coordinate with property owners prior to beginning Work that will affect their parcel.

21. CONSTRUCTION LIMITS

A. Confine the construction operations within the Property boundary.

B. Do not store equipment, vehicles or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.

C. Areas disturbed outside of abatement limits shall be restored at the Contractor's expense to the satisfaction of the City.

D. Contractor shall park all vehicle, trailers and storage containers in areas approved by the City.

22. CONSTRUCTION SCHEDULE

A. The Contractor will prepare and submit to the Consultant for approval a project schedule that will assure the completion of the project within the time specified.

B. Adequate equipment and forces shall be made available by the Contractor to start Work immediately upon receipt of the Notice to Proceed.

C. Submit abatement schedule at the preconstruction meeting and periodically update it as requested by the Consultant.

D. The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.

E. If sidewalks are to be closed during abatement, submit a sidewalk closure plan that meets the ADA requirements to the Waterloo Engineering Department 48 hours prior to the scheduled closure. Contractor shall install necessary signing and barricades according to the approved closure plan.

F. Notify the City and property owners at least 48 hours prior to any street closures.

1. Notify all property owners, residential and business, affected by the street closures by written notice placed on the front door. Include the following items in the notice:

a. The street name, location and proposed date of street closure

b. The estimated schedule for completion of Work

c. The estimated date for reopening of the street

d. Procedure for garbage collection, recycling and postal service

23. DISPOSAL

A. Dispose of materials in accordance with applicable laws and ordinances. ACM must be disposed of at the Black Hawk County Landfill.

1. Burning of brush and other debris is not permitted.

2. Cooperate with all applicable county, state and federal agencies concerning disposal of materials.

3. The City has the first right to any excess materials from abatement.

4. No salvage of materials or equipment by the Contractor is allowed.

24. TEMPORARY FENCES

A. Contractor to install and maintain temporary fencing as required by OSHA or as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations. The fencing shall be located in an area approved by the City. Such fence shall be at least six feet high, consistently restrictive from top to grade, and without horizontal or vertical openings wider than four inches. The fence shall be of chain link material or similar material approved by the City. The fence must be maintained for the duration of the Work.

25. RESPONSIBILITY OF CONTRACTOR

A. Supervision of the Work.

B. Protection of all property from injury or loss resulting from abatement operations.

C. Replace or repair objects sustaining any such damage, injury or loss to satisfaction of City.

D. Cooperate with City, Consultant, and representatives of utilities in locating utility lines and structures. Incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by abatement operations. Contractor shall field verify all utility locations.

E. Keep cleanup current with abatement operations.

F. Comply with all federal, State of Iowa, and the City of Waterloo, Iowa laws and ordinances.

26. DAVIS-BACON WAGES

A. For the purposes of this Contract, the City of Waterloo has determined that all construction, alternation, and repair activity involving the remediation of hazardous substances is subject to Davis-Bacon Prevailing Wage Term and Condition. Davis-Bacon information is included in Exhibit “I”.

27. BUILD AMERICA, BUY AMERICAN

A. This project will utilize federal funding, and as such is a federal air project and subject to additional requirements and Contract provisions. The Build America, Buy American Act will apply.

******END OF SECTION******

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT DESCRIPTION

A. Project: Former Altstadt & Langlas Baking Company
Asbestos Abatement
54 Lane Street
Waterloo, Iowa 50703

B. City: City of Waterloo
Address: 715 Mulberry Street
Contact: Aric Schroeder
Phone: 319-291-4366
Email: aric.schroder@waterloo-ia.org

Consultant: Eocene Environmental Group, Inc.
Contact: Jon Reis
Address: 5930 Grand Avenue, West Des Moines, Iowa 50266
Phone: 515-473-6256
Email: jreis@eocene.com

C. The work includes removal and disposal of Asbestos Containing Materials (ACMs) from the former Altstadt & Langlas Baking Company located at 54 Lane Street, Waterloo, Iowa 50703. The building is slated for demolition. Due to the condition of the building, some portions of the building may require Regulated ACM (RACM) demolition. Specifications for asbestos removal includes both friable and nonfriable ACMs. All ACMs removed from the property must be disposed of at the Black Hawk County Landfill. All materials removed from the property shall be done in accordance with local, state, and federal regulations. A Property Location Map is included in Exhibit “D”. Maps showing the locations of identified ACM are included in Exhibit “F”.

1.02 CONTRACTS

A. Perform Work under a lump sum cost contract with the City. Contractor may subcontract a portion or portions of Work as provided in these specifications to fulfill the terms of the Contract. A list of subcontractors and sub-subcontractors shall be submitted as part of the Contractor’s bid. Subcontractors and sub-subcontractors not submitted as part of the Contractor’s bid must be approved by the City. Under no circumstances does the subcontracted Work relieve the Contractor from fulfilling the terms of the Contract.

1.03 COMMENCEMENT OF THE WORK

A. The Contractor shall not commence Work nor allow Subcontractors or Sub-subcontractors to commence Work until:

1. The Agreement has been fully executed.
2. The City has approved the Contractor's Performance and Payment Bond, if required.
3. The City has approved evidence of the Contractor's Liability Insurance and other insurance required to be purchased by the Contractor (and any subcontractors). A complete description of the policy is required in addition to the City being listed as an additional insured.
4. The City has issued a Notice to Proceed.
5. The City has the right to postpone abatement or delay the construction schedule as it relates to the abatement.

1.04 COMPLETION TIME

A. Work under the proposed Contract Documents shall commence immediately after receipt of the Notice to Proceed and shall be completed and ready for use or operation, subject to any extension of time which may be granted by the City, as agreed upon with the City, as defined in the Contract as completed on/by September 22, 2026.

1.05 OWNER OCCUPANCY

A. The City shall have the right to take possession of and use any completed or partially completed portions of the building upon completion of air testing, although it is not anticipated that the City would so occupy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

A. General: Contractor shall have full use of premises for abatement operations, including use of project site, during the abatement period. Contractor's use of premises is limited only by City's right to perform Work or to retain other contractors on portions of project.

B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

C. Driveways and Entrances: Keep driveways, access easements, and entrances serving premises clear and available at all times. Do not use these areas for parking or storage of materials.

1.07 WORKING HOURS

A. The Contractor's hours of operations are as indicated in the General Requirements.

B. The Contractor must request to the City and Consultant, in writing, 48 hours in advance of any deviation to these hours, such as outside of specified Work hours, weekend, or Holiday Work. The Contractor is responsible for all additional expenses due to weekend or Holiday Work hours. This includes, but is not limited to: City's Consultant, Testing Laboratory personnel, etc. Such additional charges shall be a subsidiary obligation of Contractor. With the exception of additional charges incurred by the Consultant (which the Contractor shall reimburse the City for), no extra payment shall be made by City on account of such overtime Work.

C. Contractor shall secure the site when not working or working after standard working hours.

1.08 WORK RESTRICTIONS

A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by adjacent owners, tenants, or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated.

1. Notify City and utility service not less than 48-hours in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without utility service and City's written permission.

B. Haul Routes:

1. Notify City of all haul routes to disposal sites.
2. In accordance with Section 02 81 00 – Transportation and Disposal of Hazardous Materials.

1.09 WORK SEQUENCE

A. Coordinate abatement schedule and operations with City and Consultant.

1.10 PERMITS, FEES AND NOTICES

A. The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which were legally required at the time bids were received.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

******END OF SECTION******

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Materials Survey.
2. Meetings.
3. Submittals.

1.02 MEASUREMENT AND PAYMENT

A. Work specified in this section is included in the Contract price.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 MATERIALS SURVEY

A. Project is based on known items and quantities as of the time and date of this project manual. The Contractor is to verify all quantities identified within Exhibit “B” of the Project Manual. Costs for additional survey services shall be the responsibility of the Contractor.

3.02 PRECONSTRUCTION MEETING

A. Consultant will schedule a meeting after Notice of Award.

B. Attendance Required:

1. City.
2. Consultant.
3. Contractor – the Supervisor overseeing the project must attend.
4. Major Subcontractors.

C. Agenda:

1. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
2. Designation of personnel representing the parties in Contract and the Consultant.
3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.

4. Use of premises by City and Contractor.
5. City's Requirements.
6. Facilities and controls provided by City.
7. Temporary utilities provided by City/Contractor.
8. Security and housekeeping procedures.
9. Scheduling.
10. Procedures for maintaining record documents.

D. Consultant shall record minutes and distribute copies within seven days after meeting to participants, with copies to City, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

A. Contractor to schedule and administer meetings throughout progress of the Work on weekly intervals.

B. Contractor to make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within seven days to Consultant, City, participants, and those affected by decisions made.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, City, Consultant, as appropriate to agenda topics for each meeting.

D. Agenda:

1. Review minutes of previous meetings.
2. Address public concerns and complaints.
3. Review of Work progress.
4. Field observations, problems, and decisions.
5. Identification of problems which impede planned progress.
6. Review of submittals schedule and status of submittals.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding Work period.
10. Coordination of projected progress.
11. Maintenance of quality and Work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.
14. Schedule next meeting.

E. Contractor shall record minutes and distribute copies within seven days after meeting to participants, with copies to Consultant, City, participants, and those affected by decisions made.

3.04 SUBMITTALS

A. Required submittals are specified in individual sections.

3.05 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:

1. Submit the number of copies which the Contractor requires, plus one copy which will be retained by the Consultant.

B. Documents for Information: Submit one copy.

3.06 SUBMITTAL PROCEDURES

A. Transmit each submittal with Contractor's standard submittal form, if provided.

B. Schedule submittals to expedite the project and deliver. Coordinate submission of related items.

3.07 RE-SUBMITTALS

A. Re-submittals will be handled in the same manner as first submittals. On re-submittals, direct specific attention, in writing on the transmittal letter and on re-submitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the Consultant, on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the Contractor. Make corrections to any Work done because of this type revision that is not in accordance to the Contract Documents as may be required by the Consultant.

******END OF SECTION******

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Temporary abatement facilities for Consultant and Contractor including telephone, water, sanitary, security, temporary fencing, parking and field office.
2. Requirements to minimize pollution of air, water, or land, control of noise, and the disposal of solid waste materials.
    a. Solid waste disposal.
    b. Control of chemical waste.
    c. Control of dust.
    d. Control of noise.
    e. Protection of roadways.

1.02 MEASUREMENT AND PAYMENT

A. Work specified in this section is included in the Contract price.

1.03 QUALITY ASSURANCE

A. Items provided under this section shall be listed and labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).

1. Term “NRTL” shall be as defined in OSHA Regulation 1910.7.
2. Terms “listed” and “labeled” shall be as defined in National Electrical Code, Article 100.

B. Comply with federal, state, and local codes and regulations, and with utility company requirements.

1.04 SUBMITTALS

A. Submit in accordance with Section 01 30 00 – Administrative Requirements.

PART 2 PRODUCTS

2.01 TEMPORARY UTILITIES

A. Contractor shall provide and pay for all electrical power and lighting required for abatement purposes unless otherwise notified by Consultant.

2.02 TEMPORARY TELEPHONE SERVICE

A. A cellular phone shall be acceptable as temporary phone service. Provide telephone number(s) at which responsible representatives of Contractor can be reached evenings, weekends and holidays.

2.03 TEMPORARY WATER SERVICE

A. Contractor shall provide and pay for water service and all water used unless otherwise notified by Consultant.

2.04 TEMPORARY SANITARY FACILITIES

A. Contractor to provide and maintain temporary toilet facilities and enclosures for Contractor's workers, Consultant's personnel, and City's personnel working at project site. Provide at time of project mobilization and maintain until project completion.

B. Portable toilets with hand sanitizer shall be acceptable. Comply with all applicable codes and regulations. Arrange for regular cleaning and/or replacement of portable toilets.

C. Maintain daily in clean and sanitary condition.

2.05 TEMPORARY FENCE AND GATES

A. Provide temporary fencing as required by OSHA or as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. The fencing shall be located in an area approved by the City. Such fence shall be at least six feet high, consistently restrictive from top to grade, and without horizontal or vertical openings wider than four inches. The fence shall be of chain link material or similar material approved by the City. The fence must be maintained for the duration of the Work.

2.06 FIELD OFFICES AND BUILDINGS

A. If desired by Contractor, erect where designated by Consultant, and maintain in good condition, temporary field office, tool, and storage building(s) for Contractor's use. Buildings are not required and cost is incidental to the project.

1. Tool storage building(s) shall be of ample size to provide space for tools and equipment.

2. Building(s) shall be neat and well-constructed, surfaced with plywood, drop siding, Masonite or other similar material, well painted and void of advertisements.

PART 3 EXECUTION

3.01 GENERAL

A. Employ and utilize environmental protection methods, obtain all necessary permits, and fully observe all local, state, and federal regulations. Contractor shall be responsible for any and all fines imposed by any regulatory agency due to the Contractors activities.

3.02 WATER CONTROL

A. Conform to the regulations and requirements of legally authorized surface water management agencies.

B. Protect site from puddling or running water. Provide water barriers as required to protect property from water damage.

C. Water utilized for asbestos removal must be containerized and properly disposed of at a permitted facility unless field filtered in accordance with local, state and federal regulations.

3.03 SOLID WASTE DISPOSAL

A. Contractor Generated:

1. Collect solid waste on a daily basis.
2. Solid waste generated off-site shall not be brought onto or accepted at the site as part of this Contract.
3. Refer to individual specification sections for disposal requirements for other solid waste, debris, and ACM.

3.04 CONTROL OF DUST

A. The control of dust shall mean that no abatement activity shall take place without applying all such reasonable measures as may be required to prevent particulate matter from becoming airborne so that it remains visible beyond the limits of abatement.

B. Utilize methods and practices of abatement to eliminate dust in full observance of agency regulations.

C. The Consultant will determine the effectiveness of the dust control program and may request the Contractor to provide additional measures, at no additional cost to City.

3.05 PROTECTION OF AIR QUALITY

A. Minimize air pollution by requiring use of properly operating combustion emission control devices on abatement vehicles and equipment and encourage shutdown of motorized equipment not in use.

B. Do not burn trash or waste at Project site.

3.06 CONTROL OF NOISE

A. There is an existing noise ordinance (City Code of Waterloo Iowa, Title 4, Chapter 5, Noise Control). No operation of tools or equipment between 11:00 p.m. and 7:00 a.m. or on Sundays or Holidays without written permission of the City. Work hours on the Project are limited to between 7:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise directed by the Consultant.

B. Conduct operations to cause least annoyance to residents in vicinity of Work and comply with applicable local ordinances.

C. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.

D. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.

E. Route vehicles carrying soil, debris, or other material over such streets as will cause least annoyance to public and do not operate on public streets outside of times specified in General Requirements.

3.07 PROTECTION OF ROADWAYS & PARKING AREAS

A. Contractor is responsible for maintenance and restoration of public roads used for hauling of materials and equipment to and from the site.

B. Contractor shall clean debris resulting from operations on the haul roads on a daily basis, or as instructed by the Consultant.

C. The Contractor shall not utilize local storm sewer inlets to wash and remove debris from the haul roads.

D. All hauling operations on- and off-site shall be completed in a manner that minimizes deposition of litter and debris on adjacent roadways.

3.08 SECURITY

A. Contractor must leave the property secured to protect Work, existing facilities, and City's operations from unauthorized entry, vandalism, or theft. City is not responsible for vandalism or theft to Contractor's property.

B. Coordinate with City's police department and fire department.

3.09 CLEAN UP

A. Building:

1. Contractor is to remove any debris generated from the abatement on daily basis and may not stockpile job related materials in common areas of the building during the project.

3.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials prior to Final Application for Payment inspection.

B. Clean and repair damage caused by installation or use of temporary Work.

3.11 COMPLETION OF WORK

A. Upon completion of Work, leave area in a clean, natural looking condition.

B. Remove all signs of temporary construction and activities incidental to construction of required permanent Work.

******END OF SECTION******

SECTION 02 81 00

TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Requirements for the transportation and disposal of materials generated during this project which require off-site disposal and/or treatment. Materials that will or may be found on-site requiring off-site recycling or disposal include:

   a. Rubbish, trash, and miscellaneous garbage.

   b. Asbestos containing materials (ACM).

   c. Miscellaneous building debris and rubble.

B. Furnish all labor, equipment, materials and incidentals required to transport all materials required to be recycled or disposed of off-site.

1.02 MEASUREMENT AND PAYMENT

A. Work specified in this section is included in the Contract price.

1.03 SUBMITTALS

A. Within 10 days after Notice of Award:

1. Names and locations of all facilities proposed to be used for the disposal of materials off-site.

2. Acceptance criteria, if any for each type of waste stream at each facility proposed.

3. Sampling and analytical criteria, if any, for each type of waste stream at each facility proposed.

4. Any other restrictions which may be imposed by each of the proposed facilities.

5. Proposed transportation routes and alternate transportation routes to each disposal facility.

B. As the Work proceeds:

1. Blank sample of shipping documents and disposal manifests for each type of waste stream a minimum of three days prior to their proposed date of use.

2. Copies of all waste profile forms, waste disposal manifests, and bills of lading required by the disposal facilities.

3. Copies of certificates of disposal, destruction, treatment, recycling as applicable and as issued by the disposal facility following acceptance and final disposition of the various waste streams.

C. At Contract Closeout:

1. Summary spreadsheet of all waste hauled from the site, quantities, and identification of the disposal facility.

1.04 QUALITY ASSURANCE

A. Ensure each facility possess all necessary permits required for accepting and disposing of wastes and that these permits are current.

B. Use only disposal facilities previously approved by City for performance of Work.

C. Contractor shall have responsibility to meet requirements of these Specifications, and acceptance of bid does not constitute nor imply approval of proposed off-site waste disposal facility(ies). City shall have right to deny approval of any/all facility(ies) that does not comply with these Specifications.

D. City may schedule inspections of disposal facility, as appropriate, to assess compliance status.

E. In event that identified and approved facility ceases to accept stated waste materials or facility ceases operations, it is Contractor's responsibility to locate alternate approved and permitted facility for accepting waste materials. Contractor is responsible for making necessary arrangements to utilize facility, and alternate facility must be approved by City in same manner and with same information as for original facility.

F. Originate, maintain, and provide City or Consultant with copies of waste shipment manifest records for all waste materials transported off-site. Contractor shall verify nature and quantity of wastes shipped on each load. Manifest forms and records shall be consistent with requirements of RCRA, U.S. DOT regulations, and state requirements. City shall be designated generator for purposes of transport manifest.

1. Provide City with written documentation verifying receipt of each load at designated treatment or disposal facility and verification of proper treatment or disposal.

2. Notify City immediately if Contractor fails to receive "Notification of Receipt" of any waste shipment within reasonable time frame approved by City or Consultant. Contractor shall undertake whatever actions are necessary to determine status of shipment and remedy situation.

1.05 REFERENCE STANDARDS

A. Comply with all applicable federal, state and local laws, codes and ordinances which govern or regulate waste transportation and disposal. Regulations regarding transportation and final disposal of wastes at minimum include but are not limited to the following:

B. United States Federal Government – Code of Federal Regulations (CFR)

1. 29 CFR Occupational Safety and Health Standards
2. 49 CFR 387 (46 CFR 30874, 47073)
3. Department of Transportation DOT-E 8876
4. 40 CFR 136 Guidelines Establishing Test Procedures for Analysis of Pollutants

5. 40 CFR 261 Identification and Listing of Hazardous Waste
6. 40 CFR 262 Standards Applicable to Generators of Hazardous Waste
7. 40 CFR 263 Standards Applicable to Transporters of Hazardous Waste
8. 40 CFR 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities
9. 40 CFR 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal
10. 40 CFR 266 Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities
11. 40 CFR 268 Subparts (C) and (D) Land Disposal Restrictions
12. 40 CFR 279 Standards for the Management of Used Oil
13. 49 CFR 107 Hazardous Materials Program Procedures
14. 49 CFR 171 General Information, Regulations and Definitions
15. 49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements
16. 49 CFR 173 Shippers – General Requirements for Shipments and Packaging
17. 49 CFR 177 Carriage by Highway
18. 49 CFR 178 Specifications for Packaging

PART 2 PRODUCTS

2.01 PACKING MATERIALS

A. Provide all of the materials and equipment required for packaging, labeling, placarding and transportation of waste streams from the site in conformance with department of transportation, federal, state and local regulations.

PART 3 EXECUTION

3.01 NOTIFICATION

A. Notify all applicable federal, state and local representatives, or any other authority which has jurisdiction over the mode and route of transport, in advance of commencing waste stream transport. Obtain all required approvals from those parties having jurisdiction over the transport.

3.02 MANIFESTING

A. Provide and prepare manifests as required for the transportation and disposal of the waste streams from the site. Waste manifests shall be completed in a form acceptable

to the state and federal regulatory agencies. After completion by the Contractor, all waste manifests shall be signed by the City or Consultant.

3.03 LABELING

A. Upon removal of all contaminated materials, properly label all containers or transports prior to transporting these materials for disposal. Contractor shall be responsible for labeling all containers and transports in accordance with applicable federal and state regulations.

3.04 TRANSPORTATION AND ENTRY/EXIT REQUIREMENTS

A. Transport all waste streams from the site in conformance with department of transportation, federal, state and local regulations governing the type of waste stream being transported. This includes, but not limited to, requirements for operator training and requirements for packaging, labeling, marking, placarding of various waste shipments.

B. All waste streams shall be transported directly to the disposal facility from the site. Neither the route nor the mode of transportation shall deviate from the routes submitted to the City without prior written approval from the City or Consultant.

C. Inspect existing roadways immediately adjacent to the site and document their condition prior to project start-up. Any/all repairs or improvements, including permits and/or approvals, to accommodate off-site transportation of wastes shall be responsibility of Contractor. Provide documentation to City or Consultant prior to any hauling operations.

D. Document all entry/exit procedures for transports in Off-Site Transportation and Disposal Plan and shall instruct and provide written instructions to all transporters as to these procedures. Contractor shall see that all personnel are provided with adequate protective equipment in accordance with Contractor’s health and safety plan.

3.05 LOADING OF MATERIALS INTO TRANSPORT CONTAINERS

A. Waste streams will be loaded into transport containers in a manner which minimizes the spilling of materials. Materials which have been segregated on site shall not be mixed in transport containers unless characterized as same waste type. Waste streams shall be secured in transport containers in accordance with the regulations which govern the transportation of these materials. At a minimum, each load of excavated material must be covered prior to leaving the site. Materials shall be loaded into transport containers in manner which does not damage any polyethylene sheeting or other protective liner installed. Transport vehicles shall not be driven over waste streams stockpiled on site or contaminated material which will be excavated during the completion of the Work.

B. Furnish, install, and maintain any on-site temporary loading facilities as required.

C. Provide equipment, personnel, and on-site facilities necessary to handle and load waste materials designated for off-site transport.

D. Ensure that all waste materials loaded for off-site transportation have been accurately identified and are in compliance with appropriate state and federal regulations.

E. Each container shall be visually inspected upon loading to ensure it is properly sealed and there are no signs of spillage or leakage. All vehicles hauling bulk wastes from the site shall be inspected by the Contractor prior to leaving the site. Contractor shall certify proper containerization for each transporter leaving the site.

F. Containers found to be leaking or bulk transports found leaking shall not be loaded until source of leaking is located and source contained. Area where leaking occurred, and any contaminated equipment shall be decontaminated.

G. Contractor shall be responsible for any and all cleanup activities involving waste spilled in transit or during loading operations and shall be at the Contractor's expense.

H. Contractor shall be responsible for verifying appropriate container sizes for off-site disposal in accordance with Federal Department of Transportation (DOT), state, and local regulations. Any requirements and expenses for oversize load are Contractor's responsibility.

3.06 HAULING REQUIREMENTS

A. Implement hauling or transport schedule which minimizes congestion on and around site.

B. Obtain and prepare manifest forms, obtain waste code numbers, and complete waste shipment records as required by State of Iowa and 40 CFR 261 for verifying waste type and quantity of each load transported off-site. Manifest form shall be verified by City or Consultant and copies of each manifest retained by City or Consultant following shipment.

C. City or Consultant will provide hazardous waste generator identification number and/or EPA identification number (for hazardous waste only) pursuant to 40 CFR 261 for use on manifest, if required.

D. City or Consultant will sign hazardous waste manifest as generator.

E. Transport waste from site only to those facilities listed on manifest.

F. Routes and timing must be coordinated with City and appropriate state regulatory agencies. All highway and road restrictions shall be adhered to by Contractor.

G. Use transporter(s) approved by City. Any use of substitute or additional transporters shall have previous approval of the City.

3.07 VEHICLE DECONTAMINATION

A. Decontaminate transport vehicles and containers in a designated decontamination area prior to their leaving the site. Decontamination shall include the removal of material on the tires and axles of trucks and any other material on the vehicle as a result of loading operations.

3.08 OFF-SITE DISPOSAL

A. Dispose of ACM at the Black Hawk County Landfill. No change in disposal facility for any type of waste stream shall be allowed without prior written approval of the City or Consultant.

****END OF SECTION****

SECTION 02 82 00

ASBESTOS REMEDIATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Removal, Cleanup and Disposal of Asbestos Containing Material (ACM).
2. Applicable Standards and Guidelines.

1.02 MEASUREMENT AND PAYMENT

A. The asbestos quantities shown in Exhibit “B” are approximate only but are considered sufficiently adequate for the purpose of comparing bids. The Contractor is responsible for verification of all materials and quantities listed in Exhibit “B”. Asbestos abatement bids will be for all asbestos identified within Exhibit “B”. No additions to the Contract will be allowed for additional ACMs discovered that amount to less than 10% of each material listed below. If additional amounts greater than 10% are identified, Contractor is to stop Work and notify the City and Consultant immediately.

1.03 DESCRIPTION

A. The work includes removal and disposal of Asbestos Containing Materials (ACMs) from the former Altstadt & Langlas Baking Company located at 54 Lane Street, Waterloo, Iowa 50703. The building is slated for demolition. Due to the condition of the building, some portions of the building may require Regulated ACM (RACM) demolition. Specifications for asbestos removal includes both friable and nonfriable ACMs. All ACMs removed from the property must be disposed of at the Black Hawk County Landfill. All materials removed from the property shall be done in accordance with local, state, and federal regulations. A Property Location Map is included in Exhibit “D”. Maps showing the locations of identified ACM are included in Exhibit “F”.

1. Contractor is responsible for verifying all quantities identified in Exhibit “B”.
2. No additional compensation will be made for materials not included in Contractor’s bid.

1.04 REFERENCE STANDARDS

A. Title 29, Code of Federal Regulations, Sections 1910.1001, 1910.134, 1910.2, 1910.1200 and 1926.58. Occupational Safety and Health Administration (OSHA), US Department of Labor.

B. Title 40, Code of Federal Regulations, Part 61, Subparts A and M, National Emission Standards for Hazardous Air Pollutants. U.S. Environmental Protection Agency.

C. Title 40, Code of Federal Regulations, Part 763, Subparts E and G, Asbestos Abatement Project.

D. Chapter 88B of the Code of Iowa, removal or Encapsulation of Asbestos.

E. Chapter 81 of the Iowa Administrative Code, Asbestos Control Procedures, Iowa Bureau of Labor.

F. Iowa Bureau of Labor Guidelines for removal of Asbestos, Chapter 155.

G. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

H. Title Code of Federal Regulations Part 763, Asbestos Containing Materials in Schools.

I. EPA Guidance Document: Asbestos Waste Management Guidance (Blue Book).

1.05 SUBMITTALS

A. Pre-Abatement – to be received within 10 business days after Notice of Award. City will not compensate for project start delays due to late submittals.

1. Provide City and Consultant with a copy of written notification to federal and state agencies (Iowa DNR 10-Day Notification).

2. Submit a list of all personnel who will be involved in the abatement activity including, supervisors, workers, and any other personnel or agent who may be responsible for any aspect of the abatement activities. The list shall include all personnel's Asbestos Abatement Certification numbers and expiration dates. No personnel may be on-site if not certified.

3. Submit a list of all subcontractor personnel who will be involved in the Work. The list shall include applicable required licenses/certifications.

4. Submit shop drawings for layout and construction of decontamination enclosure systems and barriers for isolation of the Work areas detailed in this Specification and required by applicable regulations if necessary.

5. With the City or Consultant, inspect the premises wherein all abatement and abatement related activities will occur and submit a statement signed by both, agreeing on property condition prior to the commencement of the Work.

B. Abatement activities:

1. Contractor shall submit, as required by the City, job progress reports detailing abatement activities.

2. Contractor shall keep daily copies of Work site entry logbooks with information on worker and visitor access. This must include the names and certification numbers and an outline of Work accomplished by those who enter. Daily field reports must be provided to the Consultant the Monday following each work week.

3. Contractor shall submit a copy of emergency procedures.

4. Contractor shall record a log of all personnel who enter the Work area which will be made available to the City or Consultant upon request. Sign-in logs to be provided to the Consultant the Monday following each work week.

5. Submit copies of all transport manifests, trip tickets and disposal receipts for all asbestos waste materials removed from the Work area during the abatement process to the Consultant within seven (7) calendar days of completion of project.
6. The Project will not be considered complete until all submittals are received by the City, which will affect payment for the project.

1.06 QUALITY ASSURANCE

A. Asbestos Firm Qualifications: An experienced firm that has specialized in asbestos abatement Work similar in size and scope to that indicated for this project.
   1. Asbestos abatement workers must be licensed by the Iowa Department of Inspections, Appeals, & Licensing for the purpose of removal, encapsulation, enclosure, demolition, and maintenance of structures or components covered by or composed of asbestos containing materials.

B. Regulatory Requirements: Comply with governing OSHA, IDNR and U.S. EPA notification regulations before beginning renovation or demolition activities. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Preconstruction Meeting: Attend meeting at project site if required by City.

PART 2 PRODUCTS

2.01 MATERIALS

A. The Contractor shall provide all materials and supplies necessary to complete the project.

B. Store all materials so as to prevent damage or contamination.

C. Damaged or deteriorating materials shall not be used.

D. Containment materials shall be a minimum of six mil thick for walls and covering stationary objects. Containment materials for floors and other uses, including hauling, shall be at least six mil in thickness.

E. Disposal bags shall be a minimum of six mil in thickness, pre printed with labels as required by 40 CFR 61.22(j)(3)(i)(C) and 49 CFR Part 172.

F. Disposal drums shall be metal or fiberboard with locking ring tops. Stick on labels conforming to (E) shall be applied.

G. Warning signs as specified by OSHA 29 CFR 1910.1001(j)(1)(ii) shall be used.

H. Surfactant shall be a 50/50 mixture of polyoxyethyleneether and polyoxyethylene ester, or equivalent, mixed 1 fluid ounce to 5-gallon proportion, or as specified by the manufacturer.

2.02 EQUIPMENT

A. General

1. The Contractor shall supply all tools and equipment necessary to complete the project.
2. A sufficient quantity of HEPA filtered air filtration units must be utilized to maintain required air exchanges.
3. Full body disposable protective clothing impenetrable to asbestos shall be provided to authorize personnel as needed.
4. Approved safety equipment shall be provided as needed.
5. Equipment needed to complete the project such as scaffolds (may not be wood per the Fire Prevention Bureau (FPB) Policy 2011-3), ladders, and hand tools, and other tools shall be provided as needed.
6. HEPA filtered vacuums shall be available as needed during the project.

B. Respiratory Equipment

1. Respiratory protection in compliance with applicable OSHA regulations shall be provided.
2. For Class I work, the abatement workers and supervisors shall wear, at a minimum, powered air-purifying respirators with appropriate HEPA filters until such time that personal and short-term excursion limit samples show airborne asbestos levels of 0.3 f/cc or less. After these levels are achieved, the abatement workers and supervisors may switch to 1/2 face negative pressure respirators. If airborne asbestos levels reach a level of over 0.3 f/cc, PAPR's must again be utilized.

C. Protective Clothing

1. Disposable clothing, including head and foot protection, shall be provided by the Contractor in sufficient quantities and adequate sizes for all workers and authorized visitors.
2. Launderable clothing, if required, shall be provided by the Contractor in sufficient quantities and adequate sizes for all workers and authorized visitors.
3. Hard hats, protective eyewear, gloves, rubber boots, and/or other footwear shall be provided by the Contractor as required for workers and authorized visitors. Safety shoes may be required for some activities.

PART 3 EXECUTION

3.01 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of asbestos abatement required.

B. Contractor to verify all quantities of ACM in Exhibit “B”.

3.02 PREPARATION

A. The Contractor shall post signs at all entrances to the job site, or 20 feet from the Work area at 30-foot intervals around the perimeter of the job site. Contractor must leave the property secured to protect the Work area.

B. The Contractor will shut off and lock out all electric power feeding the job site. The Contractor will then provide temporary power together with ground fault circuit interrupters to supply the electrical needs of the project.

C. All alterations to the Work area for purposes of containment set up or removal shall be the responsibility of the Contractor unless agreed upon previously with the City.

D. The Contractor will shut down and lock out all HVAC systems that supply or pass through the Work area. Seal all vents with tape and two layers of six mil polyethylene (poly).

E. The Contractor will arrange for sanitary facilities for abatement personnel outside the Work area and maintain them in a sanitary condition.

F. The Contractor is responsible for providing water for project purposes.

G. The Contractor will preclean all movable objects in the Work area and remove them to an uncontaminated area.

H. The Contractor shall preclean all fixed objects and surfaces in the Work area. After precleaning, enclose fixed objects in at least six mil poly sheeting and seal securely with tape. Use the precleaning form in this specification to record the date, method, area, and identity of the supervisor.

I. The Contractor shall cover floors in the work area with two layers of six mil poly. Floor material shall extend at least 12 inches up side walls. Seams that may allow leakage will be minimized and staggered.

J. The Contractor shall cover walls in the work area with two layers of six mil poly. Wall material shall overlap floor materials by at least 12 inches.

K. The Contractor shall provide a worker decontamination system where workers will enter and exit the work area.

L. Any negative pressure containment must be smoke tested at the beginning of every shift and documented. Negative pressure containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water.

M. Asbestos diagrams and field forms are included in Exhibit “G”.

3.03 GENERAL PROCEDURES

A. Removal of ACM

1. Wet all asbestos containing material with water or an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material, however, do not allow excessive water to accumulate in the Work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. Wetting

procedures are not equally effective on all types of asbestos containing materials but shall be used in all cases.

2. Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of Work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
3. Material removed from each Work area shall not be dropped or thrown into disposal trucks or bins. Material should be removed as intact sections or components whenever possible and carefully lowered to the truck or bin container.
4. Area air sampling will be completed randomly during abatement. Following the completion of abatement and passing of a visual inspection, final clearance air monitoring samples will be collected from each containment area. All air samples will be analyzed using Phase Contrast Microscopy (PCM).
5. All Contractor staff working within a regulated area must have documentation of a negative exposure assessment for the type of work being performed from the previous 12 months. Personal air sampling may be completed by the Contactor in the absence of a negative exposure assessment. If a previous negative exposure assessment has not been completed, personal air sampling must be completed within seven days of beginning Work.
6. Each Work area shall be cleaned until it is free of ACM and/or contaminated debris or until approved by Consultant. Consultant will be on-site to conduct visual survey of each Work area that has been abated and will also collect PCM final clearance air monitoring samples. Should any visible reside remain, including nails or staples, it will be assumed to be asbestos and the Work area will be recleaned by the Contractor and reinspected. A visual inspection form will be signed by the Contractor and Consultant following passing of a visual inspection. If PCM air monitoring samples fail, Contractor will be responsible for recleaning the Work area and removing porous materials from Work area prior to a retesting.
7. Following passing of a visual inspection and PCM final clearance air samples, if collected – will be for interior containments, the containment material may be removed upon notification from the Consultant.

B. Disposal of ACM

1. As the Work progresses, to prevent exceeding available storage capacity on-site, sealed and labeled containers of asbestos containing waste shall be removed and transported to the prearranged disposal location.
2. Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAPS and applicable state and local guidelines and regulations.
3. All Waste Shipment Records shall be delivered to the City. A recommended record keeping format utilizes the Waste Shipment Record (WSR) which includes the

names and addresses of the Generator (City), Contractor, Transporter, and Disposal Site, the estimated quantity of the asbestos waste and the type of containers used. The form should be signed by the Contractor, the Transporter and the Disposal Site Operator, as the responsibility for the material changes hands. Instructions can be found with the Waste Shipment Records.

4. The Contractor and Transporter should retain a copy of the WSR upon completing their portion of it. The Disposal Site Operator should retain a copy and return a completed copy to the Generator within 45 days of the ACM leaving the Project Area.
5. All ACM that is readied for transport must be labeled with the name of the waste generator and the location at which the waste was generated. The Contractor is responsible for providing the label.
6. Once debris have been removed from the Work area, they shall be loaded into a lined or enclosed truck for transportation.
7. The enclosed cargo area of the truck shall be free of debris and lined with six mil poly sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the side walls. Wall sheeting shall be overlapped and taped into place.
8. Any debris or residue observed on containers or surfaces outside of the Work area resulting from cleanup or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet methods as appropriate.

3.04 ABATEMENT PROCEDURES

A. Class I Work

1. Removal of Asbestos Containing Materials

   a. The Contractor shall wet all asbestos materials with amended water and saturate it to the substrate. Saturate the asbestos material sufficiently so that at no time will there be fiber release from dry asbestos. Misting or spraying may be used to assist in fiber settling.

   b. Immediately following removal, wet asbestos shall be packed into bags or drums. Seal containers and move them to the waste container airlock. Bags should not be overfilled. Asbestos waste with sharp components shall be contained in drums before removal from the Work area.

   c. Asbestos material shall not be dropped or thrown to the floor. Material should be removed as intact sections or components whenever possible and carefully lowered to the floor. If this cannot be done for materials greater than 50-feet above the floor, a dust-tight chute shall be constructed to transport the material to containers on the floor or the material may be containerized at elevated levels (e.g., on scaffolds) and carefully lowered to the ground by mechanical means. For materials between 15 and 50 feet above the ground, they may be containerized at elevated levels or dropped onto inclined chutes or scaffolding for subsequent collection and containerization.

d. Upon being lowered to the ground, unwrapped material shall be transferred to a closed receptable in such a manner as to preclude the dispersion of dust.

e. Bags of asbestos waste shall be removed from Work area at the end of each shift to prevent water leakage.

f. Surfaces from which asbestos was stripped shall be brushed or hand cleansed until no visible asbestos residue remains.

g. Special circumstances (e.g., live electrical equipment or live steam lines) may prohibit the adequate use of wet methods to reduce fiber concentrations. For these situations, a dry removal may be required. The Contractor will have to acquire special permits, different from those mentioned herein from the NESHAP enforcement agency.

h. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.

2. Clean-up Procedures

a. Collect and containerize all visible accumulations of asbestos containing materials and debris.

b. Wet clean all surfaces in the Work area using rags, mops, or sponges, as appropriate.

c. Remove all containerized waste from the Work area and waste container airlock.

d. Decontaminate and remove all unnecessary tools and equipment.

e. Inspect the Work area for visible residue. If any accumulation of residue is observed, it will be assumed to asbestos and the Work area shall be recleaned.

f. Apply a thin coating of an encapsulating agent to all surfaces in the Work area to seal in non-visible residue. The Contractor shall verify the compatibility of any encapsulating agent with future replacement material.

B. Class II Asbestos Work - Flooring

1. Resilient flooring shall be removed by wetting the sharp point where the material will be cut and during delamination. Rip-up of resilient flooring is prohibited.

2. Mechanical chipping is prohibited unless performed in an NPE.

3. Tiles shall be removed intact unless the employer demonstrates that intact removal is not possible.

4. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.

C. Class II Asbestos Work - Roofing

1. Roofing material shall be removed intact to the extent possible.

2. Cutting machines shall be continuously misted during use, unless misting substantially decreases worker safety.

3. All loose dust left from cutting operations must be immediately HEPA vacuumed.
4. Unwrapped or unbagged roofing material must immediately be lowered to the ground via covered, dust-tight chute, crane or hoist, or wrapped in plastic sheeting and lowered to the ground no later than the end of the Work shift.
5. Upon being lowered to the ground, unwrapped material shall be transferred to a closed receptacle in such a manner as to preclude the dispersion of dust.
6. Roof level heating and ventilation air intake sources shall be isolated or the ventilation system shall be shut down.
7. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.

D. Class II Asbestos Work - Siding, shingles, or transite panels
1. Cutting, abrading, or breaking of these materials shall be prohibited unless the employer can demonstrate that other methods less likely to release asbestos fibers cannot be used.
2. Each panel or shingle shall be sprayed with amended water prior to removal.
3. Unwrapped or unbagged panels or shingles must immediately be lowered to the ground via covered, dust-tight chute, crane or hoist, or wrapped in an impervious waste bag or wrapped in plastic sheeting and lowered to the ground no later than the end of the Work shift.
4. Nails shall be removed intact. If determined they are not able to be removed intact, Contractor may cut with flat, sharp instruments.
5. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.

E. Class II Asbestos Work - Other
1. The material must be thoroughly wetted with amended water prior to removal.
2. The material shall be removed in an intact manner unless the employer demonstrates that intact removal is not possible.
3. Cutting, abrading, or breaking of these materials shall be prohibited unless the employer can demonstrate that other methods less likely to release asbestos fibers cannot be used.
4. ACM removed, shall be immediately bagged or wrapped, or kept wetted until transferred to a closed receptacle, no later than the end of the Work shift.
5. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.

F. Class III Asbestos Work
1. Work shall be performed using wet methods.
2. To the extent feasible, the Work shall be performed using local exhaust ventilation.

3. Where the disturbance involves drilling, cutting, abrading, sanding, chipping, breaking, or sawing of TSI or surfacing material, the employer shall use impermeable drop cloths, and shall isolate the area using mini-containments or glovebags.
4. The employer shall contain the area using impermeable drop cloths and plastic barriers or their equivalent, or shall build an NPE.
5. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.

G. Class IV Asbestos Work

1. ACM or PACM debris will be promptly cleaned using wet methods and/or HEPA vacuuming.
2. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.
3. In areas where friable TSI or surfacing materials are located, waste and debris must be assumed to contain asbestos.

3.05 GLOVEBAG PROCEDURES

A. Glovebagging may not be performed on pipes whose temperature exceeds 150 degrees Fahrenheit.

B. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.

C. At least two persons shall perform the work on each individual glovebag.

D. A protective shroud of at least six mil poly shall be placed under the glovebag area. A plastic barrier shall be utilized if the glovebag area is occupied.

E. Loose and friable material adjacent to the glovebag is to be wrapped and sealed in two layers of six mil poly.

F. Glove bags must be installed so that they completely cover the pipe or other structure where asbestos removal work is to be done. Glove bags shall be installed by cutting the sides of the glove bag to fit the size of the pipe form which asbestos is to be removed. The glove bag is attached to the pipe by folding the open edges together, stapling them, and securely sealing them with tape. All openings in the glove bag must be sealed with duct tape or equivalent to prevent any leakage from the bag.

G. Each glove bag is to be smoke tested after installation on the pipe prior to beginning removal. Smoke testing will be done by the Consultant or Contractor by inserting the smoke tube through a small hole in the glove bag. The glove bag is then filled with smoke, the tube is removed, and the hole patched with duct tape. The glove bag is then squeezed. If smoke escapes from the glove bag, the leak is to be sealed. Removal may begin after approval by Consultant or documentation of adequate smoke testing by the Contractor.

H. The employees who are performing the asbestos removal with the glove bag must don at least a half mask dual-cartridge HEPA filtered respirator and wear disposable protective clothing. Respirators should be worn by employees who are in close contact with the glove bag and who may thus be exposed as a result of small gaps in the seams of the bag or holes punched through the bag by a razor knife or a piece of wire mesh.

I. A HEPA filtered vacuum is to be inserted into the glovebag and left running continuously during the glovebag removal.

J. The material to be removed must be adequately wetted with a wetting agent prior to removal. The removed asbestos material from the pipe or other surface must be thoroughly wetted with a wetting agent (applied with a sprayer wand inserted through a small hole cut in the bag with an airtight seal).

K. A wetting agent must then be used to spray any layer of dry material that is exposed beneath the mesh, the surface of the stripped underlying structure, and the inside of the glove bag.

L. After removal of the layer of asbestos containing material, the pipe or surface from which asbestos has been removed must be thoroughly cleaned with a brush and wet wiped with a wetting agent until no traces of the asbestos containing material can be seen.

M. Any asbestos containing insulation edges that have been exposed as a result of the removal or maintenance activity must be encapsulated with bridging encapsulant to ensure that the edges do not release asbestos fibers to the atmosphere after the glove bag has been removed.

N. When the asbestos removal and encapsulation have been completed, the bag may be removed from the pipe and sealed with tape to keep the asbestos materials safely in the bottom of the bag. The glove bag must then be double bagged in a labeled six mil poly bag, sealed, and removed from the Work area to be disposed of properly.

3.06 SCOPE OF WORK

A. Caulk Removal (Exterior/Roof)

1. Remove the asbestos containing caulking. All asbestos removal Work is to be done as per this specification. The Contractor is to drape one layer of six mil poly on the ground around the perimeter of the building. The poly is to be draped in such a manner as to catch any asbestos debris that may be caused by the removal process.

   The asbestos containing material is to be wetted before and during removal. The caulking is to be removed intact to the extent possible. The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. All disposal containers must be cleaned prior to removal. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

B. Duct Wrap Removal

1. Remove the asbestos containing duct wrap. All asbestos removal Work is to be done as per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A single cell decontamination unit must be attached to the containment.

   The floor(s) in the containment area are to have a minimum of two layers of six mil poly.

   The asbestos containing material is to be wetted before and during removal. The duct wrap is to be removed intact to the extent possible. The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. All disposal containers must be cleaned prior to removal from the contained area. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

C. Debris Removal

1. Remove the asbestos containing debris. All asbestos removal is to be done as per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A full and functional three chamber decontamination unit must be attached to the containment.

   The asbestos containing material is to be wetted before and during removal. The debris is to be removed intact to the extent possible. The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. All disposal containers must be cleaned prior to removal from the contained area. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

D. Mastic Removal (Ceiling Tile and Wall Tile)

1. Remove the asbestos containing mastic. All asbestos removal Work is to be done as per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A single cell decontamination unit must be attached to the containment.

The floor(s) in the containment area are to have a minimum of two layers of six mil poly.

The asbestos containing material is to be wetted before and during removal. The mastic is to be removed intact to the extent possible. The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. All disposal containers must be cleaned prior to removal from the contained area. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

E. Pipe Elbow Removal (Containment)

1. Remove the asbestos containing pipe elbows. All asbestos removal Work is to be done per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A full and functional three chamber decontamination unit must be attached to the containment.

   The floor(s) in the containment area are to have a minimum of two layers of six mil poly.

   The asbestos containing material is to be removed intact to the extent possible. The asbestos pipe elbows are to be adequately wetted before and during removal. The pipe elbows are to be removed intact to the extent possible. The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. All disposal containers must be cleaned prior to removal from the contained area. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

F. Pipe Elbow Removal (Glovebag)

1. Remove the asbestos containing pipe elbows. All asbestos removal Work is to be done using the glovebag removal method per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The Contractor is to drape one layer of six mil poly on the ground immediately underneath the removal area. If more than 20 linear feet of ACM pipe insulation is being removed in any one functional space, Contractor must place the area under negative pressure as described in this specification. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A full and functional three chamber decontamination unit must be attached to the containment.

Before beginning Work, each glovebag shall be inspected for breaches and smoke-tested for leaks, and any leaks sealed. The asbestos containing material is to be removed intact to the extent possible. The asbestos pipe elbows are to be well wetted with amended water before disturbance and removal. During removal the asbestos containing pipe elbows should continue to be wetted with amended water to avoid visible emissions. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. All disposal containers must be cleaned prior to removal from the contained area. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

G. Pipe Insulation Removal (Containment)

1. Remove the asbestos containing pipe insulation. All asbestos removal Work is to be done as per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A full and functional three chamber decontamination unit must be attached to the containment.

   The floor(s) in the containment area are to have a minimum of two layers of six mil poly.

   The asbestos containing material is to be removed intact to the extent possible. The asbestos pipe insulation is to be adequately wetted before and during removal. The pipe insulation is to be removed intact to the extent possible. The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. All disposal containers must be cleaned prior to removal from the contained area. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

H. Pipe Insulation Removal (Glovebag)

1. Remove the asbestos containing pipe insulation. All asbestos removal Work is to be done using the glovebag removal method per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The Contractor is to drape one layer of six mil poly on the ground immediately underneath the removal area. If more than 20 linear feet of ACM pipe insulation is being removed in any one functional space, Contractor must place the area under negative pressure as described in this specification. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A full and functional three chamber decontamination unit must be attached to the containment.

Before beginning Work, each glovebag shall be inspected for breaches and smoke-tested for leaks, and any leaks sealed. The asbestos containing pipe insulation is to be removed intact to the extent possible. The asbestos pipe insulation is to be well wetted with amended water before disturbance and removal. During removal the asbestos containing pipe insulation should continue to be wetted with amended water to avoid visible emissions. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. All disposal containers must be cleaned prior to removal from the contained area. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

I. RACM Building Demolition

1. Remove the asbestos containing building portions that cannot be safely abated. All asbestos removal Work is to be done as per this specification. The building portions to be demolished should be properly sprayed with water until adequately wet by licensed Contractor staff. Wet asbestos containing material with an amended water solution using equipment capable of providing a fine spray mist in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material to the substrate, however, do not allow excessive water to accumulate in the Work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. Maintain a high humidity in the Work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos containing materials, but shall be used in all cases.

   Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of Work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up. Special circumstances (e.g., live electrical equipment, high amosite content of material, materials previously coated with an encapsulant or paint) may prohibit the adequate use of wet methods to reduce fiber concentrations. For these situations, a dry removal may be required. The Contractor will have to acquire special permits, different from those mentioned herein from the NESHAP enforcement agency.

   Material removed from the structures shall not be dropped or thrown to the floor. Material should be removed as intact sections or components wherever possible and carefully lowered to the container or ground. Materials between 15 and 50 feet above the ground may be containerized at elevated levels or dropped into includes chutes or scaffolding for subsequent collection and containerization. All visible debris must be removed from the Work area.

   Waste load out containers shall be lined with two layers of six mil poly sheeting secured with tape for transport to the landfill. Asbestos containing waste with sharp edged components (e.g., nails, screws, metal lath, tin sheeting) may tear the poly and shall be reinforced as needed with extra poly. Waste containers shall have the

appropriate OSHA, DOT, and waste generator labels affixed. The asbestos containing material is to be disposed of at an approved landfill.

J. Roof Felt Removal

1. Remove the asbestos containing roof felt. All asbestos removal Work is to be done as per this specification. The asbestos containing material is to be wetted before and during removal. The roof felt is to be removed intact to the extent possible. Roof level heating and ventilation air intake sources shall be isolated, or the ventilation system shall be shut down.

   Cutting machines shall be continuously misted during use, unless misting substantially decreases worker safety. All loose dust left from cutting operations must be immediately HEPA vacuumed. Unwrapped or unbagged roofing material must immediately be lowered to the ground via covered, dust-tight chute, crane or hoist, or wrapped in plastic sheeting and lowered to the ground no later than the end of the Work shift. Upon being lowered to the ground, unwrapped material shall be transferred to a closed receptacle in such a manner as to preclude the dispersion of dust.

   The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All disposal containers must be cleaned prior to removal. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

K. Tar (Wall/Roof/Parapet) Removal

1. Remove the asbestos containing wall, roof, and parapet tar. All asbestos removal Work is to be done as per this specification. The asbestos containing material is to be wetted before and during removal. The wall, roof, and parapet tar is to be removed intact to the extent possible. Roof level heating and ventilation air intake sources shall be isolated, or the ventilation system shall be shut down.

   Cutting machines shall be continuously misted during use, unless misting substantially decreases worker safety. All loose dust left from cutting operations must be immediately HEPA vacuumed. Unwrapped or unbagged roofing material must immediately be lowered to the ground via covered, dust-tight chute, crane or hoist, or wrapped in plastic sheeting and lowered to the ground no later than the end of the Work shift. Upon being lowered to the ground, unwrapped material shall be transferred to a closed receptacle in such a manner as to preclude the dispersion of dust.

   The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All disposal containers must be cleaned prior to removal. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

L. Transite Siding (Exterior) Removal

1. Remove the asbestos containing transite siding. All asbestos removal Work is to be done as per this specification. The Contractor is to drape one layer of six mil poly on the ground around the perimeter of the building. The poly is to be draped in such a manner as to catch any asbestos debris that may be caused by the removal process.

   The asbestos containing material is to be wetted before and during removal. The transite siding is to be removed intact to the extent possible. Nails or staples shall be removed intact, if determined they are not able to be removed intact than the Contractor may cut with flat, sharp instruments. The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. All disposal containers must be cleaned prior to removal from the contained area. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

M. Window Glazing Removal (Exterior)

1. Remove the asbestos containing window glazing. All asbestos removal Work is to be done as per this specification. The Contractor is to drape one layer of six mil poly on the ground around the perimeter of the building beneath the asbestos containing window glazing. The poly is to be draped in such a manner as to catch any asbestos debris that may be caused by the removal process.

   The asbestos containing material is to be wetted before and during removal. The window glazing is to be removed intact to the extent possible and may include removal of entire windows. The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. All disposal containers must be cleaned prior to removal. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

N. Window Glazing Removal (Interior)

1. Remove the asbestos containing window glazing. All asbestos removal Work is to be done as per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A single cell decontamination unit must be attached to the containment.

   The floor(s) in the containment area beneath the window are to have a minimum of one layer of six mil poly. The poly is to be placed in such a manner as to catch any asbestos debris that may be caused by the removal process.

   The asbestos containing material is to be wetted before and during removal. The caulking is to be removed intact to the extent possible. The Contractor is responsible

for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. All disposal containers must be cleaned prior to removal from the contained area. If the Contractor is using barrels, barrels must be lined with six mil poly and properly sealed and labeled. The asbestos containing material is to be disposed of at the Black Hawk County Landfill.

*****END OF SECTION*****

EXHIBIT A – Signature Page

EXHIBIT "A"

ASBESTOS ABATEMENT
FORMER ALTSTADT & LANGLAS BAKING COMPANY
54 LANE STREET WATERLOO, IOWA 50703

SIGNATURE PAGE

The undersigned Proposer/Bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full.

Our bid, for asbestos abatement and disposal of the Former Altstadt & Langlas Baking Company located at 54 Lane Street is, not to exceed:

Total "lump sum" bid: $_____

Total in written form: _____

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print) _____

Authorized Representative Signature _____

Date : _____ Email: _____

Phone: _____ Fax: _____

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be listed in writing on an attached document provided by the Bidder. Please be as specific as possible. Please check one:

____ Our company has **no** exceptions/deviations.
____ Our company **does** have exceptions/deviations which are listed on an attached document.

SUBCONTRACTORS AND SUB-CONTRACTORS to this Request for Bid shall be listed in writing on an attached document provided by the Bidder. Please be as specific as possible. Please check one:

____ Our company has **no** subcontractors or sub-subcontractors.
____ Our company **does** have subcontractors or sub-subcontractors which are listed on an attached document.

GENERAL INFORMATION. Freight and/or delivery charges, if any, shall be included in the price.

FIRM PRICING. Offered prices shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the Contract.

ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda). The authorized representative herby acknowledges receipt of the following addenda:

Addenda Number _____ Date _____ Addenda Number _____ Date _____

☐ We choose not to bid at this time but would like to be considered for future requests for bid

EXHIBIT B – Bid Items and Quantities

EXHIBIT "B"

ASBESTOS ABATEMENT
FORMER ALTSTADT & LANGLAS BAKING COMPANY
54 LANE STREET WATERLOO, IOWA 50703

BID ITEMS AND QUANTITIES

The Quantities shown below are approximate only but are considered sufficiently adequate for the purpose of the Project Manual and comparing bids. The Contractor is responsible for verification of all materials and quantities listed below. No additions to the Contract will be allowed for additional ACMs discovered that amount to less than ten percent (10%) of each material listed below. If additional amounts greater than ten percent (10%) are identified, Contractor is to stop work and notify the City and/or City's consultant immediately. No compensation for removal of suspect ACMs without prior authorization by City and/or City's consultant will be approved. All materials and quantities are subject to revision by the City.

ASBESTOS CONTAINING MATERIALS SAMPLE LIST

Material Substance	Location	Asbestos Content	Est. Quantity
Transite Siding	Exterior Section D; Exterior Section G; Interior Section F – In Debris Pile on Ground	20% Chrysotile	Section D: 300 SF Section G: 100 SF Section F: 2,100 SF Total: 2,500 SF
Wall Tar	Exterior Section D – Junction of Former Roof; Exterior Section G	15% Chrysotile 10% Chrysotile	Section D: 40 LF Section G: 50 LF Total: 90 LF
Door Caulk	Exterior Section A; Exterior Section G; Exterior Section F	2% Chrysotile 4% Chrysotile 3% Chrysotile	Section A: 30 LF Section G: 30 LF Section F: 40 LF Total: 100 LF
Window Glazing	Exterior Section A; Exterior Section G; Interior Section A	<1% Chrysotile 3% Chrysotile	Section A 600 LF (23 Windows) – Same Windows as ACM Window Caulk Section G: 600 LF (11 Windows) Interior Section A: 160 LF Total: 1,360 LF
Window Caulk	Exterior Section A; Exterior Section D	2% Chrysotile 4% Chrysotile	Section A: 600 LF (23 Windows) Section D: 40 LF (2 Windows)
Pipe Insulation (1", 3", and 4")	Interior Section G; Interior Section D	10% Chrysotile 25% Amosite / 20% Chrysotile	Section D: 200 LF Section G: 190 LF Total: 390 LF
Pipe Elbow (3")	Interior Section G	<1% Amosite / 60% Chrysotile 10% Amosite / 30% Chrysotile	12 Elbows

Material Substance	Location	Asbestos Content	Est. Quantity
Pipe Insulation – On Pipes and Debris Pile on Ground	Section A; Section B; Section D; Section E	25% Amosite / 10% Chrysotile 25% Amosite / 10% Chrysotile 25% Amosite / 20% Chrysotile <1% Amosite / 30% Chrysotile	Section A: 350 LF Section B: 500 LF Section D: 2,000 SF Section E: 2,000 SF Total: 850 LF & 4,000 SF
Roof Felt	Section D Roof; Exterior Section D – Junction of Former Roof; Section F – In Debris Pile on Ground	60% Chrysotile 40% Chrysotile	Section D: 11,600 SF – Quantified with Roofing Materials and Parapet Tar Section F: 2,100 SF – Quantified with Transite Siding in Debris Pile Total: 13,700 SF (though all already accounted for with other materials)
Roof Tar	Exterior Section C – In Debris Pile on Ground; Section F – In Debris Pile on Ground	30% Chrysotile <1% Chrysotile	Section C: 2,000 SF Section F: 2,100 SF – Quantified with Transite Siding in Debris Pile Total: 4,100 SF (though 2,100 SF already accounted for with other materials)
Wall Caulk	Exterior Section A; Exterior Section D; Exterior Section E	5% Chrysotile 3% Chrysotile 2% Chrysotile	Section A: 5 LF Section D: 20 LF Section E: 30 LF Total: 55 LF
Duct Wrap	Interior Section A	10% Chrysotile	40 LF
1′ x 3′ Ceiling Tile Mastic	Interior Section A	2% Chrysotile	2,000 SF
3″ x 3″ Wall Tile Mastic	Interior Section A	3% Chrysotile	1,200 SF
Parapet Tar	Section D Roof	3% Chrysotile	500 SF
Roofing Materials and Parapet Tar	All Rooftops (Sections A-G)	3% Chrysotile 30% Chrysotile Assumed	Section A: 4,968 SF Section B: 6,630 SF Section C: 2,550 SF Section D: 12,496 SF Section E: 7,744 SF Section F: 2,112 SF Section G: 3,845 SF Total: 40,345 SF

NOTE: IT IS UNDERSTOOD THAT THE QUANTITIES OF ACMS DOCUMENTED WITHIN THIS PROJECT MANUAL ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO SUBMISSION OF BID.

_____

Bidder Name

In the event of discovery of items or materials exceeding 10% of the approximate quantity or not identified within the specifications are located during abatement, Contractor will be bound to the following pricing:

ITEM	Material Substance	Unit	Unit Price
1	Transite Siding	SF	$
2	Wall Tar	LF	$
3	Door Caulk	LF	$
4	Window Glazing	Window	$
5	Window Caulk	Window	$
6	Window Caulk	LF	$
7	Pipe Insulation (1", 3", and 4")	LF	$
8	Pipe Elbow (3")	Each	$
9	Pipe Insulation – Debris Pile on Ground	SF	$
10	Roof Felt	SF	$
11	Roof Tar	SF	$
12	Wall Caulk	LF	$
13	Duct Wrap	LF	$
14	Ceiling Tile Mastic	SF	$
15	Wall Tile Mastic	SF	$
16	Parapet Tar	SF	$
17	Floor Debris	SF	$
18	Roofing Materials	SF	$

NOTE: IT IS UNDERSTOOD THAT THE QUANTITIES OF ACMS DOCUMENTED WITHIN THIS PROJECT MANUAL ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO SUBMISSION OF BID.

_____

Bidder Name

EXHIBIT C – Contract for Asbestos Abatement Services

EXHIBIT "C"

ASBESTOS ABATEMENT
FORMER ALTSTADT & LANGLAS BAKING COMPANY
54 LANE STREET WATERLOO, IOWA 50703

CONTRACT FOR ASBESTOS ABATEMENT SERVICES

This Contract for Asbestos Abatement and Disposal Services (the "Contract") is entered into as of July 7, 2026 by and between the City of Waterloo, Iowa ("City") and _____. ("Contractor").

In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. Term and Services. For the period of July 7, 2026 thru September 22, 2026, subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all supervision, technical personnel, labor, materials, tools, machinery, services, and perform and substantially complete all work within the time period stated in the specifications after receipt of Notice to Proceed with respect to a given property or set of properties. Work to be performed includes all work described in the Contract Documents (defined below).

Contractor shall provide the above services at the cost set forth in Contractor's RFB response, except by written amendment as provided herein. Contractor's request for payment for services authorized under this Contract shall be submitted in accordance with the Contract Documents and will be paid within forty-five (45) days after receipt of an original invoice and after such services are delivered and accepted and all necessary supporting documentation is submitted. Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for all work performed, for all permits, licenses, inspections, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work, in accordance with the specifications.

2. Contract Documents. The following documents (collectively, the "Contract Documents") are hereby incorporated by reference as though set forth herein in full:

a. Request for Bid
b. Addenda (if any)
c. Response (Bid) from Contractor
d. Specifications for Asbestos Abatement

In the event of conflict between the provisions of the Contract Documents and this Contract, the provisions of this Contract shall prevail.

2.1 Contract Limits. Total actual expenses allowed by the project Contract, including any renewal extensions of the Contract, shall not exceed $_____ as provided in the Bid Tabulation that is part of Contractor's RFB Response referenced in Section 2.c above, except by written amendment as provided herein.

3. Approval; Timing of Work. Contractor shall not begin work on any asbestos abatement until after the Contract has been approved by the city council and the Contractor has been issued a Notice to Proceed. The Contractor shall complete the Project in an expeditious manner and shall commence work in a timeline consistent with the term of the Contract. The Contractor shall be responsible for providing the City's Representative with a minimum of 24 hours advance notification prior to commencing asbestos abatement activity with respect to the property. The site shall be completely fenced, and secured when left unattended. If Contractor is prevented from timely completing the work because of circumstances beyond the Contractor's reasonable control as determined by the City, the time for completion of the work will be tolled for a period of time equivalent to the stoppage resulting from such circumstances. The Contractor does hereby expressly acknowledge and agree that time is of the essence of this Contact, and, thus, failure by the Contractor to timely render and perform services hereunder shall constitute a material breach of Contract.

4. Performance and Payment Bond. Contractor will be required to furnish bond in an amount equal to one hundred percent (100%) of the contract price and shall be issued by a responsible surety acceptable to the City. The bond shall guarantee the faithful performance of the Contract and the terms and conditions therein contained, shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of this Contract.

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

6. Property Damage. Contractor shall be responsible for all damage to public or private property. Contractor shall have one responsible person at the job site at all times when asbestos abatement activities are undertaken. Contractor shall keep a report of all damage. If public or private property is damaged by Contractor and is not repaired in a timely manner as determined by City, City has the option of having the damage repaired at the Contractor's expense, to be reimbursed to the City or withheld from future payments to Contractor hereunder.

7. Default; Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor (or for a period of fourteen (14) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 14-day period and thereafter Contractor fails to diligently and continuously prosecute the same to completion within such 14-day period), then City may declare that Contractor is in default hereunder and may take any one or more of the following steps, at its option:

a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;

b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;

c. declare a default of this Contract, make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Contract;

d. terminate this Contract by delivery to Contractor of written notice of termination; and/or

e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

8. Termination for Convenience. This Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate this Contract at any time by delivering to Contractor 10-days' advance written notice of intent to terminate.

9. Non-Assignable Duties. Contractor may not assign its duties hereunder without the prior written consent of City.

10. Independent Contractor. Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venture of City. Contractor has no power or authority to enter into contracts or agreements on behalf of City. City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it performs the work specified by City. City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments, which it owes Contractor. Neither Contractor nor its employees, if any, shall be entitled to receive any benefits which employees of City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, pension, or any benefits of any type or nature whatsoever on account of their work for City. Contractor shall be solely responsible for compensating its employees, if any.

11. Anti-Discrimination. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with the anti-discrimination laws of the State of

Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.

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

13. General Terms. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Contract may not be modified or amended except pursuant to the mutual written agreement of the parties. This Contract is binding on the parties and the heirs, personal representatives, successor and assigns of each. Time is of the essence in the performance of the terms hereof.

This Contract is also subject to the following additional Contract requirements:

Domestic Preference for Procurement

As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.

PERSONNEL AND PARTICIPANT CONDITIONS

Civil Rights Compliance

The Contractor agrees to comply with Chapter 216 (State Civil Rights) of the Iowa Code and with Title VI of the Civil Rights Act of 1962 as amended Title VIII of the Civil Rights act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Order 11375, 11478,12107,and 12086.

Nondiscrimination

The Contractor agrees to comply with the non- discrimination in employment and contracting opportunities laws, regulations and executive orders reference in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non- discrimination provisions in Section 109 of the HCDA are still applicable.

Section 504

The Contractor agrees to comply with all Federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973. (29 U.S.C. 794) which prohibits discrimination against individuals

with disabilities or handicaps in a federally assisted program. The Contractor confirms that no otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excused from participation in, be denied benefits of or be subjected to discrimination. This does include, but is not limited to, housing, employment and the delivery of services and programs.

Affirmative Action

Affirmative Action Plan

The Contractor agrees that it shall be committed to carry out affirmative action marketing in keeping with the principles as provided in Presidents Executive Order 11246 of September 24, 1966.

No person shall be excluded from or denied benefits of the Contractors service on the basis of age, race, color, religion, creed, national origin, sex, marital status, disability or sexual orientation. All current and prospective project beneficiaries must, however be in need of the programs provided by the Contractor.

The Contractor shall comply with requirements set forth in 24 CFR 570.601.

Women and Minority Owned Business Based (WBE/MBE)

The Contractor will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in this contract , the terms small business means a business that meets the criteria set forth in section 3(a) of the Small Business Act , as amended (15 U.S.C. 632) and minority and women's business enterprise means a business at least 51% owned and controlled by a minority group or women.

Equal Opportunity and Affirmative Action Statement

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

Subcontract Provisions

The Contractor will include the provisions of Civil Rights and Affirmative Action in every sub contract, so that such provisions will be binding upon each of its own sub-contractors.

Employment Restrictions

Prohibited Activity

The Contractor is prohibited from using funds proved herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage or nepotism activities.

Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR 5.

The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Any assignment made without consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Conflict of Interest

The Contractor agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

No employee, officer, or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Contractor, or any designated public agency.

Lobbying

The Contractor hereby certifies that:

No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with review, approval, or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement, while in office and for one year after holding the position.

No federal funds appropriated under this Agreement shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence a member of Congress an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract , loan, grant or Agreement

Copyright

If this agreement results in any copyrightable material or inventions, the City reserves the right to royalty- free, nonexclusive and irrevocable license to reproduce, publish, or other wise use and to authorize others to use, the work or materials for governmental purposes.

Religious Activities

The Contractor agrees that funds provided under this Agreement will not utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

ENVIRONMENTAL CONDITIONS

Air and Water

The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C., 7401, et seq.;

Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

SEVERABILITY

If one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable, the provisions of this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

LIMITATIONS OF CITY LIABILITY - DISCLAIMER OF RELATIONSHIP

The City shall not be liable to the Contractor, or to any party, for completion of or failure to complete any improvements which are part of the Project. Nothing contained in this Agreement, nor any act or omission of the City or the Contractor, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the Contractor involvement with the City.

Build America, Buy America Act

The Contractor shall comply with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub.L 177-58.

In general this states that all products must meet BABA requirements. The Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that the manufacturer will comply with BABAA must be included in the bid submission.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor should ensure that all materials has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract for Asbestos Abatement and Disposal Services as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Dave Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

CONTRACTOR

_____
Authorized Representative

EXHIBIT D – Property Location Map

EXHIBIT D

Property Location Map

SW 1/4 of NE 1/4 of Section 25, Township 89 North, Range 13 West

Eocene Environmental Group



DESCRIPTION

City of Waterloo
54 Lane Street
Waterloo, IA, 50703

Source: Esri Imagery
Coordinate System:NAD 1983 2011 StatePlane Iowa North FIPS 1401 Ft US
Date Exported: 9/8/2025

LEGEND

Property

N

0 0.05 0.1 Miles

EXHIBIT E – Asbestos Containing Materials Inspection Report



ASBESTOS CONTAINING MATERIALS INSPECTION

Former Altstadt & Langlas Baking Company
54 Lane Street
Waterloo, Iowa 50703

Prepared for:

City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

EPA Brownfields Assessment Grant
Grant Number: BF-96716501

Report date:

July 9, 2025

ASBESTOS CONTAINING MATERIALS INSPECTION

Former Altstadt & Langlas Baking Company
Waterloo, Iowa 50703

Prepared by:



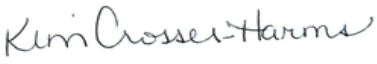
Tyler Stirling
Environmental Specialist I
Iowa Certified Asbestos Inspector: 24-12579I

Inspected by:



Leon Johnson
Environmental Specialist II
Iowa Certified Asbestos Inspector: 25-12831I

Reviewed by:



Kim Crosser-Harms
Senior Project Manager
Iowa Certified Asbestos Inspector: 25-12883I

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1.0 EXECUTIVE SUMMARY

Eocene Environmental Group, Inc. (Eocene), completed an Asbestos Containing Materials (ACM) Inspection on June 2-4, 2025, of the former Altstadt & Langlas Baking Company building located at 54 Lane Street Waterloo, Iowa 50703 (Property). The purpose of this ACM Inspection is to document the presence of asbestos containing materials and assist the building owner in facilitating renovation or demolition activities of the building.

Asbestos was detected in forty-seven (47) of the one-hundred and sixty-one (161) samples collected from various building components within the Property's interior and exterior. See Table 1 for additional information. ACMs include:

- Transite Siding(s)
- Door Caulk(s)
- Roof Felt(s)
- Window Caulk(s)
- Pipe Insulation(s)
- Ceiling Tile Mastic
- Duct Wrap(s)
- Wall Tar(s)
- Window Glazing(s)
- Roof Tar(s)
- Wall Caulk(s)
- Pipe Elbow(s)
- Wall Tile Mastic
- Parapet Tar

All building materials similar in appearance, color, and/or texture to those determined to contain asbestos must be assumed to contain asbestos throughout this building.

Based on these results, the Property requires further action prior to any demolition or renovation activities.

2.0 INTRODUCTION

A. Property Information

Location:

Former Altstadt & Langlas Baking Company
54 Lane Street
Waterloo, Iowa 50703

Contact Person:

Noel Anderson, Community Planning and Development Director
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

B. Personnel

Sr. Project Manager: Kim Crosser-Harms	State of Iowa License	25-12883I
Inspector: Leon Johnson	State of Iowa License	25-12831I
Report Preparer: Tyler Stirling	State of Iowa License	24-12579I

C. Sampling Plan

According to the Client, the scope of this ACM Inspection includes the entire interior and exterior of the structure.

This ACM Inspection is in accordance with OSHA Regulation 1926.1101. All samples collected in the field were sent to EMSL, an NVLAP certified laboratory, for analysis. The samples were analyzed via the polarized light microscopy (PLM) method for asbestos content. If requested by Client, samples were further analyzed via the transmission electron microscopy (TEM) method or PLM 400 Point Count analysis method.

D. Regulation Review

The U.S. EPA qualifies asbestos containing materials (ACM) as materials with an asbestos content greater than 1%. According to Iowa OSHA, ACM is any material found to contain asbestos, regardless of its concentration, and shall be regulated as hazardous waste. The following definitions are taken from Section 61.141 of Subpart M, Part 61 of Title 40: Protection of Environment of the Code of Federal Regulations (CFR).

- "Category I nonfriable asbestos-containing material (ACM)" is defined as asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1% asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy (PLM).
- "Category II nonfriable ACM" is defined as any material, excluding Category I nonfriable ACM, containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that, when dry, ***cannot*** be crumbled, pulverized, or reduced to powder by hand pressure.
- "Friable asbestos material" is defined as any material containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that when dry, ***can*** be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10% as determined by a method other than point counting by PLM, verify the asbestos content by point counting using PLM.

3.0 PROPERTY DESCRIPTION

The Property consists of a vacant, two-story brick building with a basement, originally constructed in 1913. Several brick warehouse additions, two of which include basement levels, were constructed between 1913 and 1946. The building has an overall footprint of approximately 40,000 square feet.

4.0 INSPECTION LIMITATIONS

An Inspection limitation, for the purpose of this report, is any action or task that is limited from the original scope work. The overall reason for any limitation is the protection of Eocene personnel. Examples of limitations can range from a lack of accessibility to an area of the Property, unsafe work areas, collecting additional samples, etc.

- **Roof Access:** Safe access to the roof was not available, and as a result, Eocene personnel were unable to inspect all areas of the roof.

  Note: Roof samples were taken from 2nd floor access and debris piles located throughout the structure.

5.0 INSPECTION ACTIVITIES

Iowa certified asbestos inspectors from Eocene collected one-hundred and sixty-one (161) samples on June 2-4, 2025. The samples were collected from various accessible building components located throughout the structure. Upon completion of bulk sampling activities, samples were sent to EMSL, an NVLAP certified laboratory, for analysis.

Materials that are “suspected” to contain asbestos are divided into the following three categories:

1. **Surfacing materials** are materials that are sprayed or troweled on for acoustical, decorative, or fireproofing purposes. Examples are textured ceilings or drywall, exterior stucco and structural steel fireproofing;

2. **Thermal System Insulation (TSI)** is insulation used to inhibit heat transfer from pipes, boilers, tanks, ducts, and various other components of hot and cold-water systems and HVAC systems. Examples are hard cementitious “mud” type insulation on pipes, boilers and flues; and,

3. **Miscellaneous** materials are mostly non-friable products and materials such as floor tile, drywall, ceiling tile and roofing felt.

The following tables show samples positively identified by the laboratory to be asbestos containing materials (ACM) and samples that were analyzed as non-ACM. The complete analytical results can be found in Appendix B.

Table 1 – Asbestos Containing Materials Sample List

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content	Est. Quantity
G-01	Transite Siding	Misc	N	Gray	Ext	Exterior Section G	20% Chrysotile	100 SF
G-02	Wall Tar	Misc	N	Gray/Black	Ext	Exterior Section G	10% Chrysotile	50 LF
G-04	Garage Door Caulk	Misc	N	Gray/White	Ext	Exterior Section G	4% Chrysotile	30 LF
G-05	Window Glazing	Misc	N	Gray/White	Ext	Exterior Section G Windows	3% Chrysotile	600 LF (11 Windows)
D-08	Transite Siding	Misc	N	Gray	Ext	Exterior Section D – Upper Portion of Wall	20% Chrysotile	300 SF
D-10	Roof Felt	Misc	N	Black	Ext & R	Exterior Section D – Junction of Former Roof	60% Chrysotile	400 SF
D-11	Wall Tar	Misc	N	Black	Ext	Exterior Section D – Junction of Former Roof	15% Chrysotile	40 LF
C-13	Roof Tar	Misc	N	Black	Ext & R	Exterior Section C – In Debris Pile on Ground	30% Chrysotile	2,000 SF
A-17	Window Caulk	Misc	N	Gray	Ext	Exterior Section A	2% Chrysotile	600 LF (23 Windows)
A-18	Window Glazing	Misc	N	Gray/White	Ext	Exterior Section A	<1% Chrysotile	Quantified with A-17
A-19	Door Caulk	Misc	N	Gray	Ext	Exterior Section A	2% Chrysotile	30 LF
D-22	Window Caulk	Misc	N	Brown/White /Red	Ext	Exterior Section D	4% Chrysotile	40 LF (2 Windows)
F-23	Door Caulk	Misc	N	Gray/White	Ext	Exterior Section F	3% Chrysotile	40 LF
E-27	Wall Caulk	Misc	N	Gray	Ext	Exterior Section E	2% Chrysotile	30 LF
D-31	Wall Caulk	Misc	N	Black	Ext	Exterior Section D	3% Chrysotile	20 LF
A-34	Wall Caulk	Misc	N	Gray/Black	Ext	Exterior Section A	5% Chrysotile	5 LF
G-36AC	1” Pipe Insulation	TSI	Y	Gray/Tan	1	Interior Section G	10% Chrysotile	40 LF

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous / **Est. Quantity** – SF=Square foot, LF=Linear foot, EA=Each
B=Basement, R=Roof, Int=Interior, Ext=Exterior

Table 1 – Asbestos Containing Materials Sample List (Continued)

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content	Est. Quantity
G-36B	1” Pipe Insulation	TSI	Y	Gray/Tan /Black	1	Interior Section G	10% Chrysotile	Quantified with G-36AC
G-38ABC	3” Pipe Insulation	TSI	Y	Gray/Tan	1	Interior Section G	10% Chrysotile	150 LF
G-39A	3” Pipe Elbow	TSI	Y	White	1	Interior Section G	<1% Amosite 60% Chrysotile	12 EA
G-39BC	3” Pipe Elbow	TSI	Y	Tan	1	Interior Section G	10% Amosite 30% Chrysotile	Quantified with G-39A
D-41ABC	4” Pipe Insulation	TSI	Y	White	1	Interior Section D	25% Amosite / 20% Chrysotile	200 LF
E-42 PT	Pipe Insulation	TSI	Y	White	1	Interior Section E – Debris in Pit	<1% Amosite / 30% Chrysotile	2,000 SF
D-43	Pipe Insulation	TSI	Y	White	1	Interior Section D – In Debris Pile Along East Wall	25% Amosite / 20% Chrysotile	2,000 SF
B-45ABC	6” Pipe Insulation	TSI	Y	White	1	Interior Section B – On Pipes on the Ground	25% Amosite / 10% Chrysotile	500 LF
A-47ABC	3” Pipe Insulation	TSI	Y	White	1	Interior Section A – On Pipes & Debris Pile on Ground	25% Amosite / 10% Chrysotile	350 LF
F-59	Transite Siding	Misc	N	Gray	1	Interior Section F – In Debris Pile on Ground	20% Chrysotile	2,100 SF
F-60	Roof Felt	Misc	N	Black /Gray	1	Interior Section F – In Debris Pile on Ground	40% Chrysotile	Quantified with F-59
F-61	Roof Tar	Misc	N	Black	1	Interior Section F – In Debris Pile on Ground	<1% Chrysotile	Quantified with F-59
A-97	Window Glazing	Misc	N	White /Gray	2	Interior Section A	<1% Chrysotile	160 LF

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous / **Est. Quantity** – SF=Square foot, LF=Linear foot, EA=Each
B=Basement, R=Roof, Int=Interior, Ext=Exterior

Table 1 – Asbestos Containing Materials Sample List (Continued)

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content	Est. Quantity
A-99	1' x 3' Ceiling Tile Mastic	Misc	N	Brown	2	Interior Section A	2% Chrysotile	2,000 SF
A-101	3" x 3" Wall Tile Mastic	Misc	N	Black	2	Interior Section A	3% Chrysotile	1,200 SF
A-108ABC	Duct Wrap	TSI	Y	Gray/Tan	2	Interior Section A	10% Chrysotile	40 LF
D-111	Parapet Tar	Misc	N	Black /Gray	R	Section D Roof	3% Chrysotile	500 LF
D-112	Roof Felt	Misc	N	Black /White	R	Section D Roof	60% Chrysotile	11,200 SF

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous / **Est. Quantity** – SF=Square foot, LF=Linear foot, EA=Each
B=Basement, R=Roof, Int=Interior, Ext=Exterior

Forty-four (44) bulk material samples were analyzed greater than 1% asbestos. Three (3) of the remaining building material samples were detected with a concentration of <1% asbestos. ACMs include transite siding(s), wall tar(s), door caulk(s), window glazing(s), roof felt(s), roof tar(s), window caulk(s), wall caulk(s), pipe insulation(s), pipe elbow(s), ceiling tile mastic, wall tile mastic, duct wrap(s), and parapet tar. If during demolition or renovation activities additional areas of identified ACM are discovered, they should be abated accordingly. Laboratory analytical reports are provided in Appendix B.

Asbestos Containing Material (ACM) is defined as any material containing greater than one percent (>1%) asbestos. Building materials containing equal to one percent (1%) or less than one percent (<1%) asbestos by **point count analysis** are not classified as Regulated Asbestos Containing Material (RACM) by the EPA. Although an asbestos abatement contractor is not required to remove materials containing 1% or less asbestos, these materials must be removed wet and promptly contained and disposed of in leak-tight containers. Materials containing 1% or less asbestos are not required to be disposed of at an approved landfill as asbestos waste material. Employers of those engaging in the disturbance of 1% or less asbestos are required to provide their workers with Asbestos Awareness training of at least two hours prior to disturbance of said materials. Further, those removing materials containing 1% or less asbestos must maintain documentation proving that breathing zone exposures do not exceed either OSHA's permissible exposure limit or short-term excursion limit.

It is important to note that these are estimated quantities; therefore, the abatement contractors and the client representative should discern between the estimated quantity above and future exploration of the property at the pre-bid walk-through to determine the final quantity during abatement procedures.

Table 2 – Non-Asbestos Containing Material Sample List

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
G-03	Window Caulk	Misc	N	Brown	Ext	Section G	ND
G-06	Wall Skim Coat	Surf	Y	White	Ext	Section G	ND
G-07	Wall Plaster	Surf	N	Gray	Ext	Section G	ND
D-09	Fiber Board	Misc	N	Brown	Ext	Section D	ND
D-12	Window Caulk	Misc	N	White	Ext	Section D	ND
B-14	Wall Skim Coat	Surf	Y	White	Ext	Section B	ND
B-15	Wall Plaster	Surf	N	Gray	Ext	Section B	ND
B-16	Wall Caulk	Misc	N	White	Ext	Section B	ND
A-20	Window Caulk	Misc	N	Brown	Ext	Section C	ND
A-21	Window Caulk	Misc	N	White	Ext	Section C	ND
E-24	Window Caulk	Misc	N	White	Ext	Section E	ND
E-25	Window Caulk	Misc	N	White	Ext	Section E	ND
E-26	Door Caulk	Misc	N	White	Ext	Section E	ND
D-28	Door Caulk	Misc	N	White	Ext	Section D	ND
D-29	Wall Caulk	Misc	N	White	Ext	Section D	ND
G-30	Pipe Caulk	Misc	N	White	Ext	Section G	ND
D-32	Eave Caulk	Misc	N	Gray	Ext	Section D	ND
D-33	Pipe Caulk	Misc	N	Gray	Ext	Section D	ND
G-35ABC	1" Pipe Wrap	TSI	Y	White	1	Section G	ND
G-37ABC	3" Pipe Wrap	TSI	Y	White	1	Section G	ND
D-40ABC	4" Pipe Wrap	TSI	Y	White	1	Section D	ND
B-44ABC	6" Pipe Wrap	TSI	Y	White	1	Section B	ND

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous **/ Asbestos Content** – ND=None Detected
B=Basement, R=Roof, Int=Interior, Ext=Exterior

Table 2 – Non-Asbestos Containing Material Sample List (Continued)

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
A-46ABC	3" Pipe Wrap	TSI	Y	White	1	Section A	ND
G-48	Window Caulk	Misc	N	Brown	1	Section G	ND
G-49	Window Glazing	Misc	N	Red	1	Section G	ND
G-50	2 'x 4' Ceiling Panel	Misc	Y	White	1	Section G	ND
G-51	Fiberglass Insulation	Misc	Y	Yellow	1	Section G	ND
G-52	4" x 4" Floor Tile	Misc	N	Red	1	Section G	ND
G-53	4"x 4" Floor Tile Grout	Misc	N	Gray	1	Section G	ND
G-54	Leveling Compound	Misc	N	Gray	1	Section G	ND
G-55	4" x 8" Ceramic Block	Misc	N	Beige	1	Section G	ND
G-56	4" x 8" Ceramic Block Grout	Misc	N	Gray	1	Section G	ND
G-57	4"x 8" Floor Tile	Misc	N	Red	1	Section G	ND
G-58	4" x 8" Floor Tile Grout	Misc	N	Gray	1	Section G	ND
D-62	Fiberglass Insulation	Misc	N	Yellow	1	Section D	ND
D-63	Fiberboard	Misc	N	Brown	1	Section D	ND
D-64	1" x 1" Wall Tile	Misc	N	Beige	1	Section D-Restroom	ND
D-65	1" x 4" Wall Tile	Misc	N	Green	1	Section D-Restroom	ND
D-66	Wall Grout	Misc	N	Beige	1	Section D-Restroom	ND
D-67	Wall Grout	Misc	N	Gray	1	Section D-Restroom	ND
D-68	2' x 4' Ceiling Panel	Misc	Y	White	1	Section D-Restroom	ND
D-69	Drywall	Misc	N	White	1	Section D-Office	ND
D-70ABC	Drywall Skim Coat	Surf	Y	White	1	Section D-Office	ND

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous **/ Asbestos Content** – ND=None Detected
B=Basement, R=Roof, Int=Interior, Ext=Exterior

Table 2 – Non-Asbestos Containing Material Sample List (Continued)

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
D-71	Drywall Tape	Misc	N	White	1	Section D-Office	ND
D-72ABC	Drywall Joint Compound	Surf	N	White	1	Section D-Office	ND
D-73	Window Glazing	Misc	N	White	1	Section D-Office	ND
E-74	2" x 2" Floor Tile	Misc	N	Red	1	Section E	ND
E-75	2" x 2" Floor Tile Grout	Misc	N	Gray	1	Section E	ND
E-76	Countertop	Misc	N	Black	1	Section E	ND
E-77	Drywall	Misc	N	White	1	Section E-Debris Pile	ND
C-78	Carpet Mastic	Misc	N	Yellow	1	Section C-Office	ND
C-79ABC	Ceiling Texture	Surf	Y	White	1	Section C-Office	ND
C-80	Floor Expansion Compound	Misc	N	Black	1	Section C	ND
A-81	12" x 12" Floor Tile	Misc	N	Gray	1	Section A Office	ND
A-82	12" x 12" Floor Tile Grout	Misc	N	Gray	1	Section A Office	ND
A-83	Leveling Compound	Misc	N	Gray	1	Section A Office	ND
A-84	2 'x 2' Ceiling Panel	Misc	Y	White	1	Section A Office	ND
A-85	4" x 4" Floor Tile	Misc	N	Red	1	Section A Office	ND
A-86	4"x 4" Floor Tile Grout	Misc	N	Gray	1	Section A Office	ND
A-87ABC	Wall Plaster	Surf	N	Gray	1	Section A	ND
A-88ABC	Wall Skim Coat	Surf	Y	White	1	Section A	ND
A-89ABC	Ceiling Plaster	Surf	N	Gray	1	Section A	ND
A-90ABC	Ceiling Skim Coat	Surf	Y	White	1	Section A	ND
A-91	Electrical Tape	Misc	N	Black	1	Section A	ND
A-92	Electrical Insulation	Misc	Y	Black	1	Section A	ND

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous **/ Asbestos Content** – ND=None Detected
B=Basement, R=Roof, Int=Interior, Ext=Exterior

Table 2 – Non-Asbestos Containing Material Sample List (Continued)

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
A-93	Window Caulk	Misc	N	White	1	Section A	ND
A-94	Linoleum Floor	Misc	N	Brown	2	Section A	ND
A-95	Ceiling Insulation	Misc	N	Yellow	2	Section A	ND
A-96	Ceiling Insulation Backing Paper	Misc	N	Black	2	Section A	ND
A-98	1' x 3' Ceiling Tile	Misc	Y	White	2	Section A	ND
A-100	3" x 3" Wall Tile	Misc	N	Beige	2	Section A	ND
A-102	3" x 3" Wall Tile	Misc	N	Black	2	Section A	ND
A-103	3" x 3" Wall Tile Grout	Misc	N	Gray	2	Section A	ND
A-104	1" x 1" Floor Tile	Misc	N	Beige	2	Section A	ND
A-105	1" x 1" Floor Tile Grout	Misc	N	Gray	2	Section A	ND
A-106ABC	Duct Seam Tape	TSI	Y	Yellow	2	Section A	ND
A-107ABC	Duct Insulation	TSI	Y	Brown	2	Section A	ND
A-109	Ceiling Skim Coat	Surf	Y	White	B	Section A	ND
A-110	Tank Insulation	TSI	Y	Brown	B	Section A	ND
D-113	Roof Tar	Misc	N	Black	Ext	Section D-Roof	ND
B-114	Wall Plaster	Surf	N	Gray	Ext	Section B	ND
B-115	Wall Skim Coat	Surf	Y	White	Ext	Section B	ND
D-116	Shingle	Misc	N	Black	Ext	Section D	ND
Dup-1	Ceramic Block	Misc	N	Beige	1	Section G	ND
Dup-2	Wall Tile Grout	Misc	N	Gray	2	Section A	ND
Dup-3	Wall Plaster	Surf	N	Gray	Ext	Section B	ND

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous **/ Asbestos Content** – ND=None Detected
B=Basement, R=Roof, Int=Interior, Ext=Exterior

6.0 CONCLUSIONS / RECOMMENDATIONS

The following conclusions and recommendations are summarized as follows:

- Asbestos was detected in forty-seven (47) of the bulk material samples collected from the former Alstadt & Langlas Baking Company building located at 54 Lane Street, Waterloo, Iowa 50703. ACMs include transite siding(s), wall tar(s), door caulk(s), window glazing(s), roof felt(s), roof tar(s), window caulk(s), wall caulk(s), pipe insulation(s), pipe elbow(s), ceiling tile mastic, wall tile mastic, duct wrap(s), and parapet tar. Based on the results of the data collected during the assessment, the building requires further action prior to demolition or renovation.

Eocene recommends the abatement of all ACM containing components located within the inspection area if those building materials are to be disturbed during any future renovation/demolition activities. All abatement work shall be completed in accordance with local, state, and federal regulations. A visual inspection is recommended upon completion of abatement work to document that all ACMs within the scope of abatement have been removed.

7.0 CONDITIONS & LIMITATIONS

The Iowa Department of Natural Resources' (IDNR) Air Quality Bureau and Occupational Safety and Health Bureau (OSHA) of the Iowa Division of Labor Services require notification of any renovation/demolition activities in non-residential projects if the combined regulated ACM meets or exceeds any of the following thresholds: 160 square feet of surfacing ACM, 260 linear feet of TSI, or 35 cubic feet of ACM debris.

Eocene has performed the tasks contained within this report in a thorough and professional manner consistent with commonly accepted standard industry practices. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the property. Eocene cannot guarantee, and does not warrant, that this report has identified all adverse environmental factors and/or conditions affecting the subject property. This report is not a bidding document or project specification as it does not contain the necessary components. Eocene cannot warrant the work of any third party that may have aided in the completion of this report. This report has been prepared on behalf of and exclusively for use by the City of Waterloo for specific application to their project as discussed. Contractors, consultants or other third parties reviewing this report must draw their own conclusions regarding data contained within the report, further investigation or required remediation.

