THE CITY COUNCIL OF WATERLOO, IOWA
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, July 6, 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, Dave Morrow, Ward 2 Council Member.

Approval of Agenda as proposed or amended.

Approval of Minutes of the June 15, 2026, Council Regular 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 the request by Jeffrey and Denise Weber for tax exemptions on the construction of a new single family house valued at $356,040.00, for property located at 610 Burbank Avenue and located in the City Limits Urban Revitalization Area (CLURA).

3. Resolution approving the request by Jeanette Moore-Loggins, for tax exemptions on the construction of a new single family home valued at $300,000.00, for property located at 312 Newell Street and located in the Consolidated Urban Revitalization Area (CURA).

4. Resolution approving the request by Cary and Diana Krusemark, for tax exemptions on the construction of a new single family home valued at $419,000.00, for property located at 108 Ogden Avenue and located in the Consolidated Urban Revitalization Area (CURA).

5. Resolution approving the request by Becker Rental LLC, for tax exemptions on the construction of a new single family home valued at $280,529.00, for property located at 117 Axlewood Drive and located in the Consolidated Urban Revitalization Area (CURA).

6. Resolution approving the request by Jordan Weber and Trevor Kliever, for tax exemptions on the construction of a new single family home valued at $266,500.00, for property located at 119 Axlewood Drive and located in the Consolidated Urban Revitalization Area (CURA).

7. Resolution approving the request by Evan Baker, for tax exemptions on the construction of a new single family home valued at $300,000.00, for property located at 131 Axlewood Drive and located in the Consolidated Urban Revitalization Area (CURA).

8. Resolution approving the request by Hanson Brixen, for tax exemptions on the construction of a new single family home valued at $317,999.00, for property located at 1229 West 7th Street and located in the Consolidated Urban Revitalization Area (CURA).

9. Resolution approving the request by E & C Investments LLC, for tax exemptions on the construction of a new single family home valued at $173,000.00, for property located at 1131 Bertch Avenue and located in the Consolidated Urban Revitalization Area (CURA).

10. Resolution approving the request by Steve Droste, for tax exemptions on the construction of a new single family home valued at $350,000.00, for property located at 1016 Bishop Avenue and located in the Consolidated Urban Revitalization Area (CURA).

11. Resolution approving the request by Black River Bells, for tax exemptions on the construction of a new commercial building valued at $2,400,000.00, for property located at 2065 Logan Avenue and located in the Consolidated Urban Revitalization Area (CURA).

12. Resolution approving an Assignment of Rebates to VGM Group from San Marnan Management LTD f/k/a VGM Management LTD, and Galactic Development Corp. f/k/a VGM Development Corp. for property located at 1111 Van Miller Way, and authorizing the Mayor to execute said document.

13. Resolution approving the request of Danniel Decker for a waiver for an asphalt driveway,

located at 1537 Newell Street, with the elimination of the sidewalk section for asphalt driveways.

14. Resolution approving the request of Half Dozen Properties, LLC, for a waiver for a concrete driveway, located at 806 Upton Avenue, with the elimination of the sidewalk section due to inability to meet grade requirements.

15. Resolution approving the request of Half Dozen Properties, LLC, for a waiver for a concrete driveway, located at 808 Upton Avenue, with the elimination of the sidewalk section due to inability to meet grade requirements.

16. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 23, 2026, and date of public hearing as August 3, 2026, in conjunction with Asbestos Abatement Services, Contract AB-2026-07-01P (70 Sycamore Street), and instruct the City Clerk to publish notice.

17. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 9, 2026, and date of public hearing as July 20, 2026, in conjunction with Demolition and Site Clearance Services with regulated asbestos-containing materials, Contract No. RD-2026-06-05P, and instruct the City Clerk to publish notice.

18. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 23, 2026, and date of public hearing as August 3, 2026, in conjunction with the FY 2027 Sidewalk Infill, Sidewalk Ramp, and Trail Repair Program - Zone 5B, Contract No. 1157, and instruct the City Clerk to publish notice.

19. Resolution setting date of public hearing as July 20, 2026 to review the funding recommendations of the Community Development Board's FY27 Annual Action Plan for CDBG and HOME funds for the Waterloo/Cedar Falls HOME Consortium, and instruct the City Clerk to publish notice.

20. Resolution approving award of hotel/motel tax council discretionary funds to the Waterloo Police Department in the amount of $12,800.00 for security detail at the National Cattle Congress fair in September 2026.

21. Resolution approving award of hotel/motel tax council discretionary funds to the Waterloo Community Foundation for Waterloo Youth City Council in the amount of $25,000.00.

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

23. Motion to approve Final Quantity Summary with Shift General Contracting, of Cedar Rapids, Iowa, for a net decrease of $18,429.32, in conjunction with the FY 2025 Martin Luther King, Jr. Drive Wetland A Restoration Project, Contract No. 1109, and authorizing the Mayor to execute said document.

24. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Shift General Contractors, of Cedar Rapids, Iowa, in the amount of $338,242.83, in conjunction with the FY 2025 Martin Luther King, Jr. Drive Wetland A Restoration Project, Contract No. 1109, and receive and file a two-year maintenance bond.

25. Motion to approve Final Quantity Summary with Baker Enterprises, Inc., of Waverly, Iowa, for a net increase of $22,554.57, in conjunction with the FY 2025 W.A.R.P. 4th Addition, Contract No. 1114, and authorizing the Mayor to execute said document.

26. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Baker Enterprises, Inc., of Waverly, Iowa, in the amount of $3,484,186.47, in conjunction with the FY 2025 W.A.R.P. 4th Addition, Contract No. 1114, and receive and file a two-year maintenance bond.

27. Motion to approve Final Quantity Summary with Aspro, Inc., of Waterloo, Iowa, for a net increase of $89,294.76, in conjunction with the FY 2025 Asphalt Overlay Program, Contract No. 1115, and authorizing the Mayor to execute said document.

28. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Aspro, Inc., of Waterloo, Iowa, in the amount of $5,009,792.08, in conjunction with the FY 2025 Asphalt Overlay Program, Contract No. 1115, and receive and file a two-year maintenance bond.

29. Motion to approve Final Quantity Summary with Cedar Valley Corporation, of Waterloo, Iowa, for a net decrease of $17,999.56, in conjunction with the FY 2025 E./W. San Marnan Drive Reconstruction Project, Contract No. 1116, and authorizing the Mayor to execute said document.

30. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Cedar Valley Corporation, of Waterloo, Iowa, in the amount of $5,349,518.80, in conjunction with the FY 2025 E./W. San Marnan Reconstruction Project, Contract No. 1116, and receive and file a two-year maintenance bond.

31. Motion to approve Final Quantity Summary with Brock Even Construction, LLC, of Jesup, Iowa, for a net decrease of $13,868.43, in conjunction with the FY 2026 Sidewalk Repair Assessment Program - Zone 5A, Contract No. 1127, and authorizing the Mayor to execute said document.

32. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Brock Even Construction, LLC, of Jesup, Iowa, in the amount of $62,975.00, in conjunction with the FY 2026 Sidewalk Repair Assessment Program - Zone 5A, Contract No. 1127, and receive and file a two-year maintenance bond.

33. Communication from the Library Department on the notice of the conclusion of employment of Josée Varboncoeur, Library Assistant, effective June 5, 2026, with recommendation of approval of payout of $1,848.66 for unused benefits.

34. Communication from the Community Development Department on the notice of the conclusion of employment of Rudy Jones, Community Development Director, effective May 29, 2026, with recommendation of approval of payout of $20,065.80 for unused benefits.

35. Communication from the Community Development Department on the notice of the conclusion of employment of Stephanie Shavers, Neighborhood Services Coordinator, effective May 27, 2026, with recommendation of approval of payout of $5,094.35 for unused benefits.

36. Communication from the Police Department on the notice of the conclusion of employment of Melissa Lippert, Police Officer, effective June 12, 2026, with recommendation of approval of payout of $43,926.96 for unused benefits.

37. Motion to approve the hiring of **Morgan Jacobs** from the current Civil Service List to the position of Waste Water Operator in the Waste Management Services, effective July 7, 2026.

38. Motion to approve the hiring of **Jibreel Bailey** from the current Civil Service List to the position of Engineering Technician in the Engineering Department, effective July 7, 2026.

39. Motion to receive and file Airport Board minutes of May 11, 2026.

40. Motion to receive and file Grout Museum funding report for May 2026.

41. Liquor Licenses
American Legion Post #138, 728 Commercial Street, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp. 06/14/2027.
BP Fuel, 127 Jefferson Street, Class E w/Sunday Sales, (Renewal) Exp. 05/29/2027.
Cedar Valley Irish Cultural AS, 3238 Dewitt Road, (5-Day CVSA complex) Exp. 08/03/2026.
Dollar General, 5570 Washington Street, Class B w/Sunday Sales (Ownership Update) Exp. 08/20/2027.
Dollar General, 1650 Idaho Street, Class B w/Sunday Sales (Ownership Update) Exp. 11/06/2026.
Dollar General, 2935 Logan Avenue, Class B w/Sunday Sales (Ownership Update) Exp. 07/14/2026.
Dollar General, 3815 University Avenue, Class B w/Sunday Sales (Ownership Update) Exp. 02/28/2027.
El Mercadito, Inc., 520 La Porte Road, Class B wSunday Sales (Renewal) Exp. 06/20/2027.
Flirts gentlemen's Club, 319 Jefferson Street, Class C w/Sunday Sales, (Renewal) Exp. 06/10/2027.
Majestic Moon Party and Event Center, Class C w/Sunday Sales, (Renewal) Exp. 05/23/2027.
The Comfort Zone, Class C, w/Sunday Sales, (Renewal) Exp 01/17/2027.
The Isle Casino Hotel Waterloo, 777 Isle of Capri Boulevard, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp. 04/30/2027.

42. **Cigarette/Tobacco/Nicotine/Vapor Permits**
Broadway Beer, Wine & Spirits, 504 Riehl Street (Retail Tobacco) (New).
Broadway Liquor, 821 Broadway Street, (Retail Tobacco).
Broadway Liquor, 821 Broadway Street, (Device Retailer).
Cork's Grocery, 1956 Lafayette Street, (Retail Tobacco).
Downtown Beer, Wine & Spirits, 906 Franklin Street (Retail Tobacco) (New).
Express Mart, 2027 Falls Avenue (Retail Tobacco).
Jim's Food, 437 Sullivan Avenue (Device Retailer) (New).
Marshall BWS, 2060 Sovia, Drive., Ste. 112 (Retail Tobacco) (New).
New Star Fletcher, 315 Fletcher Avenue (Retail Tobacco).
Prime Mart 1, 3535 Marigold Drive (Retail Tobacco) (New).
Prime Mart 5, 508 Broadway Street (Retail Tobacco).
Puff City, 1916 E. Mitchell Avenue, Ste. B (Retail Tobacco).
Ray's Supermarket, 1975 Franklin Street, (Retail Tobacco).

43. Bonds.

PUBLIC HEARINGS

1. **Asbestos Abatement Services, Contract AB-2026-05-01P (54 Lane Street).**

   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.
   Resolution approving award of bid to Advanced Environmental, Inc., of Waterloo, Iowa, in the amount of $274,000.00, approving the contract, bonds, and certificate of insurance, in conjunction with the Asbestos Abatement Services, Contract AB-2026-05-01P (54 Lane Street), and authorizing the Mayor and City Clerk to execute said documents.

   Submitted by: Noel Anderson, Community Planning and Development Director

2. **Request to approve the final selection of route and authorizing to acquire or condemn necessary property for right-of-way, permanent easements, and temporary easements related to the Katoski Drive/Huntington Road reconstruction, generally located east and south of 1350 Katoski Drive, extending to the west city limits line.**

   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 to approve certain actions with respect to the Katoski Road/Huntington Road Reconstruction Project, to establish the amount of just compensation for certain property interests to be acquired for project purposes, and to authorize the use of condemnation procedures for acquisition of said property interests in furtherance of the project objectives.

   Submitted by: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

1. Resolution approving the FY2027 Ambulance Fee Schedule Increases.

   Submitted by: Jason Hernandez, Medical Supervisor

2. Resolution approving liability insurance coverage with Chubb, Travelers, Arch, Allied, Cowbell, Safety National for property, tort, employment practices, public officials, law enforcement liability, auto, cyber, worker's compensation, umbrella, crime and fidelity, excess liability insurance, and third party administrator services, in the amount of $2,461,749, authorize the City Clerk to execute necessary documents.

3. Resolution approving a School Resource Officer Agreement with the Waterloo Community School District to provide six School Resource Officers in the schools in the amount of $406,293.00 for FY 2027, $426,608.00 for FY 2028, $447,938.00 for FY29 and $470,335.00 for FY 2030, including funding for Officer training, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Rob Duncan, Chief of Police

4. Resolution approving a Professional Services Agreement with Main Street Waterloo, in the amount of $66,000.00, for Fiscal Year 2027, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

5. Resolution accepting and approving an Acquisition Contract, and approving a Deed to Convey Real Property, to the City of Waterloo, for partial property acquisition and Temporary Easement Agreement with D and C Management, LC, in the amount of $18,000.00 for property located at 2133-2159 Fairway Lane, in conjunction with the Fairway Lane Reconstruction Project, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

6. Resolution approving a Project Funding Agreement, in an amount not to exceed $1,770.00, with Rodger Reiseck for replacement fencing at 714 W. 2nd Street, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

7. Resolution approving a Contract for services with the Iowa Northland Regional Council of Governments for the Energy Efficiency and Conservation Block Grant to install two electric charging stations near Lafayette Street and Park Avenue, in an amount not to exceed $15,000.00, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

8. Resolution approving the request by DGOGWATERLOO02142024, LLC, to dedicate right of way near 4803 Sergeant Road for the extension of Charm Drive, and authorizing the Mayor and City Clerk to execute said documents.

   Submitted by: Noel Anderson, Community Planning and Development Director

9. Resolution approving a Temporary Easement Agreement in the amount of $100.00, with Kevin Grieme, located at 2219 Downing Avenue, in conjunction with the Katoski Road/Huntington Road Reconstruction Project, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

10. Resolution approving an amendment to a Temporary Access Easement Agreement with McDonald's USA, LLC, located at and adjacent to 2222 Logan Avenue, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

11. Resolution accepting FAA AIP Grant No. 3-19-0094-061-2026, in the amount of $112,100.00, for Replace/Upgrade Airport Lighting Control Monitoring System project, and authorizing the Mayor and City Attorney to execute said document.

    Submitted by: Sheila Combs, Airport Business Manager

12. Resolution approving a Portable Temporary Traffic Signal 28E Agreement with Black Hawk

County, in conjunction with the terms of an awarded Traffic Safety Improvement Program Grant, for shared usage of a set of Temporary Traffic Signals and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Safiah Elahi, Traffic Operations Director

13. Resolution approving a Cooperative Services Agreement with USDA Wildlife Services to minimize wildlife-related property damage and risk to human health and safety, and authorizing the Mayor to execute said document.

    Submitted by: Todd Derifield, Leisure Services Director

ORDINANCES

1. **An Ordinance amending Waterloo City Code Section 5-2-9, Public Urination.**

   Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing Section 9, Public Urination, of Chapter 2, General Offenses, Title 5, Police Regulations, and enacting in lieu thereof a new Section 9, Public Urination, of Chapter 2, General Offenses, Title 5, Police Regulations.
   Motion to suspend the rules.
   Motion to consider and pass for the second and third times and adopt said ordinance.

   Submitted by: Rob Duncan, Chief of Police

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

June 15, 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, June 15, 2026.

Pre-Meeting Items

Roll Call.

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

Prayer or Moment of Silence.

Pledge of Allegiance, Steve Schmitt, Ward 1 Council Member.

Approval of Agenda as proposed or amended.

Simon/Schmitt
that the agenda as amended, by removing Resolution No. 10, be approved. Voice vote-Ayes: Six. Motion carried.

Approval of Minutes of the May 29, June 2, and the June 11, 2026, Council Special Sessions, and the June 1, 2026, Council Regular Session, as proposed or amended.

Simon/Schmitt
that the minutes of the May 29, June 2, and June 11, 2026, Council Special Sessions, and the June 1, 2026, Council Regular Session, as presented, be approved. Voice vote-Ayes: Six. Motion carried.

CONSENT AGENDA

Simon/Schmitt
that the following items on the consent agenda be received and placed on file, including the payment of bills for June 8, 2026, in the amount of $2,132,837.45, and June 15, 2026, in the amount of $5,235,874.79, be received and placed on file. Roll Call vote-Ayes: Six. 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: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-315.

Resolution authorizing fund transfers, as listed in Exhibit "A" as required by law.

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-316.

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 16, 2026, and date of public hearing as July 20, 2026, in conjunction with the FY 2023 Cattle Congress Sanitary Sewer Lift Station Reconstruction, Contract No. 1075, and instruct the City Clerk to publish notice.

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-317

Resolution approving a three percent salary increase for non-bargaining employees effective July 1, 2026.

This item was removed to be discussed separately.

Motion to approve Application for Fireworks Display: July 3rd 2026 Celebration, Main Street Waterloo. Park Avenue Bridge, beginning at 9:45 p.m. with July 5th rain date.

Motion to approve Application for Fireworks Display: July 5, 2026, Bamboo Ridge Campground, 4550 La Porte Road, beginning at 10:00 p.m. with July 6th rain date.

Motion to accept and place on file the arbitrage results reflecting that a rebate earnings payment of $190,495.59 is due to the Internal Revenue Service for the General Obligation Bonds Series 2023A.

Motion to approve network equipment and services Request For Proposals for the City fiber backbone project.

Motion approving an Exception to Burning Yard Waste Application by Dales Petroleum, Service to perform flaring of LP tanks for John Deere on property located not of the John Deere Sercie Part Building, June 16-19, 2026.

Motion to approve the hiring of **Andrew Shimp** from the current Civil Service List to the position of Solid Waste Technician in the Sanitation, effective June 16, 2026.

Motion to approve the hiring of **Keith Sammons** from the current Civil Service List to the position of Sewer Maintenance Worker in the Waste Management Services, Publice Works, effective June 16, 2026.

Rajane Grant, Board/Commission: Cultural and Arts Commission, Expiration Date: June 15, 2029, New appointment.

Communication from the Building Inspections Department on the notice of the conclusion of employment of Jeffrey Siebel, Property Safety Inspector, effective May 29, 2026, with recommendation of approval of payout of $974.66 for unused benefits.

Communication from the Building Department on the notice of the conclusion of employment of Gregory Ahlhelm, Building Official, effective May 18, 2026, with recommendation of approval of payout of $7,782.54 for unused benefits.

Communication from the Leisure Services Department on the notice of the conclusion of employment of Joel Schares, Assistant Arena Manager, effective May 22, 2026, with recommendation of approval of payout of $3,489.15 for unused benefits.

Communication from the Library Department on the notice of the conclusion of employment of Adria Ebersole, Library Assistant, effective May 7, 2026, with recommendation of approval of payout of $3,091.74 for unused benefits.

Communication from the Police Department on the notice of the conclusion of employment of Corbin Payne, Police Lieutenant, effective May 19, 2026, with recommendation of approval of payout of $39,539.83 for unused benefits.

Motion to receive and file Board of Adjustment minutes for April 2026.

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

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

Liquor Licenses

Benevolent & Protective Order of Elks #290, 407 E. Park Avenue, Class C w/Sunday Sales (Ownership Update x 3) Exp. 06/30/2027.
Best Deals, 1459 Ansborough Avenue, Class E w/Sunday Sales (Renewal) Exp. 06/14/2027.
Best Deals, 1459 Ansborough Avenue, Class E w/Sunday Sales (Ownership Updates) Exp. 06/14/2027.
Broadway Liquor, 821 Broadway Street, Class E w/Sunday Sales (Renewal) Exp. 06/10/2027.
Cedar Valley Irish Cultural AS, 330 E. 4th Street, Class C w/Outdoor Service and Sunday Sales (New-5-Day) Exp. 08/03/2026.

Chaser's Pub, 3005 University Avenue, Class E w/Outdoor Service and Sunday Sales (Renewal) Exp. 07/07/2026.
Doughy Joey's, 300 W. 4th Street, Class C w/Outdoor Service and Sunday Sales (Renewal) Exp. 02/07/2027.
Family Dollar Store #32879, Class B w/Sunday Sales, (New) Exp. 05/14/2027.
Hickory House, 3154 Park Road, Class C w/Sunday Sales, (Renewal) Exp. 05/23/2027.
Highway 63 Diner, 3030 Marnie Road, Class C w/Sunday Sales, (Renewal) Exp. 06/30/2027.
Hungry Charlie's/Fester's Pub, 324 E. 4th Street, Class C w/Sunday Sales, (Ownership Update) Exp. 07/21/2026.
Kwik Stop 4, 515 Broadway Street, Class E w/Sunday Sales, (Renewal) Exp. 05/07/2027.
Linn Mart, 926 Linn Street, Class E w/Sunday Sales, (Renewal) 05/15/2027.
Newton's Paradise Cafe, 128 E. 4th Street, Class C w/Outdoor Service and Sunday Sales, (Modify Privileges Outdoor Service) Exp. 01/31/2027.
Poppy's Sports Pub, 2026 Bopp Street, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp. 06/05/2027.
Riverloop Expo Plaza, 327 W. 3rd Street, Class C (Special 5-Day), Exp. 07/02/2026.
Steamboat Gardens, 1740 Falls Avenue, Class C w/Sunday Sales, (Renewal) Exp. 06/13/2027.
Sunnyside Country Club, 1600 Olympic Drive, Class F w/Outdoor Service and Sunday Sales, (Renewal) Exp. 04.13.2027.
WCA Building Amphitheatre, 225 Commercial Street, Class C Special, (Temporary Unlicense Portion) Exp. 07/05/2026.

Cigarette/Tobacco/Nicotine/Vapor Permits
7 Star Liquor & Tobacco, 2844 University Avenue (Retail Tobacco).
Behar Bar, 312 W. 4th Street (Retail Tobacco).
Best Deals, 1459 Ansborough Avenue, (Retail Tobacco).
Casey's General Store #2427, 3035 Logan Avenue, (Retail Tobacco).
Casey's General Store #2866, 51 E. Tower Park Drive, (Retail Tobacco).
Casey's General Store #2867, 2424 Ranchero Road (Retail Tobacco).
Casey's General Store #2879, 3260 University Avenue, (Retail Tobacco).
Casey's General Store #2880, 1604 La Porte Road, (Retail Tobacco).
Casey's General Store #3880, 1900 W. Ridgeway Avenue, (Retail Tobacco).
Family Dollar #25600, 611 Broadway Street, (Retail Tobacco).
Family Dollar #32879, 1608 University Avenue, (Retail Tobacco).
Family Dollar #10944, 2206 Kimball Avenue, (Retail Tobacco).
Hometown Foods, 1010 E. Mitchell Avenue (Retail Tobacco).
Jim Lind Service, 230 E. Mitchell Avenue (Retail Tobacco) (New).
Karma Bar, 309 W. 4th Street (Retail Tobacco).
Kwik Stop 4, 515 Broadway Street (Retail Tobacco)
Love's Travel Stop #702, 3301 Greyhound Drive Ste. A (Retail Tobacco).
Marshall BWS, 2060 Sovia Drive, Ste. 112 (Retail Tobacco).
New Star, 1020 Franklin Street (Retail Tobacco).
Pink Cloud Smoke Shop, 3026 Ansborough Avenue (Retail Tobacco).
Pink Cloud Smoke Shop, 3026 Ansborough Avenue, (Device Permit).
Prime Mart 7, 1309 Lafayette street, (Retail Tobacco).
Prime Mart 7, 1309 Lafayette street, (Device Permit).
R Smoke Plus Waterloo, 3620 Kimball Avenue, (Device Permit).
The Spot #3, 117 E. San Marnan Drive, (Retail Permit).

Tobacco & Vape, 3821 University Avenue, (Device Permit).
UNI Mart, 1615 Bishop Avenue, (Retail Tobacco).
Walmart #1496, 1334 Flammang Drive, (Retail Tobacco).
West Side Convenience/West Side Liquor (Retail Tobacco).
XO Food & Liquor, 428 Franklin Street, (Retai Tobacco).
Yesway #1022, 1976 Franklin Street, (Retail Tobacco).

Bonds.

Schmitt/Berry
Item #4. Resolution approving a three percent salary increase for non-bargaining employees effective July 1, 2026. Roll Call vote-Ayes: Four. Nays: Two (Schmitt/Berry). Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-318.

Mr. Schmitt questioned where the fund for the increase came from.

Bridgett Wood, Finance Director, shared that some of the funds come from the general fund and some come from other fund sources.

Mr. Schmitt commented that Waterloo's taxes are some of the highest in the state, Waterloo's population is declining, and that the city continues to over spend, so as a result of that, he voted against the budget and would vote against the resolution as well.

Ms. Berry concurred with Mr. Schmitt.

Mr. Martin questioned if any non-bargaining person received a pay increase the prior year, that will also get this increase.

Mayor Boesen explained that the pay increases that the non-bargaining people have received in the past, mirror what the bargaining unit receives.

RESOLUTIONS

Resolution approving the Agreement with Ramp Business Corporation for the purpose of making available a Purchasing Card Program, Expense Tracking, and Travel Platform in the amount of $5,500.00, and authorizing the Mayor to execute said document.

Schmitt/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-319.

Resolution approving the renewal of a three-year software contract with Fifth Asset, Inc., DBA DebtBook, for the purpose of debt management, lease management, and subscription management, and authorizing the Finance Manager to execute said document.

Schmitt/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-320.

Mr. Morrow requested an overview of the software.

Bridgett Wood, Finance Director, provided an explanation of the purpose of the software.

Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement, for the $3,500,000.00 Sewer Revenue Capital Loan Notes, Series 2026A.

Schmitt/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-321.

Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Sewer Revenue Capital Loan Note 2026A $3,500,000.00 and providing for a method of payment of the Notes; Approval of the Tax Exemption Certificate.

Schmitt/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-322.

Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement, for the $10,300,000 General Obligation Bonds, Series 2026B.

Morrow/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-323.

Resolution authorizing and providing for the issuance, and levying a tax to pay the $10,300,000 General Obligation Bonds, Series 2026B and approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

Morrow/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-324.

Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement, $1,700,000.00 2026C Taxable General Obligation Bonds.

Berry/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-325.

Resolution authorizing and providing for the issuance, and levying a tax to pay the $1,700,000 Taxable General Obligation Bonds, Series 2026C and approval of the Continuing Disclosure Certificate.

Berry/Simon

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-326.

Resolution approving a Professional Services Agreement with Employee and Family Resources of Des Moines, Iowa, in the amount of $13,389.75, to continue to provide an Employee Assistance Program, and authorizing the Mayor to execute said document.

Simon/Schmitt
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-327.

Resolution approving a School Resource Officer Agreement with the Waterloo Community School District to provide six School Resource Officers in the schools in the amount of $406,293.00 for FY2027, $426,608.00 for FY2028, $447,938.00 for FY2029 and $470,335.00 for FY2030, including funding for Officer training, and authorizing the Mayor and City Clerk to execute said document.

This item was moved to the July 6, 2026 council meeting.

Resolution approving Supplemental Agreement No.1 to a Professional Services Agreement originally executed October 17, 2022, with AECOM Technical Services, Inc., of Waterloo, Iowa, in an amount not to exceed $385,100.00 in conjunction with the Cattle Congress Lift Station and Force Main Project Contract No. 1075, and authorizing the Mayor to execute said document.

Simon/Schmitt
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-328.

Mr. Morrow requested additional information on this item.

Randy Bennett, Public Works Division Manager, provided a high-level overview of the project.

Mr. Simon questioned why we did not go through the normal bidding process for this project.

Randy Bennet explained that we already have the Master Plan that AECOM worked on.

Mr. Simon asked if there might be an opportunity to save money if we opened the architectural work up for bidding.

Randy Bennett explained that much of the work for this project is proprietary.

Bridgett Wood, Finance Director, explained that we have not been gone out for bids for professional services because it is typically a specialized field and neither state law nor our internal policy requires us to do so. She added that departments could choose a different engineering firm if they wish.

Michelle Sweeney, AECOM, commented that they are a local firm with local staff working on the project. She shared the efficiencies you see when selecting a local firm over one that is outside of town.

Nick Schrock, AECOM, provided an overview of the lift station project.

Mr. Salamanca requested to know the age of the lift station.

Nick Schrock shared that the lift station was built in the 1960s.

Mr. Simon questioned if AECOM was the only architectural firm in Waterloo.

Michelle Sweeney said they are not and named a few others.

Mr. Simon clarified his reason for asking.

Mayor Boesen commented that the Water Works utilizes a different engineering firm.

Mr. Morrow questioned if the Professional Services Agreement also works with the DNR reporting.

Michelle Sweeney confirmed.

Resolution Approving a Professional Services Agreement with B32 Engineering Group of Hudson, Wisconsin, to design, provide bid assistance, and construction observation of installation of new ice plant refrigeration equipment and related equipment at Young Arena, and authorizing the Mayor to execute said document.

Simon/Schmitt
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-329.

Resolution approving a Temporary Easement Agreement in the amount of $328.00 with Joseph Gbelley Armah and Johnet J. Dosee, located at 1431 Edgewood Drive, in conjunction with the Katoski Drive/Huntington Road Reconstruction Project, and authorizing the Mayor and City Clerk to execute said document.

Simon/Schmitt
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-330.

Resolution approving a Temporary Easement Agreement in the amount of $1,877.00, with SHRI GAYATRI MA, Inc., located at 2056 La Porte Road and Parcel No. 8813-02-277-026, in conjunction with the La Porte Road Phase III Reconstruction Project, and authorizing the Mayor and City Clerk to execute said document.

Morrow/Schmitt
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-331.