APPENDIX A

Qualifications

M·E·T·A

Mayhew Environmental Training Associates

INCORPORATED

TYLER STIRLING

DOB: 11-21-1996

Issued: 11-15-2024



This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

Certificate # MXSDZ6JX8X

License Type	Number	Expires
INSPECTOR	24-12579	08-28-2025
SUPERVISOR	24-12580	08-02-2025

IOWA

Asbestos

Larry Johnson, Jr.
Labor Commissione

Tyler Stirling

has on 8/28/2024, in Nashville, TN
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 USC 2646

Asbestos Inspector Initial

as approved by TN and the US EPA under 40 CFR 763 (AHERA)
from 8/26/2024 to 8/28/2024 and passed the associated exam on 8/28/2024
with a score of at least 70%

KANSAS · EST. 1985 · MAYHEW · ENVIRONMENTAL TRAINING · SAFETY IN GOD ALONE

Russell Taylor
Instructor

Thomas Mayhew
President

SSN: XXX-XX-4896
Expires: 8/28/2025

P.O. Box 786 - Lawrence, KS. 66044 - 800.444.6382
www.metaenvironmental.net

LEON JOHNSON



DOB: 10-05-1978

Issued: 01-15-2025

This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

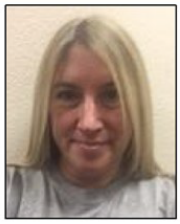
License Type	Number	Expires
INSPECTOR	25-12831	12-13-2025
SUPERVISOR	25-12832	12-12-2025

IOWA

Asbestos

Larry Johnson, Jr.
Labor Commissione

KIM CROSSER-HARMS



DOB: 09-02-1967

Issued: 01-27-2025

This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
MANAGEMENT PLANNER	25-12884	12-13-2025
INSPECTOR	25-12883	12-13-2025
SUPERVISOR	24-12885	12-12-2025
PROJECT DESIGNER	25-12899	01-29-2026

IOWA

Asbestos

Larry Johnson, Jr.
Labor Commissioner

APPENDIX B

Laboratory Reports & Chain of Custody Documentation

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order: 162507238
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 06/05/2025 10:20 AM
Analysis Date: 06/09/2025 - 06/10/2025
Collected Date:

Project: City of Waterloo-54 Lane Street-Fullc

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
G-01 *162507238-0001*	TRANSITE SIDING GRAY EXT SECTION G	Gray Fibrous Homogeneous		80.0% Non-fibrous (Other)	**20% Chrysotile**
G-02 *162507238-0002*	WALL TAR BLACK EXT SECTION G	Gray/Black Non-Fibrous Homogeneous		90.0% Non-fibrous (Other)	**10% Chrysotile**
G-03 *162507238-0003*	WINDOW CAULK BROWN EXT SECTION G	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
G-04 *162507238-0004*	GARAGE DOOR CAULK WHITE EXT SECTION G	Gray/White Non-Fibrous Homogeneous		96.0% Non-fibrous (Other)	**4% Chrysotile**
G-05 *162507238-0005*	WINDOW GLAZING WHITE EXT SECTION G	Gray/White Non-Fibrous Homogeneous		97.0% Non-fibrous (Other)	**3% Chrysotile**
G-06 *162507238-0006*	WALL SKIM COAT WHITE EXT SECTION G	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
G-07 *162507238-0007*	WALL PLASTER GRAY EXT SECTION G	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
D-08 *162507238-0008*	TRANSITE SIDING GRAY EXT SECTION D	Gray Fibrous Homogeneous		80.0% Non-fibrous (Other)	**20% Chrysotile**
D-09 *162507238-0009*	FIBER BOARD BROWN EXT SECTION D	Brown Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262, A2LA Accredited - Certificate #2845.25

Initial report from: 06/10/2025 15:14:26

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order: 162507238
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Project: City of Waterloo-54 Lane Street-Fullc

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 06/05/2025 10:20 AM
Analysis Date: 06/09/2025 - 06/10/2025
Collected Date:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
D-10 *162507238-0010*	ROOF FELT BLACK EXT SECTION D	Gray/White/Black Fibrous Homogeneous		40.0% Non-fibrous (Other)	**60% Chrysotile**
D-11 *162507238-0011*	WALL TAR BLACK EXT SECTION D	Black Non-Fibrous Homogeneous		85.0% Non-fibrous (Other)	**15% Chrysotile**
D-12 *162507238-0012*	WINDOW CAULK WHITE EXT SECTION D	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
C-13 *162507238-0013*	ROOF TAR BLACK EXT SECTION C	Black Fibrous Homogeneous		70.0% Non-fibrous (Other)	**30% Chrysotile**
B-14 *162507238-0014*	WALL SKIM COAT WHITE EXT SECTION B	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
B-15 *162507238-0015*	WALL PLASTER GRAY WHITE SECTION B	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
B-16 *162507238-0016*	WALL CAULK WHITE EXT SECTION B	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-17 *162507238-0017*	WINDOW CAULK GRAY EXT SECTION C	Gray Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**
A-18 *162507238-0018*	WINDOW GLAZING WHITE EXT SECTION C	Gray/White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**<1% Chrysotile**

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Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262, A2LA Accredited - Certificate #2845.25

Initial report from: 06/10/2025 15:14:26

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Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 06/05/2025 10:20 AM
Analysis Date: 06/09/2025 - 06/10/2025
Collected Date:

Project: City of Waterloo-54 Lane Street-Fullc

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A-19 *162507238-0019*	DOOR CAULK GRAY EXT SECTION C	Gray Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**
A-20 *162507238-0020*	WINDOW CAULK BROWN EXT SECTION C	Brown Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-21 *162507238-0021*	WINDOW CAULK WHITE EXT SECTION C	Gray/White/Red Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-22 *162507238-0022*	WINDOW CAULK WHITE EXT SECTION D	Brown/White/Red Non-Fibrous Homogeneous		96.0% Non-fibrous (Other)	**4% Chrysotile**
F-23 *162507238-0023*	DOOR CAULK WHITE EXT SECTION F	Gray/White Non-Fibrous Homogeneous		97.0% Non-fibrous (Other)	**3% Chrysotile**
E-24 *162507238-0024*	WINDOW CAULK WHITE EXT SECTION E	Brown Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
E-25 *162507238-0025*	WINDOW CAULK WHITE EXT SECTION E	Gray/White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
E-26 *162507238-0026*	DOOR CAULK WHITE EXT SECTION E	Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
E-27 *162507238-0027*	WALL CAULK WHITE EXT SECTION E	Gray Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**

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Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262, A2LA Accredited - Certificate #2845.25

Initial report from: 06/10/2025 15:14:26

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Phone: (515) 473-6256
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Analysis Date: 06/09/2025 - 06/10/2025
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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
D-28 *162507238-0028*	DOOR CAULK WHITE EXT SECTION D	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-29 *162507238-0029*	WALL CAULK WHITE EXT SECTION D	Gray Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
G-30 *162507238-0030*	PIPE CAULK WHITE EXT SECTION G	White/Blue Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
G-31 *162507238-0031*	WALL CAULK BLACK EXT SECTION G	Black Non-Fibrous Homogeneous		97.0% Non-fibrous (Other)	**3% Chrysotile**
D-32 *162507238-0032*	EAVE CAULK GRAY EXT SECTION D	Gray Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-33 *162507238-0033*	PIPE CAULK GRAY EXT SECTION D	White/Black Non-Fibrous Homogeneous	10% Cellulose	90.0% Non-fibrous (Other)	**None Detected**
A-34 *162507238-0034*	WALL CAULK GRAY EXT SECTION A	Gray/Black Non-Fibrous Homogeneous		95.0% Non-fibrous (Other)	**5% Chrysotile**
G-35A *162507238-0035*	1" PIPE WRAP WHITE FLOOR 1 SECTION G	White/Black Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
G-35B *162507238-0036*	1" PIPE WRAP WHITE FLOOR 1 SECTION G	White Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**

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EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order: 162507238
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Project: City of Waterloo-54 Lane Street-Fullc

Phone: (515) 473-6256
Fax: (515) 528-8005
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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
G-35C *162507238-0037*	1" PIPE WRAP WHITE FLOOR 1 SECTION G	White/Black Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
G-36A *162507238-0038*	1" PIPE INSULATION WHITE FLOOR 1 SECTION G	Gray/Tan Fibrous Homogeneous	80% Cellulose	10.0% Non-fibrous (Other)	**10% Chrysotile**
G-36B *162507238-0039*	1" PIPE INSULATION WHITE FLOOR 1 SECTION G	Gray/Tan/Black Fibrous Homogeneous	80% Cellulose	10.0% Non-fibrous (Other)	**10% Chrysotile**
G-36C *162507238-0040*	1" PIPE INSULATION WHITE FLOOR 1 SECTION G	Gray/Tan Fibrous Homogeneous	80% Cellulose	10.0% Non-fibrous (Other)	**10% Chrysotile**
G-37A *162507238-0041*	3" PIPE WRAP WHITE FLOOR 1 SECTION G	Black Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
G-37B *162507238-0042*	3" PIPE WRAP WHITE FLOOR 1 SECTION G	Black Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
G-37C *162507238-0043*	3" PIPE WRAP WHITE FLOOR 1 SECTION G	Black Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
G-38A *162507238-0044*	3" PIPE INSULATION WHITE FLOOR 1 SECTION G	Gray/Tan Fibrous Homogeneous	80% Cellulose	10.0% Non-fibrous (Other)	**10% Chrysotile**
G-38B *162507238-0045*	3" PIPE INSULATION WHITE FLOOR 1 SECTION G	Gray/Tan Fibrous Homogeneous	80% Cellulose	10.0% Non-fibrous (Other)	**10% Chrysotile**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
G-38C *162507238-0046*	3" PIPE INSULATION WHITE FLOOR 1 SECTION G	Gray/Tan Fibrous Homogeneous	80% Cellulose	10.0% Non-fibrous (Other)	**10% Chrysotile**
G-39A *162507238-0047*	3" PIPE ELBOW INSULATION WHITE FLOOR 1 SECTION G	White Fibrous Homogeneous		40.0% Non-fibrous (Other)	**<1% Amosite** **60% Chrysotile**
G-39B *162507238-0048*	3" PIPE ELBOW INSULATION WHITE FLOOR 1 SECTION G	Tan Fibrous Homogeneous		60.0% Non-fibrous (Other)	**10% Amosite** **30% Chrysotile**
G-39C *162507238-0049*	3" PIPE ELBOW INSULATION WHITE FLOOR 1 SECTION G	Tan Fibrous Homogeneous		60.0% Non-fibrous (Other)	**10% Amosite** **30% Chrysotile**
D-40A *162507238-0050*	4" PIPE WRAP WHITE FLOOR 1 SECTION G	Gray Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
D-40B *162507238-0051*	4" PIPE WRAP WHITE FLOOR 1 SECTION G	Gray Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
D-40C *162507238-0052*	4" PIPE WRAP WHITE FLOOR 1 SECTION G	Gray Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
D-41A *162507238-0053*	4" PIPE INSULATION WHITE FLOOR 1 SECTION G	White Fibrous Homogeneous		55.0% Non-fibrous (Other)	**25% Amosite** **20% Chrysotile**
D-41B *162507238-0054*	4" PIPE INSULATION WHITE FLOOR 1 SECTION G	White Fibrous Homogeneous		55.0% Non-fibrous (Other)	**25% Amosite** **20% Chrysotile**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
D-41C *162507238-0055*	4" PIPE INSULATION WHITE FLOOR 1 SECTION G	White Fibrous Homogeneous		55.0% Non-fibrous (Other)	**25% Amosite** **20% Chrysotile**
E-42 *162507238-0056*	PIPE INSULATION WHITE FLOOR 1 SECTION E-DEBRIS PIT	White Fibrous Homogeneous		70.0% Non-fibrous (Other)	**<1% Amosite** **30% Chrysotile**
D-43 *162507238-0057*	PIPE INSULATION WHITE FLOOR 1 SECTION D-DEBRIS PILE	White Fibrous Homogeneous		55.0% Non-fibrous (Other)	**25% Amosite** **20% Chrysotile**
B-44A *162507238-0058*	6" PIPE WRAP WHITE FLOOR 1 SECTION B	Tan Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
B-44B *162507238-0059*	6" PIPE WRAP WHITE FLOOR 1 SECTION B	Tan Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
B-44C *162507238-0060*	6" PIPE WRAP WHITE FLOOR 1 SECTION B	Tan Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
B-45A *162507238-0061*	6" PIPE INSULATION WHITE FLOOR 1 SECTION B	White Fibrous Homogeneous		65.0% Non-fibrous (Other)	**25% Amosite** **10% Chrysotile**
B-45B *162507238-0062*	6" PIPE INSULATION WHITE FLOOR 1 SECTION B	White Fibrous Homogeneous		65.0% Non-fibrous (Other)	**25% Amosite** **10% Chrysotile**
B-45C *162507238-0063*	6" PIPE INSULATION WHITE FLOOR 1 SECTION B	White Fibrous Homogeneous		65.0% Non-fibrous (Other)	**25% Amosite** **10% Chrysotile**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A-46A *162507238-0064*	3" PIPE WRAP WHITE FLOOR 1 SECTION	Tan Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
A-46B *162507238-0065*	3" PIPE WRAP WHITE FLOOR 1 SECTION	Tan Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
A-46C *162507238-0066*	3" PIPE WRAP WHITE FLOOR 1 SECTION	Tan Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
A-47A *162507238-0067*	3" PIPE INSULATION WHITE FLOOR 1 SECTION A	White Fibrous Homogeneous		65.0% Non-fibrous (Other)	**25% Amosite** **10% Chrysotile**
A-47B *162507238-0068*	3" PIPE INSULATION WHITE FLOOR 1 SECTION A	White Fibrous Homogeneous		65.0% Non-fibrous (Other)	**25% Amosite** **10% Chrysotile**
A-47C *162507238-0069*	3" PIPE INSULATION WHITE FLOOR 1 SECTION A	White Fibrous Homogeneous		65.0% Non-fibrous (Other)	**25% Amosite** **10% Chrysotile**
G-48 *162507238-0070*	WINDOW CAULK BROWN FLOOR 1 SECTION G	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
G-49 *162507238-0071*	WINDOW GLAZING RED FLOOR 1 SECTION G	Red/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
G-50 *162507238-0072*	2'X4' CEILING PANEL WHITE FLOOR 1 SECTION G	Gray/White Fibrous Homogeneous	60% Cellulose 20% MinWool	15% Perlite 5.0% Non-fibrous (Other)	**None Detected**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
G-51 *162507238-0073*	FIBERGLASS INSULATION YELLOW FLOOR 1 SECTION G	Yellow Fibrous Homogeneous	98% Glass	2.0% Non-fibrous (Other)	**None Detected**
G-52 *162507238-0074*	4"X4" FLOOR TILE RED FLOOR 1 SECITON G	Red Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
G-53 *162507238-0075*	4"X4" FLOOR TILE GROUT GRAY FLOOR 1 SECTION G	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
G-54 *162507238-0076*	LEVELING COMPOUND GRAY FLOOR 1 SECTION G	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
G-55 *162507238-0077*	4"X8" CERAMIC BLOCK BEIGE FLOOR 1 SECTION G	Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
G-56 *162507238-0078*	4"X8" CERAMIC BLOCK GROUT GRAY FLOOR 1 SECTION G	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
G-57 *162507238-0079*	4"X8" FLOOR TILE RED FLOOR 1 SECTION G	Red Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
G-58 *162507238-0080*	4"X8" FLOOR TILE GROUT GRAY FLOOR 1 SECTION G	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
F-59 *162507238-0081*	TRANSITE SIDING GRAY FLOOR 1 SECTION F-DEBRIS PILE	Gray Fibrous Homogeneous		80.0% Non-fibrous (Other)	**20% Chrysotile**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
F-60 *162507238-0082*	ROOF FELT BLACK FLOOR 1 SECTION F-DEBRIS PILE	Gray/Black Fibrous Homogeneous		60.0% Non-fibrous (Other)	**40% Chrysotile**
F-61 *162507238-0083*	ROOF TAR BLACK FLOOR 1 SECTION F-DEBRIS FILE	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**<1% Chrysotile**
D-62 *162507238-0084*	FIBERGLASS INSULATION YELLOW FLOOR 1 SECITON D	Yellow Fibrous Homogeneous	98% Glass	2.0% Non-fibrous (Other)	**None Detected**
D-63 *162507238-0085*	FIBERBOARD BROWN FLOOR 1 SECTION D	Brown Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
D-64 *162507238-0086*	1"X1" WALL TILE BEIGE FLOOR 1 SECTION D-RESTROOM	Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-65 *162507238-0087*	1"X4" WALL TILE GREEN FLOOR 1 SECTION D-RESTROOM	White/Green Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-66 *162507238-0088*	WALL GROUT BEIGE FLOOR 1 SECTION D-RESTROOM	Brown Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
D-67 *162507238-0089*	WALL GROUT GRAY FLOOR 1 SECTION D-RESTROOM	Gray Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-68 *162507238-0090*	2'X4' CEILING PANEL WHITE FLOOR 1 SECTION D-RESTROOM	Gray/White Fibrous Homogeneous	60% Cellulose 20% MinWool	15% Perlite 5.0% Non-fibrous (Other)	**None Detected**

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EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order: 162507238
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Project: City of Waterloo-54 Lane Street-Fullc

Phone: (515) 473-6256
Fax: (515) 528-8005
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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
D-69 *162507238-0091*	DRYWALL WHITE FLOOR 1 SECTION D-OFFICE	Brown/White Fibrous Heterogeneous	30% Cellulose <1% Glass	60% Gypsum 10.0% Non-fibrous (Other)	**None Detected**
D-70A *162507238-0092*	DRYWALL SKIM COAT WHITE FLOOR 1 SECTION D-OFFICE	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-70B *162507238-0093*	DRYWALL SKIM COAT WHITE FLOOR 1 SECTION D-OFFICE	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-70C *162507238-0094*	DRYWALL SKIM COAT WHITE FLOOR 1 SECTION D-OFFICE	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-71 *162507238-0095*	DRYWALL TAPE WHITE FLOOR 1 SECTION D-OFFICE	Tan Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
D-72A *162507238-0096*	DRYWALL JOINT COMPOUND WHITE FLOOR 1 SECITON D-OFFICE	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-72B *162507238-0097*	DRYWALL JOINT COMPOUND WHITE FLOOR 1 SECITON D-OFFICE	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-72C *162507238-0098*	DRYWALL JOINT COMPOUND WHITE FLOOR 1 SECITON D-OFFICE	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-73 *162507238-0099*	WINDOW GLAZING WHITE FLOOR 1 SECTION D-OFFICE	Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
E-74 *162507238-0100*	2"X2" FLOOR TILE RED FLOOR 1 SECTION E	Red Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
E-75 *162507238-0101*	2"X2" FLOOR TILE GROUT GRAY FLOOR 1 SECTION E	Gray/Black Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
E-76 *162507238-0102*	COUNTER TOP BLACK FLOOR 1 SECTION E	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
E-77 *162507238-0103*	DRYWALL WHTE FLOOR 1 SECTION E-DEBRIS PILE	Brown/White Fibrous Heterogeneous	15% Cellulose <1% Glass	80% Gypsum 5.0% Non-fibrous (Other)	**None Detected**
C-78 *162507238-0104*	CARPET MASTIC YELLOW FLOOR1 SECTION C-OFFICE	Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
C-79A *162507238-0105*	CEILING TEXTURE WHITE FLOOR 1 SECTION C-OFFICE	White Non-Fibrous Homogeneous		10% Mica 90.0% Non-fibrous (Other)	**None Detected**
C-79B *162507238-0106*	CEILING TEXTURE WHITE FLOOR 1 SECTION C-OFFICE	White Non-Fibrous Homogeneous		10% Mica 90.0% Non-fibrous (Other)	**None Detected**
C-79C *162507238-0107*	CEILING TEXTURE WHITE FLOOR 1 SECTION C-OFFICE	White Non-Fibrous Homogeneous		10% Mica 90.0% Non-fibrous (Other)	**None Detected**
C-80 *162507238-0108*	FLOOR EXPANSION COMPOUND BLACK FLOOR 1 SECTION C	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A-81 *162507238-0109*	12"X12" FLOOR TILE GRAY FLOOR 1 SECTION A OFFICE	Brown/Gray Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-82 *162507238-0110*	12"X12" FLOOR TILE GROUT GRAY FLOOR 1 SECTION A	Black Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
A-83 *162507238-0111*	LEVELING COMPOUND GRAY FLOOR 1 SECTION A OFFICE	Tan Non-Fibrous Homogeneous	10% Glass	90.0% Non-fibrous (Other)	**None Detected**
A-84 *162507238-0112*	2'X2' CEILING PANEL WHITE FLOOR 1 SECTION A OFFICE	Tan/White Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
A-85 *162507238-0113*	4"X4" FLOOR TILE RED FLOOR 1 SECTION A OFFICE	Brown Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-86 *162507238-0114*	4"X4" FLOOR TILE GROUT GRAY FLOOR 1 SECTION A OFFICE	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
A-87A *162507238-0115*	WALL PLASTER GRAY FLOOR 1 SECTION A	Gray Non-Fibrous Homogeneous	<1% Cellulose	20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
A-87B *162507238-0116*	WALL PLASTER GRAY FLOOR 1 SECTION A	Gray Non-Fibrous Homogeneous	<1% Cellulose	20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
A-87C *162507238-0117*	WALL PLASTER GRAY FLOOR 1 SECTION A	Gray Non-Fibrous Homogeneous	<1% Cellulose	20% Quartz 80.0% Non-fibrous (Other)	**None Detected**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A-88A *162507238-0118*	WALL SKIM COAT WHITE FLOO 1 SECTION A	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-88B *162507238-0119*	WALL SKIM COAT WHITE FLOO 1 SECTION A	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-88C *162507238-0120*	WALL SKIM COAT WHITE FLOO 1 SECTION A	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-89A *162507238-0121*	CEILING PLASTER GRAY FLOOR 1 SECTION A	Gray Non-Fibrous Homogeneous	<1% Cellulose	20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
A-89B *162507238-0122*	CEILING PLASTER GRAY FLOOR 1 SECTION A	Gray Non-Fibrous Homogeneous	<1% Cellulose	20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
A-89C *162507238-0123*	CEILING PLASTER GRAY FLOOR 1 SECTION A	Gray Non-Fibrous Homogeneous	<1% Cellulose	20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
A-90A *162507238-0124*	CEILING SKIM COAT WHITE FLOOR 1 SECTION A	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-90B *162507238-0125*	CEILING SKIM COAT WHITE FLOOR 1 SECTION A	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-90C *162507238-0126*	CEILING SKIM COAT WHITE FLOOR 1 SECTION A	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A-91 *162507238-0127*	ELECTRICAL TAPE BLACK FLOOR 1 SECTION A	Brown Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
A-92 *162507238-0128*	ELECTRICAL INSULATION BLACK FLOOR 1 SECTION A	Brown Fibrous Homogeneous	40% Cellulose	60.0% Non-fibrous (Other)	**None Detected**
A-93 *162507238-0129*	WINDOW CAULK WHITE FLOOR 1 SECTION A	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-94 *162507238-0130*	LINOLEUM FLOOR BROWN FLOOR 2 SECTION A	Tan/Black/Orange Fibrous Heterogeneous	30% Cellulose	70.0% Non-fibrous (Other)	**None Detected**
A-95 *162507238-0131*	CEILING INSULATION YELLOW FLOOR 2 SECTION A	Gray Fibrous Homogeneous	98% MinWool	2.0% Non-fibrous (Other)	**None Detected**
A-96 *162507238-0132*	CEILING INSULATION BACKING PAPER BLACK FLOOR 2 SECTION A	Black Fibrous Homogeneous	60% Cellulose	40.0% Non-fibrous (Other)	**None Detected**
A-97 *162507238-0133*	WINDOW GLAZING WHITE FLOOR 2 SECTION A	Gray Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**<1% Chrysotile**
A-98 *162507238-0134*	1'X2' CEILING TILE WHITE FLOOR 2 SECTION A	Tan/White Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
A-99 *162507238-0135*	1'X2' CEILING TILE MASTIC BLACK FLOOR 2 SECTION A	Brown Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A-100 *162507238-0136*	3"X3" WALL TILE BEIGE FLOOR 2 SECTION A	Beige Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-101 *162507238-0137*	3"X3" WALL TILE MASTIC BLACK FLOOR 2 SECTION A	Black Non-Fibrous Homogeneous		97.0% Non-fibrous (Other)	**3% Chrysotile**
A-102 *162507238-0138*	3"X3" WALL TILE BEIGE FLOOR 2 SECTION A	White/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-103 *162507238-0139*	3"X3" WALL TILE GROUT GRAY FLOOR 2 SECTION A	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-104 *162507238-0140*	1"X1" FLOOR TILE BEIGE FLOOR 2 SECTION A	Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-105 *162507238-0141*	1"X1" FLOOR TILE GROUT GRAY FLOOR 2 SECTION A	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
A-106A *162507238-0142*	DUCT SEAM TAPE YELLOW FLOOR 2 SECTION A	Tan/Green Fibrous Homogeneous	85% Cellulose	15.0% Non-fibrous (Other)	**None Detected**
A-106B *162507238-0143*	DUCT SEAM TAPE YELLOW FLOOR 2 SECTION A	Tan/Green Fibrous Homogeneous	85% Cellulose	15.0% Non-fibrous (Other)	**None Detected**
A-106C *162507238-0144*	DUCT SEAM TAPE YELLOW FLOOR 2 SECTION A	Tan/Green Fibrous Homogeneous	85% Cellulose	15.0% Non-fibrous (Other)	**None Detected**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A-107A *162507238-0145*	DUCT INSULATION BROWN FLOOR 2 SECTION A	Brown Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
A-107B *162507238-0146*	DUCT INSULATION BROWN FLOOR 2 SECTION A	White Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
A-107C *162507238-0147*	DUCT INSULATION BROWN FLOOR 2 SECTION A	Tan Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
A-108A *162507238-0148*	DUCT WRAP BROWN FLOOR 2 SECTION A	Gray/Tan Fibrous Homogeneous	80% Cellulose	10.0% Non-fibrous (Other)	**10% Chrysotile**
A-108B *162507238-0149*	DUCT WRAP BROWN FLOOR 2 SECTION A	Gray/Tan Fibrous Homogeneous	80% Cellulose	10.0% Non-fibrous (Other)	**10% Chrysotile**
A-108C *162507238-0150*	DUCT WRAP BROWN FLOOR 2 SECTION A	Gray/Tan Fibrous Homogeneous	80% Cellulose	10.0% Non-fibrous (Other)	**10% Chrysotile**
A-109 *162507238-0151*	CEILING SKIM COAT WHITE FLOOR B SECTION A	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
A-110 *162507238-0152*	TANK INSULATION BROWN FLOOR B SECTION A	Brown Fibrous Homogeneous	95% Hair	5.0% Non-fibrous (Other)	**None Detected**
D-111 *162507238-0153*	PARAPET TAR BLACK FLOOR EXT SECTION D-ROOF	Gray/Black Fibrous Homogeneous	20% Cellulose	77.0% Non-fibrous (Other)	**3% Chrysotile**

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262, A2LA Accredited - Certificate #2845.25

Initial report from: 06/10/2025 15:14:26

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order: 162507238
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 06/05/2025 10:20 AM
Analysis Date: 06/09/2025 - 06/10/2025
Collected Date:

Project: City of Waterloo-54 Lane Street-Fullc

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
D-112 *162507238-0154*	ROOF FELT BLACK FLOOR EXT SECTION D-ROOF	White/Black Fibrous Homogeneous		40.0% Non-fibrous (Other)	**60% Chrysotile**
D-113 *162507238-0155*	ROOF TAR BLACK FLOOR EXT SECTION D-ROOF	Black Fibrous Homogeneous	40% Cellulose	60.0% Non-fibrous (Other)	**None Detected**
B-114 *162507238-0156*	WALL PLASTER GRAY FLOOR EXT SECTION B	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
B-115 *162507238-0157*	WALL SKIM COAT WHITE FLOOR EXT SECTION B	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
D-116 *162507238-0158*	SHINGLE BLACK FLOOR EXT SECTION D	White/Black Fibrous Heterogeneous	20% Glass	80.0% Non-fibrous (Other)	**None Detected**
DUP-1 *162507238-0159*	CERAMIC BLOCK BEIGE FLOOR 1 SECTION G	Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
DUP-2 *162507238-0160*	WALL TILE GROUT GRAY FLOOR 2 SECTION A	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
DUP-3 *162507238-0161*	WALL PLASTER GRAY FLOOR EXT SECTION B	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**

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Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262, A2LA Accredited - Certificate #2845.25

Initial report from: 06/10/2025 15:14:26

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order:	162507238
Customer ID:	IMPA25
Customer PO:	
Project ID:	

Attention:	Leon Johnson Eocene Environmental Group 5930 Grand Ave West Des Moines, IA 50266	**Phone:**	(515) 473-6256
		Fax:	(515) 528-8005
		Received Date:	06/05/2025 10:20 AM
		Analysis Date:	06/09/2025 - 06/10/2025
		Collected Date:	
Project:	City of Waterloo-54 Lane Street-Fullc		

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk materials via EPA/600 (0513) Method using Polarized Light Microscopy. The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date:	06/05/2025	Sample Receipt Time:	10:20 AM
Analysis Completed Date:	06/10/2025	Analysis Completed Time:	2:02 PM

Analyst(s):

Hannah Morgan

Hannah Morgan PLM (161)

Samples Reviewed and approved by:

Melissa Newkirk

Asbestos Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262, A2LA Accredited - Certificate #2845.25

Initial report from: 06/10/2025 15:14:26

OrderID: 162507238

Ship Date:

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody EMSL Order Number
(Lab Use Only)
162507238

6340 Castleplace Dr.
Indianapolis, IN 46250
Phone: (317)803-2997
Fax: (317)803-3047

Company: Eocene Environmental Group		☑ EMSL – Bill to: Same *Third Party Billing requires written authorization from third party.*	
Street: 8951 Windsor Parkway			
City: Johnston	State: IA	Zip Code: 50131	Country: USA
Report To: Leon Johnson		Phone: 515-201-8215	Fax: 515-528-8005
Email Address: ljohnson@eocene.com		Please Provide results: EMAIL	
Project Name: City of Waterloo– 54 Lane Street – Fullc – Sampler Initials (LJ) – 6/2/25-6/4/25			
US State Samples Taken: IA			

Turnaround Time (TAT) Options

☐ 3-Hour ☐ 6-Hour ☐ 24-Hour ☐ 32-Hour ☐ 48 -Hour ☑ 72-Hour ☐ 1 Week ☐ 2 Week

**For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 hr TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytic Price Guide.*

PLM – BULK (reporting limit)
☑ PLM EPA 600/R-93/116 (<1%)

TEM – Air ☐ 4-4.5hr TAT (AHERA only)
☐ AHERA 40 CFR, Part 763

Sampler Names: Leon Johnson

Sampler Signature:

☐ Check for Positive Stop – Clearly Identify Homogeneous Group

Filter Pore Size (Air Samples): ☐ 0.8 µm ☐ 0.45 µm

Sample ID	Sample Material/Description	Color	Floor	Location	Sample Date
G-01	Transite Siding	Gray	EXT	Section G	4/2/2025
G-02	Wall Tar	Black	EXT	Section G	4/2/2025
G-03	Window Caulk	Brown	EXT	Section G	4/2/2025
G-04	Garage Door Caulk	White	EXT	Section G	4/2/2025
G-05	Window Glazing	White	EXT	Section G	4/2/2025
G-06	Wall Skim Coat	White	EXT	Section G	4/2/2025
G-07	Wall Plaster	Gray	EXT	Section G	4/2/2025
D-08	Transite Siding	Gray	EXT	Section D	4/2/2025
D-09	Fiber Board	Brown	EXT	Section D	4/2/2025
D-10	Roof Felt	Black	EXT	Section D	4/2/2025
D-11	Wall Tar	Black	EXT	Section D	4/2/2025
D-12	Window Caulk	White	EXT	Section D	4/2/2025
C-13	Roof Tar	Black	EXT	Section C	4/2/2025
B-14	Wall Skim Coat	White	EXT	Section B	4/2/2025
B-15	Wall Plaster	Gray	EXT	Section B	4/2/2025
B-16	Wall Caulk	White	EXT	Section B	4/2/2025
A-17	Window Caulk	Gray	EXT	Section C	4/2/2025
A-18	Window Glazing	White	EXT	Section C	4/2/2025
A-19	Door Caulk	Gray	EXT	Section C	4/2/2025
A-20	Window Caulk	Brown	EXT	Section C	4/2/2025
A-21	Window Caulk	White	EXT	Section C	4/2/2025
D-22	Window Caulk	White	EXT	Section D	4/2/2025
F-23	Door Caulk	White	EXT	Section F	4/2/2025
E-24	Window Caulk	White	EXT	Section E	4/2/2025
E-25	Window Caulk	White	EXT	Section E	4/2/2025
E-26	Door Caulk	White	EXT	Section E	4/2/2025
E-27	Wall Caulk	White	EXT	Section E	4/2/2025

D-28	Door Caulk	White	EXT	Section D	4/2/2025
D-29	Wall Caulk	White	EXT	Section D	4/2/2025
G-30	Pipe Caulk	White	EXT	Section G	4/2/2025
G-31	Wall Caulk	Black	EXT	Section G	4/2/2025
D-32	Eave Caulk	Gray	EXT	Section D	4/2/2025
D-33	Pipe Caulk	Gray	EXT	Section D	4/2/2025
A-34	Wall Caulk	Gray	EXT	Section A	4/2/2025
G-35ABC	1" Pipe Wrap	White	1	Section G	4/2/2025
G-36ABC	1" Pipe Insulation	White	1	Section G	4/2/2025
G-37ABC	3" Pipe Wrap	White	1	Section G	4/2/2025
G-38ABC	3" Pipe Insulation	White	1	Section G	4/2/2025
G-39ABC	3" Pipe Elbow Insulation	White	1	Section G	4/2/2025
D-40ABC	4" Pipe Wrap	White	1	Section D	4/2/2025
D-41ABC	4" Pipe Insulation	White	1	Section D	4/2/2025
E-42	Pipe Insulation	White	1	Section E-Debris Pit	4/2/2025
D-43	Pipe Insulation	White	1	Section D-Debris Pile	4/2/2025
B-44ABC	6" Pipe Wrap	White	1	Section B	4/2/2025
B-45ABC	6" Pipe Insulation	White	1	Section B	4/2/2025
A-46ABC	3" Pipe Wrap	White	1	Section A	4/2/2025
A-47ABC	3" Pipe Insulation	White	1	Section A	4/2/2025
G-48	Window Caulk	Brown	1	Section G	4/3/2025
G-49	Window Glazing	Red	1	Section G	4/3/2025
G-50	2'x4' Ceiling Panel	White	1	Section G	4/3/2025
G-51	Fiberglass Insulation	Yellow	1	Section G	4/3/2025
G-52	4"x4" Floor Tile	Red	1	Section G	4/3/2025
G-53	4"x4" Floor Tile Grout	Gray	1	Section G	4/3/2025
G-54	Leveling Compound	Gray	1	Section G	4/3/2025
G-55	4"x8" Ceramic Block	Beige	1	Section G	4/3/2025
G-56	4"x8" Ceramic Block Grout	Gray	1	Section G	4/3/2025
G-57	4"x8" Floor Tile	Red	1	Section G	4/3/2025
G-58	4"x8" Floor Tile Grout	Gray	1	Section G	4/3/2025
F-59	Transite Siding	Gray	1	Section F-Debris Pile	4/3/2025
F-60	Roof Felt	Black	1	Section F-Debris Pile	4/3/2025
F-61	Roof Tar	Black	1	Section F-Debris Pile	4/3/2025
D-62	Fiberglass Insulation	Yellow	1	Section D	4/3/2025
D-63	Fiberboard	Brown	1	Section D	4/3/2025
D-64	1"x1" Wall Tile	Beige	1	Section D-Restroom	4/3/2025
D-65	1"x4" Wall Tile	Green	1	Section D-Restroom	4/3/2025
D-66	Wall Grout	Beige	1	Section D-Restroom	4/3/2025
D-67	Wall Grout	Gray	1	Section D-Restroom	4/3/2025
D-68	2'x4' Ceiling Panel	White	1	Section D-Restroom	4/3/2025
D-69	Drywall	White	1	Section D-Office	4/3/2025
D-70ABC	Drywall Skim Coat	White	1	Section D-Office	4/3/2025
D-71	Drywall Tape	White	1	Section D-Office	4/3/2025

OrderID: 162507238

Ship Date: 7238

D-72ABC	Drywall Joint Compound	White	1	Section D-Office	4/3/2025
D-73	Window Glazing	White	1	Section D-Office	4/3/2025
E-74	2"x2" Floor Tile	Red	1	Section E	4/3/2025
E-75	2"x2" Floor Tile Grout	Gray	1	Section E	4/3/2025
E-76	Counter Top	Black	1	Section E	4/3/2025
E-77	Drywall	White	1	Section E-Debris Pile	4/3/2025
C-78	Carpet Mastic	Yellow	1	Section C-Office	4/3/2025
C-79ABC	Ceiling Texture	White	1	Section C-Office	4/3/2025
C-80	Floor Expansion Compound	Black	1	Section C	4/3/2025
A-81	12"x12" Floor Tile	Gray	1	Section A Office	4/3/2025
A-82	12"x12" Floor Tile Grout	Gray	1	Section A Office	4/3/2025
A-83	Leveling Compound	Gray	1	Section A Office	4/3/2025
A-84	2'x2' Ceiling Panel	White	1	Section A Office	4/3/2025
A-85	4"x4" Floor Tile	Red	1	Section A Office	4/3/2025
A-86	4"x4" Floor Tile Grout	Gray	1	Section A Office	4/3/2025
A-87ABC	Wall Plaster	Gray	1	Section A	4/3/2025
A-88ABC	Wall Skim Coat	White	1	Section A	4/3/2025
A-89ABC	Ceiling Plaster	Gray	1	Section A	4/3/2025
A-90ABC	Ceiling Skim Coat	White	1	Section A	4/3/2025
A-91	Electrical Tape	Black	1	Section A	4/3/2025
A-92	Electrical Insulation	Black	1	Section A	4/3/2025
A-93	Window Caulk	White	1	Section A	4/3/2025
A-94	Linoleum Floor	Brown	2	Section A	4/4/2025
A-95	Ceiling Insulation	Yellow	2	Section A	4/4/2025
A-96	Ceiling Insulation Backing Paper	Black	2	Section A	4/4/2025
A-97	Window Glazing	White	2	Section A	4/4/2025
A-98	1'x2' Ceiling Tile	White	2	Section A	4/4/2025
A-99	1'x2' Ceiling Tile Mastic	Black	2	Section A	4/4/2025
A-100	3"x3" Wall Tile	Beige	2	Section A	4/4/2025
A-101	3"x3" Wall Tile Mastic	Black	2	Section A	4/4/2025
A-102	3"x3" Wall Tile	Black	2	Section A	4/4/2025
A-103	3"x3" Wall Tile Grout	Gray	2	Section A	4/4/2025
A-104	1"x1" Floor Tile	Beige	2	Section A	4/4/2025
A-105	1"x1" Floor Tile Grout	Gray	2	Section A	4/4/2025
A-106ABC	Duct Seam Tape	Yellow	2	Section A	4/4/2025
A-107ABC	Duct Insulation	Brown	2	Section A	4/4/2025
A-108ABC	Duct Wrap	Brown	2	Section A	4/4/2025
A-109	Ceiling Skim Coat	White	B	Section A	4/4/2025
A-110	Tank Insulation	Brown	B	Section A	4/4/2025
D-111	Parapet Tar	Black	EXT	Section D-Roof	4/4/2025
D-112	Roof Felt	Black	EXT	Section D-Roof	4/4/2025
D-113	Roof Tar	Black	EXT	Section D-Roof	4/4/2025
B-114	Wall Plaster	Gray	EXT	Section B	4/4/2025
B-115	Wall Skim Coat	White	EXT	Section B	4/4/2025
D-116	Shingle	Black	EXT	Section D	4/4/2025
Dup-1	Ceramic Block	Beige	1	Section G	4/4/2025
Dup-2	Wall Tile Grout	Gray	2	Section A	4/4/2025

OrderID: 162507238

7238

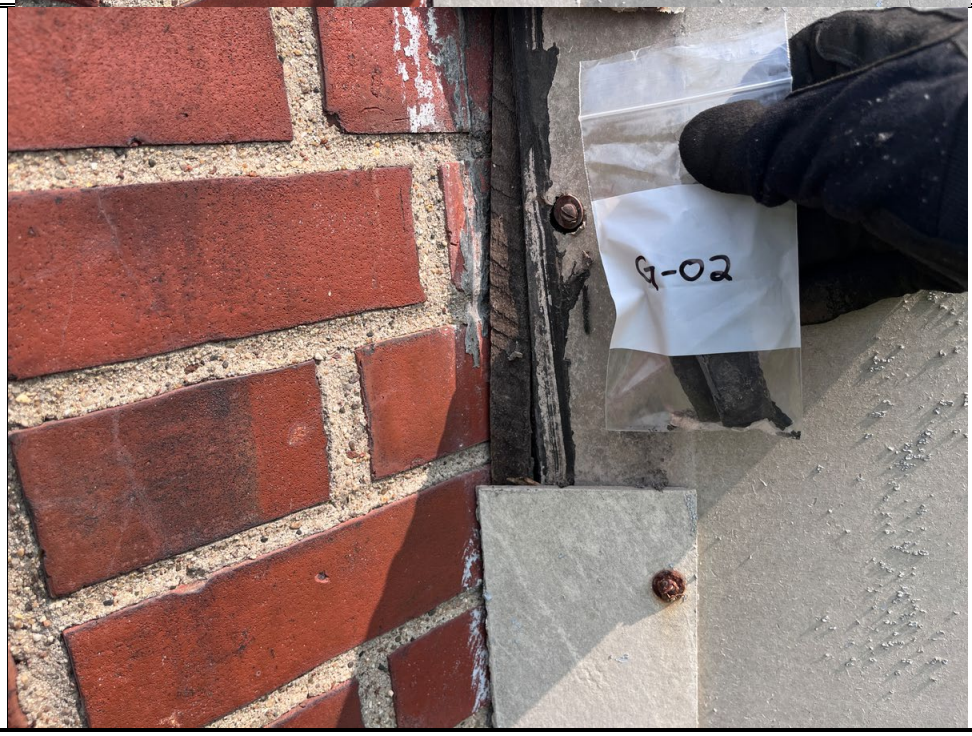
Ship Date:

Dup-3	Wall Plaster	Gray	EXT	Section B		4/4/2025
Client Sample # (s):	**G-01 through B-115**			**Total #:**	161	
Relinquished (Client):	Leon Johnson	**Date:**	4/4/2025	**Time:**	5:00PM	
Received (Lab):	[illegible]	**Date:**	[illegible]	**Time:**	[illegible]	
Comments/Special Instructions:	**PLEASE SAMPLE only layers listed on COC**					

APPENDIX C

ACM Photographs

Photograph table includes photos of all asbestos-containing materials.

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #1 **Description:** ACM Gray Transite Siding **Location:** Exterior Section G **Sample #:** G-01	
Photo #2 **Description:** ACM Black Wall Tar **Location:** Exterior Section G **Sample #:** G-02	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #3 **Description:** ACM White Garage Door Caulk **Location:** Exterior Section G **Sample #:** G-04	
Photo #4 **Description:** ACM Gray Window Glazing **Location:** Exterior Section G (11 Windows) **Sample #:** G-05	

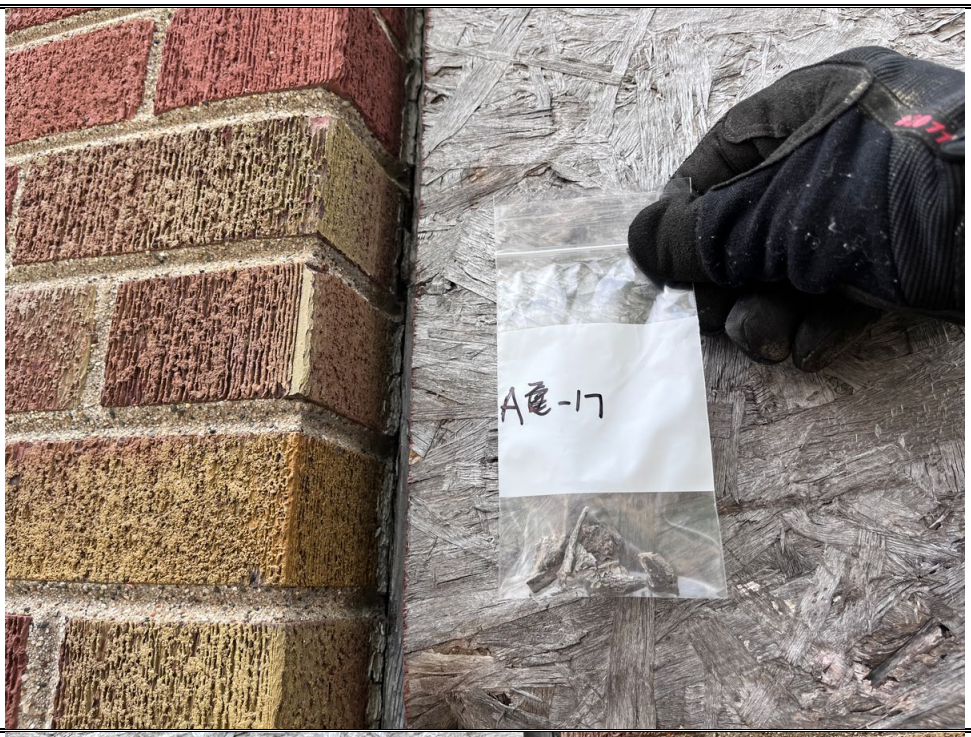
Photograph table includes photos of all asbestos-containing materials. (Continued)

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #5 **Description:** ACM Gray Transite Siding **Location:** Exterior Section D – Upper Portion of Wall **Sample #:** D-08	
Photo #6 **Description:** ACM Black Roof Felt **Location:** Exterior Section D **Sample #:** D-10	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #7 **Description:** ACM Black Wall Tar **Location:** Exterior Section D **Sample #:** D-11	
Photo #8 **Description:** ACM Black Roof Tar **Location:** Exterior Section C – Debris Pile on Ground and Roof **Sample #:** C-13	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #9 **Description:** ACM Gray Window Caulk **Location:** Exterior Section A (23 Windows) **Sample #:** A-17	
Photo #10 **Description:** ACM White Window Glaze **Location:** Exterior Section A (23 Windows) **Sample #:** A-18	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #11 **Description:** ACM Gray Door Caulk **Location:** Exterior Section A **Sample #:** A-19	
Photo #12 **Description:** ACM White Window Caulk **Location:** Exterior Section D (2 Windows) **Sample #:** D-22	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #13 **Description:** ACM White Door Caulk **Location:** Exterior Section F **Sample #:** F-23	
Photo #14 **Description:** ACM Gray Wall Caulk **Location:** Exterior Section E **Sample #:** E-27	

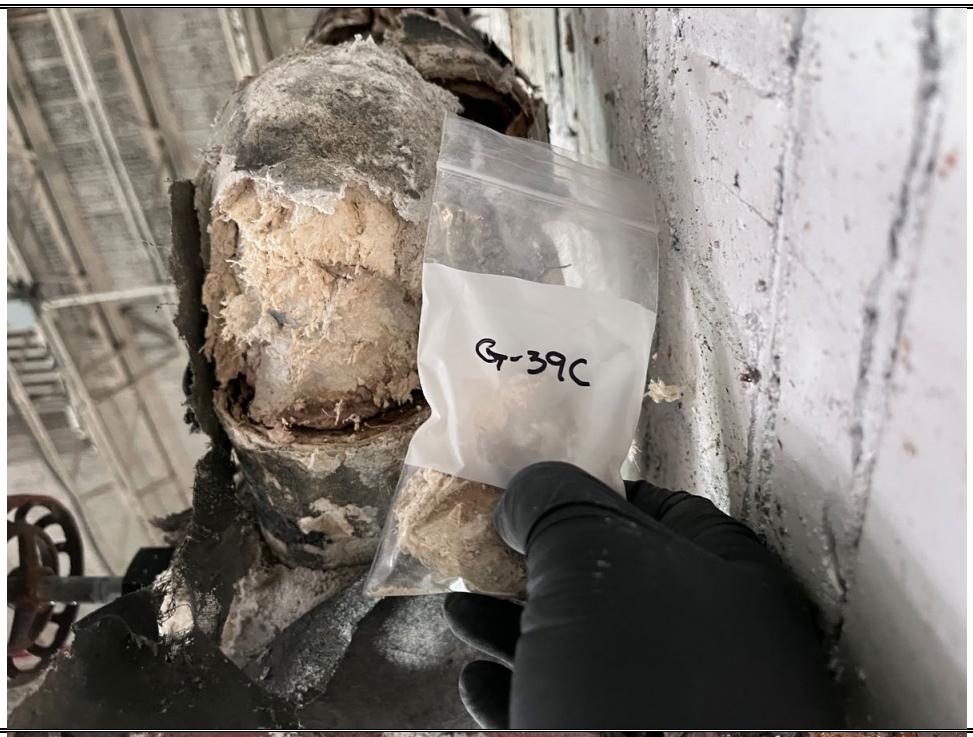
Photograph table includes photos of all asbestos-containing materials. (Continued)

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #15 **Description:** ACM Black Wall Caulk **Location:** Exterior Section D **Sample #:** D-31	
Photo #16 **Description:** ACM Gray Wall Caulk **Location:** Exterior Section A **Sample #:** A-34	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #17 **Description:** ACM White 1” Pipe Insulation **Location:** Interior Section G **Sample #:** G-36ABC	
Photo #18 **Description:** ACM White 3” Pipe Insulation **Location:** Interior Section G **Sample #:** G-38ABC	

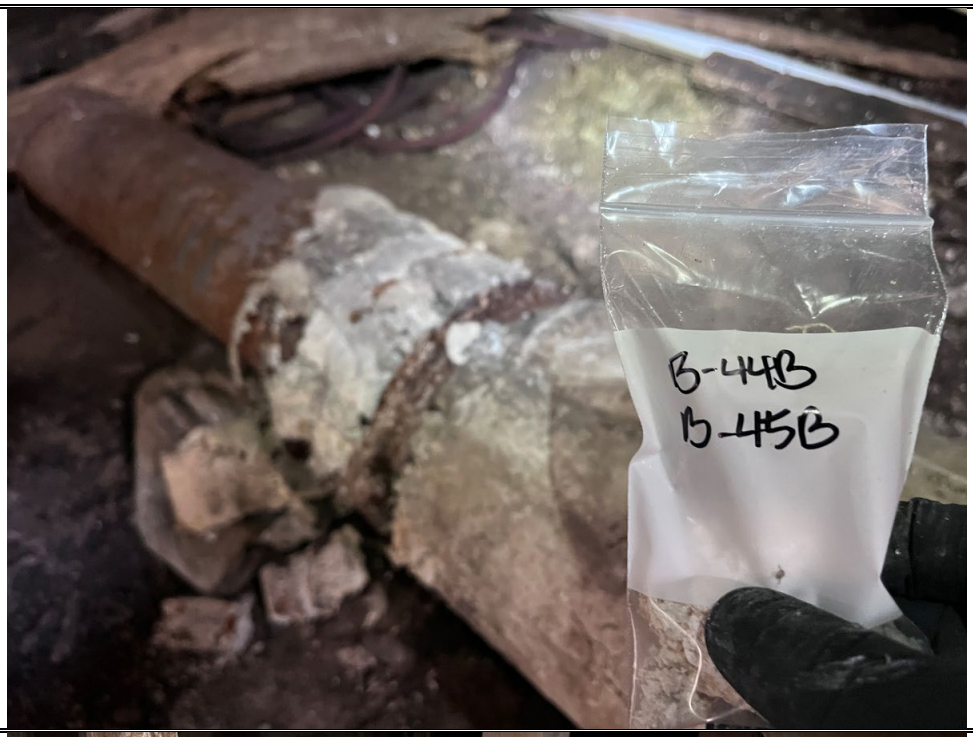
Photograph table includes photos of all asbestos-containing materials. (Continued)

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #19 **Description:** ACM White 3” Pipe Elbow **Location:** Interior Section G **Sample #:** G-39ABC	
Photo #20 **Description:** ACM White 4” Pipe Insulation **Location:** Interior Section D **Sample #:** D-41ABC	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #21 **Description:** ACM White TSI Pipe Insulation **Location:** Interior Section E-Debris in Pit **Sample #:** E-42	
Photo #22 **Description:** ACM White TSI Pipe Insulation **Location:** Interior Section D – In Debris Pile Along East Wall **Sample #:** D-43	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/2/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #23 **Description:** ACM White 6” Pipe Insulation **Location:** Interior Section B – On the Ground **Sample #:** B-45ABC	
Photo #24 **Description:** ACM 3” White Pipe Insulation **Location:** Interior Section A – On Pipes & Debris Pile on Ground **Sample #:** A-47ABC	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/3/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #25 **Description:** ACM Gray Transite Siding **Location:** Interior Section F – In Debris Pile on Ground **Sample #:** F-59	
Photo #26 **Description:** ACM Black Roof Felt **Location:** Interior Section F – In Debris Pile on Ground **Sample #:** F-60	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/3/2025 & 6/4/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #27 **Description:** ACM Black Roof Tar **Location:** Interior Section F – In Debris Pile on Ground **Sample #:** F-61	
Photo #28 **Description:** ACM White Window Glazing **Location:** 2nd Floor – Interior Section A **Sample #:** A-97	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/4/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #29 **Description:** ACM Brown 1’ x 3’ Ceiling Tile Mastic **Location:** 2nd Floor – Interior Section A **Sample #:** A-99	
Photo #30 **Description:** ACM Black 3” x 3” Wall Tile Mastic **Location:** 2nd Floor – Interior Section A **Sample #:** A-101	

Photograph table includes photos of all asbestos-containing materials. (Continued)

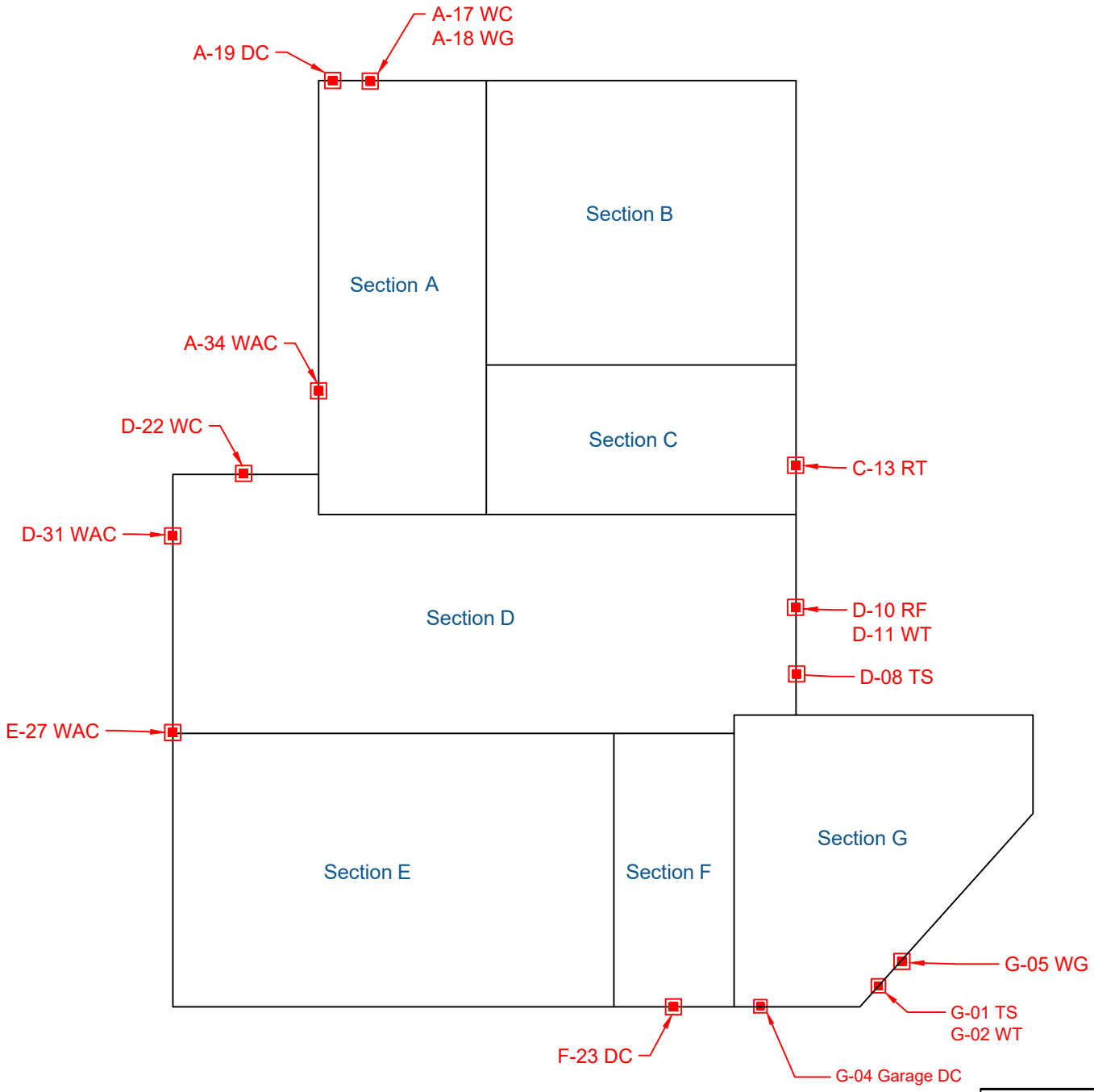
6/4/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #31 **Description:** ACM Brown Duct Wrap **Location:** 2nd Floor – Interior Section A **Sample #:** A-108ABC	
Photo #32 **Description:** ACM Black Parapet Tar **Location:** Section D Roof **Sample #:** D-111	

Photograph table includes photos of all asbestos-containing materials. (Continued)

6/4/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #33 **Description:** ACM Black Roof Felt **Location:** Section D Roof **Sample #:** D-112	

APPENDIX D

Sample Location Map(s)



Asbestos Legend	
Label	Material Substance
TS	Transite Siding
WT	Wall Tar
DC	Door Caulk
WG	Window Glazing
WC	Window Caulk
WAC	Wall Caulk
RF	Roof Felt
RT	Roof Tar

Legend

Positive ACM

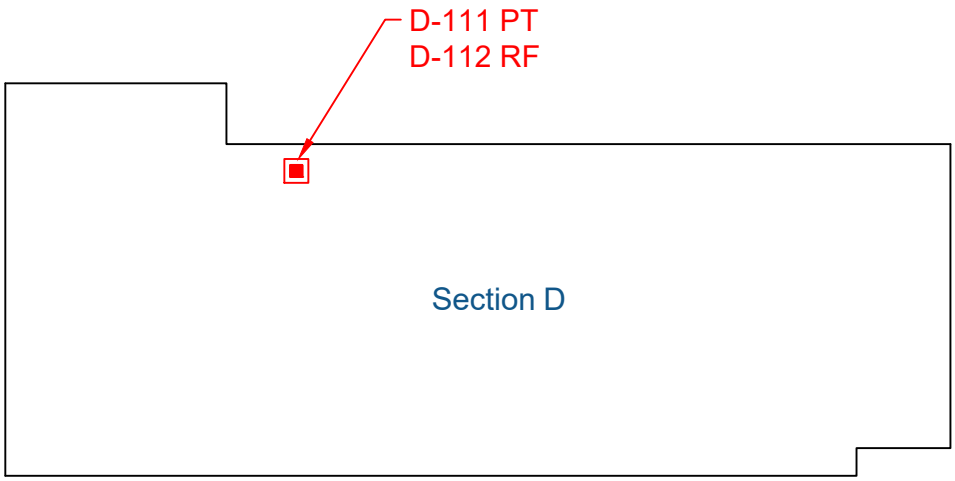
Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
54 Lane Street (Former Altstadt & Langlas Bakery)
Waterloo, Iowa

SHEET TITLE:
Property Map
Exterior

DATE: 06/20/25
DRAWN BY: TS
CHECKED BY: LJ
SCALE: N/A
PROJECT NO:

N
W E
S



Asbestos Legend	
Label	Material Substance
PT	Parapet Tar
RF	Roof Felt

Legend

Positive ACM

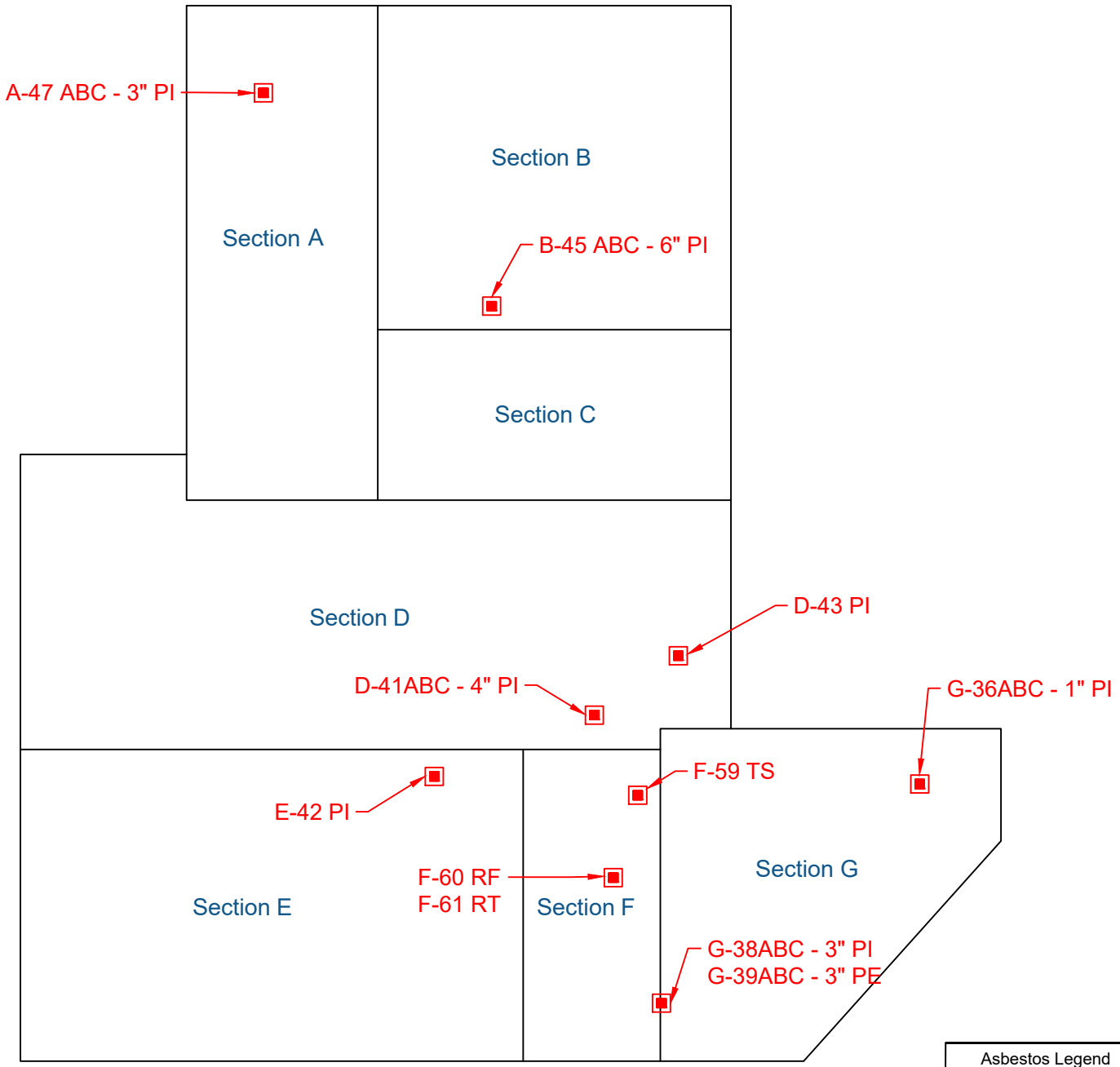
Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
54 Lane Street (Former Altstadt & Langlas Bakery)
Waterloo, Iowa

SHEET TITLE:
Property Map
Roof

DATE: 06/20/25
DRAWN BY: TS
CHECKED BY: JR
SCALE: N/A
PROJECT NO:

N
W E
S



Asbestos Legend	
Label	Material Substance
PI	Pipe Insulation
PE	Pipe Elbow
TS	Transite Siding
RF	Roof Felt
RT	Roof Tar

Legend

Positive ACM

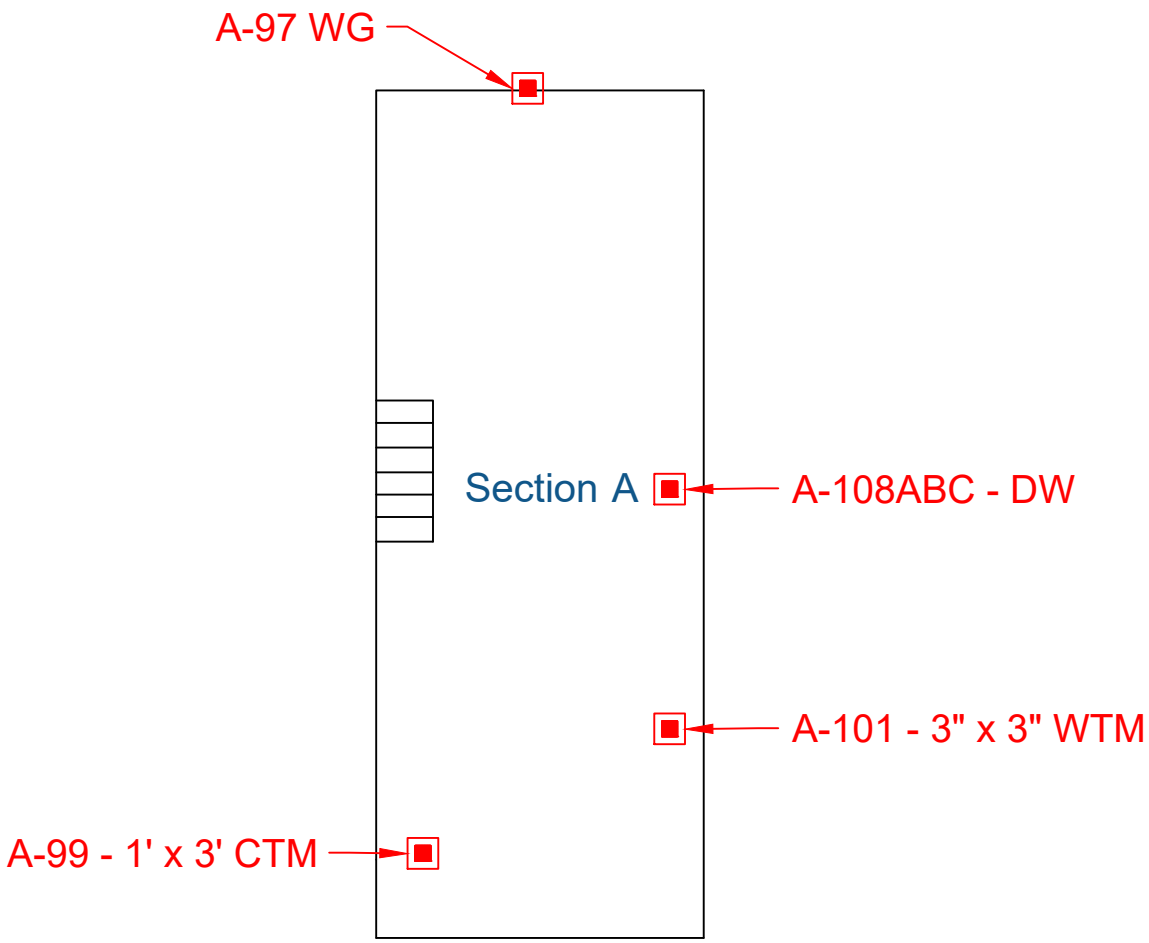
Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
54 Lane Street (Former Altstadt & Langlas Bakery)
Waterloo, Iowa

SHEET TITLE:
Property Map
1st Floor - Interior

DATE: 06/20/25
DRAWN BY: TS
CHECKED BY: LJ
SCALE: N/A
PROJECT NO:

N W E S



Asbestos Legend	
Label	Material Substance
WG	Window Glazing
CTM	Ceiling Tile Mastic
WTM	Wall Tile Mastic
DW	DW

Legend

Positive ACM

Eocene SM Environmental Group

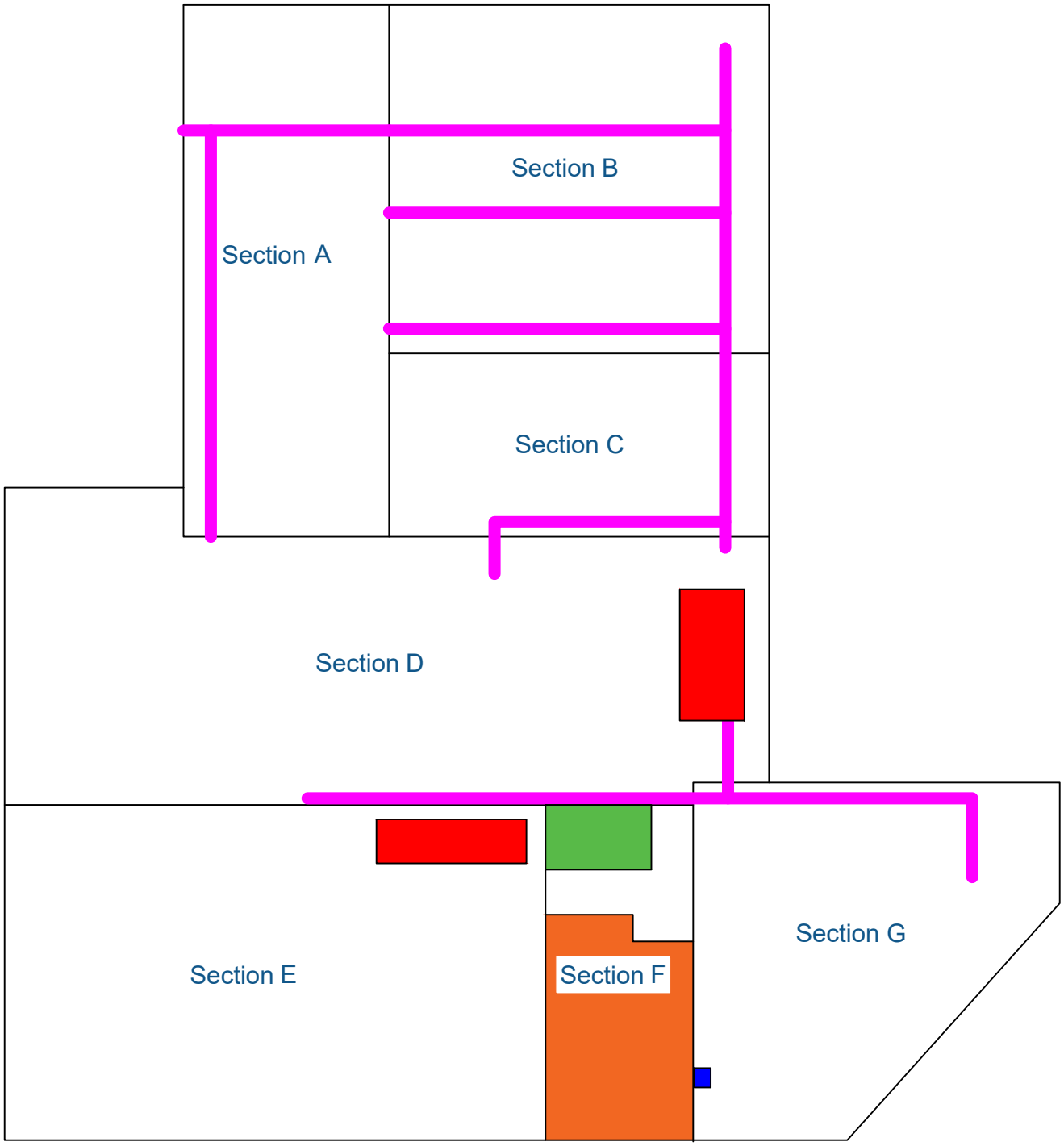
JOB DESCRIPTION:
ACM Inspection
54 Lane Street (Former Altstadt & Langlas Bakery)
Waterloo, Iowa

SHEET TITLE:
Property Map
2nd Floor - Section A Interior

DATE: 06/20/25
DRAWN BY: TS
CHECKED BY: JR
SCALE: N/A
PROJECT NO:

N
W E
S

EXHIBIT F – Asbestos Containing Materials Positive Summary Maps



Asbestos Legend	
Label	Material Substance
	Pipe Insulation
	Pipe Insulation/Pipe Elbow
	Debris Pile/Pipe Insulation
	Debris Pile/Transite Siding
	Debris Pile/Roof Felt/Roof Tar

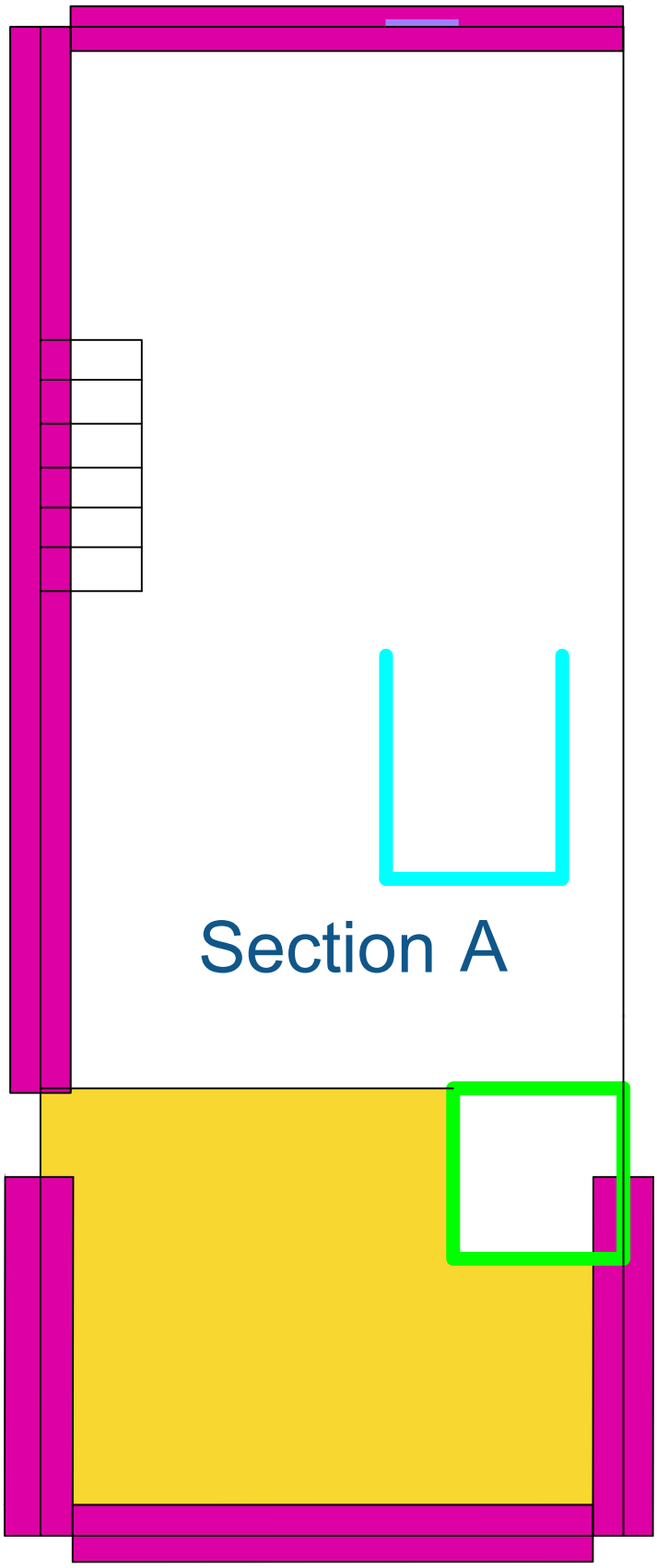
Eocene Environmental Group

JOB DESCRIPTION:
ACM Positive Summary
54 Lane Street (Former Altstadt & Langlas Bakery)
Waterloo, Iowa

SHEET TITLE:
Property Map
1st Floor - Interior

DATE: 10/23/25
DRAWN BY: LJ
CHECKED BY: RJ
SCALE: N/A
PROJECT NO:

N W E S



Asbestos Legend	
Label	Material Substance
	Duct Wrap
	Wall Tile Mastic
	Ceiling Tile Mastic
	Window Glazing

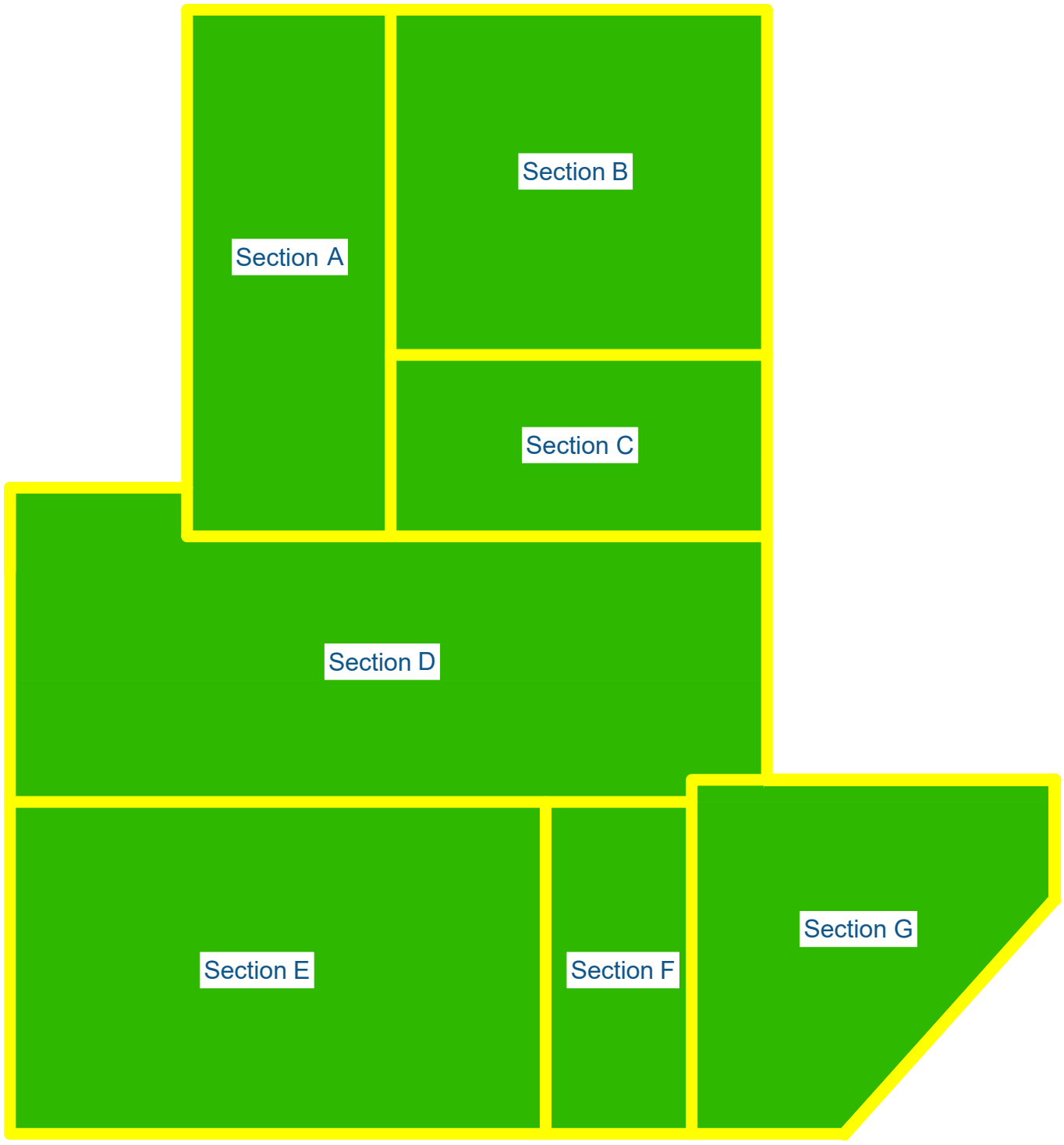
Eocene Environmental Group℠

JOB DESCRIPTION:
ACM Positive Summary Map
54 Lane Street (Former Altstadt & Langlas Bakery)
Waterloo, Iowa

SHEET TITLE:
Property Map
2nd Floor - Section A Interior

DATE: 10/23/25
DRAWN BY: LJ
CHECKED BY: JR
SCALE: N/A
PROJECT NO:

N
W E
S



Asbestos Legend	
Label	Material Substance
	Parapet Tar
	Roof Felt

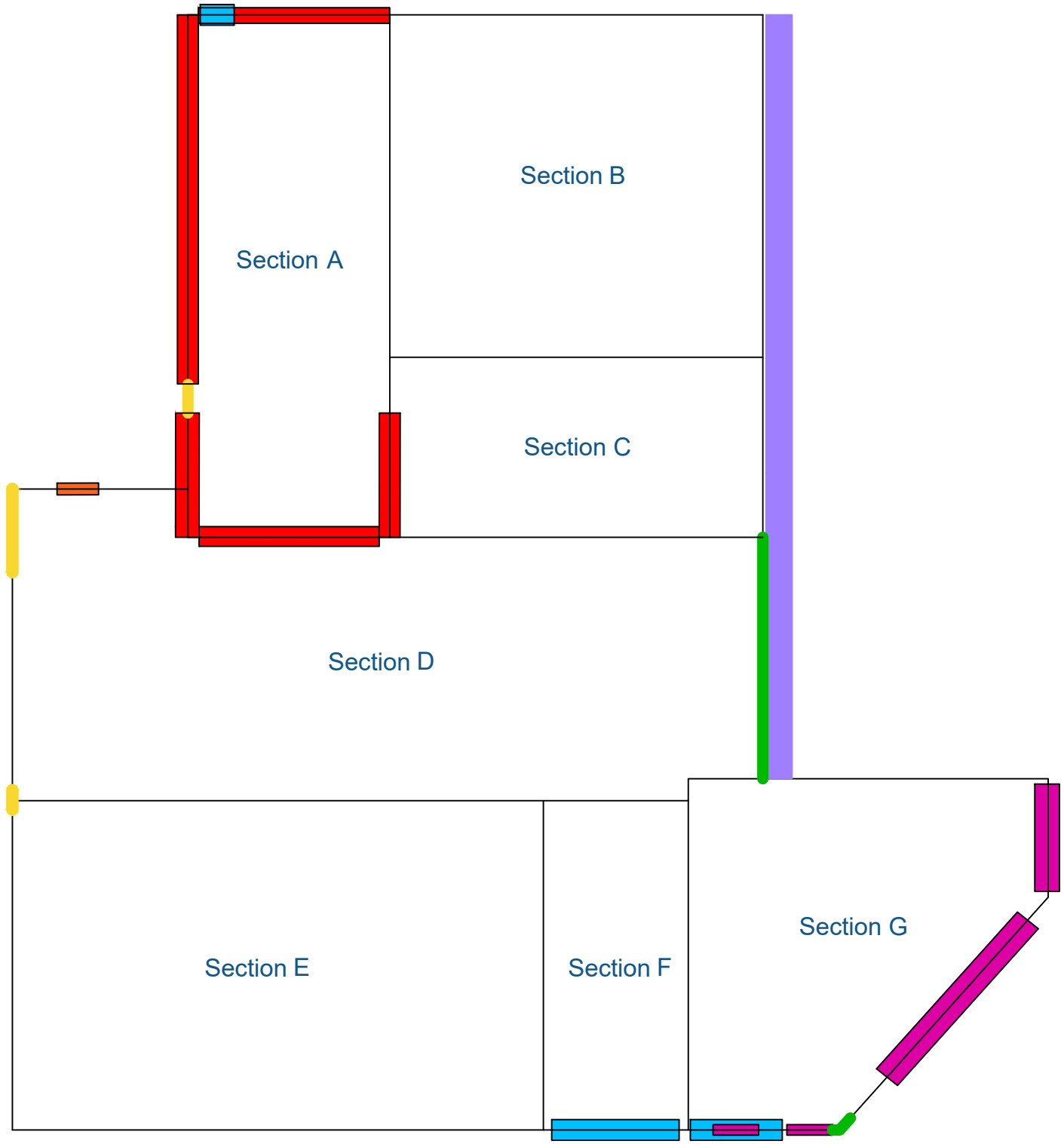
Eocene Environmental Group

JOB DESCRIPTION:
ACM Positive Summary Map
54 Lane Street (Former Altstadt & Langlas Bakery)
Waterloo, Iowa

SHEET TITLE:
Property Map
Roof

DATE: 10/23/25
DRAWN BY: LJ
CHECKED BY: JR
SCALE: N/A
PROJECT NO:

N
W E
S



Asbestos Legend	
Label	Material Substance
	Transite Siding
	Wall Caulk
	Door Caulk
	Window Glazing
	Window Caulk
	Debris Pile/Roof Tar/Roof Felt/Wall Tar

Eocene Environmental Group

JOB DESCRIPTION:
ACM Positive Summary
54 Lane Street (Former Altstadt & Langlas Bakery)
Waterloo, Iowa

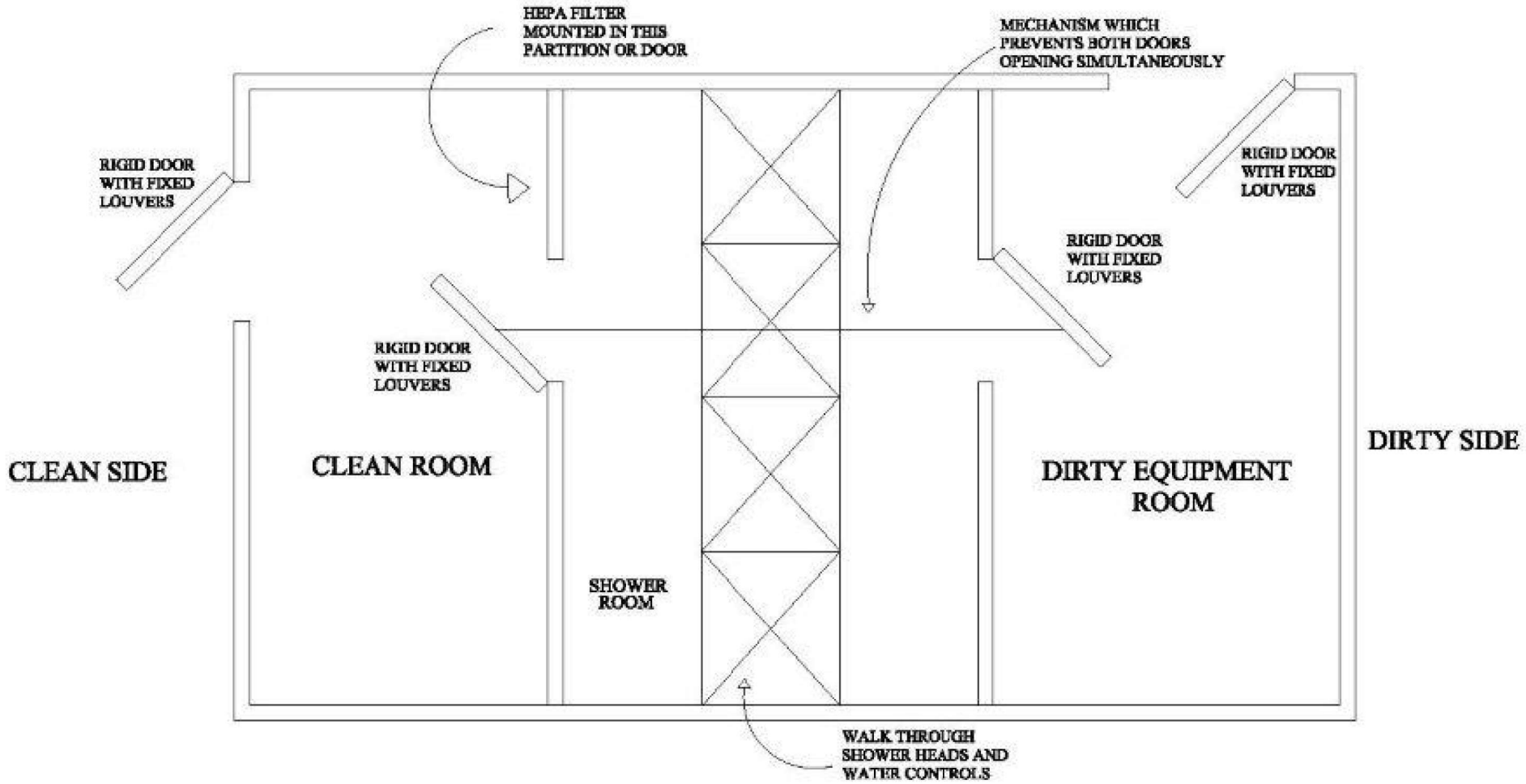
SHEET TITLE:
Property Map
Exterior

DATE: 10/23/25
DRAWN BY: LJ
CHECKED BY: JR
SCALE: N/A
PROJECT NO:

N W E S

EXHIBIT G – Asbestos Diagrams and Field Forms

PERSONNEL DECONTAMINATION UNIT



PRE-CLEANING RECORD

Building Name: _____ Asbestos Program Manager: _____

Address: _____ Date: _____

DATE	AREA	TECHNIQUE	SUPERVISOR	INITIAL

Certificate of Visual Inspection

Building Name:

Address:

Abatement Company:

The contractor and industrial hygienist hereby certify that they have visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, decontamination unit, sheet plastic, etc.) and have found no dust, debris, or residue to the best of their knowledge.

DATE	REMOVAL AREA	MATERIALS REMOVED	SUPERVISOR NAME & SIGNATURE	HYGIENIST NAME & SIGNATURE
			Print	Print
			Signature	Signature
			Print	Print
			Signature	Signature
			Print	Print
			Signature	Signature
			Print	Print
			Signature	Signature

Notes:

WASTE SHIPMENT RECORD

GENERATOR	1. Work site name and mailing address	Owner's name	Owner's telephone number
	2. Operator's name and address		Operator's telephone number
			Waste Generator Number
	3. Waste disposal site (WDS) name, mailing address, and physical site location		WDS telephone number
	4. Name and address of responsible agency		
	5. Description of materials Asbestos, ID # NA 2212, PACKAGING GROUP 111	6. Containers	7. Total Quantity m^3 (yd^3)
	8. Special handling instructions and additional information		
	9. OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.		
	Printed/typed name and title	Signature	Month Day Year
TRANSPORTER	10. Transporter 1 (Acknowledgment of receipt of materials)		
	Printed/typed name and title	Signature	Month Day Year
	Address & telephone number		
	11. Transporter 2 (Acknowledgment of receipt of materials)		
	Printed/typed name and title	Signature	Month Day Year
	Address & telephone number		
DISPOSAL	12. Discrepancy indication space		
	13. Waste disposal site owner or operator: Certification of receipt of asbestos materials covered by this manifest except as noted in item 12.		
	Printed/typed name & title	Signature	Month Day Year

EXHIBIT H – Iowa DNR 10-Day Notification Form (Online Link)

https://stateofiowa.seamlessdocs.com/f/DIAL_Asbestos_Notification_Form

EXHIBIT I – Davis Bacon Prevailing Wage Term and Condition

"General Decision Number: IA20260028 01/16/2026

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/16/2026

SAIA2025-001 12/26/2024

	Rates	Fringes
BRICKLAYER (BRICKLAYER/STONE MASON)		
ZONE 1	$ 37.00	18.62
ZONE 2	$ 37.00	18.62
ZONE 3	$ 37.00	18.62
ZONE 4	$ 35.75	17.09
ZONE 5	$ 32.65	17.09
Carpenter & Piledrivermen		
ZONE 1	$ 34.27	17.08
ZONE 2	$ 32.80	17.23
ZONE 3	$ 32.68	17.48
ZONE 4	$ 32.45	14.80
ZONE 5**	$ 31.40	13.45
CONCRETE FINISHER		
ZONE 1	$ 31.85	15.08
ZONE 2	$ 31.85	15.08
ZONE 3	$ 31.85	15.08
ZONE 4	$ 30.00	10.70
ZONE 5	$ 28.95	10.70
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, 2, AND 3	$ 41.40	18.80
ZONE 4	$ 40.10	17.80
ZONE 5	$ 38.45	16.05
IRONWORKER (SETTING OF STRUCTURAL STEEL)		
ZONE 1	$ 32.28	19.07

ZONE 2	$ 30.57	19.46
ZONE 3	$ 30.56	19.60
ZONE 4	$ 28.74	18.51
ZONE 5**	$ 27.26	17.59

LABORER

ZONE 4		
GROUP A	$ 25.42	13.42
GROUP AA	$ 28.96	13.42
GROUP B	$ 23.57	13.42
GROUP C	$ 21.60	13.42
ZONE 5		
GROUP A	$ 25.42	12.17
GROUP AA	$ 28.96	12.17
GROUP B	$ 23.57	12.17
GROUP C	$ 21.60	12.17
ZONES 1, 2, & 3		
GROUP A	$ 26.29	13.64
GROUP AA	$ 28.96	13.64
GROUP B	$ 24.44	13.64
GROUP C	$ 21.36	13.64

POWER EQUIPMENT OPERATOR

ZONE 1		
GROUP A	$ 38.92	18.28
GROUP B	$ 37.37	18.28
GROUP C	$ 34.87	18.28
GROUP D	$ 34.87	18.28
ZONE 2		
GROUP A	$ 38.82	18.28
GROUP B	$ 37.22	18.28
GROUP C	$ 34.67	18.28
GROUP D	$ 34.67	18.28
ZONE 3		
GROUP A	$ 35.10	31.30
GROUP B	$ 33.80	31.30
GROUP C	$ 32.30	31.30
GROUP D	$ 32.30	31.30
ZONE 4		
GROUP A	$ 35.10	20.70
GROUP B	$ 33.96	20.70
GROUP C	$ 31.88	20.70
GROUP D	$ 31.88	20.70
ZONE 5		
GROUP A	$ 34.17	15.55
GROUP B	$ 33.13	15.55
GROUP C	$ 31.40	15.55
GROUP D	$ 30.40	15.55

TRUCK DRIVER

ZONE 1	$ 29.00	13.40
ZONE 2	$ 29.00	13.40
ZONE 3	$ 29.00	13.40
ZONE 4	$ 29.00	11.00
ZONE 5	$ 27.24	11.00

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES
GROUP AA - Skilled pipelayer (sewer, water, and conduits) and tunnel laborers; asbestos abatement worker

GROUP A - Carpenter tender on bridges and box culverts; CCTV* sewer inspection operator; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills, and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; mason tender (brick/stone), powderman tender; powderman/blaster; sign erector; saw operator; {(Zones 4 and 5) Skilled pipelayer (sewer, water, and conduits); surveyors assistant; tunnel laborer; asbestos abatement worker}. *new labor classification (CCTV: closed circuit television)

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jack hammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES
GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer;

asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (l cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)
Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been

renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving the request by Elvir Begic for tax exemptions on the construction of a new single family house valued at $700,000.00, for property located at 1837 Red Tail Drive and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

AUDUBON HILLS SECOND ADDITION LOT 18

ATTACHMENTS

1. 1837 Red Tail Dr CLURA Form
2. 1837 Red Tail Dr CLURA Map

dotloop signature verification: dlp.us/A16W-6gwQ-PQJQ

For Office Use Only	
Date Received:	4/29/2026
Received by:	AT
Staff to make a copy for applicant	

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

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

Please fill out the following information for your application to be submitted to the City Council.

NAME: Elvir Begic **SIGNATURE:** Elvir Begic (dotloop verified 04/27/26 10:17 AM CDT JOLP-CEH1-EKKE-WVD4)

ADDRESS: 1837 Red Tail Dr Waterloo IA 50701 **EMAIL:** begic.realtor@gmail.com

TELEPHONE: (319) 427-4711 **DATE:** 4/27/2026

A. What is the *Address* of the property being improved? 1837 Red Tail Dr Waterloo IA 50701

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

AUDUBON HILLS SECOND ADDITION LOT 18

B. Indicate desired exemption schedule: (1 or 2)

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

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

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)?
New Construction

D. What was the cost of the new construction? 700,000

CO issued June 23, 2025 - AT (Planning)

E. Estimated or actual date of completion of this new construction? Summer 2026

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

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

Permit Number: WA16082 Date permit was issued: 12/3/2024 Total permit(s) valuation: 428,000

CITY OF WATERLOO

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


RED TAIL DR
1837 Red Tail Dr
PARTRIDGE LN
CAMARO
Note:
Base map data source is Black Hawk County.
This map does not represent a survey, no liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor, or their employees. The City of Waterloo makes no warranty, express or implied, as to the accuracy of the information shown on this map, and expressly disclaims liability for the accuracy thereof. Users should refer to official plats, surveys, recorded deeds, etc. located at the Black Hawk County Assessor's Office for complete and accurate information.
0 45 90 180 270
Feet
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Comm
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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving the request by Deborah J. Lage for tax exemptions on the construction of a new duplex valued at $329,900.00, for property located at 4172 Mystic Drive and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

PRAIRIE MEADOW ESTATES FIRST ADD LOT 47

ATTACHMENTS

1. 4172 Mystic Dr CLURA Form
2. 4172 Mystic Dr CLURA Map

For Office Use Only

Date Received: 3/27/2026
Received by: AT
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

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

Please fill out the following information for your application to be submitted to the City Council.

NAME: Deborah J. Lage **SIGNATURE:** Deb Lage

ADDRESS: 4172 Mystic Dr. **EMAIL:** deblage56@gmail.com

TELEPHONE: 319-939-6977 **DATE:** 3-27-26

A. What is the *Address* of the property being improved? 4172 Mystic Dr.

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

Prairie Meadows Estates First add. Lot 417

B. Indicate desired exemption schedule: (1 or 2)

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

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

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)?
NEW Build

D. What was the cost of the new construction? $329,900.00 2026 Finish Temp OC 3/19/26 -AT

E. Estimated or actual date of completion of this new construction? 3-17-26 (closed date)

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

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

Permit Number: WA06728 Date permit was issued: 11/06/2025 Total permit(s) valuation: 134000

CITY OF WATERLOO

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


OMAHA AVE
MYSTIC DR
MOURNING DOVE DR
MOURNING DOVE DR
4172 Mystic Dr
Note:
Base map data source is Black Hawk County.
This map does not represent a survey, no liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor, or their employees.
The City of Waterloo makes no warranty, express or implied, as to the accuracy of the information shown on this map, and expressly disclaims liability for the accuracy thereof. Users should refer to official plats, surveys, recorded deeds, etc. located at the Black Hawk County Assessor's Office for complete and accurate information.
0 45 90 180 270
Feet
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Comm
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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Engineering Department

MEETING DATE
May 18, 2026

AGENDA ITEM TITLE
Resolution approving request of Christina Carr for a waiver for a concrete driveway, located at 2245 Byron Avenue, with the elimination of the sidewalk section due to inability to meet grade requirements.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. 20260506075714184

WAIVER

Paid Fee on openGov

Date: 5/4/26

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

2245 Byron Ave.
(Address)

This waiver is needed because of:

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

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

____ elimination of the sidewalk section for asphalt driveways.

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

X Other: no sidewalk on my street

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 twelve dollars ($12.00) for the purpose of recording this agreement.

Respectfully submitted,

Christina Carr
Printed Name of Property Owner

Christina Carr
Signature of Property Owner

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Engineering Department

MEETING DATE
May 18, 2026

AGENDA ITEM TITLE
Resolution approving award of bid to JQ Construction, of Waterloo, Iowa, in the amount of $23,654.00, approving the contract, bond and certificate of insurance, in conjunction with the FY 2026 1600 Blk Bertch Avenue Sanitary Sewer Repair, Contract No. 1160, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION
This is an emergency repair of the sanitary sewer in the 1600 block of Bertch Avenue.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. Contract

2. Bonds
3. Insurance

FORM OF CONTRACT

FOR THE CONSTRUCTION OF

1600 BLK BERTCH AVENUE SANITARY SEWER REPAIR

CITY OF WATERLOO, IOWA

CONTRACT NO. 1160

This contract made and entered into this _____ day of _____, 20__, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and **JQ CONSTRUCTION, LLC**, of, **Waterloo**, **Iowa**, (hereinafter referred to as Contractor), WITNESSETH:

PAR. 1 Contractor agrees to build and construct the **1600 BLK BERTCH AVENUE SANITARY SEWER REPAIR, CONTRACT NO. 1160**, and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanshiplike manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.

PAR. 2 It is understood and agreed that the resolution adopted by the City Council ordering the construction of the improvement, the Notice to Contractors as published, the Instruction to Bidders, the Form of Proposal, the Construction and Maintenance Bonds, the Council Proceedings relating to this matter, and the Plans and Specifications shall all be considered as forming a part of the contract the same as though they were each set out in said contract.

PAR. 3 The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of this contract, and of the plans and specifications made a part hereof by reference, and to the satisfaction and approval of the City and its engineer.

PAR. 4 The Contractor agrees to perform said work and install said improvements on the terms set out in bid or proposal to the City which has been accepted by the City and which is by reference made a part of this contract.

PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed" and complete it on or before **MAY 15, 2026**, unless an extension of time is granted in writing by the Council of the City.

PAR. 6 Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of this contract, or the plans and specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said contractor and deduct any and all such sums from any amount then due the Contractor.

PAR. 7 The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient

barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.

PAR. 8 The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work herein contracted for, that it will defend said suit and save the City harmless therein, and in case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.

PAR. 9 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.

PAR. 10 Any material, which has been rejected by the construction reviewer, shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the City Engineer.

PAR. 11 The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.

PAR. 12 The Contractor agrees to pay punctually all just claims of labor, material, men, or subcontractors who shall perform labor or furnish materials entering into this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor, material, or men under this contract.

PAR. 13 The Contractor agrees to furnish the City, simultaneously with this contract, a bond on a form to be provided by the City in the amount provided by law as stated in the Notice to Bidders, which shall be for the benefit of the City, and any and all persons injured by the breach of any of the terms of this contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council, and is by reference made a part of this contract.

PAR. 14 The Contractor agrees that should it abandon work under this contract or cease the prosecution thereof for a period of thirty (30) consecutive days without reasonable cause, and should it fail to proceed with said work within ten (10) days after a notice to continue or carry it on has been mailed to it at the address given herein by the City, or after such notice has been served on it, then the City may proceed to complete said work, using any material, tools, or machinery found along said line of work, doing the work either by contract or as it may elect, and the Contractor and the sureties on its bond shall be liable to the City for the costs and expenses so paid out. Said costs shall be retained by the City from any compensation due, or to become due the Contractor, and may be recovered by the City in an action upon Contractor's bond.

PAR. 15 In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Contractors, the amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City.

PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is **$23,654.00**.

PAR. 17 After the completion of said work, the Contractor agrees to remove all debris and clean up said streets, and to save the City harmless from any damage allegedly resulting from a failure to clean up and remove the debris or put the street back in a proper condition for travel.

PAR. 18 This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.

PAR. 19 Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.

PAR. 20 The Contractor shall maintain all work done hereunder in good order for the period of two (2) years from and after the date it is accepted by the Council of the City of Waterloo, Iowa. Said maintenance shall be made without expense to the City or the abutting property. In the event of the failure or default of the Contractor to remedy any or all defects appearing in said work within a period of two (2) years from the date of its acceptance by said Council, and after having been given ten (10) days notice so to do by registered letter deposited in the United States Post Office in said town, addressed to said contractor at the address herein given, then the City may proceed to remedy such defects. The costs and expenses thereof to be recovered from the Contractor and the sureties on its maintenance bond by an action brought in any court of competent jurisdiction.

PAR. 21 The Contractor shall give notice to said City by registered letter directed to the Mayor or City Clerk/Auditor thereof not more than four (4) and not less than three (3) months prior to the expiration of the term during which the Contractor is required to maintain said improvements, in good repair by the terms of its Contract. The liability of the Contractor and of the sureties on its bond for maintenance of the said improvements shall continue until three (3) months after such notice has been given to the City, and, in any event, until two (2) years after the acceptance of the work.

CITY OF WATERLOO, IOWA

_____

Mayor

_____

City Clerk

_____

Contractor

BY: Justin Quint

Title: Owner

Approved by the City Council of the City of Waterloo, Iowa, this _____ day of _____, 20___.

ATTEST: _____, City Clerk
Waterloo, Iowa

Bond No. 486522F

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, JQ Construction, L.L.C. of Waterloo, IA (the "Principal"), and Westfield Insurance Company of Westfield Center, OH (the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa (the "Obligee"), in the penal sum of Twenty-three Thousand Six Hundred Fifty-four & 00/100 Dollars ($23,654.00), lawful money of the United States, for the payment of said sum in connection with a contract (the "Contract") dated on or about _____ for the purpose of 1600 Blk Bertch Avenue Sanitary Sewer Repair Contract No. 1160, Waterloo, IA. The Contract is incorporated herein by reference as though fully set forth herein.

Whenever the Principal shall be and is declared by the Obligee to be in default under the Contract, with the Obligee having performed its obligations in the Contract, then the Surety, acknowledging that time is of the essence, may promptly remedy the default, or shall promptly undertake to:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain one or more bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Contract, the Obligee's legal and design professional costs resulting directly from the Principal's default, and liquidated damages or actual damages if no liquidated damages are specified in the Contract. The term "balance of the Contract price" means the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
3. Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable.

In the event this bond is enforced, Principal and Surety agree to indemnify Obligee and hold Obligee harmless from and against any and all costs of enforcement, including but not limited to reasonable attorneys' fees and expenses.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent to each and all of the following matters, without notice:

1. To any extension of time to the Contract in which to perform the Contract.

2. To any change in the plans, specifications, or Contract when such change does not involve an increase of more than twenty percent (20%) of the total Contract price, and shall then be released only as to such excess increase.

3. That no provision of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defect in workmanship or material not discovered or known to the Obligee at the time such work was accepted.

If the Principal performs the Contract, then this bond shall be null and void; otherwise it shall remain in full force and effect. In no event shall the Surety's total obligation exceed the penal amount of this bond.

Terms used herein shall include, as appropriate, the singular or plural number, or the masculine, feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned Principal and Surety have executed this Performance Bond as of _____.

PRINCIPAL

JQ Construction, L.L.C.

Name

By: _____

Title: Owner

SURETY

Westfield Insurance Company

Name

By: _____

Sara Huston, Attorney-in-Fact

Title: _____

WESTFIELD INSURANCE COMPANY SEAL

[attach Power of Attorney]

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. 486522F

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

JQ Construction, L.L.C.

(Name of Contractor)

4912 S Raymond Rd., Waterloo, IA 50701

(Address of Contractor)

a **Limited Liability Company**, hereinafter called Principal, and,

(Corporation, Partnership or Individual)

Westfield Insurance Company

(Name of Surety)

P. O. Box 5001 Westfield Center, OH 44251

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto **City of Waterloo, Iowa**

(Name of Owner)

715 Mulberry Street, Waterloo, IA 50703

(Address of Owner)

hereinafter called OWNER, in the penal sum of **Twenty-three Thousand Six Hundred Fifty-four & 00/100 ----------** ---------- Dollars,($ **23,654.00**) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____20___, a copy of which is hereto attached and made a part hereof for the construction of:

1600 Blk Bertch Avenue Sanitary Sewer Repair; Contract No. 1160, Waterloo, IA

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in **three (3)** (number) counterparts, each one of which, shall be deemed an original, this the _____ day of _____ 20___.

ATTEST:

JQ Construction, L.L.C.
(Principal)

_____
(Principal) Secretary

(SEAL)

By: _____(s)

4912 S Raymond Rd.
(Address)

Waterloo, IA 50701

_____
Witness as to Principal

_____
(Address)

_____

Westfield Insurance Company
Surety

ATTEST:

By: _____
Sara Huston, Attorney-in-Fact

Holmes, Murphy and Associates LLC
(Address)

2727 Grand Prairie Parkway, Waukee, IA 50263

Witness as to Surety **Kate Zanders**
Holmes, Murphy and Associates LLC
(Address)
2727 Grand Prairie Parkway, Waukee, IA 50263

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/16/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **1429262 16**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, SETH ROOKER, SARA HUSTON, KATE ZANDERS, JOHN CORD, GRACE RASMUSSEN, JAMIE GIFFORD, GRACE DICKINSON, ZACHARY FULLER, JOINTLY OR SEVERALLY

of **WAUKEE** and State of **IA** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **16th** day of **APRIL** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **16th** day of **APRIL** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D., .

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (05-24)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Accel Group LLC 301 Oak Ridge Circle Waverly IA 50677	CONTACT NAME: PHONE (A/C, No, Ext): 319-365-8611 FAX (A/C, No): 319-365-6919 E-MAIL ADDRESS: cwebb@acceladvantage.com
INSURED JQCONST-01 JQ Construction LLC 4912 S Raymond Rd Waterloo IA 50702	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Employers Mutual Casualty Co — 21415 INSURER B : Encova Mutual Insurance Group — 14621 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1496015210 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		BBB3987	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		6E62965	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			6J62965	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP7008003	3/1/2026	3/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is Additional Insured on the above General Liability policy per attached endorsement (CG7759).
Certificate Holder is Additional Insured on the above Auto Liability policy per (CA7450) attached.
Waiver of Subrogation applies with respect to General Liability per (form CG7759), Auto Liability (form CA7450) and Workers Compensation (form WC000313)

RE: 1600 Blk Bertch Avenue Sanitary Sewer Repair

CERTIFICATE HOLDER

City of Waterloo
715 Mulberry St
Waterloo IA 50703

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
City Clerk Department

MEETING DATE
May 18, 2026

AGENDA ITEM TITLE
Resolution authorizing the Mayor's appointment of Noel Anderson and Aric Schroeder as designated voting alternate, to the Black Hawk County Metropolitan Area Transportation Policy Board for a term of one year.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
City Clerk Department

MEETING DATE
May 18, 2026

AGENDA ITEM TITLE
Resolution approving Experience Waterloo Board recommendation for funding FY2027 Quarters 1 and 2 Hotel-Motel Tax Grants.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. Event Hotel-Motel Tax Grants FY27 Q1Q2
2. Council Cover Sheet Grants FY27 Q1.Q2
3. FY27 Q1&Q2 Hotel-Motel Tax Grant Applications

51st Division 1 Show Ski National Championship

Nate Clayberg | Waterhawks Ski Team
Event grant

Dates: August 07 – 09, 2026

Location: 100 Waterhawk Road, Evansdale, IA 50707

Request: $20,000

Summary: The National Championship, August 7–9 at Eagle Lake, is a nationally sanctioned event by USA Water Ski, bringing together top show ski teams for three days of skillful performances that showcase team coordination.

Experience Waterloo Board Recommendations: $15,000

Attendance: 7,500

Projected room nights: 550

Room night impact: the event aims to regularly host the national championship, attract out-of-region visitors, and boost the Cedar Valley economy, including Waterloo businesses and hotels. Success metrics include attendance, visiting teams, hotel room nights, visitor spending, and regional/national exposure, tracked via ticket sales, registrations, and spectator estimates.

Projected economic impact: $894,777

ROI (Economic impact based on requested funds): A $15,000 award would return $59.65 per dollar invested.

Notes regarding funds: grant monies will go to pay for official fees, bleachers, tent, sound system and porta-potty rentals, garbage fees

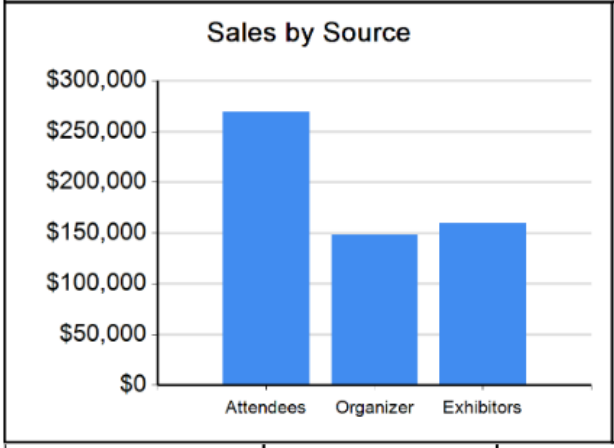
Application quality (was it clear, complete, well thought-out): This application was clearly thought out and easy to follow.

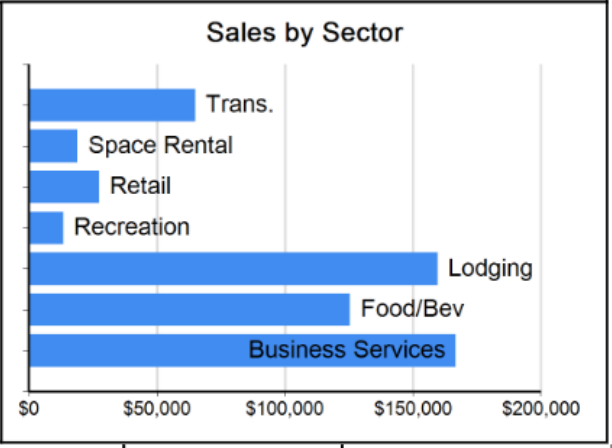
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	2026 - Waterhawks show ski national championship	Business Sales (Direct):	$576,818
Organization:	Waterhawks Ski Team	Business Sales (Total):	$894,777
Event Type:	Convention	Jobs Supported (Direct):	253
Start Date:	8/7/2026	Jobs Supported (Total):	321
End Date:	8/9/2026	Local Taxes (Total):	$13,304
Overnight Attendees:	550	Net Direct Tax ROI:	$12,268
Day Attendees:	7500	Estimated Room Demand:	1,101

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$126,599	$33,007	$0	$159,606
Transportation	$29,040	$11,002	$25,012	$65,054
Food & Beverage	$72,754	$0	$52,608	$125,362
Retail	$27,586	$0	$0	$27,586
Recreation	$13,396	$0	$0	$13,396
Space Rental	$0	$4,500	$14,507	$19,007
Business Services	$0	$99,441	$67,365	$166,806
TOTAL	$269,375	$147,951	$159,492	$576,818

Battle of Waterloo Wrestling Tournament 2026

Dan Huff | Waterloo Schools
Event grant

Dates: December 17 - 20, 2026

Location: Young Arena and Dan Gable Museum

Request: $17,000

Summary: The 2026 Battle of Waterloo will be the 16th Annual Event. The BOW is known as the best boys and girls dual meet wrestling tournament in the state of Iowa. The tournament attracts the top boys' and girls' teams from all Classes.

Experience Waterloo Board Recommendations: $17,000

Attendance: 6,000

Projected room nights: 155

Room night impact: our goal is to host the most competitive dual meet wrestling tournament in the state of Iowa. We also want to increase the number of spectators who attend the event and take in all that Waterloo offers.

Projected economic impact: $950,480

ROI (Economic impact based on requested funds): A $17,000 award would return $55.91 per dollar invested.