Resolution approving a Temporary Easement Agreement in the amount of $100.00 with Timothy L. Hintz, located at 1297 South Hackett Road, in conjunction with the Katoski Drive/Huntington Road Reconstruction Project, and authorizing the Mayor and City Clerk to execute said document.

Morrow/Schmitt

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-332.

Resolution approving a Development and Minimum Assessment Agreement with Plumb Supply Company, LLC, in the amount of $1,630,700.00 for the expansion of an approximately 20,000 square-foot commercial building, five years at fifty percent tax rebates, and authorizing the Mayor and City Clerk to execute said documents.

Schmitt/Berry
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-333.

Megan Butler, 818 Clough Street, questioned the amount of incentives received for the development.

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

Mr. Salamanca clarified that the business is expanding on its own property.

Noel Anderson confirmed.

Resolution approving documents, and adopt and levy the Final Schedule of Assessments, in conjunction with the FY 2026 Sidewalk Repair Assessment Program - Zone 5A, Contract No. 1127, and instruct the City Clerk to publish notice.

Schmitt/Berry
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-334.

Resolution approving a Site Lease for City-Owned Property Agreement with Croell, Inc., in the amount of $10,000.00, for placing and operating a portable concrete batch plant, and authorizing the Mayor and City Clerk to execute said document.

Schmitt/Berry
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-335.

Resolution approving a Permanent Easement Agreement with Love's Travel & Country Stores, Inc., to serve as a drainage easement, in conjunction with the FY 2024 Sergeant Road Trail Repairs, and authorizing Mayor and City Clerk to execute said document.

Salamanca/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-336.

Resolution approving an Improvement Fund Award Agreement with the Iowa Flood Mitigation Board in the amount of $1,315,000.00, for repairs to the Virden Creek Dam, and authorizing the Mayor to execute said document.

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

assigned No. 2026-337.

ORDINANCES

Ordinance establishing grades for the City of Waterloo FY 2026 Sidewalk Repair Assessment Program – Zone 5A, Contract No. 1127.

Morrow/Schmitt
to receive, file, consider, and pass for the first time an ordinance establishing grades for the City of Waterloo FY 2026 Sidewalk Repair Assessment Program – Zone 5A, Contract No. 1127. Roll Call vote-Ayes: Six. Motion carried.

Jamie Knutson, City Engineer, provided an overview of the ordinance.

Morrow/Berry
to suspend the rules. Roll Call vote-Ayes: Six. Motion carried.

Morrow/Schmitt
to receive, file, consider, and pass for the second and third times and adopt said ordinance. Roll Call vote-Ayes: Six. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5840.

PUBLIC COMMENTS

Forest Dillavou, 1725 Huntington Road; Wayne Natham, 548 Cloverdale; Kathy Schuler, 512 Mulberry Street; Renae Carson, 1108 Vine Street; Jake Gro, 2229 Edgemont Ave, Apt. 7; Megan Butler, 818 Clough Street; Aaron Stacey Roberts, 411 Almond Street.

Simon/Schmitt
to close public comments. Voice vote-Ayes: Six. Motion carried.

Ms. Berry shared an announcement about the Ward 3 and Ward 4 meeting along with Juneteenth celebrations this week starting on Friday. She added that Chad Coon with the Waterloo Water Works, along with Kamyar Enshyan and a nurse to talk about water quality.

Mr. Morrow shared his ward meeting will occur at the Waterloo Public Library this week in Room A from 5:00–6:40 p.m.

ADJOURNMENT

Simon/Schmitt
that the council adjourn at 6:39 p.m. Voice vote-Ayes: Six. Motion carried.

_____
Kelley Felchle
City Clerk

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request by Jeffrey and Denise Weber for tax exemptions on the construction of a new single family house valued at $356,040.00, for property located at 610 Burbank Avenue 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

CRESTVIEW SUBDIVISION LOT 70

ATTACHMENTS

1. 610 Burbank Ave CLURA Form
2. 610 Burbank Ave CLURA Map

For Office Use Only	
Date Received:	5/11/26
Received by:	LS
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: Jeff + Denise Weber **SIGNATURE:** Jeffry R. Weber

ADDRESS: 610 Burbank Ave **EMAIL:** dweber2401@gmail.com

TELEPHONE: 319-610-2401 **DATE:** 05-11-2026

A. What is the *Address* of the property being improved? 610 Burbank Ave

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

Crestview Subdivision Lot 70

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%
b. Second Year------70%
c. Third Year---------60%
d. Fourth Year-------50%
e. Fifth Year----------40%
f. Sixth Year----------40%
g. Seventh Year------30%
h. Eighth Year--------30%
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)? Single family new construction

D. What was the cost of the new construction? $356,040

E. Estimated or actual date of completion of this new construction? 5/8/26

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: 08259 Date permit was issued: 12-9-25 Total permit(s) valuation: $202,314

CITY OF WATERLOO

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor

E RIDGEWAY AVE
E RIDGEWAY AVE
E RIDGEWAY AVE
BALTIMORE ST
BALTIMORE ST
BALTIMORE ST
BURBANK AVE
610 Burbank Ave
CATARACT AVE
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, FAO, NOAA, OpenStreetMap contributors, and the GIS User C

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request by Jeanette Moore-Loggins, for tax exemptions on the construction of a new single family home valued at $300,000.00, for property located at 312 Newell Street and located in the Consolidated Urban Revitalization Area (CURA).

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 commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

SUB OF BLK NO 3 NORTH ADDITION LOT 11 LOT 12

ATTACHMENTS

1. 312 Newell St CURA Form
2. 312 Newell St CURA Map

For Office Use Only
Date Received: 5/15/26
Received by: LS
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 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. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

Please Note that the City of Waterloo will never ask you to wire transfer money.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Jeanette Moore-Loggins
ADDRESS: 312 Newell St
TELEPHONE: 319 215 6090
SIGNATURE: Jeanette Moore Loggins
EMAIL: jmooreloggins3@gmail.com
DATE: 5/15/2026

A. What is the *Address* of the property being improved? 312 Newell St

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
Lots 11 and 12 in Subdivision of Block No. 3 North Addition, Waterloo, Black Hawk County, Iowa.

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 CURA 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. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? NA Yes NA No

E. What was the cost of the improvement? $300,000

F. Estimated or actual date of completion of these improvements? 5/1/2026

Note: The improvements to your home or business may not change the assessed value.
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

G. City of Waterloo Building and Inspections Department Information:

Permit Number: WA083545 Date permit was issued: 12/31/2025 Total permit(s) valuation: 190,704

CITY OF WATERLOO OFFICE USE ONLY

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

____ APPROVED DATED: _____

____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor

312 Newell St
NEWELL ST
NEWELL ST
LINN ST
LINN ST
LINN ST
QUINCY ST
QUINCY ST
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, FAO, NOAA, OpenStreetMap contributors, and the GIS User Co

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request by Cary and Diana Krusemark, for tax exemptions on the construction of a new single family home valued at $419,000.00, for property located at 108 Ogden Avenue and located in the Consolidated Urban Revitalization Area (CURA).

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 commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Auditor Rainbows Plat Maywood Second Filing, Lot 22, Lot 23, and Lot 24 of Block 38, City of Waterloo, Iowa.

ATTACHMENTS

1. 108 Ogden Ave CURA Form
2. 108 Ogden Ave CURA Map

For Office Use Only
Date Received: 4/6/2026
Received by: AT
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 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. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Cary & Diana Krusemark **SIGNATURE:** Diana Krusemark
ADDRESS: 108 Ogden Ave **EMAIL:** krusemark4@yahoo.com
TELEPHONE: 319.415.2526 **DATE:**

A. What is the *Address* of the property being improved? 108 Ogden Ave

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

Parcel # 8912-29-385-019 Auditor Rainbow Plat Maywood Second Filing WLOO Lot 22 Lot 23 Lot 24 Blk 38

B. Indicate desired exemption schedule: (1 or 2)

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

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

Note: Residentially assessed properties receiving the CURA 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 house built, sat empty until we purchased 03.20.26

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? X Yes _____ No

E. What was the cost of the improvement? $419,000.00

F. Estimated or actual date of completion of these improvements? 03.20.26 CO=12/4/2025

Note: The improvements to your home or business may not change the assessed value.
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

G. City of Waterloo Building and Inspections Department Information:

Permit Number: WA03057 Date permit was issued: 6/6/2025 Total permit(s) valuation: 108,000

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor

OGDEN AVE
WYANDOTTE ST
108 Ogden Ave
OGDEN AVE
OSAGE AVE
OSAGE AVE
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, FAO, NOAA, OpenStreetMap contributors, and the GIS User Co

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request by Becker Rental LLC, for tax exemptions on the construction of a new single family home valued at $280,529.00, for property located at 117 Axlewood Drive and located in the Consolidated Urban Revitalization Area (CURA).

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 commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

EDISON ADDITION LOT 29

ATTACHMENTS

1. 117 Axlewood Dr CURA Form
2. 117 Axlewood Dr CURA Map

For Office Use Only	
Date Received:	6/8/2026
Received by:	AT
Staff to make a copy for applicant	

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 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. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

Please Note that the City of Waterloo will never ask you to wire transfer money.

Please fill out the following information for your application to be submitted to the City Council.

NAME:	Becker Rental LLC	SIGNATURE:	Regan Becker
ADDRESS:	101 W. Main St Ossian IA 52161	EMAIL:	regan.becker@acegroup.cc
TELEPHONE:	(563) 532-9120	DATE:	6-8-26

A. What is the *Address* of the property being improved? 117 Axelwood Dr

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
Edison Addition Lot 29

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

Note: Residentially assessed properties receiving the CURA 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. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants?_____ Yes ___X___ No

E. What was the cost of the improvement? ~~$280~~ 290,529

F. Estimated or actual date of completion of these improvements? 10-31-2024

Note: The improvements to your home or business may not change the assessed value.
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

G. City of Waterloo Building and Inspections Department Information:

Permit Number: WA01807 Date permit was issued: 6/20/2024 Total permit(s) valuation: 140,704

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor

AXLEWOOD DR
MAGNOLIA PKWY
ROCK ISLAND AVE
117 Axlewood Dr
HARWOOD AVE
EVERGREEN AVE
MAGNOLIA PKWY
HARWOOD AVE
MAGNOLIA PKWY
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, FAO, NOAA, OpenStreetMap contributors, and the GIS User Co

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request by Jordan Weber and Trevor Kliever, for tax exemptions on the construction of a new single family home valued at $266,500.00, for property located at 119 Axlewood Drive and located in the Consolidated Urban Revitalization Area (CURA).

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 commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

EDISON ADDITION LOT 28

ATTACHMENTS

1. 119 Axlewood Dr CURA Form
2. 119 Axlewood Dr CURA Map

For Office Use Only
Date Received: 3/17/2026
Received by: AT
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 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. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

Please Note that the City of Waterloo will never ask you to wire transfer money.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Jordan Weber & Trevor Kliever **SIGNATURE:** Jordan Weber
ADDRESS: 119 Axlewood Dr **EMAIL:** jordanweber2403@gmail.com
TELEPHONE: 563 608 6312. **DATE:** 3-17-26

A. What is the *Address* of the property being improved? ~~Edison Addition Lot 28~~ 119 Axlewood Dr

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
Edison Addition Lot 28

B. Indicate desired exemption schedule: (1 or 2)

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

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

Note: Residentially assessed properties receiving the CURA 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 single family house

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants?_____ Yes _____ No

E. What was the cost of the improvement? 149 788 (Permit Value, Paid 266,500)

F. Estimated or actual date of completion of these improvements? 2024 CO=10/30/24

Note: The improvements to your home or business may not change the assessed value.
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

G. City of Waterloo Building and Inspections Department Information:

Permit Number: WA098809 Date permit was issued: 06/20/2024 Total permit(s) valuation: 149,788

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

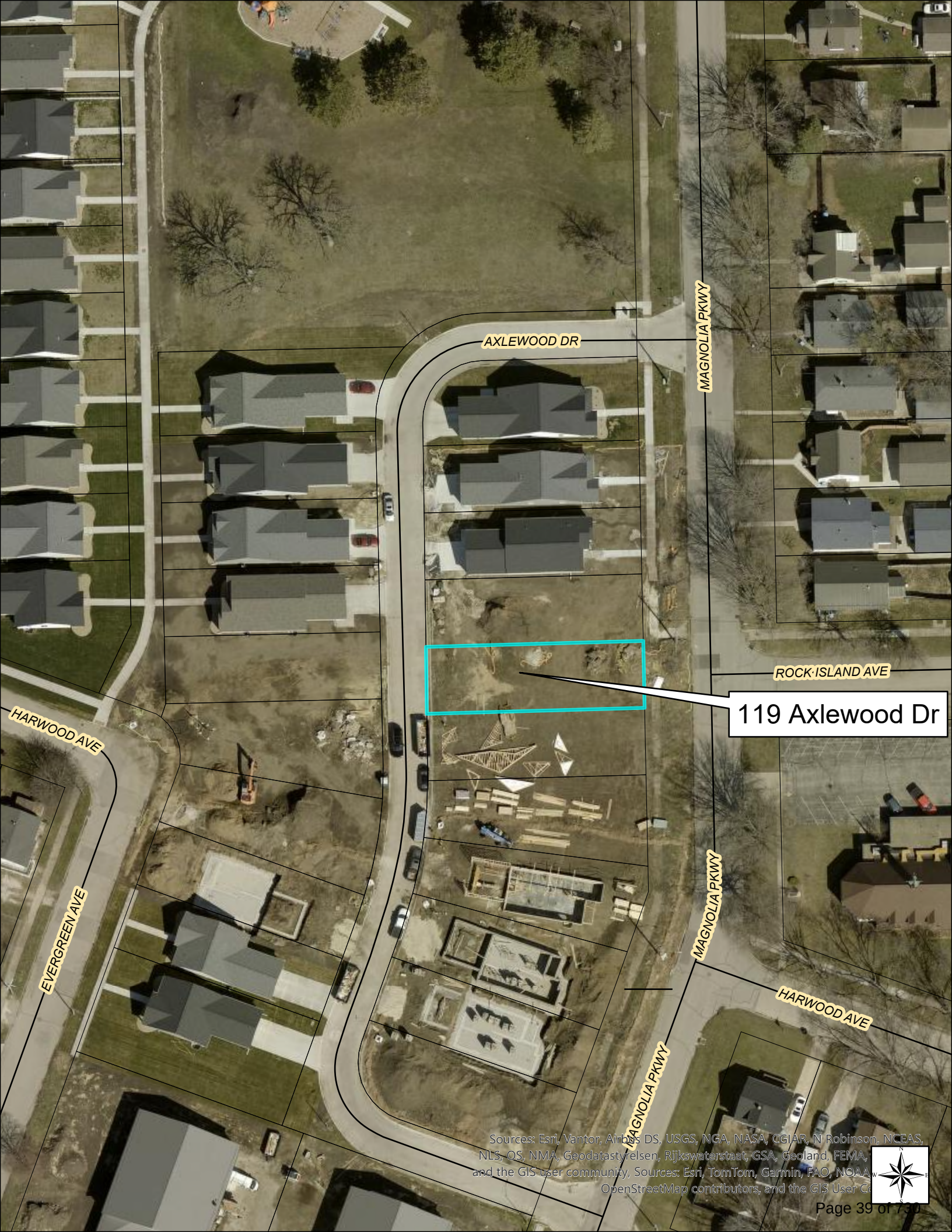
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


AXLEWOOD DR
MAGNOLIA PKWY
ROCK ISLAND AVE
119 Axlewood Dr
HARWOOD AVE
EVERGREEN AVE
MAGNOLIA PKWY
HARWOOD AVE
MAGNOLIA PKWY
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, FAO, NOAA, OpenStreetMap contributors, and the GIS User Co

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request by Evan Baker, for tax exemptions on the construction of a new single family home valued at $300,000.00, for property located at 131 Axlewood Drive and located in the Consolidated Urban Revitalization Area (CURA).

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 commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

EDISON ADDITION LOT 22

ATTACHMENTS

1. 131 Axlewood Dr CURA Form
2. 131 Axlewood Dr CURA Map

For Office Use Only

Date Received: 4/18/2026
Received by: TA
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 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. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Evan Baker
SIGNATURE: E. Baker
ADDRESS: 131 Axlewood Dr Waterloo, IA, 50701
EMAIL: ebaker300@gmail.com
TELEPHONE: 712-675-7748
DATE: 04/17/2026

A. What is the *Address* of the property being improved? 131 Axlewood Dr.

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

Edison Addition, Lot 22

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

Note: Residentially assessed properties receiving the CURA 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)?
Single-Family House

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? _____ Yes _____ No

E. What was the cost of the improvement? $300,000

F. Estimated or actual date of completion of these improvements? 1/24/2025

Note: The improvements to your home or business may not change the assessed value.
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

131 Axlewood Dr
AXLEWOOD DR
MAGNOLIA PKWY
FALLS AVE
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, FAO, NOAA, OpenStreetMap contributors, and the GIS User C

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request by Hanson Brixen, for tax exemptions on the construction of a new single family home valued at $317,999.00, for property located at 1229 West 7th Street and located in the Consolidated Urban Revitalization Area (CURA).

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 commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

WILLISTON FIELD ADDITION LOT 4

ATTACHMENTS

1. 1229 W 7th St CURA Form
2. 1229 W 7th St CURA Map

For Office Use Only	
Date Received:	4/6/2026
Received by:	AT
Staff to make a copy for applicant	

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 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. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Brixen Hanson
ADDRESS: 1229 W 7th St
TELEPHONE: 563-794-0900
SIGNATURE: BH
EMAIL: Brixen Hanson@gmail.com
DATE: 4-6-26

A. What is the *Address* of the property being improved? _____

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

Williston Lot 4 1229 W 7th ST Waterloo IA 50702

B. Indicate desired exemption schedule: (1 or 2)

1. O 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 CURA 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. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? _____ Yes _____ No

E. What was the cost of the improvement? 317,999

F. Estimated or actual date of completion of these improvements? ~~317,999~~ 200 - Sep 12 2025

Note: The improvements to your home or business may not change the assessed value.
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

G. City of Waterloo Building and Inspections Department Information:

Permit Number: WA10751 Date permit was issued: 01/19/2023 Total permit(s) valuation: 260,000

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor

PLEASANT ST
PLEASANT ST
PLEASANT ST
W 7TH ST
W 7TH ST
W 7TH ST
ALLEN ST
ALLEN ST
1229 W 7th St
WILLISTON AVE
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, FAO, NOAA, OpenStreetMap contributors, and the GIS User Co

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request by E & C Investments LLC, for tax exemptions on the construction of a new single family home valued at $173,000.00, for property located at 1131 Bertch Avenue and located in the Consolidated Urban Revitalization Area (CURA).

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 commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

FOREST PARK ADDITION LOT 20 BLK 3

ATTACHMENTS

1. 1131 Bertch Ave CURA Form
2. 1131 Bertch Ave CURA Map

For Office Use Only
Date Received: 5/22/2026
Received by: AT
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 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. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

Please fill out the following information for your application to be submitted to the City Council.

NAME: E&C INVESTMENTS LLC SIGNATURE: [signature]
ADDRESS: 223 WILLOW OAK DR EMAIL: Cesarbarrios507@gmail.com
TELEPHONE: Cedar Falls IA 50613 DATE: 5/22/26
(319) 290-9700

A. What is the *Address* of the property being improved? 1131 BERTCH AVE WATERLOO IA 50702

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

FOREST PARK ADDITION LOT 20 BLK 3

B. Indicate desired exemption schedule: (1 or 2)

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

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

Note: Residentially assessed properties receiving the CURA 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 SINGLE FAMILY DWELLING

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? _____ Yes _____ No

E. What was the cost of the improvement? 173,000

F. Estimated or actual date of completion of these improvements? 5/22/26

Note: The improvements to your home or business may not change the assessed value.
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

G. City of Waterloo Building and Inspections Department Information:

Permit Number: WA06746 Date permit was issued: 10/23/2025 Total permit(s) valuation: 143000

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor

JOHNSON ST
WILLISTON AVE
WILLISTON AVE
HOOVER ST
HOOVER ST
1131 Bertch Ave
BERTCH AVE
BERTCH AVE
HOOVER ST
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, FAO, NOAA, OpenStreetMap contributors, and the GIS User Co

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request by Steve Droste, for tax exemptions on the construction of a new single family home valued at $350,000.00, for property located at 1016 Bishop Avenue and located in the Consolidated Urban Revitalization Area (CURA).

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 commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

SCOTCH GROVE ADDITION LOT 1

ATTACHMENTS

1. 1016 Bishop Ave CURA Form
2. 1016 Bishop Ave CURA Map

For Office Use Only

Date Received: 6/10/2026
Received by: AT
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 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. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

Please Note that the City of Waterloo will never ask you to wire transfer money.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Steve Droste
ADDRESS: 1016 Bishop Ave
TELEPHONE: 319-269-3810
SIGNATURE: Steve Droste
EMAIL: Steved92@mchsi.com
DATE: 6-8-2026

A. What is the *Address* of the property being improved? 1016 Bishop Ave

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
Scotch Grove Addition Lot 1

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

Note: Residentially assessed properties receiving the CURA 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 home

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants?_____ Yes _____ No N/A

E. What was the cost of the improvement? $350K

F. Estimated or actual date of completion of these improvements? 11/7/25

Note: The improvements to your home or business may not change the assessed value.
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

G. City of Waterloo Building and Inspections Department Information:

Permit Number: WA038874 Date permit was issued: 7/17/24 Total permit(s) valuation: 350,000

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor

BISHOP AVE
BISHOP AVE
BISHOP AVE
1016 Bishop Ave
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, FAO, NOAA, OpenStreetMap contributors, and the GIS User C

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request by Black River Bells, for tax exemptions on the construction of a new commercial building valued at $2,400,000.00, for property located at 2065 Logan Avenue and located in the Consolidated Urban Revitalization Area (CURA).

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 commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

AUDITOR BARNES PLAT NO 1 LOT 1 EXC W 380 FT AND E 1/2 LOT 2 EXC HWY

ATTACHMENTS

1. 2065 Logan Ave CURA Form
2. 2065 Logan Ave CURA Map

For Office Use Only
Date Received: 3/12/2026
Received by: AT
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 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. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

Please Note that the City of Waterloo will never ask you to wire transfer money.

Please fill out the following information for your application to be submitted to the City Council.

NAME: BLACK RIVER Bells
ADDRESS: 7915 KENSINGTON CT
TELEPHONE: BRIGHTON MI 48116 248-446-0100
SIGNATURE: Clint Lyders - Peter
EMAIL: clint.lyders@teamlyders.com
DATE: 3/10/26

A. What is the *Address* of the property being improved? 2065 LOGAN AVE

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
AUDITOR BARNES PLAT NO 1 LOT 1 EXC W 380 FT AND E 1/2 LOT 2 EXC HWY

B. Indicate desired exemption schedule: (1 or 2)

1. ____One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. X A partial exemption on the actual value added by improvements according to the following schedule:

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

Note: Residentially assessed properties receiving the CURA 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 TACO Bell BUILDING

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants?_____ Yes ___X___ No

E. What was the cost of the improvement? $ 2,400,000

F. Estimated or actual date of completion of these improvements? 11/27/23

Note: The improvements to your home or business may not change the assessed value.
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

G. City of Waterloo Building and Inspections Department Information:

Permit Number: 2023-00080 Date permit was issued: 6/12/2023 Total permit(s) valuation: 1,300,000

CITY OF WATERLOO OFFICE USE ONLY

____ APPROVED DATED: _____ RESOLUTION NO: _____

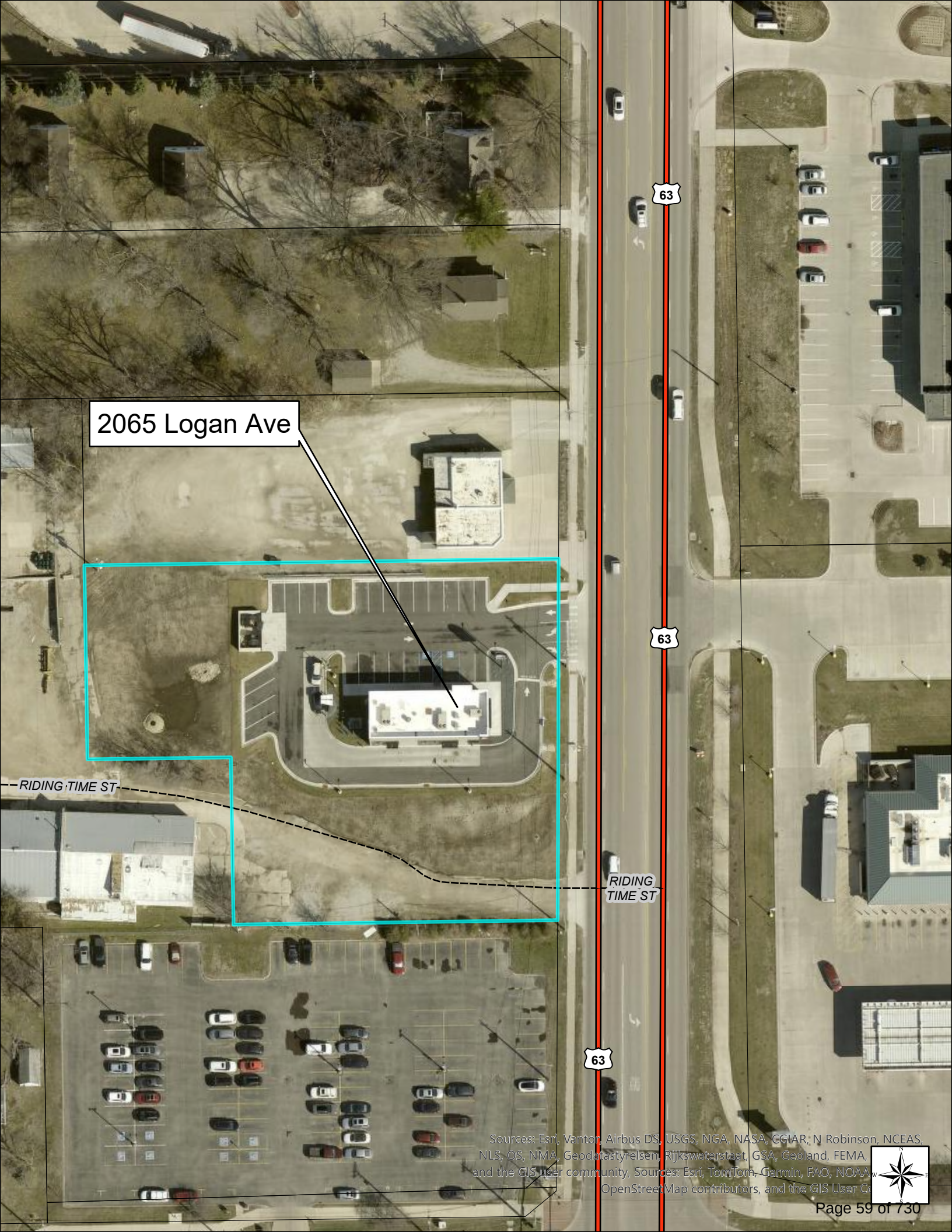
____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

____ APPROVED DATED: _____

____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


2065 Logan Ave
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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, FAO, NOAA, OpenStreetMap contributors, and the GIS User Co

ASSIGNMENT OF REBATES

The undersigned assignors ("Assignors") are parties to a Development Agreement dated April 27, 2015 (the "Agreement") with the City of Waterloo, Iowa, concerning the real property as set forth and legally described in the Agreement.

Subject to the terms of the Agreement, Assignor is entitled to property tax rebates in respect of the Property in an amount determined as set forth in the Agreement.

Assignors do hereby assign to the assignee designated below ("Assignee") all of Assignors' right, title and interest in and to any and all rebates payable in respect of the Property pursuant to the Agreement, effective as to any rebate payable after January 6, 2025.

Assignors hereby waive and release any right, title, and interest in or to any and all rebates payable under the terms of the Agreement.

Assignee acknowledges that no rebate is payable at any given time unless all conditions required by the Agreement for entitlement to such rebate have been satisfied.

[signatures on next page]

ASSIGNOR

SAN MARNAN MANAGEMENT, LTD.
f/k/a VGM Management, Ltd.

By: _____

Title: CFO

Dated: 6/15/26

ASSIGNEE

VGM GROUP, INC.

By: _____

Title: SVP Asset Management

Dated: 6/17/26

ASSIGNOR

GALACTIC Development Corp.
f/k/a VGM Development Corp.

By: _____

Title: CFO

Dated: 6/15/26

Acknowledgment of Assignment:

CITY OF WATERLOO, IOWA

By: _____

Title: _____

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request of Danniel Decker for a waiver for an asphalt driveway, located at 1537 Newell Street, with the elimination of the sidewalk section for asphalt driveways.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Attached is a request for construction of an asphalt driveway with the elimination of the sidewalk section for asphalt driveways.

I have reviewed this request and recommend its approval subject to the following provisions:

1. Work to be performed by an approved and bonded contractor.
2. A permit is to be obtained from the office of the City Engineer prior to construction.
3. All work shall be performed under the supervision of the City Engineer at no cost to the City of Waterloo.

$12.00 for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.

NEIGHBORHOOD IMPACT

This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lot 10 in Country Club Acres, Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. DW Waiver_1537 Newell St

paid online

WAIVER

Date: 6/16/2026

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) Asphalt driveway or sidewalk located at
(concrete or ~~asphalt~~)

1537 Newell Street.
(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.

X elimination of the sidewalk section for asphalt driveways.

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

_____ Other: _____

I agree to the following:

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

Attached herewith is a payment in the amount of twelve dollars ($12.00) for the purpose of recording this agreement.