Notes regarding funds: grant monies will go to pay for the cost of Young Arena and other expenses such as officials and trainers

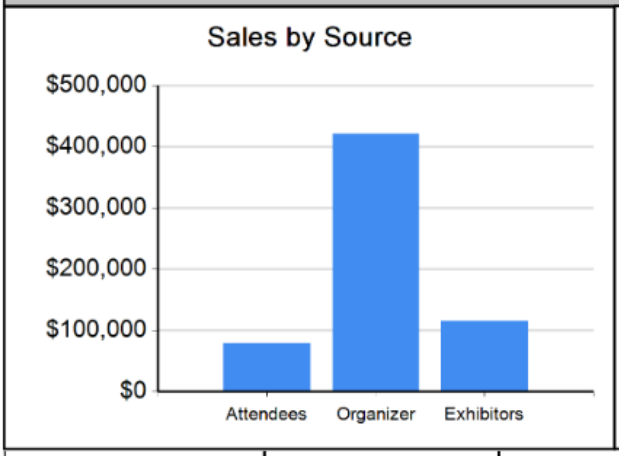
Application quality (was it clear, complete, well thought-out): This application was clearly thought out and easy to follow.

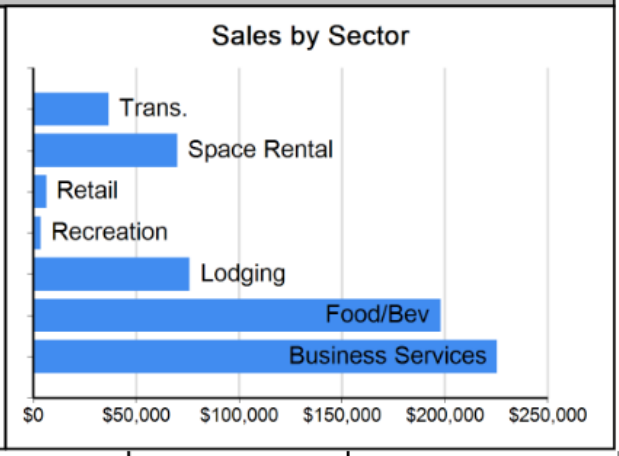
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	The Battle of Waterloo Wrestling Tournament 26'	Business Sales (Direct):	$615,864
Organization:	The National Wrestling Hall of Fame Dan Gable Museum Battle of Waterloo	Business Sales (Total):	$950,480
Event Type:	Convention	Jobs Supported (Direct):	187
Start Date:	12/16/2026	Jobs Supported (Total):	246
End Date:	12/19/2026	Local Taxes (Total):	$5,988
Overnight Attendees:	155	Net Direct Tax ROI:	$4,896
Day Attendees:	6000	Estimated Room Demand:	384

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$42,203	$33,650	$0	$75,853
Transportation	$7,359	$11,217	$18,096	$36,671
Food & Beverage	$19,418	$140,513	$38,062	$197,993
Retail	$6,282	$0	$0	$6,282
Recreation	$3,626	$0	$0	$3,626
Space Rental	$0	$59,483	$10,496	$69,979
Business Services	$0	$176,722	$48,738	$225,460
TOTAL	$78,888	$421,584	$115,392	$615,864

Con-Quest

Christopher Schmitz | Con-Quest Events
Event grant

Dates: July 17 – 19, 2026

Location: Waterloo Convention Center

Request: $20,000

Summary: This comic convention event is a pop culture celebration designed to attract fans of comics, gaming, cosplay, anime, tabletop games, and related media (including television and film) from across the region and beyond.

Experience Waterloo Board Recommendations: $10,000

Attendance: 4,500

Projected room nights: 150

Room night impact: Comic conventions consistently attract attendees who travel from outside the host community to attend special guest appearances, vendor halls, panels, tournaments, and interactive activities. These events bring fans who are invested in popular culture and often travel specifically for the convention experience. Studies of similar conventions show they can attract thousands of visitors and generate significant economic activity for host cities.

Projected economic impact: $727,266

ROI (Economic impact based on requested funds): A $10,000 award would return $72.73 per dollar invested.

Notes regarding funds: grant monies will go to pay travel expenses for our celebrity guests and for advertising.

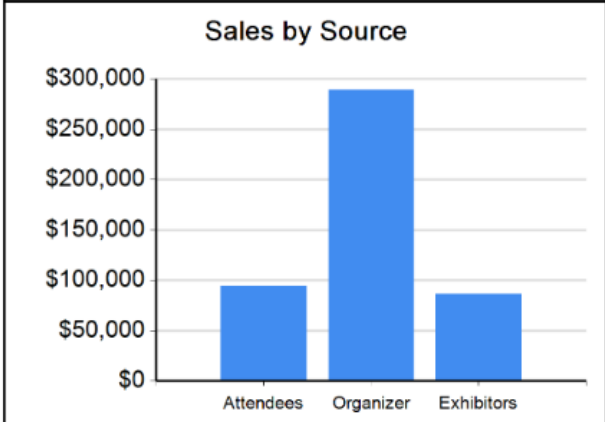
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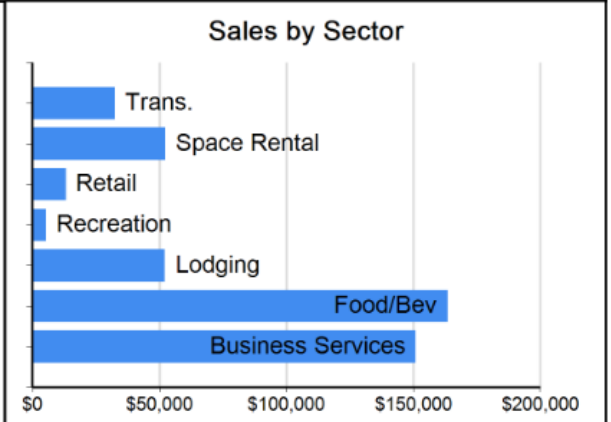
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	Con-Quest 26'	Business Sales (Direct):	$469,900
Organization:	Con-Quest	Business Sales (Total):	$727,266
Event Type:	Convention	Jobs Supported (Direct):	239
Start Date:	7/17/2026	Jobs Supported (Total):	306
End Date:	7/19/2026	Local Taxes (Total):	$4,909
Overnight Attendees:	150	Net Direct Tax ROI:	$4,071
Day Attendees:	4500	Estimated Room Demand:	300

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$33,026	$19,066	$0	$52,092
Transportation	$12,622	$6,355	$13,531	$32,509
Food & Beverage	$29,952	$105,066	$28,460	$163,479
Retail	$13,196	$0	$0	$13,196
Recreation	$5,429	$0	$0	$5,429
Space Rental	$0	$44,478	$7,848	$52,326
Business Services	$0	$114,426	$36,443	$150,869
TOTAL	$94,226	$289,391	$86,282	$469,900

Ebonite Fall Classic Bowling Tournament

Joe Engelkes | Greater Cedar Valley USBC Bowling Association & GIBA
Event grant

Dates: September 11, 2026 – September 13, 2026

Location: Maple Lanes

Request: $6,000

Summary: The Ebonite Fall Classic is a high-level scratch bowling tournament that attracts the top bowlers from across the Midwest and beyond to Waterloo each September.

Experience Waterloo Board Recommendations: $6,000

Attendance: 432

Projected room nights: 336

Room night impact: we have continued to find new and improved ways to livestream our events. Insidebowling.com is widely regarded as the number one livestream provider for bowling events in the country and they utilize multiple platforms to widen their reach to a larger audience. This has helped us attract bowlers from a much larger area.

Projected economic impact: $360,032

ROI (Economic impact based on requested funds): A $6,000 award would return $60.01 per dollar invested.

Notes regarding funds: the grant funds are used to supplement prize funds, which is what attracts bowlers from further away to make the trip to Waterloo for the weekend.

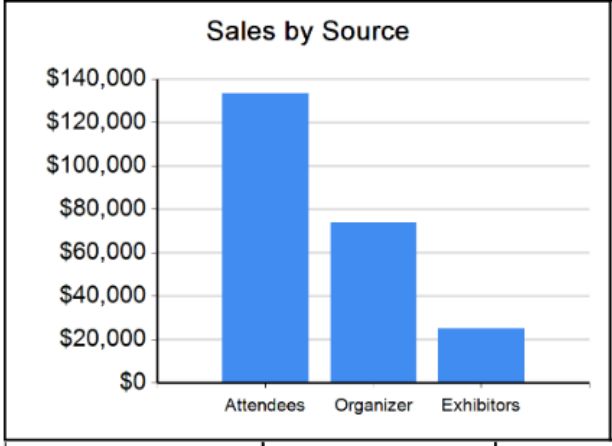
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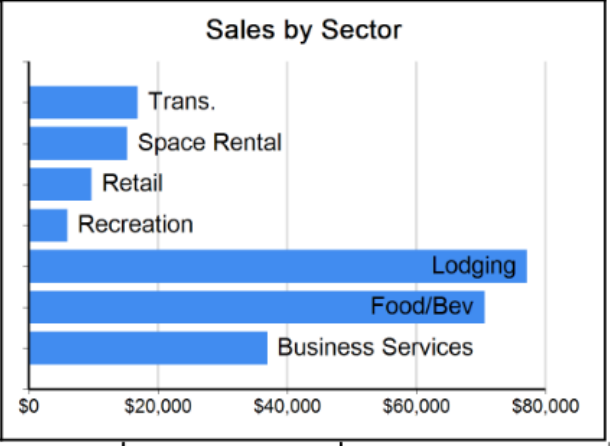
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	GIBA Ebonite 2026 Fall Classic Bowling Tournament	Business Sales (Direct):	$232,408
Organization:	Greater Cedar Valley USBC Bowling Association	Business Sales (Total):	$360,032
Event Type:	Convention	Jobs Supported (Direct):	121
Start Date:	9/11/2026	Jobs Supported (Total):	148
End Date:	9/13/2026	Local Taxes (Total):	$7,169
Overnight Attendees:	336	Net Direct Tax ROI:	$6,754
Day Attendees:	432	Estimated Room Demand:	673

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$73,978	$3,149	$0	$77,127
Transportation	$11,844	$1,050	$3,936	$16,830
Food & Beverage	$31,769	$30,565	$8,279	$70,613
Retail	$9,739	$0	$0	$9,739
Recreation	$5,957	$0	$0	$5,957
Space Rental	$0	$12,939	$2,283	$15,222
Business Services	$0	$26,318	$10,602	$36,920
TOTAL	$133,287	$74,021	$25,100	$232,408

iBosnaFest 2026

Zulfeta Rizvic | Iowa Bosnian Cultural Foundation
Event grant

Dates: September 25-26, 2026

Location: Waterloo Center for the Arts / Convention Center, Waterloo, IA

Request: $10,000

Summary: On September 26, 2026, the Iowa Bosnian Cultural Foundation, in collaboration with the Waterloo Center for the Arts, will organize the second annual Bosnian Festival, iBosnaFest- a wonderful opportunity to showcase our culture and heritage.

Experience Waterloo Board Recommendations: $5,000

Attendance: 3,300

Projected room nights: 70

Room night impact: With early preparations, we will focus on attracting more visitors from outside Black Hawk County. Adding more vendors, including food, crafts, and arts, and an evening Folklore Festiva, transforms the iBosnaFest into a full-day event.

Projected economic impact: $450,287

ROI (Economic impact based on requested funds): A $5,000 award would return $90.04 per dollar invested.

Notes regarding funds: grant monies will be used to rent the facilities, to print advertisements, and to purchase customs.

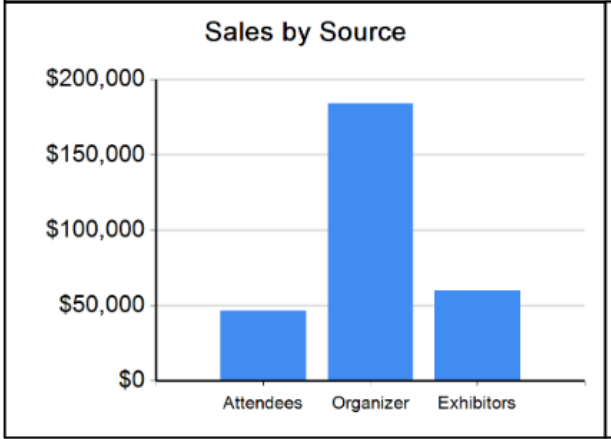
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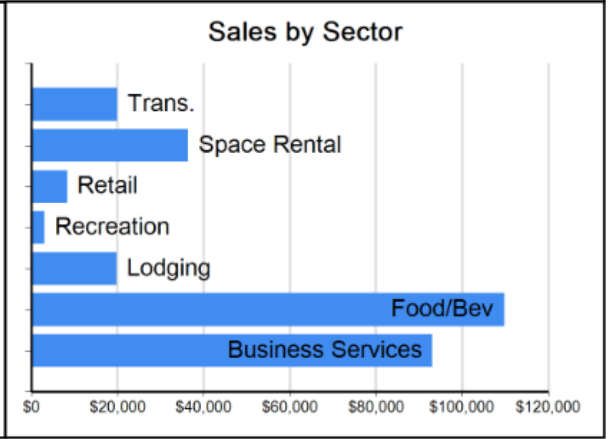
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	2026 iBosnaFest	Business Sales (Direct):	$290,388
Organization:	Iowa Bosnian Cultural Foundation	Business Sales (Total):	$450,287
Event Type:	Convention	Jobs Supported (Direct):	191
Start Date:	9/25/2026	Jobs Supported (Total):	244
End Date:	9/26/2026	Local Taxes (Total):	$2,250
Overnight Attendees:	70	Net Direct Tax ROI:	$1,729
Day Attendees:	3300	Estimated Room Demand:	96

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$10,543	$9,212	$0	$19,755
Transportation	$7,484	$3,071	$9,403	$19,958
Food & Beverage	$16,989	$73,016	$19,778	$109,783
Retail	$8,380	$0	$0	$8,380
Recreation	$3,038	$0	$0	$3,038
Space Rental	$0	$30,910	$5,454	$36,364
Business Services	$0	$67,783	$25,326	$93,109
TOTAL	$46,434	$183,992	$59,962	$290,388

IOMA Fall Classic / Tradeshow 2026

Ira Miller | Iowa Operators of Music and Amusements (IOMA)
Event grant

Dates: October 07, 2026 – October 11, 2026

Location: Waterloo Convention Center

Request: $15,000

Summary: IOMA Fall Classic / Tradeshow is an annual pool and darts tournament.

Experience Waterloo Board Recommendations: $15,000

Attendance: 2,875

Projected room nights: 400

Room night impact: IOMA has been offering this simi new event for the past 3 years, it is an event that draws the route operators and manufacturers to waterloo. These bodies come from across Iowa and then also from the country. The other part is a 2nd pool tournament that has been growing at about 15-20% each year.

Projected economic impact: $ 996,128

ROI (Economic impact based on requested funds): A $15,000 award would return $66.41 per dollar invested.

Notes regarding funds: dollars will be used to offset cost of building and equipment rental necessary for the event.

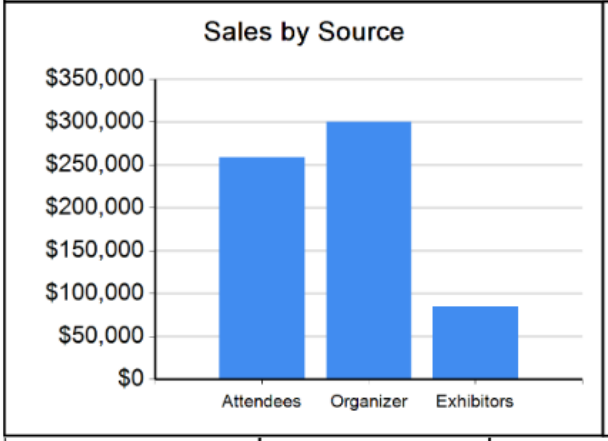
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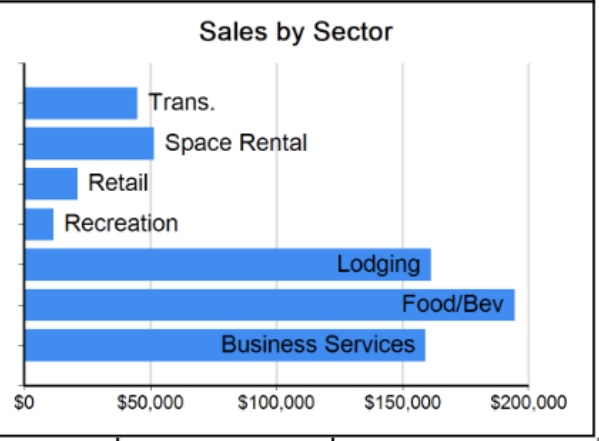
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	Fall Classic Pool tournament / IOMA Fall Expo 26	Business Sales (Direct):	$644,280
Organization:	IOMA	Business Sales (Total):	$996,128
Event Type:	Convention	Jobs Supported (Direct):	179
Start Date:	10/7/2026	Jobs Supported (Total):	225
End Date:	10/11/2026	Local Taxes (Total):	$14,339
Overnight Attendees:	400	Net Direct Tax ROI:	$13,193
Day Attendees:	2875	Estimated Room Demand:	1,167

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$138,929	$22,381	$0	$161,310
Transportation	$24,180	$7,460	$13,326	$44,966
Food & Beverage	$62,929	$103,475	$28,029	$194,433
Retail	$21,272	$0	$0	$21,272
Recreation	$11,708	$0	$0	$11,708
Space Rental	$0	$43,804	$7,729	$51,533
Business Services	$0	$123,166	$35,891	$159,058
TOTAL	$259,019	$300,286	$84,975	$644,280

2026 Iowa Irish Fest

Kate Schildroth | Cedar Valley Irish Cultural Association
Event grant

Dates: July 31, 2026 – August 02,2026

Location: Downtown Waterloo, IA

Request: $20,000

Summary: The Iowa Irish Fest was created to share and celebrate all things Irish in downtown Waterloo. Bringing international bands and acts, educational workshops, food, drinks, fun and activities for everyone. The event will run from 7-31 to 8-2.

Experience Waterloo Board Recommendations: $15,000

Attendance: 11,000

Projected room nights: 1,000

Room night impact: the Iowa Irish Fest has become a tradition in Waterloo. Its multi-day format, supported by marketing through different platforms, helps attract visitors and encourages overnight stays.

Projected economic impact: $2,349,338

ROI (Economic impact based on requested funds): A $20,000 award would return $156.62 per dollar invested.

Notes regarding funds: grant monies will go to pay for Marketing and media placement with Impact Marketing Agency.

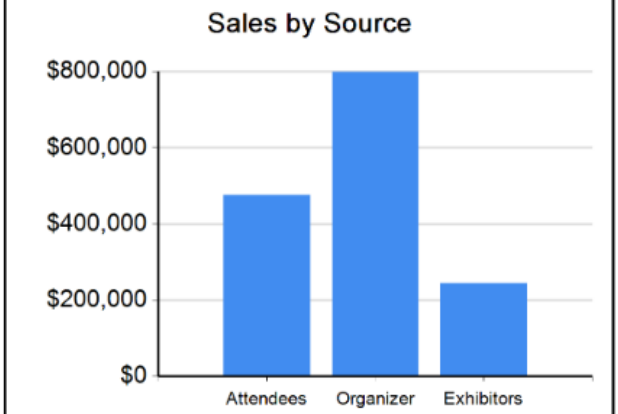
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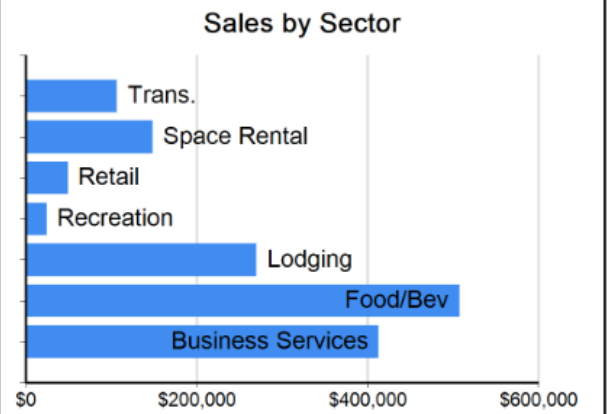
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	Iowa Irish Fest 26'	Business Sales (Direct):	$1,517,497
Organization:	Cedar Valley Irish Cultural Association	Business Sales (Total):	$2,349,338
Event Type:	Convention	Jobs Supported (Direct):	777
Start Date:	7/31/2026	Jobs Supported (Total):	981
End Date:	8/2/2026	Local Taxes (Total):	$25,191
Overnight Attendees:	1000	Net Direct Tax ROI:	$22,481
Day Attendees:	11000	Estimated Room Demand:	2,002

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$220,172	$49,203	$0	$269,376
Transportation	$51,793	$16,401	$38,269	$106,464
Food & Beverage	$130,117	$297,158	$80,493	$507,768
Retail	$48,943	$0	$0	$48,943
Recreation	$23,976	$0	$0	$23,976
Space Rental	$0	$125,795	$22,196	$147,991
Business Services	$0	$309,906	$103,072	$412,978
TOTAL	$475,002	$798,464	$244,031	$1,517,497

Iowa State Police Association (ISPA) Annual Conference

Jordan Ehlers | Waterloo Police Protective Association (WPPA)
Event grant

Dates: October 12, 2026 – October 14, 2026

Location: 250 Westfield Avenue Waterloo, Iowa (Marriot)

Request: $5,000

Summary: The Iowa State Police Association Annual Conference is a statewide professional development event that brings together law enforcement officers, public safety leaders, and criminal justice professionals from across Iowa. This is a 3-day event.

Experience Waterloo Board Recommendations: $5,000

Attendance: 825

Projected room nights: 750

Room night impact: last year's attendance was 244. The WPPA will be hosting the 94th annual ISPA conference in Waterloo, Iowa in October of 2026. ISPA is the largest police association in the State of Iowa. The WPPA will partner with ISPA to reach its members. Conference details and registration information will be shared with members through email, mailers, social media posts, and banners. We are also adding new engagement opportunities, including an upgraded golf tournament at Sunnyside Country Club, a bags (cornhole) tournament, and a food truck night to expand networking, participation, and experience.

Projected economic impact: $633,609

ROI (Economic impact based on requested funds): A $6,000 award would return $126.72 per dollar invested.

Notes regarding funds: grant funds will be utilized for speakers.

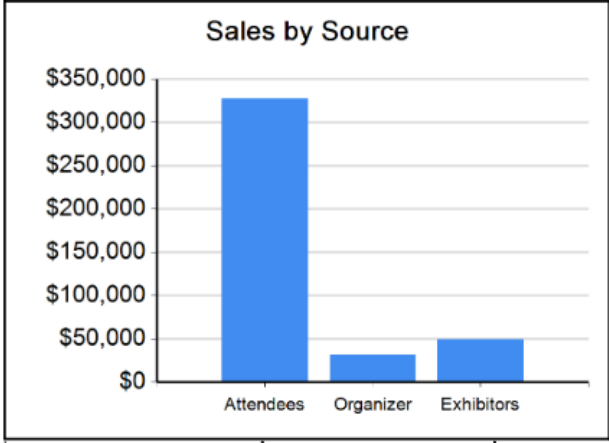
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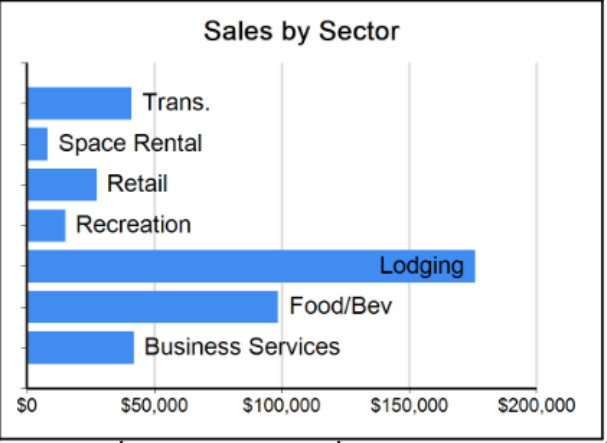
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	Iowa State Police Officer Assoc. Confere - 2026	Business Sales (Direct):	$408,310
Organization:	Waterloo Police Association	Business Sales (Total):	$633,609
Event Type:	Convention	Jobs Supported (Direct):	200
Start Date:	10/12/2026	Jobs Supported (Total):	239
End Date:	10/14/2026	Local Taxes (Total):	$16,343
Overnight Attendees:	750	Net Direct Tax ROI:	$15,610
Day Attendees:	825	Estimated Room Demand:	1,501

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$172,635	$3,229	$0	$175,864
Transportation	$31,188	$2,153	$7,805	$41,145
Food & Beverage	$81,125	$0	$17,400	$98,526
Retail	$27,470	$0	$0	$27,470
Recreation	$15,091	$0	$0	$15,091
Space Rental	$0	$4,500	$3,656	$8,156
Business Services	$0	$21,438	$20,620	$42,058
TOTAL	$327,509	$31,320	$49,481	$408,310

PrideFest 2026

Nick Hedrick | Cedar Valley Pridefest, Inc
Event grant

Dates: August 28 - 29, 2026

Location: Jefferson and West 4th Streets, Waterloo, IA

Request: $10,000

Summary: Cedar Valley Pridefest is a volunteer-run festival event highlighting the diverse gay, lesbian, bi-sexual and transgender community.

Experience Waterloo Board Recommendations: $10,000

Attendance: 11,000

Projected room nights: 500

Room night impact: Cedar Valley Pridefest continues to evolve by expanding engagement and accessibility. This year, we are increasing vendors, adding LGBTQ+ art installations, introducing a cooling and relaxation area, expanding the youth zone, and enhancing speakers.

Projected economic impact: $1,678,113

ROI (Economic impact based on requested funds): A $10,000 award would return $167.81 per dollar invested.

Notes regarding funds: grant monies will go to marketing effort and entertainment costs for our event.

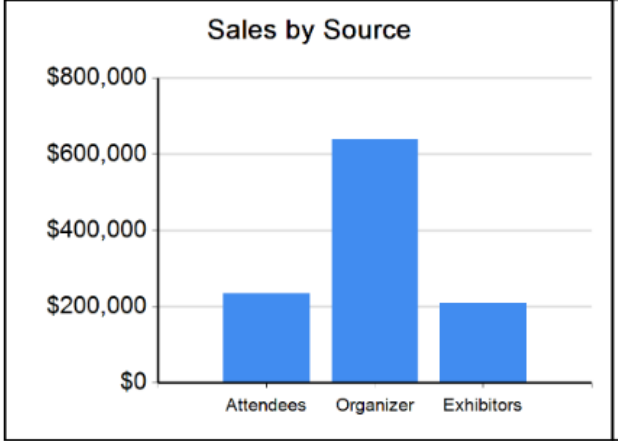
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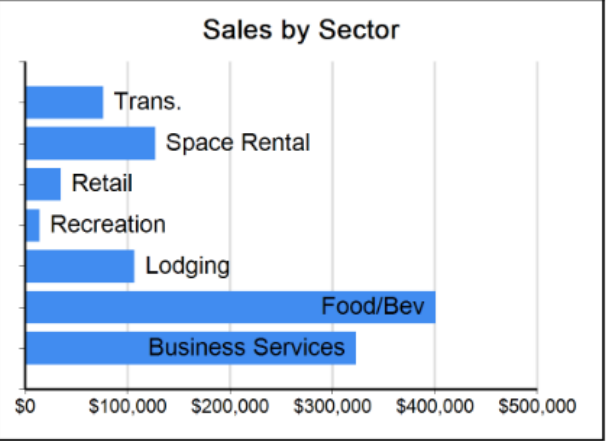
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	Cedar Valley Pridefest 2026	Business Sales (Direct):	$1,082,156
Organization:	Cedar Valley Pridefest, Inc.	Business Sales (Total):	$1,678,113
Event Type:	Convention	Jobs Supported (Direct):	711
Start Date:	8/28/2026	Jobs Supported (Total):	902
End Date:	8/29/2026	Local Taxes (Total):	$11,403
Overnight Attendees:	500	Net Direct Tax ROI:	$9,462
Day Attendees:	11000	Estimated Room Demand:	685

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$75,309	$31,436	$0	$106,745
Transportation	$32,851	$10,479	$32,802	$76,132
Food & Beverage	$77,046	$254,707	$68,994	$400,748
Retail	$34,999	$0	$0	$34,999
Recreation	$13,917	$0	$0	$13,917
Space Rental	$0	$107,824	$19,025	$126,849
Business Services	$0	$234,419	$88,348	$322,766
TOTAL	$234,123	$638,864	$209,170	$1,082,156

2026 Farm and Food Conference

Chelsea Lynn | Iowa State University Extension and Outreach
Mini grant

Dates: June 11,2026 – June 12, 2026

Location: Waterloo Center for the Arts

Request: $3,000

Summary: This biennial event engages, supports, and inspires professionals across all sectors of the food system. The conference supports community, statewide, and national visioning on creative, systems ways of achieving a resilient food system for all.

Experience Waterloo Board Recommendations: $3,000

Attendance: 200.

Projected room nights: 120

Room night impact: compared to last year, this event continues to grow, with increasing attendance and a higher demand for hotel rooms. The necessary room reservations have been secured.

Projected economic impact: $104,350

ROI (Economic impact based on requested funds): A $3,000 award would return $34.78 per dollar invested.

Notes regarding funds: Grant funding will be used to support attendee transportation between site visits and live music at community dinner.

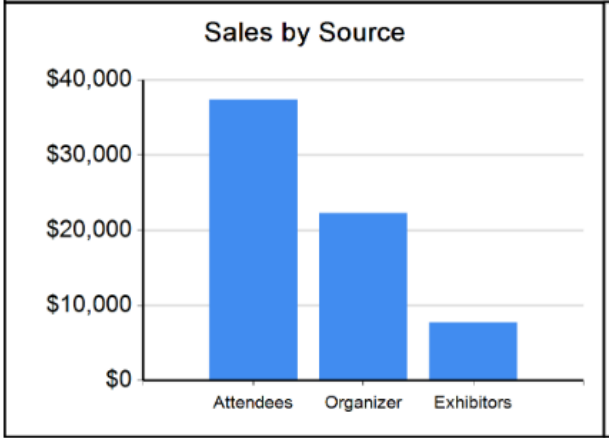
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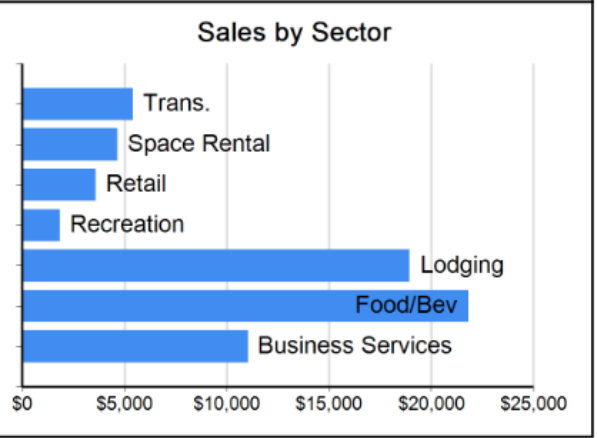
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	2026 Farm and Food Conference	Business Sales (Direct):	$67,273
Organization:	Iowa State University Extension and Outreach	Business Sales (Total):	$104,350
Event Type:	Convention	Jobs Supported (Direct):	44
Start Date:	6/11/2026	Jobs Supported (Total):	54
End Date:	6/12/2026	Local Taxes (Total):	$1,832
Overnight Attendees:	120	Net Direct Tax ROI:	$1,711
Day Attendees:	200	Estimated Room Demand:	164

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$18,074	$875	$0	$18,949
Transportation	$3,906	$292	$1,203	$5,400
Food & Beverage	$9,938	$9,339	$2,530	$21,807
Retail	$3,601	$0	$0	$3,601
Recreation	$1,838	$0	$0	$1,838
Space Rental	$0	$3,954	$698	$4,652
Business Services	$0	$7,788	$3,239	$11,027
TOTAL	$37,357	$22,247	$7,670	$67,273

Feelin' Sour 2026

Whitney Daniels | SingleSpeed Brewery
Mini grant

Dates: July 11,2026

Location: Riverloop Expo Plaza

Request: $2,000

Summary: A vibrant celebration of sour beers, ciders, and refreshing seasonal craft beverages. This annual event brings together breweries and cideries from all across Iowa.

Experience Waterloo Board Recommendations: $2,000

Attendance: 600

Projected room nights: 50

Room night impact: The event is designed to draw a diverse audience through a curated selection of breweries and cideries, expanded entertainment programming, and targeted regional marketing efforts. By enhancing the overall experience and increasing awareness beyond the local market. They are offering free hotel nights.

Projected economic impact: $70,813

ROI (Economic impact based on requested funds): A $2,000 award would return $35.41 per dollar invested.

Notes regarding funds: grant monies will go to pay for marketing and entertainment.

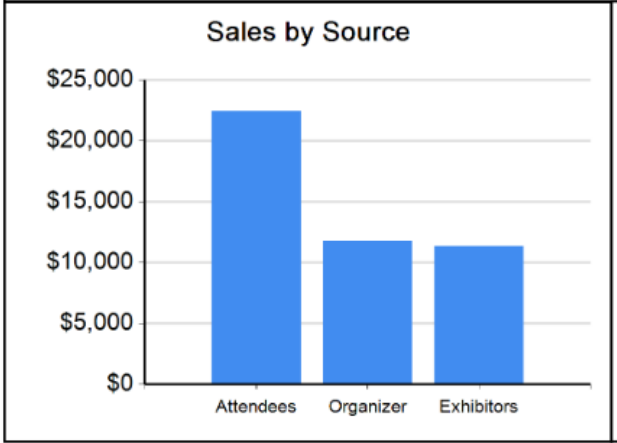
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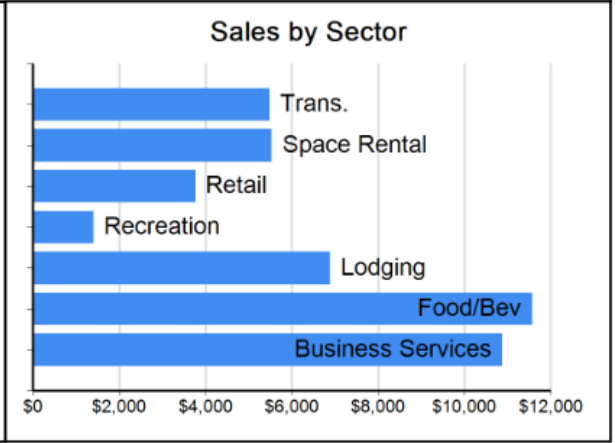
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	2026 - Feelin' Sour	Business Sales (Direct):	$45,516
Organization:	SingleSpeed Brewery	Business Sales (Total):	$70,813
Event Type:	Convention	Jobs Supported (Direct):	35
Start Date:	7/11/2026	Jobs Supported (Total):	43
End Date:	7/11/2026	Local Taxes (Total):	$780
Overnight Attendees:	50	Net Direct Tax ROI:	$698
Day Attendees:	600	Estimated Room Demand:	52

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$5,997	$888	$0	$6,886
Transportation	$3,416	$296	$1,777	$5,489
Food & Beverage	$7,833	$0	$3,737	$11,570
Retail	$3,768	$0	$0	$3,768
Recreation	$1,405	$0	$0	$1,405
Space Rental	$0	$4,500	$1,031	$5,531
Business Services	$0	$6,082	$4,785	$10,868
TOTAL	$22,419	$11,767	$11,330	$45,516

Iowa Oktoberfest 2026

Kirstie Seda | Four East Dining, LLC
Mini grant

Dates: September 25 – 26, 2026

Location: Anton's Garden

Request: $3,000

Summary: Iowa Oktoberfest in Waterloo is a free, annual fall festival that celebrates German heritage with a lively, community-centered atmosphere in the city's downtown district.

Experience Waterloo Board Recommendations: $3,000

Attendance: 4,500

Projected room nights: 40

Room night impact: This event happens every year and has continued to grow in terms of the number of attendees and the need for hotel rooms.

Projected economic impact: $300,962

ROI (Economic impact based on requested funds): A $3,000 award would return $100.32 per dollar invested.

Notes regarding funds: Grant funds will be used for entertainment.

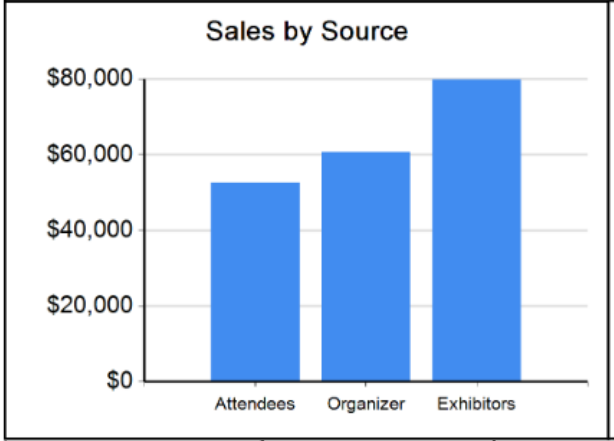
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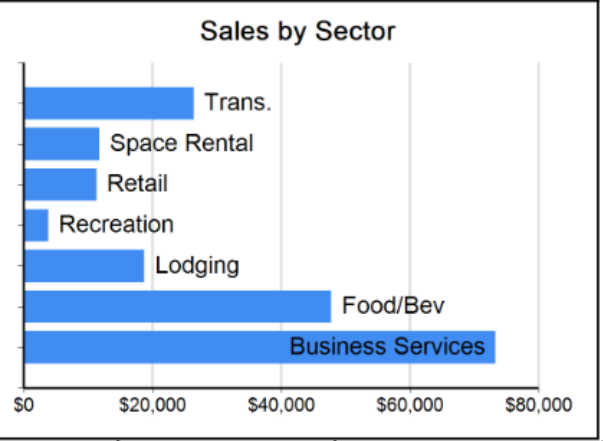
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	'26 Iowa Oktoberfest	Business Sales (Direct):	$193,017
Organization:	Four East Dining, LLC	Business Sales (Total):	$300,962
Event Type:	Convention	Jobs Supported (Direct):	104
Start Date:	9/25/2026	Jobs Supported (Total):	134
End Date:	9/26/2026	Local Taxes (Total):	$1,626
Overnight Attendees:	40	Net Direct Tax ROI:	$1,274
Day Attendees:	4500	Estimated Room Demand:	55

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$6,299	$12,410	$0	$18,709
Transportation	$9,717	$4,137	$12,520	$26,374
Food & Beverage	$21,406	$0	$26,333	$47,739
Retail	$11,352	$0	$0	$11,352
Recreation	$3,791	$0	$0	$3,791
Space Rental	$0	$4,500	$7,261	$11,761
Business Services	$0	$39,572	$33,719	$73,292
TOTAL	$52,565	$60,619	$79,833	$193,017

The Big Dill Block Party

Whitney Daniels | SingleSpeed Brewery
Mini grant

Dates: August 08, 2026 (actual date TBD)

Location: 325 Commercial St - SingleSpeed Brewery

Request: $4,000

Summary: Big Dill: Pickleball & Pickle Beer fest is a high-energy summer street festival celebrating the release of Big Dill: Pickle Gose with pickleball, craft beverages, live music, and a vibrant block party atmosphere in downtown Waterloo.

Experience Waterloo Board Recommendations: $2,000

Attendance: 500

Projected room nights: 0

Room night impact: this is a one-day event that goes from 10 am to 10 pm. Marketing primary efforts include geographically targeted digital advertising within a 60–120 mile radius of Waterloo (Cedar Rapids, Iowa City, Des Moines, Quad Cities).

Projected economic impact: $46,192

ROI (Economic impact based on requested funds): A $2,000 award would return $23.10 per dollar invested.

Notes regarding funds: Grant funds will be used to help with Marketing, Entertainment, and court rentals.

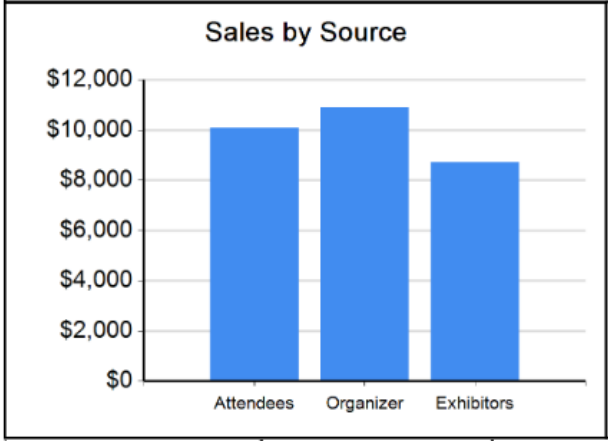
Application quality (was it clear, complete, well thought-out): This application was clearly thought out and easy to follow.

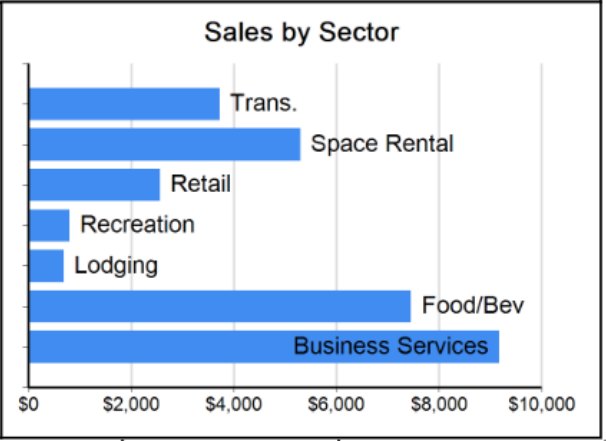
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	2026 - The Big Dill Block Party	Business Sales (Direct):	$29,690
Organization:	SingleSpeed Brewery	Business Sales (Total):	$46,192
Event Type:	Convention	Jobs Supported (Direct):	22
Start Date:	8/8/2026	Jobs Supported (Total):	27
End Date:	8/8/2026	Local Taxes (Total):	$198
Overnight Attendees:	0	Net Direct Tax ROI:	$144
Day Attendees:	500	Estimated Room Demand:	0

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$0	$683	$0	$683
Transportation	$2,129	$228	$1,367	$3,723
Food & Beverage	$4,577	$0	$2,875	$7,451
Retail	$2,568	$0	$0	$2,568
Recreation	$804	$0	$0	$804
Space Rental	$0	$4,500	$793	$5,293
Business Services	$0	$5,486	$3,681	$9,168
TOTAL	$10,077	$10,898	$8,715	$29,690

Council Communication
City Council Meeting: TBD
Prepared: 5/5/2026
Dept. Head Signature:
Number of Attachments: 2

SUBJECT: Mini/Event Hotel-Motel Tax Grants FY27 Q1/Q2

Submitted by: Tavis Hall, Experience Waterloo

Recommended City Council Action: Approve Experience Waterloo (CVB) board recommendation for funding in the Mini/Event Hotel-Motel Tax Grant funds for Q1/Q2 of FY27.

Event & Capital Grant Summary Statement: The Experience Waterloo board has reviewed 14 applications for funding in the Mini/Event Grant fund for Fiscal Year 2027 Q1/2, and has recommended funding 13 applications, resulting in a total recommended funding of $108,000.

The total economic impact of the projects recommended for funding totals $9,562,347. All of the recommended awarded events had an economic impact of nearly $100,000, with an average economic impact $735,565.

Experience Waterloo calculates these projections utilizing an economic impact calculator developed for Destination Marketing Organizations by Destinations International and Oxford Economics. The figures are generated from both visitor and event organizer spending and were calculated using the figures available to us in the applications.

Source of Funds: Hotel-motel tax grant funding for FY27

Policy Issue: None

Alternative: Do not provide funding or provide alternate funding.

Background Information: The Experience Waterloo Board reviewed all applications and scored based on the project's ability to meet the goals of the grant program:

1. Does the project have a significant economic impact / significantly enhance the visitor's experience in Waterloo?
2. Does the project strengthen the perceptions of Waterloo?
3. How important are grant dollars toward ensuring the success of the project?
4. Is the application clear, complete and thought-out?
5. Is the project new, or are there significant changes from previous years?

FY27 Q1&Q2 Hotel-Motel Tax Grant Applications

Event grants	Recommended	Total request
Battle of Waterloo Wrestling Tournament 2026	$17,000	$17,000
51st Division 1 Show Ski National Championship	$15,000	$20,000
2026 Iowa Irish Fest	$15,000	$20,000
IOMA Fall Classic	$15,000	$15,000
PrideFest 2026	$10,000	$10,000
Con-Quest	$10,000	$20,000
Ebonite Fall Classic Bowling Tournament	$6,000	$6,000
IA State Police Assoc. (ISPA) Annual Conf	$5,000	$5,000
iBosnaFest 2026	$5,000	$10,000
9	$98,000	$123,000

Mini grants	Recommended	Total request
2026 Farm and Food Conference	$3,000	$3,000
Iowa Oktoberfest	$3,000	$3,000
Feelin' Sour 2026	$2,000	$2,000
The Big Dill Pick Block Party	$2,000	$4,000
4	$10,000	$12,000

[redacted]

Total project	Economic impact	Event/Project location	Event/Project Date
$70,000	$950,480	Young Arena / Dan Gable Museum	Dec 17-19, 2026
$131,730	$894,777	Eagle Lake	Aug 07-09, 2026
$837,750	$2,349,338	Downton Waterloo / E 4th St	Jul 31-Aug 02, 2026
$75,000	$996,128	WCC	Oct 05-11, 2026
$138,000	$1,678,113	Jefferson / West 4th St	Aug 28-29, 2026
$94,000	$727,266	WCC	Jul 17-19, 2026
$50,000	$360,032	Maple Lanes	Sep 11-13, 2026
$64,500	$633,609	Courtyard	Oct 12-14, 2026
$32,295	$450,287	WCA / WCC	Sep 25-26, 2026
$1,493,275	$9,040,030		

Total project	Economic impact	Event/Project location	Event/Project Date
$33,000	$104,350	Waterloo Center for the Arts	Jun 11 - 12, 2026
$15,000	$300,962	Anton's Garden	Sep 25 - 26, 2026
$5,000	$70,813	Riverloop Expo Plaza	Jul 11,2026
$14,000	$46,192	SingleSpeed Brewery	TBD - Aug 08, 2026
$67,000	$522,317		

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution denying the award of hotel/motel tax council discretionary funds to Iowa Jobs for America's Graduates in the amount of $25,000.00, based on hotel motel tax program criteria.

RECOMMENDED COUNCIL ACTION

Denial of the application based on limited alignment with the primary intent of the funding source.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City received a Hotel/Motel Discretionary Grant application from Iowa Jobs for America's Graduates (iJAG) requesting funding to support programming within the Waterloo Community School District.

iJAG is a statewide program focused on career readiness, leadership development, and workforce preparation for students. The program operates within local schools and serves over 250 students in Waterloo through classroom instruction, work-based learning experiences, and employer engagement opportunities.

The application indicates alignment with the "Supports Waterloo Quality of Life" category, citing long-term benefits such as improved graduation outcomes, workforce readiness, and economic stability for participating students.

City staff reviewed the application in relation to the established Hotel/Motel discretionary funding criteria, which include:

- Supporting tourism and overnight stays
- Assisting community events
- Bringing people to the downtown area
- Enhancing quality of life

While the program contributes to quality of life in a broad sense, staff noted that the proposal does not demonstrate a direct connection to tourism, community events, or activities that generate measurable visitation or downtown engagement.

Hotel/Motel discretionary funds are typically used for projects or events that produce more immediate, place-based impacts within the community. Staff encourages the applicant to explore other funding

opportunities that are more closely aligned with educational programming and workforce development initiatives

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. iJAG 2026 Council HM Grant App
2. IRS 501(c)(3) Letter of Determination_compress
3. iJAG W-9 2026 (1)

Waterloo City Council
Discretionary Hotel-Motel Grant Application

The City of Waterloo is offering grants to non-profit entities for projects and community events that support tourism, quality of life and which bring people to Waterloo's downtown area. Grant funds are made possible through Hotel/Motel tax funds received by the City of Waterloo. City Ordinance states 10% of the revenues generated from the Hotel-Motel Tax can be used as discretionary dollars of the City Council to enhance projects that support several defined areas**.**

To apply, please complete the following application and send the original plus four complete copies to:

City of Waterloo Finance Dept., City Hall,
715 Mulberry St.,
Waterloo, Iowa, 50703.

Incomplete applications will be returned.

1. General Information (It is highly recommended that applications be typewritten. Use a separate sheet of paper, if necessary):

Name of organization Iowa Jobs for America's Graduates

Name of facility/project iJAG: Driving Youth Quality of Life through Education and Careers in Waterloo

Contact person Nicole Tupy

Email nicole.tupy@ijag.org

Address of organization or person completing application:

Street 1111 9th Street, Suite 268

City Des Moines **State** IA **Zip** 50314

Phone 515-216-3140 **Fax:** _____

2. Please describe your project in detail

a) Explain the project as though you were telling a complete stranger.

b) Please be specific how the grant monies will be used in the overall project.

Iowa Jobs for America's Graduates (iJAG) is a statewide organization that exists to ensure a future Iowa where youth are resilient and well-prepared with skills, purpose, and opportunities. Through partnerships and innovative approaches, we bridge the gap between education and employment to build strong communities. Our program's evidence-based model and learner-centered strategies help students look beyond high school graduation. Instruction is paired with civic involvement, work-based learning (WBL), and leadership experiences. Students build life and workforce skills, graduating at higher rates than peers despite barriers. iJAG helps close the academic achievement gap, supporting income growth and a stronger economy.

Through our partnership with the Waterloo School District, iJAG provides programming through an elective course taken during the school day. We currently have four programs within the Waterloo School District: Bunger Middle School (7-8), George Washington Carver Middle School (7-8), East High School (11-12), and East High School (9-10).

While iJAG is a statewide organization, grant funds from the City of Waterloo will stay within the Waterloo community and support the delivery of iJAG programming to more than 250 students. The funds will be used for classroom instruction, travel to and participation in career and leadership development conferences, expenses associated with work-based learning and employer engagement opportunities, and one year of follow-up for graduated seniors. Funds also support staffing, curriculum, and coordination with employer partners, which are critical needs to deliver high quality work-based learning.

3. What is the mission of your organization?

iJAG ensures a future Iowa where youth are resilient and well-prepared with skills, purpose, and opportunities. Through collaborative partnerships and innovative approaches, we bridge the gap between education and employment to build strong communities and unlock the potential of Every Student, No Matter What!

4. How long has your organization been in existence?

Since 1999 (27 years)

5. How many staff members and/or volunteers are involved in this organization and the project?

5 total staff (4 Specialists and 1 program supervisor) support the Waterloo iJAG programs

6. <u>Please indicate all the categories that your projects supports:</u>

☐ Category 1 – Supports tourism and heads on beds

☐ Category 2 – Supports and assists community events

☐ Category 3 – Brings people downtown

☑ Category 4 – Supports Waterloo quality of life

7. Please provide a detailed description of your project, together with a statement of how your project fits into one or more of the above listed 4 categories.

iJAG is a for-credit course that builds students' career readiness and leadership skills during the school day. Instruction is paired with civic involvement, work-based learning (WBL), leadership development, and local and statewide events that strengthen students' soft skills and professional readiness. iJAG's competency based curriculum integrates the evidence based JAG program with learner centered strategies. Programming follows the academic year.

Work-based learning (WBL) experiences are delivered through a structured three-tier progression that builds students' awareness, skills, and real-world application.

Tier I: Career Exploration
Students engage in introductory experiences that expand awareness of in-demand careers. Activities include guest speakers sharing career journeys, industry presentations, career fairs, trade shows, and employer meet-and-greets that help students begin building connections to the workforce. Recent employer engagement in the Waterloo School District has included Allen College, Bertch Cabinet, John Deere, and UnityPoint.

Tier II: Career Exposure
Students gain deeper, industry-specific exposure through interactive experiences such as business tours, industry-led events, and hands-on training. These opportunities allow students to observe workplace skills in action and actively participate in simulated tasks, such as practicing CPR on a mannequin, exploring

Tier III: Career Experience
Students participate in employer-connected experiences that require them to apply their skills and knowledge in real-world settings. These include pre- and registered apprenticeships, internships, supported work experiences, mentorships, and opportunities to earn industry recognized credentials.

iJAG prides itself on addressing the barriers students experience today. During the 2024-2025 school year, 99% of Waterloo iJAG students qualified for free or reduced-price lunch, which is set at 130% of the federal poverty level. Youth experiencing poverty face challenges that hinder their ability to reach their full potential. These barriers may stem from factors such as limited access to resources, educational opportunities, financial constraints, or social and environmental circumstances that affect their growth and opportunities for advancement. Support, mentorship, and resources provide a foundation for their aspirations and talents, which can level the playing field.

iJAG's work builds a stronger regional workforce and more resilient community, aligning with the City of Waterloo's "Supports Waterloo quality of life" category. As more students graduate with real world experience, local employers gain prepared talent and families gain pathways to economic stability and higher quality of life. Over time, this strengthens the talent pipeline and expands opportunities for students who might otherwise face barriers.

8. If your project has or will continue for more than one year, please explain your plans for financial sustainability

The intent of iJAG is that students can advance through programming and individualization to best suit their academic and career goals throughout their middle school and high school experience.

iJAG operates with a blended public-private funding model that includes state funding, school district contributions, and local private support. Funding from the City of Waterloo Hotel/Motel Grant would significantly contribute to the local support necessary to continue iJAG's impactful youth programming.

While closing sites is always a last resort and our budgeting and fundraising strategies are designed to prevent that outcome, private support in Waterloo has historically lagged behind public and school funding despite strong program performance and outcomes. Funding from community and employer partners is even more critical in the coming year as the district navigates financial challenges. iJAG plans to continue to support Waterloo students as they prepare to transition to the opening of Waterloo United. If full funding is not secured, iJAG will prioritize maintaining services at existing sites and protecting direct student support. However, we would need to evaluate expansion plans while continuing to pursue diversified local funding to ensuring long-term sustainability and avoid service disruption.

9. Give an estimate of how you plan to measure the success of the project

iJAG believes data is an insightful tool for our programming to deliver on our mission to effectively empower Every Student, No Matter What!

Two primary goals will be realized through this proposal.

Goal 1: Strengthen student development through individualized career pathways.
We use evidence-based tools, validated instruments, and Individual Development Plans (IDPs) to align students' strengths and interests with career pathways.

Success measures:
90% of students will complete the Kuder Navigator Career Interest Assessment
90% will develop an IDP
90% will demonstrate year-over-year academic growth.

Goal 2: Expand career readiness through work-based learning.
We collaborate with schools and employers to provide career exposure and hands-on learning experiences that build workforce skills.

Success measures:
Increase the number of career exploration activities offered
Increase the number of students earning industry-recognized credentials
75% of graduates will complete individualized work-based learning experiences

10. Describe specifically how the proposed project will be marketed.

iJAG is grateful for the financial partners who make our work possible and is committed to partnering with the City of Waterloo to develop a plan for communication and recognition. Annually, iJAG hosts several statewide student events, and each provides opportunities to recognize contributing partners through signage and program materials. In general, the City of Waterloo could be acknowledged in our newsletters, our annual report and other promotional materials. iJAG has also experienced success in reaching students and supporters through social media and often announces awarded grants to our followers to highlight the companies who are investing in our work. Ongoing work, including pictures of site visits and engagement with local employees, can also be shared via social media. iJAG welcomes and encourages City of Waterloo employees to engage with our programming in the classroom. This year, iJAG was thrilled to have Officer Tucker from the Waterloo Police Department visit with students to discuss his career path and what he enjoys about being a police officer.

11. Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget.

A grant from the City of Waterloo will directly support work-based learning experiences for students in your community, providing hands-on opportunities that build career readiness and connect classroom learning to real-world application. iJAG sets students up for stability and success, propelling them into higher education and the workforce for a future with sustainable wages. In addition, the City of Waterloo's investment helps iJAG leverage additional private funding, further expanding opportunities for youth.

iJAG receives $4,308 of in-kind services and $56,496 monetary contributions from the additional funding sources. Private investment is essential to sustaining this model and expanding access to high-quality programming.

For the four iJAG programs in the Waterloo School District, the annual cost is $371,928. Approximately 90% of total program costs are site-specific and directly impact students. These site-based expenses fall into four primary categories:

- Direct Program Salaries & Benefits: $314,076; Line item reflects the salary, benefits, and taxes of 5 direct program staff in the Waterloo School District. The direct program staff are 4 specialists and 1 program supervisor. This number excludes administrative and fundraising team members.

- Career Association Activities for Students: $13,872; Line item includes the cost for iJAG students to participate in employer engagement and extended learning opportunities, community impact projects, project-based learning, and iJAG's statewide career and leadership development events.

- Staff Training & Professional Development: $6,192; Line item covers 120+ hours of professional development provided annually to each Specialist in trauma-informed care, project-based learning, and work-based learning.

- Administrative Overhead: $37,788; Line item covers administration, fundraising and communications support, liability insurance, travel, information technology, and facilities.

12. Please include in your submitted materials:

- Tax exempt status
- W-9 form

13. We ask that you will submit a single page final report detailing the results of your project one month after the completion of the project. If you do not submit your final report within a month after completion you will not be eligible for further funding.

- Were your intended goals for the project met? Please provide details.
- How were the funds spent? Please be specific.

****

BUDGET SUMMARY:

Total Project Cost	**$** 371,928.00
Additional Funding Sources	**$** 56,496.00
In-Kind Services	**$** 4,308.00
Hotel/Motel Tax Grant Request	**$** 25,000.00

Please note: Additional Funding Sources, In-Kind Services and Hotel/Motel Tax Grant Request *must* equal Total Project Cost.

I have reviewed this Application for Hotel/Motel Grant Funds from the City of Waterloo. The information contained in this application plus any attachment(s) is accurate and complete to the best of my knowledge.

The Hotel/Motel Tax Grant Funds are to be used for the express purpose as stated in the Grant Application. I, the undersigned, fully understand that if this program/project does not transpire, Waterloo City Council's recommendation for funding will be withdrawn and my organization will be responsible for refunding any portion of funds already received.

Nicole Tupy — **Signature of Applicant**

5/1/2026 — **Date**

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 2 8 1999

IOWA JAG INC
GRIMES STATE OFFICE BLDG 3RD FL
DES MOINES, IA 50319

Employer Identification Number:
42-1492988
DLN:
17053337063009
Contact Person:
JON M WADDELL ID# 31375
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
August 20, 1999
Advance Ruling Period Ends:
June 30, 2004
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period that you exceed the $25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

IOWA JAG INC

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Enclosure(s):
Form 872-C

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 18 2004

IOWA JAG INC
GRIMES STATE OFFICE BLDG
DES MOINES, IA 50319

Employer Identification Number:
42-1492988
DLN:
17053269730044
Contact Person:
ERIC J BERTELSEN ID# 31323
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated DECEMBER 1999, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Iowa JAG, Inc.

2 Business name/disregarded entity name, if different from above.

iJAG

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **501c3**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1111 9th Street, Suite 268

6 City, state, and ZIP code

Des Moines, Iowa 50325

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

4	2	–	1	4	9	2	9	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Tiffany Tilton **Date** 02/27/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Engineering Department	May 18, 2026

AGENDA ITEM TITLE

Motion to approve Change Order No. 1 with JQ Construction, LLC, of Waterloo, Iowa, for a net increase of $23,020.00, in conjunction with the FY 2026 1600 Blk Bertch Avenue Sanitary Sewer Repair, Contract No. 1160, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Once construction started and the connection between the sanitary sewer pipe and manhole was exposed, it was determined that the bottom of the manhole is missing. This change order is to replace the manhole.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Change Order #1 - Signed

CITY OF WATERLOO, IOWA

CHANGE or EXTRA WORK ORDER NO. 1

PROJECT: 1600 BLK BERTCH AVENUE SANITARY SEWER REPAIR, CONTRACT NO. 1160

Date Prepared: 5/7/2026 AMOUNT: $ 23,020.00

TO: JQ Construction, LLC, Contractor

You are hereby ordered to make the following changes from the plans and specifications or perform the following extra work on your contract dated Emergency Repair.

A. Description of change to be made or extra work to be done:

1001 Install new SW-301, 48" Sanitary Manhole.
1002 Excavate existing subgrade.
1003 Furnish and place modified subbase.

B. Reason for ordering change or extra work:

1001 Replace existing failing manhole.
1002 Remove existing unsuitable subgrade.
1003 Place and compact new subbase material for new road base.

C. Settlement for cost of work to be made as follows:

1001	SW-301, 48" - $13,560 EACH x 1 EACH	= $13,560.00
1002	Excavation - $80 /CY x 49.5 CY	= $3,960.00
1003	Modified Subbase - $25 / SY x 220 SY	= $5,500.00
	Total Net Increase	**$23,020.00**

CITY OF WATERLOO

BY: _____
Mayor Date

ATTEST:

_____
City Clerk Date

JQ Construction LLC
CONTRACTOR

BY: _____ 5/7/2026
Date

PRINTED NAME: Justin Quint

TITLE: Owner

APPROVED:

_____ 6/8/26
City Engineer Date

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Todd Derifield, Leisure Services Director
Leisure Services Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Motion to approve Change Order No. 4 with Peters Construction Corporation of Waterloo, Iowa, for a total increase of $8,846.84, in conjunction with the FY 2024 Byrnes Aquatic Center, Contract No. 1077, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Change Order #4 for a total increase of $8,846.84

SUMMARY STATEMENT AND BACKGROUND INFORMATION

An additional trench drain is being added to allow for faster runoff of displaced pool water to prevent safety hazards (slips and falls) and algae growth.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Waterloo 20230 Community Vision Pillar 7 Sportstown USA

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Byrnes Pool C.O. #4

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
22095 Byrnes Park Aquatic Center 801 Campbell Ave. Waterloo, IA 50701	Contract For: General Construction Date: November 06, 2023	Change Order Number: 004 Date: 10-10-2025
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
City of Waterloo 715 Mulberry Street Waterloo, IA 50701	INVISION Architecture, LLC 900 Mulberry St. Des Moines, IA 50309	Peters Construction 901 Black Hawk Road PO Box 2940 Waterloo, IA 50704

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.)
Added Trench Drain. Pool Deck Removal and Repour.

The original Contract Sum was	$	7,053,078.55
The net change by previously authorized Change Orders	$	45,524.92
The Contract Sum prior to this Change Order was	$	7,098,603.47
The Contract Sum will be increased by this Change Order in the amount of	$	8,846.84
The new Contract Sum including this Change Order will be	$	7,107,450.31

The Contract Time will be unchanged by (0) days.
The new date of Substantial Completion will be May 20, 2025

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.

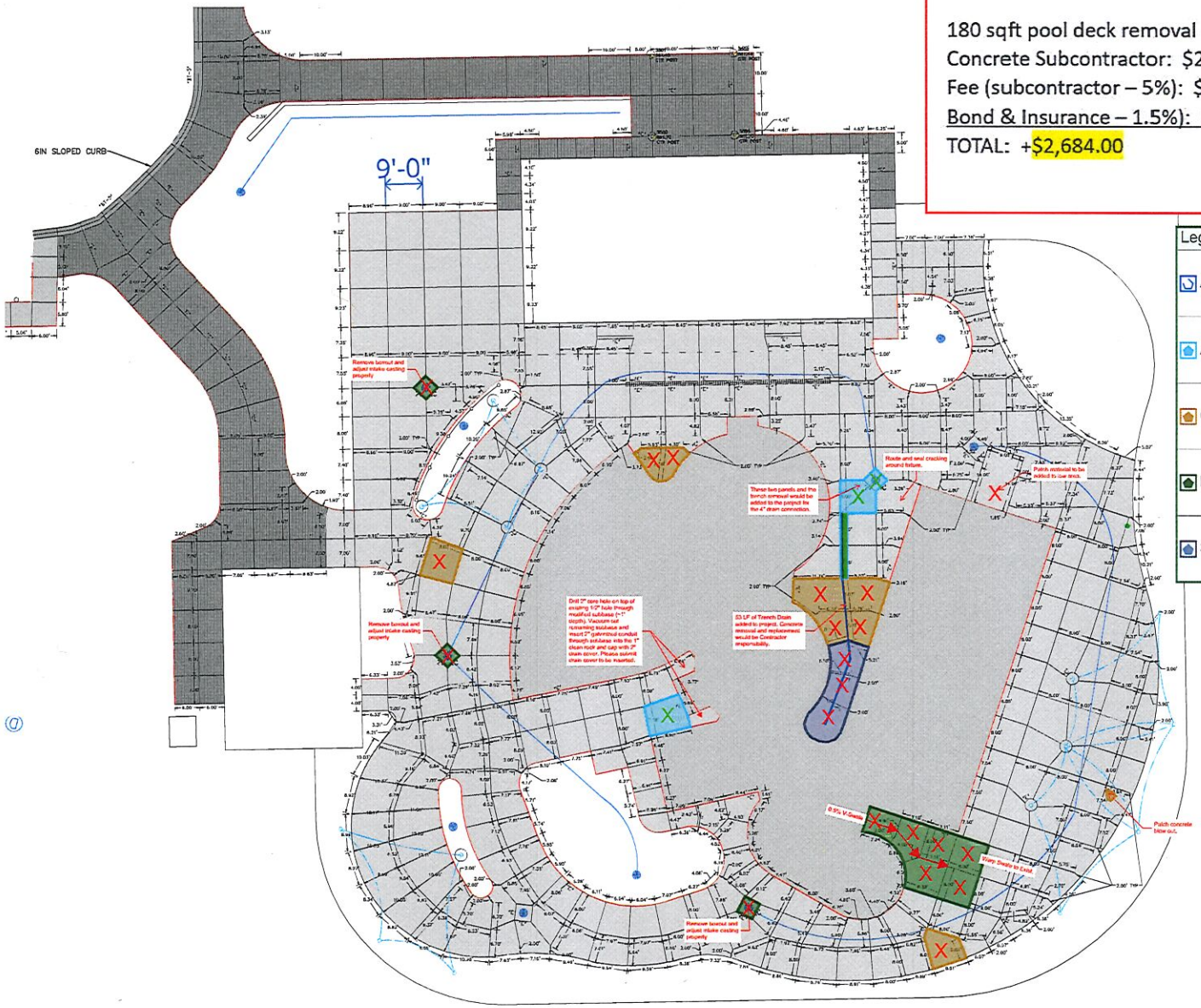
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
BY: Brett Van Zee, Partner Architect	BY: Gabe Berger, Vice President	BY: David Boesen, Mayor
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
04.28.2026	4.29.2026	
Date	*Date*	*Date*

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User Notes: (69ea71426b60415508f34495)

53 lnft added trench drain: 53 lnft x $116.28 = +$6,162.84

180 sqft pool deck removal & repour:
Concrete Subcontractor: $2,520.00
Fee (subcontractor – 5%): $126.00
Bond & Insurance – 1.5%): $38.00
TOTAL: +$2,684.00



Legend	
AECOM - TRENCH DRAIN ADDED	52.97 LF
AECOM- CONCRETE DEMO AND REPOUR	179.34 SF
OSCAR - NOT BILLABLE - DEMO AND REPLA...	485.55 SF
PETERS - CONCRETE DEMO AND REPOUR	416.20 SF
SANDE - CONCRETE DEMO AND REPOUR	193.83 SF

INVISION

CONSULTANT
LANDSCAPE ARCHITECTURE
RITLAND+KUIPER

CIVIL ENGINEERING
AECOM

AQUATICS
WATER TECHNOLOGY INC
MEP
MODUS

STRUCTURAL
KPFF

City of Waterloo
Byrnes Aquatic Center
801 Campbell Ave, Waterloo, IA 50701

PROJECT NO: 22095
DATE: 09.01.2023
SHEET SET: CONSTRUCTION SET
SHEET NAME: JOINTING PLAN
SHEET: C7.04

Peters - Bollards: Remove and Repour Bollards , So they are centered on the Handicap Stalls - Reuse the Bollards?

PRELIMINARY NOT FOR CONSTRUCTION

FOR REFERENCE ONLY

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
City Clerk Department

MEETING DATE
May 18, 2026

AGENDA ITEM TITLE
Motion to approve Application for Fireworks Display: My Waterloo Days, June 6, 2026, Top floor parking ramp, Park Avenue, beginning at 9:45 p.m.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. EXPERIENCE WATERLOO

City of Waterloo Application for Fireworks Display

Section 1 - APPLICANT INFORMATION

Applicant Name: MIKE BARRETT

Address: 4246 LOGAN AVE. W'LOO IA.

Phone: 319-415-1932 (cell) N/A (home)

Name of Special Event: MY WATERLOO DAYS

Location of Special Event: TOP FLOOR PARKING RAMP "PARK AVE."

Date(s) of Display: JUNE 6TH 2026

Alternative Date(s):

Approx Start Time & Length of Display: 9:45 12 TO 15 MIN.

Section 2 - PYROTECHNIC INFORMATION

Name: DECOTA McELHANEY

Personal Phone No: 319-415-5975

Company Name: J&M DISPLAYS

Business Phone No: 800-648-3890

Company Address: 18064 170TH YARMOUTH IA.

42-1496341

Section 3 - COST

TAX EXEMPT

Is Sponsoring Organization a non-profit 501(c)3? [X] YES [ ] NO

If Yes, there is no fee. Please skip to Section 4. If No, fill out below:

		FEE	PAID
Is this a new location?	[ ] YES [ ] NO	$150	[ ]

If Yes, fee is $150 and skip to Section 4. If No, see fees below:

Repeat Locations: Display Cost

$1 to $1,000	$25	[ ]
$1,001 to $5,000	$50	[ ]
Greater than $5,000	$100	[ ]

EXPERIENCE WATERLOO
716 COMMERCIAL ST.
WATERLOO IA. 50701
"SPONSOR"

Multiple Showings

Each Additional Showing	$50	[ ]

TOTAL FEES [ ] Ø

Section 4 - CHECKLIST FOR ALL APPLICANTS:

COMPLETED

1. List Max Size of Shell used: _____ [ ]
2. Attach a diagram showing the operation area with distances clearly marked to spectators and structures. [ ]
3. Attach a Certificate of Insurance in the amount of $2,000,000.00 [ ]
4. On-Site review of operation is required with the Fire Inspector. [ ]

Applicant Signature _____ Date _____

For Office Use Only:

Fire Chief or Fire Marshall _____ Date _____

Fire Inspector _____ Date _____

City Clerk _____ Date _____

Council Approval Date: _____

Receipt No. _____

NO SHELL LARGER THAN 1" AS PER W.F.D.
MJ Barrett 4-30-2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Denali Insurance Company	16044
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : James River Insurance Company	12203
INSURER D : Arch Specialty Ins Co	
INSURER E :	
INSURER F :	

INSURED
J & M Displays, Inc.
18064 170th Avenue
Yarmouth IA 52660

COVERAGES **CERTIFICATE NUMBER:** 1336401482 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			P0000004658	1/15/2025	1/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			SI8CA00033-251	1/15/2025	1/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
D	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			UXP1057616-00	1/15/2025	1/15/2026	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Excess Liability #2			P-001-000063943-07	1/15/2025	1/15/2026	Each Occ/ Aggregate Total Limits	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement or permit.
FIREWORKS DISPLAY DATE: JUNE 6, 2025
LOCATION OF EVENT: LINCOLN PARK; WATERLOO IA - SHOOT ZONE ON TOP OF PARK AVENUE PARKING GARAGE

ADD'L INSURED: CITY OF WATERLOO, IA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUSBSIDIARIES, DIVISIONS & AFFLIATES, EVENT SPONSORS AND LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; EXPERIENCE WATERLOO (SPONSOR)

CERTIFICATE HOLDER

Experience Waterloo
716 Commercial Street
Waterloo IA 50701
USA

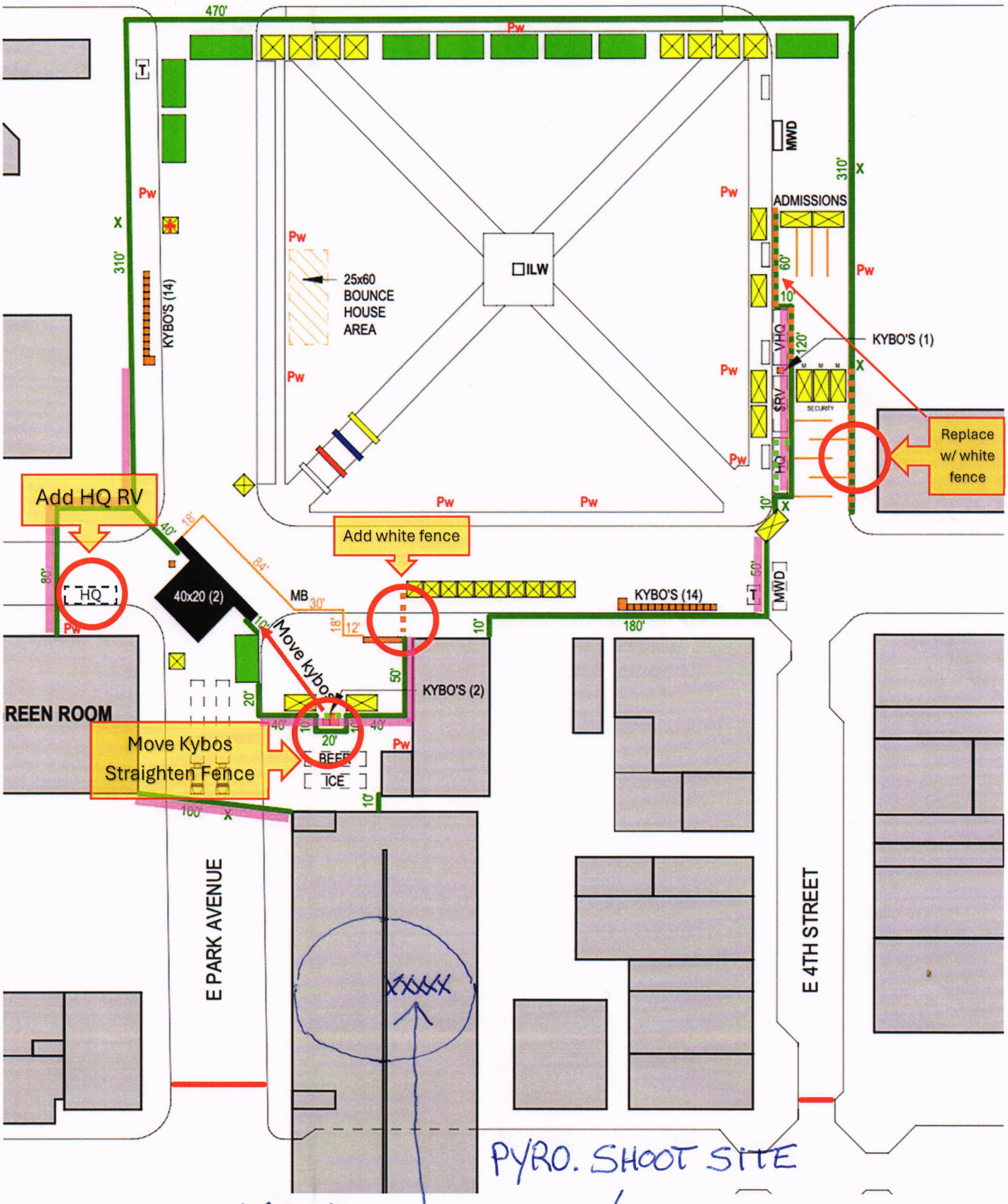
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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470'
Pw
T
310'
X
KYBO'S (14)
25x60
BOUNCE
HOUSE
AREA
ILW
MWD
ADMISSIONS
60'
10'
VHO
120'
KYBO'S (1)
SECURITY
SRV
Replace
w/ white
fence
Add HQ RV
HQ
40'
16'
84'
40x20 (2)
MB
30'
18'
12'
Add white fence
KYBO'S (14)
180'
50'
Move kybos
KYBO'S (2)
20'
40'
BEER
ICE
Move Kybos
Straighten Fence
100'
REEN ROOM
E PARK AVENUE
E 4TH STREET
PYRO. SHOOT SITE
NO SHELL LAGER
THAN 1" AS PER W.F.D.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
City Clerk Department

MEETING DATE
May 18, 2026

AGENDA ITEM TITLE
Motion to approve Application for Fireworks Display: July 4th Party, July 4, 2026, Sunnyside Golf, beginning at 9:45 p.m.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Communication from the Waste Management Department on the notice of the conclusion of employment of Todd Gaede, Storm Sewer Maintenance, effective April 10, 2026, with recommendation of approval of payout of $5,543.91 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. GAEDE PAYOUT 5.18.2026

CITY OF WATERLOO IOWA
Community of Opportunity

City Council
Notice of Employment Severance

Today's Date: 4/17/2026 **Department:** Waste Management Services

Effective Date: 4/10/2026 **Job Classification:** Sewer Maintenance

Employment Date: 9/24/1991 **Employee Name:** Todd Gaede

The employment with the named City of Waterloo employee 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		Payout
Vacation-Accrued	53.5	$ 32.31		$ 1,728.59
Vacation-Current	104	$ 32.31		$ 3,360.24
Usable Sick Leave	0	$ -	25%	$ -
Casual Hours	0	$ -		$ -
Comp Time Pay	14.085	$ 32.31		$ 455.09
Unscheduled Leave	0	$ -		$ -
Other Pay (Bday)	0	$ -		$ -
		Total Payment		**$ 5,543.91**

Comments _____

Approved by _____ **Date** 4/20/26

Human Resources Nicole Fischels **Date** 04/17/2026

Council Agenda Date: 5/18/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Human Resources Department

MEETING DATE
May 18, 2026

AGENDA ITEM TITLE
Communication from the Waste Management Department on the notice of the conclusion of employment of Michael Smock, Waste Water Operator, effective April 8, 2026, with recommendation of approval of payout of $689.50 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. SMOCK PAYOUT 5.18.2026

CITY OF WATERLOO IOWA
Community of Opportunity

City Council
Notice of Employment Severance

Today's Date: 4/17/2026 **Department:** Waste Management Services

Effective Date: 4/8/2026 **Job Classification:** Waste Water Operator

Employment Date: 8/20/2024 **Employee Name:** Michael J. Smock

The employment with the named City of Waterloo employee 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		Payout
Vacation-Accrued	21.34	$ 32.31		$ 689.50
Vacation-Current	0	$ -		$ -
Usable Sick Leave	0	$ -	25%	$ -
Casual Hours	0	$ -		$ -
Comp Time Pay	0	$ -		$ -
Unscheduled Leave	0	$ -		$ -
Other Pay (Bday)	0	$ -		$ -
		Total Payment		**$ 689.50**

Comments _____

Approved by Brent Marshall **Date** 4/20/2026

Human Resources Nicole Fischels **Date** 04/17/2026

Council Agenda Date: 5/18/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Communication from the Library Department on the notice of the conclusion of employment of Sheryl McGovern, Interim Library Director, effective April, 20, 2026, with recommendation of approval of payout of $6,150.00 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. MCGOVERN PAYOUT 5.18.2026

CITY OF WATERLOO IOWA
Community of Opportunity

City Council Notice of Employment Severance

Today's Date: 4/29/2026
Effective Date: 4/20/2026
Employment Date: 7/14/2025

Department: Library
Job Classification: Interim Library Director
Employee Name: Sheryl McGovern

The employment with the named City of Waterloo employee 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		Payout
Vacation-Accrued	123	$ 50.00		$ 6,150.00
Vacation-Current				$ -
Usable Sick Leave			25%	$ -
Casual Hours				$ -
Comp Time Pay				$ -
Unscheduled Leave				$ -
Other Pay				$ -
		Total Payment		**$ 6,150.00**

Comments _____

Approved by _____ **Date** 4/29/2026

Human Resources Nicole Fischels **Date** 04/29/2026

Council Agenda Date: 5/18/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Communication from the Fire Department on the notice of the conclusion of employment of Bart Samuelson, Fire Lieutenant, effective April 8, 2026, with recommendation of approval of payout of $8,993.11 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. SAMUELSON PAYOUT 5.18.2026

CITY OF WATERLOO IOWA

Today's Date: 4/24/2026
Effective Date: 4/8/2026
Employment Date: 8/26/2002

To: *City Council Members*
Re: *Notice of Severance*

Department *Waterloo Fire Rescue*
Job Title/Classification *Fire Lieutenant*

This is to report that the employment of *Bart Samuelson*
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	77.33	$ 34.65		$ 2,678.99
Vacation-Current	0.00	$ 34.65		$ -
Sick Bank Calculation	36.00	$ 34.65		$ 935.43
Casual Hours	114.00	$ 34.65		$ 3,949.57
Comp Time Pay	17.25	$ 34.65		$ 597.63
Fire Holiday	24.00	$ 34.65		$ 831.49
Other Adjustments		$ 34.65		$ -
			Total Payment	***$ 8,993.11***

Comments:

Approved by _____ Date 4/24/26

Human Resources Nicole Fischels Date 04/24/2026

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)

Council Agenda Date: 5/18/2026 KMW Accruals ☐Status ☐9

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Finance Department

MEETING DATE
May 18, 2026

AGENDA ITEM TITLE
Motion to receive and file Grout Museum funding report for April 2026.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. Contract Support City of Waterloo April 2026

Summary of Grout Museum Contracted Support through City of Waterloo

5/7/2026 **Fiscal Year 2026 Budget**

Operation Expenses:	Month of Apr-26	YTD 7/1/25-4/30/26	FY 26 Support Budget
Wages & Employee Benefits	$ 32,565.33	$ 246,701.06	$ 300,148.00
Charge card fees (MC/VISA)	$ 279.02	$ 3,414.42	$ 3,800.00
Exhibit building and repairs	$ 70.66	$ 8,701.38	$ 17,055.00
Publications and Dues	$ -	$ 3,535.00	$ 4,245.00
Travel	$ 2.09	$ 3,000.00	$ 3,000.00
Office Supplies	$ 165.86	$ 2,211.78	$ 3,000.00
Legal and Accounting Fees	$ 1,750.00	$ 27,374.48	$ 27,330.00
Grout Insurance	$ 4,978.38	$ 53,828.38	$ 48,850.00
Utilities - Gas, Electric, Phone	$ 10,553.46	$ 102,336.38	$ 130,000.00
Postage - mailings and meter	$ 475.47	$ 2,595.10	$ 3,340.00
Building Maintenance	$ (932.34)	$ 14,396.99	$ 20,000.00
Janitorial and Kitchen supplies	$ 1,176.84	$ 7,090.14	$ 8,000.00
Grounds	$ -	$ 5,000.00	$ 5,000.00
Misc. Expenses	$ 1,552.97	$ 1,960.69	$ 2,500.00
Equipment repairs & Computer Maintenance	$ (2,698.40)	$ 9,848.06	$ 13,160.00
Service Contracts - Building and Machines	$ 2,143.66	$ 28,836.14	$ 35,572.00
Total Operating Expense	$ 52,083.00	$ 520,830.00	$ 625,000.00

**These documents are unaudited and intended for Board Reporting purposes only.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Motion to receive and file Board of Adjustment minutes of March 24, 2026.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. March 24, 2026 BoA Minutes

CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M., MARCH 24, 2026

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Thornsberry at 4:00 p.m., in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Jeri Thornsberry, Ras Smith, Tom Powers, and John Beckman.

Members absent were: Craig Holidman.

Others present were Aric Schroeder, Adarsh Tummala, Joseph Geilman, and John Dornoff from the Planning Department, and 5 citizens.

I. Approval of the Agenda

It was moved by Powers and seconded by Beckman to approve the amended agenda, moving item 4 to the first decision item on the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on February 24, 2026.

It was moved by Beckman, seconded by Powers, to approve the amended minutes of the February 24, 2026, Board of Adjustment meeting, correcting one name on page 4. Motion carried unanimously.

III. Decision Items

Smith arrived at 4:03 pm.

1. Request by Ted Mikels for a variance to the accessory structure size limit to allow for 3,888 square feet (54'X 72'), 2,088 square feet more than the 1,800 square feet allowed, a variance to the height limit to allow for a height of 21 feet, 6 feet more than the 15' allowed in conjunction with a less than two-story home in the "A-1" Agricultural District located at 2825 Huntington Road.

Tummala read the staff report recommending approval of the request with the following conditions: 1) that the applicant obtain a demolition permit and demolish the existing agricultural building on the property in question; and 2) that the detached accessory structure cannot be a commercial use unless a Special Permit is granted by the Board of Adjustment and if it meets the Home Occupation requirements.

Beckman asked why condition 2 was added to the request, to which Dornoff responded that it is not this specific item and would explain more during the discussion at the end of the meeting.

Thornsberry asked if a condition should be added that a LOMA must be received, to which Schroeder responded that no, it is not needed since the building would be allowed so long as it meets floodplain regulations.

Beckman questioned why this property is in a floodplain as it appears to be on high ground to which Schroeder responded that the property is in the tail of a drainage way that drains from the neighborhood to the north to Black Hawk Creek.

Ted Mikels, 2825 Huntington Road, stated that he would like to be able to keep the corn crib.

Beckman stated that he would like some clarification because in the staff report, it says it will be removed, but there is an aerial image that says it is likely to be removed, to which Mikels stated that the image is one he provided and would like the option to keep the corn crib.

Thornsberry asked if the Ordinance would allow that to be a condition, to which Schroeder responded that there would be nothing preventing the Board from allowing the corn crib to stay; it would just change the numbers that would need to be reflected in a motion.

Smith stated he would like consistency, and it is hard to be consistent when there are not consistent instructions, and wants to be consistent with the decision-making process, and believes the condition is wishy-washy and not consistent.

There was a discussion on what the new numbers would be if the corn crib were not demolished.

Dornoff noted that one of the measures that is also looked at is 6% accessory structure coverage of the lot, and keeping the corn crib will still keep it substantially below the six percent to which Thornsberry added that there are two factors that need to be looked at.

Smith stated he just wants clarity on whether the corn crib needs to be removed or not, so the condition can be removed.

Beckman asked the applicant if he was going to tear it down, to which Mikels stated he would like to have the option to keep it to which Beckman asked if they approved of him keeping it, and the applicant decided to tear it down it is a wash.

It was moved by Beckman, seconded by Powers, approve the request by Ted Mikels for a variance to the accessory structure size limit to allow for 5,568 square feet, 3,768 square feet more than the 1,800 square feet allowed, a variance to the height limit to allow for a height of 21 feet, 6 feet more than the 15' allowed in conjunction with a less than two-story home in the "A-1" Agricultural District located at 2825 Huntington Road with the following conditions: with the following condition: 1) that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, drainage, etc and 2) that the detached accessory structure cannot be a commercial use unless a Special Permit is granted by the Board of Adjustment and if it meets the Home Occupation requirements. Motion carried unanimously.

2. Request by Gene Wurtzel for a variance to the rear yard setback requirement to allow for a setback of 12 feet, 20.5 feet less than the 32.5 feet required to allow for a 28' X 42' expansion of an existing industrial building in the "M-2" Heavy Industrial District located at 1245 Ackermant Street.

Dornoff read the staff report recommending approval of the request.

Beckman asked for clarification on the size of the structure, to which Dornoff responded it is 32' X 40'.

Gene Wurtzel stated that the new building will be 32' X 40'.

Beckman asked if the building is going to stay within the confines of the fenced-in area, and why there are two addresses on the front of the building, and what kind of business is operated there, to which Wurtzel stated it is staying in the fenced-in area and that there used to be two businesses on the site, and it is mainly used for storage and some fabrication.

It was moved by Smith, seconded by Beckman to approve, per staff recommendation, the request by Gene Wurtzel for a variance to the rear yard setback requirement to allow for a setback of 12 feet, 20.5 feet less than the 32.5 feet required to allow for a 32' X 40' expansion of an existing industrial building in the "M-2" Heavy Industrial District located at 1245 Ackermant Street with the following condition: That the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, drainage, etc. Motion carried unanimously.

3. Request by Iowa Heartland Habitat for Humanity for a variance to the maximum lot coverage requirement to allow for 42.8% lot coverage (1,328 square feet), 7.8% more than the 35% allowed (1,085 square feet), and a variance to the maximum rear yard lot coverage requirement to allow rear lot coverage of 32.4% (400 square feet), 2.4% more than the 30% allowed (386 square feet) in the "R-3" Multiple Residence District located north of 516 Iowa Street.

Dornoff read the staff report recommending approval of the request.

Smith noted that this request has the criteria of "practical difficulties," and where that criteria comes from, to which Dornoff explained that the State Legislature passed and the Governor signed a bill last year that created the new criteria on any item that has to do with dimensional variances, to which Schroeder added that staff has looked for clarification about the practical difficulties.

Smith asked if the first item should have said practical difficulties, to which Schreoder responded yes.

Beckman asked if there would now be two different criteria, to which Schroeder responded yes and explained how each of them works.

Smith advised staff to contact the State Legislative Rules Committee.

Thornsberry asked if Iowa Heartland Habitat for Humanity cleans up the area, to which Dornoff responded that they will clean up their lot.

Smith noted that there appears to be a lot of trees that need to be removed since they are close to the lot lines, to which Schroeder responded that sometimes the aerial images can be deceiving as the actual trunks are to the side and noted that Habitat does try to save trees but if there are trees that are in the area they need to build or might cause issues in the future they will remove them and Dornoff noted that the house on this lot was demolished in 1995 but when the City contracts to demolish buildings did not include removing trees on the lot is part of the contract.

It was moved by Powers, seconded by Beckman, to approve, per staff recommendation, the request by Iowa Heartland Habitat for Humanity for a variance to the maximum lot coverage requirement to allow for 42.8% lot coverage (1,328 square feet), 7.8% more than the 35% allowed (1,085 square feet), and a variance to the maximum rear yard lot coverage requirement to allow rear lot coverage of 32.4% (400 square feet), 2.4% more than the 30% allowed (386 square feet) in the "R-3" Multiple Residence District located north of 516 Iowa Street with the following condition: That the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, drainage, etc. Motion carried unanimously.

4. Request by Robert & Jill Fauser for a variance to the accessory structure square footage limit to allow for 1,260 square feet of accessory structures, 86 square feet more than the 1,174 square feet allowed in the "R-2" One and Two Family Residence District located at 2922 Violet Drive.

Tummala read the staff report recommending approval of the request.

Beckman asked for clarification that it was the detached accessory structure limit and if the metal shed stays, to which Tummala answered yes to both questions.

Robert Fauser, 2922 Violet Drive, explained the reason behind their variance request.

Beckman asked if there is a requirement on the materials to which Dornoff responded no.

It was moved by Beckman, seconded by Smith to approve, per staff recommendation, the request by Robert & Jill Fauser for a variance to the detached accessory structure square footage limit to allow for 1,260 square feet of accessory structures, 86 square feet more than the 1,174 square feet allowed in the "R-2" One and Two Family Residence District located at 2922 Violet Drive with the following condition: That the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, drainage, etc. Motion carried unanimously.

IV. Discussion

The next meeting of the Board of Adjustment will be on April 28, 2026.

Dornoff went over why the staff has added the condition about no commercial use in the accessory structures since staff have been dealing with two properties that were issued variances by the Board of Adjustment for size, and are now using the buildings for commercial purposes.

V. Adjournment

It was moved by Beckman, seconded by Powers, to adjourn the meeting at 5:03 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
City Clerk Department	May 18, 2026

AGENDA ITEM TITLE

Liquor Licenses

Amigos Mexican Restaurant, 1415 San Marnan Drive, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp:3/2/2027.
Anton's Garden, 518 Sycamore, Class C w/Outdoor Service and Sunday Sales, (Renewal), Exp:3/26/2027.
Behar Bar, 312 W. 4th Street, Class C w/Outdoor Service and Sunday Sales, (Renewal), Exp:4/30/2027.
Bootleggers Kitchen and Bar, 310 E. 4th Street, Class C w/Sunday Sales, (Renewal), Exp:3/31/2027.
Cedar Skyline Corp. DBA Lincoln Park, 401 E. 4th Street, Class C Retail Alcohol - 5 Day Special Event, (New) Exp:5/22/2026.
Cedar Skyline Corp. DBA Lincoln Park, 401 E. 4th Street, Class C Retail Alcohol - 5 Day Special Event, (New) Exp:6/12/2026.
Cedar Skyline Corp. DBA Lincoln Park, 401 E. 4th Street, Class C Retail Alcohol - 5 Day Special Event, (New) Exp:7/17/2026.
Cedar Skyline Corp. DBA Lincoln Park, 401 E. 4th Street, Class C Retail Alcohol - 5 Day Special Event, (New) Exp:8/7/2026.
Cedar Skyline Corp. DBA Lincoln Park, 401 E. 4th Street, Class C Retail Alcohol - 5 Day Special Event, (New) Exp:8/21/2026.
Logan Avenue Convenience Store, 735 Logan Avenue, Class C w/Sunday Sales, (Renewal) Exp:3/14/2026.
Lost Island Theme Park, 2600 E. Shaulis Road, Class C w/Sunday Service, (New) Exp:05/10/2027.
Lost Island Water Park, 2225 E. Shaulis Road, Class C w/Sunday Sales, (New) Exp:04/30/2027.
Prime Mart #3, 1008 LaPorte Road, Class E w/Sunday Sales, (Renewal), Exp:6/12/2027.
Red Carpet Golf, 1409 Newell Street, Class C w/Outdoor Service and Sunday Sales (Modify Privileges) Exp:04/12/2027.
Riverloop Expo Plaza, 327 W. 3rd Street, Class C (Temporary Unlicense), Exp:7/2/2026.
Tokyo Japanese Steakhouse, Inc., Class C, w/Outdoor Service & Sunday Sales (Renewal) Exp:2/13/2027.
Waterloo Convention and Visitors Bureau, Lincoln Park, 401 E. 4th Street, Class E - 5 Day Special Event, (New) Exp:6/8/2026.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
City Clerk Department	May 18, 2026

AGENDA ITEM TITLE

Cigarette/Tobacco/Nicotine/Vapor Permits
Dollar General #30840, 4803 Sergeant Road (Retail Tobacco)
Greenleaf Tobacco & Vape, 2313 Logan Avenue (Device Permit)
Kwik Stop #4, 515 Broadway Street (Retail Tobacco)
Kwik Stop #4, 515 Broadway Street (Device Permit)
Neighborhood Mart, 2100 Lafayette Street, (Retail Tobacco)
New Star Liquor, 1625 W. 4th Street (Retail Tobacco)
Prime Mart 1, 3535 Marigold Drive (Retail Tobacco)
Prime Mart 3, 1008 LaPorte Road (Retail Tobacco)
Walgreens #7455, 111 W. Ridgeway Avenue (Retail Tobacco)
XO Food & Liquor, 428 Franklin Street (Retail Tobacco)
XO Food & Liquor, 428 Franklin Street (Device Permit)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Jamie Knutson, City Engineer
Engineering Department

MEETING DATE
May 18, 2026

AGENDA ITEM TITLE
Bonds.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. ROW BONDS 5.18.2026

RIGHT OF WAY CONSTRUCTION BONDS
COUNCIL APPROVAL
MAY 18, 2026

2678370	Advanced Underground LLC	Janesville, IA
100067795	Affordable Property Maintenance	Evansdale, IA
7901174792	All Star Plumbing & Heating, Inc.	Hudson, IA
55228926	Bowker Pinnacle Mechanical LLC	Cedar Rapids, IA
1964404	Burch Gehrig Inc.	Waterloo, IA
101868569	Communication Data Link, LLC	Grimes, IA
IA5530436	Crisobal Rafael	Waterloo, IA
IA 600354	Greg Hassman dba Royal Turf, Inc.	Cedar Falls, IA
101323724	Hartco Cable, Inc.	Geneseo, Il
IA5108920	Hawkeye Community College	Waterloo, IA
IA 590430	Hoffman & Hoffman Trenching Inc.	Cedar Falls, IA
95 CL T825 2	Jeff Davis dba Davis Plumbing LLC	La Porte City, IA
101877934	Jesup Land Improvement Co.	Jesup, IA
101600408	L & M Services and Maintenance dba Thome Excavating and Grading	La Porte City, IA
7900452193	Mark Russell dba Russell Construction	Waterloo, IA
7901006032	Martinez Concrete, LLC	Evansdale, IA
IA5889181	McRoberts Concrete & Construction LLC	Cedar Falls, IA
6705678	Planetary Investments LLC	Waterloo, IA
IA5107020	Roeder Snow Removal LLC	Waterloo, IA
100069988	Seasonal Management LLC	Cedar Falls, IA
66217118	Slater Creations, LLC	Waterloo, IA

RIGHT OF WAY CONSTRUCTION BOND

No. 2678370

Applicant's Telephone Number: 941-441-8729

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Advanced Underground LLC,

of PO Box 36 (Street), Janesville (City) IA (State),

as Principal, and West Bend Insurance Company of

West Bend, WI,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Advanced Underground LLC of Janesville, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 14th, 2026, through April 30, 2027.

Witness our hands this 14th day of May, 2026.

PRINCIPAL

By: Advanced Underground LLC

Printed Name: Scott Wilson

SURETY

By: Derrick Parsons/West Bend Insurance Co.
Attorney-in-fact

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

WEST BEND®

Bond No. 2678370

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

DERRICK PARSONS

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Twenty Thousand Dollars and Zero Cents 20,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 14th day of May, 2026.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit https://www.thesilverlining.com/annual-meeting for details regarding the annual membership meeting and your voting rights.

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

RIGHT OF WAY CONSTRUCTION BOND

No. 100067795

Applicant's Telephone Number: (319) 433-8232

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Affordable property maintenance,

of 840 Brookeside ave (Street), Evansdale (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Affordable property maintenance of Evansdale , IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 30th day of April, 2026.

Affordable property maintenance
PRINCIPAL

By: _____

Printed Name: Wade Chihak

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Merchants Bonding Company (Mutual)
SURETY

By: _____
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 30th day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

LIC-83 ✓

RIGHT OF WAY CONSTRUCTION BOND

No. 7901174792

Applicant's Telephone Number: 319 988 3253

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), All Star Plumbing & Heating, Inc.,

of 926 Dale Dr (Street), Hudson (City), IA (State),

as Principal, and Nationwide Mutual Insurance Company of

1100 Locust Street, Department 2006, Des Moines, IA 50391,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden All Star Plumbing & Heating, Inc. of 926 Dale Dr , Hudson, IA 50643 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1st, 2026, through April 30, 2027.

Witness our hands this 30th day of January, 2026.

All Star Plumbing & Heating, Inc.
PRINCIPAL

By: Anna Uhlenhopp

Printed Name: Anna Uhlenhopp

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Nationwide Mutual Insurance Company
SURETY

By: Elizabeth Moore
Attorney-in-fact Elizabeth Moore

SEAL

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

Power of Attorney

Bond Number: 7901174792

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Elizabeth Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Twenty Thousand and No/100 Dollars ($20,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of January, 2026.

Assistant Secretary

BDJ 1(10-25)00

RIGHT OF WAY CONSTRUCTION BOND

No. 55228926

Applicant's Telephone Number: 319 364 2403

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Bowker Pinnacle Mechanical LLC,

of 1000 32nd Ave SW (Street), Cedar Rapids, IA (City, State),

as Principal, and United Fire & Casualty Company of

118 2nd Ave SE, Cedar Rapids, IA 52401,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Bowker Pinnacle Mechanical LLC of CEDAR RAPIDS, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1, 2026, through April 30, 2027.

Witness our hands this 21st day of January, 2026.

Bowker Pinnacle Mechanical LLC
PRINCIPAL
By: Kent Manka
Printed Name: Kent Manka

United Fire & Casualty Company
SURETY
By: Patricia L. Nilles
Attorney-in-fact

Please mail or email to:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

city.engineer@waterloo-ia.org

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KYANNA SAYLOR, BRAD HANCE, JUDITH A. JONES, MARY BERTSCH, PATRICIA WIEBEL ALLISON NISSEN, STEVEN KINNEY, KARRI L. MURPHY, JORDAN FELTMAN, AUSTIN NAUMAN, NICK LENZEN, NOLAN J. ARP, MONUEIR MOODIE, PATTI WADDELL, KATHY DAKE, DEB GASKILL, CARRIE A. GRAY, PATRICIA L. NIEBES, MEREDITH UMSTEAD, CASS MOORE, BARBARA J. MALMBERG, MICHELLE L. MULLINEX, CAROL DAVISON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $ 100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company,

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of May, 2026

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of May, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 21st day of January, 2026.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

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United Fire & Casualty Company
Addison Insurance Company
Lafayette Insurance Company
United Fire & Indemnity Company
United Fire Lloyds
Financial Pacific Insurance Company

UNITED FIRE GROUP®

RIDER

TO BE ATTACHED TO AND FORM PART OF
License and Permit Bond No. 55227423 In favor of CITY OF WATERLOO on behalf of BOWKER PINNACLE MECHANICAL, LLC

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

1. The Surety hereby gives it consent to

Change the Bond Number 55227423

From: **55227423**
To: **55228928**

Effective Date 05/01/2026

2. PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed, and sealed this day. 01/21/2026

ACCEPTED BY:

UNITED FIRE & CASUALTY COMPANY

_____ By: Patricia L. Nubes
(Title) ATTORNEY-IN-FACT

BOND0001 04 11

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KYANNA SAYLOR, BRAD HANCE, JUDITH A. JONES, MARY BERTSCH, PATRICIA WIEBEL ALLISON NISSEN, STEVEN KINNEY, KARRI L. MURPHY, JORDAN FELTMAN, AUSTIN NAUMAN, NICK LENZEN, NOLAN J. ARP, MONUEIR MOODIE, PATTI WADDELL, KATHY DAKE, DEB GASKILL, CARRIE A. GRAY, PATRICIA L. NIEBES, MEREDITH UMSTEAD, CASS MOORE, BARBARA J. MALMBERG, MICHELLE L. MULLINEX, CAROL DAVISON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $ 100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of May, 2026

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of May, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 21st day of January, 2026.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

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RIGHT OF WAY CONSTRUCTION BOND

No. 1964404

Applicant's Telephone Number: 3192317989

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), BURCH GEHRIG INC.,

of 1747 Pinehurst Ln (Street), Waterloo (City), IA (State),

as Principal, and Federated Mutual Insurance Company of

121 East Park Square Owatonna, MN 55060,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden BURCH GEHRIG INC. of 1747 Pinehurst Ln Waterloo, IA 50704-2751 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is APRIL 30, 20 26, through April 30, 20 27.

Witness our hands this 27TH day of APRIL, 20 26.

BURCH GEHRIG INC.
PRINCIPAL

By: Matthew Gardner

Printed Name: Matthew Gardner

Federated Mutual Insurance Company
SURETY

By: Kari Gigstead
Attorney-in-fact KARI GIGSTEAD

FEDERATED MUTUAL INSURANCE COMPANY CORPORATE SEAL OWATONNA MINNESOTA

Please mail or email to:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

city.engineer@waterloo-ia.org

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KARI GIGSTEAD of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

FIVE THOUSAND DOLLARS ($5,000) EACH

BURCH GEHRIG INC. WATERLOO, IA

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 21st day of December, 2022.

(SEAL)

FEDERATED MUTUAL INSURANCE COMPANY

BY _____
Executive Vice President

and BY _____
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 21st day of December, 2022 personally appeared before me, the undersigned notary public, Sean G. Pick and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said Sean G. Pick and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)

JENNIFER L. WAYNE
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2027

LIC-72 ✓

RIGHT OF WAY CONSTRUCTION BOND

No. 101868569

Applicant's Telephone Number: 515 224 9544

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Communication Data Link, L.L.C.,

of 1305 SW 37th Street (Street), Grimes (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Communication Data Link, L.L.C. of Grimes, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 6, 2026, through April 30, 2027.

Witness our hands this 6th day of May, 2026.