Respectfully submitted,

Daniel Decker
Printed Name of Property Owner

Daniel Decker
Signature of Property Owner

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request of Half Dozen Properties, LLC, for a waiver for a concrete driveway, located at 806 Upton Avenue, with the elimination of the sidewalk section due to inability to meet grade requirements.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to the inability to meet requirements of the driveway at 806 Upton Avenue.

I have reviewed this request and recommend its approval subject to the following provisions:

1. Work to be performed by an approved and bonded contractor.
2. A permit is to be obtained from the office of the City Engineer prior to construction.
3. All work shall be performed under the supervision of the City Engineer at no cost to the City of Waterloo.

$12.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.

NEIGHBORHOOD IMPACT

This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. DW Waiver_806 Upton Ave

WAIVER

Date: June 11 2026

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)

806/~~808~~ Upton 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).

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

_____ elimination of the sidewalk section for asphalt driveways.

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

_____ Other: _____

I agree to the following:

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

Attached herewith is a payment in the amount of twelve dollars ($12.00) for the purpose of recording this agreement.

Respectfully submitted,

Levi D. Sives
Printed Name of Property Owner
Half Dozen Properties LLC

Levi D. Sives
Signature of Property Owner

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request of Half Dozen Properties, LLC, for a waiver for a concrete driveway, located at 808 Upton Avenue, with the elimination of the sidewalk section due to inability to meet grade requirements.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to the inability to meet requirements of the driveway at 808 Upton Avenue.

I have reviewed this request and recommend its approval subject to the following provisions:

1. Work to be performed by an approved and bonded contractor.
2. A permit is to be obtained from the office of the City Engineer prior to construction.
3. All work shall be performed under the supervision of the City Engineer at no cost to the City of Waterloo.

$12.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.

NEIGHBORHOOD IMPACT

This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. DW Waiver_808 Upton Ave

WAIVER

Date: June 11 2026

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)

808 Upton Avenue.
(Address)

This waiver is needed because of:

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

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

_____ elimination of the sidewalk section for asphalt driveways.

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

_____ Other: _____

I agree to the following:

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

Attached herewith is a payment in the amount of twelve dollars ($12.00) for the purpose of recording this agreement.

Respectfully submitted,

Levi D. Sites
Printed Name of Property Owner

Levi D. Sites
Signature of Property Owner

Half Dozen Properties

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 23, 2026, and date of public hearing as August 3, 2026, in conjunction with Asbestos Abatement Services, Contract AB-2026-07-01P (70 Sycamore Street), and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The property in question, 70 Sycamore 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 a blighted building.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Estimate: $320,000. To be paid from EPA Multipurpose Grant and Downtown TIF funds.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. City of Waterloo - 70 Sycamore Street - Project Manual

PROJECT MANUAL

SPECIFICATIONS FOR ASBESTOS ABATEMENT
Request For Bid (RFB) Contract AB-2026-07-01P

70 Sycamore 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:

July 7, 2026

Report funded by:

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

CERTIFICATIONS PAGE

PROJECT MANUAL

for
Specifications for Asbestos Abatement

70 Sycamore 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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ASBESTOS ABATEMENT
70 SYCAMORE STREET WATERLOO, IOWA 50703

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00 01 05 – CERTIFICATIONS PAGE
00 01 10 – TABLE OF CONTENTS
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SECTION II – INSTRUCTIONS TO BIDDERS
SECTION III – SPECIAL TERMS AND CONDITIONS
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SECTION VI – GENERAL TERMS AND CONDITIONS

Supplemental Specifications
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01 10 00 – SUMMARY
01 30 00 – ADMINISTRATIVE REQUIREMENTS
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APPENDICES
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Exhibit B – Bid Items and Quantities
Exhibit C – Contract for Asbestos Abatement Services
Exhibit D – Property Location Map
Exhibit E – Asbestos Containing Materials Inspection Report
Exhibit F – Asbestos Containing Materials Positive Summary Maps
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 commercial structure located at **70 Sycamore 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, July 23, 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-2026-07-01P

Notice of RFB Date: July 7, 2026

Mandatory Walk Thru Date: **There will be a mandatory walk through on Wednesday, July 8, 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, July 23, 2026, at 1:00 p.m., Central Time**

Submit Sealed Bid to: Address exactly as stated:
SEALED RFB FOR ASBESTOS ABATEMENT SERVICES - CONTRACT AB-2026-07-01P

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, July 23, 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, August 3, 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 August 4, 2026 to October 20, 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: **70 Sycamore Street.**

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 70 Sycamore Street on Wednesday, July 8, 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. 70 Sycamore 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
70 SYCAMORE 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
8. STANDARDS AND CODES
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 August 4, 2026), and must be completed on/by October 20, 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) with 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:

Asbestos Abatement
70 Sycamore 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 70 Sycamore Street, Waterloo, Iowa 50703. The building is slated for 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 October 20, 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 commercial structure located at 70 Sycamore Street, Waterloo, Iowa 50703. The building is slated for 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 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 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 - 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.

C. 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.

D. 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.

E. 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 (Window/Awning – Exterior)

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. 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.

C. Mastic Removal (Wall)

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.

D. Mudded Elbow Removal (Containment)

1. Remove the asbestos containing mudded 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 mudded elbows are to be adequately wetted before and during removal. The mudded 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.

E. Mudded 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.

F. Roof Cork Mastic Removal

1. Remove the asbestos containing roof cork mastic. 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 cork mastic 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.

G. Tar (Parapet/Protrusion) Removal

1. Remove the asbestos containing parapet and protrusion 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 parapet and roof 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.

H. Wall Felt Removal (Interior)

1. Remove the asbestos containing wall felt. 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 wall felt 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.

I. Wall Felt Removal (Exterior)

1. Remove the asbestos containing wall felt. 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 wall felt 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.

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

EXHIBIT A – Signature Page

EXHIBIT "A"

ASBESTOS ABATEMENT
70 SYCAMORE 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 commercial structure located at 70 Sycamore 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
70 SYCAMORE 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 (ENTIRE STRUCTURE)

Material Substance	Location	Asbestos Content	Est. Quantity
Wall Mastic	Room 5 – Including in Debris Pile on Ground	2% Chrysotile	25,800 SF
Wall Felt	Room 6	10% Chrysotile	330 SF
Mudded Pipe Elbow	Room 8	5% Amosite 30% Chrysotile	10 Elbows
Window Caulk	Exterior Side A (North)	2% Chrysotile	80 LF
Parapet Tar	Roof Room 7; Roof Room 13	5% Chrysotile	Room 7: 60 LF Room 13: 495 LF Total: 555 LF
Protrusion Tar	Roof Room10	10% Chrysotile	Total: 15 LF
Wall Felt	Exterior Side A (North)	20% Chrysotile	70 LF
Awning Caulk	Exterior Side A (North)	1.3% Chrysotile	15 LF
Roof Cork Mastic	Roof Room 5	2% Chrysotile	11,960 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	Wall Mastic (on Wall)	SF	$
2	Wall Mastic (On Floor in Debris Pile)	SF	$
3	Wall Felt (Interior)	SF	$
4	Mudded Elbow	Each	$
5	Exterior Window Caulk	LF	$
6	Parapet Tar	LF	$
7	Protrusion Tar	LF	$
8	Exterior Wall Felt	LF	$
9	Exterior Awning Caulk	LF	$
10	Roof Cork Mastic	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
70 SYCAMORE STREET, WATERLOO, IOWA 50703

CONTRACT FOR ASBESTOS ABATEMENT SERVICES

This Contract for Asbestos Abatement and Disposal Services (the "Contract") is entered into as of August 4, 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 August 4, 2026 thru October 20, 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

SE 1/4 of SE 1/4 of Section 23, Township 89 N, Range 13 W

Eocene Environmental Group

DESCRIPTION

City of Waterloo
70 Sycamore St.
Waterloo, IA, 50703

Source: Esri Imagery
Coordinate System:WGS 1984 Web Mercator Auxiliary Sphere
Date Exported: 11/21/2025

LEGEND

Site

N

0 0.05 0.1 Miles

EXHIBIT E – Asbestos Containing Materials Inspection Report

ASBESTOS CONTAINING MATERIALS INSPECTION

70 Sycamore Street
Waterloo, Iowa 50703

Prepared for:

City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Prepared by:

Eocene Environmental Group
8951 Windsor Parkway
Johnston, Iowa 50131

Report date:

November 19, 2025

Report funded by:

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

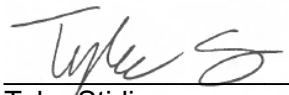
ASBESTOS CONTAINING MATERIALS INSPECTION

70 Sycamore Street
Waterloo, Iowa 50703

Prepared and Inspected by:

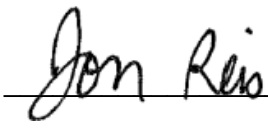
Leon Johnson
Project Manager I
Iowa Certified Asbestos Inspector: 25-12831I

Inspected by:



Tyler Stirling
Environmental Specialist I
Iowa Certified Asbestos Inspector: 25-13757I

Reviewed by:



Jon Reis
Project Manager III
Iowa Certified Asbestos Inspector: 25-12880I

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1.0 EXECUTIVE SUMMARY

Eocene Environmental Group, Inc. (Eocene) completed an Asbestos Containing Materials (ACM) Inspection on October 16 and 17, 2025, of a vacant former cold storage warehouse located at 70 Sycamore Street, Waterloo, Iowa 50703 (Property). The purpose of this ACM Inspection is to document the presence of ACMs and assist the building owner in facilitating renovation or demolition activities of the building.

Asbestos was detected in twelve (12) samples of the seventy-six (76) samples collected from various building components within the Property's interior and exterior. See Table 1 for additional information. ACMs include:

- Wall Mastic
- Wall Felt(s)
- Mudded Elbow(s)
- Window Caulk
- Parapet Tar(s)
- Protrusion Tar
- Awning Caulk
- Roof Cork Mastic

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:

70 Sycamore 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: Jon Reis	State of Iowa License	25-12880I
Inspector & Report Preparer: Leon Johnson	State of Iowa License	25-12831I
Inspector: 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 cold storage warehouse building constructed in 1931. The building has a footprint of approximately 16,422 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.

- There were no limitations encountered during this ACM inspection.

5.0 INSPECTION ACTIVITIES

Iowa certified asbestos inspectors from Eocene collected seventy-six (76) samples on October 16 and 17, 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
05	Wall Mastic	Misc	N	Black	1	Room 5	2% Chrysotile	25,800 SF
10	Wall Felt	Misc	N	Black	1	Room 6	10% Chrysotile	330 SF
21ABC	Mudded Elbow	TSI	Y	White	1	Room 8	5% Amosite 30% Chrysotile	10 EA
23	Window Caulk	Misc	N	Gray	Ext	Side A (North)	2% Chrysotile	80 LF
24	Parapet Tar	Misc	N	Black	Roof	Roof Room 7	5% Chrysotile	60 LF
27	Protrusion Tar	Misc	N	Black	Roof	Roof Room 10	10% Chrysotile	15 LF
29	Parapet Tar	Misc	N	Black	Roof	Roof Room 13	5% Chrysotile	495 LF
39	Wall Felt	Misc	N	Black	Ext	Side A (North)	20% Chrysotile	70 LF
42	Awning Caulk	Misc	N	Gray	Ext	Side A (North)	1.3% Chrysotile	15 LF
46	Roof Cork Mastic	Misc	Y	Black	Roof	Roof Room 5	2% Chrysotile	11,960 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

Twelve (12) bulk material samples were analyzed greater than 1% asbestos. For those samples the laboratory identified as containing less than 1% asbestos, they were further analyzed via point count analysis. Samples determined to contain less than 1% asbestos via point count were included in Table 2 (non-asbestos containing material sample list). ACMs include wall mastic, wall felt(s), mudded elbow(s), window caulk, parapet tar(s), protrusion tar, awning caulk, and roof cork mastic. 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
01	Drywall	Misc	N	White	1	Room 1	ND
02	Window Caulk	Misc	N	Gray	1	Room 1	ND
03AC	Wall Plaster	Surf	N	Gray	1	Room 5 & 11	0.25% Chrysotile*
03BDFG	Wall Plaster	Surf	N	Gray	1	Room 5 & 11	<0.25% Chrysotile*
03E	Wall Plaster	Surf	N	Gray	1	Room 5 & 11	0.50% Chrysotile*
04ABCDEFG	Wall Skim Coat	Surf	N	White	1	Room 5 & Room 11	<0.25% Chrysotile*
06	Wall Cork	Misc	N	Brown	1	Room 5	ND
07	Door Gasket	Misc	N	Brown	1	Room 5	ND
08ABC	Wall Insulation	Misc	N	Gray	1	Room 13	ND
09AF	Wall Plaster	Surf	N	Gray	1	Room 11 & 12	0.50% Chrysotile
09BCE	Wall Plaster	Surf	N	Gray	1	Room 11 & 12	<0.25% Chrysotile
09DG	Wall Plaster	Surf	N	Gray	1	Room 11 & 12	0.25% Chrysotile
11	Door Gasket	Misc	N	White	1	Room 11	ND
12	Door Gasket	Misc	N	White	1	Room 11	ND
13	Wall Foam Adhesive	Misc	N	Yellow	1	Room 11	ND
14	Door Foam Adhesive	Misc	N	Yellow	1	Room 7	ND
15	Door Caulk	Misc	N	White	1	Room 11	ND
16	2'x4' Ceiling Tile	Misc	Y	White	1	Room 7	ND
17	2'x4' Drywall Ceiling Tile	Misc	N	White	1	Room 7	ND

*Analyzed via point count and not classified as RACM by the EPA

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
18ABC	Pipe Insulation	TSI	Y	White	1	Room 7	ND
19ABC	Pipe Valve Insulation	TSI	Y	White	1	Room 7	ND
20ABC	Pipe Valve Insulation	TSI	N	Black	1	Room 7	ND
22ABC	Mudded Elbow Wrap	TSI	Y	Gray	1	Room 8	ND
25	Roof Tar	Misc	N	Black	R	Roof Room 8	ND
26	Roof Insulation	Misc	N	Brown	R	Roof Room 9	ND
28	Wall Tar	Misc	N	Black	Ext	Exterior Room 11	ND
30	Roof Patch Caulk	Misc	N	White	R	Roof Room 13	ND
31	Roof Tar	Misc	N	Black	R	Roof Room 13	ND
32	Roof Cork Mastic	Misc	N	Black	R	Roof Room 13	ND
33	Roof Caulk	Misc	N	Black	R	Roof Room 13	ND
34	Roof Caulk	Misc	N	White	R	Roof Room 4	ND
35	Roof Felt	Misc	N	Black	R	Roof Room 4	ND
36	Door Frame Caulk	Misc	N	White	Ext	Room 7	ND
37	Wall Seam Caulk	Misc	N	Gray	Ext	Side A – NE Corner	ND
38	Wall Tar	Misc	N	Black	Ext	Side A (North)	ND
40	Wall Panel Felt	Misc	N	Black	Ext	Side A (North)	ND
41	Window Caulk	Misc	N	White	Ext	Side C (South)	ND
43	Window Caulk	Misc	N	White	Ext	Side C (South)	ND
44	12”x12” Floor Tile	Misc	N	Beige	1	Room 1	ND
45	Floor Tile Adhesive	Misc	N	Yellow	1	Room 1	ND

*Analyzed via point count and not classified as RACM by the EPA

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 twelve (12) of the bulk material samples collected from the former cold storage warehouse located at 70 Sycamore Street, Waterloo, Iowa 50703. ACMs include wall mastic, wall felt(s), mudded elbow(s), window caulk, parapet tar(s), protrusion tar, awning caulk, and roof cork mastic. Based on the results of the data collected during the assessment, the building requires further action prior to demolition or renovation.