Communication Data Link, L.L.C.
PRINCIPAL

By: [signature] CFO

Printed Name: STEVEN A. OLEJNICZAK

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Merchants Bonding Company (Mutual)
SURETY

By: [signature]
Attorney-in-fact
James A. Hofter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of May 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

LIC-422 ✓

RIGHT OF WAY CONSTRUCTION BOND

No. IA5530436

Applicant's Telephone Number: (319) 504-3737

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Cristobal Rafael,

of 702 Riehl St (Street), Waterloo (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Cristobal Rafael of Waterloo, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 5th day of May, 2026.

Cristobal Rafael
PRINCIPAL

By: [signature]

Printed Name: Cristobal Rafael

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Merchants Bonding Company (Mutual)
SURETY

By: [signature]
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of May 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

RIGHT OF WAY CONSTRUCTION BOND

No. IA 600354

Applicant's Telephone Number: 8192775032

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Greg Hassman dba Royal Turf, Inc.,

of 4626 Ranchero Rd. (Street), Cedar Falls (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Greg Hassman dba Royal Turf, Inc. of Cedar Falls, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 21st day of January, 2026.

Greg Hassman dba Royal Turf, Inc.
PRINCIPAL

By: _____

Printed Name: Greg Hassman

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Merchants Bonding Company (Mutual)
SURETY

By: _____
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

LIC-591 ✓

RIGHT OF WAY CONSTRUCTION BOND

No. 101323724

Applicant's Telephone Number: 309 944 2026

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Hartco Cable, Inc.,

of 1401 Gorman Drive (Street), Geneseo (City), Illinois (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Hartco Cable, Inc. of Geneseo, IL will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 21st day of January, 2026.

Hartco Cable, Inc.
PRINCIPAL

By: Shauna M Thoene

Printed Name: Shauna M Thoene

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Merchants Bonding Company (Mutual)
SURETY

By: James A. Holter
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By _____
President

STATE OF IOWA
COUNTY OF DALLAS ss:
On this 21st day of January 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

_____
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

_____
Secretary

POA 0018 (5/25)

RIGHT OF WAY CONSTRUCTION BOND

No. IA5108920

Applicant's Telephone Number: (319) 296-4409

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Hawkeye Community College,

of 1501 E. Orange Road (Street), Waterloo (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Hawkeye Community College of Waterloo, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 21st day of January, 2026.

Hawkeye Community College
PRINCIPAL

By: Laura Trueg

Printed Name: LAURA TRUEG

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Merchants Bonding Company (Mutual)
SURETY

By: James A. Holter
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

LIC576N

RIGHT OF WAY CONSTRUCTION BOND

No. IA 590430

Applicant's Telephone Number: (319)232-4807

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Hoffman & Hoffman Trenching Inc,

of P.O. Box 866 (Street), Cedar Falls (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Hoffman & Hoffman Trenching Inc of Cedar Falls, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 21st day of January, 2026.

Hoffman & Hoffman Trenching Inc
PRINCIPAL

By: Nick Hoffman

Printed Name: Nick Hoffman

Merchants Bonding Company (Mutual)
SURETY

By: James A. Holter

Attorney-in-fact
James A. Holter, Attorney-in-Fact

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) – INCORPORATED -o- 1933
MERCHANTS NATIONAL BONDING, INC. – INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY – CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 21st day of January 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL – IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) – INCORPORATED -o- 1933
MERCHANTS NATIONAL BONDING, INC. – INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY – CALIFORNIA

Secretary

POA 0018 (5/25)

RIGHT OF WAY CONSTRUCTION BOND

NO. **95 CL T825 2**

Applicant's Telephone Number: 319-239-393

KNOW ALL MEN BY THESE PRESENTS:

That (I) (We), **JEFF DAVIS DBA DAVIS PLUMBING LLC**,

of **10739 BISHOP RD** (Street) **LA PORTE CITY** (City) **IA** (State),

as Principal, and **STATE FARM FIRE AND CASUALTY COMPANY** of **ONE STATE FARM PLAZA, BLOOMINGTON, IL 61710**, as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden **JEFF DAVIS DBA DAVIS PLUMBING LLC** of **10739 BISHOP RD LA PORTE CITY IA** will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), for a violation of said Ordinances occurring during the life of this bond; and if (he),(she),(they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is **MAY 1, 2026** through **APRIL 30, 2027**.

Witness our hands this **4TH** day of **MARCH, 2026**.

Jeff Davis
PRINCIPAL

By: _____

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

STATE FARM FIRE AND CASUALTY COMPANY CORPORATE SEAL BLOOMINGTON, ILLINOIS

Printed Name: **CHRISTEL MANSON**

State Farm Fire and Casualty Company
SURETY

By: _____
Attorney-in-Fact Christel Manson

Updated 1-24-00

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

SFB-400015IA.1

State Farm

State Farm Fire and Casualty Company

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Christel Manson of Waterloo, Iowa its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

- $ 5,000 – License, Permit or Indemnity — Financial Guarantee
- $ 50,000 – License & Permit — Code Compliance
- $ 50,000 – Defective Title — Certificate of Title Surety Bond
- $ 25,000 – Public Official
- $ 50,000 – Notary Public
- $100,000 – Administrator, Executor, Personal Representative, or Trustee
- $ 50,000 – Guardian, Conservator, or Curator

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 1st day of January, 2024, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the seal of the Company may be affixed by facsimile on any power of attorney granted, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile shall be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 1st day of January, 2024.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2028, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton

John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 1st day of January, 2024, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
KAREN WEBER
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires July 24, 2026

Karen Weber

Notary Public
My commission expires July 24, 2026

CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 4th day of March, 2026.

Brian A. Crook - Assistant Secretary Treasurer

If you have a questions concerning the validity of this Power of Attorney, call 309-766-2090.

RIGHT OF WAY CONSTRUCTION BOND

No. 101877934

Applicant's Telephone Number: 5639203536

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Jesup Land Improvement Co,

of 1995 Baxter Ave (Street), Jesup (City), Iowa (State),

as Principal, and Merchants National Bonding, Inc. of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, If the above bounden Jesup Land Improvement Co of Jesup, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 14, 2026, through April 30, 2027.

Witness our hands this 14th day of May, 2026.

Jesup Land Improvement Co
PRINCIPAL
By: _____

Printed Name: Shawn Federspiel

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

Merchants National Bonding, Inc.
SURETY
By: _____
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of May 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

RIGHT OF WAY CONSTRUCTION BOND

No. 101600408

Applicant's Telephone Number: 319-784-7158

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), L & M Services and Maintenance dba Thome Excavating and Grading,

of 8509 Rickard Rd (Street), La Porte City (City), Iowa (State),

as Principal, and Merchants National Bonding, Inc. of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden L & M Services and Maintenance dba Thome Excavating and Grading of La Porte City, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 18th day of December, 2025.

L & M Services and Maintenance dba Thome Excavating and Grading
PRINCIPAL

By: Meghan Thome

Printed Name: Meghan Thome

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Merchants National Bonding, Inc.
SURETY

By: James A. Holter

Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of December , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of December 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of December , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

RIGHT OF WAY CONSTRUCTION BOND

No. 7900452193

Applicant's Telephone Number: 3197335816

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Mark Russell DBA Russell Construction,

of 1525 W. Third Street (Street), Waterloo (City), IA (State),

as Principal, and Nationwide Mutual Insurance Company of

1100 Locust Street, Department 2006, Des Moines, IA 50391,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Mark Russell DBA Russell Construction of 1525 W. Third Street, Waterloo, IA 50701 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1st, 2026, through April 30, 2027.

Witness our hands this 30th day of January, 2026.

Mark Russell DBA Russell Construction
PRINCIPAL

By: Mark J Russell

Printed Name: Mark J. Russell

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Nationwide Mutual Insurance Company
SURETY

By: Elizabeth Moore
Attorney-in-fact Elizabeth Moore

SEAL

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

Bond Number: 7900452193

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Elizabeth Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Twenty Thousand and No/100 Dollars ($20,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of January, 2026.

Assistant Secretary

BDJ 1(10-25)00

RIGHT OF WAY CONSTRUCTION BOND

No. 7901006032

Applicant's Telephone Number: 319-230-1983

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Martinez Concrete, LLC,

of 411 GRAND BLVD (Street), EVANSDALE (City) IA (State),

as Principal, and Nationwide Mutual Insurance Company of

1100 Locust Street, Department 2006, Des Moines, IA 50391,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Martinez Concrete, LLC of 411 GRAND BLVD , EVANSDALE , IA 50707 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1st, 2026, through April 30, 2027.

Witness our hands this 30th day of January, 2026.

Martinez Concrete, LLC
PRINCIPAL

By: Luis Martinez

Printed Name: Luis Martinez

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Nationwide Mutual Insurance Company
SURETY

By: Elizabeth Moore
Attorney-in-fact Elizabeth Moore

SEAL

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

Bond Number: 7901006032

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Elizabeth Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Twenty Thousand and No/100 Dollars ($20,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of January, 2026.

Assistant Secretary

BDJ 1(10-25)00

RIGHT OF WAY CONSTRUCTION BOND

No. IA5889181

Applicant's Telephone Number: (319) 415-0858

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), McRoberts Concrete & Construction LLC,

of 1003 Rocklyn St (Street), Cedar Falls (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden McRoberts Concrete & Construction LLC of Cedar Falls, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 15th day of April, 2026.

McRoberts Concrete & Construction LLC
PRINCIPAL

By: _____

Printed Name: Matthew McRoberts

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Merchants Bonding Company (Mutual)
SURETY

By: _____
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

RIGHT OF WAY CONSTRUCTION BOND

No. 67065678
Applicant's Telephone Number: 3199611987

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Planetary Investments LLC,

of 1707 JEFFERSON ST, WATERLOO, IA 50702,
Street City State

as Principal, and WESTERN SURETY COMPANY

of P. O. Box 5077, Sioux Falls, South Dakota 57117-5077,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Planetary Investments LLC of

Waterloo, Iowa will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 01, 2026, through April 30, 2027.

Witness our hands this 1st day of May, 2026.

Planetary Investments LLC
PRINCIPAL

By: Andrew M Showalter

Printed Name: Andrew M. Showalter

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

WESTERN SURETY COMPANY
SURETY

By: Larry Kasten
Attorney-in-fact

Larry Kasten,
Vice President

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,

State of South Dakota, its regularly elected Vice President,

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One RIGHT OF WAY CONSTRUCTION CITY OF WATERLOO

bond with bond number 67065678

for PLANETARY INVESTMENTS LLC

as Principal in the penalty amount not to exceed: $20,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 1st day of May, 2026.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 01 day of May, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA

P. Dahl
Notary Public

My Commission Expires June 18, 2031

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701-1-2026

RIGHT OF WAY CONSTRUCTION BOND

No. IA5107020

Applicant's Telephone Number: (319) 404-7040

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Roeder Snow Removal LLC,

of 1200 Baltimore St. (Street), Waterloo (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Roeder Snow Removal LLC of Waterloo, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 21st day of January, 2026.

Roeder Snow Removal LLC
PRINCIPAL

By: David M. Roeder

Printed Name: DAVID M. ROEDER

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Merchants Bonding Company (Mutual)
SURETY

By: James A. Holter

Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) – INCORPORATED – 1933

MERCHANTS NATIONAL BONDING, INC. – INCORPORATED – 2003

MERCHANTS NATIONAL INDEMNITY COMPANY – CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL – IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) – INCORPORATED – 1933

MERCHANTS NATIONAL BONDING, INC. – INCORPORATED – 2003

MERCHANTS NATIONAL INDEMNITY COMPANY – CALIFORNIA

Secretary

POA 0018 (5/25)

RIGHT OF WAY CONSTRUCTION BOND

No. 100069988

Applicant's Telephone Number: (319) 230-3586

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Seasonal Management LLC,

of 6804 Ranchero Rd (Street), Cedar Falls (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Seasonal Management LLC of Cedar Falls, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 5th day of December, 2025.

Seasonal Management LLC
PRINCIPAL

By: _____

Printed Name: David Bell

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Merchants Bonding Company (Mutual)
SURETY

By: _____
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

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James A. Holter

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MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of December 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of December , 2025 .

Secretary

POA 0018 (5/25)

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

FYE 2026 Budget Amendment (2).

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City is required under state law to amend the budget prior to exceeding expenditures in any one of the nine program areas; public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects and proprietary funds (sewer and sanitation).

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Budget Amendment FYE26-2 Memo to Mayor Council
2. PublicHearingNotice - Amendment 2

CITY OF WATERLOO
Finance Office

Mayor
DAVE
BOESEN

COUNCIL
MEMBERS

STEVE
SCHMITT
Ward 1

DAVE
MORROW
Ward 2

DEBORAH
"DEB"
BERRY
Ward 3

BELINDA
CREIGHTON-
SMITH,
Ward 4

HECTOR
SALAMANCA
-ARROYO
Ward 5

KELLY
MARTIN
At-Large

STEVE
SIMON
At-Large

TO: Mayor Boesen
City Council Members

DATE: April 29, 2026

FROM: Bridgett Wood, Finance Director

RE: Proposed Amendments to Budget for the Fiscal Year Ending June 30, 2026

Enclosed is a proposed amendment to the budget for the fiscal year ending June 30, 2026, as published on May 5, 2026. The purpose of filing budget amendments is to ensure compliance with state law governing the expenditure of City funds. The Code of Iowa requires that any of the nine budget program areas anticipated to exceed the amount originally appropriated be amended no later than May 31 of each fiscal year. These program areas include Public Safety, Public Works, Health and Social Services, Culture and Recreation, Community and Economic Development, General Government, Debt Service, Capital Projects, and Business-Type/Enterprise activities.

These amendments reflect various departmental adjustments requested throughout the fiscal year and approved in accordance with the City's budget amendment policy. All changes represent updates made after the original budget certification in April 2025.

General Fund Highlights

The following summarizes key amendments within General Fund activities:

1. **Public Safety:** Budgeted revenues and expenditures were increased to account for various law enforcement grants and non-property-tax-funded projects. Ambulance revenue was adjusted to reflect current projections and to support the purchase of medical equipment. Building inspection fee revenue was also increased based on higher-than-expected activity.
2. **Public Works:** Adjustments include the use of fund balance and increased equipment sale proceeds to support related expenditures. CARES maintenance funding received for the airport was also incorporated.
3. **Culture and Recreation:** Revenues and expenditures were increased to reflect additional grants and donations received by the Library, Leisure Services, and Cultural Arts departments. These amendments align expenses with higher-than-anticipated program activity and funding.
4. **Community and Economic Development:** Amendments reflect the use of fund balance for city property management expenses, as well as the use of hotel/motel fund balance to support additional grant awards.

5. **General Government:** Higher-than-anticipated interest revenue within the Clerk/Finance department was recognized and used to offset related expenditures. Fund balance was also utilized to address city facilities maintenance costs.

Other Fund Highlights

Key amendments in non-General Fund activities include:

6. **Public Works:** Additional revenues and expenditures were budgeted for airport grant-funded projects. Local Option Sales Tax revenue was increased to support additional road-related expenses.
7. **Community and Economic Development:** Federal funding awarded to the Community Development department was incorporated into the budget. The housing program also increased the use of interest revenue to support maintenance needs at Ridgeway Towers.
8. **Capital Projects:** Additional expenditures were budgeted to account for reimbursement revenues received during the year that were not originally included in the adopted budget.
9. **Business-Type/Enterprise Activities:** Fund balance was utilized to address higher-than-expected animal control costs. In addition, increased sewer fees and the use of sewer fund balance were budgeted to support plant equipment expenditures.

Transfers

10. **Transfers:**Transfers were amended to reflect the use of Tax Increment Financing (TIF) funds for land purchased from the airport.

Fund Balance and Revenue Summary

The line item titled *Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out* reflects the difference between anticipated revenues and expenditures. At the time of the previous amendment, expenditures were projected to exceed revenues by $59,893,361, primarily due to the planned use of bond proceeds and grant funds received in prior fiscal years.

This amendment increases that projected difference by $4,584,515, resulting in a total of $64,477,876. The increase is attributable to the following:

1. **General Fund:** Use of restricted fund balance for airport maintenance $588,067 and other designated purposes $455,022, along with an additional $105,000 of general fund balance for property maintenance and building repairs.
2. **Other Funds:** Use of TIF fund balance totaling $3,252,800 for land acquisition, along with increases in sewer fund balance $400,000 for plant equipment and sanitation fund balance $136,919 for animal control-related expenses.

Budgeting Approach

Since state law prohibits expenditures in any major program area from exceeding the adopted budget, the City budgets conservatively to ensure compliance. Accordingly, expense levels are intentionally estimated on the higher end, and we do not anticipate fully expending all budgeted amounts by June 30, 2026.

If you have any questions regarding this amendment, please feel free to contact me.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
City of WATERLOO
Fiscal Year July 1, 2025 - June 30, 2026

The City of WATERLOO will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

Meeting Date/Time: 5/18/2026 05:30 PM	**Contact:** Bridgett Wood	**Phone:** (319) 291-4323

Meeting Location: City Hall - Council Chambers
715 Mulberry St
Waterloo, IA 50703

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals.

REVENUES & OTHER FINANCING SOURCES		**Total Budget as Certified or Last Amended**	**Current Amendment**	**Total Budget After Current Amendment**
Taxes Levied on Property	1	51,959,620	0	51,959,620
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	51,959,620	0	51,959,620
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	23,902,048	0	23,902,048
Other City Taxes	6	21,649,795	915,000	22,564,795
Licenses & Permits	7	1,514,520	73,285	1,587,805
Use of Money & Property	8	2,714,680	140,606	2,855,286
Intergovernmental	9	90,024,177	1,623,512	91,647,689
Charges for Service	10	40,278,007	1,568,438	41,846,445
Special Assessments	11	255,000	0	255,000
Miscellaneous	12	10,896,023	431,454	11,327,477
Other Financing Sources	13	13,090,000	10,346,885	23,436,885
Transfers In	14	41,706,846	3,252,800	44,959,646
Total Revenues & Other Sources	15	297,990,716	18,351,980	316,342,696
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	44,832,688	2,098,239	46,930,927
Public Works	17	41,569,377	4,929,173	46,498,550
Health and Social Services	18	407,651	0	407,651
Culture and Recreation	19	13,822,864	566,315	14,389,179
Community and Economic Development	20	25,247,197	316,242	25,563,439
General Government	21	13,382,614	158,185	13,540,799
Debt Service	22	19,066,712	0	19,066,712
Capital Projects	23	120,912,775	10,519,467	131,432,242
Total Government Activities Expenditures	24	279,241,878	18,587,621	297,829,499
Business Type/Enterprise	25	36,935,353	1,096,074	38,031,427
Total Gov Activities & Business Expenditures	26	316,177,231	19,683,695	335,860,926
Transfers Out	27	41,706,846	3,252,800	44,959,646
Total Expenditures/Transfers Out	28	357,884,077	22,936,495	380,820,572
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-59,893,361	-4,584,515	-64,477,876
Beginning Fund Balance July 1, 2025	30	123,583,006	0	123,583,006
Ending Fund Balance June 30, 2026	31	63,689,645	-4,584,515	59,105,130

Explanation of Changes: To budget for additional grant funds received and spent, additional bond funds received and spent, anticipated capital projects expense, including those funded with grants, additional fee revenue and cash on hand.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Runway 18/36 Rehabilitation Outside Runway 12/30 Safety Area, FAA AIP Project No. 3-19-0094-060.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

FAA Grant: 90%
PFC Revenue (Airport): 10%

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Bid Tabulation Runway 18-36 Rehab FAA AIP No. 3-19-0094-060

Runway 18/36 Rehab Outside the Runway 12/30 Safey Area
FAA AIP No. 3-19-0094-060

Engineer's Estimate $2,149,200.00

May 14, 2026

Bidder	Bid Security	Addendum	Bid Amount
E&F PAVING COMPNAY, LLC CEDAR RAPIDS, IA	5%		$2,312,890.00
CROELL, INC. NEW HAMPTON, IA	5%		$1,865,865.00
BOOMERANG, CORP ANAMOSA, IA	5%		$1,667,660.00
WICKS CONSTRUCTION DECORAH, IA	5%		$1,820,718.00
OWEN CONTRACTING CEDAR FALLS, IA	5%		$1,751,360.00

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Sale and conveyance of 7,507 square-feet of City-owned property, located north of 2123 Commercial Street, to R&M Metals Properties, LLC, in the amount of $500.00.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo is proposing to sell approximately 7,507 square feet to R&M Metals north of 2123 Commercial Street for $500.00. R&M Metals uses the site in question for their business at 2123 Commercial Street and there is no need for the City to hold ownership of this land.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

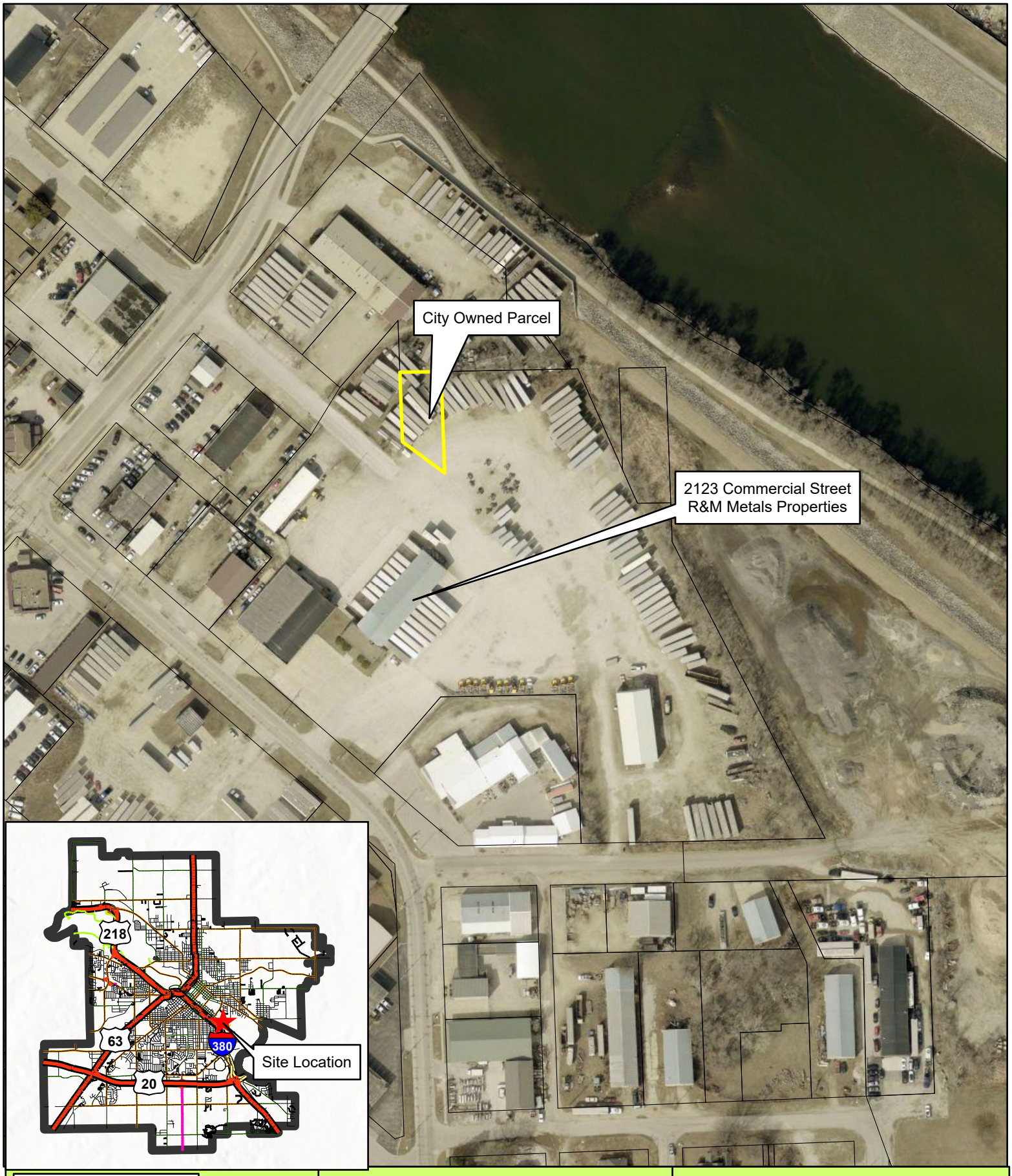
LEGAL DESCRIPTION

That part of vacated LaPorte Street lying South of the South line of River Street and lying North of a line described as beginning at the point of intersection of the Northerly line of Black Hawk Street and the West line of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 13 West of the Fifth Principal Meridian; thence Southeasterly to the Northwest corner of Lot

11, South Waterloo, all in the City of Waterloo, Black Hawk County, Iowa, containing 7,507 square feet.

ATTACHMENTS

1. N of 2123 Commercial Aerial
2. Survey - R&M

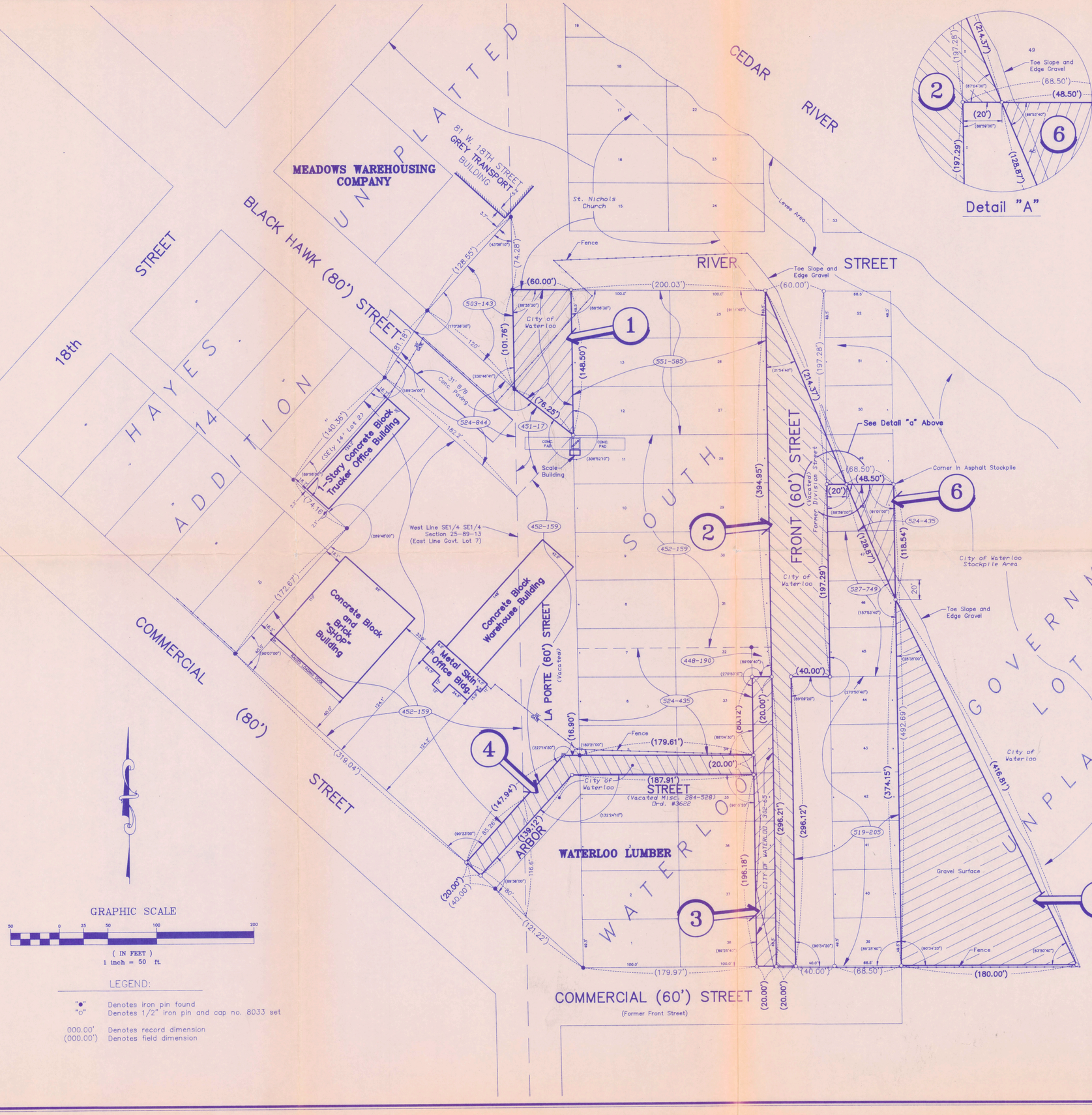


Note:
Base map data source is Black Hawk County.
This map does not represent a survey, no liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor, or their employees. The City of Waterloo makes no warranty,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

0 125 250 375 Feet

Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity



PROPOSED TRANSFERS
CITY OF WATERLOO TO ZEPHYR TRANSPORT, INC.

1

DESCRIPTION

That part of vacated LaPorte Street lying South of the South line of River Street and lying North of a line described as beginning at the point of intersection of the Northerly line of Black Hawk Street and the West line of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Twenty-five (25), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian; thence Southeasterly to the Northwest corner of Lot Eleven (11), South Waterloo, all in the City of Waterloo, Black Hawk County, Iowa, containing 7,507 S.F.

2

DESCRIPTION

That part of Lot Forty-nine (49) and vacated Front Street (former Division Street) all as platted in South Waterloo, City of Waterloo, Iowa, lying North of the North line of Commercial Street and Southerly of a line described as beginning at the Northeast corner of Lot Twenty-five (25) in said South Waterloo; thence Southeasterly to a point on the South line of said Lot Forty-nine (49) which is Twenty (20.0) feet East of the Southwest corner of said Lot Forty-nine (49). Except the East Forty (40.0) feet of that part of said vacated Front Street lying West of and adjoining Lots Thirty-nine (39) through and including Lot Forty-four (44) of said South Waterloo, containing 25,664 S.F.

3

DESCRIPTION

The East Twenty (20.0) feet of Lots Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37) and Thirty-eight (38), all in South Waterloo, City of Waterloo, Black Hawk County, Iowa, containing 5,924 S.F.

4

DESCRIPTION

The Northwesterly and Northerly One-half (N1/2) in even width of Arbor Street as described in vacation Ordinance No. 3622, said ordinance being recorded in Misc. Book 284, Page 528, Black Hawk County Recorder's Office, to wit:

The Street conveyed to the City of Waterloo, Iowa, on July 3, 1951, and known as Arbor Street extending from the northeasterly line of Commercial Street to a line 20 feet west of and parallel to the east line of Lots 34 and 35 in South Waterloo Addition, as recorded in Book 302 on pages 65 and 69, said street being 40 feet in width.

Said parcel containing 6,714 S.F.

5

DESCRIPTION

That part of Government Lot Eight (8) of Section Twenty-five (25), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, City of Waterloo, Black Hawk County, Iowa, described as follows:

Beginning at the Southeast corner of Lot Thirty-nine (39) in South Waterloo; thence North to a point on the East line of Lot Forty-six (46) in said South Waterloo, said point being Twenty (20.0) feet South of the Northeast corner of said Lot Forty-six (46); thence Southeasterly to a point on the Easterly extension of the North line of Commercial Street (former Front Street), said point being One Hundred Eighty (180.0) feet East of the Southeast corner of said Lot Thirty-nine (39); thence West One Hundred Eighty (180.0) feet to the point of beginning, containing 33,838 S.F.

PROPOSED TRANSFER
ZEPHYR TRANSPORT, INC., TO CITY OF WATERLOO

6

DESCRIPTION

That part of Lots Forty-six (46), Forty-seven (47) and Forty-eight (48), South Waterloo, City of Waterloo, Black Hawk County, Iowa, described as follows:

Beginning at the Northeast corner of said Lot Forty-eight (48); thence South to a point on the East line of said Lot Forty-six (46) which is Twenty (20.0) feet South of the Northeast corner of said Lot Forty-six (46); thence Northwesterly to a point on the North line of said Lot Forty-eight (48) which is Twenty (20.0) feet East of the Northwest corner of said Lot Forty-eight (48); thence East to the point of beginning, containing 2,830 S.F.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

LEGEND:

"●" Denotes iron pin found
"○" Denotes 1/2" iron pin and cap no. 8033 set

000.00' Denotes record dimension
(000.00') Denotes field dimension

IOWA TERMINAL TITLE

Those Parcels as Recorded in the following Deeds Recorded with the Black Hawk County Recorder's Office

Book 452	Page 159
Book 524	Page 844
Book 524	Page 435
Book 448	Page 190
Book 519	Page 205
Book 527	Page 749
Book 551	Page 585
Book 503	Page 143
Book 451	Page 17

CERTIFICATION

I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly Registered Surveyor under the laws of the State of Iowa.

F. WILLIAM KING REGISTERED 8033 IOWA LAND SURVEYOR

Signature: F. William King
F. William King, L.S.

Date Aug 11, 1993 Registration No. 8033

My registration renewal date is December 31, 1993

wayne claassen engineering

BK 387 PG.
FILE NO. 3490-A
DATE PLOTTED: 8/11/93

DR MAP DATE 8/93
CK'D F.W.K.
FILENAME ZEPHYRA.DWG
REVISIONS

PLAT OF SURVEY
Part of Vacated City Streets
(Arbor Street, LaPorte Street & Front Street)

SH 1

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Bridgett Wood, Finance Director
City Clerk Department

MEETING DATE
May 18, 2026

AGENDA ITEM TITLE
Issuance of not to exceed $6,000,00.00 GO Bonds (2026A) for essential corporate purposes.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. Waterloo (181 183) - PDF Combined Hearing and Advertisement Letter of Instruction 2026B GO Bonds 2026C Taxable GO Bonds
2. Waterloo (181) - Hearing Proceedings 2026B GO Bonds (New Authority)

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 S.B. Cooper
515.246.0330
kcooper@ahlerslaw.com

May 6, 2026

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703
kelley.felchle@waterloo-ia.org

Re: Waterloo, Iowa - General Obligation Bonds

Dear Kelley:

Enclosed are proceedings for the day of the remaining public hearing on the issuance of the above-mentioned Bonds, as well as proceedings to advertise the Bonds for sale (**May 18, 2026**).

The hearing proceedings begin with the opening of the public hearings and the receipt of any oral or written objections from any resident or property owner. If any objections are received, please attach a summary of those objections to the proceedings. After the public hearings, if the Council decides not to abandon the proposal to issue the Bonds, the enclosed resolutions taking additional action on the issuance should be adopted.

Publication Requirement--Notice of Bond Sale.

The Clerk has been authorized to select a date for sale and to publish the Notice of Bond Sale, form of which is enclosed. Based on the schedule received, we understand the sale will occur on June 2, 2026. For convenience a combined Notice of Bond Sale covering both series has been provided and must be published **between May 19, 2026 and May 28, 2026**. The combined notice need only be published once to cover both sales.

The Notice of Sale includes language to permit the use of electronic bidding. You should have Speer Financial's recommendation that electronic bidding procedures be utilized for this Bond sale. Based upon this recommendation, the Iowa Code requires that the Council make a finding that the recommended procedure will provide reasonable security and maintain the integrity of the competitive bidding process and facilitate the delivery of bids by interested parties under the circumstances of the particular sale. The proceedings enclosed are prepared on the basis that the Council will agree with the recommendation and make the necessary findings.

This Resolution also approves the Official Statement and authorizes its distribution. Speer Financial prepared a draft of the preliminary Official Statement for the City. Please make sure council and other officials have reviewed the POS prior to approval.

Preparation of the Official Statement is subject to Federal Securities Law regulation. Please be certain that any facts and representations contained in the Official Statement are accurate in all material respects and not omitting any information material to the City's financial conditions, to and including the date of the delivery of the Bonds.

Please return electronic scans at your convenience. In the near future, we will send proceedings for the receipt of bids and award of sale. Please let me know if you have any questions.

Very truly yours,

AHLERS & COONEY, P.C.



Kristin Cooper
FOR THE FIRM

KBC:seb
Enclosures (via email)
cc: LeAnn Even, Deputy City Clerk, City of Waterloo, leann.even@waterloo-ia.org
Bridgett Wood, Finance Director, City of Waterloo, Bridgett.Wood@waterloo-ia.org
Kim Bahr, Financial Analyst, City of Waterloo, kim.bahr@waterloo-ia.org
Randy Bennett, Public Works Director, City of Waterloo randy.bennett@waterloo-ia.org
Nancy Higby, Administrative Secretary, City of Waterloo, Nancy.Higby@waterloo-ia.org
Noel Anderson, Planning & Zoning Director, City of Waterloo, noel.anderson@waterloo-ia.org
Maggie Burger, Speer Financial, mburger@speerfinancial.com
Charlotte Nielsen, Speer Financial, cnielsen@speerfinancial.com

4917-6434-8584-1\11310-181

ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON MAY 18, 2026

CITY OF WATERLOO, IOWA

Not to Exceed $6,000,000 General Obligation Bonds (ECP)

- Public hearing on the issuance.
- Resolution instituting proceedings to take additional action.

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

May 18, 2026

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 Dave Boesen, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed $6,000,000 General Obligation Bonds, in order to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities; the construction, reconstruction, and repair of sidewalks and pedestrian underpasses and overpasses, and the acquisition of real estate needed for such purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, reconstruction, extension and improvement of works and facilities useful for the collection, treatment, and disposal of sewage, surface waters and streams, including infrastructure improvements at the South Waterloo Business Park, for essential corporate purposes, and that notice of the proposal to issue the Bonds had been published as provided by Section 384.25 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Bonds. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Bonds and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the issuance of the Bonds to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $6,000,000 GENERAL OBLIGATION BONDS", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ _____.M. on the _____ day of _____, 2026, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $6,000,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed $6,000,000 General Obligation Bonds, for the essential corporate purposes, in order to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities; the construction, reconstruction, and repair of sidewalks and pedestrian underpasses and overpasses, and the acquisition of real estate needed for such purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, reconstruction, extension and improvement of works and facilities useful for the collection, treatment, and disposal of sewage, surface waters and streams, including infrastructure improvements at the South Waterloo Business Park, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $6,000,000 General Obligation Bonds, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 18th day of May, 2026.

_____
Dave Boesen, Mayor

ATTEST:

_____
Kelley Felchle, 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 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 meeting 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 _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(SEAL)

4906-4761-4376-1\11310-181

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Jamie Knutson, City Engineer
City Clerk Department

MEETING DATE
May 18, 2026

AGENDA ITEM TITLE
FY 2027 Sidewalk Inspection and Repair Program – Zone 5B.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving the Easement Agreement and dedication of a railroad easement by the City of Waterloo on City-owned property, located west of 3105 Airport Boulevard and north of the Canadian National Railroad, and authorizing the Mayor and City Clerk to execute said documents.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a request to approve a resolution for the dedication of a railroad easement by the City of Waterloo, on City owned property located west of 3105 Airport Boulevard and north of the Canadian National Railroad. This railroad easement is needed to construct rail spur connections that will serve International Paper's new box manufacturing facility.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

An easement for the construction, operation, and maintenance of a private railroad line over, under, upon, and across those portions of Lots 13 and 14 and Tract "K" of Midport America Park Plat No.2,

City of Waterloo, Black Hawk County, State of Iowa, described as follows:

Beginning at the Southwest corner of Lot 14; thence North 89°12'25” West along the Southern most line of Tract "K", 100.15 feet to the West line of Tract "K", said line also being the East line of Parcel "K" of the Southeast Quarter of Section 5, Township 89 North, Range 13 West; thence North 06°51'18” East along the common line 145.90 feet to the Southeast corner of a 15-foot Airport Fence Maintenance Easement; thence South 83°20'12” East 1,418.60 feet to a point on the South line of Lot 13 that is 216 feet west of the Southeastern most corner of Lot 13; thence North 89°12'25” West along the South lines of Lots 13 and 14 1,326.42 feet to the Point of Beginning containing 103,486 square feet (2.376 acres).

The South lines of Lots 13 and 14, Midport America Park Plat No.2 is assumed to bear North 89°12'25" West for this survey.

ATTACHMENTS

1. Rail Easement Agreement

Preparer: Austin J. McMahon, Lange & McMahon, PLC, 222 1st St. E., Independence, IA 50644 (319) 334-4488
Return To: International Paper Company, Attn: Real Estate Director, 6400 Poplar Avenue, Memphis, TN 38197

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is entered into as of _____, by and between the City of Waterloo, Iowa ("Grantor") and International Paper Company ("Grantee").

1. **Grant of Easements.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its employees, contractors, and agents, and Grantee does hereby accept, an easement (the "**Easement**") in, upon, over, across, and beneath the real estate (the "**Easement Premises**") depicted and described in the Plat of Railroad Easement attached hereto as Exhibit A. In connection with activities for construction, repair, maintenance, and removal of the rail bed and rail spur facilities (collectively, the "**Rail Facilities**"), Grantor does further grant to Grantee, its employees, contractors and agents, a temporary easement in, upon, over, across, and beneath such areas of Grantor's property as adjoin the Easement Premises and as may be reasonably necessary for such activities (the "**Temporary Easement Premises**"). Grantee shall submit proposed plans or drawings setting forth the Rail Facilities to the Grantor, and upon Grantor's approval, said plans or drawings shall be designated as and become Exhibit B to this Agreement.

2. **Purpose.** The Easement Premises is intended for use as a railroad spur and railroad crossing. The Easement Premises shall not be used for any other purpose without the prior written consent of Grantor. It is the intention of the parties that Grantee shall assume all responsibility for the construction, repair, maintenance, operation, and removal of the Rail Facilities in connection with the Easements granted hereunder, and that Grantor shall have no liability relating to the Rail Facilities or the Easements.

3. **Grantor Duties.** Grantor shall deliver possession of the Easement Premises to Grantee, "as is, where is", without any representation or warranty as to the condition of the Easement Premises or the suitability of same for the Rail Facilities or any related purposes. Grantor shall have no duty to prepare the Easement Premises in any way for Grantee's use. Following transfer of possession of the Easement Premises, Grantor shall have no further duty or obligation with respect to the Easement Premises.

4. **Easement Conditions.** Grantee agrees that its acceptance of the Easement and the Easement Premises is subject to each and all of the following terms, conditions, covenants, and restrictions, which are covenants running with the land:

a. Grantee will construct, maintain, repair, operate and remove the Rail Facilities on the Easement Premises in accordance with all federal, state and local laws and regulations, and a standard of reasonable care. Grantee acknowledges and agrees that its rights of use with respect to the Easement Premises and the Temporary Easement Premises are not exclusive.

b. Grantor is under no obligation whatsoever to maintain the Easement Premises or the Temporary Easement Premises in any particular state or condition.

c. Grantee shall solely bear all responsibility, cost, and expense for design, construction, repair, maintenance, operation, removal, and any other work relating in any way to the Easement, the Easement Premises, and the Rail Facilities, including but not limited to special snow-removal requirements for operation of the Rail Facilities and maintenance of insurance covering the Rail Facilities and related improvements on the Easement Premises and any activities of Grantee, the railroad, or the employees, contractors or agents of either of them. Notwithstanding the foregoing, the design of all improvements is subject to advance review and approval of Grantor, which shall not be unreasonably withheld, conditioned or delayed. Responses from Grantor for any such design elements shall be given within fifteen (15) days of receipt. Upon removal of the Rail Facilities and related improvements, Grantee shall restore the condition of the Easement Premises to its original condition, and Grantee shall provide Grantor with plans and other relevant documents or information reasonably requested by Grantor regarding said restoration.

d. Grantee shall not knowingly cause or permit any Hazardous Substance (defined below) to be brought upon, kept, or used in or about the Easement Premises or the Temporary Easement Premises in violation of applicable law by its employees, contractors, or agents. If Grantee breaches such obligation, or if contamination of the Easement Premises from Hazardous Substances is caused or contributed to by the acts or omissions of Grantee, its officers, directors, employees, contractors, or agents (a "Breaching Party") or otherwise occurs for which the Breaching Party is legally liable, then the Grantee shall indemnify,

defend, and hold Grantor harmless as provided in paragraph 4(e) below. Without limiting the foregoing, if the presence of any Hazardous Substance caused or permitted by the Breaching Party results in any contamination of the Easement Premises or the Temporary Easement Premises, Grantee shall promptly notify Grantor of such contamination and shall, at its sole expense, take all actions as are necessary to return the contaminated area to the condition existing prior to the introduction of any such Hazardous Substance; provided that Grantee shall first obtain Grantor's approval of any such action. For purposes of this Agreement, "Hazardous Substances" means any hazardous, toxic, dangerous or extremely dangerous substance, material or waste, which is or becomes regulated by the United States government, the State of Iowa, or any local governmental entity, and shall include, without limitation, any flammables, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation Recovery Act, as amended, and/or the regulations promulgated pursuant thereto.

e. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, demands, causes of action, costs, expenses or liabilities of any type or nature whatsoever, including but not limited to reasonable attorneys' fees and expenses, (each of the foregoing is a "Claim") arising from or in connection with the Rail Facilities, Grantee's use or occupation of the Easement Premises or the Temporary Easement Premises, or the activities of Grantee, its directors, officers, shareholders, employees, contractors or agents, in, upon or about the Easement Premises or the Temporary Easement Premises. Grantee further agrees to reimburse Grantor for any costs or expenses, including but not limited to court costs and reasonable attorneys' fees, which Grantor may incur in reviewing, investigating, handling, responding to, or litigating any Claim.

5. **Term of Easement; Termination.** The Easement shall commence on the date of this Agreement and shall continue in force and effect for so long as the Rail Facilities are in use. For its term, the Easement shall run with the land for the benefit of Grantee, its successors in interest and future owners of its real property abutting the Easement Premises. If Grantee abandons the Rail Facilities or fails to use them for a period of twelve (12) months or more, then, at Grantor's option, Grantor may terminate this Agreement and thereby terminate the Easement and all of Grantee's related rights of use in and to the Easement Premises and the Temporary Easement Premises. Abandonment shall be presumed if Grantee has not filed with the office of the City Engineer a notice of continued use within sixty (60) days after Grantor's written request for same. Grantee's continued use shall be established upon filing of such notice, without regard to whether Grantee has in fact continued to use the Rail Facilities. Grantor shall deliver to Grantee a written notice of Grantor's intent to terminate this Agreement and permit Grantee a period of sixty (60) days from the date of delivery of the notice in which to provide written notice to Grantor of non-abandonment, and absent such action by Grantee, Grantor may file in the public land records of Black Hawk County, Iowa, a notice of termination hereof. Following

termination, Grantor may remove the Rail Facilities and retain or dispose of same without incurring any liability to Grantee for damages, compensation, or otherwise.

6. **Notices.** Any notices hereunder shall be in writing and shall be delivered via certified mail, postage prepaid, and addressed as follows, unless a party later provides notice of an address change in the manner set forth in this Section:

If to Grantor:	City of Waterloo, Iowa Attn: City Engineer 715 Mulberry Street Waterloo, IA 50703
With a copy to:	City of Waterloo, Iowa Attn: City Attorney 715 Mulberry Street Waterloo, IA 50703
If to Grantee:	International Paper Company Attn: Real Estate Director 6400 Poplar Avenue Memphis, TN 38197
With a copy to:	International Paper Company Attn: Holly Holt, Legal Department 6400 Poplar Avenue Memphis, TN 38197

Notice shall be deemed given on the date of mailing if done by certified mail, or otherwise on the date actual notice is received. Nothing contained herein shall prevent other forms of notice if actually received by the addressee.

7. **Survival.** The indemnity provisions of this Agreement shall survive the termination of this Agreement.

8. **Miscellaneous Provisions.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors, assigns, and future property owners. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior understandings or agreements relating to the subject matter hereof, whether oral or written, and this Agreement may not be modified except by the mutual written agreement of both parties. Time is of the essence. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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

INTERNATIONAL PAPER COMPANY

By: _____

Name: W. Neely Mallory IV

Title: Director, Global Real Estate Services

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF Tennessee)
) **ss.**
Shelby **COUNTY**)

This record was acknowledged before me on May 11 2026, by W. Neely Mallory IV as Director, Global Real Estate Services of International Paper Company.

_____
Notary Public

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

This record was acknowledged before me on _____, by David Boesen and Kelley Felchle, as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____

Index Legend	
Location Description:	Lots 13 and 14 & Tract "K" Midport America Park Plat No.2 Waterloo, Iowa
Requestor:	City of Waterloo
Proprietor:	City of Waterloo
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312

Exhibit "A"

Plat of Railroad Easement

Lots 13 and 14 and Tract "K", Midport America Park Plat No.2
City of Waterloo, Black Hawk County, Iowa

Railroad Easement Description:

An easement for the construction, operation, and maintenance of a private railroad line over, under, upon, and across those portions of Lots 13 and 14 and Tract "K" of Midport America Park Plat No.2, City of Waterloo, Black Hawk County, State of Iowa, described as follows:

Beginning at the Southwest corner of Lot 14;

thence North 89°12'25" West along the Southern most line of Tract "K", 100.15 feet to the West line of Tract "K", said line also being the East line of Parcel "K" of the Southeast Quarter of Section 5, Township 89 North, Range 13 West;

thence North 06°51'18" East along the common line 145.90 feet to the Southeast corner of a 15-foot Airport Fence Maintenance Easement;

thence South 83°20'12" East 1,418.60 feet to a point on the South line of Lot 13 that is 216 feet west of the Southeastern most corner of Lot 13;

thence North 89°12'25" West along the South lines of Lots 13 and 14 1,326.42 feet to the Point of Beginning containing 103,486 square feet (2.376 acres).

The South lines of Lots 13 and 14, Midport America Park Plat No.2 is assumed to bear North 89°12'25" West for this survey.

LICENSED PROFESSIONAL LAND SURVEYOR
WILLIAM W. CASTLE 19715
IOWA

I hereby certify that this surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

William W. Castle — 1/21/2026

William W. Castle, PLS **Date**
License Number 19715
My License Renewal Date is December 31, 2025.
Pages or sheets covered by this seal : 1 & 2

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.
3. Easement area: 406,620 square feet (9.33 acres)

City of Waterloo Engineering Department
715 Mulberry Street, Waterloo, Iowa 50703
Phone: (319) 291-4312 Fax: (319) 291-4262

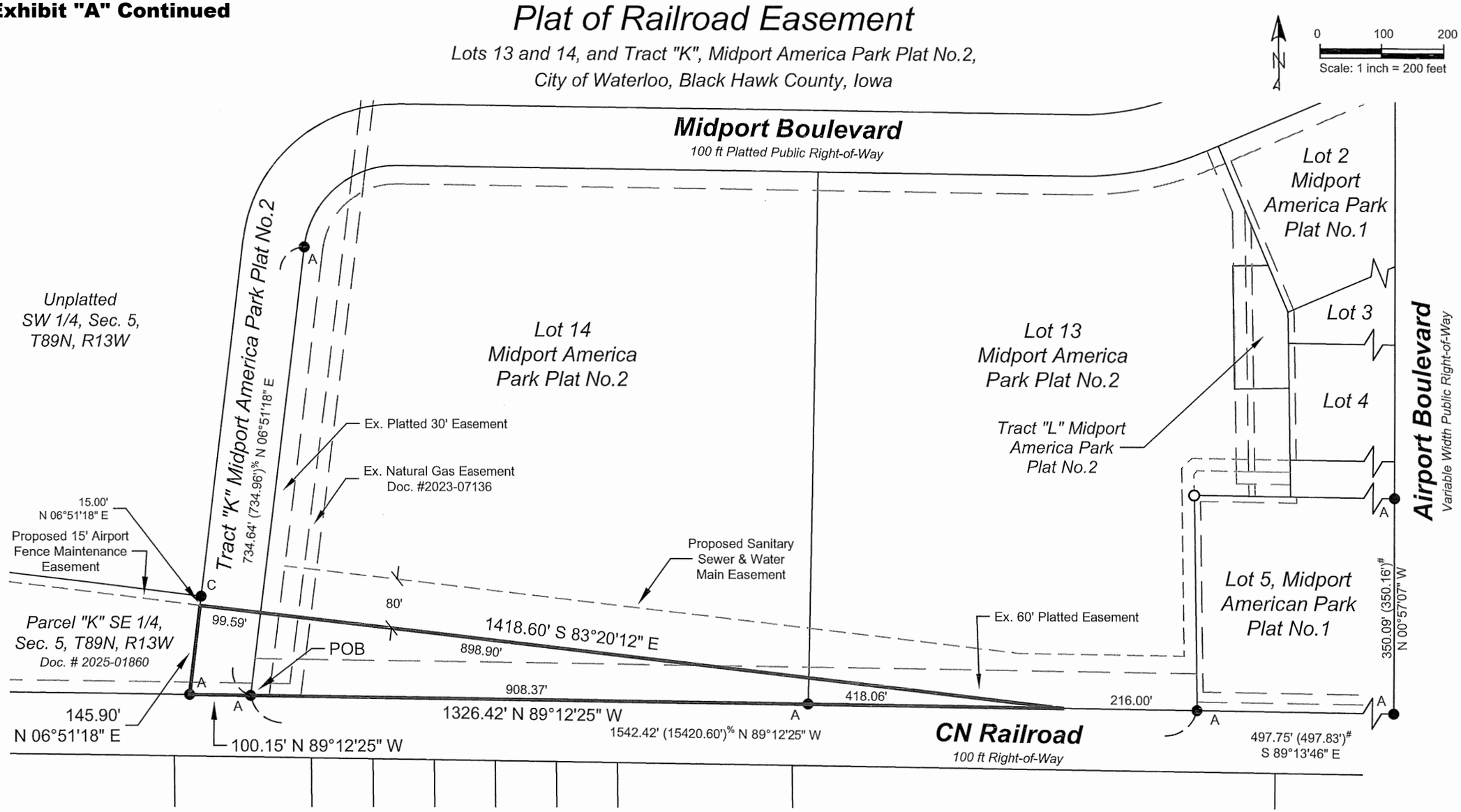
Drawn By: WWC Scale:
Field Work Date:
Date Drawn: 1-20-2026

Sheet No. 1 of 2

Exhibit "A" Continued

Plat of Railroad Easement

Lots 13 and 14, and Tract "K", Midport America Park Plat No.2,
City of Waterloo, Black Hawk County, Iowa



Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.
3. Easement area: 103,466 square feet (2.376 acres)

Plat Legend:

- ● Found Monument
- A Fd. 1/ 2" Rebar w/Yellow id cap - "Iowa 8033"
- B Fd. 1/ 2" Rebar w/out id cap
- C Fd. 5/ 8" Rebar w/Blue id cap - "Iowa 19715"
- ▲ Found Section Corner Monument
- ○ Set 5/8" x 24" Rebar w/Blue Cap "Iowa - 19715"

(123.45') Record Measurement
123.45' Field Measurement
Midport America Park Plat No.1
% Misport America Park Plat No.2

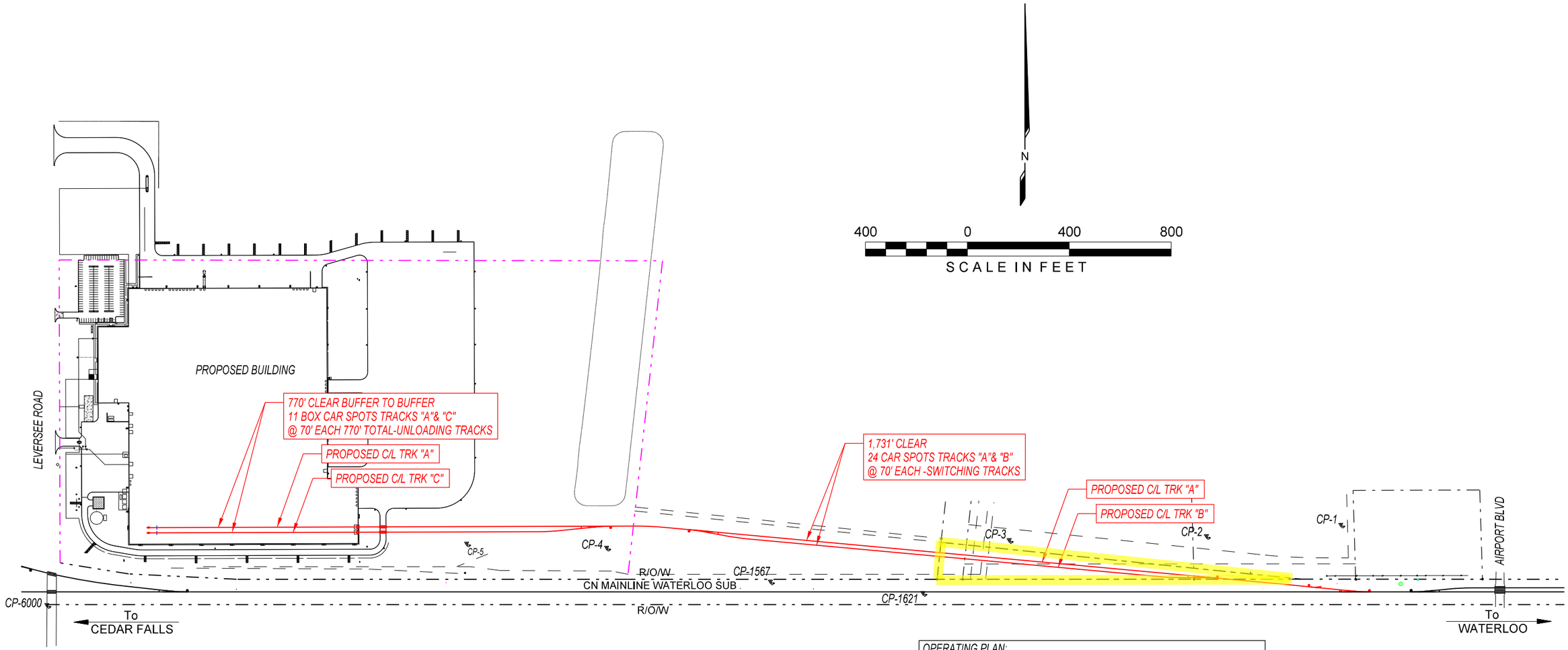
Sheet No. **2** of **2**

Drawn By: WWC Scale: 1" = 200'
Field Work Date:
Date Drawn: 1-20-2026

City of Waterloo Engineering Department
715 Mulberry Street, Waterloo, Iowa 50703
Phone: (319) 291-4312 Fax: (319) 291-4262

Return to William Castle, PLS, 715 Mulberry St, Waterloo, IA 50703 (319) 291-4312

Exhibit "B"



LEVERSEE ROAD @ GRADE CROSSING
DOT INV # 307182R, MP 281.11
FLASHING LIGHTS WITH GATES

CONTROL POINT LIST

POINT NAME	NORTHING	EASTING	ELEVATION	CODE
1	8861452.886	15460193.29	862.682	CP
2	8861423.416	15459664.40	863.566	CP
3	8861429.839	15458890.13	864.796	CP
4	8861444.932	15457309.67	867.393	CP
5	8861476.841	15456760.90	868.538	CP
1567	8861293.927	15457948.44	867.614	CP
1621	8861231.636	15458545.81	869.891	CP
60000	8861282.450	15455106.65	866.440	CP
1000001	8861282.450	15455106.65	866.440	CP

HORIZONTAL DATUM = NAD83(2011) /IOWA RCS ZONE 5 WATERLOO
VERTICAL DATUM = NAVD 88

OPERATING PLAN:
1. *CN ENTERS TRACK A WITH UP TO 22 INBOUND LOAD CARS AND DROPS THEM BETWEEN THE SWITCHES OF TRACK B.*
2. *CN PULLS UP TO 11 OUTBOUNDS FROM INSIDE THE BUILDING ON TRACK A, PULLS FORWARD TO CLEAR TRACK C SWITCH THEN BACKS INTO UP TO 11 OUTBOUNDS ON TRACK C.*
3. *CN PULLS FORWARD PLACING UP TO 22 OUTBOUND EMPTY ON TRACK B AND UNCOUPLES.*
4. *CN LIGHT ENGINES PULLS FORWARD TO CLEAR TRACK B SWITCH THEN BACKS INTO THE INBOUND LOAD CARS ON TRACK A.*
5. *CN SPOTS UP TO 11 INBOUND LOAD CARS INSIDE THE BUILDING ON TRACK A, PULLS FORWARD TO CLEAR TRACK C SWITCH THEN SHOVES UP TO 11 INBOUND LOAD CARS INSIDE THE BUILDING ON TRACK C.*
6. *CN LIGHT ENGINES PULLS FORWARD THROUGH TRACK A TO CLEAR THE EAST TRACK B SWITCH, BACKS INTO THE OUTBOUND CARS ON TRACK B AND DEPARTS.*

AIRPORT BLVD @ GRADE CROSSING
DOT INV # 307181J, MP 280.03
FLASHING LIGHTS

VIA RAIL ENGINEERING
viarailengineering.com
14727 Maribel Road
PO Box 137
Maribel, Wisconsin 54227
Direct Line:920-279-7935
Corporate HQ: 920-367-2000

REV. #	BY	DATE	DESCRIPTION

LEGEND:
- EXISTING TRACK
- PROPOSED RAILROAD OWNED TRACK
- PROPOSED INDUSTRY OWNED TRACK
- SHIFTED TRACK
- REMOVED TRACK
- FUTURE TRACK
- MAPPED RIGHT OF WAY
- EXISTING GROUND

DRAWN BY: DB
CHECKED BY: JC
DATE: 3/4/2026
SCALE: AS NOTED

MILLER VALENTINE CONSTRUCTION

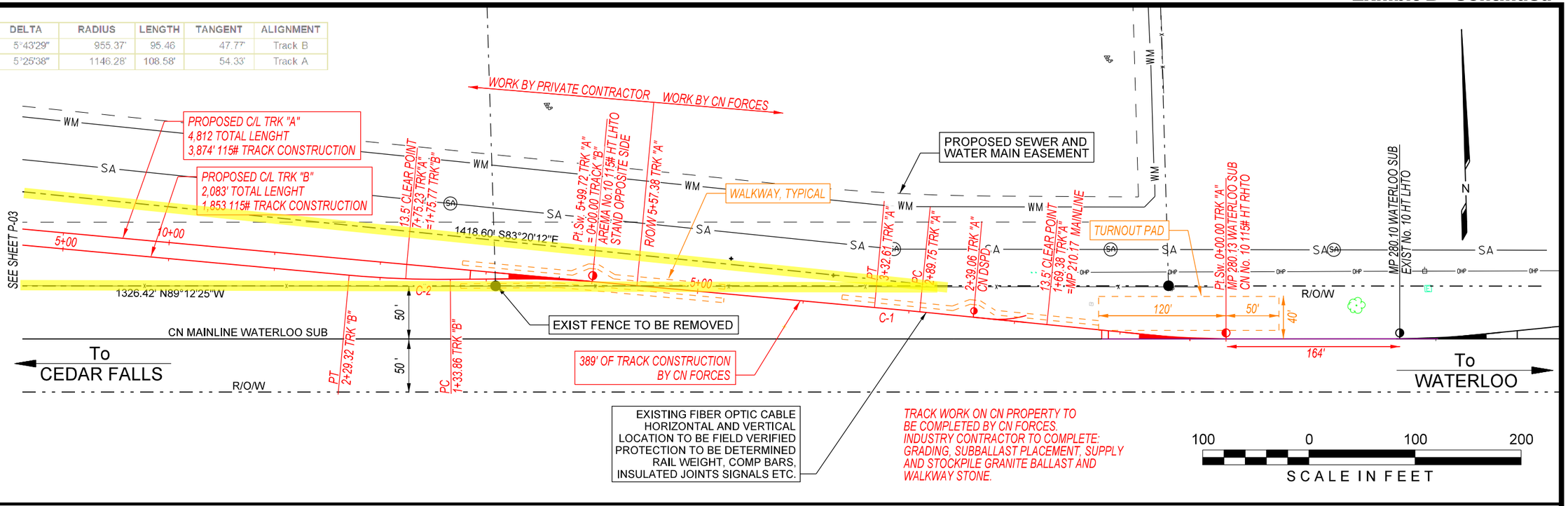
REVISIONS
DATE | BY
APPROVALS

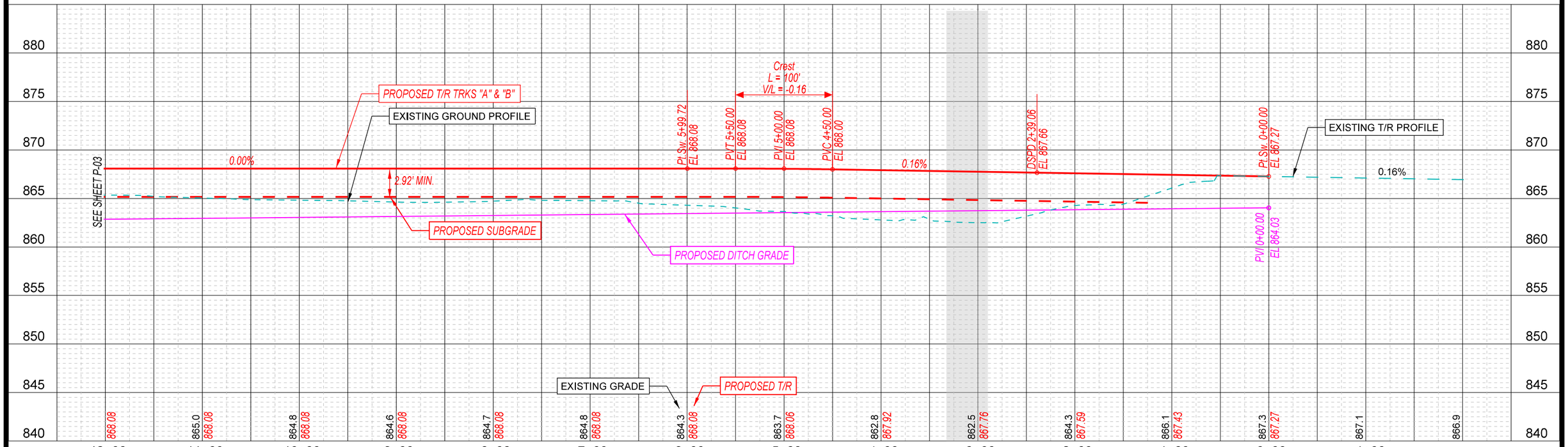
CN SOUTHERN REGION
CHICAGO CENTRAL & PACIFIC RR
CENTRAL DIVISION
WATERLOO SUB.
WATERLOO IOWA

TRACKAGE TO SERVE: PROJECT BLACKHAWK
OFFICE OF DESIGN & CONSTRUCTION
SHEET P-01 (3 of 17)
OVERALL SITE PLAN
DWG. NO: CDESN
FILE: 25MILLER01

3/4/2026
rrisch

NO.	Dc	DELTA	RADIUS	LENGTH	TANGENT	ALIGNMENT
C2	6°00'00"	5°43'29"	955.37'	95.46	47.77'	Track B
C4	5°00'00"	5°25'38"	1146.28'	108.58'	54.33'	Track A





3/4/2026

jrsch

VIA RAIL ENGINEERING
viarailengineering.com
14727 Maribel Road
PO Box 137
Maribel, Wisconsin 54227
Direct Line:920-279-7935
Corporate HQ: 920-367-2000

REV. #	BY	DATE	DESCRIPTION

LEGEND:
- EXISTING TRACK
- PROPOSED RAILROAD OWNED TRACK
- PROPOSED INDUSTRY OWNED TRACK
- SHIFTED TRACK
- REMOVED TRACK
- FUTURE TRACK
- MAPPED RIGHT OF WAY
- EXISTING GROUND

DRAWN BY: DB
CHECKED BY: JC
DATE: 3/4/2026
SCALE: AS NOTED

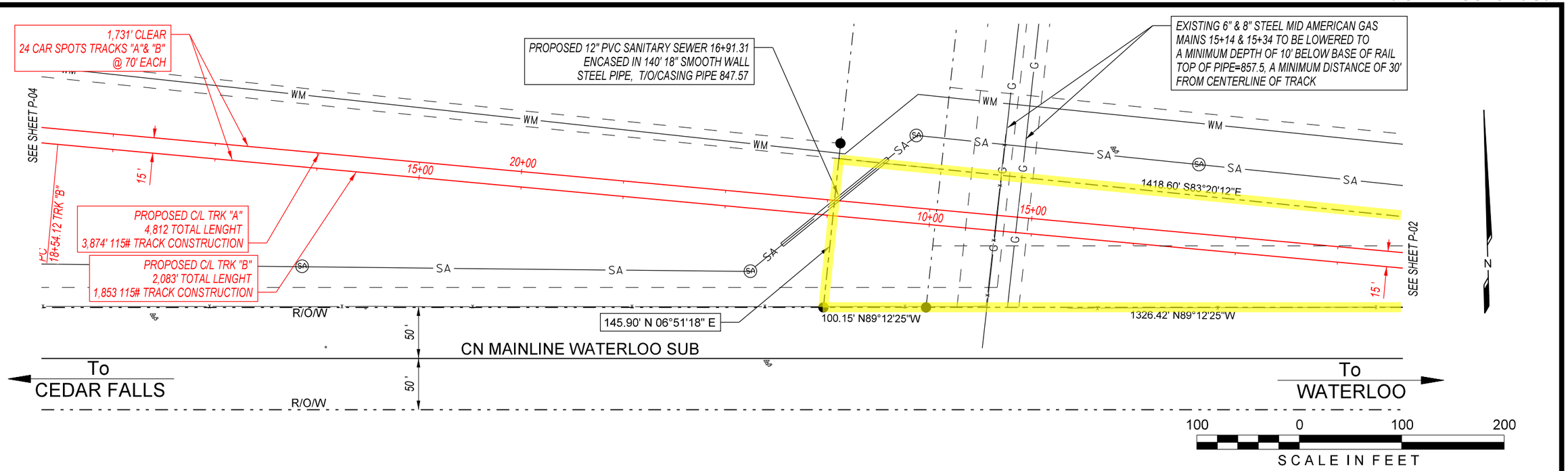
MILLER VALENTINE CONSTRUCTION

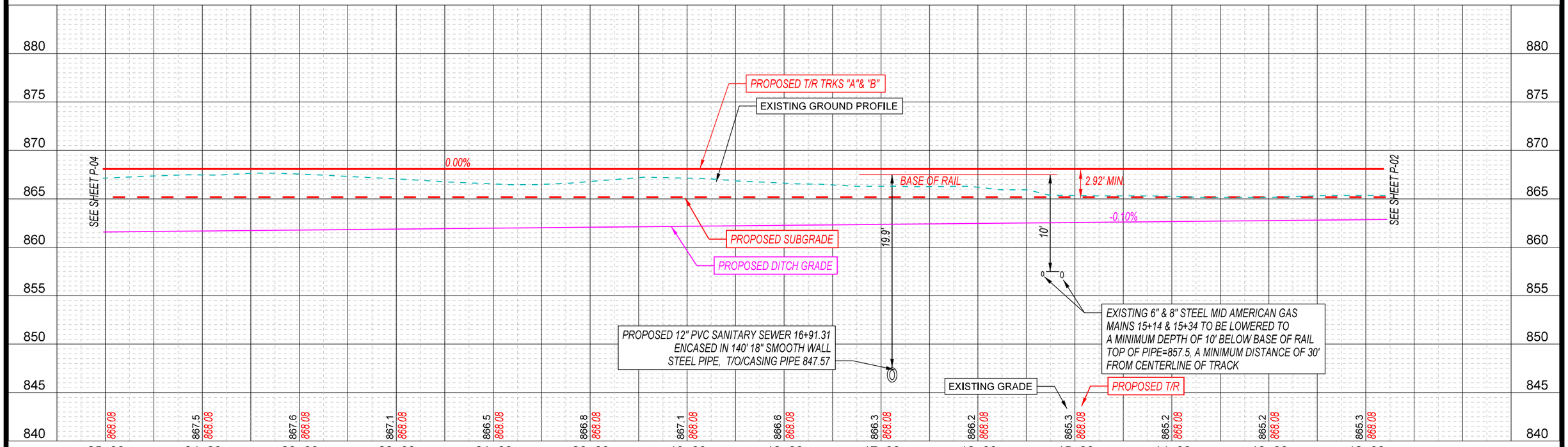
REVISIONS
DATE | BY
APPROVALS

SOUTHERN REGION

CHICAGO CENTRAL & PACIFIC RR
CENTRAL DIVISION
WATERLOO SUB.
WATERLOO IOWA

TRACKAGE TO SERVE: PROJECT BLACKHAWK
OFFICE OF DESIGN & CONSTRUCTION
TRACK "A" PLAN AND PROFILE
SHEET P-02 (4 of 17)
DWG. NO: CDESN
FILE: 25MILLER01





VIA RAIL ENGINEERING
viarailengineering.com
14727 Maribel Road
PO Box 137
Maribel, Wisconsin 54227
Direct Line:920-279-7935
Corporate HQ: 920-367-2000

REV. #	BY	DATE	DESCRIPTION

LEGEND:
- EXISTING TRACK
- PROPOSED RAILROAD OWNED TRACK
- PROPOSED INDUSTRY OWNED TRACK
- SHIFTED TRACK
- REMOVED TRACK
- FUTURE TRACK
- MAPPED RIGHT OF WAY
- EXISTING GROUND

DRAWN BY: DB
CHECKED BY: JC
DATE: 3/4/2026
SCALE: AS NOTED

MILLER VALENTINE CONSTRUCTION

REVISIONS
DATE | BY

APPROVALS

SOUTHERN REGION

CHICAGO CENTRAL & PACIFIC RR
CENTRAL DIVISION
WATERLOO SUB.
WATERLOO IOWA

TRACKAGE TO SERVE: PROJECT BLACKHAWK
OFFICE OF DESIGN & CONSTRUCTION
TRACK "A" PLAN AND PROFILE

SHEET P-03 (5 of 17)
DWG. NO: CDESN
FILE: 25MILER01

3/4/2026
jrsch

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving an Assignment and Assumption of Development and Minimum Assessment Agreement with ET Enterprises Corporation, originally executed January 20, 2026, to change the name of the company to St. John's Development, LLC, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

ET Enterprises Corporation is requesting approval of an Amendment to the Development Agreement approved on January 20, 2026, to allow for the Development Agreement to be assigned to St. John's Development LLC. St. John's Development LLC is the project entity that is receiving the funding and developing the property. The amendment is required for the financing of the project prior to the Closing Date.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Assignment & Assumption of Development Agreement (ET Enterprises and St John's Development LLC) Signed
2. Development Agreement - ET Enterprises Corporation & City of Waterloo, Iowa
3. St. Johns Site Letter Update 5-13-26

Prepared by Austin J. McMahon, Lange & McMahon, PLC, Independence, IA 50644 319-334-4488
Return To: ATTN: Community Planning & Development, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703.

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT AND MINIMUM ASSESSMENT AGREEMENT

This Assignment and Assumption of Development Agreement (the "Agreement") is entered into as of _____, 2026, by and between ET Enterprises Corporation ("Assignor"), St. John's Development, LLC ("Assignee"), and the City of Waterloo, Iowa ("City").

RECITALS

A. On or about January 20, 2026, Assignor and City entered into a Development Agreement ("DA") and Minimum Assessment Agreement ("MAA"), recorded on January 28, 2026, with the Black Hawk County Recorder as Doc. No. 2026-01240.

B. Assignor desires to assign its rights and obligations under the DA and MAA to Assignee, and Assignee desires to accept such assignment and to adhere to the terms and provisions of the DA and MAA as though it was an original party thereto in the place of Assignor.

AGREEMENT

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

1. **Assignment and Acceptance; Assumption of Rights and Obligations.** ET Enterprises Corporation, Assignor, hereby assigns and transfers its right and obligations under the DA and MAA to St. John's Development, LLC, Assignee. Assignee accepts said assignment, and furthermore acknowledges and agrees that it is assuming the obligations of Assignor as set forth in the DA and MAA and that it shall be bound by the terms and provisions of the DA and MAA, including the rights and obligations set forth therein, as though it was the original party to the DA and MAA in the place of Assignor.

2. **Voluntary Relinquishment of Rights, Incentives, and/or Benefits.** Assignor acknowledges and agrees that it is voluntarily waiving and relinquishing any and all rights, incentives, and/or benefits set forth in the DA, including but not limited to, any grants, rebates, and tax abatement(s).

3. Consent by City. City hereby consents to and approves this Agreement and the terms herein.

4. Notice to Assignor. For purposes of Section 15 of the DA (titled "Notices"), the contact information for Assignee with respect to the delivery or transmittal of notices under the DA shall be:

JOHN A. RICHTER, 620 Lafayette Street, Suite 300, Waterloo, Iowa 50703

5. **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.

6. **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.

[signatures on next page]

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

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

ET ENTERPRISES CORPORATION
(Assignor)

By: _____

Apham Nnaji
Name: _____

Title: President and CEO

ST JOHN'S DEVELOPMENT, LLC (Assignee)

By: _____

Apham Nnaji
Name: _____

CEO
Title: _____

2026-01240
RECORDED: 01/28/2026 02:35:47 PM
RECORDING FEE: $77.00
REVENUE TAX: $
COMBINED FEE: $77.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

Preparer: Austin J. McMahon, 222 1st St. E., Independence, IA 50644 (319) 334-4488
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 January 20, 2026, by and between ET Enterprises Corporation ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. Company is willing and able to finance and rehabilitate 19 residential units and additional commercial space in buildings located at 1729 Mulberry Street, Waterloo, Iowa (the "Property"), legally described as set forth on Exhibit "A" attached hereto.

B. 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. City believes that rehabilitation of the Property is in the best interests of the City and in accordance with the public purposes and provisions of the 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. **Property Preparation.** Company is the owner or will become the owner of the Property. Company shall, at its own expense, remove and properly dispose of debris, and otherwise prepare the Property for renovation.

2. **Condition Precedent.** If J & R Real Estate Holdings, LLC, does not enter into a mutual termination or rescission of the Development Agreement that it entered into with City (dated June 3, 2024, and recorded with the Black Hawk County Recorder as Doc. No. 2024-16425) within five (5) months of the date of this Agreement, then this Agreement shall become null and void, and the City shall have no obligation to Company in connection with this Agreement, including but not limited to, any legal or equitable

obligation to reimburse Company for any costs expended by Company or to compensate Company for any value added to the Property.

2. **Improvements by Company.** Company shall (a) remove and properly dispose of all debris and unwanted personal property, (b) rehabilitate the existing structure on the Property to produce 19 units for multi-family residential purposes, a day care center, and an events center, and (c) make other improvements to the buildings and grounds (collectively, the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement and with all applicable City, state, and federal building codes, shall comply with all applicable City ordinances and other applicable law, and shall be of a scope and scale as described in Company's plans submitted to City. 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 other work to make the project site usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project."

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to cause the Project to be undertaken and to rehabilitate the Property in a timely manner constitutes a material inducement for the City to extend the development 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 obtain a building permit and begin the work no later than six (6) months from the date that the Property is conveyed to it (the "Start Date") and shall Substantially Complete rehabilitation of the buildings and all units no later than fourteen (14) months from the date that the Property is conveyed to it (the "Project Completion Date"). For purposes of this Agreement, "Substantially Complete" means the date on which the rehabilitation Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and City has also verified that any Project element for which no permit was necessary has been Substantially Completed.

If Company does not Substantially Complete construction of the Improvements on the schedule stated above, then City may terminate this Agreement as set forth in Section 10, and City shall then have no further obligation under this Agreement. In any circumstance where Company's progress on the Project fails to meet the schedule stated above, then 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 to begin or Substantially Complete 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.

4. **City Incentives.** City agrees to provide the following assistance to facilitate the Project:

A. Grants. As provided in the City's infill housing policy, City will pay Company a grant of $5,000.00 for each apartment unit completed for a maximum total incentive of $95,000.00, payable within ninety (90) days after City has verified that the Improvements have been Substantially Completed.

B. Tax Abatement. Because the Property is located in a designated Consolidated Urban Revitalization Area (CURA), the Property is eligible for tax exemption consistent with and to the extent provided for in Iowa law, provided that Company meets all requirements to qualify for such exemption.

5. **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 $2,250,000.00 (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.

6. **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.

7. **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 operating agreement 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.

8. **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. Until the Improvements have been 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.

B. 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 where 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.

C. During construction of the Improvements and thereafter until the MAA termination date, 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 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 companies engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

E. Until the MAA termination date, 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. 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 and completed Improvements as stated in the MAA and any amendments thereto 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 rehabilitation and 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 and any amendments thereto.

G. Until the MAA termination date 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 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.

9. **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 Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. 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;

C. 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.

D. 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.

10. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, 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 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.

11. **Indemnification.** 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 Project site 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 Project site 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. The provisions of this Section shall survive the expiration or termination of this Agreement.

12. **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.

13. **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.

14. **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.

15. **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, fax number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 11039 Bell Oaks Estate Road, Eden Prairie, Minnesota 5534, Attention: Apham Nnaji (CEO).

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.

16. **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.

17. **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.

18. **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.

19. **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.

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

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

22. **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.

23. **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: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

ET ENTERPRISES CORPORATION

By: _____
Apham Nnaji, CEO

EXHIBIT "A"

Legal Description of Property

Lot 7, except the North 51 feet of the East 95 feet thereof, and Lot 8, except that part thereof contained in the parcel depicted in Plat of Survey Doc. #2014-18424; all in Block 4 in Zollinger's Addition to Waterloo, Iowa.

AND

Lots 1, 2 and 3 in Block 5 in Alford's Addition to the City of Waterloo, Iowa.

AND

Lot 1 in Auditor's Plat number 8, Waterloo, Iowa, except that part thereof contained in the parcel depicted in Plat of Survey Doc. #2014-18424.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of January 20, 2026, by and among the CITY OF WATERLOO, IOWA ("City"), ET ENTERPRISES CORPORATION ("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 a property within a designated urban revitalization area of the City, 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 § 404.3C, 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 $2,250,000.00 (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, 2026 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,

2036. 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 § 404.3C 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: _____
David Boesen, Mayor

By: _____
Kelley Felchle, City Clerk

ET ENTERPRISES CORPORATION

By: _____
Apham Nnaji (CEO)

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

On this 23 day of January, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared David Boesen 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.

NOTARIAL SEAL IOWA
BRITNI C PERKINS
COMMISSION NO. 845529
MY COMMISSION EXPIRES
JANUARY 27, 2026

_____
Notary Public

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

Subscribed and sworn to before me on 1/12/, 2026 by Apham Nnaji as CEO of ET Enterprises Corporation.

JEREMY E KIENITZ
Notary Public
Minnesota
My Commission Expires
Jan 31, 2030

_____
Notary Public

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 upon completion of the improvements to be made on it, certifies that the actual value assigned to the land and improvements upon completion shall not be less than Two Million Two Hundred Fifty Thousand and 00/100 Dollars ($2,250,000.00) 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

1-28-26
Date

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

Subscribed and sworn to before me on 1-28, 2026 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

NOTARIAL SEAL IOWA
TARA JOHNSON
Commission Number 767467
My Commission Expires
April 5, 2026

Notary Public

[5-13-26]

City of Waterloo City Council
City of Waterloo, Iowa
715 Mulberry Street
Waterloo, Iowa 50703

Dear Members of the Waterloo City Council,

On behalf of ET Enterprises Corporation, I would like to provide an official update regarding the progress of the St. John's Historical Village redevelopment project located in Waterloo, Iowa.

Construction activities for the rehabilitation and redevelopment of the historic St. John's property officially began on February 9, 2026, with site cleanup, abatement removal, mold remediation, and underground oil tank removal. From the beginning of this project, the health and safety of the surrounding community, future tenants, contractors, and visitors have remained the highest priority throughout every phase of construction and rehabilitation.

We are pleased to report that the project remains on course for a projected completion date of January 12, 2027, barring any unforeseen material delays or interruptions that can sometimes occur during historic rehabilitation projects of this scale and complexity.

Significant progress has already been made on multiple phases of the development, including:

- Huff Contracting is currently completing the installation and restoration of three separate roof systems associated with the historic phases of the building constructed in 1924, 1927, and 1963. Roofing work is currently approximately 90% complete.
- Asbestos abatement and environmental remediation are approximately 90% complete.
- Interior demolition work is approximately 95% complete where historical preservation standards allow modifications.
- Grinding and restoration of the original-colored concrete floors within the chapel area is 100% complete.
- Restoration work on the 1924 school section is scheduled to begin next week.

- The 1927 building section contains original wood flooring systems, with approximately 50% of the floor joists identified for repair and reinforcement.
- New wall framing throughout the project is currently approximately 20% complete.

As of today, ET Enterprises Corporation has invested approximately $872,480 into the rehabilitation effort. The total projected investment into the St. John's Historical Village project is $6,570,290.42.

This project represents a substantial private investment into the City of Waterloo and the surrounding neighborhood, creating both economic impact and long-term community value. ET Enterprises Corporation is committed not only to preserving an important historic structure, but also to revitalizing the area through quality housing, childcare services, community gathering space, construction employment opportunities, and neighborhood reinvestment.

Upon completion, St. John's Historical Village will include:

- Heritage Hall — a beautifully restored 4,200-square-foot community center designed for events, programming, and neighborhood engagement.
- A 7,000-square-foot childcare center serving families within the Waterloo community.
- Nineteen affordable housing units consisting of one-bedroom, two-bedroom, and efficiency apartments.

In addition, the official project website is now live at:

www.stjohnshv.com

The website will continue to provide regular project updates, construction progress photos, and interviews with local residents and community members connected to the history and future of St. John's Historical Village.

ET Enterprises Corporation appreciates the continued support and partnership from the City of Waterloo and looks forward to delivering a development that preserves history while creating lasting opportunities for the community for generations to come.

Respectfully,

Apham Nnaji

ET Enterprises Corporation

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving a Development Agreement with New Era Rentals, LLC, for the rehabilitation of the home at 1303 W. 4th Street located in the Church Row Neighborhood, including a grant of $7,500.00, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

New Era Rentals has rehabbed the home at 1303 W 4th Street and returned it to a single-family owner-occupied home. The property is located within the Church Row Neighborhood, therefore New Era Rentals is requesting a $7,500 grant for rehabilitation of the home. The project has added a renovated owner-occupied home to the historic Church Row Neighborhood and therefore contributes to the Elevate Housing Initiative approved by the City Council.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Infill Housing bonds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

The Northwesterly 60 feet of Lot 5 in Block 1 in Cole’s Addition to Waterloo, Iowa.

ATTACHMENTS

1. Signed New Era Rentals DA
2. Before Photos
3. After Photos
4. 1303 W 4th Street Shipman

Preparer: Austin J. McMahon, Lange & McMahon, PLC, 222 1st St. E., Independence, IA (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 this 22, day of April 2026, by and between New Era Rentals, LLC ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. Company is willing and able to finance certain improvements or rehabilitation ("Improvements" or "Project") as provided in this Agreement on certain property that is addressed as 1303 W 4th Street and is legally described in "Exhibit A" (referred to as the "Property").

B. City considers infill residential development or rehabilitation within the City to be a benefit to the community and is willing, in furtherance of promoting the overall good and welfare of the community, to provide financial incentives to encourage and facilitate the same. City believes that such development is in the vital and best interests of the City and is in accordance with the public purposes and provisions of applicable State and local laws and requirements

AGREEMENT

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

1. **Improvements by Company.** Company acknowledges that it has had a reasonable opportunity to inspect the Property and to conduct other due diligence related to the Project. Company agrees to accept the Property in its "as is" condition, without any warranty from City, expressed or implied, as to its condition, its marketability, or its fitness for any particular purpose. The Company, at its own cost and expense, shall rehabilitate or construct a single-family dwelling on the Property to a finished state, including sidewalk, and shall be responsible for removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (construction and finishing as so described are referred to collectively as the "Improvements" or the "Project"). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes, and shall comply with all applicable City ordinances and other applicable law. Company shall submit specific plans, building designs, and site plans for City review and approval before the undertaking the Improvements and shall not substantially deviate from such plans, specifications, or designs.

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.

2. **Timeliness of Improvements; Unavoidable Delays.** The parties agree that Company's commitment to perform 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 do so.

A. Deadlines. Subject to Unavoidable Delays (defined below), Company must obtain all applicable permits and Substantially Complete the Improvements within fourteen (14) months from the date of this Agreement. The term "Substantially Complete" means that the Improvements have been completed to the extent required or necessary in order for the City to issue a certificate of occupancy relating thereto and the City has verified that Improvements or Project elements for which no permit was necessary have been substantially completed. 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 any phase of the Improvements. Any additional or longer time extensions will require consent of the City Council.

B. Events Triggering Termination. If Company does not begin or Substantially Complete construction of the Improvements on the schedule stated above, subject to Unavoidable Delays, then City may terminate this Agreement, and City shall then have no further obligation to Company under this Agreement.

C. Unavoidable Delays. 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, inclement weather, winter conditions, 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.

3. **Indemnity.** Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, cost, expense, liability or injury made, suffered, or incurred as a result of or in connection with the Project, or 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 Target 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 attorney's 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.

4. **City Incentives.**

A. Rehabilitation Incentive. City will pay a rehabilitation incentive to Company in the amount of $7,500.00 within six (6) months of the substantial completion of the Improvements.

5. **Utilities.** To the extent applicable, Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services from street

right of way to any location on the Project Property and for payment of any associated connection fees.

6. **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 Target Property or any part thereof for any purpose except in connection with financing of the Improvements. Any other mortgage shall be void.

7. **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 Improvements or Project, whether in whole or in part, to any other person or entity without the prior written consent of City, which said consent may be provided by the City's Community Planning and Development Director.

8. **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. Until the Improvements have been 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.

B. 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 where 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.

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.

9. **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.

10. **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 operating agreement 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.

11. **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 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, the Target Property, or this Agreement, without the prior written consent of City, except as expressly authorized by this Agreement;

C. 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;

D. 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 Target Property; or

E. 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.

12. **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 Target Property 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.

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 Project Property arising after Company's acquisition of the Target Property 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 on or about the Project 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 Target Property and the construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project or Company's failure to carry on or complete same.

C. The indemnification obligations under this Section shall include attorneys' fees and expenses incurred by any indemnified party. The provisions of this Section shall survive the expiration or termination of this Agreement.

14. **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.

15. **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.

16. **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.

17. **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, Attention: Mayor, with copies to the Community Planning and Development Director.

(b) if to Company, New Era Rental, LLC

Name of Contact: Chad Shipman

Address: 215 E 4th St, Waterloo, IA 50703

Delivery or service of notice shall be deemed complete upon any of the following: (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, or (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid. A party may change the address for giving notice by any method set forth in this Section.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

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

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

25. **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.

26. **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: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

NEW ERA RENTALS, LLC

By: _____

Name: Chad Shipman Agent

Title: President / Owner

EXHIBIT A

Description of Property

The Northwesterly 60 feet of Lot 5 in Block 1 in Cole's Addition to Waterloo, Iowa.

Locally Known As: 1303 W 4th St, Waterloo, Iowa 50702

Parcel No.: 891326359005

































Elevate Housing 2.0 Policy for rehabilitation of units:

a. *Rehabilitation on eligible Infill Sites*

   i. *$5,000 per unit on a case-by-case basis*

   ii. *$7,500 per unit in Targeted Areas, on a case-by-case basis*

The City Council will review all requests for assistance for rehabilitation. Key determining factors:

- *If the site is in a Targeted Area – is the project rehabilitation in accordance with the larger planning efforts for neighborhood revitalization*
- *If the site is not in a Targeted Area*
  - *is the site worthy of 657A action*
  - *has it been abandoned*
  - *has it been vacant for an extended period of time*
  - *is it in deteriorating condition*
  - *is it better for demolition*
  - *owner /history of deterioration of structure*

Staff review

Questions/criteria:	Staff notes
Is the Site in a Target Area?	Yes, Church Row Neighborhood
Is the site worthy of 657A?	Yes, home was dilapidated. Band aid fixes completed since 2020
Has it been abandoned?	New Era bought it as a property in near disrepair and blighted slum property
Has it been vacant for an extended period of time?	The property was never vacant. The utilities were never shut off from the home. New Era Rentals had affordable housing tenants in the home from 2020 until is was rehabbed in 2025.
Is it in deteriorating condition?	Yes
Is it better for demolition?	No
Owner/history of deterioration of structure	New Era bought it in disrepair in 2020 and made band aid fixes before completing rehabbing and turning into an owner occupied home in 2025.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	May 18, 2026

AGENDA ITEM TITLE

Resolution approving an Amendment to Development Agreement with Cedar River Renaissance LLC, dated August 5, 2024, to amend the timeline of the project for 203 and 207 Lafayette Street, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Cedar River Renaissance is requesting approval of an Amendment to the Development Agreement dated August 5, 2024 to change the timeline of construction for Phase I and Phase II. The developer used State Historic Tax Credits for the Phase I project, which delayed the project. Therefore, they are requesting to extend the completion deadline to May 31, 2026.

The developer is evaluating an option to include the property formerly known as 207 Lafayette St, into the overall Franklin Gateway project. The Franklin Gateway project will follow the timeline set forth by the Workforce Housing Tax Credits. Therefore, the developer is requesting an amendment to the Development Agreement to allow for a start date of no later than June 1, 2028, and completion date of no later than December 31, 2028.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Cedar River Renaissance Signed DA Amendment 1
2. Cedar River Renaisance LLC - DA and MAA (RECORDED) - 8.5.2024

Prepared by Austin J. McMahon, Lange & McMahon, PLC, Independence, IA 50644 319-334-4488
Return To: ATTN: Community Planning & Development, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703.

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of May 6, 2026 by and between Cedar River Renaissance LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to a certain Development Agreement dated August 5, 2024, (the "DA"), concerning the development of property as described in the Agreement, and filed in the land records of Black Hawk County as Doc. No. 2024-21128.

B. The parties desire to amend the DA to modify the terms as set forth in this Amendment.

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

1. Section 5(A) of the DA is hereby amended to strike "March 31, 2025" and replace it with "May 31, 2026," such that the Phase I Completion Deadline is May 31, 2026.

2. Section 5(A) of the DA is hereby amended to strike "June 1, 2026," and replace it with "June 1, 2028," such that the Phase 2 Start Date is June 1, 2028.

3. Section 5(A) of the DA is hereby amended to strike "December 31, 2026," and replace it with "December 31, 2028," such that the Phase 2 Completion Deadline is December 31, 2028.

4. Except as modified herein, the DA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined will have the same meanings herein that are ascribed to them in the DA. This Amendment may be executed in multiple counterparts. The DA and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

CEDAR RIVER RENAISSANCE LLC

By: _____
Cody Vanasse, Managing Member

2024-21128
RECORDED: 10/01/2024 03:34:54 PM
RECORDING FEE: $137.00
REVENUE TAX: $
COMBINED FEE: $137.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

*City of Waterloo.

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 August 5, 2024, by and between Cedar River Renaissance 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, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area ("Urban Renewal Area").

B. Company is willing and able to finance and rehabilitate a duplex located at 203 Lafayette Street, Waterloo, Iowa (the "Property") and to finance and construct a new duplex on an abutting lot owned by City (the "City Property"). The Property and the City Property are legally described as set forth on Exhibit "A" attached hereto.

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 rehabilitation of the Property and new residential construction is in the 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. **Property Preparation.** Company is the owner of the Property. Company shall, at its own expense, remove and properly dispose of debris, and otherwise prepare the Property for renovation.

2. **Sale of City Property; Title.** Subject to the terms of this Agreement, within ninety (90) days after approval of this Agreement by the city council, City shall convey the City Property to Company for the sum of $5,000.00 (the "Purchase Price"). Conveyance by City 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) current and future real estate real property taxes and assessments subject to the agreements made herein; (c) general utility and right-of-way easements serving the City Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. Company 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. 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. To assist in title review, City shall provide any title documents it has in its possession, including any abstracts.

3. **Improvements by Company; Phased Project.** The parties contemplate that Company may develop the Property and City Property in phases, each of which is generally described as set forth below. The improvements relating to each separate phase are referred to as the "Phase 1 Improvements" and "Phase 2 Improvements," as applicable, and all such improvements are collectively referred to as the "Improvements."

A. Phase 1 Improvements. Company shall (a) remove and properly dispose of all debris and unwanted personal property from the structure, (b) rehabilitate the existing structure on the Property to a finished state for a residential duplex, and (c) make other improvements to the buildings and grounds including but not limited to grassing and/or landscaping.

B. Phase 2 Improvements. Company agrees to accept the City Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the City Property, its marketability, or its fitness for any particular purpose. Company shall construct on the City Property a new duplex residence as further described and depicted in Exhibit "B" attached hereto. The Phase 2 Improvements shall be completed to a finished state, including installation of paved driveway, sidewalk, removal of all construction debris, proper leveling or shaping of groundscape and grassing and/or landscaping.

C. Standards. The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Company shall submit specific building designs and site plans for City

review and approval before the commencement of construction and shall not substantially deviate from such plans, specifications or designs. 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 City Property, the Improvements, and all site preparation and development-related work to be undertaken and completed by Company under this Agreement are collectively referred to as the "Project."

4. **Construction Plans.** Company agrees that it will cause the Phase 2 Improvements to be constructed on the Property in substantial conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and scale of the Phase 2 Improvements to be constructed shall not be materially less than the scope and scale of such 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 all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (c) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Phase 2 Improvements, and (d) 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 Plans or 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 Plans or Modified Plans in whole or in part, Company shall submit new or corrected Plans or Modified Plans within thirty (30) days after City delivers to Company a written notification that specifies how Company's Plans or Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Plans or Modified Plans shall continue to apply until they have been approved by the City; provided, however, that in any event Company shall submit Plans or Modified Plans which are approved by City prior to commencement of construction of 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 do so.

A. Deadlines to commence and complete. Company must obtain a building permit before it begins construction of the Phase 1 Improvements and must Substantially Complete construction by March 31, 2025 (the "Phase 1 Completion Deadline"). Company must obtain a building permit and begin construction of the Phase 2 Improvements by June 1, 2026 (the "Phase 2 Start Date") and must Substantially Complete construction of Phase 2 Improvements by December 31, 2026 (the "Phase 2 Completion Deadline"). For purposes of this Agreement, "Substantially Complete" means the date on which the phase 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 satisfactorily completed. All deadlines are subject to Unavoidable Delays as defined in paragraph B below. 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 any phase of the Improvements. Any additional or longer time extensions will require consent of the City Council.

B. Events triggering termination and/or reverter of title. If Company does not begin the Project or Substantially Complete construction of the Improvements on the schedule(s) stated above, subject to Unavoidable Delays, then City may terminate this Agreement as set forth in Section 20, and City shall then have no further obligation to Company under this Agreement. 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. As promptly as possible, Company shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended. If City terminates this Agreement as provided in Section 20, City shall have no further obligations to Company under this Agreement, including but not limited to any legal or equitable obligation to reimburse Company for any costs expended by Company with respect to the Project, or to compensate Company for any value added to the City Property by any Improvements, or to refund the Purchase Price in whole or in part. In connection with termination of the Agreement as set forth herein, City may demand

reconveyance of the City Property in addition to exercising any other available remedies.

6. **Reverter of Title; Indemnity.** In the event of any reverter of title hereunder, then 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 City Property, free and clear of any lien, claim, charge, security interest, mortgage or 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 City 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 after 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 or other documents required by this Section, and for such limited purpose Company does hereby irrevocably 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, cost, expense, liability 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 City Property of any type or nature whatsoever that attaches to the City Property by virtue of Company's ownership of same. A "Lien" is any lien, claim, charge, security interest, mortgage or encumbrance on, against or affecting the City Property. 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. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services from street right of way to any location on the Property or City Property and for payment of associated connection fees.

8. **Incentives.** To aid in the Project, City will provide the following incentives within ninety (90) days after City has verified that all of the Improvements have been Substantially Completed:

A. Acquisition Grant. City will pay a grant of $50,000.00 to Company.

B. Infill Housing Grant. As provided in the City's infill housing policy, City will pay a grant of $5,000.00 to Company for timely completion of each unit of the Phase 2 Improvements, up to a total grant of $10,000.00.

C. Refund of Purchase Price. City will refund up to $5,000.00 of the Purchase Price to Company.

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 or the City 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 or City Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $140,000.00 for each property, or $280,000.00 total (in either case, the "Minimum Actual Value"), through:

(a) willful destruction of the Property or City 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 execution and delivery of this Agreement.

10. **Tax Rebates.** Provided that Company has completed Substantially Completed each phase of Improvements before the respective Completion Deadline, and subject to the other terms of this Agreement, City agrees to rebate property tax (with the exceptions noted below) with respect to each phase of the Improvements, as follows:

Year One through Year Fifteen 70% rebate each year

for any taxable value added by the completed phase Improvements (each such payment is a "Rebate") over the initial base value. 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. Separate Rebate requests must be submitted for the Property and the City Property.

The taxable value of each of the Property and the City 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 the City Property, as applicable, or upon (y) the value of the Property or the City Property, as applicable, and a partial value of the respective phase of Improvements due to partial completion of such Improvements or a partial Fiscal Year.

As an example of the above provision, in the event all Phase 1 Improvements on the Property are Substantially Completed prior to January 1, 2026 and the Property and Phase 1 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, 2026 assessed value would be for the Fiscal Year ending June 30, 2028, with the taxes payable one-half by September 30, 2027 and one-half by March 31, 2028, then the first Rebate could be applied for after March 31, 2028 and prior to April 1, 2029.

11. **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 10 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 10 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 10, 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.

12. **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 amendment to the urban renewal plan, 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 15 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.

13. **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 with respect to each phase of Improvements:

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 each MAA termination date 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. Until each MAA termination date Company will maintain, preserve and keep the Property and the City Property, as applicable, 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. The Property and the City Property will each have a taxable value as set forth in the respective MAA and any amendments thereto, and Company agrees that the minimum actual value of the Property and the City Property and completed phase Improvements as stated in each MAA and any amendments thereto will be a reasonable estimate of the actual value of the Property or the City Property, as applicable, and respective phase 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, the City Property, and related site improvements, will equal or exceed the assessor's minimum actual value for the Property and the City Property and respective phase Improvements as set forth in the MAA and any amendments thereto.

G. Until the MAA termination date Company agrees that it will make no conveyance, lease or other transfer of the Property, the City Property, or any interest therein that would cause the Property, the City 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 the Property and the City 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 or the City Property that is determined by any tax official to be applicable to the Property, to the City 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 or the City Property.

14. **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.

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

A. 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.

B. This Agreement has been duly and validly 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.

C. 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 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.

D. 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.

E. 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.

16. **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 the City 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, the Company 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 or the City 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 or the City Property.

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

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, the City 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.

18. **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 City 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 City Property or any part thereof for any purpose except in connection with financing of the Phase 2 Improvements. *Any other mortgage shall be void.*

19. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the City Property prior to completion of the Project thereon, whether in whole or in part, to any other person or entity without the prior written consent of City. 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.

20. **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 City Property, the Phase 2 Improvements, 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 or the City 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;

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.

21. **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 as set forth in this Agreement or to recover ownership of the City Property 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.

22. **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.

23. **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.

24. **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.

25. **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 5312 Red Oak Lane, Cedar Falls, Iowa 50613, Attention: Managing Member.

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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **Governing Law; Litigation.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Iowa. The parties hereby agree and consent, with respect to any action to enforce or defend any claim, counterclaim, cross-claim, cause of action, or any matter arising from or in any way related to this Agreement or the transactions contemplated hereby, (a) to WAIVE ANY RIGHT TO A TRIAL BY JURY; (b) to submit to the exclusive jurisdiction of the Iowa District Court for Black Hawk County; and (c) to irrevocably waive, to the fullest extent possible, the defense of any inconvenient forum or improper venue to the maintenance of any such action or proceeding.

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

33. **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.

34. **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.

35. **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 M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CEDAR RIVER RENAISSANCE LLC

By: _____
Cody Vanasse
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. The undersigned hereby agree(s) to be unconditionally bound by all terms, conditions, consents and obligations of or relating to Company in the Agreement. Liability of guarantors hereunder is joint and several.

_____ _____
Cody Vanasse

EXHIBIT "A"

Legal Description of Property

Phase 1 Property (referred to in the Agreement as the Property)

The Northwesterly 55 feet of Lot 10 and The Northwesterly 55 feet of the Southwesterly One-half of Lot 7, all in Block No. 32, Original Plat on the East Side of the Cedar River, City of Waterloo, Black Hawk County, Iowa. (aka 203 Lafayette Street)

Phase 2 Property (referred to in the Agreement as the City Property)

The Southeasterly 45 feet in width of the Northwesterly 100 feet in width of Lot 10 and the Southeasterly 45 feet in width of the Northwesterly 100 feet in width of the Southwesterly ½ of Lot 7, Block 32, Original Plat on the East Side of the Cedar River, City of Waterloo, Black Hawk County, Iowa. (aka parcel no. 8913-23-478-013)

EXHIBIT "B"

Phase 2 Building Plans

Sheet Number 203 L 000

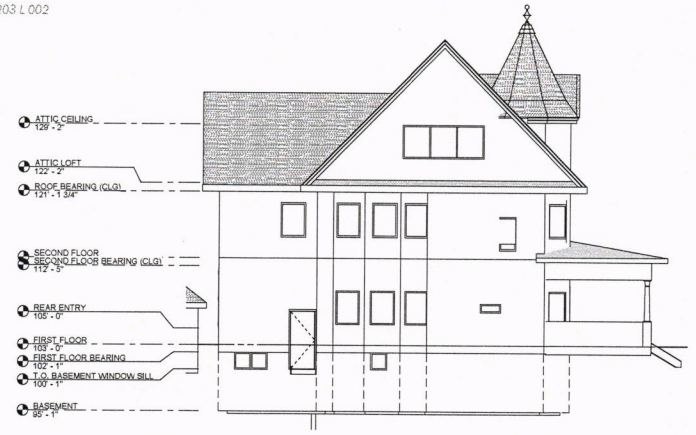


203 Lafayette - Site Plan

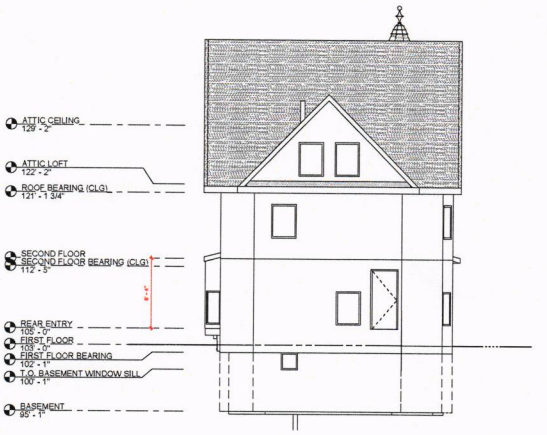
DIGNAN HOUSE REBIRTH
WATERLOO, IOWA - 03/18/2024
ISG PROJECT NO. 23-0001

PROVENANCE ARCHITECTURE

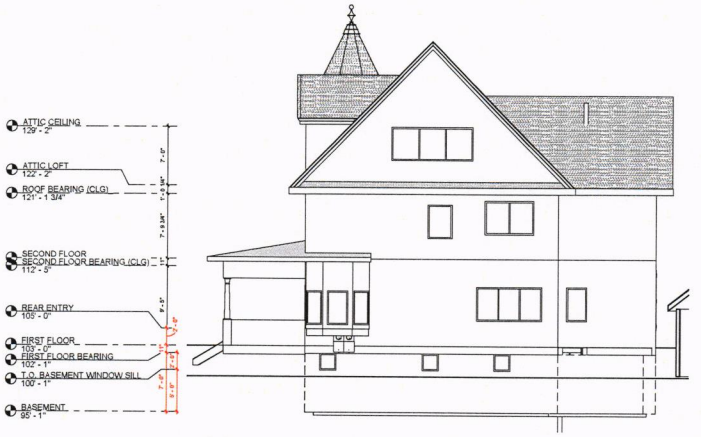
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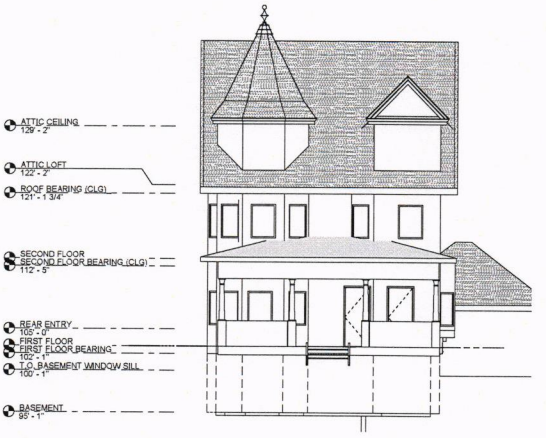
1 NORTH ELEVATION
3/16" = 1'-0"



2 EAST ELEVATION
3/16" = 1'-0"



3 SOUTH ELEVATION
3/16" = 1'-0"



4 WEST ELEVATION
3/16" = 1'-0"

N

203 Lafayette - Existing Elevations

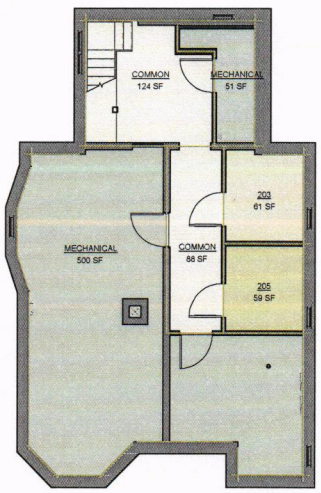
DIGNAN HOUSE REBIRTH
WATERLOO, IOWA - 03/18/2024
ISG PROJECT NO. 23-0001

PROVENANCE ARCHITECTURE

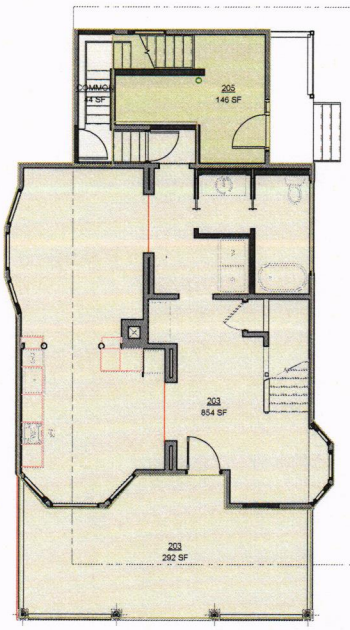
Sheet Number 203 L 004

Area Schedule (Rentable)

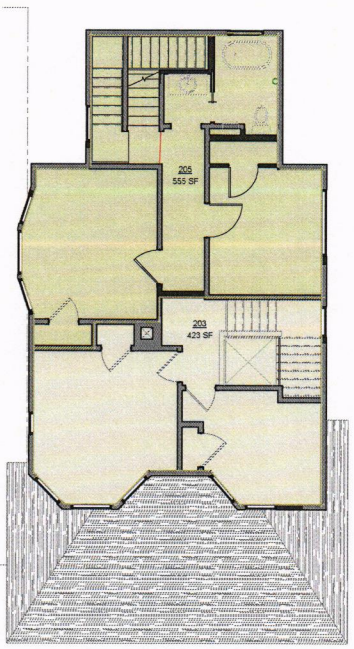
Area Type	Level	Area	Comments
203			
Building Common Area	BASEMENT	61 SF	
Exterior Area	FIRST FLOOR	292 SF	NON-CONDITIONED COVERED PORCH
Floor Area	FIRST FLOOR	854 SF	
Floor Area	SECOND FLOOR	423 SF	
		1629 SF	
205			
Building Common Area	FIRST FLOOR	146 SF	
Building Common Area	BASEMENT	59 SF	
Floor Area	SECOND FLOOR	555 SF	
Floor Area	ATTIC LOFT	796 SF	
		1556 SF	
COMMON			
Building Common Area	BASEMENT	124 SF	
Building Common Area	BASEMENT	88 SF	
Building Common Area	FIRST FLOOR	44 SF	
		256 SF	
MECHANICAL			
Building Common Area	BASEMENT	500 SF	
Building Common Area	BASEMENT	51 SF	
Building Common Area	ATTIC LOFT	33 SF	
		585 SF	
		4026 SF	



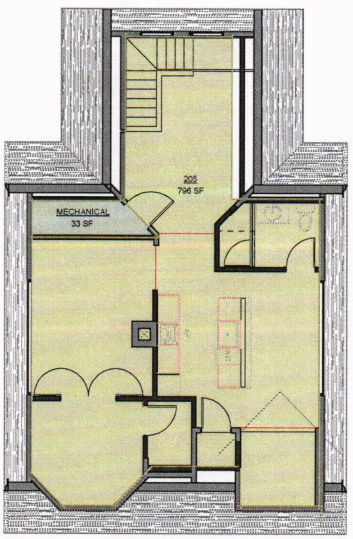
1 BASEMENT LEASABLE AREA PLAN
1/4" = 1'-0"



2 FIRST FLOOR LEASABLE AREA PLAN
1/4" = 1'-0"



3 SECOND FLOOR LEASABLE AREA PLAN
1/4" = 1'-0"



4 ATTIC LOFT LEASABLE AREA PLAN
1/4" = 1'-0"

N

203 Lafayette - Leasable Area Plans

DIGNAN HOUSE REBIRTH
WATERLOO, IOWA - 03/18/2024
ISG PROJECT NO. 23-0001

PROVENANCE ARCHITECTURE

EXHIBIT "C"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of August 5, 2024, by and among the CITY OF WATERLOO, IOWA ("City"), Cedar River Renaissance 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 (the "Property"), described in Exhibit "A" thereto and divided between the Phase 1 Property and the Phase 2 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 within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area 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 $140,000.00 for the Phase 1 Property and $140,000.00 for the Phase 2 Property (collectively, 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 for each phase set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by December 31, 2025 with respect to the Phase 1 Property and by December 31, 2026 with respect to the Phase 2 Property,

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, 2055. 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

CEDAR RIVER RENAISSANCE LLC

By: _____
Cody Vanasse
Managing Member

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

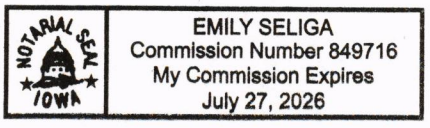
On this 8th day of August, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, 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

NOTARIAL SEAL IOWA
BRITNI C PERKINS
COMMISSION NO. 845529
MY COMMISSION EXPIRES
JANUARY 27, 2026

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Subscribed and sworn to before me on August 5, 2024 by Cody Vanasse as Managing Member of Cedar River Renaissance LLC.



Emily Seliga
Notary Public

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 Two Hundred Eighty Thousand and 00/100 Dollars ($280,000.00) 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

8-28-24
Date

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

Subscribed and sworn to before me on August 28, 2024 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

Notary Public

NOTARIAL SEAL IOWA
ADRIENNE MILLER
Commission Number 809109
My Commission Expires
February 23, 2027

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 August 5, 2024, by and between Cedar River Renaissance 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, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area ("Urban Renewal Area").

B. Company is willing and able to finance and rehabilitate a duplex located at 203 Lafayette Street, Waterloo, Iowa (the "Property") and to finance and construct a new duplex on an abutting lot owned by City (the "City Property"). The Property and the City Property are legally described as set forth on Exhibit "A" attached hereto.

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 rehabilitation of the Property and new residential construction is in the 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. **Property Preparation.** Company is the owner of the Property. Company shall, at its own expense, remove and properly dispose of debris, and otherwise prepare the Property for renovation.

2. **Sale of City Property; Title.** Subject to the terms of this Agreement, within ninety (90) days after approval of this Agreement by the city council, City shall convey the City Property to Company for the sum of $5,000.00 (the "Purchase Price"). Conveyance by City 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) current and future real estate real property taxes and assessments subject to the agreements made herein; (c) general utility and right-of-way easements serving the City Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. Company 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. 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. To assist in title review, City shall provide any title documents it has in its possession, including any abstracts.

3. **Improvements by Company; Phased Project.** The parties contemplate that Company may develop the Property and City Property in phases, each of which is generally described as set forth below. The improvements relating to each separate phase are referred to as the "Phase 1 Improvements" and "Phase 2 Improvements," as applicable, and all such improvements are collectively referred to as the "Improvements."

A. Phase 1 Improvements. Company shall (a) remove and properly dispose of all debris and unwanted personal property from the structure, (b) rehabilitate the existing structure on the Property to a finished state for a residential duplex, and (c) make other improvements to the buildings and grounds including but not limited to grassing and/or landscaping.

B. Phase 2 Improvements. Company agrees to accept the City Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the City Property, its marketability, or its fitness for any particular purpose. Company shall construct on the City Property a new duplex residence as further described and depicted in Exhibit "B" attached hereto. The Phase 2 Improvements shall be completed to a finished state, including installation of paved driveway, sidewalk, removal of all construction debris, proper leveling or shaping of groundscape and grassing and/or landscaping.

C. Standards. The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Company shall submit specific building designs and site plans for City

review and approval before the commencement of construction and shall not substantially deviate from such plans, specifications or designs. 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 City Property, the Improvements, and all site preparation and development-related work to be undertaken and completed by Company under this Agreement are collectively referred to as the "Project."

4. **Construction Plans.** Company agrees that it will cause the Phase 2 Improvements to be constructed on the Property in substantial conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and scale of the Phase 2 Improvements to be constructed shall not be materially less than the scope and scale of such 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 all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (c) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Phase 2 Improvements, and (d) 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 Plans or 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 Plans or Modified Plans in whole or in part, Company shall submit new or corrected Plans or Modified Plans within thirty (30) days after City delivers to Company a written notification that specifies how Company's Plans or Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Plans or Modified Plans shall continue to apply until they have been approved by the City; provided, however, that in any event Company shall submit Plans or Modified Plans which are approved by City prior to commencement of construction of 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 do so.

A. Deadlines to commence and complete. Company must obtain a building permit before it begins construction of the Phase 1 Improvements and must Substantially Complete construction by March 31, 2025 (the "Phase 1 Completion Deadline"). Company must obtain a building permit and begin construction of the Phase 2 Improvements by June 1, 2026 (the "Phase 2 Start Date") and must Substantially Complete construction of Phase 2 Improvements by December 31, 2026 (the "Phase 2 Completion Deadline"). For purposes of this Agreement, "Substantially Complete" means the date on which the phase 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 satisfactorily completed. All deadlines are subject to Unavoidable Delays as defined in paragraph B below. 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 any phase of the Improvements. Any additional or longer time extensions will require consent of the City Council.

B. Events triggering termination and/or reverter of title. If Company does not begin the Project or Substantially Complete construction of the Improvements on the schedule(s) stated above, subject to Unavoidable Delays, then City may terminate this Agreement as set forth in Section 20, and City shall then have no further obligation to Company under this Agreement. 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. As promptly as possible, Company shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended. If City terminates this Agreement as provided in Section 20, City shall have no further obligations to Company under this Agreement, including but not limited to any legal or equitable obligation to reimburse Company for any costs expended by Company with respect to the Project, or to compensate Company for any value added to the City Property by any Improvements, or to refund the Purchase Price in whole or in part. In connection with termination of the Agreement as set forth herein, City may demand

reconveyance of the City Property in addition to exercising any other available remedies.

6. **Reverter of Title; Indemnity.** In the event of any reverter of title hereunder, then 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 City Property, free and clear of any lien, claim, charge, security interest, mortgage or 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 City 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 after 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 or other documents required by this Section, and for such limited purpose Company does hereby irrevocably 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, cost, expense, liability 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 City Property of any type or nature whatsoever that attaches to the City Property by virtue of Company's ownership of same. A "Lien" is any lien, claim, charge, security interest, mortgage or encumbrance on, against or affecting the City Property. 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. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services from street right of way to any location on the Property or City Property and for payment of associated connection fees.

8. **Incentives.** To aid in the Project, City will provide the following incentives within ninety (90) days after City has verified that all of the Improvements have been Substantially Completed:

A. Acquisition Grant. City will pay a grant of $50,000.00 to Company.

B. Infill Housing Grant. As provided in the City's infill housing policy, City will pay a grant of $5,000.00 to Company for timely completion of each unit of the Phase 2 Improvements, up to a total grant of $10,000.00.

C. Refund of Purchase Price. City will refund up to $5,000.00 of the Purchase Price to Company.

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 or the City 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 or City Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $140,000.00 for each property, or $280,000.00 total (in either case, the "Minimum Actual Value"), through:

(a) willful destruction of the Property or City 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 execution and delivery of this Agreement.

10. **Tax Rebates.** Provided that Company has completed Substantially Completed each phase of Improvements before the respective Completion Deadline, and subject to the other terms of this Agreement, City agrees to rebate property tax (with the exceptions noted below) with respect to each phase of the Improvements, as follows:

Year One through Year Fifteen	70% rebate each year

for any taxable value added by the completed phase Improvements (each such payment is a "Rebate") over the initial base value. 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. Separate Rebate requests must be submitted for the Property and the City Property.

The taxable value of each of the Property and the City 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 the City Property, as applicable, or upon (y) the value of the Property or the City Property, as applicable, and a partial value of the respective phase of Improvements due to partial completion of such Improvements or a partial Fiscal Year.

As an example of the above provision, in the event all Phase 1 Improvements on the Property are Substantially Completed prior to January 1, 2026 and the Property and Phase 1 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, 2026 assessed value would be for the Fiscal Year ending June 30, 2028, with the taxes payable one-half by September 30, 2027 and one-half by March 31, 2028, then the first Rebate could be applied for after March 31, 2028 and prior to April 1, 2029.

11. **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 10 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 10 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 10, 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.

12. **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 amendment to the urban renewal plan, 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 15 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.

13. **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 with respect to each phase of Improvements:

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 each MAA termination date 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. Until each MAA termination date Company will maintain, preserve and keep the Property and the City Property, as applicable, 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. The Property and the City Property will each have a taxable value as set forth in the respective MAA and any amendments thereto, and Company agrees that the minimum actual value of the Property and the City Property and completed phase Improvements as stated in each MAA and any amendments thereto will be a reasonable estimate of the actual value of the Property or the City Property, as applicable, and respective phase 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, the City Property, and related site improvements, will equal or exceed the assessor's minimum actual value for the Property and the City Property and respective phase Improvements as set forth in the MAA and any amendments thereto.

G. Until the MAA termination date Company agrees that it will make no conveyance, lease or other transfer of the Property, the City Property, or any interest therein that would cause the Property, the City 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 the Property and the City 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 or the City Property that is determined by any tax official to be applicable to the Property, to the City 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 or the City Property.

14. **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.

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

A. 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.

B. This Agreement has been duly and validly 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.

C. 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 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.

D. 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.

E. 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.

16. **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 the City 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, the Company 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 or the City 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 or the City Property.

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

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, the City 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.

18. **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 City 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 City Property or any part thereof for any purpose except in connection with financing of the Phase 2 Improvements. *Any other mortgage shall be void.*

19. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the City Property prior to completion of the Project thereon, whether in whole or in part, to any other person or entity without the prior written consent of City. 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.

20. **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 City Property, the Phase 2 Improvements, 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 or the City 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;

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.

21. **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 as set forth in this Agreement or to recover ownership of the City Property 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.

22. **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.

23. **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.

24. **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.

25. **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 5312 Red Oak Lane, Cedar Falls, Iowa 50613, Attention: Managing Member.

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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **Governing Law; Litigation.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Iowa. The parties hereby agree and consent, with respect to any action to enforce or defend any claim, counterclaim, cross-claim, cause of action, or any matter arising from or in any way related to this Agreement or the transactions contemplated hereby, (a) to WAIVE ANY RIGHT TO A TRIAL BY JURY; (b) to submit to the exclusive jurisdiction of the Iowa District Court for Black Hawk County; and (c) to irrevocably waive, to the fullest extent possible, the defense of any inconvenient forum or improper venue to the maintenance of any such action or proceeding.

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

33. **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.

34. **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.

35. **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 M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CEDAR RIVER RENAISSANCE LLC

By: _____
Cody Vanasse
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. The undersigned hereby agree(s) to be unconditionally bound by all terms, conditions, consents and obligations of or relating to Company in the Agreement. Liability of guarantors hereunder is joint and several.

_____ _____
Cody Vanasse

EXHIBIT "A"

Legal Description of Property

Phase 1 Property (referred to in the Agreement as the Property)

The Northwesterly 55 feet of Lot 10 and The Northwesterly 55 feet of the Southwesterly One-half of Lot 7, all in Block No. 32, Original Plat on the East Side of the Cedar River, City of Waterloo, Black Hawk County, Iowa. (aka 203 Lafayette Street)

Phase 2 Property (referred to in the Agreement as the City Property)

The Southeasterly 45 feet in width of the Northwesterly 100 feet in width of Lot 10 and the Southeasterly 45 feet in width of the Northwesterly 100 feet in width of the Southwesterly ½ of Lot 7, Block 32, Original Plat on the East Side of the Cedar River, City of Waterloo, Black Hawk County, Iowa. (aka parcel no. 8913-23-478-013)

EXHIBIT "B"

Phase 2 Building Plans

See attached.

EXHIBIT "C"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, 2024, by and among the CITY OF WATERLOO, IOWA ("City"), Cedar River Renaissance 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 (the "Property"), described in Exhibit "A" thereto and divided between the Phase 1 Property and the Phase 2 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 within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area 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 $140,000.00 for the Phase 1 Property and $140,000.00 for the Phase 2 Property (collectively, 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 for each phase set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by December 31, 2025 with respect to the Phase 1 Property and by December 31, 2026 with respect to the Phase 2 Property,

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, 2055. 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

CEDAR RIVER RENAISSANCE LLC

By: _____
Cody Vanasse
Managing Member

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

On this 8th day of August, 2024, 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

NOTARIAL SEAL IOWA
BRITNI C PERKINS
COMMISSION NO. 845529
MY COMMISSION EXPIRES
JANUARY 27, 2026



STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Subscribed and sworn to before me on August 5, 2024 by Cody Vanasse as Managing Member of Cedar River Renaissance LLC.

NOTARIAL SEAL IOWA
EMILY SELIGA
Commission Number 849716
My Commission Expires
July 27, 2026

Emily Seliga
Notary Public

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 Two Hundred Eighty Thousand and 00/100 Dollars ($280,000.00) 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 _____, 2024 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____
Notary Public

EXHIBIT "C"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of August 5, 2024, by and among the CITY OF WATERLOO, IOWA ("City"), Cedar River Renaissance 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 (the "Property"), described in Exhibit "A" thereto and divided between the Phase 1 Property and the Phase 2 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 within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area 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 $140,000.00 for the Phase 1 Property and $140,000.00 for the Phase 2 Property (collectively, 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 for each phase set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by December 31, 2025 with respect to the Phase 1 Property and by December 31, 2026 with respect to the Phase 2 Property,

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving a Development Agreement and Minimum Assessment Agreement with E&A Properties, LLC, in the amount of $475,510.00, including a $43,000.00 acquisition reimbursement payment, and CURA tax abatement, for the construction of a new 10,000 square foot commercial building located west of 1825 Jefferson Street, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

E&A Properties LLC is proposing to build an approximately 10,000 square foot building to store vehicles west of 1825 Jefferson Street. The site will have a minimum assessed value of $475,510. The City will provide a $43,000 reimbursement payment for the acquisition of the land. The applicant is also eligible to apply for the CURA tax abatement program to give them a graduated tax abatement for 10 years.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Rath TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lots 6 and 7 in Block 7, Hayes' Addition to the town (now City) of Waterloo, Iowa.

ATTACHMENTS

1. Signed E&A DA
2. E&A Properties LLC Aerial
3. 1809_Jefferson_1_Thu_Apr_9_2026_10-54-47
4. 1809_Jefferson_Civil_Wed_Apr_8_2026_11-02-23

Prepared by Lexi Schneider, 715 Mulberry Street, Waterloo, IA 50703 Phone (319) 291-4366

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2026 by and between E&A Properties LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company is the owner of real property legally described as set forth on Exhibit "A" attached hereto (the "Property"), and Company is willing and able to finance and undertake improvements on the Property.

B. 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. **Improvements by Company.** Company shall construct an approximately 10,000 square foot building (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban revitalization plan applicable to the Property, 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 development-related work to make the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project."

2. **Timeliness of Construction; Possibility of Termination.** 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 City would not do so.

A. Deadlines to commence and complete. Company must begin construction of the Improvements within four (4) months after the date of this Agreement and Substantially Complete construction within 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 City to issue a certificate of occupancy relating thereto and City has also verified that any Project element for which no permit was necessary has been Substantially Completed. All deadlines are subject to Unavoidable Delays as defined in paragraph B below.

B. Events triggering termination. If Company does not Substantially Complete construction of the Improvements on the schedule stated above, then City may terminate this Agreement as set forth in Section 11, and City shall then have no further obligation under this Agreement. In any circumstance where Company's progress on the Project fails to meet the schedule stated above, then 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.

3. **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.

4. **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 $475,510.00 (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.

5. **City Incentives.** City agrees to provide the following incentives in support of the Project:

A. Tax Abatement. Because the Property is located in a designated Consolidated Urban Revitalization Area (CURA), the Property is eligible for tax exemption consistent with and to the extent provided for in Iowa law, provided that Company meets all requirements to qualify for such exemption.

B. Acquisition Grant. The City shall pay a grant to Company in the amount of $43,000.00 not later than sixty (60) days following the date that this Agreement is fully executed.

6. **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 with respect to the Improvements:

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 the MAA termination date, 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. Until the MAA termination date, 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. 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 and completed Improvements as stated in the MAA and any amendments thereto 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 and any amendments thereto.

G. Until the MAA termination date 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.

7. **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.

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

A. 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.

B. This Agreement has been duly and validly 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.

C. 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 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.

D. 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.

E. 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.

9. **Indemnification.** 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. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its members, managers, 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. The provisions of this Section shall survive the expiration or termination of this Agreement.

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

C. 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;

D. 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.

E. 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.

11. **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, if any, before the date of termination 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.

12. **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.

13. **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.

14. **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.

15. **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, E&A Properties LLC at 1728 Jefferson Street, Waterloo, IA 50701

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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

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

22. **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.

23. **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.

24. **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 **E&A PROPERTIES LLC**

By: _____
David Boesen, Mayor

By: Edis Kuduzovic
Edis Kuduzovic, Member

By: _____
Kelley Felchle, City Clerk

By: _____
Adis Kuduzovic, Member

EXHIBIT "A"

Legal Description of Property

Lot 6, Block 7, Hayes' Addition to the town (now City) of Waterloo, Iowa.

(also known as Tax Parcel ID No.: 891325455008)

AND

Lot 7, Block 7, Hayes' Addition to the town (now City) of Waterloo, Iowa.

(also known as Tax Parcel ID No.: 891325455007)

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, 2026, by and among the CITY OF WATERLOO, IOWA ("City"), E&A PROPERTIES 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 (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 a property within a designated urban revitalization area of the City, 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 § 404.3C, 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 $475,510.00 (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 July 31, 2027 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, 2040. 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 § 404.3C 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: _____
David Boesen, Mayor

By: _____
Kelley Felchle, City Clerk

E&A PROPERTIES LLC

By: _____
Edis Kuduzovic, Member

By: _____
Adis Kuduzovic, Member

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

On this _____ day of _____, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared David Boesen 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 May 6, 2026 by Edis Kuduzovic as member of E&A Properties, LLC.

NOTARIAL SEAL IOWA
TIM ANDERA
COMMISSION NO. 772518
MY COMMISSION EXPIRES
APRIL 11, 2027

_____
Notary Public

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

Subscribed and sworn to before me on May 6, 2026 by Adis Kuduzovic as member of E&A Properties, LLC.

NOTARIAL SEAL IOWA
TIM ANDERA
COMMISSION NO. 772518
MY COMMISSION EXPIRES
APRIL 11, 2027

_____
Notary Public

404.3C Assessment agreements - commercial property.

1. For revitalization areas established under this chapter on or after July 1, 2024, and for first-year exemption applications for property located in a revitalization area in existence on July 1, 2024, filed on or after July 1, 2024, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.

2. *a.* The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

> The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than $.....

b. The assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

2023 Acts, ch 71, §57, 59

Referred to in §419.17

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 upon completion of the improvements to be made on it, certifies that the actual value assigned to the land and improvements upon completion shall not be less than Four Hundred Seventy-Five Thousand Five Hundred Ten and 00/100 Dollars ($475,510.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

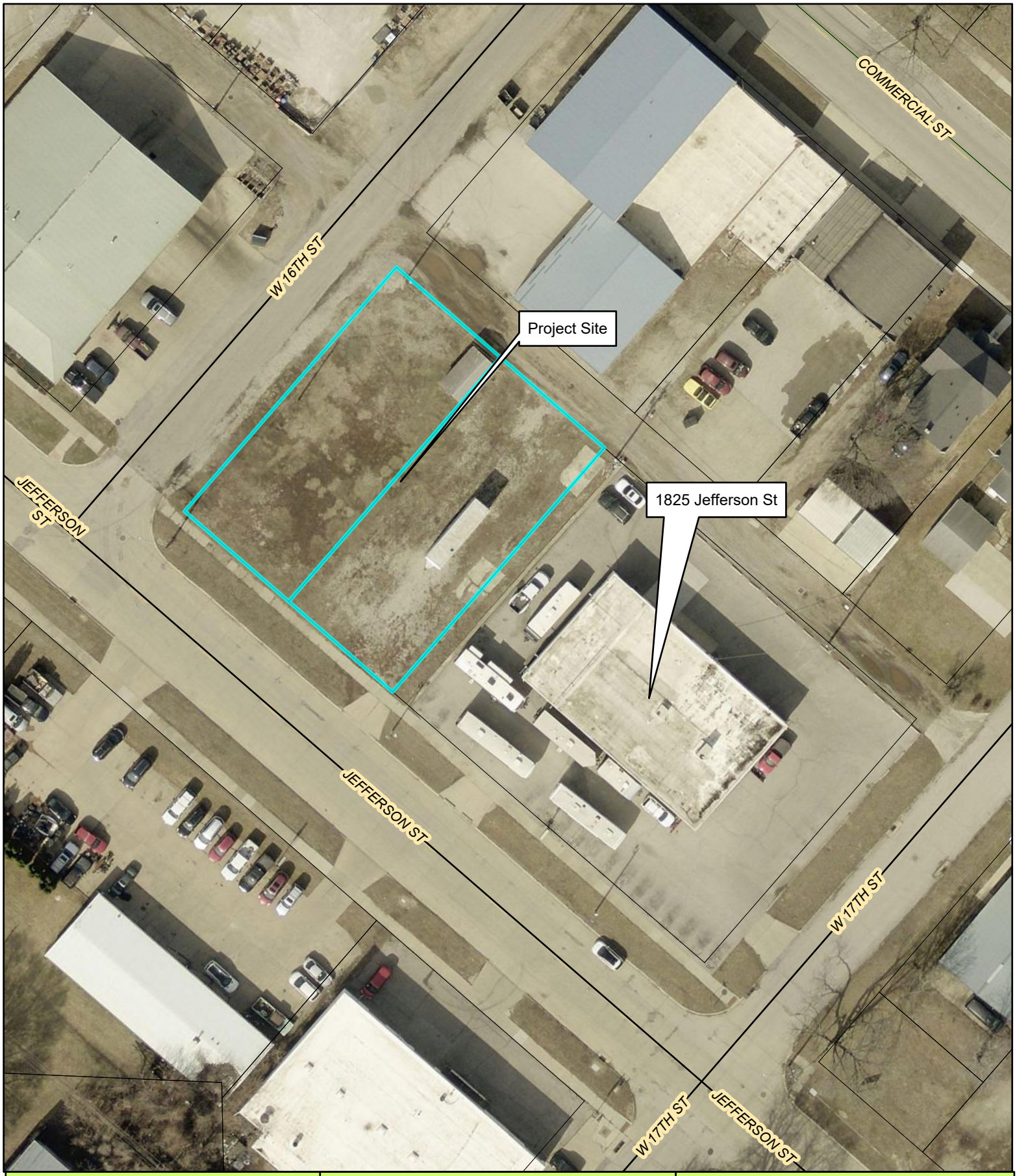
_____
Assessor for Black Hawk County, Iowa

_____
Date

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

Subscribed and sworn to before me on _____, 2026 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____
Notary Public

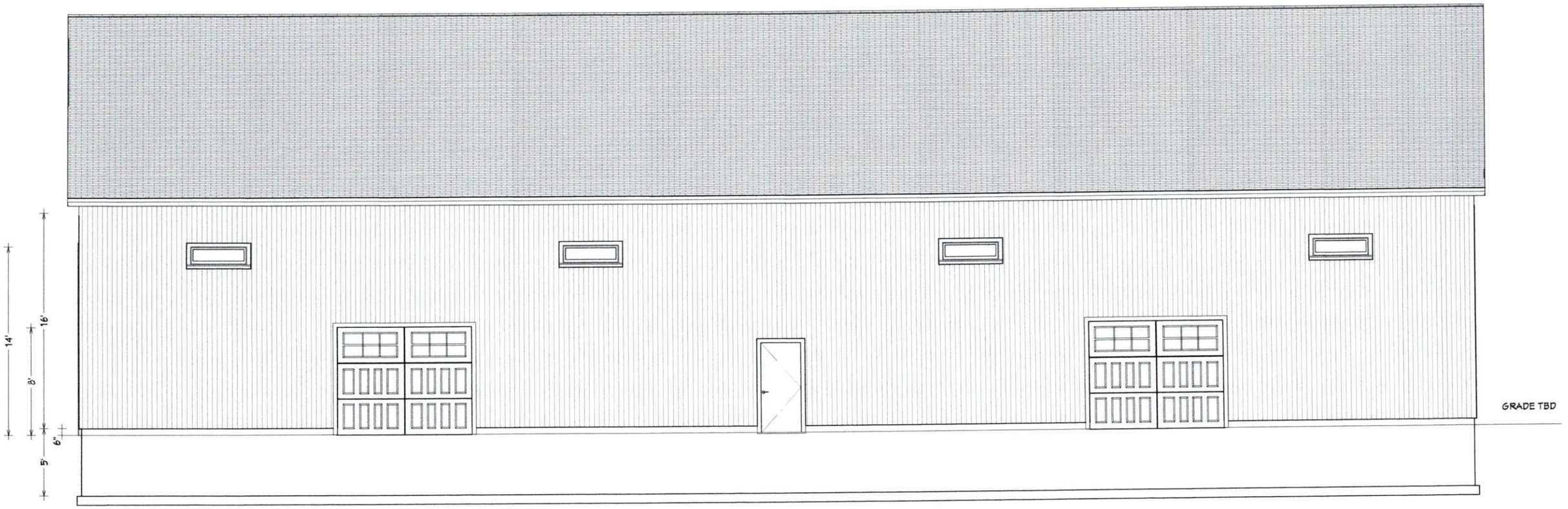


Note:
Base map data source is Black Hawk County.
This map does not represent a survey, no liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor, or their employees. The City of Waterloo makes no warranty,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

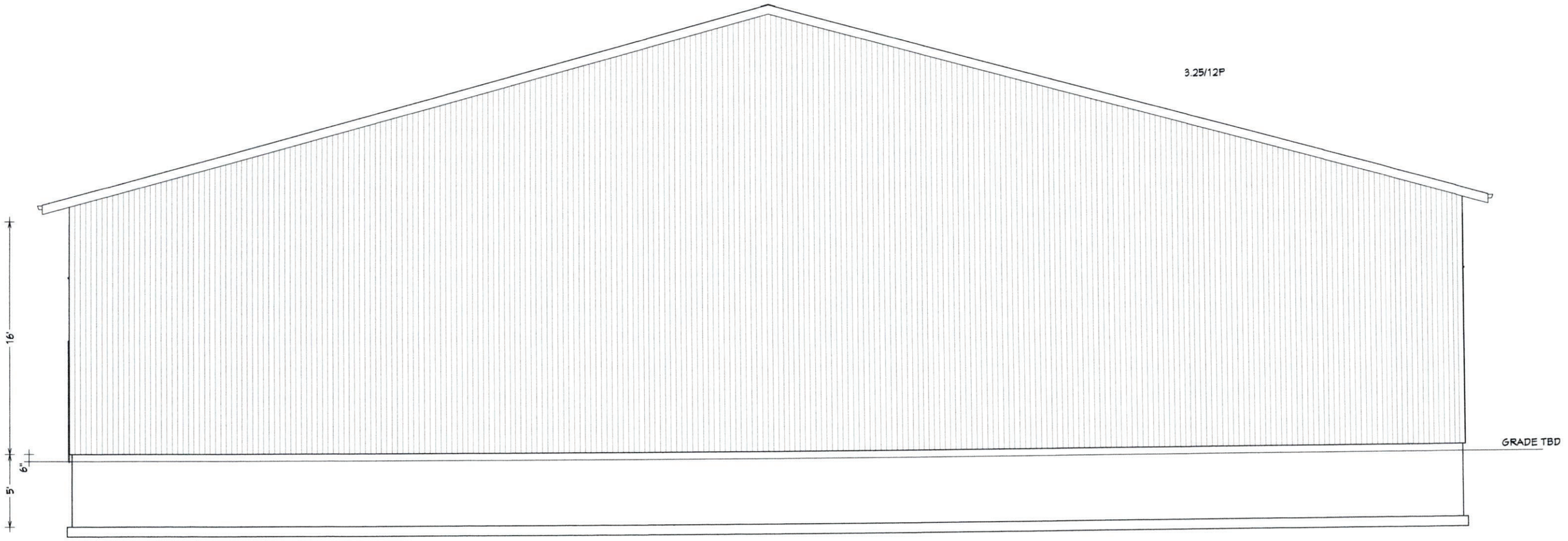
0 30 60 90 Feet

E&A Properties LLC
Waterloo, Iowa

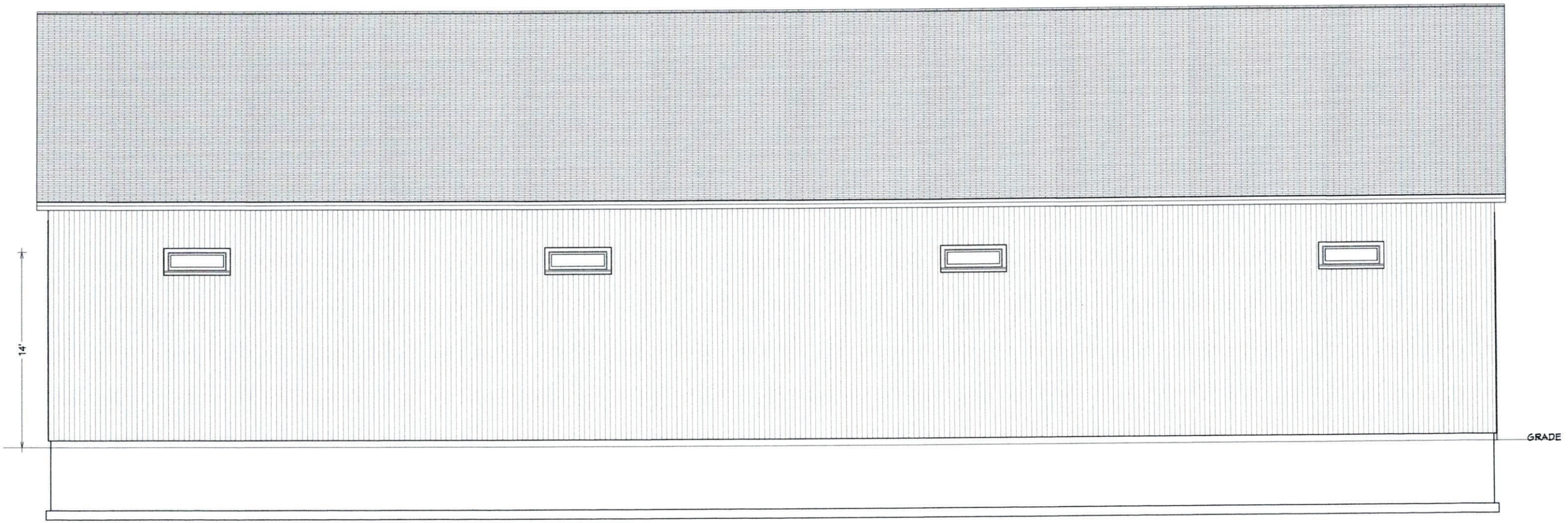
CITY OF WATERLOO IOWA
Community of Opportunity



LICENSED PROFESSIONAL ENGINEER
NICKLAUS H. NELSON
P22842
IOWA
3/5/26



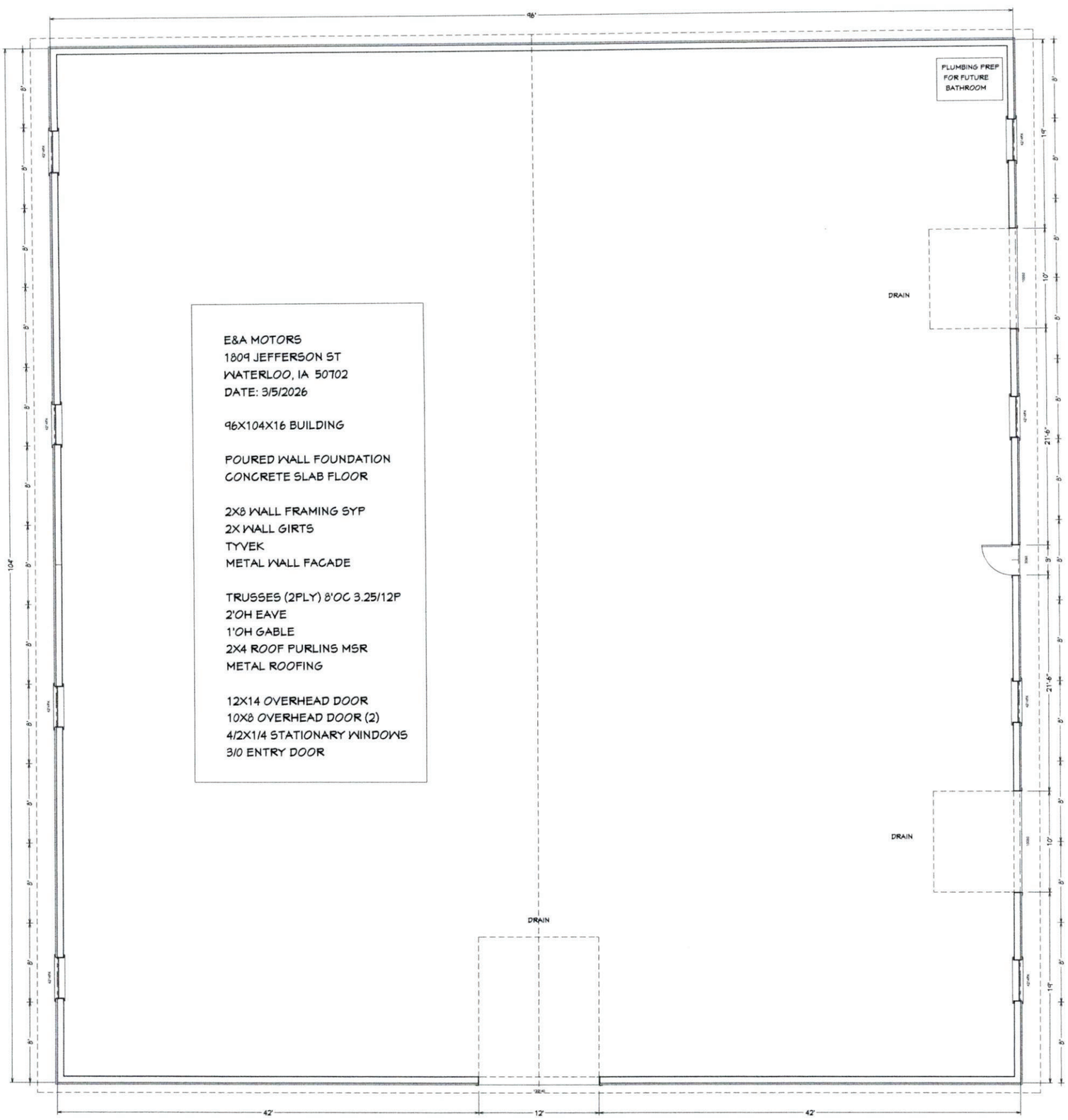
LICENSED PROFESSIONAL ENGINEER
NICKLAUS H. NELSON
P29642
IOWA
3/5/26



LICENSED PROFESSIONAL ENGINEER
NICKLAUS H. NELSON
P29842
IOWA
3/5/26



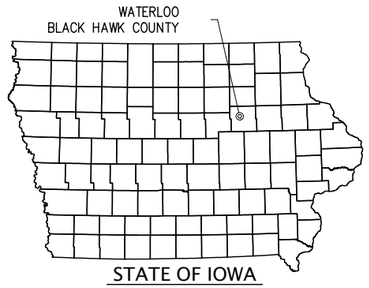
LICENSED PROFESSIONAL ENGINEER
NICKLAUS N. NELSON
P28942
IOWA
3/5/26


96'
104'
FLUMBING PREP FOR FUTURE BATHROOM
DRAIN
DRAIN
DRAIN
E&A MOTORS
1809 JEFFERSON ST
WATERLOO, IA 50702
DATE: 3/5/2026
96X104X16 BUILDING
POURED WALL FOUNDATION
CONCRETE SLAB FLOOR
2X8 WALL FRAMING SYP
2X WALL GIRTS
TYVEK
METAL WALL FACADE
TRUSSES (2PLY) 8'OC 3.25/12P
2'OH EAVE
1'OH GABLE
2X4 ROOF PURLINS MSR
METAL ROOFING
12X14 OVERHEAD DOOR
10X8 OVERHEAD DOOR (2)
4/2X1/4 STATIONARY WINDOWS
3/0 ENTRY DOOR
42'
12'
42'

1809 JEFFERSON ST
IN THE CITY OF WATERLOO,
BLACK HAWK COUNTY, IA

NEW COMMERCIAL IMPROVEMENTS

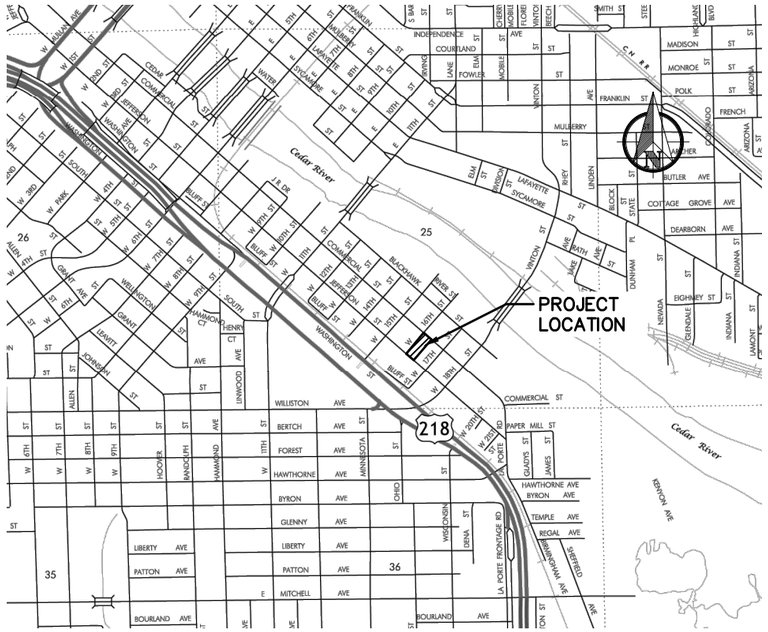
Sheet List Table	
Sheet Number	Sheet Title
A.01	TITLE SHEET
A.02	SITE PLAN
B.01	GENERAL NOTES
B.02	TYPICAL DETAILS
C.01	REMOVALS
K.01	LANDSCAPE PLAN
L.01	PAVING PLAN
L.02	PAVING DETAIL
L.03	PAVING DETAIL
M.01	UTILITY PLAN
R.01	PRE-GRADING SWPPP
R.02	POST-GRADING SWPPP



STATE OF IOWA

THE CITY OF
WATERLOO, IOWA
715 Mulberry St.
Waterloo, Iowa 50703
cityofwaterlooiowa.com

City Hall
319.291.4311
Planning & Zoning
319.291.4366
Engineering
319.291.4312
Street Dept.
319.291.4267
Traffic Operations
319.291.4440
Waste Water
319.291.4553
Water Works
319.232.6280



LOCATION MAP
WATERLOO, IA
NTS

DEVELOPER

E & A PROPERTIES
4037 UNIVERSITY AVE.
WATERLOO, IA 50701

CIVIL ENGINEER

BREWER CIVIL, LLC
NICK BREWER, P.E., 319.575.2725
2920 McCLAIN DRIVE
CEDAR FALLS, IOWA 50613

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com
Know what's below. Call before you dig.

THE SITE IMPROVEMENTS SHOWN WITHIN THIS PLAN SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE 2025 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2025), AS AMENDED BY THE CITY OF WATERLOO, AND, IF PROVIDED, PROJECT SPECIFIC SUPPLEMENTAL SPECIFICATIONS.

A.01
12/03/2025
FINAL

LICENSED PROFESSIONAL ENGINEER
Licensed
28034
Nicholas C
Brewer
IOWA

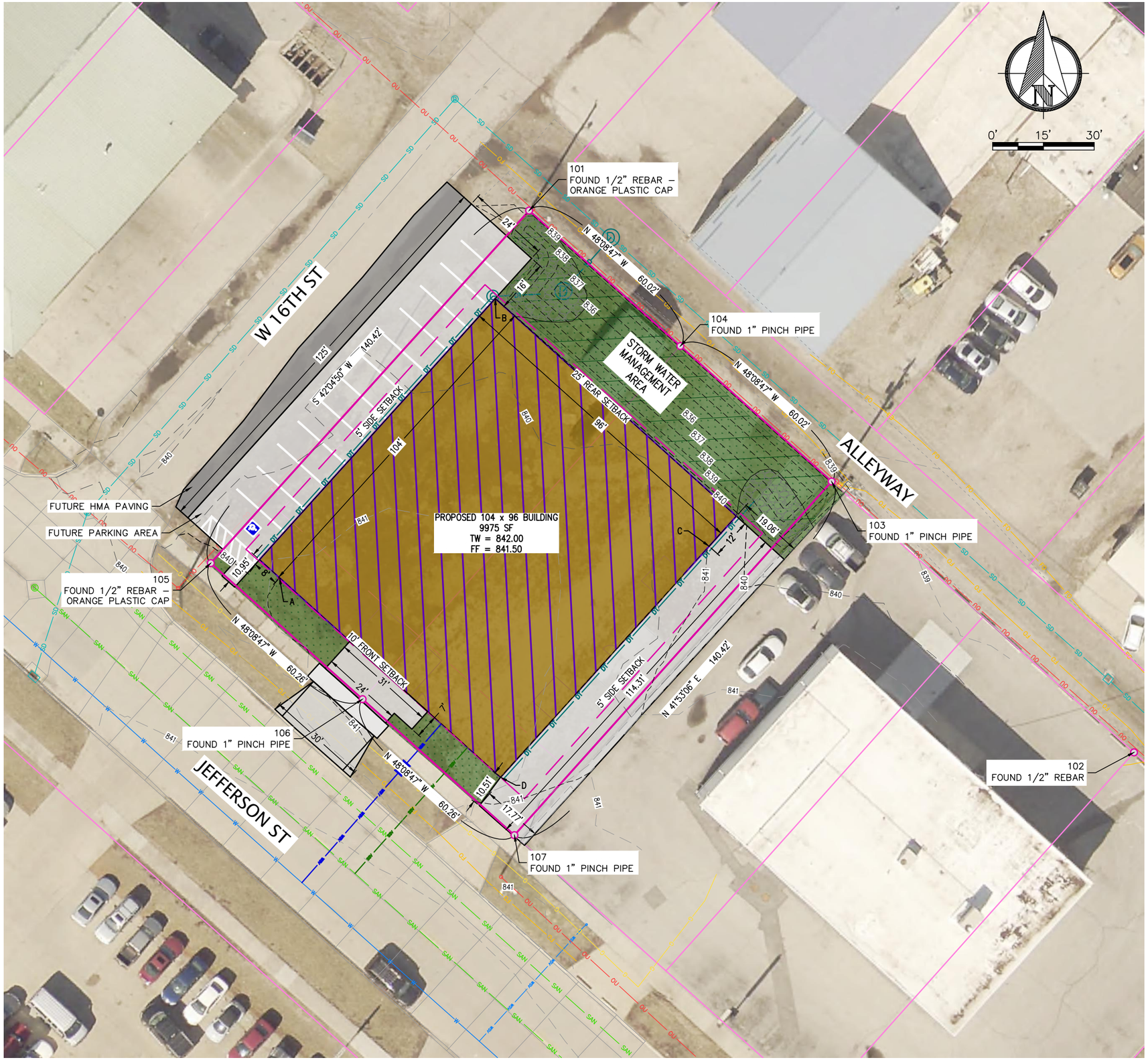
I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Nicholas C Brewer, P.E. LICENSE NO. 28034

Nicholas Brewer — Signature
12/03/2025 — Date

My License renewal date is: DECEMBER 31, 2026

Pages or sheets covered by this seal: ALL SHEETS



SITE ADDRESS: 1809 JEFFERSON STREET

PARCEL ID: 891325455008 & 891325455007

OWNER: E & A PROPERTIES LLC
4037 UNIVERSITY AVE
WATERLOO, IOWA, 50701

ZONING: M-1

LOT SIZE: 16889.56 SF / 0.39 ACRE

SETBACK REQUIREMENTS
FRONT: 10' (VARIANCE)
REAR: 25'
SIDE: SAME AS R-4 / 5'

FLOOD PLAIN: ZONE X PER FIRM MAP 19013C0302F, EFF. 7/18/2011

STORM WATER MANAGEMENT: 100-YEAR DEVELOPED DETENTION WITH 5-YEAR PRE-DEVELOPED RELEASE RATE

FOUNDATION WALL NOTES

5' STEM WALLS FROM POINT A TO B AND FROM POINT B TO C
4' STEM WALL FROM POINT C TO D AND FROM POINT D TO A

Control Points			
Point Name	Northing	Easting	Elevation
101	8840341.43	15479094.18	840.00
102	8840141.24	15479317.75	838.28
103	8840261.43	15479183.54	838.41
104	8840301.37	15479138.86	838.90
105	8840237.30	15479000.04	840.72
106	8840197.08	15479044.98	841.30
107	8840156.89	15479089.87	839.91

BREWER CIVIL

SITE PLAN

1809 JEFFERSON ST

PN: N/A
E & A PROPERTIES

A.02

12/03/2025
FINAL

TRAFFIC CONTROL

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ALL TRAFFIC CONTROL MEASURES IN ACCORDANCE WITH ALL APPLICABLE JURISDICTIONAL REQUIREMENTS.

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
2. THE SITE IMPROVEMENTS SHOWN WITHIN THIS PLAN SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE 2025 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2025) AS AMMENDED BY THE CITY OF WATERLOO UNLESS SPECIFICALLY STATED OTHERWISE IN THESE PLANS, THE PROJECT MANUAL (IF APPLICABLE), OR CITY AND OTHER APPLICABLE ORDINANCES. THIS INCLUDES, IF PROVIDED, PROJECT SPECIFIC SUPPLEMENTAL SPECIFICATIONS.
3. ANY QUANTITIES SHOWN ON THE CIVIL SHEETS (C) ARE TO ASSIST THE BIDDER. THE BIDDER/CONTRACTOR SHALL MAKE A FINAL DETERMINATION OF THE QUANTITIES REQUIRED TO COMPLETE THE WORK AND THE BID SHALL BE ON THE BASIS OF THE BIDDER/CONTRACTOR'S OWN CALCULATIONS. ANY COMMENT RELATED TO QUANTITY OR PAYMENT ON THE CIVIL SHEETS IS SOLELY PROVIDED TO ASSIST THE BIDDER/CONTRACTOR IN THE PREPARATION OF BIDDING AND SHALL NOT BE CAUSE FOR CHANGE ORDER REQUEST.
4. CONSTRUCTION SURVEY FOR THIS PROJECT SHALL BE PROVIDED BY THE DEVELOPER'S ENGINEER. THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGES TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS. AT LEAST 48 HOURS NOTICE SHALL BE GIVEN TO THE ENGINEER PRIOR TO THE NEED FOR SURVEY STAKES. 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, THE CONTRACTOR SHALL BE CHARGED FOR REPLACEMENT OF THEM.
5. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, LOCATE AND DETERMINE THE UNDERGROUND UTILITIES ON THE PROJECT SITE. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES.
7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BIDDING TO BECOME FULLY FAMILIAR WITH THE EXISTING CONDITIONS OF THE SITE. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
8. THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.
9. DRAWING DIMENSIONS SHALL GOVERN OVER SCALING OF DRAWINGS. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.
11. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL CONFINE WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS PROVIDED OR EASEMENTS OBTAINED. COPIES OF ANY EASEMENTS THE CONTRACTOR OBTAINS FOR CONSTRUCTION WORK ON THIS PROJECT SHALL BE PROVIDED TO THE OWNER.
13. CONTRACTOR SHALL NOT INTERRUPT ACCESS TO OTHER PROPERTIES, WHERE INGRESS/EGRESS IS PERMITTED, DURING CONSTRUCTION.
14. CONTRACTOR SHALL INSTALL INITIAL EROSION CONTROL MEASURES FOR INSPECTION BY THE CITY PRIOR TO EARTH MOVING ACTIVITIES.
15. CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF WATERLOO, AFFECTED UTILITY COMPANIES, AND/OR AFFECTED PROPERTY OWNERS WHEN UTILITY SERVICES ARE INTERRUPTED DUE TO CONSTRUCTION ACTIVITIES ON THIS PROJECT.
16. TYPE A COMPACTION SHALL BE REQUIRED FOR EXCAVATION/EMBANKMENT WORK ON THIS PROJECT. ADDITIONAL COMPACTION REQUIREMENTS MAY BE REQUIRED FOR BUILDING CONSTRUCTION. REFER TO APPLICABLE SPECIFICATIONS FOR THAT WORK.
17. PROPOSED LINEWORK IS PROVIDED IN .DWG FORMAT AND THE EXISTING AND PROPOSED SURFACES ARE PROVIDED IN .XML FORMAT FOR BIDDING PURPOSES. NO OTHER ELECTRONIC DATA WILL BE PROVIDED FOR BIDDING PURPOSES. ALL ENTITIES WHO CHOSE TO USE THESE ELECTRONIC DOCUMENTS WHETHER ISSUED FOR BIDDING OR ISSUED DURING CONSTRUCTION SHALL ASSUME RESPONSIBILITY FOR ENSURING ITS ACCURACY TO THE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.
18. THE PARKING AREA SHOWN IN DETAIL ON L.03 IS A FUTURE PARKING LOT AND SHALL BE GRADED BUT WILL NOT UNDERGO FURTHER CONSTRUCTION AT THIS TIME.
19. THE POWER POLE SHOWN ON THE REMOVALS SHEET SHALL NOT BE REMOVED OR RELOCATED AT THIS TIME.
20. THE PROJECT DOES NOT MEET THE MINIMUM DISTURBED AREA CRITERIA AS OUTLINED IN THE GENERAL PERMIT NUMBER 2. ALL LOCAL ORDINANCES AND REGULATIONS SHALL APPLY.

APPLICABLE SUDAS SECTIONS:

Iowa Statewide Urban Design and Specifications (SUDAS) is available publicly at https://iowasudas.org

The following specifications sections are brought to the attention of the contractor for work on this project. Exclusion from this list shall not exempt other sections from applicability to work on this project.
For all items called out in subsection 1.08 MEASUREMENT AND PAYMENT, '1. Measurement:' and '2. Payment:' shall be excluded. '3. Includes:' shall still apply to all sections. Any reference to 'Unit price' or similar context shall refer to The Contract arrangement for payment in the Project Manual for this project. EXAMPLE: where a 6" Gate valve is called out in the Plans all incidentals under Division 5, Section 5020, Part 1, Sub Section 1.08, A., 3, shall apply.

DIVISION 2: Earthwork
- 2010: Earthwork, Subgrade, and Subbase

DIVISION 3: Trench Excavation and Backfill
- 3010: Trench Excavation and Backfill

DIVISION 4: Sewers and Drains
- 4010: Sanitary Sewers
- 4020: Storm Sewers
- 4040: Subdrains and Footing Drain Collectors
- 4060: Cleaning, Inspection, and Testing of Sewers

DIVISION 5: Water Mains and Appurtenances
- 5010: Pipe Fittings

DIVISION 6: Structures for Sanitary and Storm Sewers
- 6010: Structures for Sanitary and Storm Sewers
- 6030: Cleaning, Inspection, and Testing of Structures

DIVISION 7: Streets and Related Work
- 7010: Portland Cement Concrete Pavement
- 7030: Sidewalks, Shared Used Paths, and Driveways

DIVISION 8: Traffic Control
- 8020: Pavement Markings
- 8030: Temporary Traffic Control

DIVISION 9: Site Work and Landscaping
- 9010: Seeding
- 9040: Erosion and Sediment Control

DIVISION 10: Demolition
- 10,010: Demolition of Building Structures

Division 11: Miscellaneous
- 11,010: Construction Survey
- 11,050: Concrete Washout

APPLICABLE SUDAS DETAILS:

Iowa Statewide Urban Design and Specifications (SUDAS) is available publicly at https://iowasudas.org

The following details are brought to the attention of the contractor for work on this project. Exclusion from this list shall not exempt other details from applicability to site work on this project.

DIVISION 2: Earthwork
- 2010.101 - Details of Embankments and Rebuilding Embankments
- 2010.102 - Designation of Roadway Earthwork Items

DIVISION 3: Trench Excavation and Backfill
- 3010.101 - Trench Bedding and Backfill Zones
- 3010.103 - Flexible Gravity Pipe Trench Bedding
- 3010.104 - Pressure Pipe Trench Bedding

DIVISION 4: Sewers and Drains
- 4010.201 - Sanitary Sewer Service Stub
- 4020.211 - Storm Sewer Pipe Connections
- 4040.231 - Subdrains
- 4040.232 - Subdrain Cleanouts
- 4040.233 - Subdrain Outlets

DIVISION 5: Water Mains and Appurtenances
- 5010.102 - Tracer System
- 5010.901 - Minimum Clearance Between Water Service and Structure

DIVISION 6: Structures for Sanitary, Storm Sewers and Water Main
- 6010.401 - Circular Storm Sewer Manhole

DIVISION 7: Streets and Related Work
- 7010.101 - Joints
- 7010.901 - PCC Pavement Jointing
- 7010.904 - Typical Jointing Layout
- 7030.102 - Concrete Driveway, Type A [With Flares]
- 7030.103 - Driveway Grading
- 7030.104 - Right-of-way Grading

DIVISION 8: Traffic Control
- 8030-102 - Work off of Pavement with Minor Encroachment onto Traveled Way
- 8030.104 - Lane Closure on Low Volume Street (Self-Regulating)

DIVISION 9: Site Work and Landscaping
- 9040.102 - Filter Berm and Filter Sock
- 9040.103 - Rolled Erosion Control Product (RECP) Installation on Slopes
- 9040.104 - Rolled Erosion Control Product (RECP) Installation in Channel
- 9040.105 - Rip Rap for Pipe Outlet onto Flat Ground
- 9040.118 - Sediment Trap
- 9040.119 - Silt Fence
- 9040.120 - Stabilized Construction Entrance

BREWER CIVIL

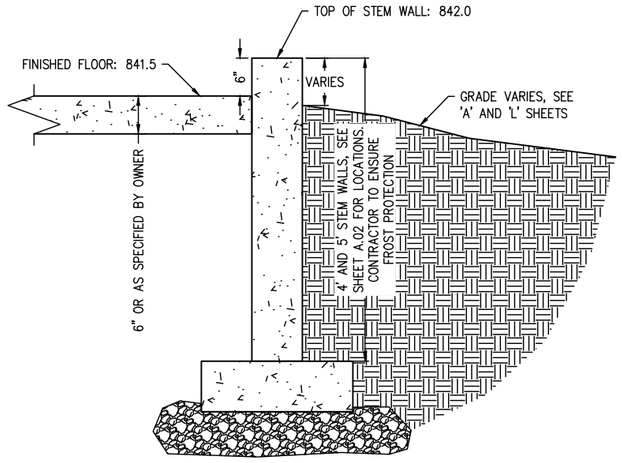
GENERAL NOTES

1809 JEFFERSON ST

PN: N/A
E & A PROPERTIES

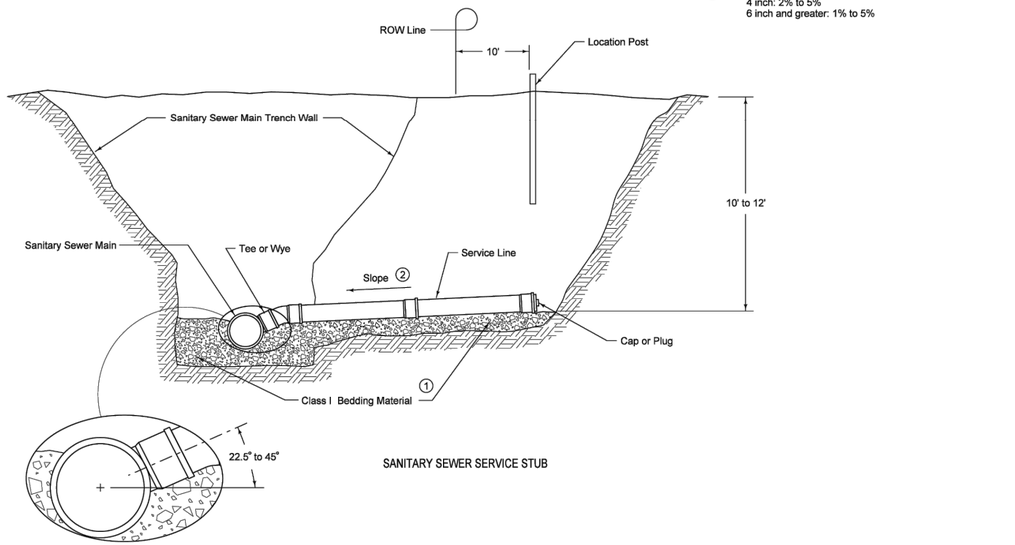
B.01

12/03/2025
FINAL

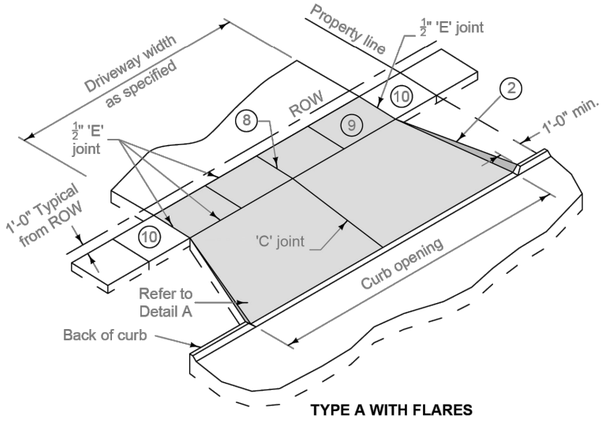


STEM WALL DETAIL
NTS

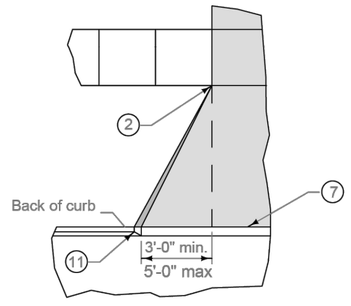
1. Place bedding and backfill material as required for sewer main.
2. Service Line Slope:
   4 inch: 2% to 5%
   6 inch and greater: 1% to 5%



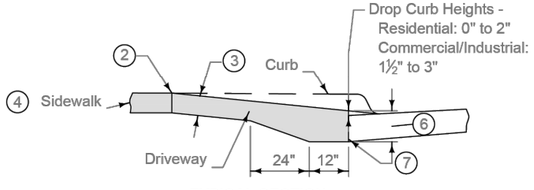
SANITARY SEWER SERVICE STUB



TYPE A WITH FLARES



DETAIL A
(Residential/Agricultural Only)



TYPICAL SECTION

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.
   See 7030.102A
4. Sidewalk thickness through driveway to match thickness of driveway.
5. Center reinforcing bar vertically in the pavement.
6. Match thickness of adjacent roadway, 8 inches minimum.
7. Provide 'E' joint at back of curb unless 'B' joint is specified.
8. For alleys, invert the pavement crown 2% toward center of alley.
9. 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.
10. 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.
11. Transition street curb at minimum 1:1 slope to meet driveway curb.

BREWER CIVIL

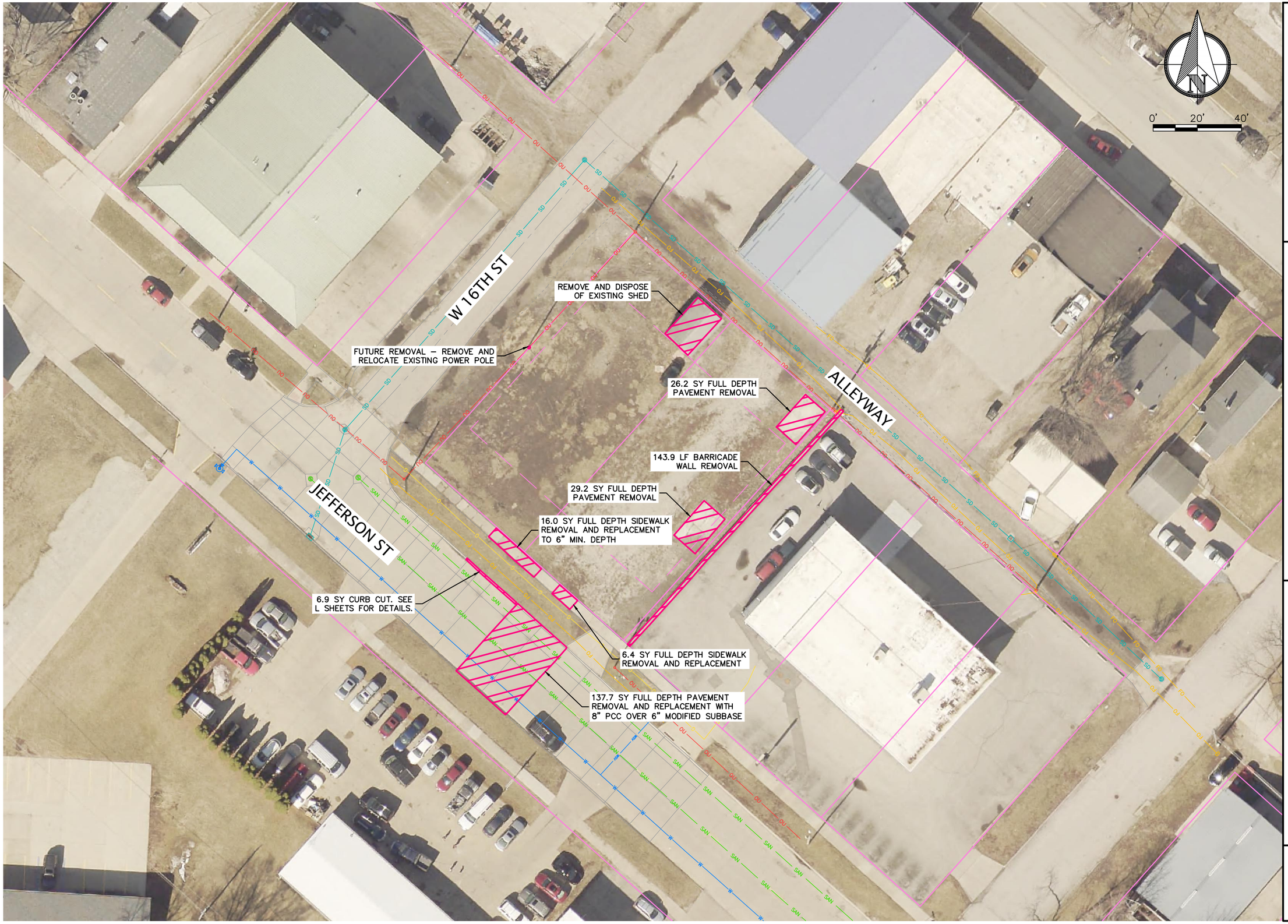
TYPICAL DETAILS

1809 JEFFERSON ST

PN: N/A
E & A PROPERTIES

B.02

12/03/2025
FINAL



BREWER CIVIL

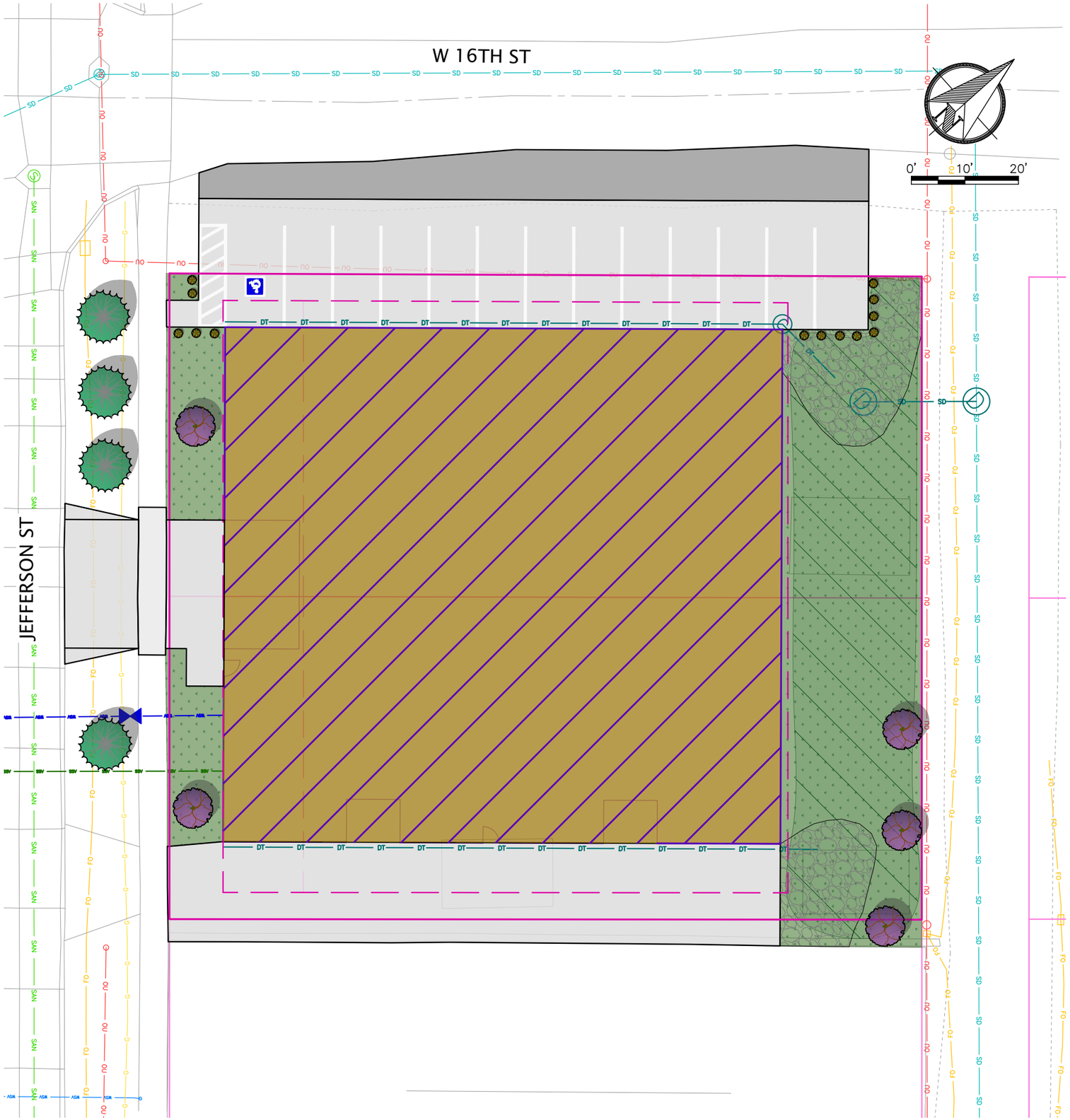
REMOVALS

1809 JEFFERSON ST

PN: N/A
E & A PROPERTIES

C.01

12/03/2025
FINAL



ZONED: M-1, LIGHT INDUSTRIAL DISTRICT
LOT SIZE: 16889.56 SF // 0.39 ACRES

LOT AREA UTILIZATION:
BUILDING FOOTPRINT: 9984.00 S.F. (59.11%)
TOTAL PAVEMENT & SIDEWALKS: 3199.08 S.F. (18.94%)
TOTAL VEGETATED SURFACE: 3706.48 S.F. (21.95%)

REQUIREMENTS PER ORDINANCE (PARAPHRASED):

- LANDSCAPED AREA >20% IS .03 pts/SF
  16889.56 SF * .03 = 507 POINTS

SUB REQUIREMENTS
- MINIMUM 65% OF ALL REQUIRED POINTS ACHIEVED THROUGH TREE PLANTINGS
  507 Pts * 65% = 330 POINTS FOR TREES

LANDSCAPING PROVIDED
- (4) CONIFEROUS TREE 6 FOOT HEIGHT - 80 pts * 4 = 320
- (5) UNDERSTORY TREE 2" CALIPER TREE - 40 pts * 5 = 200
- (13) 5 GALLON SHRUB - 10 pts * 13 = 130

Pts REQUIRED = 507
Pts PROVIDED = 650

LANDSCAPE LEGEND

OVER STORY TREE

CONIFEROUS TREE

UNDERSTORY TREE

CONIFEROUS SHRUB

DECIDUOUS SHRUB

ORNAMENTAL GRASS

TYPE 1 SEED MIX (LAWN)
SUDAS 9010.06

MEASURED COMPLIANCE

OVERSTORY TREES	
4 INCH CALIPER OR GREATER	100 POINTS
3 INCH CALIPER OR GREATER	90 POINTS
2 INCH CALIPER OR GREATER	80 POINTS
TREES WITH CALIPER OF MORE THAN 4 INCHES 25 POINTS PER INCH	
CONIFERS	
10 FOOT HEIGHT OR GREATER	100 POINTS
8 FOOT HEIGHT OR GREATER	90 POINTS
6 FOOT HEIGHT OR GREATER	80 POINTS
5 FOOT HEIGHT OR GREATER	40 POINTS
4 FOOT HEIGHT OR GREATER	30 POINTS
3 FOOT HEIGHT OR GREATER	20 POINTS
UNDERSTORY TREES	
2 INCH CALIPER OR GREATER	40 POINTS
1½ INCH CALIPER OR GREATER	30 POINTS
1 INCH CALIPER OR GREATER	20 POINTS
SHRUBS	
5 GALLON OR GREATER	10 POINTS
2 GALLON OR GREATER	5 POINTS

BREWER CIVIL

LANDSCAPE PLAN

1809 JEFFERSON ST

PN: N/A
E & A PROPERTIES

K.01

12/03/2025
FINAL



PAVEMENT HATCHING LEGEND

PCC PAVEMENT, 6" PCC ON 6" MODIFIED SUBBASE
(REPRESENTS PR. PAVEMENT ALL OTHER SHEETS)

PCC SIDEWALK, 5" PCC ON 4" MODIFIED SUBBASE
(OVERLAY HATCH)

PCC PAVEMENT, 8" PCC ON 6" MODIFIED SUBBASE
(OVERLAY HATCH)

ADA CODE SUMMARY:

TURNING SPACE: A PAVED SURFACE NOT EXCEEDING 2% SLOPES IN ANY DIRECTION

RAMP: ANY INCLINE EXCEEDING 1:20 (5%) BUT SHALL NOT EXCEED 1:12 (8.33%) LONGITUDINALLY.

HANDRAILS REQUIRED: HANDRAILS REQUIRED ON ANY RAMP WITH AN ELEVATION CHANGE GREATER THAN 6"

PAVEMENT NOTES:

1. SIDEWALKS ARE DESIGNED AT 1.5% CROSS SLOPE OR LESS. AS CONSTRUCTED CROSS SLOPS SHALL NOT EXCEED 2%.
2. CARE SHALL BE TAKEN TO INSTALL WALKS IN ACCORDANCE WITH THE SURFACE DESIGN HEREIN.
3. HANDICAP STALLS ARE 11' WIDE MEASURED FROM CENTER TO CENTER OF PAVEMENT MARKING. STANDARD STALLS ARE 9' WIDE MEASURED CENTER TO CENTER OF PAVEMENT MARKING.
4. PROVIDE AND INSTALL HANDICAP PARKING SIGNS. SIGNS SHALL BE ALUMINUM ON GALVANIZED STEEL SQUARE TUBE UNLESS MOUNTED TO BUILDING.

BREWER CIVIL

PAVING PLAN

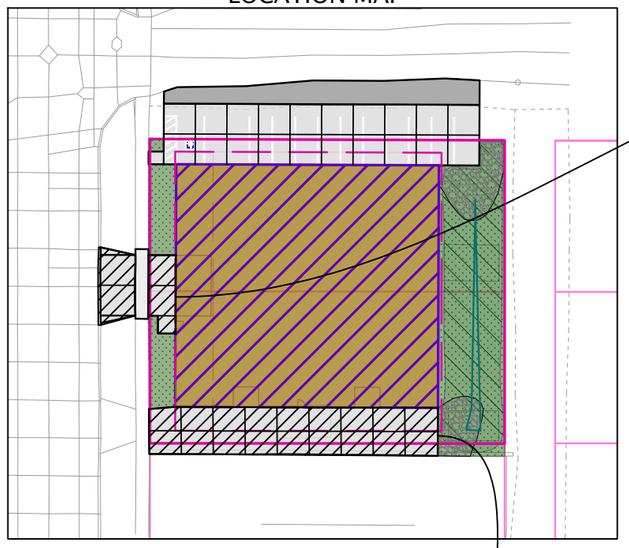
1809 JEFFERSON ST

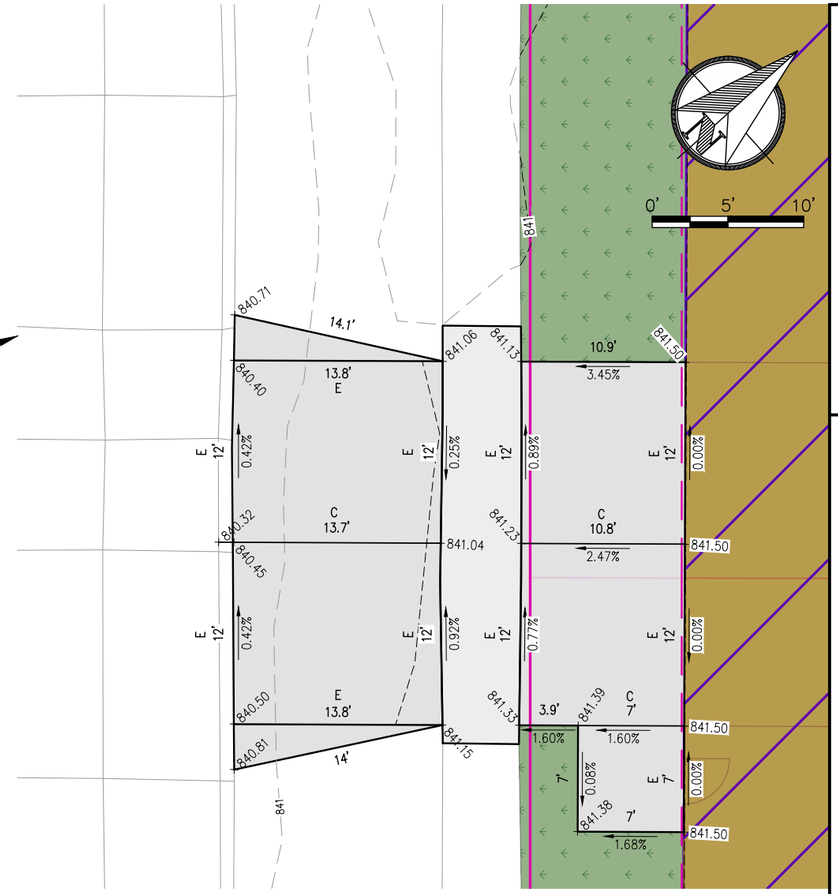
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E & A PROPERTIES

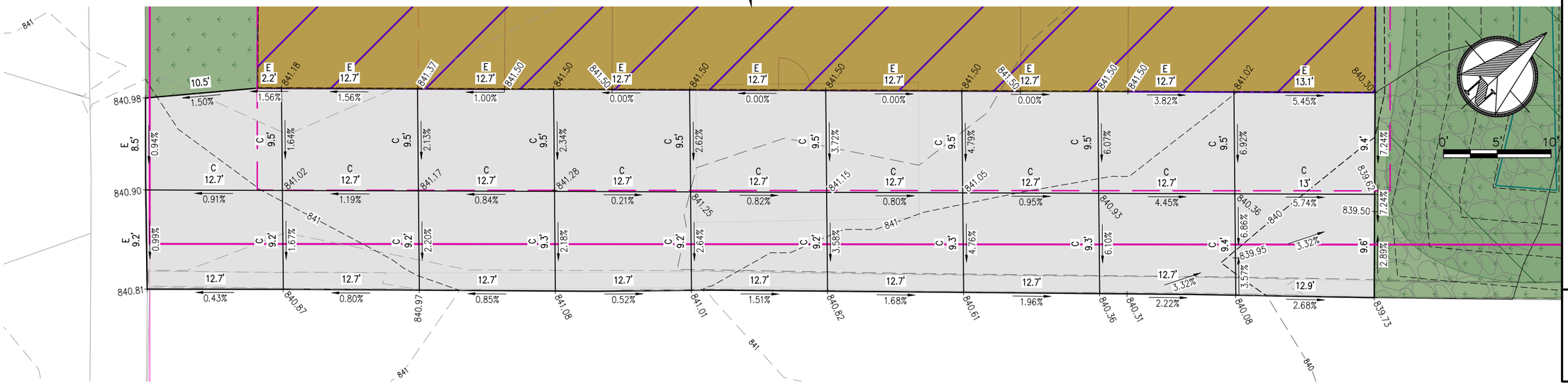
L.01

12/03/2025
FINAL

LOCATION MAP







BREWER CIVIL

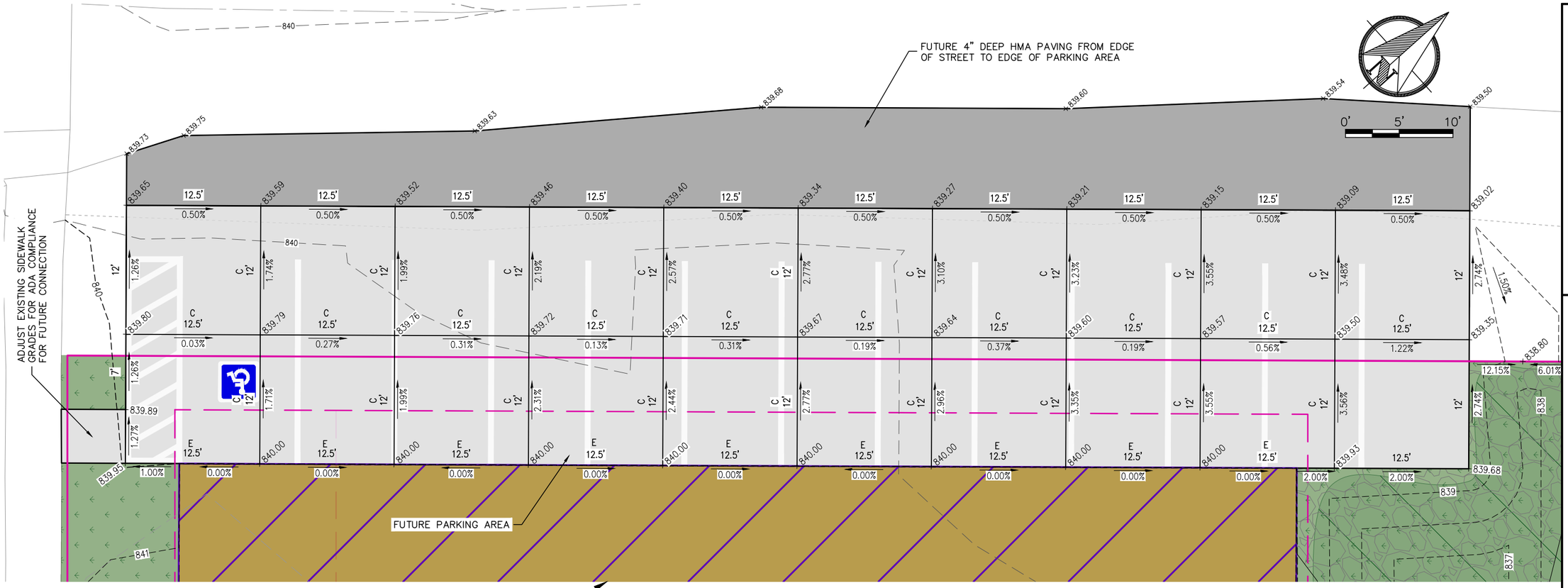
PAVING DETAIL

1809 JEFFERSON ST

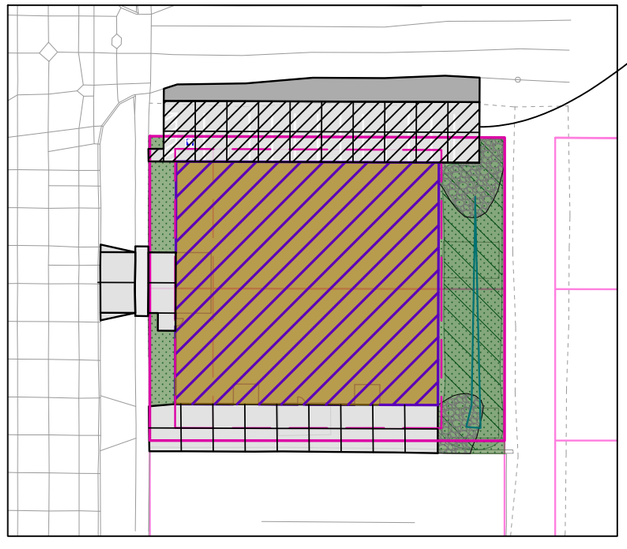
PN: N/A
E & A PROPERTIES

L.02

12/03/2025
FINAL



LOCATION MAP



NOTE: FUTURE PARKING AREA, SHALL BE GRADED BUT WILL NOT UNDERGO HARD SURFACE PAVING AT THIS TIME. THIS AREA WILL NOT BE USED FOR PARKING UNTIL SUCH TIME AS THE PAVING IS COMPLETED.

BREWER CIVIL

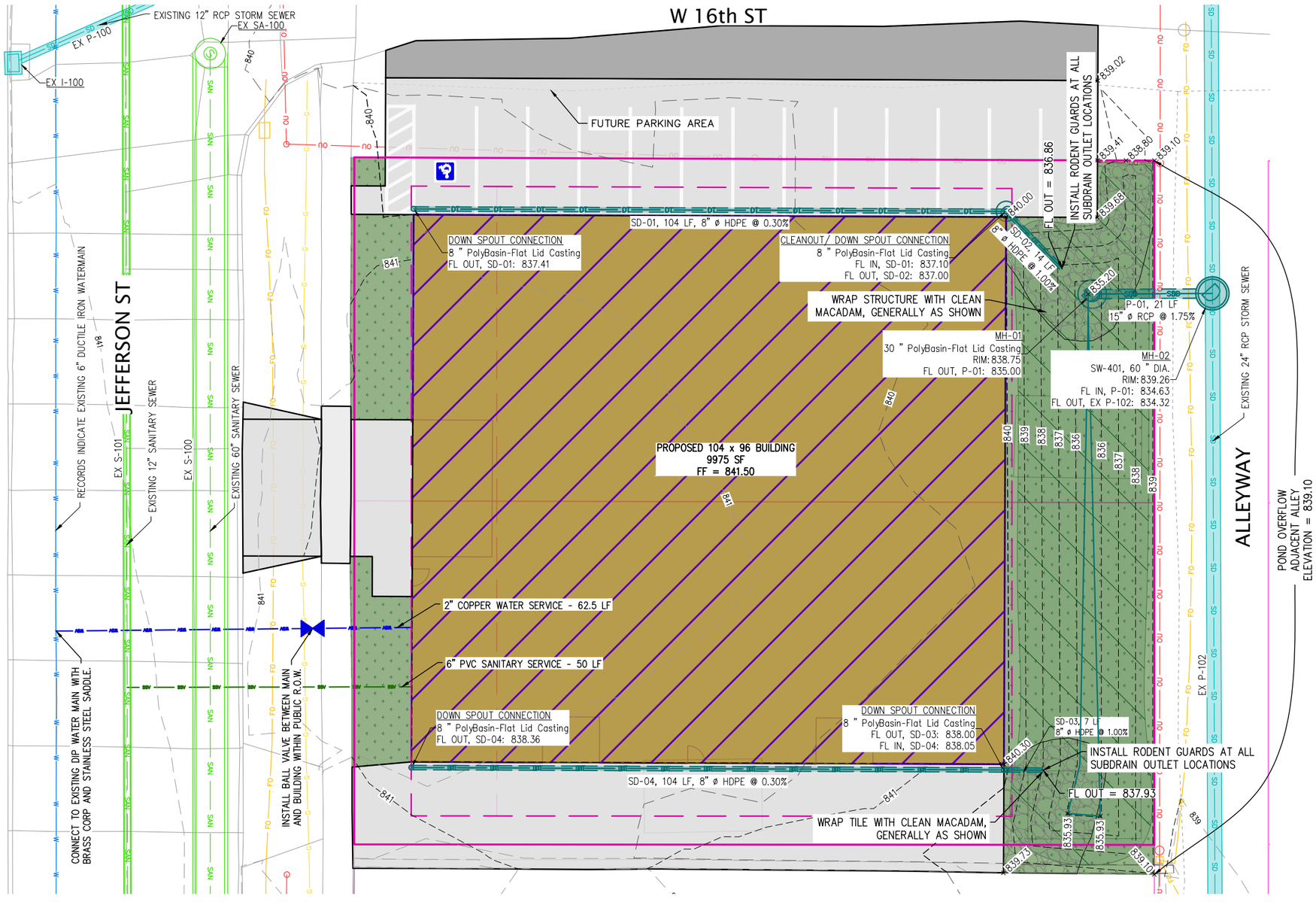
PAVING DETAIL

1809 JEFFERSON ST

PN: N/A
E & A PROPERTIES

L.03

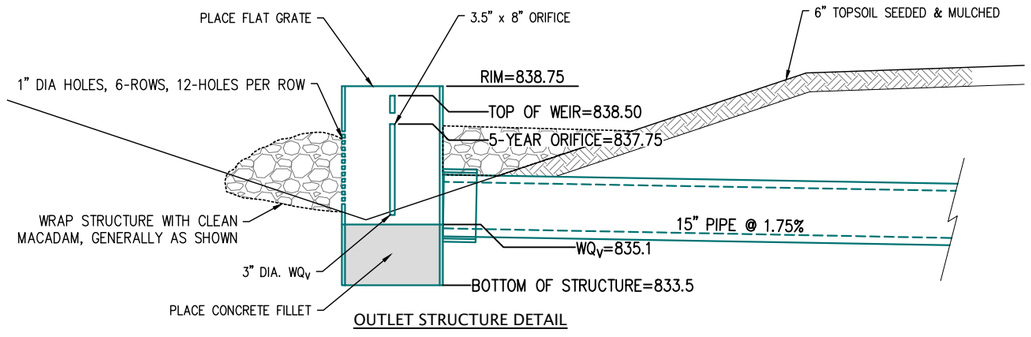
12/03/2025
FINAL



0' 10' 20'

WATER SERVICE NOTES:

1. SERVICE SADDLES: ANSI/AWWA REQUIREED ON ALL DUCTILE IRON (1-½" TO 2" ONLY) AY MCDONALD 3845, 3846 OR SMITH-BLAIR 325, 397 SINGLE FLAT STAINLESS STEEL STRAP, STUDS, WASHERS, NUTS WITH BRONZE BODY, OR FUSION BONDED FLEXI-COAT EPOXY COATED DUCTILE IRON BODY.
2. BALL CURB VALVES: ANSI/AWWA C800 (COMPRESSION TYPE) AY MCDONALD OR MUELLER STYLE RATED FOR MINIMUM 300 PSIG WATER PRESSURE WITH 90 DEGREE ON/OFF TEE OPERATING HEAD WITH POSITIVE STOP.
3. CURB BOX ARCH PATTERN: ANSI/AWWA C800 WITH STAINLESS STEEL ROD AND COTTER PIN AY MCDONALD 5601, 5603 WITH 5660SS - 5'-0" SHUTOFF ROD.



OUTLET STRUCTURE DETAIL

BREWER CIVIL

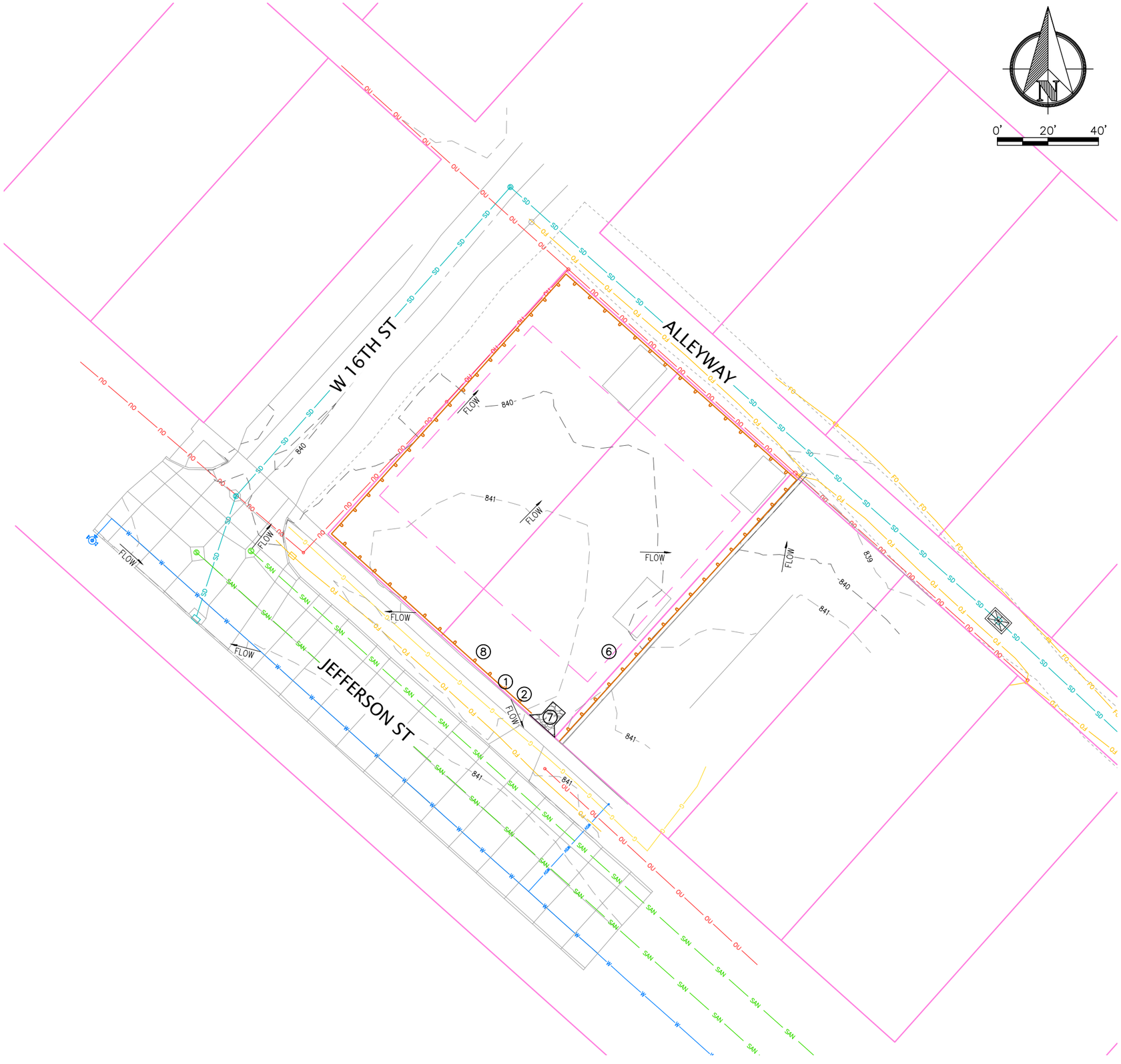
UTILITY PLAN

1809 JEFFERSON ST

PN: N/A
E & A PROPERTIES

M.01

12/03/2025
FINAL



SEQUENCE OF ACTIVITIES

INITIAL

PREPARATION OF SITE FOR MOBILIZATION AND COMMENCEMENT OF WORK

1. INSTALL SWPPP BOX
2. ESTABLISH PERIMETER CONTROLS
3. INSTALL TEMPORARY CONSTRUCTION ENTRANCE
4. INSTALL PORTABLE SANITARY FACILITY
5. ESTABLISH STAGING & PARKING AREAS
6. ESTABLISH STOCK PILE CONTROLS
7. PLACE INLET PROTECTION DEVICES ON ROADWAY INLETS.

NOTES:

1. NOT ALL KEY AND/OR LEGEND ITEMS MAY BE USED AND SHOWN ON THIS PLAN. THEY ARE AVAILABLE FOR USE IF NEEDED.
2. PORTABLE SANITARY FACILITY SHALL BE STAKED DOWN TO WITHSTAND ANY ANTICIPATED WINDS
4. STABILIZATION MEASURES SHALL BE INITIATED IMMEDIATELY ON ANY EXPOSED SOILS IF EARTH DISTURBING ACTIVITIES HAVE CEASED TEMPORARILY OR PERMANENTLY AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
5. ADDITIONAL AND MORE COMPREHENSIVE DETAILS AND INSTRUCTIONS CONTAINED WITHIN THE SWPPP DOCUMENT
6. CONCRETE SLURRY GENERATED BY WET SAWING SHALL BE VACUUMED OR UTILIZE OTHER ACCEPTABLE CONTAINMENT METHOD TO CAPTURE AND DISPOSE OF THE MATERIAL IN ACCORDANCE WITH APPLICABLE LAWS.