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

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

Eocene SM
Environmental Group

Certificate of Completion

TYLER STIRLING

DOB: 11-21-1996

Issued: 08-18-2025

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.

certifies that

Tyler Stirling

License Type	Number	Expires
INSPECTOR	25-13757	08-07-2026
SUPERVISOR	25-13758	07-31-2026

IOWA

Asbestos

Larry Johnson, Jr.
Labor Commissioner

has successfully completed and passed the associated examination for the

Asbestos Inspector Annual Review

course accredited by the State of Missouri and conducted in accordance with the requirements of 40 CFR 763. The person receiving this certificate has completed the required training for asbestos certification under TSCA Title II.

Course Date: September 12, 2025
Examination Date: September 12, 2025
Expiration Date: September 12, 2026
Course Location: 8951 Windsor Parkway, Johnston, Iowa
Certificate Number: 091225-INR-01

Instructor
8951 Windsor Parkway
Johnston, IA 50131
515-473-6256

JONATHAN REIS

DOB: 02-13-1984

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
INSPECTOR	25-12880	12-13-2025
PROJECT DESIGNER	25-12881	01-13-2026
SUPERVISOR	24-11399	01-17-2025

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: 162513651
Customer ID: IMPA25
Customer PO: 20450434
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: 10/20/2025 10:20 AM
Analysis Date: 10/23/2025
Collected Date: 10/16/2025

Project: City of Waterloo - 70 Sycamore Street - Full - Sampler Initials (Lj) – 10/17/2025

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**
01 *162513651-0001*	DRYWALL, WHITE, 1, ROOM 1	White/Black Non-Fibrous Homogeneous		95% Gypsum 5.0% Non-fibrous (Other)	**None Detected**
02 *162513651-0002*	WINDOW CAULK, WHITE, 1, ROOM 1	Gray/White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
03A *162513651-0003*	WALL PLASTER, GRAY, 1, ROOM 5	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
03B *162513651-0004*	WALL PLASTER, GRAY, 1, ROOM 5	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
03C *162513651-0005*	WALL PLASTER, GRAY, 1, ROOM 5	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
04A *162513651-0006*	WALL SKIM COAT, WHITE, 1, ROOM 5	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
04B *162513651-0007*	WALL SKIM COAT, WHITE, 1, ROOM 5	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
04C *162513651-0008*	WALL SKIM COAT, WHITE, 1, ROOM 5	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
05 *162513651-0009*	WALL MASTIC, BLACK, 1, ROOM 5	Black Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**

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EMSL Order: 162513651
Customer ID: IMPA25
Customer PO: 20450434
Project ID:

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Analysis Date: 10/23/2025
Collected Date: 10/16/2025

Project: City of Waterloo - 70 Sycamore Street - Full - Sampler Initials (Lj) – 10/17/2025

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**
06 *162513651-0010*	WALL CORK, BROWN, 1, ROOM 5	Brown Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
07 *162513651-0011*	DOOR GASKET, BLACK, 1, ROOM 5	Brown/Black Fibrous Homogeneous	20% Cellulose	80.0% Non-fibrous (Other)	**None Detected**
08A *162513651-0012*	WALL INSULATION, GRAY, 1, ROOM 13	Gray Fibrous Homogeneous	20% Cellulose 20% MinWool	60.0% Non-fibrous (Other)	**None Detected**
08B *162513651-0013*	WALL INSULATION, GRAY, 1, ROOM 13	Gray Fibrous Homogeneous	20% Cellulose 20% MinWool	60.0% Non-fibrous (Other)	**None Detected**
08C *162513651-0014*	WALL INSULATION, GRAY, 1, ROOM 13	Gray Fibrous Homogeneous	20% Cellulose 20% MinWool	60.0% Non-fibrous (Other)	**None Detected**
09A *162513651-0015*	WALL PLASTER, GRAY, 1, ROOM 12	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
09B *162513651-0016*	WALL PLASTER, GRAY, 1, ROOM 12	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
09C *162513651-0017*	WALL PLASTER, GRAY, 1, ROOM 12	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
09D *162513651-0018*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**

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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**
09E *162513651-0019*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
09F *162513651-0020*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
09G *162513651-0021*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
10 *162513651-0022*	WALL FELT, BLACK, 1, ROOM 6	Black Fibrous Homogeneous	50% Cellulose	40.0% Non-fibrous (Other)	**10% Chrysotile**
11 *162513651-0023*	DOOR GASKET, WHITE, 1, ROOM 11	White Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
12 *162513651-0024*	DOOR GASKET, WHITE, 1, ROOM 11	White Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
13 *162513651-0025*	WALL FOAM ADHESIVE, YELLOW, 1, ROOM 11	Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
03D *162513651-0026*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
03E *162513651-0027*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**

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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**
03F *162513651-0028*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
03G *162513651-0029*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
04D *162513651-0030*	WALL SKIM COAT, WHITE, 1, ROOM 11	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
04E *162513651-0031*	WALL SKIM COAT, WHITE, 1, ROOM 11	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
04F *162513651-0032*	WALL SKIM COAT, WHITE, 1, ROOM 11	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
04G *162513651-0033*	WALL SKIM COAT, WHITE, 1, ROOM 11	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<1% Chrysotile**
14 *162513651-0034*	DOOR FOAM ADHESIVE, YELLOW, 1, ROOM 7	Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
15 *162513651-0035*	DOOR CAULK, WHITE, 1, ROOM 11	Gray Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
16 *162513651-0036*	2'X4' CEILING TILE, WHITE, 1, ROOM 7	Gray Fibrous Homogeneous	70% Cellulose 10% MinWool	15% Perlite 5.0% Non-fibrous (Other)	**None Detected**

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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**
17 *162513651-0037*	2'X4' DRYWALL CEILING TILE, WHITE, 1, ROOM 7	Brown/White Fibrous Heterogeneous	20% Cellulose 2% Glass	70% Gypsum 2% Mica 6.0% Non-fibrous (Other)	**None Detected**
18A *162513651-0038*	PIPE INSULATION, BROWN, 1, ROOM 7	White/Red Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
18B *162513651-0039*	PIPE INSULATION, BROWN, 1, ROOM 7	White/Red Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
18C *162513651-0040*	PIPE INSULATION, BROWN, 1, ROOM 7	White/Red Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
19A *162513651-0041*	PIPE VALVE INSULATION, BROWN. 1. ROOM 7	Brown Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
19B *162513651-0042*	PIPE VALVE INSULATION, BROWN. 1. ROOM 7	Brown Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
19C *162513651-0043*	PIPE VALVE INSULATION, BROWN. 1. ROOM 7	Brown Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
20A *162513651-0044*	PIPE VALVE INSULATION, BLACK. 1. ROOM 7	Gray/White/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
20B *162513651-0045*	PIPE VALVE INSULATION, BLACK. 1. ROOM 7	Gray/White/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**
20C *162513651-0046*	PIPE VALVE INSULATION, BLACK. 1. ROOM 7	Gray/White/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21A *162513651-0047*	MUDDED ELBOW, WHITE, ,1, ROOM 8	Tan Fibrous Homogeneous		65.0% Non-fibrous (Other)	**5% Amosite** **30% Chrysotile**
21B *162513651-0048*	MUDDED ELBOW, WHITE, ,1, ROOM 8	Tan Non-Fibrous Homogeneous		65.0% Non-fibrous (Other)	**5% Amosite** **30% Chrysotile**
21C *162513651-0049*	MUDDED ELBOW, WHITE, ,1, ROOM 8	Tan Fibrous Homogeneous		65.0% Non-fibrous (Other)	**5% Amosite** **30% Chrysotile**
22A *162513651-0050*	MUDDED ELBOW WRAP, WHITE, 1, ROOM 8	Gray/Tan/Yellow Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
22B *162513651-0051*	MUDDED ELBOW WRAP, WHITE, 1, ROOM 8	Gray/Tan/Yellow Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
22C *162513651-0052*	MUDDED ELBOW WRAP, WHITE, 1, ROOM 8	Gray/Tan/Yellow Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
23 *162513651-0053*	WINDOW CAULK, GRAY, EXTERIOR, SIDE A	Gray/Blue Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**
24 *162513651-0054*	PARAPET TAR, GRAY, ROOF, ROOM 7	Gray/Black Fibrous Homogeneous	20% Glass	75.0% Non-fibrous (Other)	**5% Chrysotile**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
25 *162513651-0055*	ROOF TAR, BLACK, ROOF, ROOM 8	Black Fibrous Homogeneous	30% Glass	70.0% Non-fibrous (Other)	**None Detected**
26 *162513651-0056*	ROOF INSULATION, BROWN , ROOF, ROOM 9	Brown Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
27 *162513651-0057*	PROTRUSION TAR, GRAY, ROOF, ROOM 10	Gray/Black Non-Fibrous Homogeneous		90.0% Non-fibrous (Other)	**10% Chrysotile**
28 *162513651-0058*	WALL TAR, BLACK, EXT, ROOM 11 WALL B	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
29 *162513651-0059*	PARAPET TAR, BLACK, ROOF, ROOM 13	Black Non-Fibrous Homogeneous	10% Glass	85.0% Non-fibrous (Other)	**5% Chrysotile**
30 *162513651-0060*	ROOF PATCH CAULK, WHITE, ROOF, ROOM 13	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
31 *162513651-0061*	ROOF TAR, BLACK, ROOF, ROOM 13	Black Non-Fibrous Homogeneous	10% Cellulose	90.0% Non-fibrous (Other)	**None Detected**
32 *162513651-0062*	ROOF CORK MASTIC, BLACK, ROOF, ROOM 13	Black Fibrous Homogeneous	20% Cellulose	80.0% Non-fibrous (Other)	**None Detected**
33 *162513651-0063*	ROOF CAULK, BLACK, ROOF, ROOM 13	White/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**
34 *162513651-0064*	ROOF CAULK, WHITE, ROOF, ROOM 4	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
35 *162513651-0065*	ROOF FELT, BLACK, ROOF, ROOM 4	Black Fibrous Homogeneous	60% Cellulose 10% Glass	30.0% Non-fibrous (Other)	**None Detected**
36 *162513651-0066*	DOOR FRAME CAULK, WHITE, EXTERIOR, ROOM 7 - LOADING DOCK DOORS	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
37 *162513651-0067*	WALL SEAM CAULK, GRAY, EXTERIOR, WALL A - NE CORNER	Gray/White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
38 *162513651-0068*	WALL TAR, BLACK, EXTERIOR, WALL A	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
39 *162513651-0069*	WALL FELT, GRAY, EXTERIOR, WALL A	White/Black Fibrous Homogeneous	40% Cellulose	40.0% Non-fibrous (Other)	**20% Chrysotile**
40 *162513651-0070*	WALL PANEL FELT, WHITE, EXTERIOR, WALL A	White/Black Fibrous Homogeneous	80% Glass	20.0% Non-fibrous (Other)	**None Detected**
41 *162513651-0071*	WINDOW CAULK, WHITE, EXTERIOR, WALL C	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
42 *162513651-0072*	AWNING CAULK, GRAY, EXT, EXTERIOR, WALL A	Gray 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: 10/23/2025 13:19:03

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: 162513651
Customer ID: IMPA25
Customer PO: 20450434
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: 10/20/2025 10:20 AM
Analysis Date: 10/23/2025
Collected Date: 10/16/2025

Project: City of Waterloo - 70 Sycamore Street - Full - Sampler Initials (Lj) – 10/17/2025

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**
43 *162513651-0073*	WINDOW CAULK, WHITE, EXTERIOR, WALL C	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
44 *162513651-0074*	12"X12" FLOOR TILE, WHITE, 1, ROOM 1	Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
45 *162513651-0075*	FLOOR TILE ADHESIVE, YELLOW,. 1, ROOM 1	Yellow Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
46 *162513651-0076*	ROOF CORK MASTIC, BLACK, ROOF, ROOM 13	Black Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**

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http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order:	162513651
Customer ID:	IMPA25
Customer PO:	20450434
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:	10/20/2025 10:20 AM
		Analysis Date:	10/23/2025
		Collected Date:	10/16/2025

Project: City of Waterloo - 70 Sycamore Street - Full - Sampler Initials (Lj) – 10/17/2025

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:	10/20/2025	Sample Receipt Time:	10:20 AM
Analysis Completed Date:	10/23/2025	Analysis Completed Time:	12:39 PM

Analyst(s):

Hannah Morgan

Hannah Morgan PLM (76)

Samples Reviewed and approved by:

Melissa Newkirk

Asbestos Laboratory Manager
or other approved signatory

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Project: City of Waterloo - 70 Sycamore Street - Full - Sampler Initials (Lj) – 10/17/2025

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. Quantitation using 400 Point Count Procedure

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
03A *162513651-0003*	WALL PLASTER, GRAY, 1, ROOM 5	Gray Non-Fibrous Homogeneous		20% Quartz 79.75% Non-fibrous (Other)	**0.25%** Chrysotile
03B *162513651-0004*	WALL PLASTER, GRAY, 1, ROOM 5	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** Chrysotile
03C *162513651-0005*	WALL PLASTER, GRAY, 1, ROOM 5	Gray Non-Fibrous Homogeneous		20% Quartz 79.75% Non-fibrous (Other)	**0.25%** Chrysotile
04A *162513651-0006*	WALL SKIM COAT, WHITE, 1, ROOM 5	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** Chrysotile
04B *162513651-0007*	WALL SKIM COAT, WHITE, 1, ROOM 5	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** Chrysotile
04C *162513651-0008*	WALL SKIM COAT, WHITE, 1, ROOM 5	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** Chrysotile
09A *162513651-0015*	WALL PLASTER, GRAY, 1, ROOM 12	Gray Non-Fibrous Homogeneous		20% Quartz 79.50% Non-fibrous (Other)	**0.50%** Chrysotile
09B *162513651-0016*	WALL PLASTER, GRAY, 1, ROOM 12	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** Chrysotile
09C *162513651-0017*	WALL PLASTER, GRAY, 1, ROOM 12	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** Chrysotile

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Initial report from: 10/27/2025 10:13:24

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Project: City of Waterloo - 70 Sycamore Street - Full - Sampler Initials (Lj) – 10/17/2025

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. Quantitation using 400 Point Count Procedure

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
09D *162513651-0018*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 79.75% Non-fibrous (Other)	**0.25%** **Chrysotile**
09E *162513651-0019*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** **Chrysotile**
09F *162513651-0020*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 79.50% Non-fibrous (Other)	**0.50%** **Chrysotile**
09G *162513651-0021*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 79.75% Non-fibrous (Other)	**0.25%** **Chrysotile**
03D *162513651-0026*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** **Chrysotile**
03E *162513651-0027*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 79.50% Non-fibrous (Other)	**0.50%** **Chrysotile**
03F *162513651-0028*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** **Chrysotile**
03G *162513651-0029*	WALL PLASTER, GRAY, 1, ROOM 11	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** **Chrysotile**
04D *162513651-0030*	WALL SKIM COAT, WHITE, 1, ROOM 11	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** **Chrysotile**

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Project: City of Waterloo - 70 Sycamore Street - Full - Sampler Initials (Lj) – 10/17/2025

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. Quantitation using 400 Point Count Procedure

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
04E *162513651-0031*	WALL SKIM COAT, WHITE, 1, ROOM 11	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** **Chrysotile**
04F *162513651-0032*	WALL SKIM COAT, WHITE, 1, ROOM 11	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** **Chrysotile**
04G *162513651-0033*	WALL SKIM COAT, WHITE, 1, ROOM 11	White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**<0.25%** **Chrysotile**

Analyst(s)
Hannah Morgan (21)

Melissa Newkirk
Asbestos Laboratory Manager
or other approved signatory

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Project: **City of Waterloo - 70 Sycamore Street - Full - Sampler Initials (Lj) – 10/17/2025**

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 with Gravimetric Reduction. Quantitation using 400 Point Count Procedure.