LEGEND

- PCC
- TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
- GRANULAR SURFACING PERMANENT OR TEMPORARY
- EROSION MULCHING
- TEMPORARY ROLLED EROSION CONTROL PRODUCT
- INLET PROTECTION - SILT BAG
- INLET PROTECTION - OPEN THROAT (IA DOT EC-602)
- 9" - FILTER SOCK, MULCH FILL**
- SILT FENCE, J HOOKS PER SUDAS 9040.119

** MAY SUBSTITUTE WITH SILT FENCE OR MULCH BERM WHERE PERMITTED

KEY

1. SWPPP BOX
2. PORTABLE SANITARY FACILITY
3. CONSTRUCTION DUMPSTER
4. CONSTRUCTION PARKING
5. CONSTRUCTION TRAILER
6. MATERIAL STORAGE
7. STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
8. CONCRETE WASHOUT

BREWER CIVIL

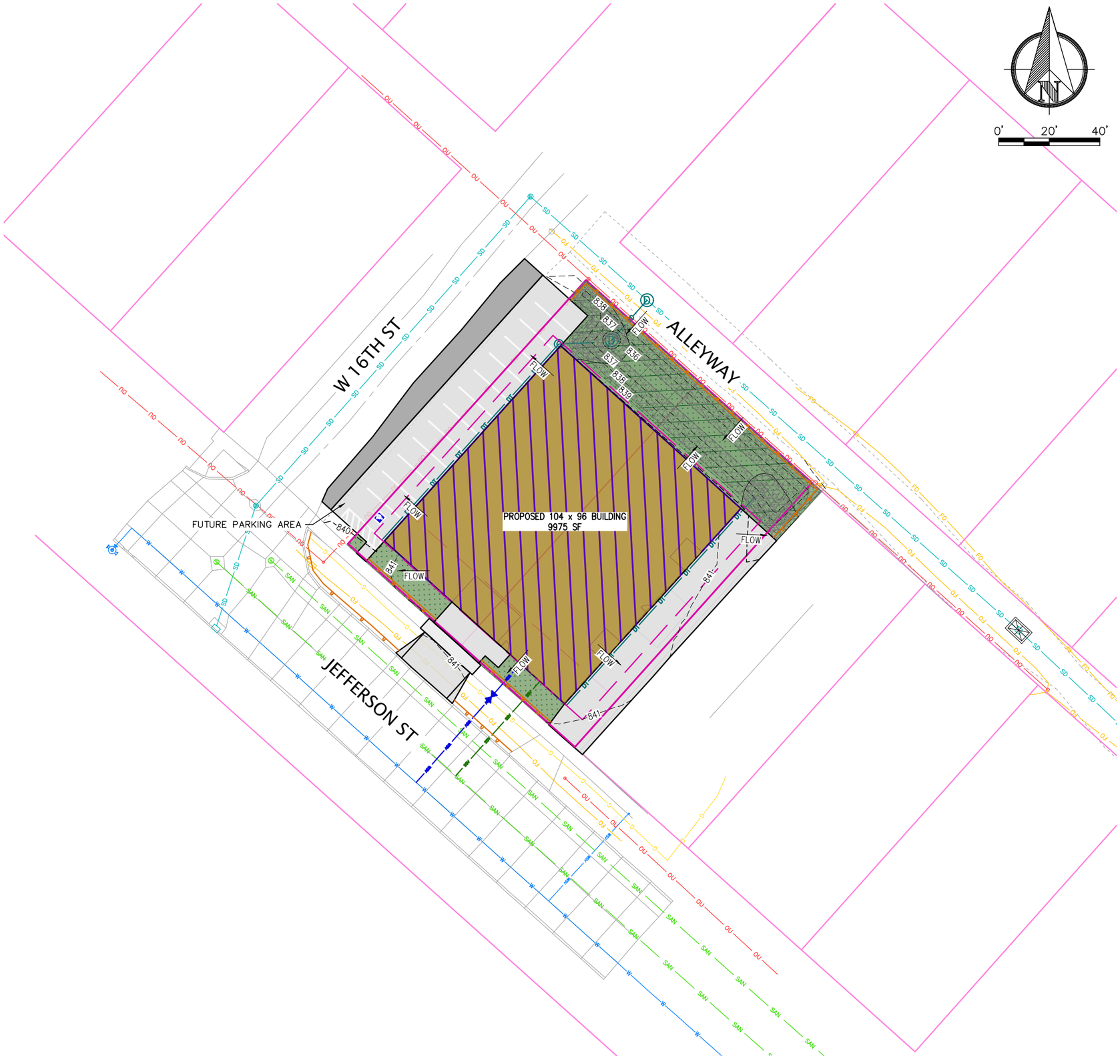
PRE-GRADING SWPPP

1809 JEFFERSON ST

PN: N/A
E & A PROPERTIES

R.01

12/03/2025
FINAL



SEQUENCE OF ACTIVITIES

FINAL STABILIZATION

1. REMOVAL OF SILT FROM DETENTION BASIN
   - 1.A. DREDGE BASIN TO REMOVE ACCUMULATING SILT.
   - 1.B. REMOVE TEMPORARY SILT DEVICE FROM OUTLET STRUCTURE OF BASIN.
2. SPREAD TOP SOIL
3. SEEDING
   - 3.A. REMOVE EROSION FROM DEVICES
   - 3.B. FINISHED GRADE AND PREP SEEDING AREAS
   - 3.C. PLACE SEEDING, MULCHING, AND FERTILIZER
   - 3.D. WATER AS NECESSARY
4. SEEDING ESTABLISHED
   - 4.A. REMOVE ALL TEMPORARY CONTROLS.
   - 4.B. BEGIN DETENTION SYSTEM MAINTENANCE SCHEDULE.

LEGEND

- PCC
- TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
- GRANULAR SURFACING PERMANENT OR TEMPORARY
- EROSION MULCHING
- TEMPORARY ROLLED EROSION CONTROL PRODUCT
- INLET PROTECTION - SILT BAG
- INLET PROTECTION - SOCK
- 9" - FILTER SOCK, MULCH FILL**
- SILT FENCE

** MAY SUBSTITUTE WITH SILT FENCE OR MULCH BERM WHERE PERMITTED

KEY

1. SWPPP BOX
2. PORTABLE SANITARY FACILITY
3. CONSTRUCTION DUMPSTER
4. CONSTRUCTION PARKING
5. CONSTRUCTION TRAILER
6. MATERIAL STORAGE
7. STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
8. CONCRETE WASHOUT

NOTES:

1. NOT ALL KEY AND/OR LEGEND ITEMS MAY BE USED AND SHOWN ON THIS PLAN. THEY ARE AVAILABLE FOR USE IF NEEDED.
2. PORTABLE SANITARY FACILITY SHALL BE STAKED DOWN TO WITHSTAND ANY ANTICIPATED WINDS
4. STABILIZATION MEASURES SHALL BE INITIATED IMMEDIATELY ON ANY EXPOSED SOILS IF EARTH DISTURBING ACTIVITIES HAVE CEASED TEMPORARILY OR PERMANENTLY AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
5. ADDITIONAL AND MORE COMPREHENSIVE DETAILS AND INSTRUCTIONS CONTAINED WITHIN THE SWPPP DOCUMENT
6. CONCRETE SLURRY GENERATED BY WET SAWING SHALL BE VACUUMED OR UTILIZE OTHER ACCEPTABLE CONTAINMENT METHOD TO CAPTURE AND DISPOSE OF THE MATERIAL IN ACCORDANCE WITH APPLICABLE LAWS.

BREWER CIVIL

POST-GRADING SWPPP

1809 JEFFERSON ST

PN: N/A
E & A PROPERTIES

R.02

12/03/2025
FINAL

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving the acceptance of a Donation of Real Property Agreement with Iowa Heartland Habitat for Humanity, for property located west of 406 Almond Street, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is a request to approve the donation of the property located west of 406 Almond Street at the southeast corner of Almond St and Clay Street to the City of Waterloo from Iowa Heartland Habitat for Humanity. Habitat will build a neighborhood park prior to the donation, and then once donated Leisure Services will maintain it as a public park. Attached is the donation agreement, as well as plans for the park improvements.

NEIGHBORHOOD IMPACT

This will have a positive impact on the historic Walnut Neighborhood, by providing a public neighborhood park for the area children.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lot 11 of Block 69 of Cooley Addition, City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. Donation Agreement Habitat Walnut Park
2. Walnut Neighborhood Park_Updated Layout_2026.05.08

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement (the "Agreement") is entered into as of May 5, 2026 by and between Iowa Heartland Habitat for Humanity ("Donor") and City of Waterloo, Iowa ("City").

WHEREAS, Donor is the owner of the real property that is legally described in Exhibit "A" attached to this Agreement (the "Property").

WHEREAS, Donor desires to donate the Property to City, and City desires to accept donation of the Property, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DONATION. Possession of the Property shall be delivered to City at closing. Closing shall occur at City Hall, 715 Mulberry Street, Waterloo, Iowa, after approval of this agreement by Waterloo City Council and after installation of park amenities, completion of the park improvements, and acceptance of the park improvements by the City of Waterloo, on a date mutually agreeable to the parties, subject to prior satisfaction or waiver of any conditions stated in this Agreement.

2. REAL ESTATE TAXES. Donor shall pay taxes prorated to the closing date in accordance with the provisions of Iowa Code § 427.2, and any unpaid real estate taxes payable in prior years, either paying City, or giving City a credit, for all of such taxes. City shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. Donor shall pay at time of closing all installments of special assessments which are a lien on the Property as of closing or which can be verified to be owing as of the closing date but are not yet certified as a lien. City shall pay all other special assessments or installments.

4. RISK OF LOSS AND INSURANCE. Donor agrees to maintain existing insurance, if any, to the date of closing and shall bear the risk of loss or damage to the Property until the date of closing. In the event of substantial damage or destruction prior to closing, the City shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this Agreement null and void.

5. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

6. CONDITION OF PROPERTY. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, shall continue to progress into a completed park, and will be preserved by the Donor in its present condition until closing, ordinary wear and tear excepted, except as provided for park improvements. Donor transfers the Property "AS IS" (including the park improvements) and disclaims any representations or warranties, express or

implied, with respect to the Property, including without limitation, any warranties of merchantability or fitness for a particular purpose, except for those representations and warranties expressly made by Donor in this Agreement. City hereby releases Donor from any and all liability relating to Property, including without limitation, environmental conditions, except for liabilities arising from Donor's own affairs. Also see Section 9.

7. ABSTRACT AND TITLE. City may, at its own expense, obtain an abstract of title to the Property continued through a date that is within 30 days of the closing. It shall show marketable title in Donor in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The Donor shall make every reasonable effort to promptly perfect the title. If closing is delayed due to Donor's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days' written notice to the other party. If the abstract is a continuation of an existing abstract provided by Donor, the abstract shall become the property of City at closing. Donor shall pay the costs of any additional abstracting and title work due to any act or omission of Donor, including transfers by Donor or its assignees.

8. SURVEY. City may, at City's expense, have the Property surveyed and certified by a registered land surveyor prior to closing if a survey is required by law. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

9. ENVIRONMENTAL MATTERS.

A. Donor warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Donor has done nothing to contaminate the Property with hazardous wastes or substances. Donor warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Donor shall also provide City with a properly executed groundwater hazard statement if there are any wells, solid waste disposal sites, hazardous wastes, underground storage tanks, private burial sites, or septic tanks located on the Property. Any other exceptions to the warranties set forth above are fully described here or on a separate addendum attached hereto:

_____

_____

B. Donor hereby represents that, to the best of its knowledge and belief, there is no active or abandoned septic tank or septic system on the property, except as described here:

_____

_____

C. City may, at City's expense, have the Property inspected further for the existence of any hazardous materials, substances, or wastes, and may have a Phase I environmental

assessment completed. City shall not conduct a Phase II assessment without Donor's prior written consent. Donor shall cooperate in providing reasonable access to City's inspectors and engineers. Donor shall provide to City a copy of any report or information in Donor's possession with respect to environmental assessment, investigation, testing or remediation. If hazardous materials, substances, or wastes are discovered on the Property, City's obligation hereunder shall, unless waived by City, be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to City. However, in the event Donor is required to expend any sum in excess of $100 to remove any hazardous materials, substances, conditions or wastes, Donor shall have the option to cancel this transaction and refund to City all earnest money paid and declare this Agreement null and void. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by Donor, subject to Donor's right to cancel this transaction as provided above. Notwithstanding the above, asbestos on the premises is not included in Donor's remediation duties as City will remove same at its own expense in connection with demolition.

10. DEED. Donor shall convey the Property to City by Special Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by City.

11. STATEMENT AS TO LIENS. If City intends to assume or take subject to a lien on the Property, Donor shall furnish City with a written statement prior to closing from the holder of such lien, showing the correct balance due.

12. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

Donor: Iowa Heartland Habitat for Humanity
803 W 5th St.
Waterloo, IA 50702

City: City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
Attn: Community Planning & Development Director

13. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement is binding on the parties and their respective successors and assigns. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

14. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

15. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties, superseding all prior or contemporaneous understandings, negotiations, discussions, or agreements between the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written instrument duly signed by the parties.

16. COUNTERPARTS. This Agreement may be signed in multiple counterparts, each of which, including counterparts signed electronically or signed counterparts transmitted by electronic means, shall be deemed an original and all of which together shall constitute one and the same instrument.

17. OTHER TERMS. (a) Donor represents that the Property is currently vacant and agrees that it will have a shelter, playground equipment, fencing, and other miscellaneous park amenities installed by closing.

IN WITNESS WHEREOF, the parties have entered into this Real Property Donation Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Dave Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

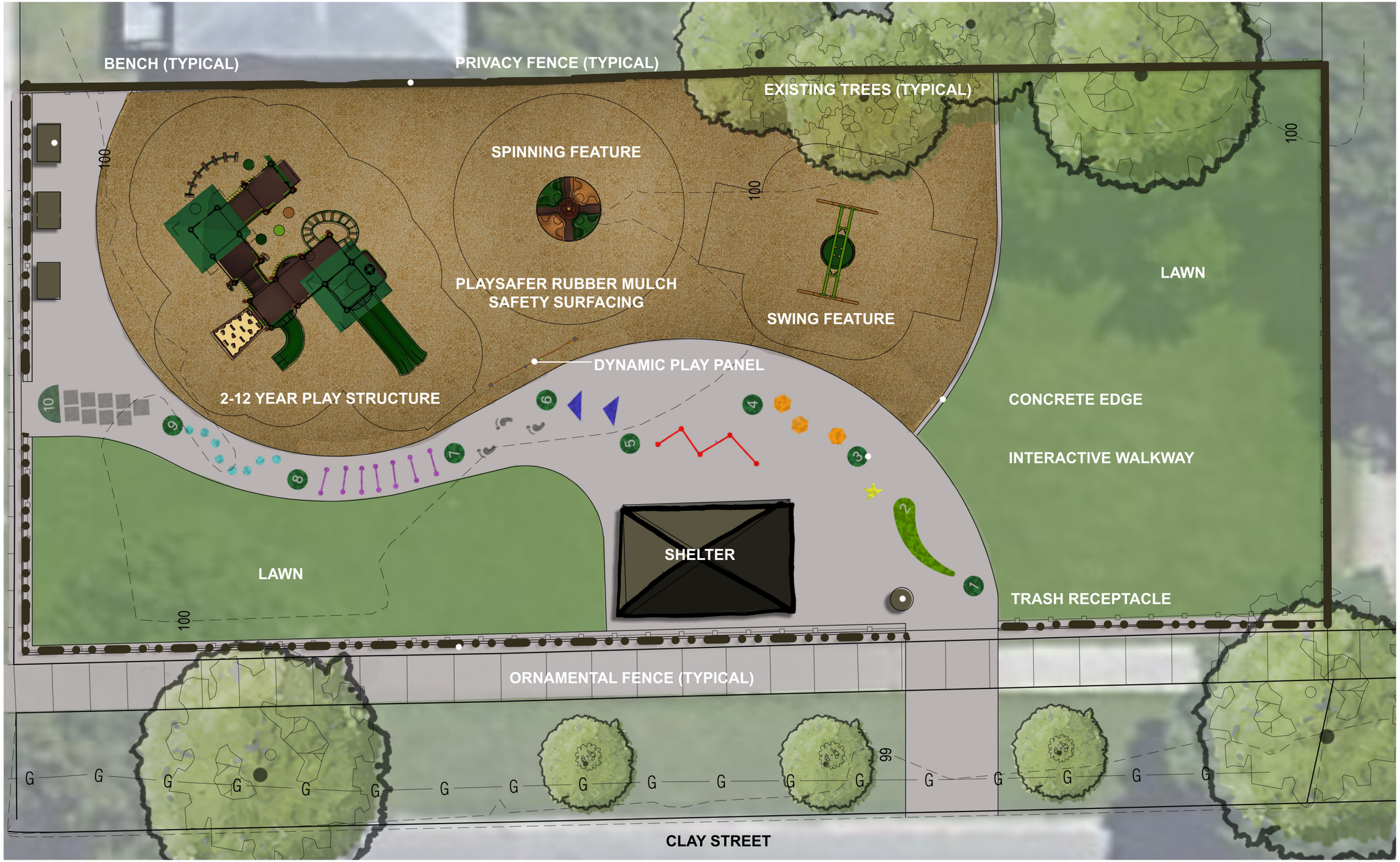
IOWA HEARTLAND HABITAT FOR HUMANITY

_____
Signature

Alison Parrish
Name

Executive Director
Title

RITLAND+KUIPER
LANDSCAPE ARCHITECTS



WALNUT NEIGHBORHOOD PARK CONCEPT PLAN

WATERLOO, IA

North

0 5' 10'

Scale: 1"=10'

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving an Acquisition Contract and accepting a deed to sell real property to the City of Waterloo, from Jonathan Swarts a/k/a Jonathon Swartz, in the amount of $60,000.00, for property located at 1708 and 1716 Lafayette Street and the lot between, and authorizing the Mayor and City Clerk to execute said documents.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo is requesting to purchase property at 1708, 1716 Lafayette Street and the property between the two addresses for future development. The properties are located in the former Rath Packing Plant area. The area has seen a lot of redevelopment over the past decade with the moving of Crystal Distribution and their multiple expansions, and the creation of the Human Services Campus. These lots are expected to be highly sought after for development.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Rath TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lots 11, 12, and 13 in Block 1, "Morning Side Addition", in Waterloo, Iowa.

ATTACHMENTS

1. Acquisition Contract Swarts
2. Swarts Acquisitions Aerial

ACQUISITION CONTRACT

This **ACQUISITION CONTRACT** (the "Contract") is entered into as of _____, 202___, by and between Jonathan Swarts a/k/a Jonathon Swartz ("Seller") and the City of Waterloo, Iowa ("Buyer" or "City").

1. Identification of Property; Sale. Seller agrees to sell to Buyer, and Buyer agrees to buy, the real estate in the City of Waterloo known as Tax Parcel 8913-25-283-008, Tax Parcel 8913-25-283-009, and Tax Parcel 8913-25-283-010, the legal description of each being set forth in the attached Exhibit A (the "Property"). The Property also includes, if applicable, all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon.

2. Possession Prior to Closing. Possession of the Property is the essence of this Contract, and Buyer may enter and assume full use and enjoyment of the Property pursuant to and in accordance with the terms of this Contract. Seller grants Buyer the immediate right to enter the Property for the purpose of gathering survey and soil data and for any other lawful and reasonable purposes. Seller may surrender possession of the Property or any part thereof prior to the time at which it has hereinafter agreed to do so and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer at (319) 291-4366.

3. Purchase Price. The Purchase Price shall be due and payable in full at closing as stated below, to be delivered to Seller upon performance of Seller's obligations and satisfaction of the Buy's contingencies, if any:

A. Tax Parcel 8913-25-283-008: **$20,000.00**

B. Tax Parcel 8913-25-283-009: **$20,000.00**

C. Tax Parcel 8913-25-283-010: **$20,000.00**

4. Possession. Possession of the Property shall be delivered to Buyer at closing, which shall occur on a date to be determined by the parties hereafter, but in any event after the approval of title by Buyer and satisfaction or waiver of contingencies, if any. No later than the closing date, Seller shall remove from the Property all of its personal property, trash, and debris of any type that is not a structure or a fixture. Within said time Seller shall also remove all hazardous materials and/or substances from the Property on or above the ground surface, including but not limited to barrels, cans, or bottles of any kind.

5. Tenants. Seller warrants that there are no tenants on the Property holding under a lease or otherwise in possession of the Property.

6. Post-Closing Salvage License. Subject to applicable federal, state, and local laws and regulations (including ordinances and codes) (hereinafter, collectively, "Applicable Law"), Seller is granted a limited and revocable license to enter the Property for a period of thirty (30) days following the date of Closing (the "Salvage Period") for the purpose of removing fixtures, items, and/or material from the Property. However, this License shall not be effective unless and until Seller provides notice to the City as to the activities anticipated to be performed and the fixtures, items, and/or material that are anticipated to be removed. Upon request by the City, Seller shall

provide an inventory or itemized list of all fixtures or items actually removed from the Property. The City shall be permitted to revoke this License at any time upon oral or written notice to Seller. The City retains the right to entry and access with respect to the Property during the Salvage Period.

Seller shall perform all removal activities in a safe and workmanlike manner and in compliance with Applicable Law. Seller shall not take any action or perform any work on or about the Property that would create, cause, or contribute to any Environmental Hazard. The term "Environmental Hazard" means any condition on the Property that (i) constitutes a violation of applicable environmental law, (ii) requires reporting, remediation, or response action under applicable law, or (iii) poses a material risk of harm to human health or the environment, including the presence, release, or threatened release of any Hazardous Substance.

The grant of this License shall not be construed as a representation or warranty by City that the removal of any particular fixture, item, or material from the Property is lawful or permissible under Applicable Law and shall not be construed as constituting the issuance or grant of an otherwise required permit or approval. Seller shall be responsible for determining the lawfulness of his activities taken in connection with this License, and Seller shall at all times and in all respects comply with all Applicable Law, including but not limited, obtaining any necessary or required permits or approvals.

Seller acknowledges and agrees that the City is granting this License solely as an accommodation upon the request of Seller and makes no representations or warranties of any kind regarding the condition of the Property or its suitability for the activities contemplated by the Salvage License. The Property is accepted for purposes of the Salvage License in its "AS IS, WHERE IS, WITH ALL FAULTS" condition. Seller acknowledges that the Property may contain hazardous conditions, including but not limited to structural deficiencies, exposed materials, or unsafe systems, and Seller assumes all risks associated with entry and activities conducted thereon. Seller further acknowledges that City has no obligation or duty to take any action with respect to the Property to facilitate Seller's entry onto the Property or Seller's removal activities.

Seller shall indemnify, defend, and hold harmless Buyer, the City of Waterloo, Iowa, and its officers, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to (i) Seller's entry upon the Property, (ii) the removal of any items by or on behalf of Seller, (iii) any injury to persons (including death) or damage to property occurring in connection with the Salvage License, and (iv) any violation of applicable laws, ordinances, or regulations by Seller.

The terms, duties, and obligations in this Section, including the indemnification duties and obligations, shall survive Closing and expiration or revocation of the License.

7. Abstract; Seller Obligations; Warranty Deed. Seller will furnish and deliver to Buyer an abstract of title continued to a date within thirty (30) days before the closing date, showing merchantable title to the Property in Seller in conformity with this Contract, Iowa law, and title standards of the Iowa State Bar Association. Seller agrees to pay the cost of abstract continuation, or creation, as necessary. Seller agrees to obtain court approval of this Contract, if requested by the Buyer, if title to the Property becomes an asset of any estate, trust, conservatorship or guardianship. Seller agrees to pay court approval costs and all other costs necessary to transfer the Property to the Buyer. Seller agrees to pay all encumbrances, claims, liens and assessments against the Property, including all taxes and special assessments prorated to the closing date as required by Section 427.2 of the Code of Iowa, agrees to warrant merchantable title, and shall convey the Property to Buyer by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Contract.

8. Joint Tenancy. If the Seller holds title to the Property in joint tenancy with full rights of survivorship and not as tenants in common at the time of this Contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

9. Contract Binding. This Contract shall apply to and bind the legal successors in interest of the Seller.

10. Enforcement; Damages. The terms, duties, and obligations of this Contract shall survive Closing and conveyance of the Property and shall be enforceable by appropriate legal process or action, and damages for a breach or violation of this Contract shall be available to either party following Closing and conveyance of the Property. In the event of the commencement of a legal proceeding or action in connection with this Contract, the prevailing party in such proceeding or action shall be entitled to recover reasonable attorney's fees and related legal expenses and costs.

11. Acceptance. This Contract shall become effective only upon acceptance and approval of the Contract by the City Council of the City of Waterloo.

12. Entire Agreement; Modification. This Contract, together with the exhibits and attachments attached hereto, constitutes the entire agreement between Buyer and Seller, and there is no agreement to do or not to do any act or deed except as specifically provided herein. This Contract may be modified only in a written instrument signed by both parties. Time is of the essence of this Contract.

WHEREFORE, the parties have entered into this Acquisition Contract by their duly authorized representatives as of the date first set forth above.

[signatures contained on following pages]

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

JONATHAN SWARTS a/k/a JONATHON SWARTZ

_____

Attest: _____
Kelley Felchle, City Clerk

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

On this 29 day of April, 2026, before me, a notary public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, who being duly sworn ho 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)

NOTARIAL SEAL IOWA
ALDIN HASIC
Commission No.823148
My Commission Expires
1-14-2029

Acknowledged before me on this 29 day of April, 2026, by Jonathan Swarts a/k/a Jonathon Swartz (Seller).

EXHIBIT A

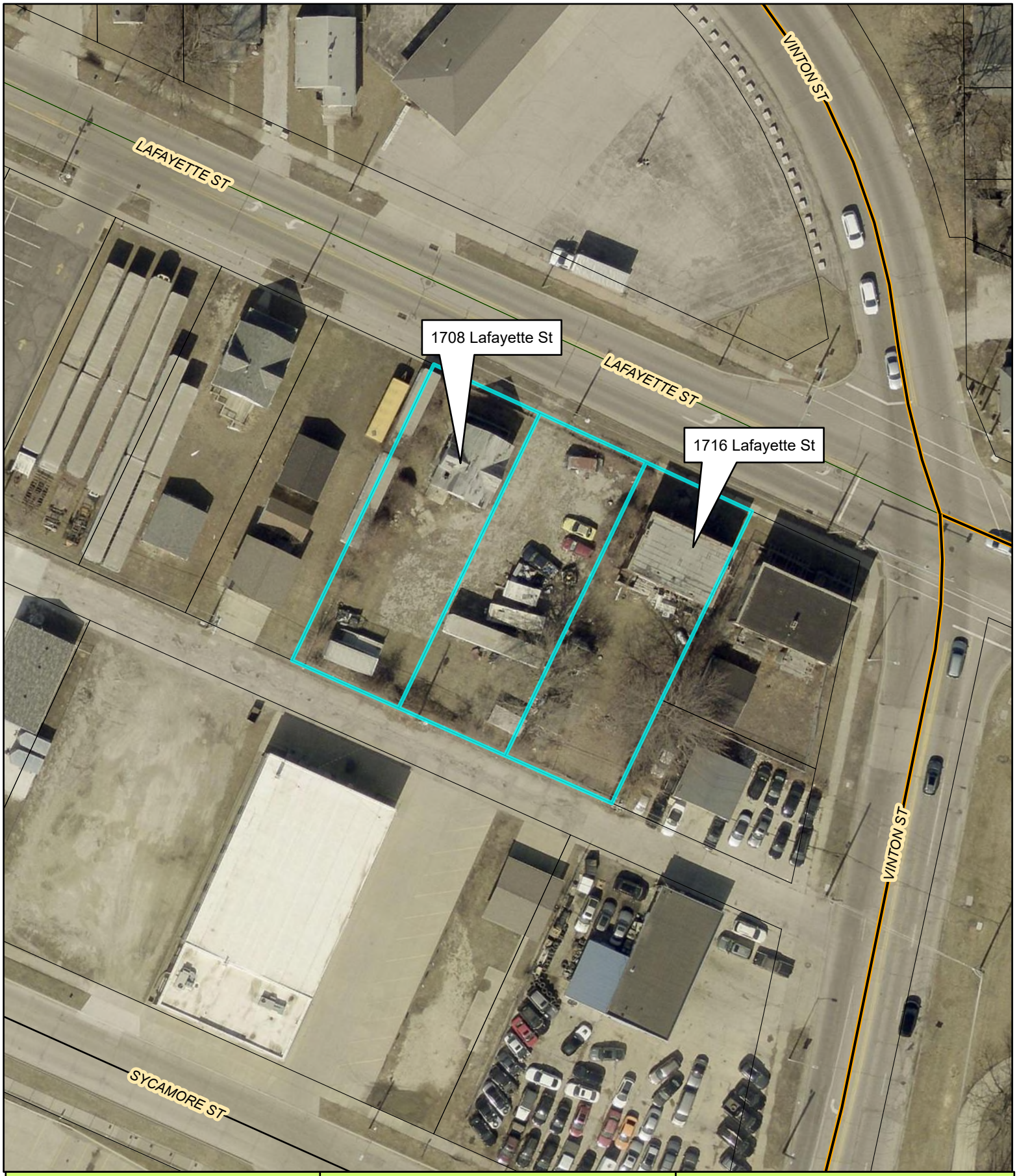
Tax Parcel ID No. 8913-25-283-008, legally described as Lot 11, Block 1, "Morning Side Addition" in Waterloo, Iowa

AND

Tax Parcel ID No. 8913-25-283-009, legally described as Lot 12, Block 1, "Morning Side Addition" in Waterloo, Iowa

AND

Tax Parcel ID No. 8913-25-283-010, legally described as Lot 13, Block 1, "Morning Side Addition" in Waterloo, Iowa.



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

0 30 60 90 Feet

Jonathan Swarts Acquisitions
Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	May 18, 2026

AGENDA ITEM TITLE

Resolution approving a request for an Encroachment Agreement with Ryan Meyers to allow for the replacement of an existing fence in the Greenhill Road Right-of-Way in the “R-2” One and Two Family Residence District located in the rear of 343 to 349 Norris Court, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Ryan Myers is requesting an Encroachment Agreement to allow for the replacement of an existing fence in the Greenhill Road Right-of-Way in the “R-2” One and Two Family Residence District located in the rear of 343 to 349 Norris Court.

The applicant is planning to replace the existing fence, which was built as a sound wall, since it is old and short. The new fence is approximately 6’ tall and will be placed in the exact location as the existing fence. The sound wall fence was built in the 1990’s, when Greenhill Road was built, but was built taller at the south end, near Maynard Avenue, and was built shorter as it went north, as there were no housing built yet along the northerly stretch.

NEIGHBORHOOD IMPACT

The request would not appear to have a negative impact on the surrounding area as a fence (sound wall) currently exists, including on the adjacent properties.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

The Planning Commission unanimously recommended approval of the request at their April 14, 2026 meeting.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

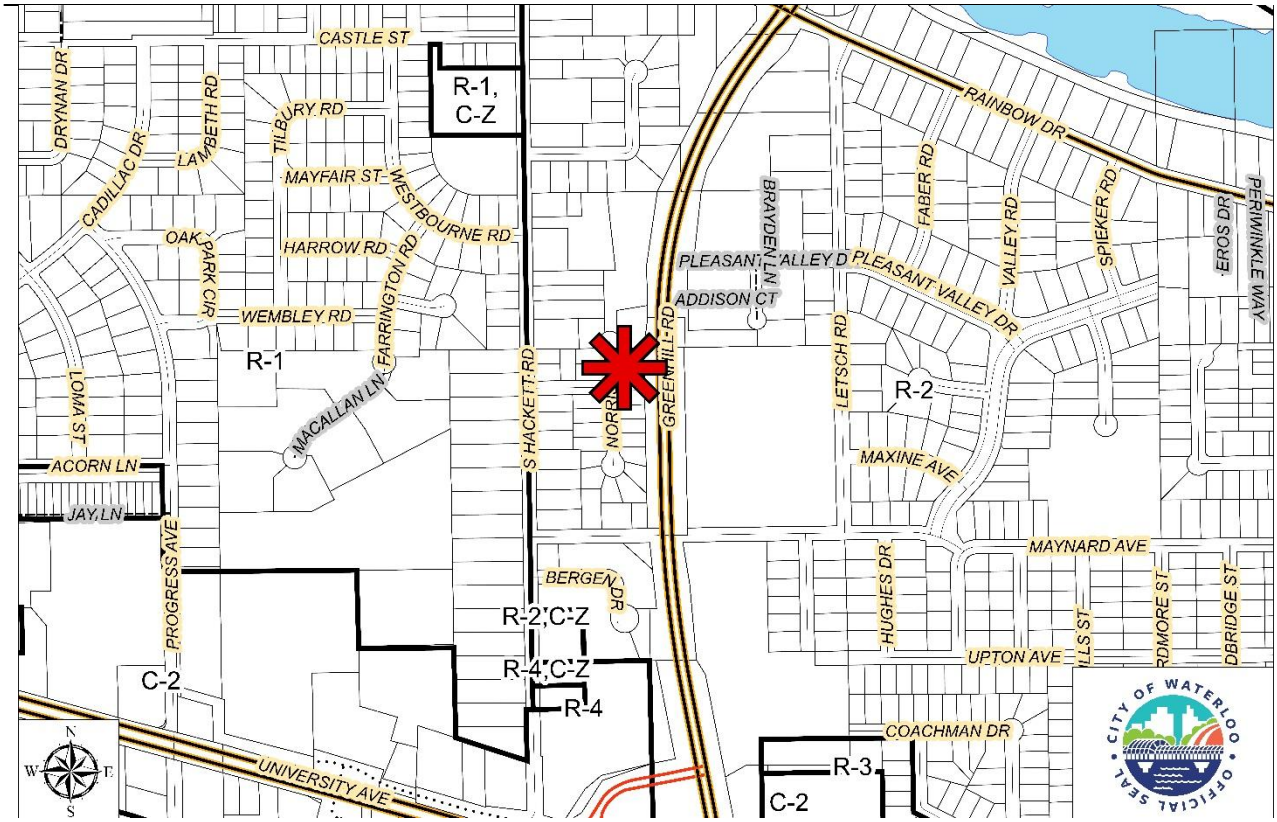
Lot 23, Lot 24, and Lot 25 of Hickory Court, City of Waterloo, Iowa

ATTACHMENTS

1. Staff Report
2. Encroachment Agreement Signed by Applicant

CITY OF WATERLOO
Planning & Zoning

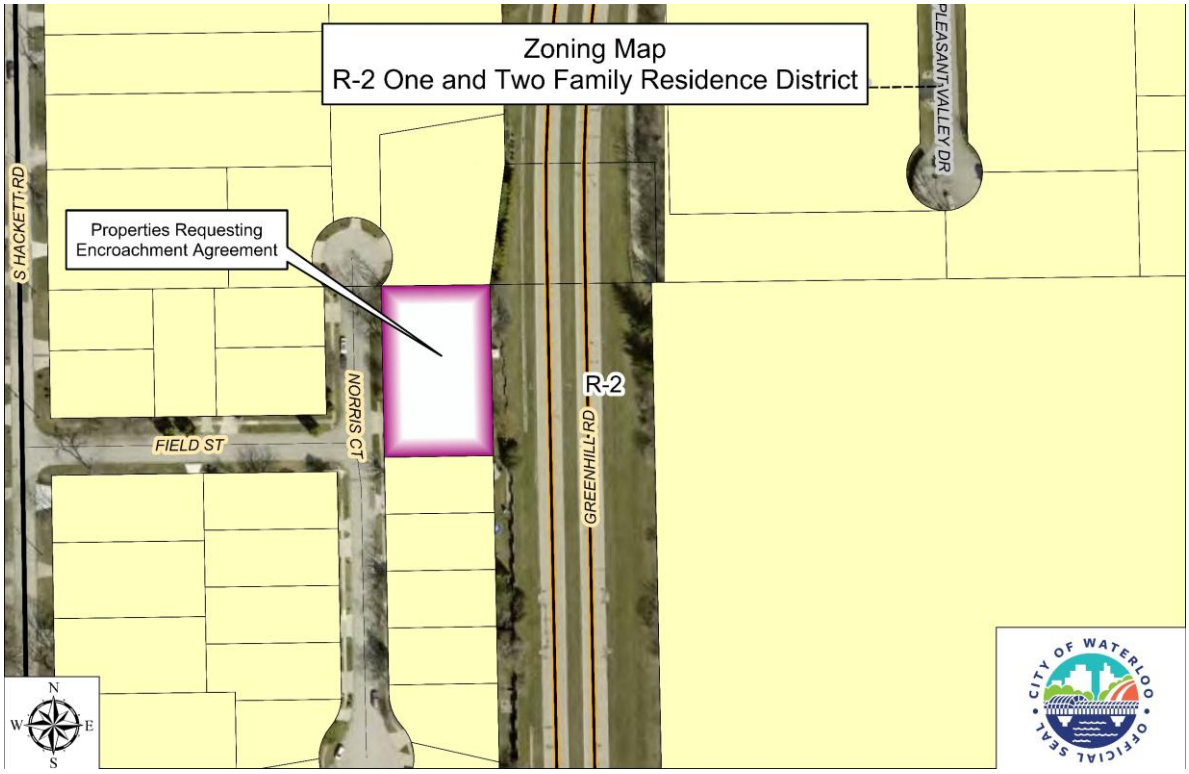
TO:	Planning, Programming, & Zoning Commission
PREPARER:	Adarsh Tummala, Planner I
MEETING DATE:	April 14, 2026
APPLICANT:	Ryan Meyers
REQUEST:	An Encroachment Agreement to allow for the replacement of an existing fence in the Greenhill Road Right-of-Way in the "R-2" One and Two Family Residence District
LOCATION:	343 to 349 Norris Court



SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request would not appear to have a negative impact on the surrounding area as a fence (sound wall) currently exists, including on the adjacent properties.



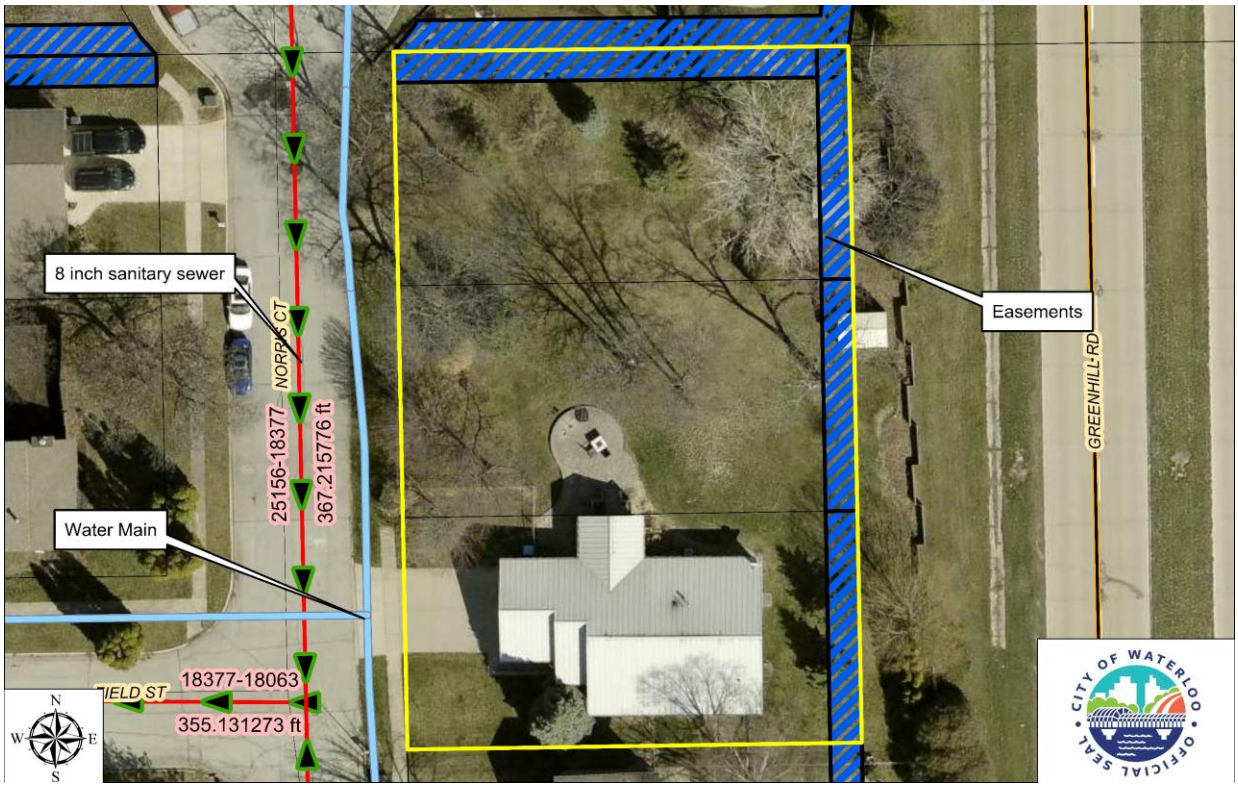
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	A recreational trail is located on the east side of Greenhill Road.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The abutting lots are zoned “R-2” One and Two-Family Residence District and have been zoned as such since 1983 due to Ordinance Number 3272. The surrounding land uses and their zoning are as follows: **North, East, South, and West** – Zoned “R-2” One and Two Family Residence District with single family homes, with duplexes to the northeast, east of Greenhill Road off of Valley Drive.



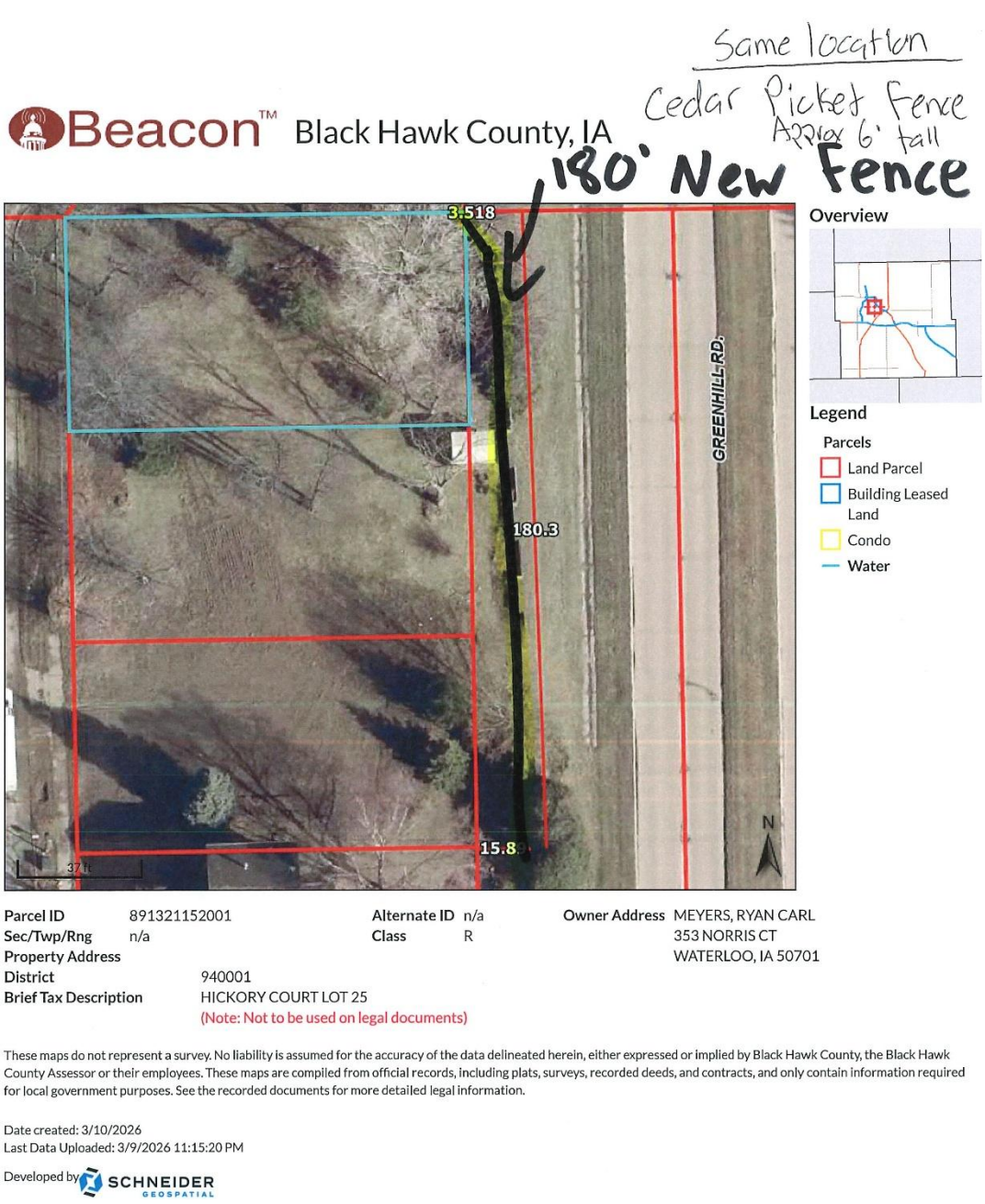
FLOODPLAIN: The encroachment area is not located in a flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map.



DRAINAGE:	The proposed encroachment area would not appear to have a negative impact on drainage.
DEVELOPMENT HISTORY:	The area is primarily composed of single-family homes constructed between 1923 and through the 2000s with the latest development being a duplex in construction on 343 and 345 Norris Court.
PUBLIC /OPEN SPACES/ SCHOOLS:	Fred Becker Elementary School is located approximately 1.1 miles to the southeast and Central Middle School is located approximately 1.2 miles to the southwest of the encroachment area. Valley View Park is located east of the site in question across Greenhill Road.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is an 8’ utility easement along the rear property lines of the property in question. The encroachment area is east of the easement, and the fence will not encroach into the easement.



STAFF ANALYSIS – ZONING ORDINANCE	The request meets all requirements of the Zoning Ordinance.



Parcel ID	891321152001	**Alternate ID**	n/a	**Owner Address**	MEYERS, RYAN CARL
Sec/Twp/Rng	n/a	**Class**	R		353 NORRIS CT
Property Address					WATERLOO, IA 50701
District	940001				
Brief Tax Description	HICKORY COURT LOT 25				
	(Note: Not to be used on legal documents)				

These maps do not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. These maps are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for local government purposes. See the recorded documents for more detailed legal information.

Date created: 3/10/2026
Last Data Uploaded: 3/9/2026 11:15:20 PM

Developed by SCHNEIDER GEOSPATIAL

STAFF ANALYSIS – SITE ANALYSIS:

Ryan Myers is requesting an Encroachment Agreement to allow for the replacement of an existing fence in the Greenhill Road Right-of-Way in the “R-2” One and Two Family Residence District located in the rear of 343 to 349 Norris Court.

The applicant is planning to replace the existing fence, which was built as a sound wall, since it is old and short. The new

	fence is approximately 6’ tall and will be placed in the exact location as the existing fence. The sound wall fence was built in the 1990’s, when Greenhill Road was built, but was built taller at the south end, near Maynard Avenue, but was built shorter as it went north, as there were no housing built yet along the northerly stretch.
TECH REVIEW AND UPDATES:	Building noted that a permit would be required as it is a 6’ tall fence. Engineering expressed that the applicant should be aware that there are utilities in the proposed path.
PLANNING, PROGRAMMING AND ZONING COMMISSION:	N/A



Picture 1: Looking south along fence line.



Picture 2: Looking north along fence line.



Picture 3: Looking east from Norris Court to duplex under construction and the fence in the background.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

The Future Land Use Map designates this area as Low Density Residential along with Parks, Open Spaces, Schools, Hospitals, Government Facilities, Public Areas, and Airport adjacent to it. The request is in conformance with the Future Land Use Map for this area.



STAFF RECOMMENDATION:

Therefore, staff recommends that the request by Ryan Myers for an Encroachment Agreement to allow for the replacement of an existing fence (sound wall) in the Greenhill Road Right-of-Way in the “R-2” One and Two Family Residence District located in the rear of 343 to 349 Norris Court, be approved, for the following reasons:

1. The Encroachment Agreement would not appear to have a negative impact on the area.
2. The Encroachment Agreement will would not appear to have a negative impact on vehicular and pedestrian traffic in the area .
3. The Encroachment Agreement is in compliance with the Comprehensive Plan and Future Land Use map for the area.

Subject to the following conditions:

1. A fully signed and executed Encroachment Agreement.

ENCROACHMENT AGREEMENT

Prepared by: Adarsh Tummala, 715 Mulberry Street, Waterloo, Iowa 50703 (319) 291-4366

THIS ENCROACHMENT AGREEMENT is entered into by and between Ryan Carl Meyers and Macey Kay Meyers (hereinafter "Owner") and the City of Waterloo, Iowa, (hereinafter "City") this 18th day of May, 2026.

WHEREAS, Owner is the owner of real estate commonly known as 343-349 Norris Court, Waterloo, Iowa 50703 and legally described as: Lot 23, Lot 24, and Lot 25 of Hickory Court, City of Waterloo, Iowa; and

WHEREAS, Owner is requesting to replace an existing soundwall fence by constructing a new fence (hereinafter "Encroachment") east of 343-353 Norris Court on a portion of City owned right-of-way of Greenhill Road; and

WHEREAS, for the benefit of Owner's Property, Owner is requesting to allow said Encroachment within a portion of said City right-or-way of Greenhill Road as shown in the attached Exhibit "A"; and

WHEREAS, the City is willing to allow said Encroachment into said City Right-of-Way as shown on the attached Exhibit "A" (hereinafter the "Encroachment Area"), subject to the following agreement regarding each party's rights.

THEREFOR IT IS HEARBY AGREED by and between the parties as follows.

1. Owner hereby recognizes and reaffirms, said City Right-of-Way, and claims no rights or privileges therein except to the limited extent provided for in this agreement.

2. The City grants Owner the right to place and maintain said Encroachment in said Encroachment Area, subject to the rights of the City and/or any agency to which the City has granted a utility franchise or right-of-way License Agreement to and for access over, under and upon said Encroachment Area, expressly recognizing and acknowledging that any damage that occurs to said Encroachment will be the sole risk and expense of Owner and all successors or assigns, including moving or replacement expenses. In the event that the City and/or any agency to which the City has granted a utility franchise or right-of-way License Agreement needs the Encroachment to be temporarily moved for access to said Encroachment Area, Owner and all successors or assign shall move said improvements in the Encroachment Area if present and able, otherwise the City of Waterloo and/or any agency to which the City has granted a utility franchise or right-of-way License Agreement shall be authorized to move said Encroachment and assess any costs for moving against Owner or any successors or assigns, or against Owner's Property.

3. The term of this agreement shall be for so long as said Encroachment is maintained by Owner, or any successors or assigns, and said Encroachment continues to exist, and that this agreement shall automatically terminate if said Encroachment is removed (other than for temporary removal during replacement or repair). It is understood and agreed that this Agreement is appurtenant to the Owner's Property and runs with the land. It is further understood and agreed that this agreement may be terminated by the City of Waterloo upon 60 days notice and order to permanently remove to Owner, or any successors and assigns, and that Owner, and any successors and assigns agree to remove said Encroachment(s) prior to the end

of the 60 days notice and termination of this agreement. If Owner, or any successors and assigns fail to remove said Encroachment upon termination of this agreement, Owner, or any successors and assigns authorize the City of Waterloo to remove said Encroachment and assess costs to Owner, or any successors and assigns, or against Owner's Property.

4. Owner, and all successors and assigns shall protect, defend, indemnify, and hold harmless the City and its successors and assigns, and its officers, elected officials, employees, and agents, and any agency to which the City has granted a utility franchise or right-of-way License Agreement from any claim, damages, liability and expenses (including, but not limited to, reasonable attorney's fees and costs of litigation) arising out of the use, maintenance, or removal of said Encroachment. This covenant shall survive the termination of this Agreement.

5. This is the entire agreement between the parties with respect to the subject matter hereof. It may be amended only in a written instrument signed by the parties. This agreement is binding upon parties and their respective transferees, successors, heirs, and assigns. Time is of the essence in observing the terms of this agreement.

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

Ryan Meyers

Ryan Carl Meyers, Owner

Macey Meyers

Macey Kay Meyers, Owner

City of Waterloo

_____

By: David Boesen
Its: Mayor

Attest:

_____

Kelly Felchle, City Clerk

STATE OF IOWA)
COUNTY OF BLACK HAWK) SS.

On this 8 day of May, 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Meyers and Macey Meyers to me known to be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Alyssa Little

Notary Public

STATE OF IOWA)
COUNTY OF BLACK HAWK) SS.

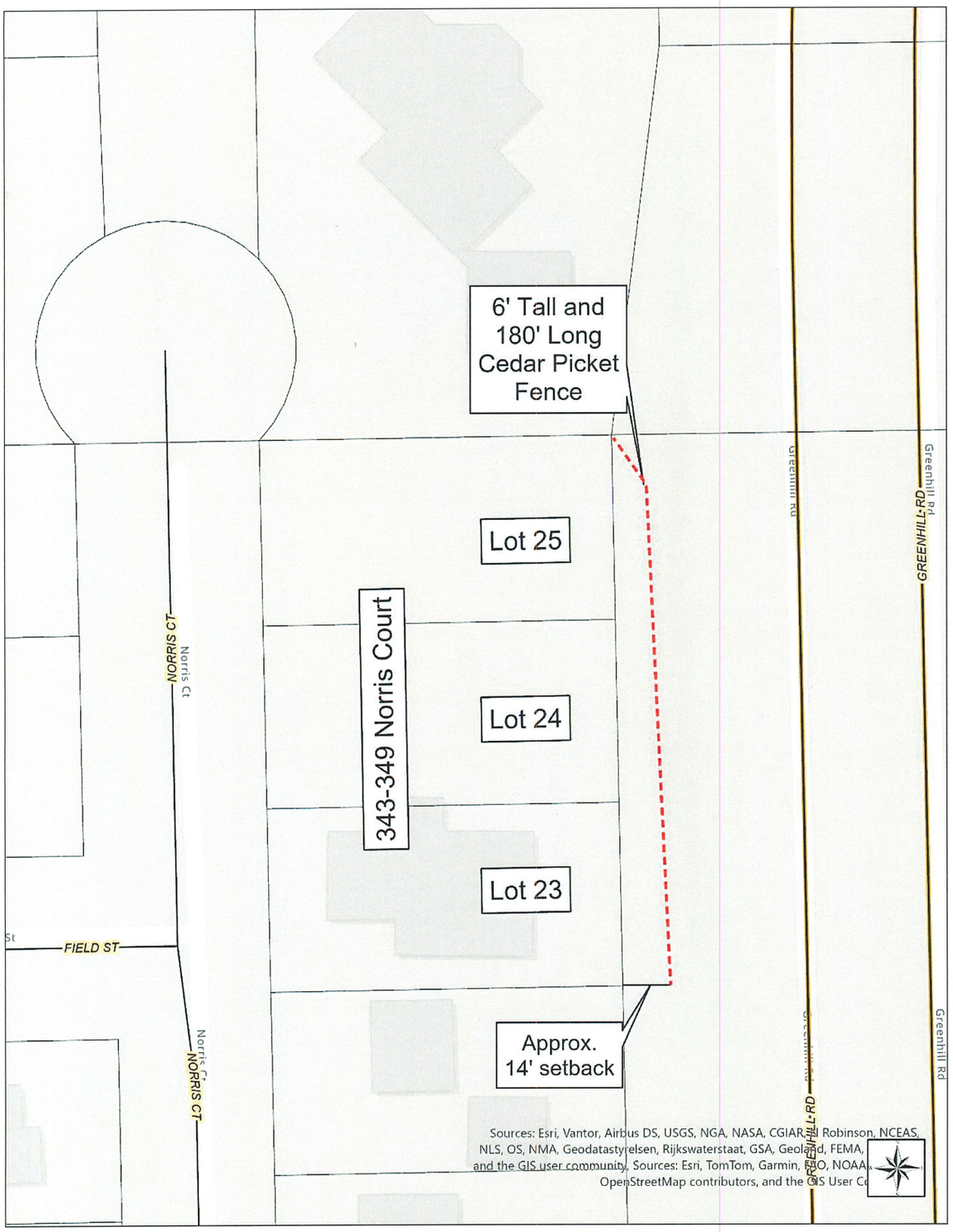
This instrument was acknowledged before me on this ____ day of ____, _____, by David Boesen and Kelly Felchle as Mayor and City Clerk, respectively, of the City of Waterloo.

_____

Notary Public

NOTARIAL SEAL IOWA
ALYISSA KRISTEN LITTLE
COMMISSION NO. 866416
MY COMMISSION EXPIRES
JULY 29, 2028

Exhibit A


6' Tall and 180' Long Cedar Picket Fence
Lot 25
Lot 24
Lot 23
343-349 Norris Court
Approx. 14' setback
NORRIS CT
Norris Ct
FIELD ST
GREENHILL RD
Greenhill Rd
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, and the GIS user community, Sources: Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar, Microsoft, Esri Community Maps Contributors, Map layer by Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving a Temporary Easement Agreement with Crystal Distribution Services, Inc., located at 1656 Sycamore Street, in conjunction with asbestos abatement of the former Rath Packing Company buildings, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving a Temporary Easement Agreement with Crystal Distribution Services, Inc. The temporary easement will provide City contractors access and staging areas on Crystal owned land adjacent to the City owned former Rath Packing Company buildings that the City of Waterloo has an EPA grant to complete asbestos abatement in preparation for demolition of the building. The City owned property was previously owned by Crystal, who still owns property on three sides surrounding the City property. Despite the City property being almost 4.5 acres in size, it is almost entirely covered by buildings, and there is very little room around the building to complete abatement work, and there is no driveway off of Sycamore Street to gain access. This will allow the abatement contractors to complete their work to remove asbestos from the property. A similar agreement will be needed when we proceed with demolition of the property.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Temporary Easement Crystal Distribution signed

Prepared by: Aric Schroeder, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 – (319) 291-4366

TEMPORARY EASEMENT GRANT

This Grant of Temporary Easement is entered into as of _____, 2026 by Crystal Distribution Services, Inc. ("Grantor")

For consideration received, the undersigned does hereby grant and convey unto the City of Waterloo, Iowa, ("Grantee") a temporary easement across the following described property in the City of Waterloo, Black Hawk County, State of Iowa:

See attached Exhibit "A"

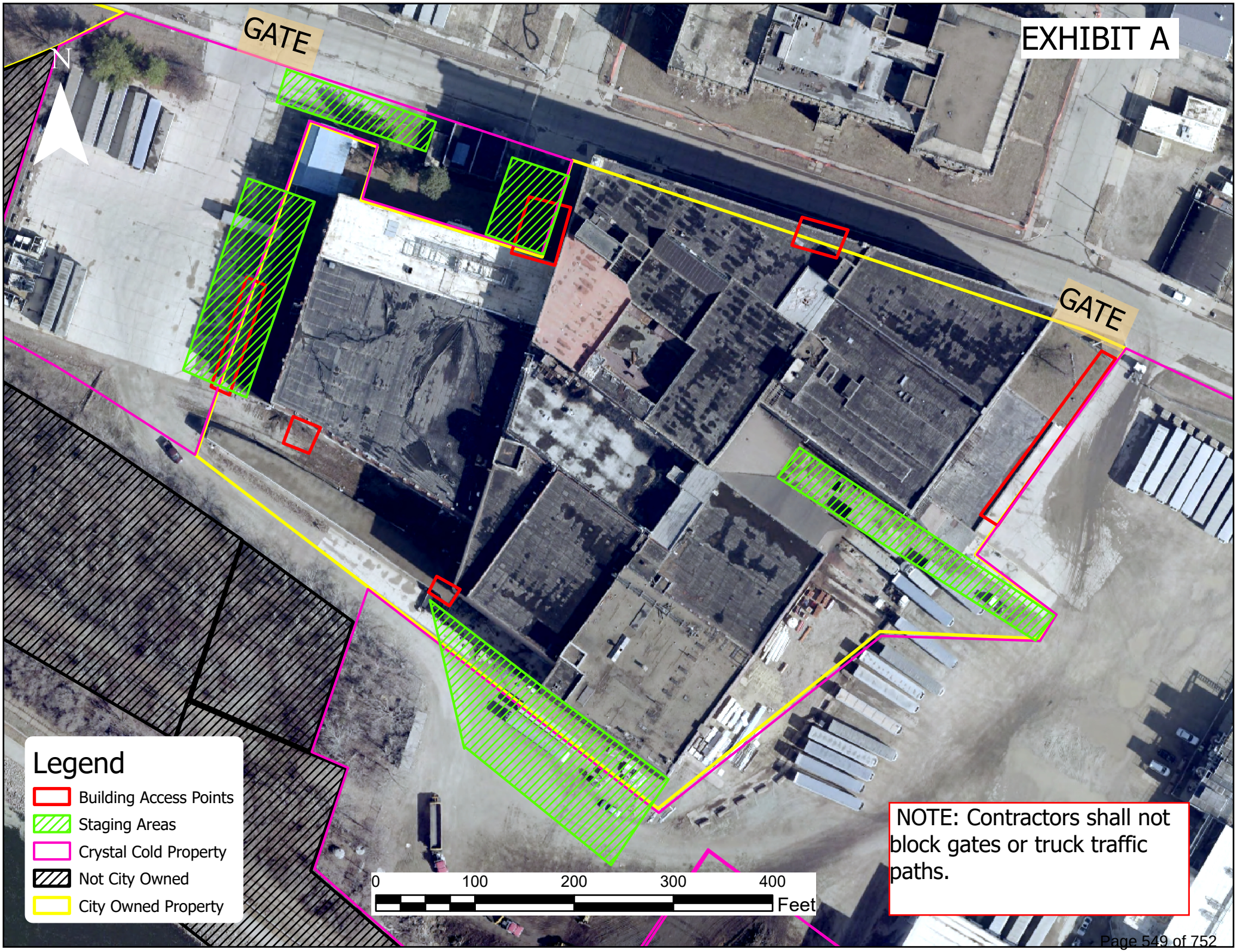
in conjunction with asbestos abatement of the former Rath Packing Company buildings at 1442 Sycamore Street (also addressed as 1508, 1516, and 1620 Sycamore Street), together with a right of ingress and egress thereon.

Purpose. The Temporary Easement premises is intended for use by Grantee, its employees, contractors and agents, to complete asbestos abatement activities of the City owned former Rath Packing Company buildings, with ingress and egress and staging areas upon Grantor's property as sown on Exhibit "A". Grantor agrees to provide such Temporary Easement "as is, where is", without any representation or warranty as to the condition of same, other than Grantor shall remove any equipment, trailers, or other obstructions within staging areas as deemed needed by Grantee. Grantor is not responsible or liable for any activities of Grantee, its employees, contractors and agents, except arising from any errors or omissions of Grantor, its officers, employees, contractors, or agents. Grantor provides such Temporary Easement subject to Grantee, its employees, contractors and agents, maintaining insurance for any such liability.

Term. The term of this Temporary Easement shall be from the date first set forth above until the abatement activity is completed, or May 31, 2027.

Crystal Distribution Services, Inc.

Tom Poe, its: President


EXHIBIT A
GATE
GATE
N
Legend
Building Access Points
Staging Areas
Crystal Cold Property
Not City Owned
City Owned Property
0
100
200
300
400
Feet
NOTE: Contractors shall not block gates or truck traffic paths.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving a Letter of Intent and License Agreement with McDonald's USA, LLC, for property located in the 100 block of Commercial Street between W. 1st Street and W. Mullan Avenue, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving a Letter of Intent (LOI) and License Agreement with McDonald's USA, LLC for property located in the 100 block of Commercial Street between West 1st Street and West Mullan Avenue, and authorizing the Mayor to execute said document. The agreements give McDonald's USA, LLC 180 days to review any due diligence reports or matters and to obtain all necessary permits and approvals, and enter upon the property that is depicted in attached Exhibit "A" to perform surveys, tests, borings, inspections and analyses of said property. McDonald's USA, LLC agrees to indemnify, defend and hold owner, which is the City of Waterloo, harmless from and against any and all direct losses, damages, causes of action, claims, liabilities, costs and expenses, suffered or incurred by the owner as a result of the entry upon the property or the performance of the site inspection by McDonald's, its agendas, contractors, employees and licensees.

NEIGHBORHOOD IMPACT

There will be no negative impacts upon the surrounding area by entering into this LOI. The LOI is for the purposes of McDonald's to perform due diligence activities.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Letter of Intent
2. License Agreement

Letter of Intent

April 20, 2026

RE: BLI: 263966
City, ST: Waterloo, IA
Parcels: 891326202015, 891326202002, 891326202020, 891326202019
L/C: 140418
County: Black Hawk

This non-binding letter (Letter) sets forth the basic terms for a purchase contract (the "**Contract**") with respect to the property located in Black Hawk County at the address referenced above. All documents in this transaction (including the Contract) will be prepared on Purchaser's form documents.

1. **Purchaser:** McDonald's USA, LLC, a Delaware limited liability company or its nominee.

2. **Seller:** City of Waterloo, Iowa
Address:
Phone Number: _____
E-Mail: _____
Seller's Federal Tax ID #: _____

3. **Premises:** Four parcels along Commercial Street in Waterloo, IA totaling approximately 20,538 square feet. Black Hawk County Assessor IDs: 891326202015, 891326202002, 891326202020 and 891326202019 as depicted in Exhibit A.

4. **Purchase Price:** $173,290 to be finalized through a development agreement with the City of Waterloo, Iowa

5. **Earnest Money:** Purchaser will deposit $5,000.00 with the title insurance company as escrow agent within 30 days after Contract execution.

6. **Restrictive Covenant:**
- Intentionally omitted.

7. **Zoning/Subdivision:** Purchaser will obtain any zoning, subdivision, lot split, lot tie or replat approvals as may be necessary, at Purchaser's cost.

8. **Contingencies:** Purchaser shall have 180-days after the execution of the Contract (the Contingency Period) to review any due diligence reports or matters and to obtain all necessary permits and approvals. Purchaser shall have the right to extend the Contingency Period for 2 period(s) of 30 days. The Contingency Period timing is subject to change within the Contract based on the project schedule provided in Purchaser's site investigation report.

9. **Signage:** Purchaser will have the right to pursue entitlements to obtain the maximum amount of signage permitted on the Premises.

10. **Seller's Work:** Intentionally deleted

11. **Broker Commission:** Seller agrees to pay any real estate agent, broker, finder

Name of Broker(s): Dustin Whitehead with Cushman & Wakefield Iowa Commercial Advisors

© 2023 McDonald's USA, LLC. All rights reserved. McDonald's is a registered trademark of McDonald's Corporation.

12. **Scope of this Letter/Non-Binding Effect:** The parties agree and understand that this Letter is intended to be, and will be construed only as, an understanding that summarizes the discussions between the parties. This Letter does not constitute a binding agreement, nor does it constitute a binding agreement to enter into an agreement, or an agreement to agree. The rights and obligations of the parties remain to be defined in the Contract. Even if a party changes its financial position or otherwise relies on the subject matter of this Letter, any such reliance will not be construed as the creation of an enforceable contract between the parties.

Sincerely,

National Real Estate Manager
McDonald's USA, LLC

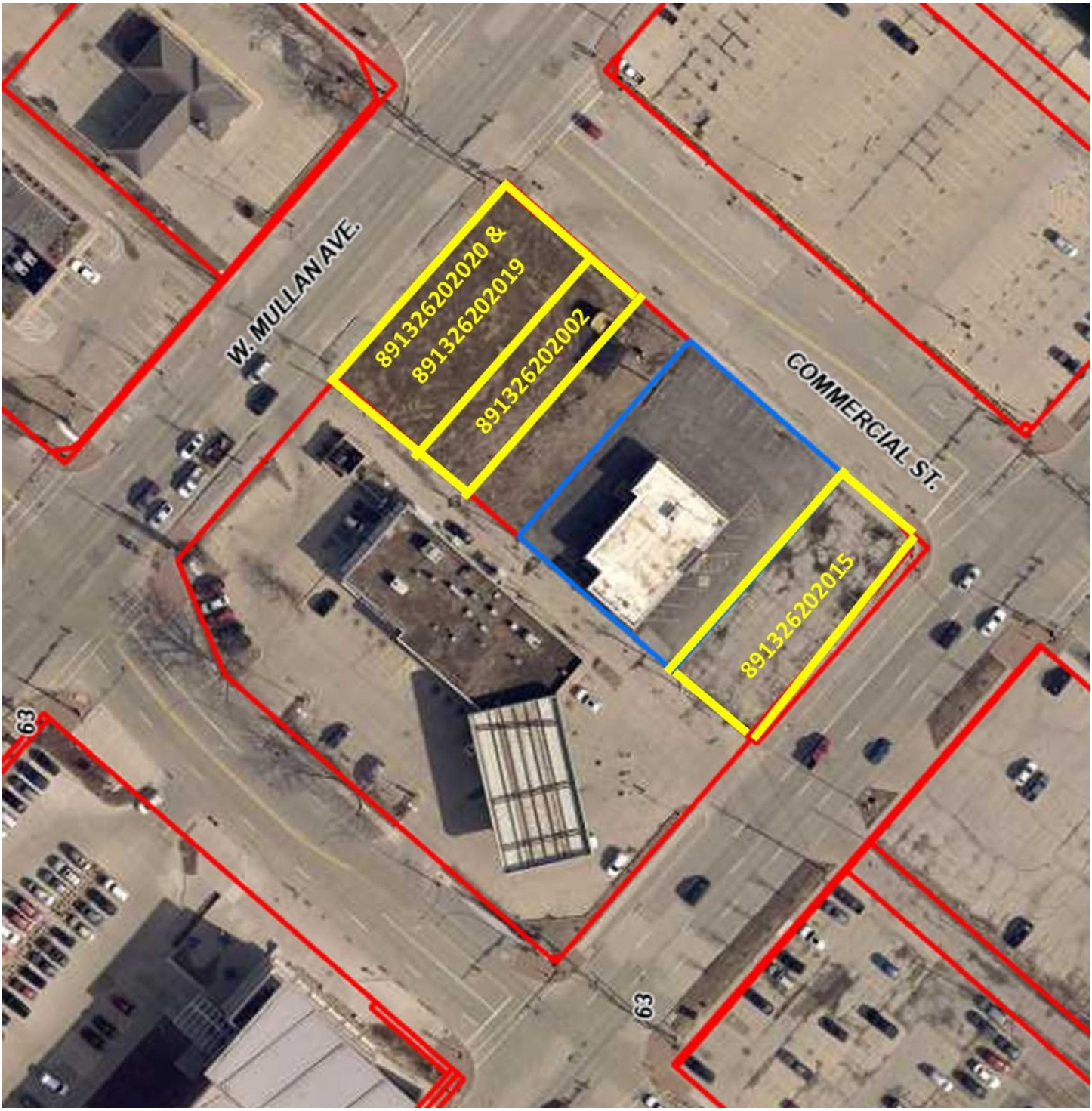
Approved this _____ day of _____, 20__.

SELLER:

By: _____
Name: _____
Title: _____

© 2023 McDonald's USA, LLC. All rights reserved. McDonald's is a registered trademark of McDonald's Corporation.

Exhibit A
"Premises"



© 2023 McDonald's USA, LLC. All rights reserved. McDonald's is a registered trademark of McDonald's Corporation.

CITY, STATE: Waterloo, IA
PARECL: 891326202015, 891326202002, 891326202020,891326202019
L/C: 140418

LICENSE AGREEMENT FOR SITE INSPECTION

1. **GRANT**. By entering into this agreement ("**Agreement**"), the undersigned ("**Owner**") grants to **McDONALD'S USA, LLC, a Delaware limited liability company**, its subsidiaries, affiliates, agents, contractors and employees ("**McDonald's**") a license to enter upon the property described or depicted on Exhibit A attached ("**Property**") for the purpose of conducting surveys, tests, borings, inspections and analyses (**"Site Inspection"**) of the Property as McDonald's may deem necessary or desirable in its reasonable discretion. McDonald's will conduct any such Site Inspection at McDonald's sole cost and expense. This Agreement will commence upon the execution and expire at 12:00 midnight on _____.

2. **INDEMNITY**. McDonald's agrees to indemnify, defend and hold Owner harmless from and against any and all direct losses, damages, causes of action, claims, liabilities, cost and expenses (including reasonable attorneys' fees and court costs) ("**Claims**"), suffered or incurred by Owner as a result of the entry upon the Property or the performance of the Site Inspection by McDonald's, its agents, contractors, employees and licensees, including, without limitation, those Claims arising from mechanics' liens, injury to persons or damage to the Property, including improvements located on the Property. The foregoing will not include, however, any Claim arising out of or in any way related to contaminated media, soil, asbestos or other environmental conditions or hazards encountered on the Property.

3. **RESTORATION**. In the event that the Site Inspection disturbs any portion of the Property, McDonald's agrees to restore the Property and improvements located on the Property to substantially the same condition. Owner will retain ownership of all soil cuttings and materials removed from the Property in connection with the Site Inspection.

4. **SUCCESSORS AND ASSIGNS**. This Agreement is binding upon and will inure to the benefit of the heirs, successors and assigns of the parties.

5. **AUTHORITY**. The Owner warrants to McDonald's that it is the fee owner of the Property and has the full power, right and authority to enter into this Agreement.

6. **COUNTERPARTS; ELECTRONIC SIGNATURES**. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered will be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of executed counterparts of this Agreement or of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original for all purposes. This Agreement may be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures in the United States. Each party agrees that its electronic signature on this Agreement is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action to electronically sign this Agreement constitutes its signature ("**E-Signature**") of this Agreement as if actually signed by such party in writing. Each party also agrees that no certification authority or other third party verification is necessary to validate its E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of its E-Signature on this Agreement.

[Signatures Follow]

Executed this _____ day of _____, 20___.

OWNER:

_____

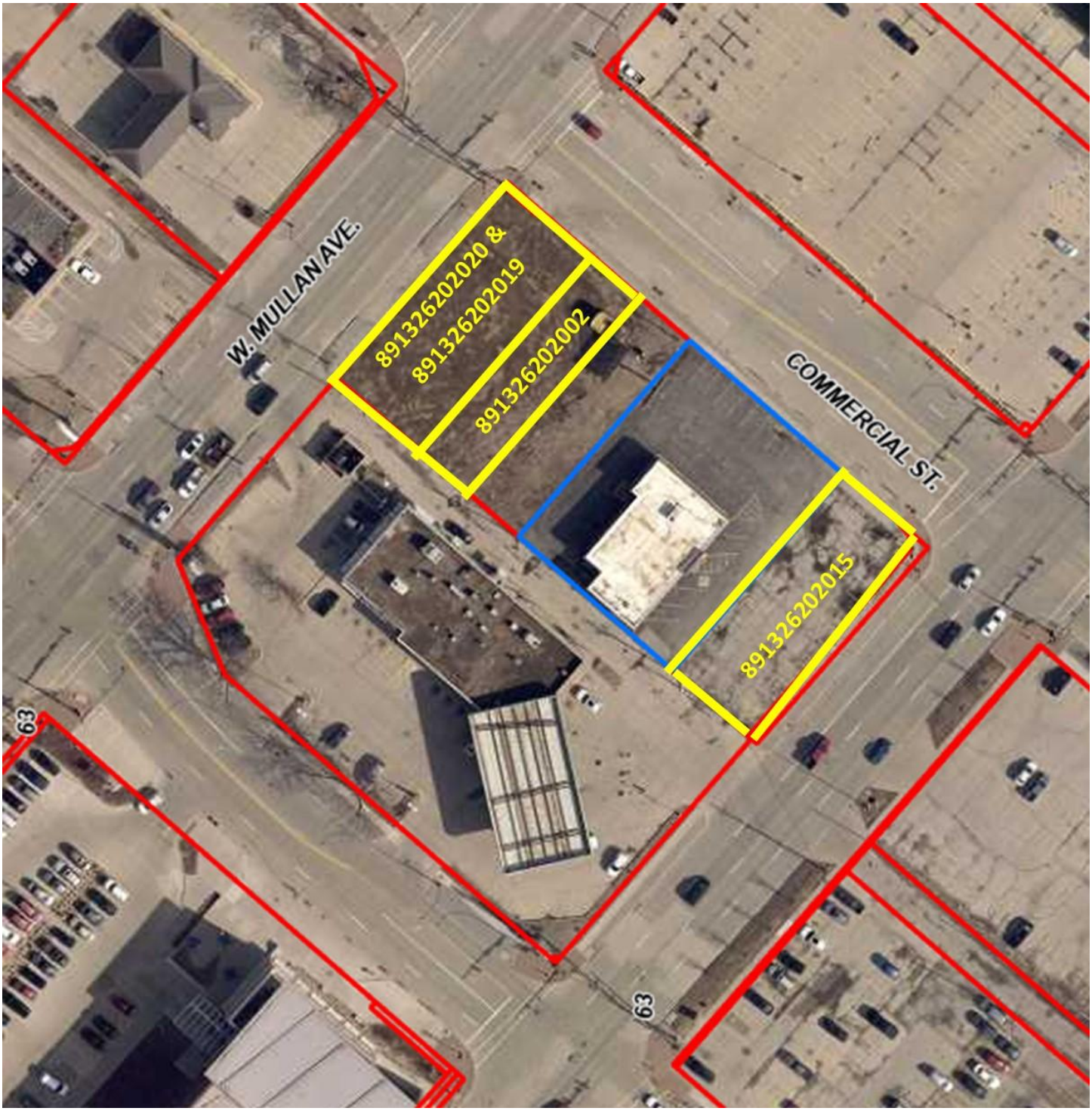
By: _____
Name: _____
Its: _____

McDONALD'S:

McDONALD'S USA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Exhibit A
"Premises"



© 2023 McDonald's USA, LLC. All rights reserved. McDonald's is a registered trademark of McDonald's Corporation.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving submission of an Intended Use Plan and Facility Plan to the Iowa Department of Natural Resources for the Airline Highway Lift Station, Force Main, and Sanitary Sewer Project, and authorizing the Public Works Director and the Mayor to execute said documents.

RECOMMENDED COUNCIL ACTION

Recommend approval of resolution supporting submittal of Intended Use Plan to apply for SRF funding for the Airline Highway Lift Station, Force Main, and Sanitary Sewer Project.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. AECOM - INTENDED USE PLAN FOR AIRLINE HWY LS, FM, SANITARY SEWER - LETTER OF TRANSMITTAL
2. AECOM - INTENDED USE PLAN FOR AIRLINE HWY LS, FM, SANITARY SEWER - DNR IUP APPLICATION
3. AECOM - INTENDED USE PLAN FOR AIRLINE HWY LS, FM, SANITARY SEWER - IUP SECTION 6 (ACQUISITION OF PROPERTY BY SRF APPLICANTS)
4. AECOM - INTENDED USE PLAN FOR AIRLINE HWY LS, FM, SANITARY SEWER - IUP SECTION 7 (CIVIL RIGHTS SELF CERTIFICATION)
5. AECOM - INTENDED USE PLAN FOR AIRLINE HWY LS, FM, SANITARY SEWER - PRELIMARY ENGINEERING REPORT (FACILITY PLAN)
6. AECOM - INTENDED USE PLAN FOR AIRLINE HWY LS, FM, SANITARY SEWER - SRF ENVIRONMENTAL REVIEW CHECKLIST
7. AECOM - INTENDED USE PLAN FOR AIRLINE HWY LS, FM, SANITARY SEWER - ENVIRONMENTAL REVIEW SUPPORTING MATERIALS
8. AECOM - INTENDED USE PLAN FOR AIRLINE HWY LS, FM, SANITARY SEWER - SOCIOECONOMIC ASSESSMENT WORKSHEET
9. AECOM - INTENDED USE PLAN FOR AIRLINE HWY LS, FM, SANITARY SEWER - SCHEDULE A CONSTRCTION PERMIT

AECOM

Letter of Transmittal

DATE: May 6, 2026	JOB ID NO. 60784014
ATTENTION:	
RE: Intended Use Plan for Airline Highway Lift Station	
Force Main, and Sanitary Sewer	
Waterloo, Iowa	

TO: Mr. Randy Bennett
Public Works Director
625 Glenwood
Waterloo, Iowa 50703

WE ARE SENDING YOU:

☒ Attached ☐ Prints ☐ Under Separate Cover Via _____ the Following Items:

☐ Shop Drawings ☐ Change Order ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of Letter ☐ _____

Copies	Date	No.	Description
1			IUP Application – Airline Highway Lift Station, Force Main and Sanitary Sewer
1			Section 6 (Acquisition of Property by SRF Applicants)
1			Section 7 (Civil Rights Self Certification)
1			Facility Plan (Preliminary Engineering Report)
1			SRF Environmental Review Checklist
1			Environmental Review Supporting Materials
1			Socioeconomic Assessment Worksheet
1			Schedule A (Construction Permit Application)

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For Approval ☐ Approved as Submitted ☐ Resubmit ___ Copies for Approval

☒ For Your Use ☐ Approved as Noted ☐ Submit ___ Copies for Distribution

☐ As Requested ☐ Returned for Corrections ☐ Return ___ Corrected Prints

☐ For Review and Comment ☐ _____

☐ For Bids Due _____ 20 ____ ☐ Prints Returned After Loan to Us

REMARKS: Mr. Bennett -- The above documents are being provided to you for approval by Council at their next meeting scheduled for Monday, May 18, 2026.

Mayor: Please sign & Return IUP Section 1 Applicant & Consulting Engineer Information, IUP Section 6 Acquisition of Property by SRF Applicants and IUP Section 7 Civil Rights Self Certification.

Randy Bennett: Please sign and return Schedule A.

COPY TO: _____

SIGNED: _____

Nick Schrock, PE

If enclosures are not as noted, kindly notify us at once.

501 Sycamore Street, Suite 222 • P.O. Box 1497 • Waterloo, Iowa 50704-1497 • (319) 232-6531 • Fax: (319) 232-0271

CLEAN WATER STATE REVOLVING FUND INTENDED USE PLAN (IUP) APPLICATION

The application for inclusion on the Clean Water State Revolving Fund (CWSRF) IUP can be submitted only when the wastewater project is at the right stage of the construction permitting process. This numbered list outlines the requirements of the permitting process that must be met prior to submitting an IUP application. It also identifies the materials and information needed to complete the IUP application. Please follow the preliminary steps and proceeding instructions to make sure your application is complete before submitting it.

PRELIMINARY STEPS FOR IUP APPLICATION SUBMISSION

Enter the following information here:

1. Applicant Name: City of Waterloo, Iowa
2. DNR Number (e.g. W2025-#### or S2025-####): W2026-0253A
3. DNR Project Manager Name: Nicole Barbee
4. Project Name/Identification: Airline Highway Lift Station, Force Main, and Sanitary Sewer
5. Project Initiation Meeting Held (enter meeting date): 3/23/26
6. Flows and Loads Concurrence by DNR (enter date or N/A): N/A
   a. If N/A, state reason: Approved flows and loading remain unchanged
7. Wasteload Allocation Completed (enter date or N/A): N/A
8. Antidegradation Alternatives Analysis Approved by DNR (enter date or N/A): N/A
9. Facility Plan Submitted with IUP Application (choose Yes or Previously Submitted): ☒ Yes ☐ Previously Submitted
   a. If previously submitted, enter date submitted:
   b. If previously submitted, enter certification date:
10. Iowa Construction Permit Application Schedule A Submitted with IUP Application (enter Yes or No; previously submitted): ☒ Yes ☐ No ☐ Previously Submitted
11. Iowa Construction Permit Application Schedule F and G submitted with IUP Application (choose Yes, N/A, or Previously Submitted): ☐ Yes ☐ Previously Submitted ☒ N/A

Ensure that your IUP application includes the following (all boxes must be checked)

12. IUP Application signed ☒
13. Unique Entity ID (UEI) Number included ☒
14. Property Assurance Form signed and dated (Section 6 of the application) ☒
15. Civil Rights Self Certification Form signed and dated (Section 7 of the application) ☒
16. SRF Environmental Review (ER) Checklist and Attachment included with application ☒
17. Socioeconomic Assessment (SA) Worksheet included with application ☒

Submission Instructions:

- ☐ Do not submit a single file that includes all requested documents.
- ☐ Each requested document must be submitted as an individual, separate document.
- ☐ Each document must be titled using the following naming convention:

Document Name	Required Name/Title Structure	Example
IUP Application	ApplicantName_IUPApplication	Waterloo_IUPApplication
Environmental Review Checklist	ApplicantName_ERChecklist	Waterloo_ERChecklist

Document Name	Required Name/Title Structure	Example
Environmental Review Supporting Materials	ApplicantName_ERSupplement_No._ *number each additional document sequentially	Waterloo_ERSupplement_No.1
Socioeconomic Assessment Worksheet	ApplicantName_SAWorksheet	Waterloo_SAWorksheet
Facility Plan	ApplicantName_FacilityPlan	Waterloo_FacilityPlan
Iowa Construction Permit Application Schedules A, F and G	ApplicantName_ScheduleX	Waterloo_ScheduleA Waterloo_ScheduleF Waterloo_ScheduleG

***Your application will not be considered complete or acceptable if items 1 through 17 have not been completed and/or included.**

CLEAN WATER STATE REVOLVING FUND
INTENDED USE PLAN (IUP) APPLICATION INSTRUCTIONS

ITEMS 1–11: Wastewater Construction Permitting

The Clean Water SRF Intended Use Plan Application will only be accepted when Items 1 through 11 have been completed through the Wastewater Construction Permitting Process of the DNR Wastewater Engineering Section. Please refer to the Wastewater Permitting Process Manual for detailed information on these steps.

1. Applicant Name: Enter the name of the applicant who is requesting SRF funding.
2. DNR Number (e.g. W2025-#### or S2025-####): All wastewater construction projects are assigned unique numbers for tracking by DNR. A number beginning with W and the fiscal year indicates a Work Record. A number beginning with S and the fiscal year indicates a Project.
3. DNR Project Manager Name: A project manager from the DNR Wastewater Engineering Section is assigned to each project.
4. Project Name/Identification: A brief title/description of the project from Design Schedule A, General Information. The project description must fall under the project scope established at the project initiation meeting. An accurate description is necessary because multiple construction contracts may have the same project numbers.
5. Project Initiation Meeting Held (date): A project initiation meeting must be held with the DNR, Owner, Consulting engineer (licensed professional engineer), and other parties.
6. Flows and Loads Concurrence by DNR (date): If flows and loadings will change due to the project, the DNR Project Manager must concur with the proposed design flows and loadings prior to preparing the Facility Plan. If answer is n/a, state the reason. Example: *previously approved flows and loadings remain unchanged*.
7. Wasteload Allocation Completed (WLA) (date): If a Wasteload Allocation is required for the project, it must be completed by the DNR and received by the Owner before preparing the Facility Plan. Enter “N/A” if WLA is not required for the project.
8. Antidegradation Alternatives Analysis (AAA) Approved by DNR (date): If an antidegradation alternatives analysis is required for the project, it must be approved by the DNR Project Manager before the Owner prepares the Facility Plan. Enter date of DNR approval of the AAA. If a Facility Plan is submitted prior to DNR approval of Antidegradation Alternatives Analysis, it will not be accepted for review. Enter “N/A’ if AAA is not required for the project.
9. Facility Plan Submitted with IUP Application: After completing all applicable planning steps as discussed above, the Facility Plan may be submitted to DNR. Answer “Yes” if a Facility Plan is submitted along with the IUP application:
    a. If a Facility Plan was previously submitted, enter the date submitted.
    b. If the Facility Plan was previously submitted, enter the date of certification by a licensed professional engineer.

    Facility Plan submissions shall follow Chapter 11 of the Iowa Wastewater Facilities Design Standards. All engineering submittals shall follow all applicable law and rule related to submitting engineering documents by licensed professional engineers. Electronic submittals are acceptable as long as they are in compliance with all applicable law, including but not limited to Iowa Code 542B and Iowa Administrative Code 193C.
10. Iowa Construction Permit Application Schedule A: Design Schedule A must be certified by both the Owner and the Consulting Engineer (licensed professional engineer). It is required and must be submitted for all wastewater projects. Schedule A must indicate that Clean Water SRF financing will be requested to be considered as part of this IUP application.
11. Schedules F and G (if needed for the project): Schedule G provides Wastewater Treatment Plant project design information and Schedule F provides site information for treatment process site selection. Enter “N/A” if these schedules are not needed for the project.

Items 12-17: Additional SRF Requirements for a Complete Application:

12. IUP Application Signed: The IUP application must be signed by the Applicant's authorized representative. Printed or electronic signatures are accepted.
13. Unique Entity ID (UEI) number Included: The U.S. Federal Government has transitioned from using a Dun and Bradstreet Number (DUNS) to using a UEI number. Entity refers to prime contractors, organizations or individuals applying for assistance awards, those receiving loans, sole proprietors, corporations, partnerships, and any Federal Government agencies desiring to do business with the government.

    You can register your entity to obtain a Unique Entity ID here: https://sam.gov/content/entity-registration

14. Property Assurance Form Signed (Section 6 of this application): This form is required to be signed and dated regardless of whether or not the Applicant currently intends to purchase land using SRF funds.
15. Civil Rights Self Certification Form (Section 7 of this application): This form is required to be signed and dated.
16. SRF Environmental Review (ER) Checklist and attachments completed and submitted: The ER Checklist outlines the information needed to start the SRF ER services. The ER Checklist can be obtained here: https://www.iowasrf.com/environmental-review/.
17. Socioeconomic Assessment (SA) Worksheet completed and submitted: The SA Worksheet can be obtained here (use the most current FY worksheet): https://www.iowasrf.com/documents-and-guides/.

Complete the requested information in the following sections to the best of your ability. Please print or type the information on the form. If a particular item does not apply to your system, enter "N/A" for "not applicable." Attach supporting documentation as needed. Keep a copy of the completed application for your records and **submit the signed form and supporting documents to the following e-mail address: srf-iup@dnr.iowa.gov.**

CLEAN WATER STATE REVOLVING FUND
INTENDED USE PLAN (IUP) APPLICATION FORM

This form may be used to apply for inclusion on the project priority list (PPL) of the Clean Water SRF IUP after or concurrent to submitting the Facility Plan to DNR for approval. IUPs are developed on an annual basis with quarterly updates as needed.

This form is not an application for a loan. SRF loan application materials may be obtained at https://opportunityiowa.gov/community/water-quality/srf-programs/drinking-water-loan-program. The loan application should not be completed until after bids are received.

Applicants will be required to comply with all applicable State and Federal requirements in order to be eligible to receive SRF funding. A list of these requirements can be found at: https://opportunityiowa.gov/community/water-quality/srf-resources/documents-and-guides.

Section 1: Applicant and Other Project Contacts

Applicant Name: City of Waterloo, Iowa

Applicant Address: 715 Mulberry Street

City: Waterloo State: Iowa Zip: 50702

Authorized Representative: David Boesen

Telephone Number: 319-291-4301 E-mail: mayor@waterloo-ia.org

Signature: _____ Title: _____

UEI Number: QFUUVJ8QTDN3 NPDES Number: 0790001

Population Served by System: 68,000 Population Served by Project: 2,000

Consulting Engineer Firm: AECOM

Contact Person: Nicholas Schrock, P.E.

Telephone Number: 319-874-6581 E-mail: nick.schrock@aecom.com

Was a qualifications-based procurement process used to select this engineer firm? ☐ Yes ☒ No

Do you anticipate using the Construction Manager at Risk (CMaR) construction delivery model for this project? ☐ Yes ☒ No

Bond Counsel Firm: Ahlers Cooney

Contact Person: Kristin Billingsley Cooper

Telephone Number: 515-246-0330 E-mail: kcooper@ahlerslaw.com

Municipal Advisor Firm: Speer Financial, Inc.

Contact Person: Maggie J. Burger

Telephone Number: 319-291-2077 E-mail: mburger@speerfinancial.com

(Municipal Advisor Information is required at time of application)

Section 2: Project Schedule

Anticipated final plans and specifications submittal date: January 29, 2027

Anticipated construction start date: Spring 2027

Section 3: Brief Project Summary and Environmental Outcomes (Attach additional pages if necessary.)

Describe the reasons for the proposed project: (i.e. specific water quality problem or system improvement)

The northwest portion of the City of Waterloo, Iowa sanitary sewer collection and pumping system has been identified as one of the areas that requires attention due to high wet weather flow rates and the condition of the sanitary sewer system infrastructure in the area.

The following are the primary objectives of the Airline Highway Lift Station, Force Main, and Sanitary Sewer Project:

1) To replace the aging lift station, force main, and downstream gravity sewer due to current conditions and upgrade this infrastructure for future conditions.
2) To install an on-site emergency generator and necessary components.
3) To line the upstream gravity sewer with Cast-In-Place Pipe lining to mitigate inflow and infiltration.

Describe the proposed project: (i.e., specific solution to the water quality problem, or proposed system improvement)

The new lift station will be constructed at the location of an existing lift station (Airline Highway Lift Station). The Lift Station currently pumps wastewater to a 12-inch gravity line at approximately Airline Highway and Diagonal Street. The new lift station will reuse the existing lift station wet well, sized at 8-foot diameter and approximately 32 feet deep. A new operator building will house instrumentation and controls and a valve and meter room. A new 10-inch force main will replace the existing 600 foot long, 8-inch force main to handle the higher flowrate. A new, 3,600 foot long 24-inch gravity sanitary sewer will replace the existing 12-inch gravity sewer to No Name Creek. The upstream 12-inch gravity sewer (approximately 1,400 foot long) will be lined with Cast-In-Place Pipe to mitigate inflow and infiltration during wet weather events.

Primary Impacted Waterbody: Cedar River

Designated Surface Water Uses (e.g. A1, BWW): A1, BWW1, HH

Project Will Contribute to Water Quality… (check one)

- ☐ Improvement
- ☒ Maintenance
- ☐ Not Applicable

Project Will Allow the System to… (check one)

- ☐ Achieve Compliance
- ☒ Maintain Compliance
- ☐ Not Applicable

Project Will Allow the System to Address… (check all that apply)

- ☐ Existing TMDL
- ☐ Projected TMDL
- ☐ Watershed Management Plan
- ☒ Not Applicable

Does your project involve a consolidation of two or more wastewater systems? (check one)

☐ Yes ☒ No If yes, list systems and populations served: _____

Section 4: Connection & User Revenue Information (most recent fiscal year)

	Number of Connections	Percent of System Usage	Annual Revenue
Residential			
Commercial			
Industrial			
Other			
Unmetered			
Total Number of Connections:			
		Total Revenue:	

Section 5: Project Cost

Cost Category	Estimated Total Cost in $
Legal Expenses	10,000
Land and Easements	+ 20,000
Engineering Planning Fees	+
Engineering Design Fees	+ 484,800
Engineering Construction Fees	+ 592,400
Construction	+ 4,487,500
Equipment	+
Other:	+
Other:	+
PROJECT SUBTOTAL	= 5,594,700
Contingencies	+ 897,600
Planning and design loan proceeds, if rolling into construction loan	+
Less Any Funds Requested from Other Sources	-
LOAN SUBTOTAL	= 6,492,300
Loan Initiation Fee (Loan Subtotal x .005)	+ 32,462
TOTAL IUP REQUEST (Round to the nearest $1,000)	= 6,525,000

Which other funding programs are you considering to assist in completion of this project? (Check all that apply)

Funding Program	Yes	No	Amount (If Known)
Community Development Block Grant (CDBG)	☐	☒	
USDA – Rural Development Grant and/or Loan	☐	☒	
Reserve Funds	☐	☒	
Other – Specify:	☐	☒	

Section 6: Acquisition of Property by SRF Applicants

US ENVIRONMENTAL PROTECTION AGENCY
ASSURANCE WITH RESPECT TO REAL PROPERTY ACQUISITION OF TITLE III OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 AS AMENDED

The City of Waterloo (Applicant) hereby assures that it has authority under applicable State and local law to comply with Section 213 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, 84 Stat. 1894 (42 U.S.C. 4601) as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, Title IV of Public Law 100-17, 101 Stat. 246-256 (42 U.S.C. 4601 note) and 49 CFR 1.48(cc); and certifies, assures and agrees that, notwithstanding any other provision set forth in the application.

1. For projects resulting in the displacement of any person:
   a. It will adequately inform the public of the relocation payments and services which will be available as set forth in Subparts A, C, D and E of 49 CFR 24.
   b. It will provide fair and reasonable relocation payments to displaced persons as required by Subparts D and E of 49 CFR 24.
   c. It will provide a relocation assistance program for displaced persons offering services described in Subpart C of 49 CFR 24.
   d. Comparable replacement dwellings will be available pursuant to Subpart F of 49 CFR 24, or provided if necessary, a reasonable period in advance of the time any person is displaced.
   e. In acquiring real property, it will provide at least 90 days written notice to each lawful occupant of real property acquired, stating the date such occupant is required to move from a dwelling or to move his business or farm operation.

2. For projects resulting in the acquisition of real property:
   a. It will fully comply with the requirements of Subpart B of 49 CFR 24.
   b. It will adequately inform the public of the acquisition policies, requirements and payments which apply to the project.
   c. It will make every effort to acquire real property expeditiously through negotiation.
   d. Before the initiation of negotiations, it will have the real property appraised and give the owner or his representative an opportunity to accompany the appraiser during inspection of the property, except as provided in 49 CFR 24.102(c)(2).
   e. Before the initiation of negotiations, it will establish an amount which it believes to be just compensation for the real property, and make a prompt offer to acquire the property for that amount; and at the same time, it will provide the owner a written statement of the basis for such amount in accordance with 49 CFR 24.102.
   f. Before requiring any owner to surrender possession of real property it will pay the agreed purchase price; or deposit with the court, for the benefit of the owner, an amount not less than the approved appraisal of the fair market value of the property; or pay the amount of the award of compensation in a condemnation proceeding for the property.
   g. If interest in real property is to be acquired by exercise of the power of eminent domain, it will institute formal condemnation proceedings and not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of this real property; and
   h. It will offer to acquire the entire property, if acquisition of only part of a property would leave its owner with an uneconomic remnant.

References to 49 CFR are citations to Title 49, Code of Federal Regulations, Part 24, published in the Federal Register Vol. 54, No. 40, March 2, 1989.

This document is hereby made part of and incorporated in any contract or agreement, or any supplements and amendments thereto, relating to the above-identified application and shall be deemed to supersede any provision therein to the extent that such provisions conflict with the assurances or agreements provided therein.

Legal Name of Applicant: City of Waterloo

Signature of Authorized Representative: _____ Date: _____

Section 7: Civil Rights Self Certification

Iowa State Revolving Fund (SRF) Borrower Civil Rights Self-Certification Form

As a recipient of financial assistance through the Iowa State Revolving Fund (SRF) program, the undersigned hereby acknowledges and certifies that the Borrower shall comply with all applicable federal civil rights laws and regulations. These requirements apply to the **entire operations** of the assistance recipient, not just the project or activity receiving SRF funds.

In accordance with federal law and U.S. Environmental Protection Agency (EPA) regulations at **40 CFR Part 7**, the Borrower agrees to adhere to the following nondiscrimination statutes:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)
No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 13 of the Federal Water Pollution Control Act Amendments of 1972 (Pub. L. 92-500; see 33 U.S.C. § 1251, note)
No person in the United States shall, on the ground of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance under the Clean Water Act.

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794)
No otherwise qualified individual with a disability in the United States shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.)
No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance.

Additional Requirements for Borrowers whose projects are selected as federal "equivalency" projects:
Borrowers who are selected to received SRF funds "equivalent to" a federal grant aware are considered "equivalency" projects and are subject to the civil rights requirements in 40 CFR Part 7.

The Borrower agrees to:

- **Be subject to the prohibition against intimidation and retaliation**.
- **Maintain records** demonstrating compliance with these civil rights laws, including:
  - A list of any civil rights complaints received.
  - Reports from any external civil rights compliance reviews.
  - Descriptions of any pending discrimination lawsuits.
  - Demographic data regarding populations served (e.g., race, ethnicity, national origin, sex, disability status, and age).
- **Provide access to documentation** and cooperate with any compliance reviews or investigations conducted by the Iowa DNR or EPA.

Borrower Name: City of Waterloo

Project Name: Airline Highway Lift Station, Force Main, and Sanitary Sewer

Certification

By signing below, I affirm that I am authorized to sign on behalf of the Borrower named above and that the Borrower will comply with all applicable federal civil rights laws and regulations as a condition of receiving SRF assistance.

Signature: _____ Date: _____

Name (Printed): David Boesen Title: Mayor

PRELIMINARY ENGINEERING REPORT
FACILITY PLAN
AIRLINE HIGHWAY LIFT STATION, FORCE MAIN, AND SANITARY SEWER
CITY OF WATERLOO, IOWA

PREPARED FOR:
CITY OF WATERLOO, IOWA

PREPARED BY:
AECOM

MAY 2026



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.

May 6, 2026
Nicholas Schrock, PE — Date

License No. 29965

My license renewal date is December 31, 2026.

Pages or sheets covered by this seal:
ALL

Date Issued:

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Executive Summary

The City of Waterloo, Iowa, (City) is the eighth largest city in Iowa and is located along the Cedar River in northeastern Iowa. The city operates a wastewater collection system that is comprised of approximately 400 miles of sanitary sewers; 9,300 sanitary manholes; 46,240 linear feet (LF) of force mains; and 26 lift stations. The collection system and the treatment plant are operated by the City of Waterloo Waste Management Services Department (WMSD). Service Area (SA) 10, located in the northwest portion of the sanitary sewer collection and pumping system, has been identified as an of the area that requires attention due to high wet weather flow rates and the condition of the sanitary sewer system infrastructure in the region.

The existing Airline Highway Lift Station is a wet pit plus dry pit type wastewater pumping station originally constructed in 1969. The lift station's two (2) centrifugal pumps have capacities of approximately 368 and 343 gpm. This lift station pumps wastewater via a force main to a manhole northeast of the intersection of West Airline Hwy and Diagonal St. The existing lift station is not equipped with an emergency generator or the ability to connect to a portable emergency generator.

The following are the primary objectives of the project:

- To eliminate sanitary sewer and manhole surcharging in the area hydraulically upstream of the Airline Highway Lift Station.
- To provide sanitary sewer improvements to meet current and future demands, particularly during wet weather events, in the Airline Highway Lift Station basin in the northwest portion of the City of Waterloo.
- To line approximately 1,400 LF of 12-inch sewer with cured-in-place pipe (CIPP) lining to mitigate inflow and infiltration (I&I).
- To replace approximately 600 LF of 8-inch sanitary force main with a 10-inch force main to accommodate the increase in lift station capacity.
- To replace approximately 3,600 LF of 12-inch sanitary sewer with a 24-inch sanitary sewer to increase the capacity of the sewer system, due to the slope of the 12-inch sanitary being too shallow.

A new lift station, force main, and sanitary sewer are proposed to address these objectives. The new lift station will be constructed at the location of the existing Airline Highway Lift Station. The Airline Highway Lift Station currently pumps into the Titus Lift Station and is undersized to address existing needs under wet weather season. The new lift station will utilize the existing wet well which has a diameter of 8-foot and a depth of approximately 32 feet, with a conventional valve vault and flow meter pit.

The total anticipated cost of the project is approximately $6.5 million.

This project is scheduled to begin in the spring of 2027, with anticipated completion in the fall of 2027 or spring of 2028.

Introduction

The City of Waterloo, Iowa (City), operates a wastewater collection system that comprises approximately 400 miles of sanitary sewers; 9,300 sanitary manholes; 46,240 linear feet (LF) of force mains; and 26 lift stations. The flows collected are treated at the city's Water Pollution Control Facility under National Pollutant Discharge Elimination System (NPDES) Permit No. 0790001. The collection system is classified into fifteen (15) distinct Service Areas (SAs). Both the collection system and the treatment plant are operated by the City of Waterloo Waste Management Services Department (WMSD).

Similar to other communities in the State of Iowa, the City of Waterloo is experiencing aging sanitary sewer infrastructures. As the existing infrastructure deteriorates, the city has faced increased infiltration and inflow (I&I) as well as structural deterioration of pipes, manholes, and lift stations. Due to the accumulation of these deficiencies, the city has experienced sanitary sewer overflows (SSOs) and has had to rely on bypassing during wet weather events.

In the last decade, the city has implemented a comprehensive master plan to remediate SSOs throughout its service areas. The projects within the plan were prioritized based on the severity of deficiencies in each Service Area. This report is intended to improve the sanitary sewer conditions of Service Area 10 (SA 10), addressing critical infrastructure needs and reducing the risk of SSOs in this region. In the Sanitary Sewer System Condition Assessment, submitted in 2017, the Airline Highway Lift Station was given a Medium rating. However, lift station improvements have not been implemented in nine years and the lift station needs to be remodeled. The Sanitary Sewer System Condition Assessment is not included in this report due to the large file size, but is available upon request.

The Airline Highway lift station pumps into the Titus lift station in SA 10. Per the comprehensive master plan, the Titus Lift Station was identified as needing to be replaced to relieve pressure placed on the sewers of SA 10. The construction of the new Titus lift station and force main project was completed in 2025. As part of the project, the firm pumping capacity of the lift station and the size of the force main were increased to accommodate wet weather flows in SA 10.

Objectives

SA 10, located in the northwest portion of the sanitary sewer collection and pumping system, has been identified as an area in need of attention due to high wet weather flow rates and the deteriorating condition of the sanitary sewer infrastructure. Reducing the hydraulic load and increasing the capacity of the lift station will help alleviate concerns related to sanitary sewer surcharges. Additionally, the Airline Highway Lift Station basin is experiencing industrial growth, which may further exacerbate the existing conditions.

The primary objective addressed in this report are to:

- To eliminate sanitary sewer and manhole surcharging in the area hydraulically upstream of the Airline Highway Lift Station.
- To provide sanitary sewer improvements to meet current and future demands, particularly during wet weather events, in the Airline Highway Lift Station basin in the northwest portion of the City of Waterloo.

- To line approximately 1,400 LF of 12-inch sewer with cured-in-place pipe (CIPP) lining to mitigate inflow and infiltration (I&I).
- To replace approximately 600 LF of 8-inch sanitary force main with a 10-inch force main to accommodate the increase in lift station capacity.
- To replace approximately 3,600 LF of 12-inch sanitary sewer with a 24-inch sanitary sewer to increase the capacity of the sewer system, due to the slope of the 12-inch sanitary being too shallow.

This Facility Report aims to evaluate the necessary improvements and alternatives required to achieve the listed objectives.

Existing Conditions

The following section will describe the existing conditions of the sanitary sewer system and the planning projections of this report.

Airline Highway Lift Station

The Airline Highway Lift Station is located in the northwest portion of the city at 2524 W Airline Hwy, west of the intersection of W Airline Hwy and Diagonal St, see **Figure 3: Project Location**. According to the city historical data, the lift station was originally constructed in 1968, and has undergone several updates over the years, with the most recent update occurring in 2010 when the pump impellers were replaced.

Currently, the lift station is a wet pit plus dry pit type wastewater pumping station. Two (2) centrifugal pumps with vertically oriented motors are mounted on the base of the dry pit, approximately 32 feet below grade. Based on recent readings from VoluCalc flow monitoring equipment, Pump No. 1 and Pump No. 2 each have capacities of approximately 368 gallons per minute (gpm) and 343 gpm, respectively. The cast iron force main serving the existing lift station is approximately 600 feet long and discharges into a gravity sewer line on W Airline Highway.

Figure 1 and **Figure 2: Airline Highway Lift Station – Dry Pit Interior** show the lift station existing conditions.



Figure 1: Airline Highway Lift Station - Exterior



Figure 2: Airline Highway Lift Station – Dry Pit Interior and Pumps

As observed in **Figure 1** and **Figure 2** the lift station is in deteriorating condition. The dry pit entrance shows significant corrosion on both the exterior and interior of its metal walls. The dry pit well, the bottom of the pit, and the pump stands all exhibit similar levels of corrosion. The concrete section of the lift station also shows signs of deterioration, with large cracks running from the dry pit well to the edge of the slab. Additionally, the existing lift station is not equipped with an emergency generator or the ability to connect to a portable emergency generator.

The deteriorating structural conditions of the lift station, combined with its limited capacity to accommodate higher inflow volumes during wet-weather events, leads to frequent surcharging of upstream pipes and manholes. These surcharges increase the risk of backups, overflows, and service disruptions for existing sanitary sewer users. Consequently, replacing the lift station is essential to improve system reliability, prevent surcharge, and ensure adequate service for current and future users.

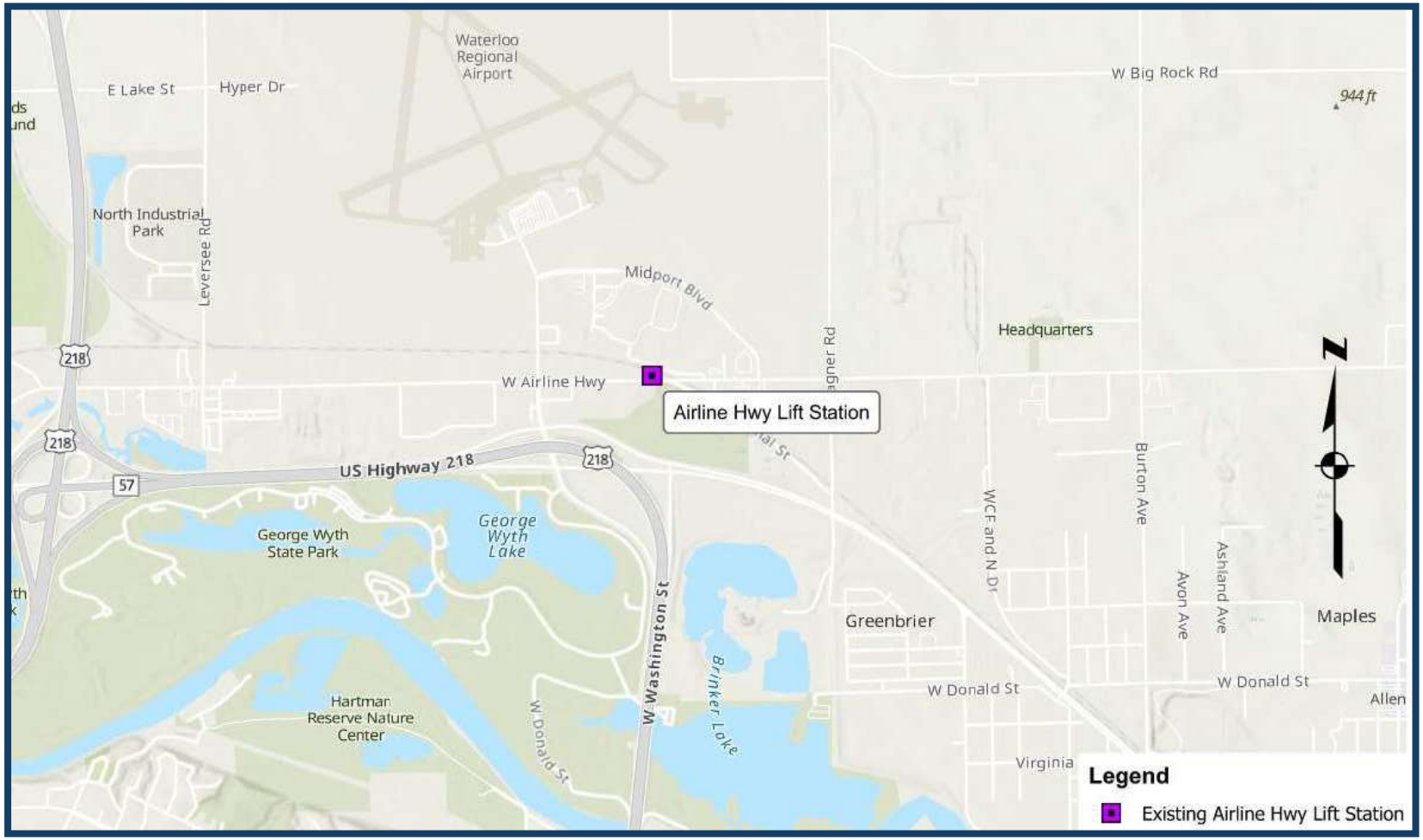


Figure 3: Project Location

Force Main

The existing 8-inch cast iron lift station force main is approximately 600 LF and crosses under the Canadian National (CN) Railroad just north of the lift station and discharges into a manhole just east of where Airline Highway crosses the CN Railroad. The condition of the force main is not known, however, it has not been modified since the lift station was installed in 1968. Once the lift station is upgraded to meet the required capacity, the diameter of the force main may not be adequate for the higher flowrate.

Gravity Sewer Upstream of Airline Highway Lift Station

The section of gravity sewer discussed in this section begins at the manhole directly west of Airport Blvd, runs parallel to the CN Railroad, and terminates at the Airline Highway Lift Station as shown in Appendix 1. This approximately 1,400 LF of sanitary sewer piping, along with multiple sections of piping upstream of the Airline Highway Lift Station, were identified in the Master Plan Report as needing cured-in-place pipe (CIPP) lining due to large defects that cause significant I&I in the system.
Over the past decade, the city has completed many CIPP projects aimed at reducing I&I in the collection system. Several sections of pipes along W Airline Hwy have already been rehabilitated as part of these efforts. The final section is intended to be completed as part of the lift station replacement to further reduce I&I and avoid unnecessarily overdesigning the pumps.

Gravity Sewer Downstream of Airline Highway Lift Station

This section of gravity sewer begins directly downstream of the Airline Highway Lift Station force main and terminates at the manhole connection to the gravity line running along No Name Creek, as shown Appendix 1. The existing sewer line consists of 3600 LF of 12-inch diameter pipe with slopes ranging from 0.20% to 0.22%.

Under these conditions, sanitary sewer hydraulic models have been evaluated and indicate that increasing the capacity of the Airline Highway Lift Station will result in the downstream sewer being prone to SSOs during wet weather events. The Sanitary Sewer System Modeling report dated July 2016 has a large file size and is available upon request. The report highlights that, once the lift station is upgraded to meet the required capacity, the small diameter of the existing sewer line and its shallow slope will create unfavorable hydraulic conditions downstream, exacerbating the risk of SSOs.

Planning Period

Since lift stations and associated facilities are typically designed for a 20-year lifespan, the planning period for the proposed improvements will extend to 20 years, for a design year of 2047, assuming the infrastructure will not become operational until 2027.

Future Conditions

This section evaluates the overall growth of the City of Waterloo and the potential impact to the area of interest.

Population and Projections

According to the U.S. Bureau Census, the population of the City of Waterloo was estimated to be 67,314 in 2020, and 67,477 in 2024. Similar to many cities in the State of Iowa, Waterloo's population has shown a slight decline or remained relatively stable. Three curves of projected growth were compared 0.03%, 0.06%, and 0.09%. For the purposes of this project, the projected annual growth rate is estimated to be 0.06%, which would result in a projected population of approximately 68,422 by the design year of 2047. **Figure 4: City of Waterloo Existing Population and Projected Growth** shows the existing and projected population.

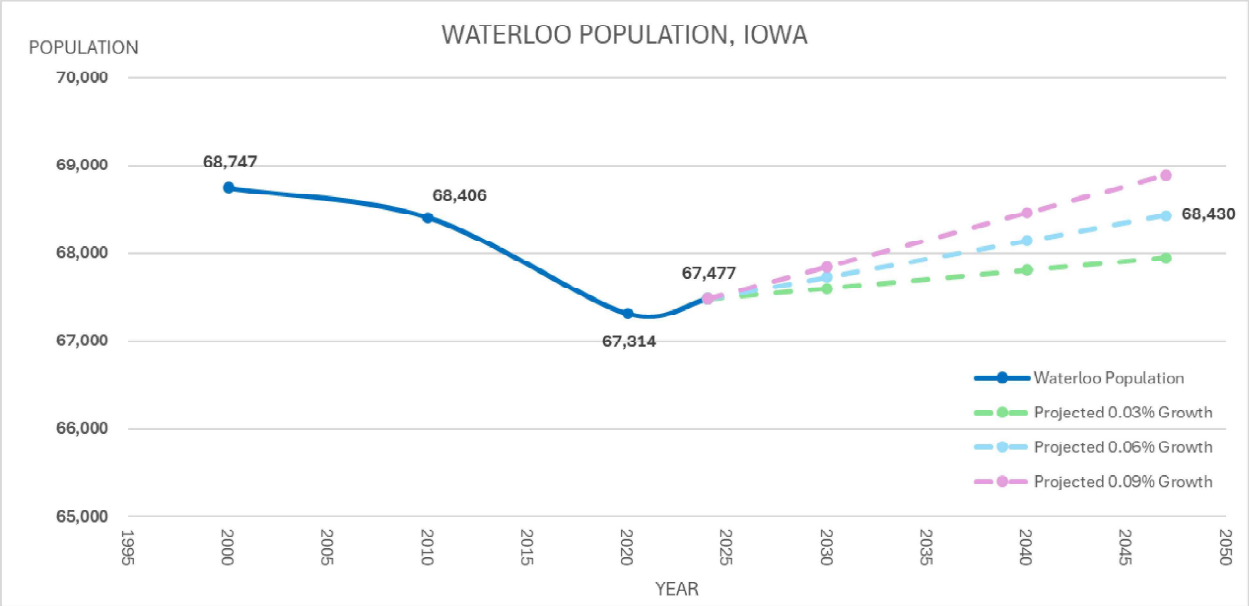


Figure 4: City of Waterloo Existing Population and Projected Growth

Land Use and Projections

The current infrastructure being evaluated is zoned for utility and infrastructure purposes, making it suitable for the proposed improvements without impacting adjacent properties or land uses. Construction activities will be confined to the designated utility easements and rights-of-way, ensuring minimal disruption to nearby residential, commercial, or industrial areas. Additionally, the replacement project will adhere to local zoning regulations and environmental guidelines to ensure compatibility with the surrounding land use and to mitigate any potential impacts during construction and operations. The completion of any of the proposed alternatives will not impact or change the existing land use.

Airline Highway Lift Station Future Flow Projections

For purposes of this report, it is anticipated that future development upstream of Airline Highway Lift station will mirror existing land-use patterns. In addition, peak flow rates are expected to be 3.0 to 4.0 times the average dry flow (ADW), based on the Iowa DNR flow factor curve, which correlates peaking factor to service area size.

Flow rates, for the purposes of this report, were based on the following cubic feet per second (csf) and gpm:

Description	Value
Current Developed Area	952 Acres
Current ADW Flow Rate	145 gpm
Future Developed Area	1,533 Acres
Future ADW Flow Rate	295 gpm
Peaking Factors	4.0
Peak Flow Rate	1,180 gpm

Therefore, the design peak flow for the Airline Highway Lift Station service area is projected to be approximately 1,180 gpm, reflecting the anticipated future development.

Alternative Analysis

The following sections present the proposed alternatives to resolve the existing deficiencies in the sanitary sewer collection system.

Alternative 1 – Do Nothing

The Airline Highway Lift Station is currently over 55-year-olds and rapidly approaching the end of its lifespan, both in terms of structural integrity and hydraulic capacity. As previously noted, the lift station exhibits significant corrosion on its metal component, and the concrete slab has large cracks. The pumps are currently unable to handle peak weather flow properly, leading to surcharging in the existing piping and manholes. Additionally, the lift station lacks the capability to connect a portable emergency generator, which increases the risk of SSOs upstream during power outages. For these reasons, this alternative was not given further consideration.

Alternative 2 – Rehabilitation of Gravity Sewer with CIPP

The rehabilitation of the gravity sewer system using CIPP lining is proposed as an alternative solution to address issues within the collection system. This solution focuses on the approximate 1,400 LF of sanitary sewer piping between Airline Highway Lift Station and west of Airport Blvd. This approach will mitigate I&I and improve the structural integrity of the sewer system, upstream of the lift station. It is worth noting that on it own, this is not a comprehensive solution to reduce surcharges in the system. The lift station itself acts as a bottleneck, limiting the capacity of the downstream system to handle peak flows effectively. Therefore, while CIPP lining is a valuable measure to reduce I&I, it must be paired with upgrades to the lift station to fully resolve the system's capacity challenges.

Alternative 3 – Lift Station Replacement

The replacement of the Airline Highway Lift Station aims to address critical deficiencies in the existing infrastructure and improve the overall performance of the sanitary sewer system. This alternative includes the construction of a new wet-pit lift station featuring two (2) duty/standby submersible pumps sized for ultimate peak wet-weather flow. An example of a wet pit type lift station containing submersible pumps can be found in **Appendix 1.** The station will be constructed entirely below grade, improving safety and maintenance access. Adjacent to the wet well, a valve vault will house isolation valves and check valves, allowing each pump to be taken offline without shutting down the entire system and preventing backflow. A new dedicated force main will convey flows from the station directly to the gravity sanitary sewer.

The new lift station will be located adjacent to the existing lift station. This will provide flexibility to maintain the existing lift station in service during construction of the new one, preventing the need for bypassing. The existing Airline Lift Station plans are attached in **Appendix 1** and photos of the existing components are attached in **Appendix 3.** The lift station will be installed with controls, and an alarm system connected to the Supervisory Control and Data Acquisition (SCADA) system at the Water Pollution Control Facilities (WPCF) for monitoring purposes. Alarm conditions will be communicated to the WPCF and locally via a red light/buzzer system. Remote operation of the lift station is not intended.

Provisions for emergency power will also be included, with a connection stub-out and space allocation for a portable generator, ensuring service continuity during outages. Additionally, the design will allow for future expansion, with wet-well volume, pump rails, and electrical capacity sized to accommodate additional pumps should development exceed current projections.

The expected benefits of this solution include the elimination of the lift-station bottleneck and downstream capacity constraints, reducing the risk of sanitary sewer overflows during extreme wet-weather events. This replacement supports the existing wet weather flow, and planned industrial, commercial, and residential growth in Service Area 10.

While the replacement of the lift station will significantly improve the conditions upstream of Airline Highway Lift Station, it will still negatively impact the downstream sanitary sewer, posing a high risk of SSOs. Therefore, further improvements are required.

Along with the replacement of the lift station a new force main will be installed. The new force main is proposed to be constructed within existing right-of-way along W Airline Hwy as shown in Appendix 1. The final alignment considers current developments and utilities, ensuring there is sufficient space to accommodate the proposed force main through the corridor. Additional easements are not anticipated.

Lift Station System Sizing Design Criteria: The sizing of the lift station system is complex process, as it must effectively meet both current and future projected needs. While the current flow rates are significantly lower than anticipated future flows, the system must be designed to accommodate the future flow increases. To accomplish this, it may be necessary to plan for future expansions within the system design.

To handle the variability of the anticipated flow the new lift station will be sized to accommodate two (2) pumps with variable frequency drives (VFDs). The lift station will be designed to handle future estimated flows of approximately 1,200 gpm with one single pump and a second one for backup. The proposed lift station will utilize the existing wet well that has a diameter of 8-feet and a depth of approximately 32-feet.

The static head, defined as the difference in elevation between the minimum water level in the wet well and the valve tree in the operator building, is approximately 37-feet. The distance between these two points is 650-feet. The pumps will need to be sized to overcome 37-foot static head as well as the friction losses anticipated over the flow ranges for SA 10. Based on preliminary pump selection, it appears that approximately 20 horsepower pumps will be required to accommodate the projected flows at the new Airline Highway Lift Station.

The sizing of the force main will be coordinated with the actual pump selection, however, for the purposes of this report a 10-inch force main has been considered adequate. This sizing provides the necessary velocities to maintain solids in suspension under most flow conditions without causing excessive head loss in the system.

Alternative 4 – Lift Station Replacement and Replacement of Gravity Sewer

This alternative includes all the proposed upgrades to the lift station as outlined in **Alternative 3**, along with the replacement of approximately 3,600 LF of 12-inch sewer for a 24-inch sewer. Increasing the pipe diameter directly downstream of the lift station will eliminate the hydraulic bottleneck identified in the Technical Memorandum and prevent SSOs once the new lift station is completed. This upgrade will help accommodate current flows, anticipated upstream developments, and peak weather conditions.

Gravity Sewer Sizing Design Criteria: During the Technical Memorandum, the proposed gravity sanitary sewer diameter was evaluated under a 10-year storm event to simulate wet weather conditions.

After incorporating the new lift station into the hydraulic model, multiple pipe diameters were tested to identify the smallest size that would convey the flow without causing surcharge downstream of the lift station.

The gravity sewer running parallel to No Name Creek is a 18-inch. Replacing the downstream 12-inch pipe for an 18-inch sewer pipe was evaluated, but this change did not eliminate surcharge downstream of the Airline Highway Lift Station. The model indicates that increasing the pipe diameter to 24-inch would relieve the surcharge. Although this is not a standard or approach, the existing 18-inch along No Name Creek is capable of receiving the flow without creating a bottleneck.

Cost Evaluation

A preliminary opinion of cost was developed for the alternatives. A summary cost is presented in **Table 1**, and a more detailed description is included in Appendix 2. The cost estimates include capital construction expenses and legal and engineering fees.

Table 1 - Opinion of Cost Estimate

Alternative Number	Alternative Name	Estimated Cost
Alternative 1	Do Nothing	-
Alternative 2	Rehabilitation of Gravity Sewer with CIPP	$ 116,600
Alternative 3	Lift Station Replacement	$ 4,348,200
Alternative 4	Lift Station Replacement and Replacement of Gravity Sewer	$ 6,345,700

Environmental Impacts

The infrastructure evaluated in this report lies in previously disturbed areas, specifically within road right-of-way and utility easements. While the construction of the proposed alternative will disturb existing lands, but a majority of those will be replaced back to their original condition after the project is complete. The majority of the work is below-grade piping, with minimal to no above-grade construction with the exception of the lift station and associated structures.

A review of the National Wetlands Inventory maps for the area does not indicate the presence of wetlands. Despite this, any areas that constitute storm water drainage or show higher-than-usual water retention shall be bored under without impacting surface characteristics within the area.

Other environmental impacts are also anticipated to be minimal. Vegetation removed as part of the project will be addressed via installation of erosion stone and seeding onto erosion control blankets after the subgrade work is complete. Storm water erosion during construction will be managed via silt fences.

No major impacts, other than those typically associated with this type of construction, are anticipated with regard to water quality, soils, geology or air quality.

Recommendations

Based on the analysis provided in this report, it is recommended that the city proceed with the installation of **Alternative 2** and **Alternative 4.** This approach will relieve the existing deficiencies on SA 10 and to allow for future growth in the area. **Table 2** provides a summary of the estimated cost estimate.

Table 2 – Recommended Alternatives Opinion of Cost Estimate

Alternative Number	Alternative Name	Estimated Cost
Alternative 2	Rehabilitation of Gravity Sewer with CIPP	$ 116,600
Alternative 4	Lift Station Replacement and Replacement of Gravity Sewer	$ 6,345,700
	Total	**$ 6,462,300**

Implementation Schedule

The project is expected to follow the following schedule:

Facility Report Submittal	June 2026
Review of Facility Report	June 2026 - August 2026
Preliminary Design	September 2026
Final Design	January 2027
IDNR Construction Permits	January 2027
Construction Begins	March 2027
Construction Ends	March 2028

Economic Conditions and Financing

According to the US Census Bureau, the median household income for Waterloo, Iowa, is $ 57,480, with per capita income at $ 32,837 (2024 dollars). Per the Iowa Data Center, in the year 2023 the median household income is listed as $ 71,433. Which puts the population of Waterloo below the State of Iowa median household income. These figures provide context for assessing the community's ability to support funding mechanisms for the proposed project.

The current sewer system serves approximately 70,000 connections and it is funded through fees established by the Waterloo City Council.

Several funding mechanisms are available for the city to apply. These include, but are not limited to:

- General Obligation (GO) Bonds
- Sewer Revenue Bonds
- United States Department of Agriculture (USDA)
- Community Development Block Grant (CDBG)
- Special Assessments
- Clean Water State Revolving Fund (CWSRF).

The city is currently preparing an application for the CWSRF loan, which will include this facility plan as part of the submission. CWSRF is a loan program administered by the Iowa Finance Authority and the Iowa DNR. It provides low interest loans, currently at 2.90%, to municipalities and sanitary districts for the design and construction of publicly owned wastewater treatment and conveyance improvements. In

addition to the interest rate, the loans include an initiation fee of 0.5% of the loan amount and a servicing fee of 0.25% of the outstanding principal. Each loan must be secured by a bond to ensure parity with other local debt. This bond can be either a Revenue Bond or a GO Bond. For revenue-secured loans, the coverage requirement is 110% of the amount needed for debt service.

As mentioned previously, the cost for the project is anticipated to be approximately $6.5 million.

Conclusions

The evaluation and analysis conducted in this report highlights the critical need for improvements to the sanitary sewer infrastructure in SA 10. The existing Airline Highway Lift Station, force main, and associated gravity sewer system are insufficient to meet current and future demands, particularly during wet-weather events. The deteriorating conditions of the lift station, combined with its limited hydraulic capacity, has resulted in frequent surcharges and increased risk of SSOs. Additionally, the downstream gravity sewer system is undersized, creating a bottleneck that exacerbates these issues.

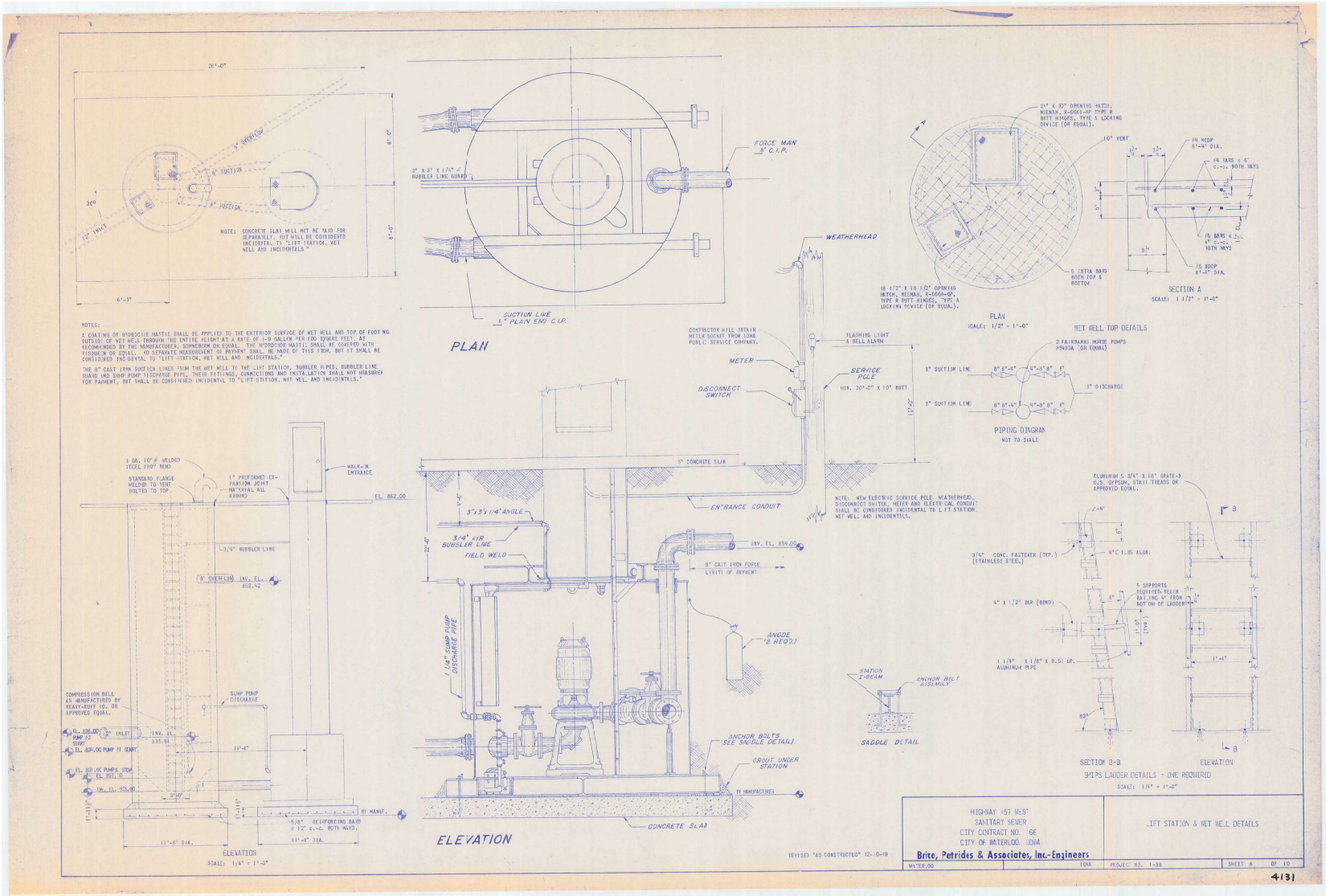
The proposed improvements, including the replacement of the Airline Highway Lift Station and upsizing of the downstream gravity sewer, represent a comprehensive solution to address these deficiencies. These are included in **Alternative 4**. This alternative eliminates the hydraulic bottleneck, accommodates future growth, and ensures the system can handle peak wet-weather flows. The inclusion of CIPP lining in **Alternative 2** for upstream gravity sewer sections further reduces infiltration and inflow and enhances the structural integrity of the system.

The proposed improvements align with the City of Waterloo's long-term goals of reducing SSOs, supporting industrial, commercial, and residential growth, and ensuring reliable wastewater service for its residents. The total estimated project cost of $6.5 million is justified by the significant benefits it will provide, including improved system performance, reduced environmental risks, and enhanced capacity to support future development.

APPENDIX 1

EXISTING AND PROPOSED AIRLINE HIGHWAY LIFT STATION DRAWINGS

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Waterloo, Iowa



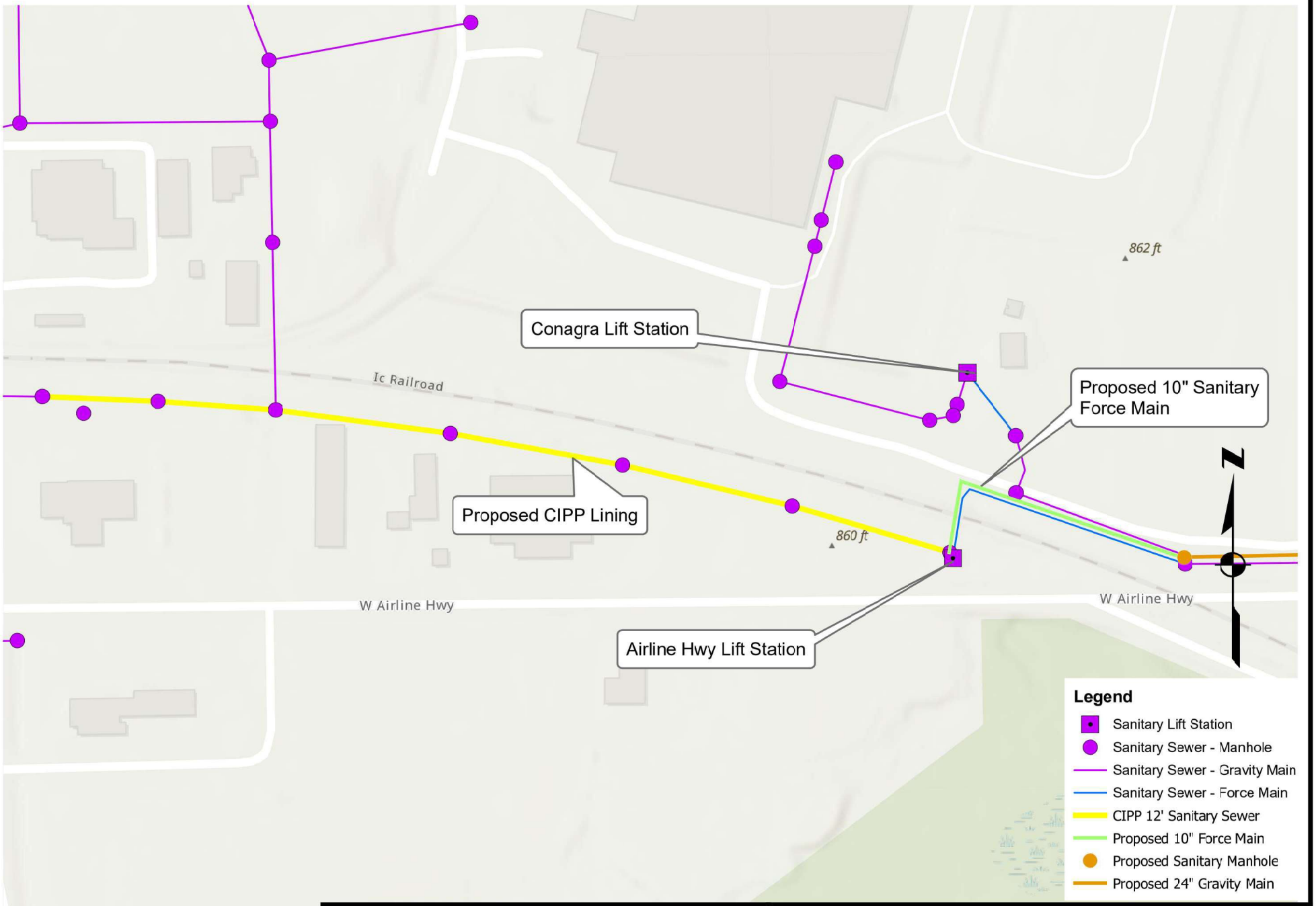
PREPARED BY:

AECOM

501 SYCAMORE STREET SUITE 222 WATERLOO, IA. 50703-4644 1-319-232-6531

FIGURE
EXISTING LIFT STATION
PLAN AND PROFILE
Airline Highway Lift Station,
Force Main and Sanitary Sewer

APRIL 2026 60784014



PREPARED BY:

AECOM

501 SYCAMORE STREET SUITE 222 WATERLOO, IA 50703-4644 1-319-232-3531

Figure 1

W. Airline Hwy Sanitary Sewer Main - Proposed Upgrades
Airline Blvd - No Name Creek

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AECOM

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Figure 2

W. Airline Hwy Sanitary Sewer Main - Proposed Upgrades
Airline Blvd - No Name Creek

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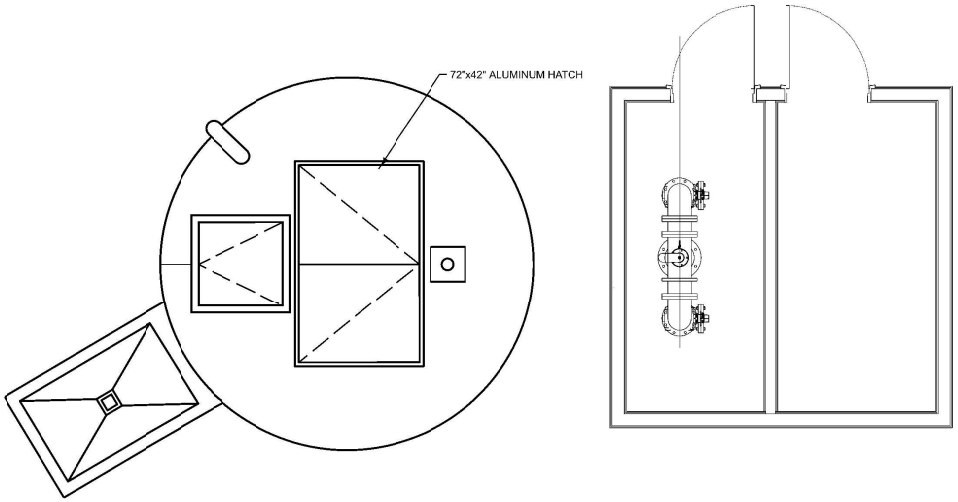
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Figure 3

W. Airline Hwy Sanitary Sewer Main - Proposed Upgrades
Airline Blvd - No Name Creek

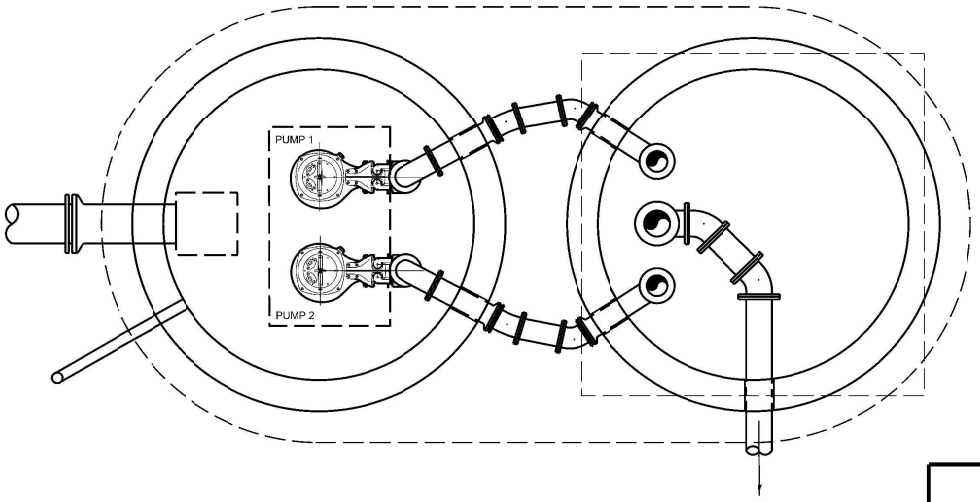
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WET WELL **OPERATOR BUILDING**

TOP - PLAN 1



BOTTOM - PLAN 1

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FIGURE

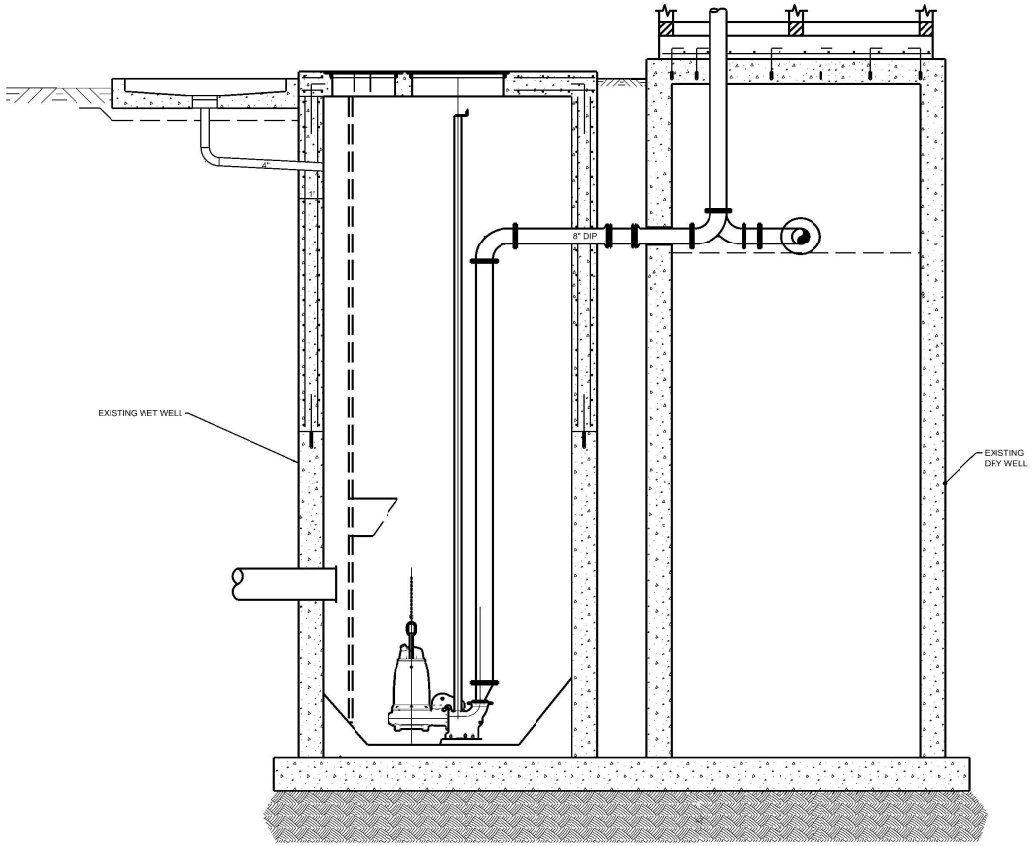
TYPICAL LIFT STATION PLAN

Airline Highway Lift Station, Force Main and Sanitary Sewer

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Material Display

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WET WELL SECTION A

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FIGURE

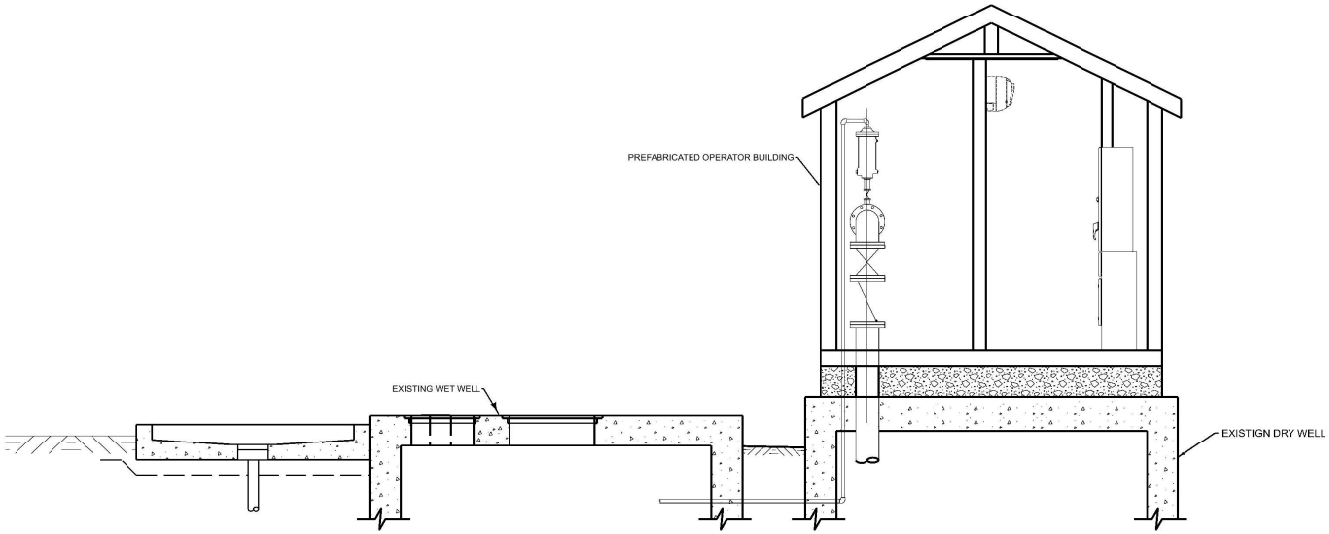
TYPICAL LIFT STATION PROFILE

Airline Highway Lift Station,
Force Main and Sanitary Sewer

APIRL 2026

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AECOM

501 SYCAMORE STREET SUITE 222 WATERLOO, IA. 50703-4644 1-319-232-6531

FIGURE

TYPICAL LIFT STATION PROFILE

Airline Highway Lift Station,
Force Main and Sanitary Sewer

APRIL 2026

60784014

APPENDIX 2

OPINION OF PROBABLE CONSTRUCTION COSTS

ENGINEER'S OPINION OF TOTAL CONSTRUCTION COSTS
Alternative 2 – Rehabilitation of Gravity Sewer with CIPP
City of Waterloo, Iowa
4/27/2026

				Preliminary Cost Estimate	
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	LS	1	$ 7,340.75	$ 7,400.00
2	12" Diameter CIP Pipe Lining	LF	1,385	$ 45.00	$ 62,325.00
3	Lateral Reinstatement	EA	5	$ 60.00	$ 300.00
4	3-FT Lateral Grouting	EA	5	$ 460.00	$ 2,300.00
5	Pipe Televising - 12"	LF	2,770	$ 1.25	$ 3,462.50
6	Type A Pipe Cleaning - 12"	LF	1,385	$ 3.00	$ 4,155.00
7	Type C Root Removal - 12"-15"	LF	346	$ 1.25	$ 432.50
8	Type D Lumberjack - 12"-15"	LF	346	$ 1.25	$ 432.50
				Contingency 20%	**$ 16,200.00**
				Sub Total	**$ 97,100.00**
				Engineering Design and Management 9%	**$ 8,800.00**
				Engineering Construction Management 11%	**$ 10,700.00**
				TOTAL	**$ 116,600.00**

Note: Based on project bidding in late winter 2026/early spring 2027

ENGINEER'S OPINION OF TOTAL CONSTRUCTION COSTS
Alternative 3 – Lift Station Replacement
City of Waterloo, Iowa
4/27/2026

				Preliminary Cost Estimate	
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	LS	1	$ 274,500.00	$ 274,500.00
2	Traffic Control	LS	1	$ 10,000.00	$ 10,000.00
3	Site Modification	LS	1	$ 100,000.00	$ 124,000.00
4	Sanitary Sewer Force Main, Trenched, 10 Inch	LF	550	$ 70.00	$ 39,000.00
5	Sanitary Sewer Force Main, Trenchless, PVC, 10 Inch	LF	100	$ 90.00	$ 9,000.00
6	Sanitary Sewer Abandonment, Fill and Plug, 8 Inch	LF	600	$ 130.00	$ 78,000.00
7	Bypass Pumping	LS	1	$ 70,000.00	$ 70,000.00
8	Force Main Testing	LS	1	$ 4,000.00	$ 4,000.00
9	Force Main Fitting	LB	2,140	$ 10.50	$ 23,000.00
10	Demolition Work - Wet Well	LS	1	$ 25,000.00	$ 25,000.00
11	Demolition Work - Lift Station Building and Equipment	LS	1	$ 120,000.00	$ 120,000.00
12	Prefabricated Operator's Building	LS	1	$ 600,000.00	$ 600,000.00
13	Lift Station Wet Well	LS	1	$ 810,000.00	$ 810,000.00
14	Isolation Valve Manhole	LS	1	$ 80,000.00	$ 80,000.00
15	Site Electrical	LS	1	$ 150,000.00	$ 150,000.00
16	Stand-by Generator	LS	1	$ 600,000.00	$ 600,000.00
17	Structural Concrete Pad - Generator	LS	1	$ 3,000.00	$ 3,000.00
				Contingency 20%	**$ 603,900.00**
				Sub Total	**$ 3,623,400.00**
				Engineering Design and Management 9%	**$ 326,200.00**
				Engineering Construction Management 11%	**$ 398,600.00**
				TOTAL	**$ 4,348,200.00**

Note: Based on project bidding in late winter 2026/early spring 2027

ENGINEER'S OPINION OF TOTAL CONSTRUCTION COSTS
Alternative 4 - Lift Station Replacement and Replacement of Gravity Sew
City of Waterloo, Iowa
4/27/2026

				Preliminary Cost Estimate	
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Alternative 3 – Lift Station Replacement (Subtotal)	LS	1	$ 3,019,500.00	$ 3,019,500.00
2					
3	Mobilization	LS	1	$ 126,090.44	$ 126,100.00
4	Traffic Control	LS	1	$ 21,000.00	$ 21,000.00
5	Clearing and Grubbing	AC	1	$ 12,000.00	$ 15,000.00
6	Topsoil, On-site	CY	2,456	$ 2.00	$ 4,912.13
7	Trench Compaction Test	LS	1	$ 8,000.00	$ 8,000.00
8	Sanitary Sewer Gravity, Trenched, 24 Inch	LF	3,461	$ 180.00	$ 622,923.66
9	Sanitary Sewer Gravity With Casing, Trenchless, 24 Inch,	LF	100	$ 2,000.00	$ 200,000.00
10	Sanitary Sewer Service Relocation	LF	4	$ 5,000.00	$ 20,000.00
11	Removal of Sanitary Sewer, 12 Inch	LF	3,561	$ 25.00	$ 89,017.18
12	Sanitary Manhole, SW-301, 60 Inch	EACH	11	$ 15,000.00	$ 163,525.76
13	Connection to Existing Manhole, Sanitary Sewer	EACH	2	$ 5,000.00	$ 10,000.00
14	Remove Sanitary Manhole	EACH	14	$ 1,800.00	$ 25,200.00
15	Pavement, PCC, 7 Inch	SY	733	$ 60.00	$ 44,000.00
16	Gravel Road, 7 Inch	SY	83	$ 25.00	$ 2,083.33
17	Pavement Removal	SY	733	$ 15.00	$ 11,000.00
18	Gravel Road Removal	SY	83	$ 15.00	$ 1,250.00
19	Hydraulic Seeding, Fertilizing, and Mulching	AC	2	$ 3,500.00	$ 7,992.36
20	SWPPP Requirements	LS	1	$ 15,000.00	$ 15,000.00
				Contingency 20%	**$ 881,400.00**
				Sub Total	**$ 5,288,000.00**
				Engineering Design and Management 9%	**$ 476,000.00**
				Engineering Construction Management 11%	**$ 581,700.00**
				TOTAL	**$ 6,345,700.00**

Note: Based on project bidding in late winter 2026/early spring 2027

APPENDIX 3

PHOTOGRAPHS

APPENDIX 3

PHOTOGRAPHS

The following photographs were taken on November 11, 2025, showing the existing Airline Highway Lift Station and surrounding area.



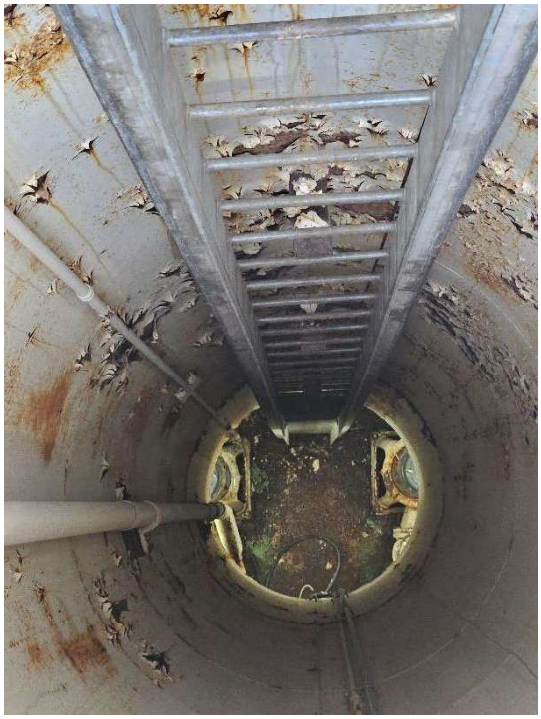




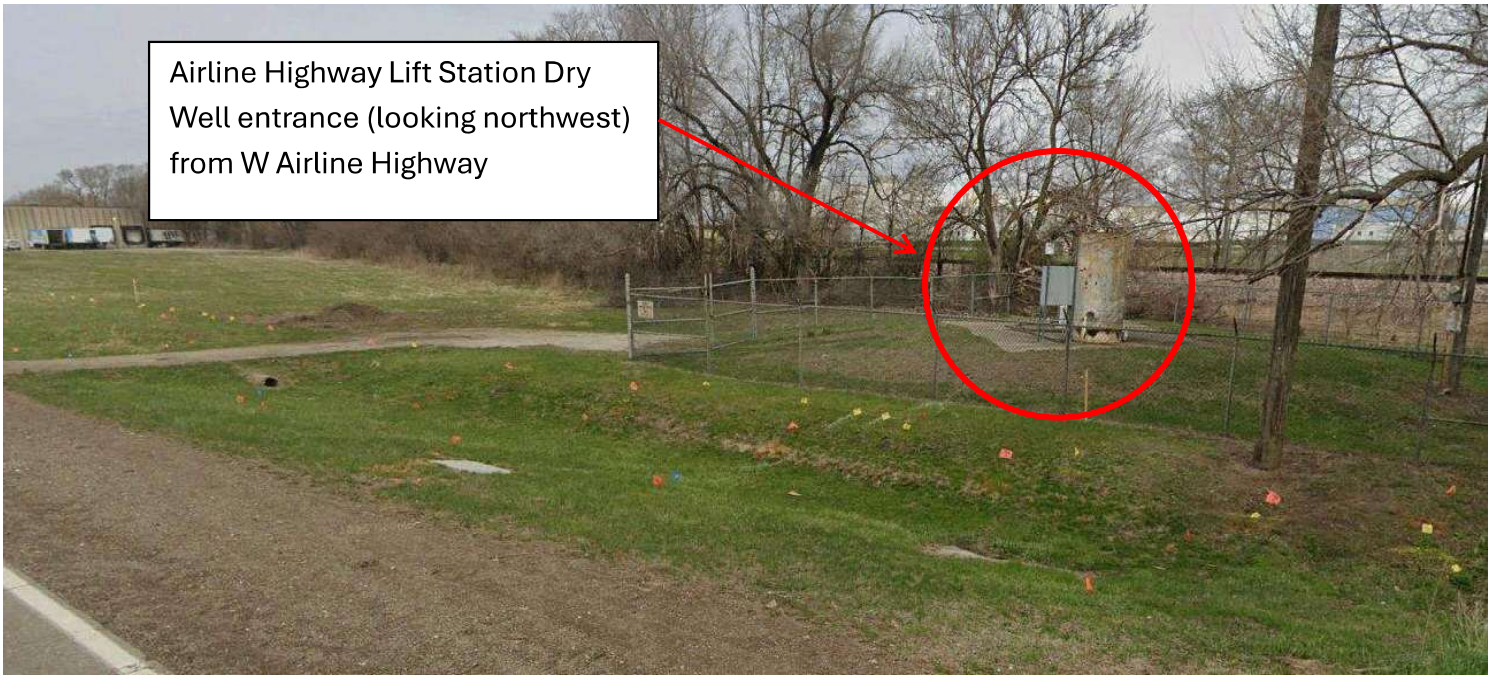




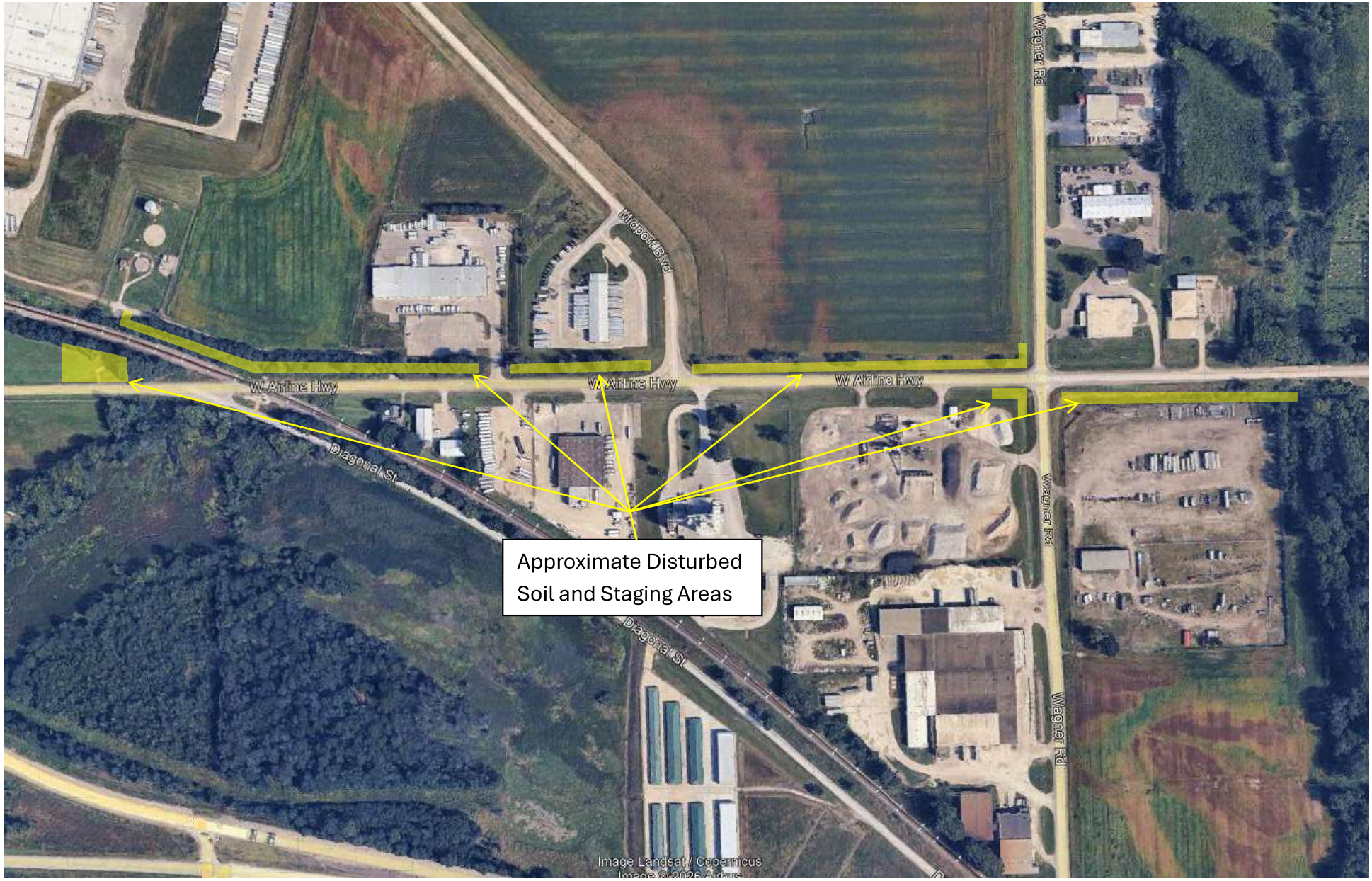


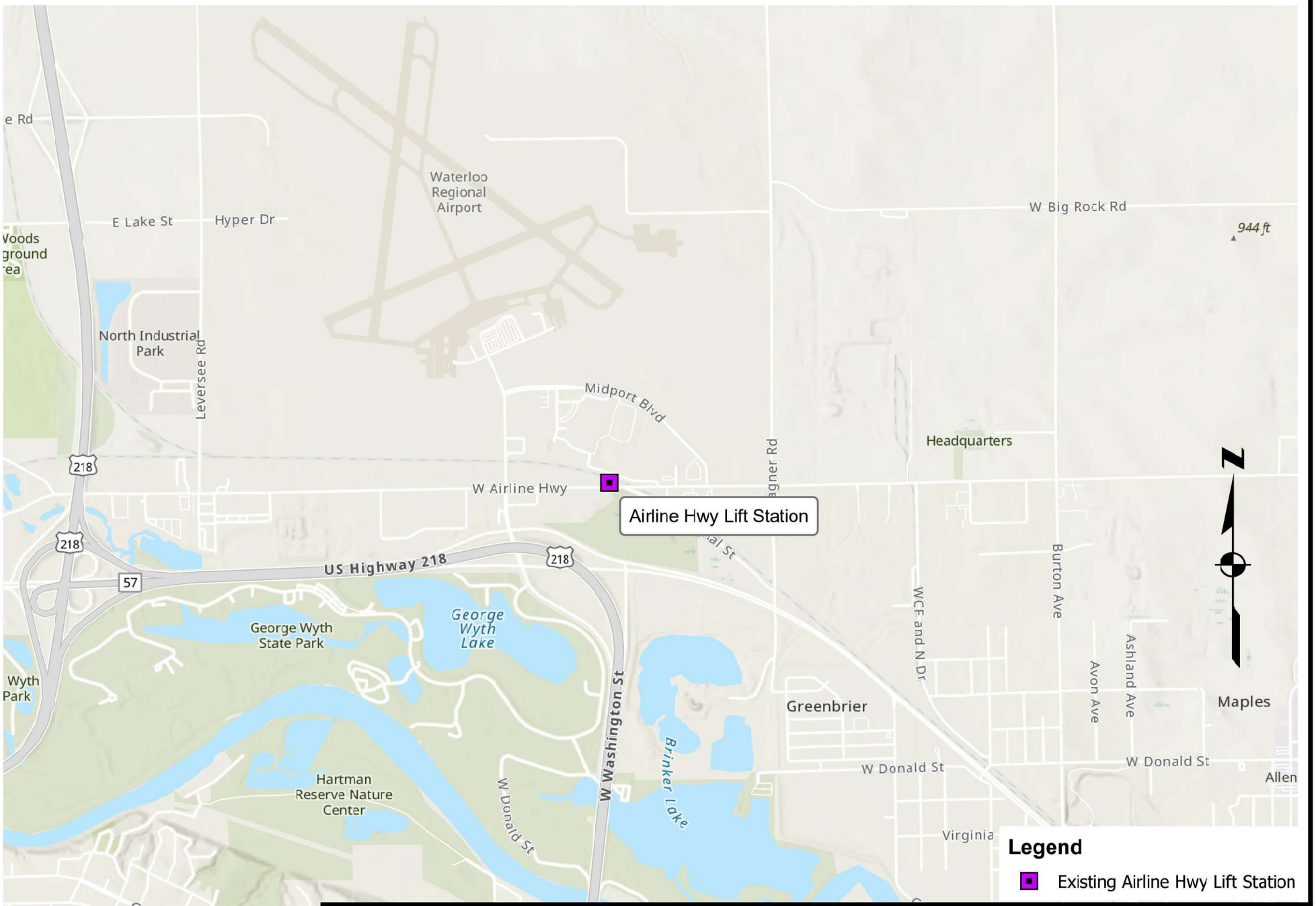





Airline Highway Lift Station Dry Well entrance (looking northwest) from W Airline Highway


N
Airline Highway Lift Station
W Airline Hwy
W Airline Hwy
Diagonal St


Approximate Disturbed Soil and Staging Areas
W Airline Hwy
W Airline Hwy
W Airline Hwy
Diagonal St
Diagonal St
Wagner Rd
Wagner Rd
Wagner Rd
Midport Blvd
Image Landsat / Copernicus



PREPARED BY:

AECOM

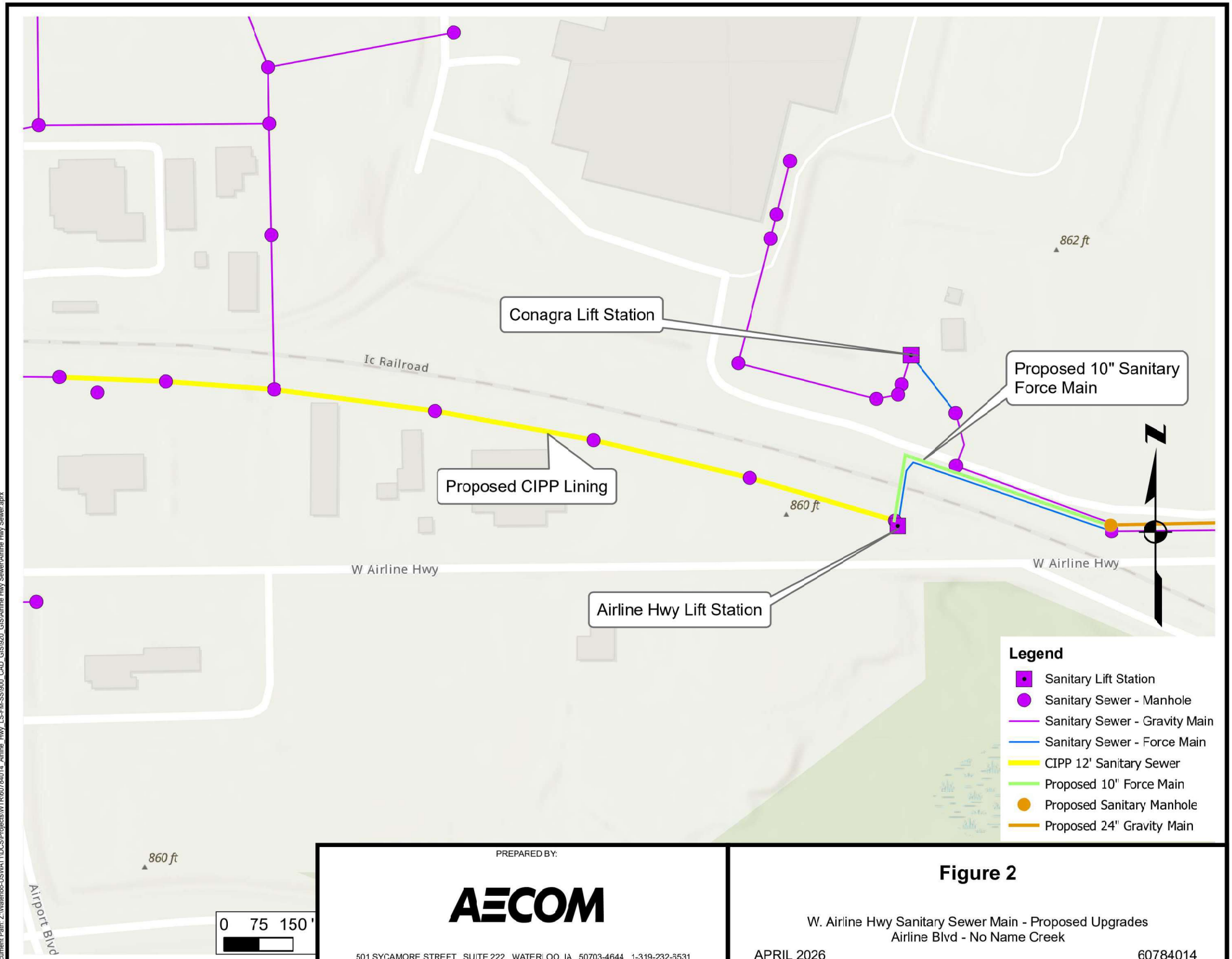
501 SYCAMORE STREET SUITE 222 WATERLOO, IA 50703-4644 1-319-232-3531

Figure 1

W. Airline Hwy Sanitary Sewer Main - Proposed Upgrades
Airline Blvd - No Name Creek

APRIL 2026 60784014

Date: 4/7/2026 4:47:46 PM
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PREPARED BY:

AECOM

501 SYCAMORE STREET SUITE 222 WATERLOO, IA 50703-4644 1-319-232-3531

Figure 2

W. Airline Hwy Sanitary Sewer Main - Proposed Upgrades
Airline Blvd - No Name Creek

APRIL 2026

60784014

Date: 4/7/2026 4:47:42 PM
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PREPARED BY:

AECOM

501 SYCAMORE STREET SUITE 222 WATERLOO, IA 50703-4644 1-319-232-3531

Figure 3

W. Airline Hwy Sanitary Sewer Main - Proposed Upgrades
Airline Blvd - No Name Creek

APRIL 2026

60784014

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PREPARED BY:

AECOM

501 SYCAMORE STREET SUITE 222 WATERLOO, IA 50703-4644 1-319-232-3531

Figure 4

W. Airline Hwy Sanitary Sewer Main - Proposed Upgrades
Airline Blvd - No Name Creek

APRIL 2026

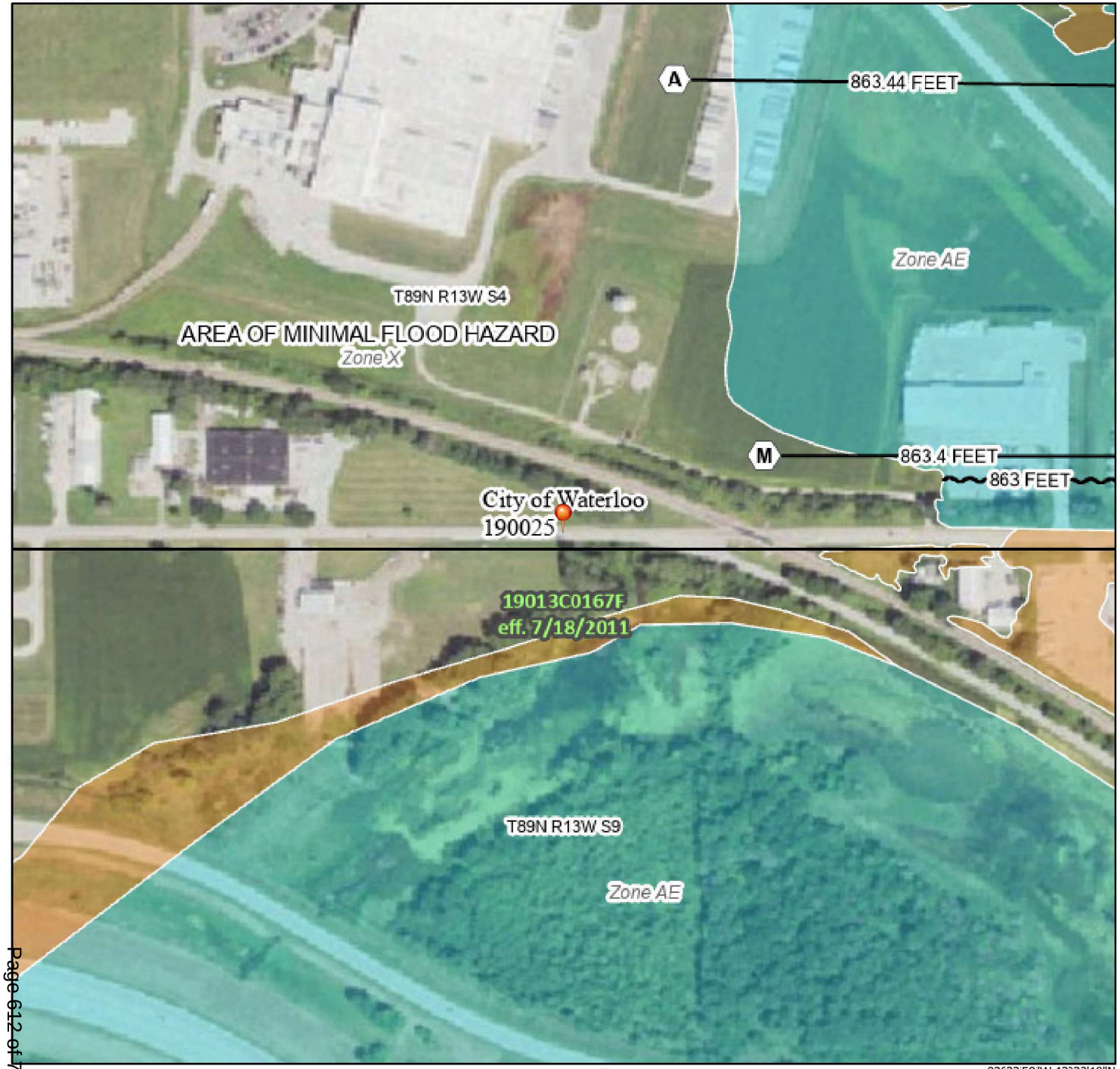
60784014

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National Flood Hazard Layer FIRMette

FEMA

92°23'37"W 42°32'44"N



92°22'59"W 42°32'18"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/13/2026 at 8:52 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

National Flood Hazard Layer FIRMette

FEMA

92°23'1"W 42°32'42"N



92°22'24"W 42°32'16"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
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OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/13/2026 at 8:54 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

U.S. Fish and Wildlife Service
National Wetlands Inventory

US Fish & Wildlife Wetlands Map



March 13, 2026

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

N

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Socioeconomic Assessment by Tract

State Fiscal Year 2027

Applicant: *City of Waterloo, Iowa*

FIPS Code: 19013001600 **Census Tract:** *Census Tract 16, Black Hawk County, Iowa* **Tract Description (*Optional*):** *Location of Airline Highway Lift Station*

	Median Household Income (MHI)	% Below Poverty Level	% Receiving Public Assistance or SNAP	% Receiving Supplemental Security Income	Unemployment Rate (County 12-month avg)	% Not in Labor Force	Population Trend (2010-2020)	% with High School Diploma or Less	% Vacant Homes (excl. 2nd/Vacation)	% Housing Cost Burdened	TOTAL POINTS
Datapoint	*$61,964*	*22.1%*	*11.8%*	*4.1%*	*8.1%*	*30.7%*	*0.0%*	*54.1%*	*4.7%*	*28.0%*	
SA Points	*2*	*2*	*2*	*1*	*2*	*0*	*1*	*2*	*0*	*2*	**14**

FIPS Code: 19013000100 **Census Tract:** *Census Tract 1, Black Hawk County, Iowa* **Tract Description (*Optional*):** *Location of Waterloo City Hall*

	Median Household Income (MHI)	% Below Poverty Level	% Receiving Public Assistance or SNAP	% Receiving Supplemental Security Income	Unemployment Rate (County 12-month avg)	% Not in Labor Force	Population Trend (2010-2020)	% with High School Diploma or Less	% Vacant Homes (excl. 2nd/Vacation)	% Housing Cost Burdened	TOTAL POINTS
Datapoint	*$26,181*	*27.1%*	*30.5%*	*8.9%*	*10.2%*	*61.4%*	*0.0%*	*50.7%*	*19.8%*	*52.0%*	
SA Points	*2*	*2*	*2*	*2*	*2*	*2*	*1*	*2*	*2*	*2*	**19**

FIPS Code: **Census Tract:** **Tract Description (*Optional*):**

	Median Household Income (MHI)	% Below Poverty Level	% Receiving Public Assistance or SNAP	% Receiving Supplemental Security Income	Unemployment Rate (County 12-month avg)	% Not in Labor Force	Population Trend (2010-2020)	% with High School Diploma or Less	% Vacant Homes (excl. 2nd/Vacation)	% Housing Cost Burdened	TOTAL POINTS
Datapoint											
SA Points											

FIPS Code: **Census Tract:** **Tract Description (*Optional*):**

	Median Household Income (MHI)	% Below Poverty Level	% Receiving Public Assistance or SNAP	% Receiving Supplemental Security Income	Unemployment Rate (County 12-month avg)	% Not in Labor Force	Population Trend (2010-2020)	% with High School Diploma or Less	% Vacant Homes (excl. 2nd/Vacation)	% Housing Cost Burdened	TOTAL POINTS
Datapoint											
SA Points											

FIPS Code: **Census Tract:** **Tract Description (*Optional*):**

	Median Household Income (MHI)	% Below Poverty Level	% Receiving Public Assistance or SNAP	% Receiving Supplemental Security Income	Unemployment Rate (County 12-month avg)	% Not in Labor Force	Population Trend (2010-2020)	% with High School Diploma or Less	% Vacant Homes (excl. 2nd/Vacation)	% Housing Cost Burdened	TOTAL POINTS
Datapoint											
SA Points											

Exhibit 11A

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application

SCHEDULE A, Construction Permit Application

APPLICANT		**ENGINEER**	
Owner:	City of Waterloo, Iowa	Firm:	AECOM
Address:	625 Glenwood Street	Address:	501 Sycamore Street, Waterloo, Iowa 50703
Representative:	Randy Bennett	Project Officer:	Nick Schrock, P.E.
Phone Number:	319-291-4445 ext. 3656	Phone Number:	319-874-6581
Email:	randy.bennett@waterloo-ia.org	Email:	nick.schrock@aecom.com

Project Identification: Airline Highway Lift Station, Force Main, and Sanitary Sewer

Estimated Start Date*: Spring 2027 Estimated Completion Date: Spring 2028

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: Waterloo - Master Plan Date Submitted: December, 2017		
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. Is there an electronic set of plans and specifications accompanying this application? To Be Submitted after Design Completion	☐	☒
Attachment size is limited to 25MB. Please use zip files or other options to submit attachments greater than 25MB.		
4. Are approved standard specifications a part of this application?	☒	☐
If Yes: Approved Standard Specifications of (municipality or firm): 2026 SUDAS Date Approved: 12/16/2025		
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. Expected Water Main Crossing		
10. Will construction inspection be conducted by a licensed engineer employed by the applicant?	☒	☐
If No: Name of Engineering Firm Conducting Inspection: AECOM		
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 _____

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 _____ Date 05/06/26

*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.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in an amount not to exceed $112,600.00 for the Eastside Interceptor - FY 2026 Emergency Sanitary Sewer Repair at Dead End of Nevada Street Project, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve the Service Agreement with AECOM for the emergency repair at the Eastside Interceptor-FY26 Emergency Sanitary Sewer Repair at Dead End of Nevada Street Project.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The emergency project will include the piping and structures required to eliminate the sanitary sewer leak caused by the break in the gravity sewer. The project will include replacement of damaged sanitary sewer pipe sections. Cast-in-place pipe (CIPP) lining of the existing sanitary sewer in the location of and upstream of the break, the replacement of the existing sanitary sewer and manhole structure in the location of the break, removal of an existing storm sewer gatewell, installation of a new storm sewer manhole, replacement of an existing storm sewer outfall on a new alignment, and repairs necessary to the existing Cedar Valley Lakes Trail and levee.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. AECOM PSA - Eastside Interceptor - FY2026 Emergency Sanitary Sewer Repair at Dead End of Nevada St
2. Memo - Eastside Interceptor - FY2026 Emergency Sanitary Sewer Repair at Dead End of Nevada St Project

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-439-3089 fax

F.Y. 2026 EMERGENCY SANITARY SEWER REPAIR AT DEAD END OF NEVADA STREET

CITY OF WATERLOO, IOWA

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered by and between AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, hereinafter referred to as “ATS” and City of Waterloo, 715 Mulberry Street, Waterloo, Iowa, hereinafter referred to as “CLIENT.”

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

ATS shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. ATS'S RESPONSIBILITIES

ATS shall, subject to the terms and provisions of this Agreement:

(a) Appoint one or more individuals who shall be authorized to act on behalf of ATS and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon ATS as to all matters pertaining to this Agreement and the performance of the parties hereunder.

(b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control.

(c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two-year period following the completion of Services, it is shown that there is an error in the Services solely as a result of ATS's failure to meet these standards, ATS shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since ATS has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, ATS does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. ATS makes no other warranties either express or implied and the parties’ rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

(d) ATS shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which ATS procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. ATS's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

(e) ATS will be providing estimates of costs to the CLIENT covering an extended period of time. ATS does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by ATS are estimates only, made on the basis of ATS's experience and represent ATS's reasonable judgment as a qualified professional. ATS does not guaranty that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by ATS, and the CLIENT waives any and all claims that it may have against ATS as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services;

(a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.

(b) Furnish to ATS all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. ATS shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INDEMNIFICATION

ATS agrees to indemnify and hold harmless CLIENT from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorneys' fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of ATS during the performance of the Services hereunder.

V. INSURANCE

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, ATS shall maintain standard insurance policies as follows:

(a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ATS's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars ($100,000) each accident;

(b) Commercial General Liability including third party Bodily Injury and Property Damage Liability and Contractual Liability insurance in a limit of One Million Dollars ($1,000,000) each occurrence and in the aggregate.

(c) Business Auto Liability Insurance (owned, non-owned or hired) in a combined single limit of One Million Dollars ($1,000,000).

ATS agrees to include CLIENT as Additional Insured on the Commercial General Liability and Business Auto Liability policies, but only to the extent of ATS's negligence under this agreement and only to the extent of the insurance limits specified herein.

(d) Professional Liability Insurance with limits of $1,000,000 per claim and in the aggregate covering ATS against all sums which ATS may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

ATS agrees to provide CLIENT with certificates of insurance evidencing the above-described coverage prior to the start of Services hereunder and annually thereafter if required. ATS shall provide prompt notice to the CLIENT in the event of cancellation, material change, or non-renewal per standard ISO Acord Form wording and the policy provisions.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of One Hundred Twelve Thousand Six Hundred Dollars ($112,600.00) and will not be exceeded without authorization from the Client.

ATS may bill the Client monthly for services completed at the time of billing. CLIENT agrees to pay ATS the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give ATS written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to ATS the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to ATS. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, ATS will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which ATS prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when ATS has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to ATS and CLIENT agrees to release, defend and hold ATS harmless from and against all claims or suits asserted against ATS in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by ATS. Nothing contained in this paragraph shall be construed as limiting or depriving ATS of its rights to use its basic knowledge and skills to design or carry out other projects or

work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and ATS makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

(a) ATS shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall ATS be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall ATS be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

(b) In order that ATS may be fully protected against such third-party claims, CLIENT agrees to obtain and maintain for the benefit of ATS the same indemnities and insurance benefits obtained for the protection of the CLIENT from any contractor or subcontractor working on the project and shall obtain from that contractor/subcontractor insurance certificates evidencing ATS as an additional named insured.

X. INDEPENDENT CONTRACTOR

ATS shall be an independent contractor with respect to the Services to be performed hereunder. Neither ATS nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, legal responsibility and liability for any and all pre-existing contamination shall at all times remain with CLIENT. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by ATS. CLIENT agrees to release, defend, indemnify and hold ATS harmless from and against any and all liability which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from ATS's sole negligence or willful misconduct.

CLIENT shall, at CLIENT’s sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper

disposal or transportation of such waste. ATS shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination. In the event that ATS executes or completes any governmentally required forms relating to regulated activities including but not limited to storage, generation, treatment, transportation, handling or disposal of hazardous or toxic materials, ATS shall be and be deemed to have acted as CLIENT's agent.

For ATS's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide ATS with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. LIMITATION OF LIABILITY

CLIENT agrees that ATS's liability for the act, error or omission in its performance of services under this Agreement shall in no event exceed the amount of the total compensation received by ATS. It is intended by the parties to this Agreement that ATS's services in connection with the project anticipated herein shall not subject ATS's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project.

XIII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then ATS and the CLIENT agree to submit the dispute to mediation. In the event ATS or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by ATS and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and ATS may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

XIV. MISCELLANEOUS

(a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

(b) This Agreement shall be governed by the laws of the State of Iowa.

(c) ATS may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve ATS of any of its obligations under this Agreement.

(d) In no event shall either party be liable to the other for indirect or consequential damages, including, but not limited to, loss of use, loss of profit or interruption of business, whether arising in contract, tort (including negligence), statute, or strict liability.

(e) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

(f) This Agreement gives no rights or benefits to anyone other than CLIENT and ATS and does not create any third-party beneficiaries to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CITY OF WATERLOO	**APPROVED FOR AECOM TECHNICAL SERVICES, INC.**
By:_____	By: Michelle M. Sweeney
Printed Name: David Boesen	Printed Name: Michelle M. Sweeney, PE, PTOE
Title: Mayor	Title: Associate Vice President
Date:_____	Date: 04/29/2026

F.Y. 2026 EMERGENCY SANITARY SEWER REPAIR AT DEAD END OF NEVADA STREET

CITY OF WATERLOO, IOWA

EXHIBIT A

I. PROJECT DESCRIPTION

The project consists of preparing plans, specifications, contract documents, and providing construction-related services (CRS) for the F.Y. 2026 Emergency Sanitary Sewer Repair at Dead End of Nevada Street project (Project) in the City of Waterloo. The emergency project will include the piping and structures required to eliminate the sanitary sewer leak caused by the break in the gravity sewer.

The Project will include replacement of damaged sanitary sewer pipe sections, Cast-In-Place Pipe (CIPP) lining of the existing sanitary sewer in the location of and upstream of the break, the replacement of the existing sanitary sewer and manhole structure in the location of the break, removal of an existing storm sewer gatewell, installation of a new storm sewer manhole, replacement of an existing storm sewer outfall on a new alignment, and repairs necessary to the existing Cedar Valley Lakes Trail and levee.

AECOM Technical Services, Inc. (ATS) will provide engineering assistance to the City for acquisition of applicable permits and coordination with both the US Army Corps of Engineers (USACE) and Iowa Department of Natural Resources (Iowa DNR).

II. SCOPE OF SERVICES

The Scope of Services to be performed shall be completed in accordance with generally accepted standards of practice. ATS will utilize the Statewide Urban Design and Specifications (SUDAS) and engineer-provided technical specifications for this project, along with applicable standards and technical modifications by the City of Waterloo Engineering Department and Waste Management Services Department (WMSD). The Scope of Services is further defined by the following tasks:

Task 1 – Topographical Survey. This task includes field surveys, property surveys and utility calls to complete the design of the project.

Task 2 – Base Mapping. This task includes development of a base map file in MicroStation format for use in the development of the project.

Task 3 – Existing Utility Review. The review of existing utilities in the area will include above-ground utility lines and underground utilities based on field locates and maps supplied by the utility companies in the corridor. Locations of potential conflict with the proposed sanitary sewer main and storm sewer pipe will be noted.

Task 4 – Prepare Preliminary Plans. The preliminary plans will be depicted on the base strip maps to indicate existing site features, known utilities, existing and proposed sanitary sewer main and lining, existing and proposed storm sewer pipe with outfall, replacement of sanitary and storm structures, details for repair of the trail, details for repair of the levee (per USACE requirements) and existing ground contours. Temporary diversion of wastewater and stormwater will be required during bypass connection and during some periods of construction but will be handled by the City's Contractor.

Task 5 – Preliminary Cost Estimates. Preliminary cost estimates will be developed for the preliminary designs of the sanitary sewer, storm sewer, manhole structures, and trail and levee repairs.

Task 6 – Plan and Profile Sheets. Preliminary plan and profile sheets will be prepared for the proposed sanitary sewer, storm sewer, manhole structures and trail and levee repairs.

Task 7 – Final Plans and Specifications. Final plans and specifications will be developed incorporating comments received by the City. Plans will include cover sheet, general notes, existing and proposed sanitary sewer main and lining plan and profile sheets, existing and proposed storm sewer plan and profile sheets, sanitary and storm structure details, details for repair of the trail, details for repair of the levee (per USACE requirements) and additional details as necessary. Specifications will include contract documents incorporating requirements from the City. SUDAS specifications will be referenced, along with engineer-provided technical specifications.

Task 8 – Agency Coordination. This task includes ongoing coordination with Iowa DNR, USACE and other regulatory agencies. ATS will prepare necessary floodplain permit, construction permit schedules and General Permit No. 2, if required, to be submitted to Iowa DNR. ATS will provide necessary 408 permit coordination with the USACE.

Task 9 – Project Management Team (PMT) Meetings. This task includes preparation for and attendance at PMT Meetings throughout the duration of the project.

Task 10 – Project Administration. This task includes in-house project management and administrative tasks, including intra-office meetings, subconsultant coordination, filing and other in-house administrative tasks.

Task 11 – Preparation and Distribution of Contract Documents. Prepare contract documents for distribution to the City, Contractor, USACE and necessary stakeholders for the project.

Task 12 – Preconstruction Conference. Conduct a preconstruction conference attended by representatives of the Contractor, Client, Consultant and affected utilities.

Task 13 – Construction Staking and Controls. Provide construction staking for horizontal and vertical controls for the project as follows:

a. Set Project Control
b. Set Stakes for Silt Fence
c. Grading (GPS)
d. Set Stakes for Sanitary Sewer
e. Set Stakes for Trail Paving

Task 14 – Review of Submittals. Review shop drawings and other submittals as required of the Contractor by the contract documents for general conformance with the design concept of the project and compliance with the information given in the contract documents.

Task 15 – Requests for Information. Answer design interpretation questions from the Client, Contractor, review staff, and appropriate agencies.

Task 16 – Pay Applications. Prepare bi-weekly applications for payment based on information provided by field review staff and Contractor and forward to the Client for execution with recommendation for approval and payment.

Task 17 – Site Visits. Perform construction site visits by design personnel at appropriate stages of construction to review the quality of the work and to determine whether the work generally conforms to the contract documents.

Task 18 – Periodic Field Observations. Provide periodic field observation during construction to review the work of the Contractor to determine if the work is proceeding in general accordance with the contract documents and that completed work appears to generally conform to the contract documents. Staffing requirements may be adjusted during the project in relation to the level of construction activity.

Task 19 – Quality Control. Report to the Client work believed to be unsatisfactory, faulty or defective or does not generally conform to the contract documents and advise the Client of work that should be corrected or rejected.

Task 20 – Construction Modifications. Consider and evaluate Contractor's suggestions for modifications and report them with recommendations to the Client.

Task 21 – Construction Progress Meetings. Facilitate weekly construction progress meetings of project and complete minutes for each meeting.

Task 22 – Final Review. Participate in a review of the project with the Client and review staff near project completion and prepare a list of items to be completed or corrected.

Task 23 – Final Walk-Through. Participate in a field observation of the completed project with the Client and review staff before a final application for payment is processed for the Contractor.

Task 24 – Records Retention. Maintain files for correspondence, reports of the job conferences, shop drawings and sample submissions, reproductions of original contract documents including addenda, change orders, field modifications, additional drawings issued subsequent to the execution of the contract, Engineer clarifications and interpretations of the contract documents, progress reports and other project-related documents.

Task 25 – Record Drawings. Provide the Client with a copy of revised drawings of the construction plans (record drawings) for the project based on the construction observation records of the field review staff and the Contractor showing those changes made during construction considered significant.

Task 26 – Final Close-Out Documentation. Prepare and assist the Client with the final close-out documentation received from the Contractor. Close-out documents will be delivered in electronic format to the Client and include the following: Shop Drawings, Materials Certifications, Pay Estimates, Change Orders, Daily Inspection Reports, Pay Quantity Summary and Record Drawings.

715 Mulberry St, Waterloo, IA 50703
Phone: (319) 291-0141
Fax: CITYOFWATERLOOIOWA.COM

Date: May 18, 2025

To: Waterloo Mayor and Council

From: Randy Bennett, Public Works Division Manager

RE: F.Y. 2026 Emergency Sanitary Sewer Repair at Dead End of Nevada Street Project

Background Discussion: This memo provides the background on the emergency sewer repair at the end of Nevada Street following a reported sinkhole on Monday, April 13th.

City staff began to investigate the cause of the sinkhole on Tuesday, April 14th and Wednesday, April 15th. Initial investigation revealed the sinkhole is located above a critical intersection of major infrastructure, including a 54-inch sanitary sewer interceptor, a 36-inch sanitary sewer line, and a 60-inch storm sewer. Between dye testing and excavating the City could not discover what was causing this sinkhole. Due to the complexity and scale of the issue, excavation and repair exceed in-house capabilities.

City engaged multiple partners to address the situation. PCI was contracted to expose the affected infrastructure, and AECOM is assisting with engineering design due to the site's location on the levee, which will require coordination with the U.S. Army Corps of Engineers. Rain for Rent was contacted by the city to provide bypass pumping for the sanitary sewer lines, while City staff will handle bypass operations for the storm sewer. At this time, the sanitary sewer pipes are beyond repair and will require rehabilitation using cured-in-place pipe (CIPP) lining, to be completed by Municipal Pipe and Tool.

Repairs are expected to take 6-8 weeks due to material procurement, system cleaning, and setup for bypass pumping. Estimated costs range from $1.5 million to $2.0 million, with potential for increase if unforeseen conditions arise. Funding is available within existing reserves.

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Recommended Action: City staff will continue to work with AECOM, Peterson Contractors Inc, Municipal Pipe and Tool, and Rain for Rent. It is recommended that City Council approve and award invoices and agreements for this project until repair is complete.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving a contract with Peterson Contractors, Inc., of Reinbeck, Iowa, in conjunction with the Eastside Interceptor - FY26 Emergency Sanitary Sewer Repair at Dead End of Nevada Street Project, Contract No. 1159, and authorizing the Mayor to execute said documents.

RECOMMENDED COUNCIL ACTION

To approve.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The existing 54" diameter sanitary sewer gravity main under the Cedar River Levee at the dead end of Nevada Street has broken resulting in a sink hole NEAR the Cedar River and levee. The project involves replacement of the damaged sanitary sewer pipe sections, Cast-in-Place Pipe (CIPP) lining of the existing sanitary gravity sewer in the location of and upstream of the break, replacement of the existing manhole structure in the location of the break, removal of an existing storm sewer gatewell, installation of a new storm sewer manhole, replacement of an existing storm sewer outfall on a new alignment, and repairs necessary to the existing Cedar Valley Lakes Trail and the levee.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. PETERSEN CONTRACTORS INC - EASTSIDE INTERCEPTOR-FY26 EMERGENCY SAN SEWER REPAIR NEVADA DEAD END - CONT NO. 1159 - CONTRACT
2. PETERSEN CONTRACTORS INC - EASTSIDE INTERCEPTOR-FY26 EMERGENCY SAN SEWER REPAIR NEVADA DEAD END - CONT NO. 1159 - CERTIFICATE OF LIABILITY INSURANCE
3. Memo - Eastside Interceptor - FY2026 Emergency Sanitary Sewer Repair at Dead End of Nevada St Project

J2694

AECOM

FY 2026 Emergency Sanitary Sewer Repair At Dead End of Nevada Street
City of Waterloo, Iowa

City Contract No. 1159

Prepared For:
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Prepared By:
AECOM
501 Sycamore Street, Suite 222
P.O. Box 1497
Waterloo, Iowa 50704-1497

May 2026

FY 2026 Emergency Sanitary Sewer Repair At Dead End of Nevada Street
City of Waterloo, Iowa

City Contract No. 1159

Prepared For:
City of Waterloo, Iowa

Prepared By:
AECOM

May 2026



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.

May 5, 2026

NICHOLAS SCHROCK, P.E. Date

License No. 29965

My license renewal date is December 31, 2026.

Pages or sheets covered by this seal:
All Pages

FY 2026 Emergency Sanitary Sewer Repair At Dead End of Nevada Street
CITY CONTRACT NO. 1159

CONTRACT DOCUMENTS

TABLE OF CONTENTS

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series of 2026, plus the applicable General Supplemental Specifications and the 2026 Iowa Statewide Urban Specifications, also known as SUDAS, shall apply to construction work. These standard specifications are amended by the City of Waterloo Supplemental Specifications to the 2026 edition of SUDAS.

Any specifications that supersede the Iowa DOT, SUDAS and City of Waterloo Specifications are listed in the Special Provisions.

1. FORM OF CONTRACT ..... C 1-3

2. GENERAL SPECIFICATIONS 1

3. PROJECT SPECIFICATIONS 1-2

APPENDIX

Peterson Contractors Inc. Hourly Rate Sheet

Quote from Rinker Materials Dated 4/24/26

Quote from Municipal Pipe Tool Dated 4/23/26

Quote from Municipal Pipe Tool Dated 4/27/26

J26194

FORM OF CONTRACT

CONTRACT FOR THE CONSTRUCTION OF

FY 2026 EMERGENCY SANITARY SEWER REPAIR

AT DEAD END OF NEVADA STREET

CITY OF WATERLOO, IOWA

CONTRACT NO. 1159

This contract made and entered into this _____ day of _____, 20__, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and Peterson Contractors Inc. (hereinafter referred to as Contractor), WITNESSETH:

PAR. 1 Contractor agrees to build and construct the **FY 2026 EMERGENCY SANITARY SEWER REPAIR AT DEAD END OF NEVADA STREET, CONTRACT NO. 1159** and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanship like manner and for the prices set forth in Contractor's quotes and hourly rate sheet, which was accepted by the City, and which is understood and agreed to be a part of this contract.

PAR. 2 It is understood and agreed that the resolution adopted by the City Council ordering the construction of the improvement, the Construction and Maintenance Bonds, the Council Proceedings relating to this matter, and the Plans and Specifications shall all be considered as forming a part of the contract the same as though they were each set out in said contract.

PAR. 3 The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of this contract, and of the plans and specifications made a part hereof by reference, and to the satisfaction and approval of the City and its engineer. The City will reimburse all materials costs with a limit of 10% markup.

PAR. 4 Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of this contract, or the plans and specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said contractor and deduct any and all such sums from any amount then due the Contractor.

PAR. 5 The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.

PAR. 6 The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work herein contracted for, that it will defend said suit and save the City harmless therein, and in case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.

PAR. 7 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.

PAR. 8 Any material, which has been rejected by the construction reviewer, shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the City Engineer.

PAR. 9 The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.

PAR. 10 The Contractor agrees to pay punctually all just claims of labor, material, men, or subcontractors who shall perform labor or furnish materials entering into this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor, material, or men under this contract.

PAR. 11 The Contractor agrees to furnish the City, simultaneously with this contract, a bond on a form to be provided by the City in the total amount of the contract, which shall be for the benefit of the City, and any and all persons injured by the breach of any of the terms of this contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council and is by reference made a part of this contract.

PAR. 12 In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor the amount of money due the Contractor for work performed and accepted, at the time and material set out in the Contractor's quotes and hourly rate sheet attached to this agreement, which has been accepted by the City.

PAR. 13 After the completion of said work, the Contractor agrees to remove all debris and clean up said project, and to save the City harmless from any damage allegedly resulting from a failure to clean up and remove the debris or put the project area back in a proper condition.

PAR. 14 This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.

PAR. 15 Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.

PAR. 16 The Contractor shall maintain all work done hereunder in good order for the period of two (2) years from and after the date it is accepted by the Council of the City of Waterloo, Iowa. Said maintenance shall be made without expense to the City or the abutting property. In the event of the failure or default of the Contractor to remedy any or all defects appearing in said work within a period of two (2) years from the date of its acceptance by said Council, and after having been given ten (10) days' notice so to do by registered letter deposited in the United States Post Office in said town, addressed to said contractor at the address herein given, then the City may proceed to remedy such defects. The costs and expenses thereof to be recovered from the Contractor and the sureties on its maintenance bond by an action brought in any court of competent jurisdiction.

PAR. 17 The Contractor shall give notice to said City by registered letter directed to the Mayor or City Clerk/Auditor thereof not more than four (4) and not less than three (3) months prior to the

expiration of the term during which the Contractor is required to maintain said improvements, in good repair by the terms of its Contract. The liability of the Contractor and of the sureties on its bond for maintenance of the said improvements shall continue until three (3) months after such notice has been given to the City, and, in any event, until two (2) years after the acceptance of the work.

SUBMITTED BY: PETERSON CONTRACTORS INC.
(Contractor)

(Address)

SIGNED BY:

President
(Title) (Date)

ACCEPTED BY CITY OF WATERLOO:

SIGNED BY:

(Title) (Date)

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GENERAL SPECIFICATIONS
For F.Y. 2026 EMERGENCY SANITARY SEWER REPAIR AT DEAD END OF NEVADA STREET

INSURANCE

Workmen employed by the contractor or his subcontractors shall be covered by Workmen's Compensation insurance as provided for by the Code of Iowa. Before beginning work on the project, the successful bidder shall furnish Certificate of Insurance for public liability and motor vehicle liability covering all operations performed by the contractor and any subcontractor. The Certificate shall be effective during the life of the project or for a period of at least ten (10) days following the filing of written notice of cancellation and shall protect the public and any person from injuries or damages sustained by reason of carrying on the work involved in the project.

The minimum limits of liability shall be as follows:

Comprehensive General Liability Insurance	
General Aggregate Limit	$ 5,000,000.00
Products—Completed Operations Aggregate Limit	$ 5,000,000.00
Each Occurrence Limit	$ 5 ,000,000.00
Comprehensive Automobile Liability Insurance	$ 1,000,000.00

The contractor shall have the City of Waterloo, Iowa, and AECOM Technical Services, Inc., named as an "Additional Named Insured".

CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature, character, and location of the work, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, all other matters which can, in any way, affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligation herein contained.

METHOD OF PAYMENT

The Contractor will be required to submit records for time and materials for work performed upon completion and acceptance of the project by the City.

SALES TAX EXEMPTION CERTIFICATES

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase materials or supplies in the performance of construction contracts let by the City of Waterloo.

PROJECT SPECIFICATIONS
For
F.Y. 2026 EMERGENCY SANITARY SEWER REPAIR
AT DEAD END OF NEVADA STREET

SCOPE OF WORK

The existing 54" diameter sanitary sewer gravity main under the Cedar River Levee at the dead end of Nevada Street has broken resulting in a sink hole NEAR THE Cedar River and levee. The project involves replacement of the damaged sanitary sewer pipe sections, Cast-In-Place Pipe (CIPP) lining of the existing sanitary gravity sewer in the location of and upstream of the break, replacement of the existing manhole structure in the location of the break, removal of an existing storm sewer gatewell, installation of a new storm sewer manhole, replacement of an existing storm sewer outfall on a new alignment, and repairs necessary to the existing Cedar Valley Lakes Trail and the levee.

SUPERINTENDENCE BY CONTRACTOR

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

CARE OF WORK

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

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

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

Non-target trees and shrubs located in or near the project area shall be protected by the Contractor from damage by workers and construction equipment during time of construction. The City Forester will determine the extent of protection necessary for the trees and shrubs. The Contractor shall leave the work site in a neat and clean condition after completion of work.

INSPECTION

The Engineering Department and AECOM staff will inspect all work performed by the Contractor.

BASIS OF PAYMENT & METHOD OF MEASUREMENT

Compensation shall be based on the time and materials necessary for performing the work, set out in the Contractor's quotes and hourly rate sheet and by additional change orders for temporary shoring and other necessary activities.

STANDARD SPECIFICATIONS/SUDAS

The Standard Specifications of the City of Waterloo and SUDAS are to be adhered to, along with the Project Specifications

described herein and shall be considered as part of the Project Documents.

PERMITS AND CODES

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

APPENDIX

104 Black Hawk St.
Reinbeck, IA 50669
(319) 345-2713
FAX (319) 345-2991

PETERSON CONTRACTORS INC.
REINBECK · IOWA
www.pcius.com

2525 S. Riverside Dr.
Iowa City, IA 52246
(319) 354-7811
FAX (319) 354-3181

HOURLY MACHINE RATES:

DOZERS	
D5MLP, D5N, D5G, D5K	$ 195.00
D6M, D6N, D6K, JD700	210.00
D6HXL, D6RXL, D6TXL, D6	230.00
D8K	275.00
D8R/T	330.00
WITH RIPPER	350.00
D9G	325.00
D9R/T	400.00
WITH RIPPER	420.00
D10N/R	475.00
WITH RIPPER	510.00
LOADERS	
CAT 226B/236	135.00
CAT 279D	160.00
IT18, 922, 299D & RT FORKLIFTS	160.00
IT28, 928, 930	175.00
936, 544	185.00
IT38, 644	200.00
IT62	225.00
966M	260.00
980H/M	280.00
MOTORGRADERS	
163H, 143H, 14G, 143M	250.00
16G, 14M	275.00
BACKHOES & EXCAVATORS	
416C, 420D, 410G, 303, 304.5, JD35-JD50 OR EQUAL	120.00
WITH HAMMER OR TAMPER	180.00
308/312	190.00
WITH HAMMER OR TAMPER	215.00
315, 316, JD160	210.00
WITH LO-DRILL, TAMPER OR HAMMER	250.00
318, 320, JD200, JD210	235.00
WITH LO-DRILL OR HAMMER	275.00
323/325	250.00
WITH HAMMER, TAMPER OR LONG-REACH	300.00
235, 329, 330, 326, JD350	285.00
WITH HAMMER, TAMPER OR LONG-REACH	335.00
235CD, 345, JD450	325.00
HAMMER, PULVERIZER, GRAPPLE	360.00
349, 352	440.00
375	460.00
390/395	550.00
390 LONG REACH	600.00

MISCELLANEOUS

ARROW BREAKER	$ 160.00
IMPACTOR BREAKER-TRACTOR	275.00
R100 TRENCHER	190.00
VERMEER 555/655	260.00
BROOM	165.00

ROLLER TRACTORS

2WD	145.00
4WD	165.00
CAT CHALLENGER	190.00
WABCO 229, CAT621, MRS WITH ROLLER OR WATER TANK	190.00
D400 WITH WATERTANK	330.00

SCRAPERS

D8K WITH TOWED SCRAPER	275.00
D8/R/T WITH TOWED SCRAPER	330.00
D9G WITH TOWED SCRAPER	330.00
D9R/T WITH TOWED SCRAPER	400.00
D10N/R/T WITH TOWED SCRAPER	475.00
621H	320.00
631G	420.00

TRUCKS

740/745 40 TON ADT	330.00
MACK DUMPS	125.00
AUTOCAR & MACK WATER	125.00
MACK SEMI WITH DUMP TRAILERS	150.00
MACK W/SLINGER BODY	190.00

ROLLERS & DISCS

TOWED ROLLER STATIC	20.00
TOWED ROLLER VIBRATORY	60.00
DISC	40.00
CP232, CS433, CP433	165.00
CP563, CS563	195.00

COMPRESSORS

185CFM	70.00
750DFM	100.00

LABOR

GENERAL LABOR (straight time)	92.00
SUPERVISOR OR MECHANIC w/TRUCK (straight time)	140.00
GPS CONTROLS ON ANY MACHINE	ADD $50/HOUR
LASER/SONIC CONTROLS ON ANY MACHINE	ADD $25/HOUR

CUSTOM HEAVY HAULING & TRANSPORTATION
- LIQUIDS, SLUDGES, LOWBOYS TO 13 AXLES
- ROLL-OFF SERVICE, VANS, BULK COMMODITIES
- ESCORTS - PRICED PER LOAD

FOUNDATION EQUIPMENT
- DIESEL, AIR, VIBRATORY, DROP PILE HAMMERS
- CAISSON DRILL RIGS
- CRANES TO 120 TONS

Rinker MATERIALS™
A QUIKRETE® COMPANY

QUOTE

Prepared on 4/27/2026

Bid Date: 4/24/2026 - 8:00 AM
Quote #: 40055
Project Location: Waterloo, IA
Project Name: Waterloo - East Interceptor Sanitary Repair

Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at www.rinkerpipe.com. A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.

Sanitary Sewer

Reinforced Concrete Pipe

Item	Description	QTY	Unit	Unit Price	Ext Price
	36" Round Reinforced Concrete Pipe, Gasketed, Class IV Unit Length: 8	24	LF	$150.80	**$3,619.20**
	54" Round Reinforced Concrete Pipe, Gasketed, Class IV Unit Length: 8	56	LF	$310.30	**$17,376.80**

Reinforced Concrete Pipe Total: $20,996.00

Sanitary Sewer - Reinforced Concrete Pipe Notes: Quote is for unlined pipe with no admixtures.