SAMPLE ID	DESCRIPTION	APPEARANCE	(%) Matrix Organic	(%) Matrix Acid	NON- ASBESTOS % Fibrous	NON- ASBESTOS % NON-FIBROUS	ASBESTOS % TYPES
42 *162513651-0072*	AWNING CAULK, GRAY, EXT, EXTERIOR, WALL A	Gray Non-Fibrous Homogeneous	60.5	16.4		21.8 Non-fibrous (other)	1.3 Chrysotile

Analyst(s)
Ross Matlock (1)

Asbestos Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, A2LA Accredited - Certificate #2845.25

Initial report from 10/27/2025 15:54:05

OrderID: 162513651

Ship Date:

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody EMSL Order Number

(Lab Use Only)

162513651

6340 Castleplace Dr.
Indianapolis, IN 46250
Phone: (317)803-2997 Fax:
(317)803-3047

Company: Eocene Environmental Group, Inc	☑ **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: 515-685-2236**
Email Address: ljohnson@eocene.com	**Please Provide results: EMAIL**
Project Name: City of Waterloo - 70 Sycamore Street – Full – Sampler Initials (LJ) – 10/17/2025	
Project Number: 20450434	
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: NAME 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
01	Drywall	White	1	Room 1	10/16/25
02	Window Caulk	White	1	Room 1	10/16/25
03ABC	Wall Plaster	Gray	1	Room 5	10/16/25
04ABC	Wall Skim Coat	White	1	Room 5	10/16/25
05	Wall Mastic	Black	1	Room 5	10/16/25
06	Wall Cork	Brown	1	Room 5	10/16/25
07	Door Gasket	Black	1	Room 5	10/16/25
08ABC	Wall Insulation	Gray	1	Room 13	10/16/25
09ABC	Wall Plaster	Gray	1	Room 12	10/16/25
09DEFG	Wall Plaster	Gray	1	Room 11	10/16/25
10	Wall Felt	Black	1	Room 6	10/16/25
11	Door Gasket	White	1	Room 11	10/16/25
12	Door Gasket	White	1	Room 11	10/16/25
13	Wall Foam Adhesive	Yellow	1	Room 11	10/16/25
03DEFG	Wall Plaster	Gray	1	Room 11	10/16/25
04DEFG	Wall Skim Coat	White	1	Room 11	10/16/25
14	Door Foam Adhesive	Yellow	1	Room 7	10/16/25
15	Door Caulk	White	1	Room 7	10/16/25
16	2'x4' Ceiling Tile	White	1	Room 7	10/16/25
17	2'x4' Drywall Ceiling Tile	White	1	Room 7	10/16/25
18ABC	Pipe Insulation	Brown	1	Room 7	10/16/25
19ABC	Pipe Valve Insulation	Brown	1	Room 7	10/16/25
20ABC	Pipe Valve Insulation	Black	1	Room 7	10/16/25
21ABC	Mudded Elbow	White	1	Room 8	10/16/25
22ABC	Mudded Elbow Wrap	White	1	Room 8	10/16/25
23	Window Caulk	Gray	Ext	Side A	10/17/25
24	Parapet Tar	Gray	Roof	Room 7	10/17/25

Ship Date:

25	Roof Tar	Black	Roof	Room 8	10/17/25
26	Roof Insulation	Brown	Roof	Room 9	10/17/25
27	Protrusion Tar	Gray	Roof	Room 10	10/17/25
28	Wall Tar	Black	Ext	Room 11 Wall B	10/17/25
29	Parapet Tar	Black	Roof	Room 13 Wall D	10/17/25
30	Roof Patch Caulk	White	Roof	Room 13	10/17/25
31	Roof Tar	Black	Roof	Room 13	10/17/25
32	Roof Cork Mastic	Black	Roof	Room 13	10/17/25
33	Roof Caulk	Black	Roof	Room 4	10/17/25
34	Roof Caulk	White	Roof	Room 4	10/17/25
35	Roof Felt	Black	Roof	Room 4	10/17/25
36	Door Frame Caulk	White	Ext	Room 7 - Loading Dock Doors	10/17/25
37	Wall Seam Caulk	Gray	Ext	Wall A - NE Corner	10/17/25
38	Wall Tar	Black	Ext	Wall A	10/17/25
39	Wall Felt	Gray	Ext	Wall A	10/17/25
40	Wall Panel Felt	White	Ext	Wall A	10/17/25
41	Window Caulk	White	Ext	Wall C	10/17/25
42	Awning Caulk	Gray	Ext	Wall A	10/17/25
43	Window Caulk	White	Ext	Wall C	10/17/25
44	12"x12" Floor Tile	White	1	Room 1	10/17/25
45	Floor Tile Adhesive	Yellow	1	Room 1	10/17/25
46	Roof Cork Mastic	Black	Roof	Room 13	10/17/25

Client Sample # (s):	01 through 46			**Total #:**	
Relinquished (Client):	Leon Johnson	**Date:**	10/17/2025	**Time:**	16:00
Received (Lab):	[signature]	**Date:**	10-20-25	**Time:**	10:10 AM
Comments/Special Instructions:	**PLEASE SAMPLE ALL LAYERS, ADHESIVES, TEXTURES, ETC. Thanks!** Please Email only to ljohnson@eocene.com				

APPENDIX C

Property Photographs

Photograph table includes photos of all asbestos-containing materials.

10/16/2025 **Photographer:** **Tyler Stirling**	**Asbestos Containing Materials Inspection** **70 Sycamore Street** **Waterloo, Iowa 50703**
Photo #1 **Description:** ACM Black Wall Mastic **Location:** 1st Floor, Room 5 **Sample #:** 05	
Photo #2 **Description:** ACM Black Wall Felt **Location:** 1st Floor, Room 6 **Sample #:** 10	

Photograph table includes photos of all asbestos-containing materials.

10/16/2025 **Photographer:** **Tyler Stirling/Leon Johnson**	**Asbestos Containing Materials Inspection** **70 Sycamore Street** **Waterloo, Iowa 50703**
Photo #3 **Description:** ACM White Mudded Elbow(s) **Location:** 1st Floor, Room 8 **Sample #s:** 21ABC	
Photo #4 **Description:** ACM Gray Window Caulk **Location:** Exterior Side A (North) **Sample #:** 23	

Photograph table includes photos of all asbestos-containing materials.

10/17/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection 70 Sycamore Street Waterloo, Iowa 50703
Photo #5 **Description:** ACM Black Parapet Tar **Location:** Roof Room 7 **Sample #:** 24	
Photo #6 **Description:** ACM Black Protrusion Tar **Location:** Roof Room 10 **Sample #:** 27	

Photograph table includes photos of all asbestos-containing materials.

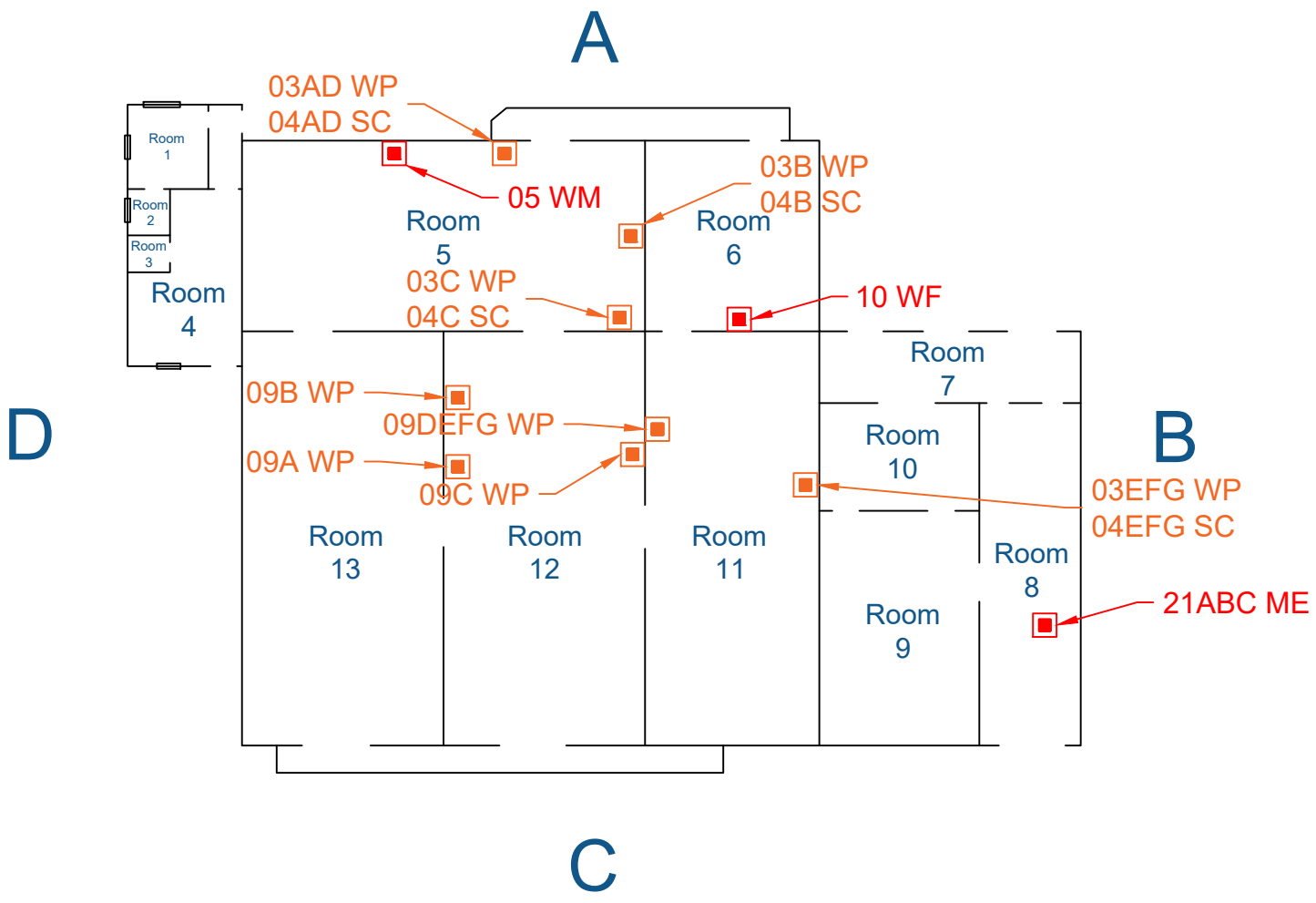
10/17/2025 **Photographer:** **Tyler Striling/Leon Johnson**	**Asbestos Containing Materials Inspection** **70 Sycamore Street** **Waterloo, Iowa 50703**
Photo #7 **Description:** ACM Black Parapet Tar **Location:** Roof Room 13 **Sample #:** 29	
Photo #8 **Description:** ACM Black Wall Felt **Location:** Exterior Side A (North) **Sample #:** 39	

Photograph table includes photos of all asbestos-containing materials.

10/17/2025 Photographer: Tyler Stirling	Asbestos Containing Materials Inspection 70 Sycamore Street Waterloo, Iowa 50703
Photo #9 **Description:** ACM Gray Awning Caulk **Location:** Exterior Side A (North) **Sample #:** 42	
Photo #10 **Description:** ACM Black Roof Cork Mastic **Location:** Roof Room 5 **Sample #:** 46	

APPENDIX D

Sample Location Map(s)



Asbestos Legend	
Label	Material Substance
WM	Wall Mastic
WF	Wall Felt
ME	Mudded Elbow
WP	Wall Plaster
WC	Window Caulk
AC	Awning Caulk
PT	Parapet Tar
PRT	Protrusion Tar
RCM	Roof Cork Mastic
SC	Skim Coat

Legend

- Positive ACM
- Non-Regulated ACM

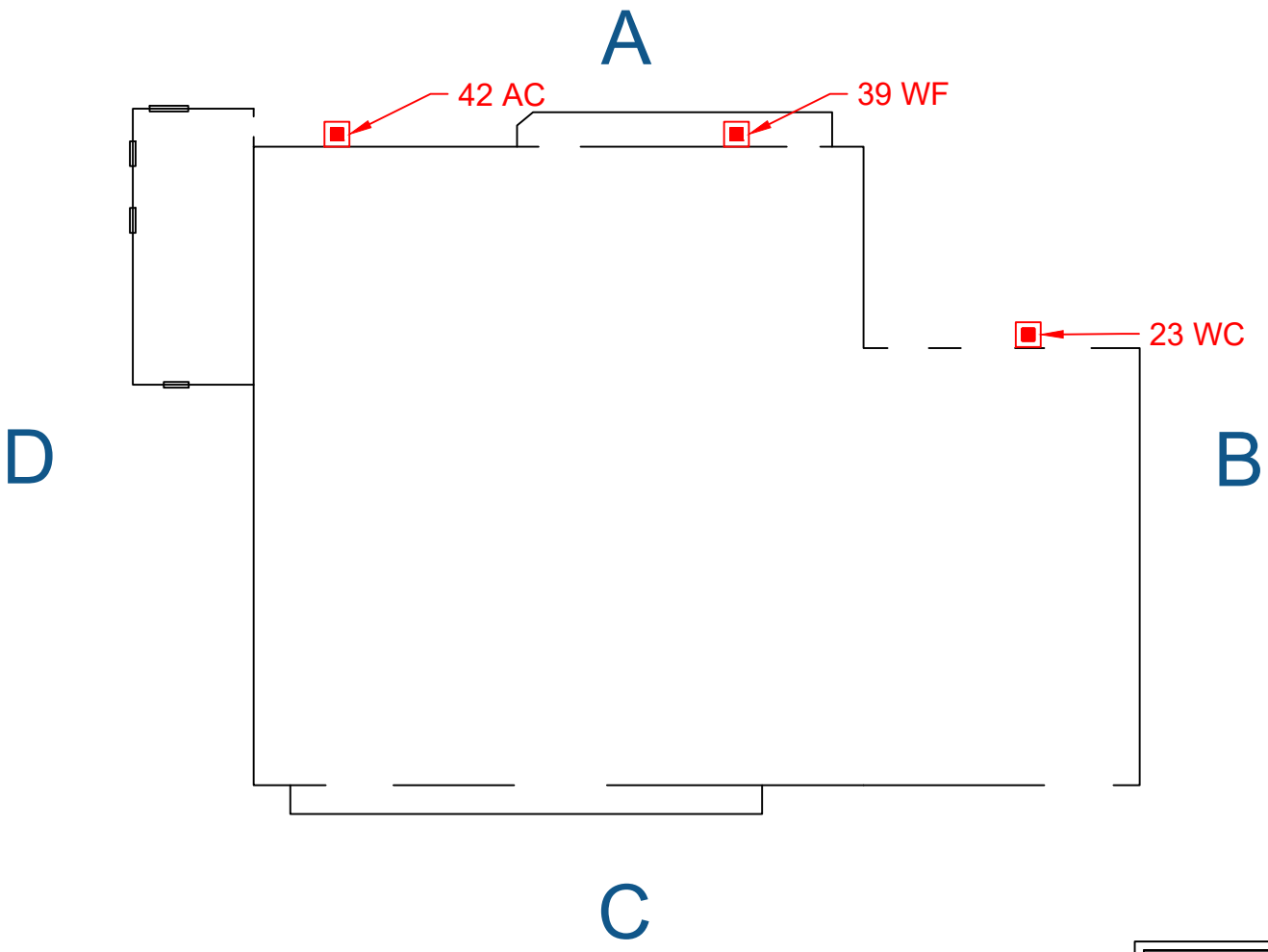
Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