120" Sanitary Manhole

Item	Description	QTY	Unit	Unit Price	Ext Price
1	60" Manhole w/Gasket IDs:	10	VF	$425.00	**$4,250.00**
2	120" Coverslab IDs:	1	EA	$7,280.00	**$7,280.00**
3	120" Manhole w/Gasket IDs:	12	VF	$1,585.00	**$19,020.00**

120" Sanitary Manhole Total: $30,550.00

Sanitary Sewer - 120" Sanitary Manhole Notes: Base to be cast-in-place by contractor. 36" RCP connection to be grouted in the field due to a split blockout required. 54" RCP connection to be grouted in the field due to a minimum lead time of 4 weeks. Contact Rinker Materials sales rep for additional pricing. Heavist lift will be 8' of riser at 38,000 lbs.

Sanitary Sewer Sub Total: $51,546.00

Storm Sewer

Reinforced Concrete Pipe

Item	Description	QTY	Unit	Unit Price	Ext Price
	60" Round Reinforced Concrete Pipe, Gasketed, Class IV Total Pieces: 13 Unit Length: 8	104	LF	$367.00	**$38,168.00**
	Tie Rods	6	EA	$79.00	**$474.00**
	60" RC Apron	1	EA	$4,400.00	**$4,400.00**
	60" Heavy Gauge Trash Guard	1	EA	$4,080.00	**$4,080.00**

Reinforced Concrete Pipe Total: $47,122.00

Rinker MATERIALS™
A QUIKRETE® COMPANY

QUOTE

Prepared on 4/27/2026

Bid Date: 4/24/2026 - 8:00 AM
Quote #: 40055
Project Name: Waterloo - East Interceptor Sanitary Repair

108" Storm Sewer Manhole

Item	Description	QTY	Unit	Unit Price	Ext Price
1	60" Manhole w/Gasket IDs:	9	VF	$425.00	**$3,825.00**
2	108" Coverslab IDs:	1	EA	$5,530.00	**$5,530.00**
3	108" Manhole w/Gasket IDs:	8	VF	$1,325.00	**$10,600.00**

108" Storm Sewer Manhole Total: $19,955.00

Storm Sewer - 108" Storm Sewer Manhole Notes: Base to be cast-in-place by contractor. 8' of riser will weigh 32,000 lbs.

Storm Sewer Sub Total: $67,077.00

Additional Items

Item	Description	QTY	Unit	Unit Price	Ext Price
	27"x4" Grade Ring	0	EA	$105.00	**$0.00**
	27"x6" Grade Ring	0	EA	$120.00	**$0.00**
	Bituminous Joint Compound (62lb Pail)	0	EA	$104.00	**$0.00**
	Filter Fabric (25" x 300')	0	EA	$286.00	**$0.00**
	Gasket Lube 3.5gal	0	EA	$156.00	**$0.00**
	Pop-Its	0	EA	$6.00	**$0.00**

Quote Total: $118,623.00

Rinker MATERIALS™
A QUIKRETE® COMPANY

QUOTE

Prepared on 4/27/2026

Bid Date: 4/24/2026 - 8:00 AM
Quote #: 40055
Project Name: Waterloo - East Interceptor Sanitary Repair

Standard Notes

IA Standard Notes

1) Net 30 Days
2) These prices are firm for 30 days after bid letting and do not include state and local taxes. Delivery dates to be negotiated.
3) Quoted take-off quantities are approximate and are not guaranteed correct. Any changes are purchaser's responsibility.
4) Charges may be assessed for less than full truck load quantities, punch-list or job-site clean-up items, wait times, night or weekend hauls
5) Standard length of pipe is 8 (eight) feet
6) Products produced per Iowa Department of Transportation, SUDAS, and all detailed plan specifications.
7) Products produced per ASTM C-506 for RC Span Arch Pipe.
8) Products produced per ASTM C-478 for manholes, with joints per ASTM C-443 if required.
9) Products produced per ASTM C-76 for RCP, with joints per ASTM C-443 if required.
10)Products produced per ASTM C-361 for RCP if required.
11) Please add $430.00 to the unit price for manhole covers to cast a contractor-supplied casting into the cover.
12) Returns must be made within 6 months of final shipment by Rinker Materials to project.

Lifting Notes: Lifting holes/anchors are provided as a courtesy to allow for ease in unloading/installing certain of our products by the customer. Contractor is responsible for ensuring all lifting rigging and handling equipment is in good working order, used in accordance with local and OSHA regulations and that safe working loads for any lift holes or embedded anchors are not exceeded. All lift holes and embedded anchors are to be equally engaged at time of lift. Contractor to ensure that any hook, lifting device or rigging used are properly sized and sling angles are not exceeded in accordance with the hook, rigging or lifting device manufacturer's instructions.

Rinker MATERIALS™
A QUIKRETE® COMPANY

QUOTE

Prepared on 4/27/2026

Bid Date: 4/24/2026 - 8:00 AM
Quote #: 40055
Project Name: Waterloo - East Interceptor Sanitary Repair

Terms and Conditions

Payment terms are net 30, without retention or setoff. This offer is subject to credit approval. Prices quoted apply only to the referenced project and are in effect for 30 days from the date of quotation. Prices are based on the quantities shown. If a different quantity is purchased, rinker materials reserves the right to adjust the prices. This quotation contains the entire agreement with respect to purchase and sale of products described and supersedes all previous communications. Buyer's signature below, direction to manufacture, or acceptance of delivery of goods described above, shall be deemed an acceptance of the rinker materials stcs. Seller expressly rejects any other terms and conditions. Prices are F.O.B. Origin (unless otherwise specified in the standard notes) with unloading by others at a truck accessible location.

Prepared By

Nathan Kissinger
1 (515) 513-6806
nathan.kissinger@rinkerpipe.com

Acceptance

I WARRANT AND REPRESENT THAT I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUYER. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE RINKER MATERIALS STCS VIEWABLE AT www.rinkerpipe.com.

Company	By	Jim Sweeney
By	Office/Cell	
Title	Email	jim.sweeney@rinkerpipe.com
Date	Title	Sales Manager

MUNICIPAL PIPE TOOL CO LLC
WWW.MUNIPIPE.COM
" We Protect the Environment"

515 5TH STREET ~ PO BOX 398
HUDSON, IOWA 50643
Phone: 319-988-4205
Fax: 319-988-3506

Quotation

Quote Number: 6259

Quote Date: Apr 23, 2026

Quoted to:

AECOM
501 SYCAMORE STREET
WATERLOO, IA 850703

Fax: 3192320271

Customer ID	Good Thru	Payment Terms	Sales Rep
AECOM	5/23/26	Net 15 Days	

Quantity	Description	Unit Price	Extension
10.00	Jet Vac / TV port to port - Hourly (4 field staff AND TWO jet vacs and one TV truck to speed things up)	1,495.00	14,950.00
1.00	Hours include standby, getting water, dumping, and going to and from Hudson (If we use two vacalls, we would not shut down for dumping 30 minutes at a time).		

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for the services listed above. Final charges will be based on actual quantities.

Subtotal	14,950.00
Sales Tax	
Freight	
Total	14,950.00

ACCEPTED BY: Signature_____ Title _____Date_____

Scheduling Contact Person:_____Phone #:_____Cell _____

MUNICIPAL PIPE TOOL CO LLC
WWW.MUNIPIPE.COM
"We Protect the Environment"

515 5TH STREET ~ PO BOX 398
HUDSON, IOWA 50643
Phone: 319-988-4205
Fax: 319-988-3506

Quotation

Quote Number: 6288

Quote Date: Apr 27, 2026

Quoted to:

AECOM
501 SYCAMORE STREET
WATERLOO, IA 850703

Fax: 3192320271

Customer ID	Good Thru	Payment Terms	Sales Rep
AECOM	5/27/26	Net 15 Days	

Quantity	Description	Unit Price	Extension
1.00	PREP IS COVERED ON OTHER QUOTES		
1.00	MOBE - CIPP Crew water install	29,950.00	29,950.00
256.00	CIPP 56" x 26.5mm thick Sanitary Sewer per ft	1,422.07	364,049.92
1.00	CIPP 56" Spot repair x 4' long - LS	36,500.00	36,500.00
1.00	City to provide direct water hook up, or water trucks, access and getting reefer to the install manhole. City responsible for all trail and other restoration.		
1.00	City provides matting if too wet to install. Bonds not included.		
1.00	City provides dumpsite at all hours of the day.		
1.00	MPT will provide a standard polyester resin and felt liner that will cure under steam (or hot water) under ASTM 1216. Does not include UV or Fiberglass.		

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for the services listed above. Final charges will be based on actual quantities.

Subtotal Continued
Sales Tax Continued
Freight
Total Continued

ACCEPTED BY: Signature_____ Title _____Date_____

Scheduling Contact Person:_____Phone #:_____Cell _____

MUNICIPAL PIPE TOOL CO LLC
WWW.MUNIPIPE.COM
" We Protect the Environment"

515 5TH STREET ~ PO BOX 398
HUDSON, IOWA 50643
Phone: 319-988-4205
Fax: 319-988-3506

Quotation

Quote Number: 6288

Quote Date: Apr 27, 2026

Quoted to:

AECOM
501 SYCAMORE STREET
WATERLOO, IA 850703

Fax: 3192320271

Customer ID	Good Thru	Payment Terms	Sales Rep
AECOM	5/27/26	Net 15 Days	

Quantity	Description	Unit Price	Extension
1.00	City assumes risk of host pipe failure.		

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for the services listed above. Final charges will be based on actual quantities.

Subtotal	430,499.92
Sales Tax	
Freight	
Total	430,499.92

ACCEPTED BY: Signature_____ Title _____Date_____

Scheduling Contact Person:_____Phone #:_____Cell _____

PETECON-06 ARA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # BR-1348703 Highstreet Insurance & Financial Services 302 Main Street, Suite 2 Cedar Falls, IA 50613	CONTACT NAME: Kevin Boyle PHONE (A/C, No, Ext): (319) 874-4242 FAX (A/C, No): E-MAIL ADDRESS: kevin.boyle@highstreetins.com
INSURED Peterson Contractors, Inc. Reinbeck Motors Company, Inc. PO Box A/104 Blackhawk St Reinbeck, IA 50669	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Greenwich Insurance Company — 22322 INSURER B : StarStone National Insurance Company — 25496 INSURER C : XL Specialty Insurance Company — 37885 INSURER D : Zurich American Insurance Co — 16535 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blanket Contractual X XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		CGD745990205	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAS745990305	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CSX90491203P-00	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CWD745990105	7/1/2025	7/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Rented/Leased Equip			CPP9267064-15	7/1/2025	7/1/2026	Per occurrence	5,000,000
D	Installation floater			CPP9267064-15	7/1/2025	7/1/2026	Per Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: J26194, City Contract #1159, FY 2026 Emergency East Interceptor Sanitary Sewer Repair At Dead End of Nevada Street City of Waterloo, Iowa.

City of Waterloo, Iowa, and AECOM Technical Services, Inc. are included as Additional Insured on the General Liability policy. 30 Days notice of cancellation applies per written contract.

CERTIFICATE HOLDER

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin Boyle

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE"OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

 © Insurance Services Office, Inc., 2018

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 7/1/2024 ,forms a part of

Policy No. CGD745990205 issued to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT

CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.	AS PER SCHEDULE ON FILE WITH THE COMPANY	30

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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715 Mulberry St, Waterloo, IA 50703
Phone: (319) 291-0141
Fax: CITYOFWATERLOOIOWA.COM

Date: May 18, 2025

To: Waterloo Mayor and Council

From: Randy Bennett, Public Works Division Manager

RE: F.Y. 2026 Emergency Sanitary Sewer Repair at Dead End of Nevada Street Project

Background Discussion: This memo provides the background on the emergency sewer repair at the end of Nevada Street following a reported sinkhole on Monday, April 13th.

City staff began to investigate the cause of the sinkhole on Tuesday, April 14th and Wednesday, April 15th. Initial investigation revealed the sinkhole is located above a critical intersection of major infrastructure, including a 54-inch sanitary sewer interceptor, a 36-inch sanitary sewer line, and a 60-inch storm sewer. Between dye testing and excavating the City could not discover what was causing this sinkhole. Due to the complexity and scale of the issue, excavation and repair exceed in-house capabilities.

City engaged multiple partners to address the situation. PCI was contracted to expose the affected infrastructure, and AECOM is assisting with engineering design due to the site's location on the levee, which will require coordination with the U.S. Army Corps of Engineers. Rain for Rent was contacted by the city to provide bypass pumping for the sanitary sewer lines, while City staff will handle bypass operations for the storm sewer. At this time, the sanitary sewer pipes are beyond repair and will require rehabilitation using cured-in-place pipe (CIPP) lining, to be completed by Municipal Pipe and Tool.

Repairs are expected to take 6-8 weeks due to material procurement, system cleaning, and setup for bypass pumping. Estimated costs range from $1.5 million to $2.0 million, with potential for increase if unforeseen conditions arise. Funding is available within existing reserves.

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Recommended Action: City staff will continue to work with AECOM, Peterson Contractors Inc, Municipal Pipe and Tool, and Rain for Rent. It is recommended that City Council approve and award invoices and agreements for this project until repair is complete.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving an Iowa Department of Transportation Federal-Aid Agreement for Transportation Alternatives Program (TAP) Project funds, in conjunction with the FY 2026 Cedar Prairie Trail Replacement Project - Dewitt Road to Ridgeway Avenue (Cedar Falls), Contract No. 1142, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Funding agreement with the IDOT in the amount of $380,000.00. The match for the grant will be split between the City of Cedar Falls and the City of Waterloo.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 27-TAP-105 Funding Agreement

IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Transportation Alternatives Program (TAP) Project

Subrecipient: **Waterloo**
Subrecipient Unique Entity Identifier: **830941576**
Project Number(s): **TAP-U-8155(794)--8I-07**
Iowa DOT Agreement Number: **27-TAP-105**

This agreement, made as of the date of the last party's signature below, is between Waterloo (hereinafter referred to as Subrecipient) and the Iowa Department of Transportation, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds. Federal regulations require federal funds to be administered by the Department. The federal-aid highway funds included in this agreement are jointly implemented by the Federal Highway Administration (FHWA) and the Department.

The Subrecipient has received federal funding through the Transportation Alternatives Program (TAP), which is funded by the Transportation Alternatives Set-aside of the Surface Transportation Block Grant Program (TA Set-aside), as codified in Section 133(h) of Title 23, United States Code (U.S.C.), which are hereinafter referred to as TA Set-aside funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible 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 shall be Susan Hollenkamp, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1810. The Subrecipient's contact person shall be Jamie Knutson, 715 Mulberry St, Waterloo, Iowa, 319-291-4312.

3. The Subrecipient shall be responsible for the development and completion of the following described project: **Cedar Prairie Trail Replacement Project**

4. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities under the TAP program from TA Set-aside funds. The portion of the project costs reimbursed with TA Set-aside funds shall be limited to a maximum of either 80 percent of eligible costs (other than those reimbursed with other federal funds) or the amount listed **($380,000**) in the

INRCOG's current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less. Eligible project activities will be as described in Section 133(h) of Title 23, United States Code (U.S.C.), and determined by the Department to be eligible.

5. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.

6. The Subrecipient must have let the contract or have construction started within two years of October 1, 2025. If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.

7. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.

8. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.

9. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Subrecipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.

10. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.

11. The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.

12. This agreement is not assignable without the prior written consent of the Department.

13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.

15. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient 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 Subrecipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

SUBRECIPIENT: City of Waterloo

By: _____ Date_____, _____

Title: _____

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

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: _____

City Clerk of Waterloo, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date_____, _____
Debra Arp
Grant Team Lead
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 Subrecipient shall be responsible for the following:

1. General Requirements.

a. The Subrecipient shall take the necessary actions to comply with applicable state and federal laws and regulations. To assist the Subrecipient, 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://iowadot.gov/local_systems/im/lpa-ims. The Subrecipient 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 Subrecipient 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 Subrecipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability. The Subrecipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.

c. The Subrecipient 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 bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the Subrecipient shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.

d. To the extent allowable by law, the Subrecipient agrees to indemnify, defend, and hold the Department harmless from any claim, 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 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 in this agreement. If the Subrecipient will pay initial project costs and request reimbursement from the Department, the Subrecipient 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 Subrecipient shall not report this project on its SEFA.

f. The Subrecipient 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 Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:

   i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.

   ii. The Subrecipient 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 Subrecipient 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 Subrecipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

a. The Subrecipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Subrecipient 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.

b. Before beginning any work for which federal funding reimbursement will be requested, the Subrecipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Subrecipient shall submit a written request for FHWA authorization to the Department. After reviewing the Subrecipient's request, the Department will forward the request to the FHWA for authorization and obligation of federal funds. The Department will notify the Subrecipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with federal funds.

c. Upon receiving FHWA authorization, the Subrecipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the Subrecipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of funds can be adjusted or other options can be explored.

d. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.

e. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Federal Participation in Work Performed by Subrecipient Employees.

a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.

b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.

c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

4. Design and Consultant Services

a. The Subrecipient 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.

b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.

5. Environmental Requirements and other Agreements or Permits.

a. The Subrecipient 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 Subrecipient 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; 4.110, Threatened and Endangered Species; 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 Subrecipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

c. The Subrecipient 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 Subrecipient shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150, Iowa DNR Floodplain Permits and Regulations; 4.160, Asbestos Inspection, Removal and Notification Requirements; and 4.190, Highway Improvements in the Vicinity of Airports or Heliports.

d. In all contracts entered into by the Subrecipient, and all subcontracts, in connection with this project that exceed $100,000, the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.

b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.

c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient 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.

d. The Subrecipient 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 Subrecipient shall follow the Department’s Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Construction 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, architect, or landscape architect, as applicable, licensed in the State of Iowa.

b. For projects let through the Department, the Subrecipient 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 Subrecipient 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, execute the contract documents in Doc Express.

c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in I.M. 5.120, Local Letting Process, Federal-aid.

d. The Subrecipient 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 Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Department has concurred in the contract award.

8. Construction.

a. A full-time employee of the Subrecipient shall serve as the person in responsible charge of the construction 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 Subrecipient shall comply with the procedures and responsibilities for materials testing according to the

Department's Materials I.M.s applicable to the letting. Available on-line at: https://www.iowadot.gov/erl/index.html.

d. For projects let locally, the Subrecipient shall provide materials testing and certifications as required by the approved specifications.

e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.

f. The Subrecipient 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 Subrecipient 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 Subrecipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The Department will reimburse the Subrecipient 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 Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.

e. The total funds collected by the Subrecipient 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 Subrecipient (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 Subrecipient do exceed the total project costs, the Subrecipient 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 Subrecipient.

10. Project Close-out.

a. Within 30 days of completion of construction or other activities authorized by this agreement, the Subrecipient shall provide written notification to the Department 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 remaining to be reimbursed and the repayment of funds already reimbursed. The Subrecipient may be suspended from receiving federal funds on future projects.

b. For construction projects, the Subrecipient 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 Subrecipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Subrecipient 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 Subrecipient 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 Subrecipient of the record retention date.

e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving a Renewal Agreement with Delta Dental for fees associated with administration, in the amount of $39,529.00, and authorizing the the Human Resource Director to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. DELTA DENTAL CITY OF WATERLOO-32559 - Renewal 2026

DELTA DENTAL®

Thank you for this opportunity to continue our relationship with City of Waterloo. You made the right choice for you and your employees.

Below is a summary of your savings and utilization with Delta Dental of Iowa. Enclosed you will find supporting information for your renewal.

YOUR GREATEST SAVINGS

With Delta Dental, your employees have access to the largest network of dentists in the U.S. That means they can receive affordable, quality dental care no matter where they are located.

+ 97.50% of your employees and their families go to a network dentist.
+ You and your employees saved $409,960.
+ You and your employees receive the industry's best discounts on care with Delta Dental's PPO Plus Premier™ network.

YOUR DENTAL EXPERT

You and your employees deserve to work with a company that is easy and flexible. That is what we are known for — we are the dental experts.

+ In-house dental expertise (including a dentist) provides science-based consultation on custom plan designs to make sure your employees get the coverage they need.
+ Best-in-class service backed by data and experience to provide you peace of mind.
+ Focus on prevention to improve your teams' overall health and wellness.

MOVING FORWARD TOGETHER

Delta Dental values our partnership as the dental carrier for City of Waterloo and we look forward to continuing this relationship.

Your employees are your most valuable asset, thank you for allowing us to help you protect them.

YOUR SAVINGS

$409,960

Your savings with Delta Dental

>>

28.64% or $58.18 PEPM*

Your discount with Delta Dental

$30.86

Claims paid PMPM**

YOUR DENTAL EXPERT

97.50%

of your employees go to a **network dentist.**

>>

100%

of **employees have access** to one Delta Dental dentist within 20 miles.

OUR EXPERIENCE



85 million members in U.S.



157,000 businesses



4 in 5 dentists are in the Delta Dental Network

60+ years of improving the health & smiles of our customers

* Per employee per month
** Per member per month

DELTA DENTAL®

Renewal Financial Exhibit
Self-Funded

City of Waterloo
Group Number: 32559
Network: Delta Dental PPO Plus Premier™
Contract Period: 7/1/26 to 6/30/27

Employee Enrollment	Current	Previous
Single	146	131
Family	436	452
Total	**582**	**583**

Your Savings

Claims Period: 1/1/25 to 12/31/25

Submitted Claims	Paid Claims
$1,431,360	$627,080

>>>

Delta Dental Savings: $409,960

Delta Dental Discount: 28.64 %

Projected Annual Expense

Monthly Amounts Per Employee

	Administrative Fee	Broker Fee
Current	$5.51	$0.00
Renewal	$5.66	$0.00

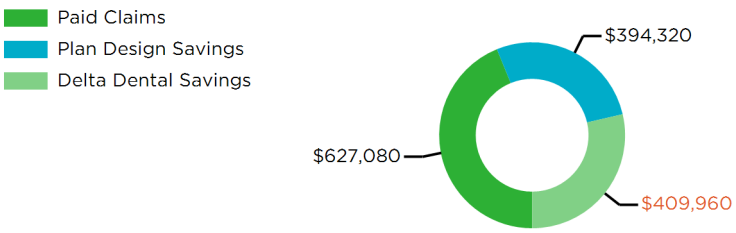
Annual Renewal Amounts*

Administrative Fee	$39,529
Broker Fee	$0
Projected Claims	$645,247
Projected Dental Expense	$684,776

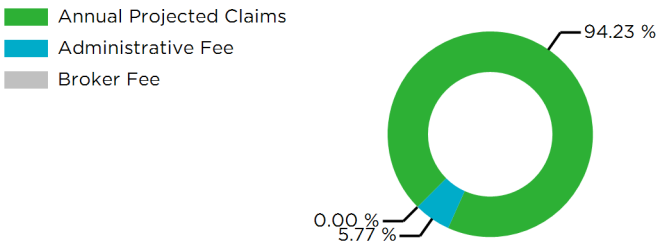
	Projected Claims	Suggested Rates	Employee Rates**	Contribution Amount
Single	$35.11	$37.26		
Family	$111.57	$118.41		

Delta Dental Advantage

Claims Period Savings



Projected Dental Expense: $684,776



Signature

I acknowledge acceptance of this renewal at the rates shown above. Please provide contribution amounts above.

Total Employees Eligible: _____

Name: _____

Email Address: _____

X _____ _____
Signature Date

* (Administrative Fee + Broker Fee + Projected Claims) x Current Enrollment x 12 months.
** List rates if different than suggested rates.

DELTA DENTAL®

City of Waterloo
Group Number: 32559
Benefits Effective: 7/1/2026 to 6/30/2027

SUMMARY OF COVERAGE	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Out-of-Network Dentist
Deductible			
Individual	$0*	$25*	$50*
Family	$0*	$75*	$150*
BENEFIT CATEGORIES	**Coinsurance paid by member**		
Diagnostic & Preventive Services routine check-ups, teeth cleaning, bitewing x-rays, full mouth x-rays, fluoride, sealants, space maintainers	0%	0%	30%
Routine & Restorative Services cavity repair, tooth extractions, general anesthesia/sedation, routine oral surgery, emergency treatment	15%	20%	40%
Posterior Composites tooth-colored filling on back teeth	15%	20%	40%
Endodontic Services root canals and therapy	50%	50%	60%
Periodontal Services non-surgical procedures, gum and bone diseases, surgical procedures, perio maintenance therapy	50%	50%	60%
High Cost Restorations repair crowns, crowns, recementing crowns	50%	50%	60%
Prosthetics bridges, dentures, repairs and adjustments	50%	50%	60%
Implants	50%	50%	60%
Corrective Orthodontia Benefit & Lifetime Maximum Child Only	50% coinsurance with Unlimited Maximum		

*Deductible is waived for diagnostic and preventive care.
Orthodontia benefits for eligible children to age 19 and full-time students eligible to age 19.
Percentages shown are what the member pays. Eligible children to age 26. Full-time (unmarried) students eligible to age 99.
The information on this page summarizes your benefits. This is a general description of your benefits. If you do not see a service listed, please see your benefits document for a full description of coverage.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving a Renewal Agreement with Wellmark Blue Cross Blue Shield for fees associated with administration, network access, and stop loss, and authorizing the Human Resource Director to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. WELLMARK 2026 Renewal Paperwork - City of Waterloo

Dear Valued Customer,

Thank you for selecting Wellmark Blue Cross and Blue Shield for your health care coverage. We are committed to providing solutions that improve the delivery of health care while keeping it affordable for employers and members. Below is a summary of the products you have selected through Wellmark, with coverage starting on 7/1/2026

Products:

Medical:	CITY OF WATERLOO PPO
Pharmacy:	Yes
Dental:	No
Wellbeing:	No
Stop loss:	YES ☒ NO ☐ Contract term: 96/12 Individual stop loss level: $100,000 Aggregate level information: 120%
COBRA:	Not Applicable
Terminal rider:	No
Other buy up options:	Yes Diabetes Prevention Diabetes Management

This document summarizes your Wellmark purchase. Please review and sign to acknowledge your agreement. If you have questions or need help, please contact your Wellmark representative. We are here to assist you.

Thank you again for your business and trust in Wellmark.

Sincerely,

Shay T Gutman

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ACCOUNT INFORMATION AND BINDER AGREEMENT

WATERLOO CITY OF	7/1/2026	00014392	0000XA025
Account Legal Name	Effective Date	Account Key	Group Number

Physical Address

715 MULBERRY ST
Address Line 1

Address Line 2

WATERLOO
City

IA
State

50703
Zip

Billing Address (if different than physical address)

☐ Alternate Location

☐ 3rd Party Billing Service *(If checked, account acknowledges the Wellmark Group Statement or premium invoice, delivered periodically to any third party service provider, can be viewed by account, by registering for electronic billing at Wellmark.com.)*

Address Line 1

Address Line 2

City

State

Zip

Authorized Health Plan Representatives

An authorized health plan representative is an employee of the **Account** (not the Producer) who is authorized to request and receive the minimum necessary protected health plan information about the group health plan's members in order to perform their day-to-day job functions of administering benefits for participants of the plan. The following individual employees are authorized health plan representatives.

7/1/2026
Effective Date

Name	Title	Email	Phone
Lance Dunn	HR Director	lance.dunn@waterloo-ia.org	3192914522 x3008

Authorized Health Plan Representatives (continued)

Name	Title	Email	Phone
Nikki Fischels	HR Specialist	nicole.fischels@waterloo-ia.org	3192914522 x3373

Producer Designation

No Consultant Designated

Account requests that Wellmark recognize the following individual and firm as the designated employee benefits and insurance producer.

Designation of Producer Effective Date

Primary Producer Name | Producer Firm Name | Producer Number

Producer Firm Address 1 | City | Zip

State

Primary Contact Name | Email | Phone

Authorization to Release Group Health Plan Information and Protected Health Information to Consultant

By signing below, the Employer hereby authorizes and directs Wellmark, Inc. to disclose to the above, designated Consultant certain group health plan information and Protected Health Information regarding participants in the employer-sponsored group health plan for the purpose of the Consultant's administration of the Employer's group health plan. The Employer authorizes Wellmark to disclose such information via secure online access through Wellmark's website, including the following website applications which contain information the Employer considers necessary to provide to the Consultant in order to conduct operations of the Employer's group health plan:

- Member Maintenance/Update Member Information
- Employer Reports
- Update Other Insurance Information/Coordination of Benefits
- Check Claims Status
- eBilling Services
- Eligibility Verification Benefits Information (EVBI)

☐ Yes, I authorize my Consultant to access this information.

Producer Designation (continued)

By signing below, the Employer authorizes Wellmark to provide the Consultant access to this information on an ongoing basis without further authorization. The Employer represents and agrees that 1) The Consultant is considered a Business Associate of the Employer, not Wellmark, Inc., 2) The information to be disclosed is considered confidential, 3) The Consultant has provided satisfactory assurance to the Employer that the Consultant will properly safeguard and not further disclose the information, 4) Wellmark shall not be liable or responsible for any misuse or wrongful disclosure of such information by the Employer or its Consultant, 5) The Employer agrees to indemnify and hold Wellmark harmless from and against any claim, cause of action, liability, damage, cost or expense, including attorney's fees and court or proceeding costs, arising out of, or in connection with, any misuse or wrongful disclosure of the information by the Employer, or its Consultant. The Employer acknowledges that the Consultant will be required to agree to Wellmark's website terms and conditions upon registering for access to such information.

☐ No, I do not authorize my Consultant to access this information.

Secondary Consultant

Secondary Consultant Name	Email Address	Phone

Authorization to Release Protected Health Information for Third-Party Explanation of Benefits

Not Applicable

General Account Information

Wellmark Account Manager	Rep ID#
Shay T Gutman	00000152

Contact Month	Renewal Month	Benefit Plan Year Month	Unique Alpha Prefix
February	July	January	CWW

Employer Plan Type

☐ ERISA - "Employee welfare benefit plan" as defined under ERISA (20 U.S.C. 1002(1)). A plan, fund, or program established or maintained by an employer or an employee organization for the purpose of providing participants, through purchase of insurance or otherwise, medical, surgical, or hospital care or benefits, or benefits in the event of sickness, accident, or disability, and which is not a "Church Plan", nor a non-federal government plan.

☐ Church Plan - A plan, as defined in 20 U.S.C. § 1002(33), established and maintained for its employees by a church or by a convention or association of churches which is exempt from tax under section 501 of Title 26.

☒ Non-Federal Government Plan - A plan established or maintained for its employees by the government of any state, political subdivision, or any agency or instrumentality thereof, including city, municipality, school district, water district, conservation district, Indian tribal government, or other similar government body, the participants of which are employees of such entity whose services are in the performance of governmental functions, not in the performance of commercial activities.

Is this Account a Multiple Employer Arrangement?

☒ NO, this Account is a single employer sponsoring a group health plan for its own employees.

General Account Information (continued)

☐ YES, this account is a plan sponsored by or on behalf of multiple employers who are NOT under common ownership/control.
If YES, select the type of Multiple Employer Arrangement:

- ☐ Association Health Plan
- ☐ Taft Hartley
- ☐ Voluntary Employee Beneficiary Association (VEBA)
- ☐ Iowa Code Chapter 28E or South Dakota Code 1-24 Joint Powers Agreement
- ☐ Professional Employer Organization (PEO)
- ☐ Other type of Multiple Employer Welfare Arrangement (MEWA): Specify:

AND
If YES, specify the name of Multiple Employer Arrangement:

NA
Form 5500 Plan Number

Wellmark **IS** the Exclusive Carrier

EDI; Paper
Enrollment Method

Open Enrollment Period*

**Enrollment Period is the period in which employees can enroll within a plan or plans, and/or when written application materials are provided to employees, if sooner.*

The account will hold an open enrollment: ☐ YES ☐ NO

If YES, fill in open enrollment period dates:

Starting date | Ending date

Funding Arrangement

☐ This self-funded account will be developing our own SBCs to distribute. (*If you modify or opt out of using the standard, Wellmark-provided SBCs, please be aware that Wellmark will not be able to retain or distribute your customized SBCs to your employees.*)

Self Funded	Wellmark	Actual Weekly Claims with Month-end Settlement
Funding Arrangement	Stop Loss Carrier	Self-Funded Payment Method

Terminal Rider applies: ☐ YES ☒ NO (If yes, Signed exhibit page attached.)

Value Based Program elected: ☐ YES ☒ NO

Stem Cell Procedure - Direct Contracting ☐ YES ☒ NO

NA
Carveout Rx Vendor

Product

☒ Health ☒ Pharmacy ☐ Dental

General Account Information (continued)

A group health plan may designate a state benchmark plan other than Iowa or South Dakota for purpose of determining compliance with essential health benefit (EHB) requirements.

Benchmark Exception for EHB? ☒ YES ☐ NO If yes, list State: Utah

Guarantees

See Attached Exhibit(s)

Not Applicable

Health Care Management Services

Self Funded

See Attached Rate Exhibit

Representation of Grandfathered Status under the Affordable Care Act

Not Applicable

Plan Year Designation

Your group health plan's designated plan year is significant for the implementation of ERISA, HIPAA, and ACA-provisions and guidelines. If no Plan Year Start Date is indicated, the plan year will default to the benefit year used under the plan, typically Jan. 1.

ACA Plan Year Month	Document Source*
July	

** Provide Document Source if Plan Year does not begin on the effective date of the annual renewal period.*

Common Credible Document Sources:

** 5500 Form (5500 Form must be filed for Health Plan)*

** 509 (a) Certificate filed by self-funded public bodies*

** Summary Plan Document (SPD) if Plan Year is defined*

** CMS Disclosure Form (if there is no contradictory Plan Year information within other Plan documents)*

COBRA

Not Applicable

This Large Group Account Information and Binder Agreement ("Binder Agreement") serves solely as evidence of Wellmark's agreement to provide the health insurance coverage or administrative services and to provide services for any applicable stop loss insurance coverage indicated above. The Account agrees to the terms and payment obligations stated herein and agrees to pay Wellmark the applicable rates, administrative fees, and/or stop loss premium stated in the attached documentation. Execution of the Binder Agreement by the Account authorizes Wellmark to implement the administration of this coverage including the processing and settlement of claims for members of the Account's group health plan incurred within the Rating Period stated in the attached Rating Exhibit. On or about the effective date of coverage, Wellmark shall issue and execute a definitive agreement which may be a Group Insurance Policy, Administrative Services Agreement and or Stop Loss Policy, depending on the nature of the group health plan. The definitive Agreement will set forth the rights and responsibilities of Wellmark and the Account. Account's payment to Wellmark of the applicable fees as of the effective date is evidence of Account's agreement to the terms specified in the definitive agreement.

Signatures on this Binder Agreement confirm that the Binder Agreement and the subsequent definitive agreement are issued for delivery in either Iowa or South Dakota, as applicable. Account understands and agrees that Wellmark defines a National Account as any company headquartered in Wellmark's service area of Iowa or South Dakota but which also has employees working at locations in other states whose claims are processed through the Blue Cross and Blue Shield Association's Blue Card program. If the Account is not headquartered in Wellmark's service area, coverage may be limited to employees associated with Account locations in Wellmark's service, and coverage will be void for any persons associated with Account locations outside Wellmark's Service Area unless express consent is obtained from the local Blue Cross or Blue Shield licensee.

Account acknowledges and agrees that it has reviewed and approved this Binder Agreement and all attachments. Account acknowledges Wellmark will rely on the information contained in this Binder Agreement, and all of the attachments hereto, including but not limited to the SBC Employer Data Form, Medicare Secondary Payer Addendum, Rate Exhibits, Health and Care Management rates, Online Benefit Summary (OBS), COBRA Agreements, representations of grandfathered status and any performance guarantee information. Account represents to Wellmark that the information contained herein is correct.

This Binder Agreement shall expire upon Wellmark's issuance and execution of the definitive agreement (either the Group Insurance Policy, or Administrative Services Agreement and Stop Loss Policy, if applicable), EXCEPT that any COBRA Agreements, Health and Care Management Programs/Services Rating Exhibit, will remain in effect and become a part of the definitive agreement. It is understood that the Wellmark may continue to rely on the designations of individuals and authorizations made herein until the Account withdraws such designations or authorizations or provides updated designations and authorizations. It is understood and agreed that the terms and conditions of the definitive agreement and benefits document(s) issued by Wellmark to the Account, and the terms and conditions of the definitive stop loss policy issued by stop loss carrier, if any, shall govern and control the terms stated in this Binder. Any inconsistency between this Binder Agreement, including attachments, and any subsequently issued definitive agreement(s) shall be construed in favor of the subsequently issued definitive agreement. This Binder Agreement shall be governed in accordance with Iowa Law.

ACCOUNT:

By (sign here)

Printed Name

Title

Date

For Internal Use Only

Renewal-No Benefit Change

Notes

Wellmark

Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

FOR ADMINISTRATIVE USE ONLY
New Group: Group # _____
Coverage Effective Date: _____/_____/_____

CONFIRMATION OF MSP ADDENDUM

ALL NEW AND RENEWAL GROUPS ARE REQUIRED TO SUBMIT A COMPLETED FORM. FAILURE TO SUBMIT A COMPLETED FORM WILL DELAY THE INITIAL ENROLLMENT OR RENEWAL PROCESS UNTIL THIS FORM IS SUBMITTED.

Part A - Employer Information

Please complete a separate confirmation form for each Employer Tax Identification Number you use to report employee earnings to the Internal Revenue Service (IRS). See the Medicare Secondary Payer Definitions page (M-1756) for more information on terms shown in italics.

Employer Tax Identification Number: 4 2 6 0 0 5 3 2 7

Group Number (Renewing Groups Only): 0000XA025-0002;0000XA025-0007;0000XA025-0008;+Various

Employer Name: WATERLOO CITY OF

Employer Address: 715 MULBERRY ST

City: WATERLOO State: IA Zip: 50703

Contact Person: Nikki Fischels

Telephone Number: 319-291-4522 x. 3373 E-mail Address (optional): nicole.fischels@waterloo-ia.org

1. Did your organization make contributions on behalf of any employee who was covered under a *collectively bargained Health and Welfare Fund* (i.e., union plan) during the previous calendar year? ☐ Yes ☐ No
2. Did you have 20 or more *employees* for 20 or more calendar weeks (this includes all full-time, *part-time,* intermittent, *leased* and/or seasonal employees, not just those eligible or enrolled employees) during the previous or current calendar year? If no, in the event you experience a change, you must notify Wellmark when this change occurs. ☐ Yes ☐ No
3. Did you have 100 or more *employees* during 50 percent of your business days (this includes all full-time, *part-time,* intermittent, *leased* and/or seasonal employees, not just those eligible or enrolled employees) during the previous calendar year? ☐ Yes ☐ No
4. Did your organization participate in a *multi* or *multiple employer group health plan* (more than one employer in group, i.e., Multiple Employer Welfare Association) during the previous calendar year? ☐ Yes ☐ No
   If yes, what is the name and address of the *multi* or *multiple employer plan?*
   Name: _____
   Address: _____
   City: _____ State: _____ Zip: _____
5. Was your organization part of a commonly owned or commonly controlled group of organizations during the previous calendar year? ☐ Yes ☐ No
   If yes, what is the name and address of the *commonly owned/controlled entity?*

Name: _____ Name: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

Part B - Employer Certification

I certify that the information provided is accurate and truthful. All information will be used to identify the *Medicare Secondary Payer* status of *Medicare*-enrolled *employees.*

_____ _____
Signature Date

Send completed MSP form based on following:			
IA & SD Large Groups (new or renewal)	IA & SD Small Groups (new or renewing with benefit changes)	IA Small Groups renewing with no benefit change - send this form to:	SD Small Groups renewing with no benefit change
Submit this completed MSP form with group's health plan new or renewal paperwork	Submit this completed MSP form with group's health plan new or renewal paperwork	Fax: (515) 376-9044 or Wellmark, Inc. PO Box 9232 – Mail Station 3W396 Des Moines, IA 50306-9232	Send this completed MSP form to: Wellmark, Inc. PO Box 5023 – Station 338 Sioux Falls, SD 57117-5023

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Rate Page – Self Funded

Account Name:	WATERLOO CITY OF	Effective Date:	07/01/2026 to 06/30/2027
Parent Group ID:	00014392	Funding Arrangement:	Self Funded
Status:	Renewal - Final		Actual Weekly

Package & Contract Information

Package Name	CITY OF WATERLOO PPO/CITY OF WATERLOO PPO RX
Plan ID – Med/Rx	29202-1 / 29201-1
Product – Med/Rx	Alliance Select / Blue Rx Complete
Minimum Value Evaluation	Meets

Plan Description

Medical Benefits:		**Rx Benefits:**	
Deductible	$500/$1,000 (IN)	Deductible	N/A
Coinsurance	20% (IN)	Coinsurance	N/A
OPM	$1,000/$2,000 (IN)	OPM	$5600/$11200 (IN)
Copay	$20/$40 (IN)	Copay	$15/$30/$50/$15/$30/$50 (IN)

Fixed Fees – PCPM

Fee Category			Renewal
Administrative Fees			$49.91
Pharmacy Benefit Manager Fees			$2.10
Network Access Fees			$8.60
Consultant Fees*			$0.00
	Level	Terms	
Individual Stop Loss Fees	$100,000	96/12	$423.90
Aggregate Stop Loss Fees	120%		$2.49
Total Fixed Fees			$487.00

Rate Information – PCPM

	Enrolled	Fixed Fees	Expected Claims	**Estimated Suggested Rates	Attachment Points	**Estimated Max Liability to Fund
Single	144	$230.42	$856.06	$1,086.48	$1,027.28	$1,257.71
Family	415	$576.05	$2,140.15	$2,716.20	$2,568.20	$3,144.28
	Annual:	$3,266,895	$12,137,219	$15,404,113	$14,564,776	$17,831,837

Employer Signature: _____ Date: _____

Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Rate Page – Self Funded

Account Name: WATERLOO CITY OF	Effective Date: 07/01/2026 to 06/30/2027
Parent Group ID: 00014392	Funding Arrangement: Self Funded
Status: Renewal - Final	Actual Weekly

Terms & Conditions

Plan rates shown are based on the total number of contracts at the time of rating = 559.

*Consultant Fees are fees charged by Account's benefits consultant pursuant to a services Agreement between Consultant and Account. They are not required to obtain Wellmark services. Consultant Fees are not Wellmark fees, but may be collected by Wellmark and passed to Consultant at the request of the Account, pursuant to a Consultant Fee Collection Agreement between Wellmark, Account, and Consultant. For questions about your Consultant Fees, please contact your benefits consultant.

**Actual results may vary. Also, rates provided include administrative costs based on the entire group population.

Plan information shown is an abbreviated summary, please refer to the benefit summary of the Plan IDs listed above for full details.

Terms of this proposal/renewal are strictly confidential.

Individual Stop Loss includes coverage for Health and Drug and is based on a lifetime maximum of unlimited.

Aggregate Stop Loss includes coverage for Health and Drug. The maximum Aggregate reimbursement is unlimited.

Employer or group health plan is solely responsible for establishing employee compensation and employee health plan contribution amounts. When Minimum Value Assessment does not meet requirements or cannot be certified, the employer or group health plan must offer an alternative plan option to its eligible employees which meets minimum value requirements. Failure to offer a plan option that meets minimum value may result in penalties under 26 U.S.C. §4980H of the Internal Revenue Code. The Employer or group health plan is solely responsible for any penalties arising from the failure to offer minimum essential coverage that meets both minimum value and affordability requirements. Wellmark makes no representations regarding plan affordability or the eligibility of employees or related individuals for premium tax credits under 26 C.F.R. § 1.36B-2.

The third party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. The recovery vendor's service fee is not more than 17% of the recovered amount, except that the service fee for recoveries under the recovery vendor's mass tort recovery program is not more than 20% of the recovered amount. These fees are subject to change. The final amount recovered as a result of the actions of the vendor (less the vendor's service fee) is credited to Account. Wellmark's agreement with the recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any recovery amount obtained by the vendor on behalf of the Account during such time period will be provided to Account without application of the vendor service fee.

CITY OF WATERLOO PPO

Plan: **0029202-01** | **Effective**: **2026-07-01T00:00:00** | **Parent ID**: **00014392**
Health | **Traditional** | **Traditional Single/Family - Split Copay**
PPO | **Alliance Select - Standard**
Self Funded | **Non Federal Governmental Plan**
Deductible: **Yes** | **OPM**: **Yes**

Cost Shares - In Network							
Cost Share Level	**Emergency Room**	**Independent Lab**	**Inpatient**	**Office - Non-Primary Care**	**Office - Primary Care Physician**	**Outpatient**	**Urgent Care**
Copay	n/a	n/a	n/a	$40	$20	n/a	$20
Coinsurance	20 %	20 %	20 %	n/a	n/a	20 %	n/a
Deductible - Single	$500	n/a	$500	n/a	n/a	$500	n/a
Deductible - Family	$1,000	n/a	$1,000	n/a	n/a	$1,000	n/a
Out of Pocket - Single	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Out of Pocket - Family	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000

Cost Shares - Out of Network							
Cost Share Level	**Emergency Room**	**Independent Lab**	**Inpatient**	**Office - Non-Primary Care**	**Office - Primary Care Physician**	**Outpatient**	**Urgent Care**
Coinsurance	20 %	40 %	40 %	40 %	40 %	40 %	40 %
Deductible - Single	$500	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Deductible - Family	$1,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Out of Pocket - Single	$1,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Out of Pocket - Family	$2,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000

Benefit Specific Office Cost Share - In Network						
Benefit Group	**Copay (PCP / NPCP)**	**Deductible - Single**	**Deductible - Family**	**Coinsurance**	**OPM - Single**	**OPM - Family**
Telehealth (Vendored)	$20/$20	n/a	n/a	n/a	$1,000	$2,000
Telehealth (Non Vendored)	$20/$40	n/a	n/a	n/a	$1,000	$2,000
Chiropractic	$20/$20	n/a	n/a	n/a	$1,000	$2,000
Physical Therapy	$20/$20	n/a	n/a	n/a	$1,000	$2,000
Occupational Therapy	$20/$20	n/a	n/a	n/a	$1,000	$2,000
Speech Therapy	$20/$20	n/a	n/a	n/a	$1,000	$2,000

Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Advantage Health Plan, Inc. and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

Benefit Specific Office Cost Share - In Network (Continued)						
Benefit Group	**Copay (PCP / NPCP)**	**Deductible - Single**	**Deductible - Family**	**Coinsurance**	**OPM - Single**	**OPM - Family**
Vision Exam - Routine	n/a	n/a	n/a	n/a	n/a	n/a

BENEFITS	
Benefit Group	**Benefit Description**
ABA Therapy	ABA Therapy is covered.
Accident Care	Accidental injury services are covered.
Bariatric Surgery	Bariatric surgery is covered.
BDC - Bariatric Surgery	Facility services for bariatric surgery are not limited to Blue Distinction Centers.
BDC - Cancer Care	Facility services for Cancer Care are not limited to Blue Distinction Centers.
BDC - Cardiac Care	Facility services for Cardiac Care are not limited to Blue Distinction Centers.
BDC - Fertility Care	Fertility care services are not covered - does not apply.
BDC - Knee and Hip Replacement	Facility services for knee and hip replacement are not limited to Blue Distinction Centers.
BDC - Spine Surgery	Facility services for spine surgery are not limited to Blue Distinction Centers.
BDC - Transplant	Facility services for transplant surgery are not limited to Blue Distinction Centers.
Chiropractic	Chiropractic services are covered.
Dental Accidental Injury	Dental treatment for accidental injury (excluding acts of chewing) is covered if initiated within 12 months of accident and completed within 24 months.
Facility Skilled Nursing - Facility	Facility based skilled nursing services are covered.
Hearing Aids	Hearing aids are covered limited to $1,000 every 36 months.
Hospice Respite	Hospice Respite care is covered to a lifetime maximum of 15 days inpatient and 15 days outpatient (limits are separate).
Independent Lab	Independent Lab is covered.
Infertility	Infertility benefits are not covered.
Specialty Medical Drugs	Most specialty drugs are covered under the Prescription Drug Program.
Surgical Removal of Impacted Teeth	Surgical removal of impacted teeth is covered inpatient with a concurrent medical condition. Outpatient services are covered without a concurrent medical condition.
Telehealth (Vendored)	Telehealth services (Vendored) are covered for medical and mental health/chemical dependency.
Temporomandibular Joint Disorder	Temporomandibular Joint Disorder treatment is covered, except for routine dental services, dental restorations/extractions, and orthodontic treatment.
Vision Exam - Routine	Routine vision exam (including refraction) is covered once per benefit period.

OTHER BENEFITS		
Benefit Group	**Benefit Description**	**Status**
Acupuncture	Acupuncture is covered.	Customized

Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Advantage Health Plan, Inc. and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

OTHER BENEFITS (Continued)		
Benefit Group	**Benefit Description**	**Status**
Lab Expansion	Preventive lab expansion includes PPO and Par glucose screening w/o A1C, general health panel, basic/comprehensive metabolic and lipids panel, PSA testing, thyroid testing and venipuncture. Services are covered when submitted with a routine physical dx.	Customized
Wigs	Wigs are covered with a diagnosis of cancer or alopecia without cost share and limited to $1000 per benefit period. Allow amount is based on billed charge.	Customized
Abortion - Elective	Elective abortions are not covered.	Alternative
BDC - Fertility Care	Fertility care services are not covered - does not apply.	Alternative
Diabetes Support Program	Diabetes Management and Prevention Programs are included - monthly invoice.	Alternative
Hearing Aids	Hearing aids are covered limited to $1,000 every 36 months.	Alternative
Hearing Exam - Routine	Routine hearing exams are covered once per benefit period.	Alternative
Infertility	Infertility benefits are not covered.	Alternative
Infertility Drugs	Infertility prescription drugs are not covered.	Alternative
Surgical Removal of Impacted Teeth	Surgical removal of impacted teeth is covered inpatient with a concurrent medical condition. Outpatient services are covered without a concurrent medical condition.	Alternative
Vision Exam - Routine	Routine vision exam (including refraction) is covered once per benefit period.	Alternative

FEATURES	
Feature Description	**Feature Trait Description**
Deductible aggregation between PPO and non-PPO	Tiered deductible amounts are aggregate (both ways) - PPO and Non-PPO deductibles apply to each other.
Deductible Embedded or non-Embedded	Member has benefits after single deductible met. Entire family has benefits after family or two-person deductible has been met.
Office visit coinsurance following copay	Coinsurance does not follow office visit copay.
Office visit copay applies to	Office visit copay applies to any office service.
Office visit copay applies to out of pocket maximum	Office visit copay applies to the out of pocket maximum and does not continue after the out of pocket maximum is met.
Office visit copay applies to services received from	Office visit copay applies to services received from PPO practitioners.
Office visit copay includes	Office visit copay includes telehealth services provided by a physician's office.

Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Advantage Health Plan, Inc. and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

FEATURES (Continued)	
Feature Description	**Feature Trait Description**
Office visit copay is taken	Office visit copay is taken per practitioner per date of service.
Office visit deductible following copay	Deductible does not follow office visit copay.
Out of Pocket Maximum aggregation between Health and Pharmacy	Out of Pocket Maximums do not aggregate both ways between Health and Pharmacy.
Out of Pocket Maximum aggregation between PPO and non-PPO	Tiered out of pocket maximum amounts are aggregate (both ways). PPO and non-PPO out of pocket amounts apply to each other.
Out of Pocket Maximum credit for Wellmark to Wellmark transfer	Out of Pocket Maximum credit for Wellmark to Wellmark transfer does not allow carryover from a previous employer group to this employer group.
Out of Pocket Maximum Embedded or non-Embedded	Member has benefits after single out of pocket maximum has been met. Entire family has benefits after family or two-person out of pocket maximum has been met.
Primary Care Practitioner Definition	Primary Care Practitioner (PCP) is defined as General Practice, Family Practice, Internal Medicine, Obstetrics/gynecology, Pediatricians, Nurse Practitioners, Certified Nurse Midwives, and Physician Assistants. All other providers are Non-PCP.
Prior commercial credit	Prior commercial credit is not applicable.
Prior commercial credit from	prior commercial credit not applicable.
Urgent care coinsurance following copay	Coinsurance does not follow urgent care copay.
Urgent care copay applies to	Urgent care copay applies to all urgent care services.
Urgent care copay applies to out of pocket maximum	Urgent care copay applies to the out of pocket maximum and does not continue after the out of pocket maximum is met.
Urgent Care copay applies to services received	Urgent care copay applies to services received from both facility and practitioner combined.
Urgent care copay applies to services received from	Urgent care copay applies to services received from PPO providers.
Urgent care copay is taken	Urgent care copay is taken once per provider per date of service.
Urgent care deductible following copay	Deductible does not follow urgent care copay.

OTHER FEATURES		
Feature Description	**Feature Trait Description**	**Status**
Deductible aggregation between PPO and non-PPO	Tiered deductible amounts are aggregate (both ways) - PPO and Non-PPO deductibles apply to each other.	Customized
Deductible credit for Wellmark to Wellmark transfer	Deductible credit for Wellmark to Wellmark transfer does not allow carryover from a previous employer group to this employer group.	Customized
Out of Pocket Maximum aggregation between PPO and non-PPO	Tiered out of pocket maximum amounts are aggregate (both ways). PPO and non-PPO out of pocket amounts apply to each other.	Customized
Deductible aggregation between Health and Pharmacy	Deductibles do not aggregate between Health and Pharmacy.	Alternative

Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Advantage Health Plan, Inc. and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

OTHER FEATURES (Continued)		
Feature Description	**Feature Trait Description**	**Status**
Out of Pocket Maximum aggregation between Health and Pharmacy	Out of Pocket Maximums do not aggregate both ways between Health and Pharmacy.	Alternative
Out of Pocket Maximum credit for Wellmark to Wellmark transfer	Out of Pocket Maximum credit for Wellmark to Wellmark transfer does not allow carryover from a previous employer group to this employer group.	Alternative
Telehealth vendor copay is taken	Telehealth vendor copay is taken once per provider per date of service.	Alternative

Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Advantage Health Plan, Inc. and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

CITY OF WATERLOO PPO RX

Plan: **0029201-01** | **Effective**: **2026-07-01T00:00:00** | **Parent ID**: **00014392**
Pharmacy | **Traditional Rx** | **Blue Rx Complete Single/Family (3 tier)**
CVS | **CVS Network - Non Standard**
Self Funded | **Non Federal Governmental Plan**
Deductible: **N/A** | **OPM**: **Yes**

Cost Shares - In Network							
Cost Share Level	**Pharmacy DME**	**Specialty - Biosimilar and Generic**	**Specialty - Non-Preferred**	**Specialty - Preferred**	**Tier 1**	**Tier 2**	**Tier 3**
Copay	n/a	$15	$50	$30	$15	$30	$50
Coinsurance	20 %	n/a	n/a	n/a	n/a	n/a	n/a
Out of Pocket - Single	$5,600	$5,600	$5,600	$5,600	$5,600	$5,600	$5,600
Out of Pocket - Family	$11,200	$11,200	$11,200	$11,200	$11,200	$11,200	$11,200

Cost Shares - Out of Network							
Cost Share Level	**Pharmacy DME**	**Specialty - Biosimilar and Generic**	**Specialty - Non-Preferred**	**Specialty - Preferred**	**Tier 1**	**Tier 2**	**Tier 3**
Copay	n/a	$15	$50	$30	$15	$30	$50
Coinsurance	40 %	n/a	n/a	n/a	n/a	n/a	n/a
Out of Pocket - Single	$5,600	$5,600	$5,600	$5,600	$5,600	$5,600	$5,600
Out of Pocket - Family	$11,200	$11,200	$11,200	$11,200	$11,200	$11,200	$11,200

BENEFITS	
Benefit Group	**Benefit Description**
Pharmacy - Erectile Dysfunction Drugs	Drugs for treatment of erectile dysfunction are covered.
Pharmacy - HSA Preventive Drug List	HSA Preventive Drug List does not apply.
Pharmacy - Specialty Drug Network	Specialty drugs must be obtained through the Iowa Any Willing Provider Specialty Pharmacy Network.
Pharmacy - Weight Reduction Drugs	Weight reduction drugs are not covered.

OTHER BENEFITS		
Benefit Group	**Benefit Description**	**Status**
Pharmacy - Out of Network	Prescription drugs covered when purchased through Participating and Non-Participating Pharmacies (IA).	Customized
Pharmacy - Durable Medical Equipment	Pharmacy durable medical equipment covered when purchased through Participating and Non-Participating Pharmacies.	Alternative

Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Advantage Health Plan, Inc. and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

FEATURES	
Feature Description	**Feature Trait Description**
Days Supply (per member cost share) is	Days Supply (per member cost share) is 30 days.
Mail order supply of drugs	Mail order 90-day supply of drugs available for 3 copayments OR coinsurance per 90-day supply.
Out of Pocket Maximum aggregation between Health and Pharmacy (RX)	Out of Pocket Maximums aggregate both ways between Health and Pharmacy (RX).
Out of Pocket Maximum credit for Wellmark to Wellmark transfer (RX)	Out of Pocket Maximum credit for Wellmark to Wellmark transfer does not allow carryover from a previous employer group to this employer group (RX).
Out of Pocket Maximum Embedded or non-Embedded (RX)	Member has benefits after single out of pocket maximum has been met. Entire family has benefits after family or two-person out of pocket maximum has been met (RX).
Pharmacy benefit period is	Pharmacy benefit period is calendar year.
Product Selection Penalty Rule	When a brand drug is obtained and there is an equivalent generic drug available, member is responsible for paying their lowest payment obligation for the equivalent generic and any remaining cost difference up to the max allowed unless DAW applies.
Retail and Mail Order Payment Application (per member cost-share)	Apply standard payment application.
Retail pharmacy supply of drugs	Retail pharmacy 90-day supply of drugs available for 3 copayments OR coinsurance per 90-day supply.
Specialty Drug Payment Application	Specialty drug payment application is per 30-day supply.

OTHER FEATURES		
Feature Description	**Feature Trait Description**	**Status**
Out of Pocket Maximum credit for Wellmark to Wellmark transfer (RX)	Out of Pocket Maximum credit for Wellmark to Wellmark transfer does not allow carryover from a previous employer group to this employer group (RX).	Alternative
Product Selection Penalty Rule	When a brand drug is obtained and there is an equivalent generic drug available, member is responsible for paying their lowest payment obligation for the equivalent generic and any remaining cost difference up to the max allowed unless DAW applies.	Alternative

Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Advantage Health Plan, Inc. and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution approving changes to the Employee Handbook Purchasing Policy for Expenditure Pre-Authorizations and Bidding or Quoting, effective May 19, 2026.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Purchasing Policy Updated May 4, 2026 - redlined
2. 3.15 Expenditure Pre-Authorization Purchasing Policy Red Lined

3. 3.16 Bidding or Quotation Policy Red Lined

PURCHASING POLICY

EXPENDITURE PRE-AUTHORIZATION POLICY

1. Departments shall submit Expenditure Pre-Authorization Request Forms to the Finance Committee of the City Council for any payment, purchase or expense amounting to $2,500 or more for review and authorization prior to any commitment or obligation for the expenditure on the part of the City of Waterloo.

2. A completed Expenditure Pre-Authorization Request Form shall be submitted to the Finance Committee and shall comply with the City's approved Line-Item Budget Control Policy.

   ~~2.~~a. Specifically for passenger vehicles, light, medium-duty, and heavy-duty trucks, passenger and cargo vans, and sport utility vehicles: Bids from Local Vendors are required to be included with the pre-authorization form, it cannot only be state bid or other cooperative purchasing contracts such as Sourcewell.

3. Requests for blanket pre-authorization may be made for a specified period of time or certain dollar amounts and will be considered for approval to cover high volume supplies, parts and materials that are consumed in large quantities continuously or in an emergency occurrence and which would not be expeditiously considered in an individual item review. Blanket pre-authorizations may also be requested for regular and recurring expenses such as services under contract. (For example, once the contract for supplying pool chemicals is approved, subsequent invoices for pool chemical purchases would not require pre- authorization for the duration of the contract.) A copy of the approved contract should be attached to the blanket pre-authorization request. As subsequent invoices are sent to the Finance Department for payment, a copy of the approved blanket pre-authorization should be attached to the payment voucher and invoice.

4. Expenditure Pre-Authorization Requests shall not be required for the following types of routine, recurring expenditures:

   a. Utilities, such as gas, electric and phone
   b. Insurance premiums and claims
   c. Fuel
   d. Publishing costs for official actions
   e. Waste management industrial chemical purchases

5. Expenditure Pre-Authorization Requests shall not be required for capital improvement projects that have been previously approved by the City Council.

6. Expenditure Pre-Authorization Requests shall not be required for items to vendors that are specifically approved in the budget as presented to the City Council. A copy of the approved budget spreadsheet should be attached to the payment voucher when it is provided to Finance Department for payment.

7. Expenditure Authorization Requests are required for emergency repairs. The form should be submitted to the Finance Committee with a notation included that the Chairperson of Finance Committee (or their designated replacement) and the Finance Department approved the emergency request.

BIDDING or QUOTATION POLICY

This policy is applicable to all bids for the purchase of goods, materials, supplies, equipment and services, except as regards "Public Improvement" (see Iowa Code § 26.2) that meet the threshold amounts set out in Iowa Code §§ 26.3 through 26.13. In those situations, that meet the threshold of Chapter 26, this policy shall not apply. In those situations, where the threshold of the project does not meet that set out in Chapter 26, this policy shall apply. In addition, this policy is applicable to all bids for the purchase of goods, materials, supplies, equipment and services except as regards buildings, roads, bridges and culvert projects, WHICH shall be governed by Iowa Code Chapters 26, and
314. The monetary value of a project should be based upon the responsible department head's reasonable estimate based on the best evidence available as to the cost of the project in order to determine which procedure will be followed. References in this Policy to provisions of the Iowa Code mean such chapter or section as currently in effect.

I. GENERAL PROCEDURES. This policy will apply to all purchases and construction projects, regardless of whether the project is a "public improvement" as set out in Iowa Code § 26.2. The procedure to be followed will be that set out in Iowa Code § 26, and Iowa Code § 384.103, with the additional provision that it will apply to all purchases. A contract for public improvement must be awarded to the lowest responsive, responsible bidder. However, contracts relating to public utilities or extensions or improvements thereof, as described in Iowa Code §§ 384.80 through 384.94, may be awarded by the city as it deems to be in the best interests of the city. Competitive bidding and quotations are not required for professional service contracts. Architectural, landscape architectural, or engineering design services procured for a public improvement are not subject to competitive bids and quotations.

1. **PROJECT OF $1,000 OR LESS:** When the estimated cost of a purchase or project is $1,000 or less, no bidding procedure is required. It is suggested that the department head or elected official will use their discretion in authorizing the project or purchase.

2. **PROJECTS OF $1,000.01 UP TO $50,999.99:** When the estimated cost of a purchase or project is between $1,000.01 up to $50,999.99, bidding or quotation procedures may be used in which requests for written bids or quotations are submitted to at least two prospective contactors unless the City Official or Department Head (or their designee) in charge of said bids or quotations states in writing that less than two prospective bidders are available. Other forms of verifiable price comparison may be substituted. Quoted prices should be documented in written form and included with the pre-authorization request when submitted to City Finance Committee for approval.
    a. Consideration should be given for purchasing goods or services from a locally owned business within the city which offers these goods or services if the cost and other considerations are relatively equal. This policy shall apply to purchases of $50,999.99 or less, excluding public improvement projects. This does apply to ALL vehicle purchases.

3. **PROJECTS OF $51,000 TO $100,000:** When the estimated total costs of a project are between the sum of $51,000 and $100,000, the City shall obtain

quotations for the work from at least two contractors regularly engaged in such work prior to letting a contract. Any applicable bids obtained by the State of Iowa should also be reviewed and considered. If the work can be performed by an employee or employees of the City, the City may file a quotation for the work to be performed in the same manner as a contractor. If no quotations are received after making a good faith effort to obtain quotations from at least two contractors regularly engaged in such work, the City may negotiate a contract with a contractor regularly engaged in such work. The City may also proceed, in lieu of competitive quotations, as if the total cost of the public improvement exceeds the competitive bid threshold of $100,000.

a. NOTE: Per Iowa Code § 314.1B the adjusted threshold for horizontal infrastructure is as follows: Per Iowa Code § 314.1B the adjusted threshold for vertical infrastructure is as follows: Competitive Bids are required for Horizontal Infrastructure of $89,000 and greater with a population size over 50,000 as of January 1, 2025~~5~~6.
    i. Horizontal projects are any publicly owned road, bridge or culvert.

4. **PROJECTS EXCEEDING $100,000:** When the estimated total cost of a public improvement project exceeds the sum of $100,000, the City shall submit requests for proposals and advertise for sealed bids by posting a notice to bidders as provided in Iowa Code § 26.3, except that notice to bidders may be published not less than thirteen (13) and not more than forty-five (45) days before the date for filing bids. See Iowa Code § 26.7.
    a. NOTE: Per Iowa Code § 314.1B the adjusted threshold for vertical infrastructure is as follows: Competitive Bids are required for Vertical Infrastructure of $206,000 and greater, and competitive quotes are required for vertical infrastructure of $114,000-$205,999.99 with a population of 50,000 or greater as of January 1, 2025~~5~~6.
        i. Vertical Infrastructure is essentially any public improvement that isn't a horizontal structure.

5. **PUBLIC HEARING:** When the estimated total cost of a prospective bid exceeds threshold listed in Iowa Code § 26.3 or the adjusted amounts listed in 314.1B, the City shall not enter into a contract until it has held a public hearing on the proposed plans, specifications, form of contract, and estimated costs, with notice as provided in Iowa Code § 362.3. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, contract, or estimated costs of the improvement. After hearing objections, the governing board shall, by resolution, enter its decision on the project. See Iowa Code § 26.12.

6. **PUBLIC IMPROVEMENT AND PERFORMANCE, MAINTENANCE, OR SECURITY BONDS:** In any project with an estimated value of $25,000 or more, involving a "public improvement," meaning any building or construction work, the City shall require a security bond in a minimum amount of five percent (5%) with each bid. Bonds are to be paid by cash or by an insurance carrier recognized and approved by the State of Iowa or approved by the City. See Iowa Code § 26.8 and Iowa Code Chapter 573. NOTE: Bid security is not required for the purchase of vehicles.

7. **NOTICE TO BIDDERS:** Notice to bidders shall be as set out in Iowa Code § 26.7. Bids will be solicited from local vendors whenever possible. Local bid solicitation must be completed for bids on passenger vehicles, light, medium-duty, and heavy-duty trucks, passenger and cargo vans, and sport utility vehicles. Vendors should submit a letter requesting they be included on the city's vendors list and said letter should include name of business, address, telephone number and type of product/merchandise for which they wish to make a bid/quote.

8. **GENERAL SERVICES CONTRACTS:** When the City wishes to purchase an item that has been bid by the State of Iowa, Department of Administrative Services, under the provisions of Iowa Code § 8A.311, the City, after hearing, may forego any other bidding and accept the terms of the contract entered into by the State with the respective bidder. However, for the purchase of passenger vehicles, light, medium-duty, and heavy-duty trucks, passenger and cargo vans, and sport utility vehicles, local bids will be required in addition to State Awarded contract option.

9. **COMPETITIVE BIDDING NOT REQUIRED FOR PROFESSIONAL SERVICE CONTRACTS:** Although bidding is preferred when obtaining professional services, this Policy does not require it. Professional services may turn on subjective elements that are not susceptible to formulation in the bidding process.

10. **EMERGENCY REPAIRS:** When emergency repair or replacement is necessary and the delay of advertising and a public letting might cause serious loss or injury to the City, the City shall by resolution make a finding of the necessity to institute emergency proceedings under Iowa Code § 384.103 and shall procure a certificate from a competent registered professional engineer, architect, or professional or expert in the field affected by the emergency certifying that emergency repairs are necessary.

Amended, restated, and Approved by City Council on May XX, 2026 ~~April 17, 2023~~. (Previously approved by the City Council April 17, 2023 and March 25, 2002)

3:16 Bidding or Quotation Policy

This policy is applicable to all bids for the purchase of goods, materials, supplies, equipment and services, except as regards "Public Improvement" (see Iowa Code § 26.2) that meet the threshold amounts set out in Iowa Code §§ 26.3 through 26.13. In those situations, that meet the threshold of Chapter 26, this policy shall not apply. In those situations, where the threshold of the project does not meet that set out in Chapter 26, this policy shall apply. In addition, this policy is applicable to all bids for the purchase of goods, materials, supplies, equipment and services except as regards buildings, roads, bridges and culvert projects, WHICH shall be governed by Iowa Code Chapters 26, and
314. The monetary value of a project should be based upon the responsible department head's reasonable estimate based on the best evidence available as to the cost of the project in order to determine which procedure will be followed. References in this Policy to provisions of the Iowa Code mean such chapter or section as currently in effect.

I. GENERAL PROCEDURES. This policy will apply to all purchases and construction projects, regardless of whether the project is a "public improvement" as set out in Iowa Code § 26.2. The procedure to be followed will be that set out in Iowa Code § 26, and Iowa Code § 384.103, with the additional provision that it will apply to all purchases. A contract for public improvement must be awarded to the lowest responsive, responsible bidder. However, contracts relating to public utilities or extensions or improvements thereof, as described in Iowa Code §§ 384.80 through 384.94, may be awarded by the city as it deems to be in the best interests of the city. Competitive bidding and quotations are not required for professional service contracts. Architectural, landscape architectural, or engineering design services procured for a public improvement are not subject to competitive bids and quotations.

1. **PROJECT OF $1,000 OR LESS:** When the estimated cost of a purchase or project is $1,000 or less, no bidding procedure is required. It is suggested that the department head or elected official will use their discretion in authorizing the project or purchase.

2. **PROJECTS OF $1,000.01 UP TO $50,999.99:** When the estimated cost of a purchase or project is between $1,000.01 up to $50,999.99, bidding or quotation procedures may be used in which requests for written bids or quotations are submitted to at least two prospective contactors unless the City Official or Department Head (or their designee) in charge of said bids or quotations states in writing that less than two prospective bidders are available. Other forms of verifiable price comparison may be substituted. Quoted prices should be documented in written form and included with the pre-authorization request when submitted to City Finance Committee for approval.

a. Consideration should be given for purchasing goods or services from a locally owned business within the city which offers these goods or services if the cost and other considerations are relatively equal. This policy shall apply to purchases of $50,999.99 or less, excluding public improvement projects. This does apply to ALL vehicle purchases.

3. **PROJECTS OF $51,000 TO $100,000:** When the estimated total costs of a project are between the sum of $51,000 and $100,000, the City shall obtain quotations for the work from at least two contractors regularly engaged in such work prior to letting a contract. Any applicable bids obtained by the State of Iowa should also be reviewed and considered. If the work can be performed by an employee or employees of the City, the City may file a quotation for the work to be performed in the same manner as a contractor. If no quotations are received after making good faith effort to obtain quotations from at least two contractors regularly engaged in such work, the City may negotiate a contract with a contractor regularly engaged in such work. The City may also proceed, in lieu of competitive quotations, as if the total cost of the public improvement exceeds the competitive bid threshold of $100,000.
    a. NOTE: Per Iowa Code § 314.1B the adjusted threshold for horizontal infrastructure is as follows: Per Iowa Code § 314.1B the adjusted threshold for vertical infrastructure is as follows: Competitive Bids are required for Horizontal Infrastructure of $93,000 and greater with a population size over 50,000 as of January 1, 2023.
        i. Horizontal projects are any publicly owned road, bridge or culvert.

4. **PROJECTS EXCEEDING $100,000:** When the estimated total cost of a public improvement project exceeds the sum of $100,000, the City shall submit requests for proposals and advertise for sealed bids by posting a notice to bidders as provided in Iowa Code § 26.3, except that notice to bidders may be published not less than thirteen (13) and not more than forty-five (45) days before the date for filing bids. See Iowa Code § 26.7.
    a. NOTE: Per Iowa Code § 314.1B the adjusted threshold for vertical infrastructure is as follows: Competitive Bids are required for Vertical Infrastructure of $196,000 and greater and competitive quotes are required for vertical infrastructure of $109,000-$195,999.99 with a population of 50,000 or greater as of January 1, 2023.
        i. Vertical Infrastructure is defined in 761 Iowa Administrative Code Chapter 180.

5. **PUBLIC HEARING:** When the estimated total cost of a prospective bid exceeds threshold listed in Iowa Code § 26.3 or the adjusted amounts listed in 314.1B, the City shall not enter into a contract until it has held a public hearing on the proposed plans, specifications, form of contract, and estimated costs, with notice as provided in Iowa Code § 362.3. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, contract, or estimated costs of the improvement. After hearing objections, the

governing board shall by resolution enter its decision on the project. See Iowa Code § 26.12.

6. PUBLIC IMPROVEMENT AND PERFORMANCE, MAINTENANCE, OR **SECURITY BONDS:** In any project with an estimated value of $25,000 or more, involving a "public improvement," meaning any building or construction work, the City shall require a security bond in a minimum amount of five percent (5%) with each bid. Bonds are to be by cash or by an insurance carrier recognized and approved by the State of Iowa or approved by the City. See Iowa Code § 26.8, and Iowa Code Chapter 573. NOTE: Bid security is not required for the purchase of vehicles.

7. **NOTICE TO BIDDERS:** Notice to bidders shall be as set out in Iowa Code §26.7. Bids will be solicited from local vendors whenever possible. Local bid solicitation must be completed for bids on passenger vehicles, light, medium-duty, and heavy-duty trucks, passenger and cargo vans, and sport utility vehicles. Vendors should submit a letter requesting they be included on the city's vendors list and said letter should include name of business, address, telephone number and type of product/merchandise for which they wish to make a bid/quote.

8. **GENERAL SERVICES CONTRACTS:** When the City wishes to purchase an item that has been bid by the State of Iowa, Department of Administrative Services, under the provisions of Iowa Code § 8A.311, the City, after hearing, may forego any other bidding and accept the terms of the contract entered into by the State with the respective bidder. However, for the purchase of passenger vehicles, light, medium-duty, and heavy-duty trucks, passenger and cargo vans, and sport utility vehicles, local bids will be required in addition to State Awarded contract option.

9. COMPETITIVE BIDDING NOT REQUIRED FOR PROFESSIONAL**SERVICE CONTRACTS:** Although bidding is preferred when obtaining professional services, this Policy does not require it. Professional services may turn on subjective elements that are not susceptible to formulation in the bidding process.

10. **EMERGENCY REPAIRS:** When emergency repair or replacement is necessary and the delay of advertising and a public letting might cause serious loss or injury to the City, the City shall by resolution make a finding of the necessity to institute emergency proceedings under Iowa Code § 384.103 and shall procure a certificate from a competent registered professional engineer, architect, or professional or expert in the field affected by the emergency certifying that emergency repairs are necessary.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution directing the advertisement for sale of $10,300,000.00* (Subject to adjustment per terms of offering) General Obligation Bonds, Series 2026B, and approving electronic bidding procedures and distribution of preliminary official statement.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Waterloo (181) - Advertisement Proceedings 2026B GO Bonds

2. Waterloo (181) - Hearing Proceedings 2026B GO Bonds (New Authority)
3. Waterloo (181 183) - PDF Combined Hearing and Advertisement Letter of Instruction 2026B GO Bonds 2026C Taxable GO Bonds

ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON MAY 18, 2026

CITY OF WATERLOO, IOWA

$10,300,000* (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2026B

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Distribution of Preliminary Official Statement.

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

May 18, 2026

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 Dave Boesen, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF $10,300,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2026B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF $10,300,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2026B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities; the construction, reconstruction, and repair of sidewalks and pedestrian underpasses and overpasses, and the acquisition of real estate needed for such purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, reconstruction, extension and improvement of works and facilities useful for the collection, treatment, and disposal of sewage, surface waters and streams; the acquisition of peace officer communication equipment and other emergency services communication equipment and systems; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance and for the establishment or funding of programs to provide for or assist in providing for the acquisition, restoration, or demolition of housing; the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and

facilities management; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; the equipping of fire, police and street departments; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction and improvement of levees, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of Not to Exceed $4,000,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the construction, reconstruction, improvement, renovation, and equipping of downtown parking ramps and garages; the equipping of city utilities, public improvements and city buildings, including the acquisition of vehicles, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of Not to Exceed $969,149 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the construction, reconstruction, enlargement, improvement and equipping of city hall, recreational buildings, fire stations, police stations, downtown parking ramps, libraries and other public buildings, including security and technology upgrades; the construction, reconstruction, improvement, renovation and equipping of public works garages and facilities, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of Not to Exceed $969,149 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the construction, reconstruction, enlargement, improvement and equipping of recreational buildings, recreational grounds, golf courses, parks and public buildings, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of Not to Exceed $969,149 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities; the construction, reconstruction, and repair of sidewalks and pedestrian underpasses and overpasses, and the acquisition of real estate needed for such purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, reconstruction, extension and improvement of works and facilities useful for the collection, treatment, and disposal of sewage, surface waters and streams, including infrastructure improvements at the South Waterloo Business Park, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of Not to Exceed $6,000,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of $10,300,000* (Subject to Adjustment per Terms of Offering) General Obligation Bonds as hereinafter set forth; and

WHEREAS, in conjunction with its Municipal Advisor, Speer Financial, Inc., the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet

bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the SpeerAuction Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Bonds, Series 2026B, of City of Waterloo, State of Iowa, in the amount of $10,300,000* (Subject to Adjustment per Terms of Offering), to be issued as referred to in the preamble of this Resolution, to be dated June 29, 2026, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel, disclosure counsel, and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Waterloo Courier", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 2nd day of June, 2026, at _____ _____.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:30 A.M. on said date. The notice shall be in substantially the following form:

(To be published between May 19, 2026 and May 28, 2026)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Waterloo, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 715 Mulberry Street, Waterloo, Iowa (the "Issuer") before the times set forth below, on the 2nd day of June, 2026. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the Terms of Offering.

The Bonds: The Bonds ("Bonds") to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2026B, in the amount of $10,300,000*, to be dated June 29, 2026 (the "Bonds"). Bids to be received before 10:30 A.M.

TAXABLE GENERAL OBLIGATION BONDS, SERIES 2026C, in the amount of $1,700,000*, to be dated June 29, 2026. Bids to be received before 11:00 A.M.

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 715 Mulberry Street, Waterloo, Iowa.

- Electronic Internet Bidding: Electronic internet bids will be received by the City Clerk at City Hall, 715 Mulberry Street, Waterloo, Iowa. The bids must be submitted through the SPEERAUCTION competitive bidding system.

- Electronic Facsimile Bidding: Electronic facsimile bids will be received by the City Clerk at City Hall, 715 Mulberry Street, Waterloo, Iowa (facsimile number: (319) 291-4571) or the City's Municipal Advisor, Speer Financial, Inc., Waterloo, Iowa (facsimile number: (319) 291-8628). Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa at a meeting of the City Council on the above date at _____ _____.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 715 Mulberry Street, Waterloo, Iowa or the Issuer's Municipal Advisor, Speer Financial, Inc., 531 Commercial Street, Waterloo, Iowa, 50703, Telephone: (319) 291-2077.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Waterloo, State of Iowa.

_____

Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(End of Notice)

PASSED AND APPROVED this 18th day of May, 2026.

_____
Dave Boesen, Mayor

ATTEST:

_____
Kelley Felchle, 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 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 meeting 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 _____, 2026.

_____
Kelley Felchle, 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 BOND SALE
($10,300,000* (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2026B)

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:

_____, 2026.

WITNESS my official signature this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(SEAL)

4899-6060-0488-1\11310-181

ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON MAY 18, 2026

CITY OF WATERLOO, IOWA

Not to Exceed $6,000,000 General Obligation Bonds (ECP)

- Public hearing on the issuance.
- Resolution instituting proceedings to take additional action.

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

May 18, 2026

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 Dave Boesen, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed $6,000,000 General Obligation Bonds, in order to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities; the construction, reconstruction, and repair of sidewalks and pedestrian underpasses and overpasses, and the acquisition of real estate needed for such purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, reconstruction, extension and improvement of works and facilities useful for the collection, treatment, and disposal of sewage, surface waters and streams, including infrastructure improvements at the South Waterloo Business Park, for essential corporate purposes, and that notice of the proposal to issue the Bonds had been published as provided by Section 384.25 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Bonds. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Bonds and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the issuance of the Bonds to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $6,000,000 GENERAL OBLIGATION BONDS", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ _____.M. on the _____ day of _____, 2026, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $6,000,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed $6,000,000 General Obligation Bonds, for the essential corporate purposes, in order to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities; the construction, reconstruction, and repair of sidewalks and pedestrian underpasses and overpasses, and the acquisition of real estate needed for such purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, reconstruction, extension and improvement of works and facilities useful for the collection, treatment, and disposal of sewage, surface waters and streams, including infrastructure improvements at the South Waterloo Business Park, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $6,000,000 General Obligation Bonds, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 18th day of May, 2026.

_____
Dave Boesen, Mayor

ATTEST:

_____
Kelley Felchle, 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 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 meeting 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 _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(SEAL)

4906-4761-4376-1\11310-181

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 S.B. Cooper
515.246.0330
kcooper@ahlerslaw.com

May 6, 2026

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703
kelley.felchle@waterloo-ia.org

Re: Waterloo, Iowa - General Obligation Bonds

Dear Kelley:

Enclosed are proceedings for the day of the remaining public hearing on the issuance of the above-mentioned Bonds, as well as proceedings to advertise the Bonds for sale (**May 18, 2026**).

The hearing proceedings begin with the opening of the public hearings and the receipt of any oral or written objections from any resident or property owner. If any objections are received, please attach a summary of those objections to the proceedings. After the public hearings, if the Council decides not to abandon the proposal to issue the Bonds, the enclosed resolutions taking additional action on the issuance should be adopted.

Publication Requirement--Notice of Bond Sale.

The Clerk has been authorized to select a date for sale and to publish the Notice of Bond Sale, form of which is enclosed. Based on the schedule received, we understand the sale will occur on June 2, 2026. For convenience a combined Notice of Bond Sale covering both series has been provided and must be published **between May 19, 2026 and May 28, 2026**. The combined notice need only be published once to cover both sales.

The Notice of Sale includes language to permit the use of electronic bidding. You should have Speer Financial's recommendation that electronic bidding procedures be utilized for this Bond sale. Based upon this recommendation, the Iowa Code requires that the Council make a finding that the recommended procedure will provide reasonable security and maintain the integrity of the competitive bidding process and facilitate the delivery of bids by interested parties under the circumstances of the particular sale. The proceedings enclosed are prepared on the basis that the Council will agree with the recommendation and make the necessary findings.

This Resolution also approves the Official Statement and authorizes its distribution. Speer Financial prepared a draft of the preliminary Official Statement for the City. Please make sure council and other officials have reviewed the POS prior to approval.

Preparation of the Official Statement is subject to Federal Securities Law regulation. Please be certain that any facts and representations contained in the Official Statement are accurate in all material respects and not omitting any information material to the City's financial conditions, to and including the date of the delivery of the Bonds.

Please return electronic scans at your convenience. In the near future, we will send proceedings for the receipt of bids and award of sale. Please let me know if you have any questions.

Very truly yours,

AHLERS & COONEY, P.C.



Kristin Cooper
FOR THE FIRM

KBC:seb
Enclosures (via email)
cc: LeAnn Even, Deputy City Clerk, City of Waterloo, leann.even@waterloo-ia.org
Bridgett Wood, Finance Director, City of Waterloo, Bridgett.Wood@waterloo-ia.org
Kim Bahr, Financial Analyst, City of Waterloo, kim.bahr@waterloo-ia.org
Randy Bennett, Public Works Director, City of Waterloo randy.bennett@waterloo-ia.org
Nancy Higby, Administrative Secretary, City of Waterloo, Nancy.Higby@waterloo-ia.org
Noel Anderson, Planning & Zoning Director, City of Waterloo, noel.anderson@waterloo-ia.org
Maggie Burger, Speer Financial, mburger@speerfinancial.com
Charlotte Nielsen, Speer Financial, cnielsen@speerfinancial.com

4917-6434-8584-1\11310-181

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

Resolution directing the advertisement for sale of $1,700,000.00* (Subject to adjustment per terms of offering) Taxable General Obligation Bonds, Series 2026C, and approving electronic bidding procedures and distribution of preliminary official statement.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Waterloo (181 183) - PDF Combined Hearing and Advertisement Letter of Instruction 2026B

GO Bonds 2026C Taxable GO Bonds
2. Waterloo (183) - Advertisement Proceedings 2026C Taxable GO Bonds
3. Waterloo (181) - Combined Notice of Bond Sale 2026B GO Bonds 2026C Taxable GO Bonds

Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
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Fax: 515-243-2149
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May 6, 2026

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703
kelley.felchle@waterloo-ia.org

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Please return electronic scans at your convenience. In the near future, we will send proceedings for the receipt of bids and award of sale. Please let me know if you have any questions.

Very truly yours,

AHLERS & COONEY, P.C.



Kristin Cooper
FOR THE FIRM

KBC:seb
Enclosures (via email)
cc: LeAnn Even, Deputy City Clerk, City of Waterloo, leann.even@waterloo-ia.org
Bridgett Wood, Finance Director, City of Waterloo, Bridgett.Wood@waterloo-ia.org
Kim Bahr, Financial Analyst, City of Waterloo, kim.bahr@waterloo-ia.org
Randy Bennett, Public Works Director, City of Waterloo randy.bennett@waterloo-ia.org
Nancy Higby, Administrative Secretary, City of Waterloo, Nancy.Higby@waterloo-ia.org
Noel Anderson, Planning & Zoning Director, City of Waterloo, noel.anderson@waterloo-ia.org
Maggie Burger, Speer Financial, mburger@speerfinancial.com
Charlotte Nielsen, Speer Financial, cnielsen@speerfinancial.com

4917-6434-8584-1\11310-181

ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON MAY 18, 2026

CITY OF WATERLOO, IOWA

$1,700,000* (Subject to Adjustment per Terms of Offering) Taxable General Obligation Bonds, Series 2026C

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Distribution of Preliminary Official Statement.

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

May 18, 2026

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 Dave Boesen, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF $1,700,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION BONDS, SERIES 2026C, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF $1,700,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION BONDS, SERIES 2026C, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance and for the establishment or funding of programs to provide for or assist in providing for the acquisition, restoration, or demolition of housing, essential corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Bonds, to the amount of Not to Exceed $4,000,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the construction, reconstruction, improvement, renovation, and equipping of downtown parking ramps and garages, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Bonds, to the amount of Not to Exceed $969,149 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the construction, reconstruction, enlargement, improvement and equipping of recreational buildings, recreational grounds, golf courses, parks and public buildings, including for Young Arena, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Bonds, to the amount of Not to Exceed $969,149 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of $1,700,000* (Subject to Adjustment per Terms of Offering) General Obligation Bonds as hereinafter set forth; and

WHEREAS, in conjunction with its Municipal Advisor, Speer Financial, Inc., the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the SpeerAuction Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the

integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That Taxable General Obligation Bonds, Series 2026C, of City of Waterloo, State of Iowa, in the amount of $1,700,000* (Subject to Adjustment per Terms of Offering), to be issued as referred to in the preamble of this Resolution, to be dated June 29, 2026, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel, disclosure counsel, and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Waterloo Courier", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 2nd day of June, 2026, at _____ _____.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 11:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published between May 19, 2026 and May 28, 2026)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Waterloo, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 715 Mulberry Street, Waterloo, Iowa (the "Issuer") before the time set forth below, on the 2nd day of June, 2026. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the Terms of Offering.

The Bonds: The Bonds ("Bonds") to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2026B, in the amount of $10,300,000*, to be dated June 29, 2026 (the "Bonds"). Bids to be received before 10:30 A.M.

TAXABLE GENERAL OBLIGATION BONDS, SERIES 2026C, in the amount of $1,700,000*, to be dated June 29, 2026. Bids to be received before 11:00 A.M.

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 715 Mulberry Street, Waterloo, Iowa.

- Electronic Internet Bidding: Electronic internet bids will be received by the City Clerk at City Hall, 715 Mulberry Street, Waterloo, Iowa. The bids must be submitted through the SPEERAUCTION competitive bidding system.

- Electronic Facsimile Bidding: Electronic facsimile bids will be received by the City Clerk at City Hall, 715 Mulberry Street, Waterloo, Iowa (facsimile number: (319) 291-4571) or the City's Municipal Advisor, Speer Financial, Inc., Waterloo, Iowa (facsimile number: (319) 291-8628). Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa at a meeting of the City Council on the above date at _____ _____.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 715 Mulberry Street, Waterloo, Iowa or the Issuer's Municipal Advisor, Speer Financial, Inc., 531 Commercial Street, Waterloo, Iowa, 50703, Telephone: (319) 291-2077.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Waterloo, State of Iowa.

_____

Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(End of Notice)

PASSED AND APPROVED this 18th day of May, 2026.

_____
Dave Boesen, Mayor

ATTEST:

_____
Kelley Felchle, 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 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 meeting 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 _____, 2026.

_____
Kelley Felchle, 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 BOND SALE
($1,700,000* (Subject to Adjustment per Terms of Offering) Taxable General Obligation Bonds, Series 2026C)

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:

_____, 2026.

WITNESS my official signature this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(SEAL)

4928-8029-9944-1\11310-183

(To be published between May 19, 2026 and May 28, 2026)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Waterloo, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 715 Mulberry Street, Waterloo, Iowa (the "Issuer") before the times set forth below, on the 2nd day of June, 2026. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the Terms of Offering.

The Bonds: The Bonds ("Bonds") to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2026B, in the amount of $10,300,000*, to be dated June 29, 2026 (the "Bonds"). Bids to be received before 10:30 A.M.

TAXABLE GENERAL OBLIGATION BONDS, SERIES 2026C, in the amount of $1,700,000*, to be dated June 29, 2026. Bids to be received before 11:00 A.M.

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 715 Mulberry Street, Waterloo, Iowa.

- Electronic Internet Bidding: Electronic internet bids will be received by the City Clerk at City Hall, 715 Mulberry Street, Waterloo, Iowa. The bids must be submitted through the SPEERAUCTION competitive bidding system.

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Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa at a meeting of the City Council on the above date at _____ _____.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 715 Mulberry Street, Waterloo, Iowa or the Issuer's Municipal Advisor, Speer Financial, Inc., 531 Commercial Street, Waterloo, Iowa, 50703, Telephone: (319) 291-2077.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Waterloo, State of Iowa.

Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(End of Notice)

4918-0747-2297-1\11310-181

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

May 18, 2026

AGENDA ITEM TITLE

An ordinance amending Title 8, Public Utilities, Chapter 3, Sewer Regulations, Article A, User Charges and Fees of Section 2, Determination of Rates and Charges, to Increase Sewer Rates.

RECOMMENDED COUNCIL ACTION

I recommend that the Council adopt an ordinance change to City Ordinances, Chapter 3, Sewer Regulations, Section 8-3A-2 to apply the following, effective with billing dates beginning July 1, 2026:

A2. Users who have their own private wells shall pay a minimum sixty nine dollars seventy six cents ($69.76) per quarter, unless required to properly meter wastewater flows by the Superintendent.

A6. The following sewer rental charge:

Minimum monthly charge[1]	$23.25 (includes first 3 CCF)
Minimum quarterly charge[2]	$69.76 (includes first 9 CCF)
Per CCF over minimum monthly charge[3]	$3.73

Notes:
1. Includes first 3 Ccf.
2. Includes first 9 Ccf.
3. Ccf = 100 cubic feet of metered water used or metered wastewater discharge if provided in the permit.

A7. Sewer users with flow exceeding eight hundred million (800,000,000) gallons per year are

eligible for the following rates:

Minimum monthly charge	$23.25 (includes first Ccf)
Per Ccf over minimum monthly charge	$2.984

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The average residential user cost will rise by $1.99 per month, while the minimum quarterly charge will rise by $3.32.

These rates will be the 9th or 10th lowest of the largest ten communities ranked by population after applying these increases (and assuming other entities haven't adopted rate increases recently).

As we have discussed in the past, the City needs to continue making substantial capital improvements to the sewer system. To maintain a balanced budget for the sewer fund, rate increases are required. The City developed a collection system master plan to implement improvements required by the consent decree. Since that was implemented, we have been released from the consent decree but need to make sure we are continually making improvements or repairs to our sewer infrastructure. There are a few large projects coming up in the next fiscal year that include updates at the Lagoon and updates to lift stations around Waterloo. This increase should fund the debt service needed for projects currently planned to be financed over the next fiscal year. We are anticipating annual increases for the next several years to implement the necessary improvements.

NEIGHBORHOOD IMPACT

The rate increases will allow the city to comply with Clean Water regulations and maintain a balanced sewer budget.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

If rates aren't increased and the improvements required by the US Environmental Protection Agency and the Iowa Department of Natural Resources are not made, the City won't be able to comply with the regulatory requirements and will likely be penalized with fines.

LEGAL DESCRIPTION

ATTACHMENTS

1. Ordinance - Title 8, Chapter 3, Article A, Section 2 - Sewer Rates - Redlined

ARTICLE A. USER CHARGES AND FEES

SECTION:

8-3A-1: Wastewater Volume

8-3A-2: Determination Of Rates And Charges

8-3A-3: Charges And Fees

8-3A-4: Connection Charges

8-3A-4-1: Building Sewer Connection Charges; Determination

8-3A-4-2: Cross And Lateral Sewer Connection Charges

8-3A-4-3: Use Of Sewer Connection Charges

8-3A-4-4: Permitted Connections

8-3A-4-5: Violations And Penalties

8-3A-1: WASTEWATER VOLUME:

A. For purposes of establishing user charges, the quantity of wastewater discharged to the POTW by a user shall be determined by and held to be the quantity of water used based on water meter readings of the waterworks or private water supply unless otherwise approved by the Superintendent. If a user shall use water which comes from a private water supply, the user shall meter the water at his own expense when required by the Superintendent and shall pay the appropriate user charges.

B. All charges and fees not otherwise provided for in this article shall be set by resolution. (Ord. 4261, 10-6-1997)

8-3A-2: DETERMINATION OF RATES AND CHARGES:

A. Each connection to the POTW shall pay user charges in accordance with the following schedule:

2. Users who have their own private wells shall pay a minimum ~~sixty-three dollars twenty seven cents~~sixty nine dollars seventy six cents ($6~~3~~9.~~27~~67~~7~~) per quarter, unless required to properly meter wastewater flows by the Superintendent.

~~2. Users who have their own private wells shall pay a minimum of fifty three dollars eighty three cents ($53.83) per quarter, unless required to properly meter wastewater flows by the Superintendent.~~

3. Users who are located outside of the limits of the City shall pay double the rates specified herein, unless an agreement has been reached and signed between the City of Waterloo and the contributing municipality or entity.

4. If the rates as specified in this section are not paid when due as required by this section, there shall be added to the rates a penalty of five percent (5%). The Clerk shall certify to the County Treasurer all sewer rates, charges or rentals and penalties delinquent.

5. A surcharge for wastewaters in excess of domestic strength and containing no such chemical or other substances as would interfere with the proper operation of the purifying plant, shall be computed according to the following formula:

BOD - $0.10/pound
TSS - 0.10/pound
TKN - 0.10/pound

6. The following sewer rental charge shall become effective beginning August 1, 2024:

Minimum monthly charge1	$~~21.09~~23.25
Minimum quarterly charge2	$~~63.27~~69.76
Per Ccf. over minimum monthly charge3	$3.~~38~~73

Notes:

1. Includes first 3 Ccf.

2. Includes first 9 Ccf.

3. Ccf = 100 cubic feet of metered water used or metered wastewater discharge if provided in permit.

7. Effective ~~August~~ July 1, 202~~4~~6, sewer users with flow exceeding eight hundred million (800,000,000) gallons per year are eligible for the following rates:

Minimum monthly charge	$~~21.09~~23.25 (includes first Ccf.)
Per Ccf. over minimum monthly charge	$2.~~70~~984

(Ccf = 100 cubic feet of metered water used or metered wastewater discharge if provided in permit) Rates will be increased by the same applicable amount that rates under subsection A6 of this section are increased.

(Ord. 4261, 10-6-1997; amd. Ord. 4482, 5-29-2001; Ord. 4699, 6-14-2004; Ord. 5091, 1-30-2012; Ord. 5287, 6-8-2015; Ord. 5472, 11-13-2018; Ord. 5558, 6-1-2020; Ord. 5603, 6-7-2021; Ord. 5645, 5-16-2022; Ord. 5702, 5-15-2023; Ord. 5769, 7-1-2024; Ord. 5796, 6-2-2025)

8-3A-3: CHARGES AND FEES:

A. Charges And Fees: The city may adopt charges and fees, which may include:

1. Fees for reimbursement of costs of setting up and operating the city's pretreatment program.

2. Fees for monitoring, testing, inspections and surveillance procedures.

3. Fees for reviewing accidental discharge procedures and construction.

4. Fees for permit applications.

5. Fees for filing appeals.

6. Fees to specific contributing industrial users for consistent removal, by the city, of pollutants otherwise subject to federal categorical pretreatment standard.

7. Other fees as the city may deem necessary to carry out the requirements contained herein.

These fees relate solely to the matters identified above and are separate from all other fees chargeable by the city.

B. City's Scheduling Of Charges And Fees:

1. A surveillance monitoring fee of three hundred fifty dollars ($350.00) per installation of equipment shall be assessed against each user for which the city, rather than the user, installs surveillance monitoring equipment for the purpose of conducting wastewater sampling.

2. A sampling fee of one hundred thirty dollars ($130.00) per site visit for the purpose of wastewater sample collection shall be assessed against each user.

3. Fees for investigating accidental discharges shall be based on the time expended at twenty three dollars ($23.00) per hour.

4. Laboratory testing fees shall be based on actual expenses incurred for each parameter tested as specified in a fee schedule which the city shall approve and issue from time to time.

5. A wastewater discharge permit application fee shall be assessed each request for a wastewater discharge permit in the amount of twenty five dollars ($25.00). Wastewater discharge permit and/or permit renewal shall be assessed in the amount of two hundred dollars ($200.00). An additional fee shall be assessed in the amount of one hundred dollars ($100.00) for past due applications.

6. An appeal filing fee shall be assessed in the amount of one hundred dollars ($100.00). (Ord. 4261, 10-6-1997)

8-3A-4: CONNECTION CHARGES:

8-3A-4-1: BUILDING SEWER CONNECTION CHARGES; DETERMINATION:

The charge for making connection to an existing public sewer in the near vicinity of a property for which it is desired that service be provided shall be determined as follows:

A. Where the property to be served has been specifically assessed for the sewer facilities prior to the time of the application for connection, there shall be no additional connection charge, unless at the time of assessment a deficiency was allowed. Then, the sewer connection charge shall be equal to the deficiency previously allowed.

B. Where the property to be served has not been assessed or is not subject to an assessment of a special tax for the construction of the sewer facilities to which connection is sought and said sewer was built through assessments, the connection charge shall be equal to the average front footage charge assessed to all property on the sewer involved applied to the front footage of the property to be served. Where the property has frontage on two (2) intersecting streets, the footage to which the charge shall be applied shall be the one considered the front in all usual proceedings for assessments. Where unusual parcel shape would make the charge inequitable to the owner or to the city, the frontage shall be taken as the lot width at the face of the building.

C. Where the property to be served has not been subject to assessment for the cost of the public sewer, constructed before January 1, 1978, and the cost thereof was paid by general taxation, the sewer connection charge shall be calculated on the basis of five dollars fifty cents ($5.50) per front foot of actual lot frontage, as hereinabove defined, plus fifty dollars ($50.00) hookon.

D. Where the property to be served has not been subject to assessment for the cost of the public sewer constructed after January 1, 1978, and before January 1, 1982, and the cost thereof was paid by general taxation, the sewer connection charge shall be calculated on the basis of fifteen dollars ($15.00) per front foot of actual lot frontage as hereinbefore defined or the actual front footage construction cost (including engineering, real and administrative charges) whichever charge is lesser, plus a hookon charge in the amount of two hundred dollars ($200.00) per acre prorated to lesser portions of an acre with a minimum hookon charge of fifty dollars ($50.00) per hookon.

E. Where the property to be served has not been subject to assessment for the cost of the public sewer constructed after January 1, 1982, and the cost thereof was paid by general taxation, the sewer connection charge shall be calculated on the basis of the actual front footage construction cost (including engineering, real and administrative charges), plus a hookon charge in the amount of two hundred dollars ($200.00) per acre prorated to lesser portions of an acre with a minimum hookon charge of fifty dollars ($50.00) per hookon. (Ord. 4261, 10-6-1997)

F. The subject matter of this section is legally described as follows:

Property lying within the North One-half (1/2) of the Northwest Quarter (1/4) of Section 14, Township 88, Range 13 West, City of Waterloo, Black Hawk County, Iowa, except right-of-way of E. Shaulis Road and Hammond Avenue (hereinafter "described property").

All "described property" not currently assessed for the cost of the public sewer which proposes to be served by the public sewer or any extension of the public sewer shall be assessed a hookon charge at the rate of one thousand one hundred twenty four dollars sixty seven cents ($1,124.67) per acre. This hookon charge shall be paid in full by the developer in lump sum within thirty (30) days of the city council's acceptance of a subdivision final plat that is within the "described property". The areas to be used for calculating the hookon fee shall include the entire area of the subdivision, including street rights of way, and any included or adjoining areas not used for residential or commercial development, including, without limitation, ponds, lakes, and parks. Any area not included in a subdivision final plat but that is a part of the "described property" and which proposes to hook on to the public sewer or any extension of it shall, at the time the property owner or user applies to hook on to the public sewer or any extension of it, pay in full any lump sum it owes to hook on to the public sewer or any extension of it. Hookon charges for unplatted areas shall be determined by the size of the entire parcel being served.

G. The provisions of the hookon charge provided for in this section shall not apply to any property covered by a specific hookon charge ordinance. (Ord. 4469, 4-16-2001)

8-3A-4-2: CROSS AND LATERAL SEWER CONNECTION CHARGES:

Before a permit for a new cross or lateral sewer connection to a main sewer shall be granted, the applicant shall have complied with the terms and conditions for such connection established by the city council. Such terms and conditions may include, but not be limited to, engineering design, construction standards, requirements for inspection of construction of the applicant's sewer, and the setting of equitable fees to be paid for the right to connect to public sewer and all facilities to which the sewer will be contributory. (Ord. 4261, 10-6-1997)

8-3A-4-3: USE OF SEWER CONNECTION CHARGES:

Such charges shall be due without regard to whether the facilities involved, trunk sewers or POTW have been paid for in full or whether prior assessments and other resources will cover all costs for such facilities. Connection charges shall be deemed a refund of amounts yet to be or previously paid by the city from its funds for the additional service made available to the applicant. (Ord. 4261, 10-6-1997)

8-3A-4-4: PERMITTED CONNECTIONS:

No building sewer connection shall be made to a public sanitary sewer which is not in front of the property to be served unless the public sewer cannot feasibly be extended and the building sewer can be connected without creating difficulties for other utilities in the street or unless any such difficulties are offset by a definite public advantage in having the connection. No building sewer shall be connected directly into a manhole more than six inches (6") above the flow line therein. Where a public sewer is extended by an applicant at his own expense, it shall be constructed in accordance with the specifications of the city for public sewers and connection charges may be reduced by the cost thereof, in whole or in part. (Ord. 4261, 10-6-1997)

8-3A-4-5: VIOLATIONS AND PENALTIES:

Any person which shall make a connection without paying connection charges due under this section 8-3A-4 or in any manner violate the other terms of this section 8-3A-4 shall be, upon conviction, deemed guilty of a misdemeanor and subject to fine and imprisonment as provided by law. (Ord. 4261, 10-6-1997)