SHEET TITLE:
Property Map
1st Floor

DATE: 11/19/2025
DRAWN BY: LJ
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

N W E S



Asbestos Legend	
Label	Material Substance
WM	Wall Mastic
WF	Wall Felt
ME	Mudded Elbow
WP	Wall Plaster
WC	Window Caulk
AC	Awning Caulk
PT	Parapet Tar
PRT	Protrusion Tar
RCM	Roof Cork Mastic
SC	Skim Coat

Legend

- Positive ACM
- Non-Regulated ACM

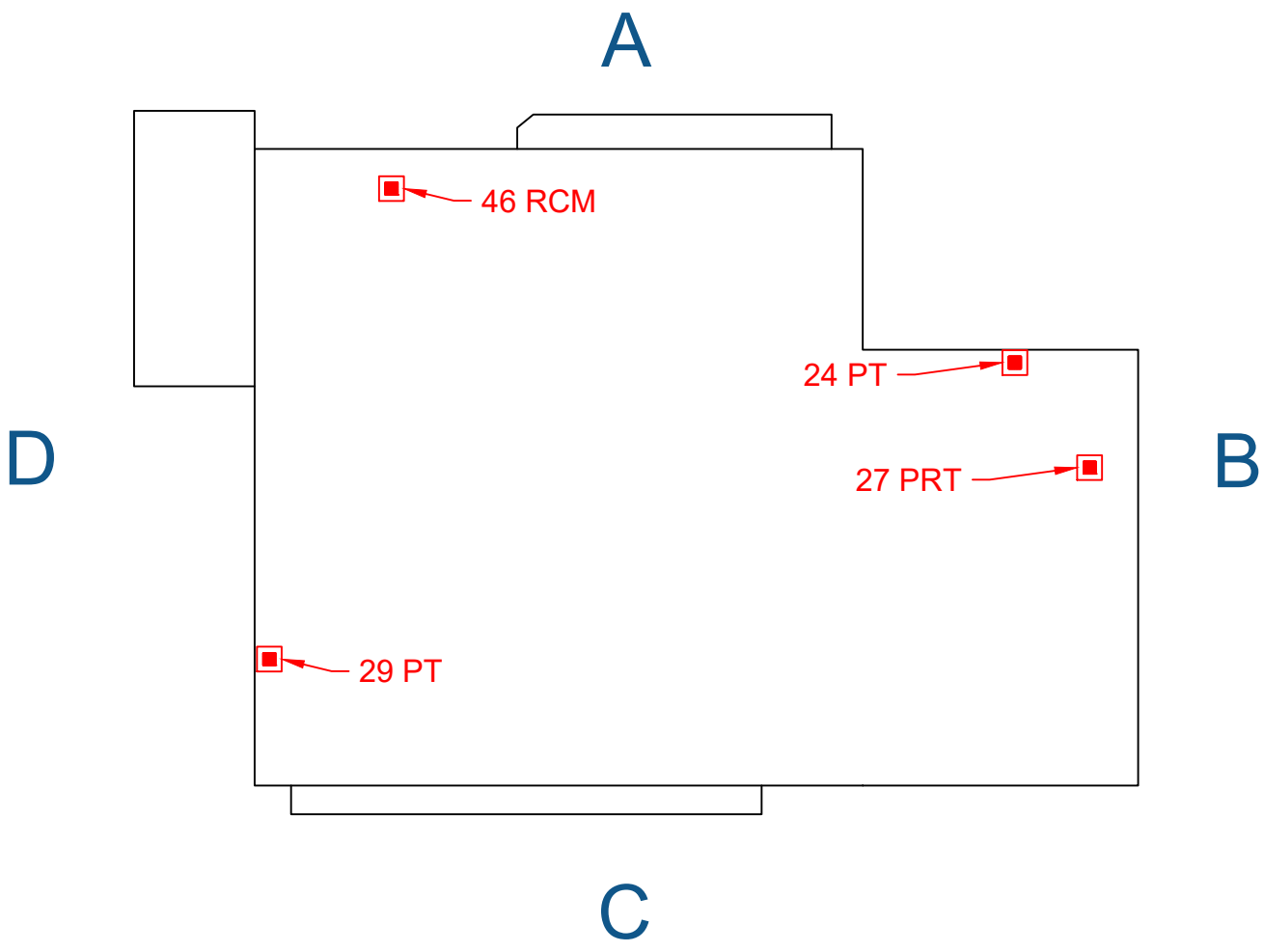
Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

SHEET TITLE:
Property Map
Exterior

DATE: 11/19/2025
DRAWN BY: LJ
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

N
W E
S



Asbestos Legend	
Label	Material Substance
WM	Wall Mastic
WF	Wall Felt
ME	Mudded Elbow
WP	Wall Plaster
WC	Window Caulk
AC	Awning Caulk
PT	Parapet Tar
PRT	Protrusion Tar
RCM	Roof Cork Mastic
SC	Skim Coat

Legend

- Positive ACM
- Non-Regulated ACM

Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

SHEET TITLE:
Property Map
Roof

DATE: 11/19/2025
DRAWN BY: LJ
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

N
W E
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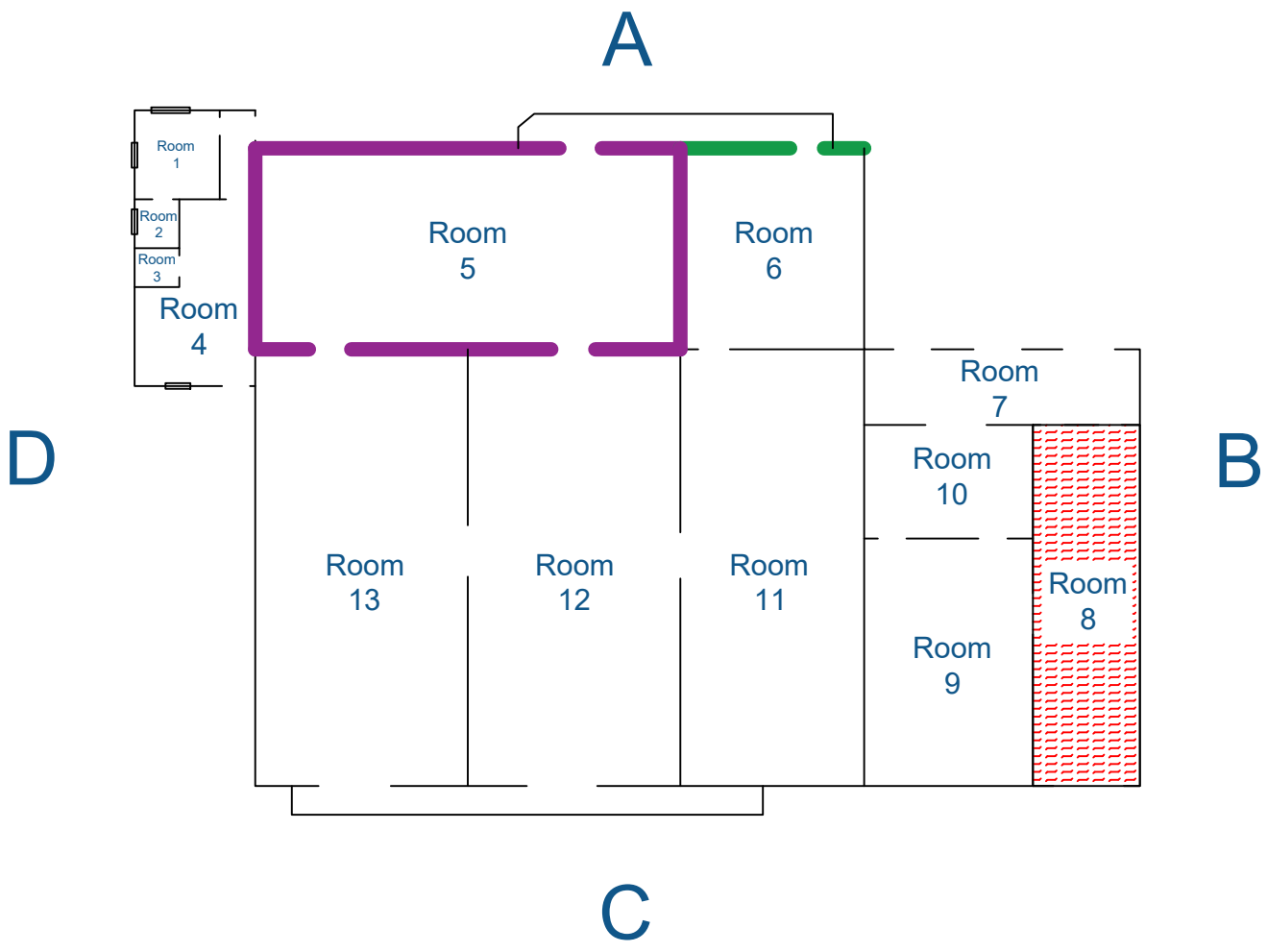
EXHIBIT F – Asbestos Containing Materials Positive Summary Maps



Asbestos Legend	
Label	Material Substance
	Wall Mastic
	Wall Felt
	Mudded Elbow

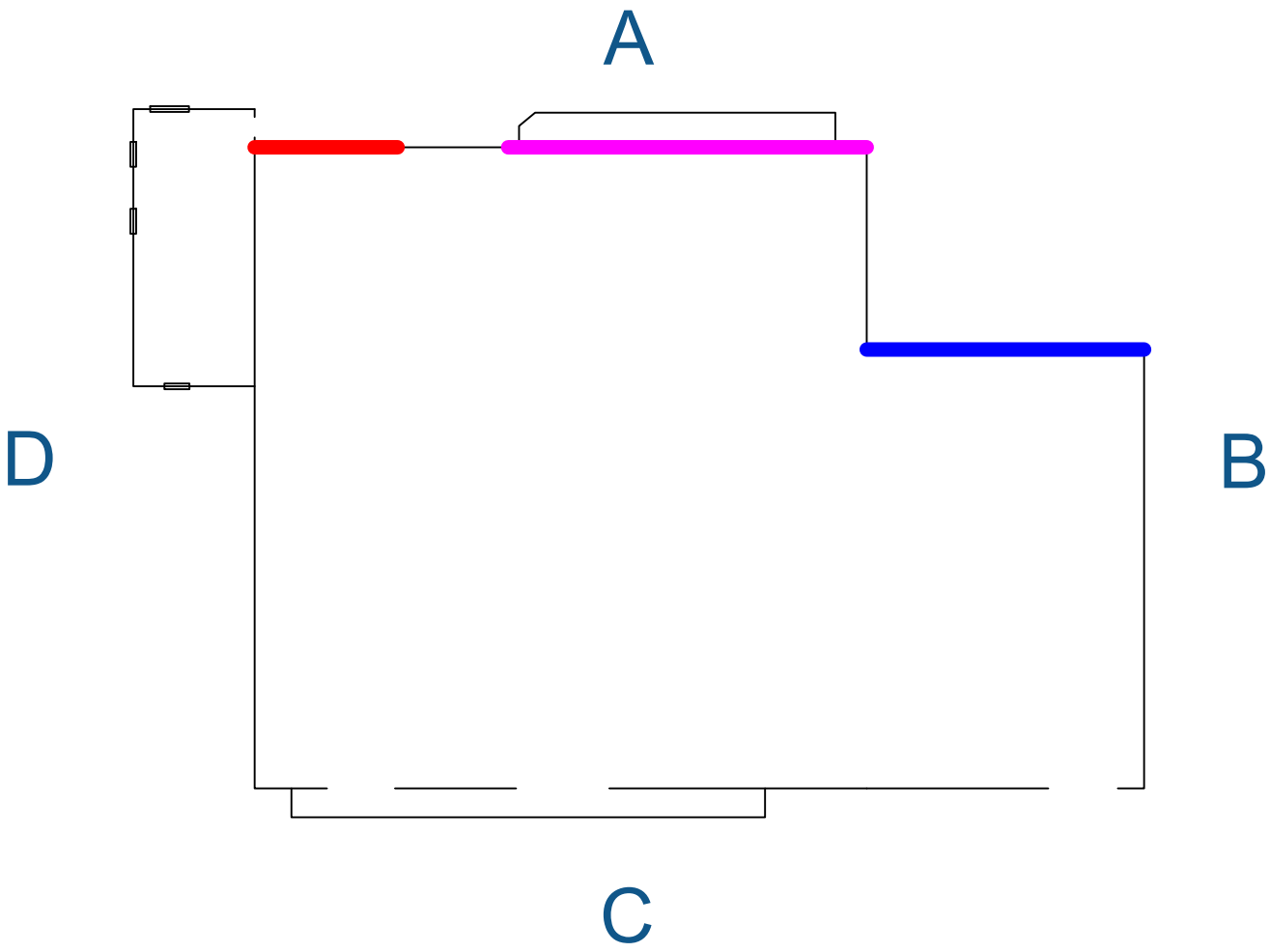
Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

SHEET TITLE:
Property Map
1st Floor

DATE: 02/09/2026
DRAWN BY: LJ
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

N W E S



Asbestos Legend	
Label	Material Substance
	Window Caulk
	Wall Felt
	Awning Caulk

Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

SHEET TITLE:
Property Map
Exterior

DATE: 02/09/2026
DRAWN BY: LJ
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

N
W E
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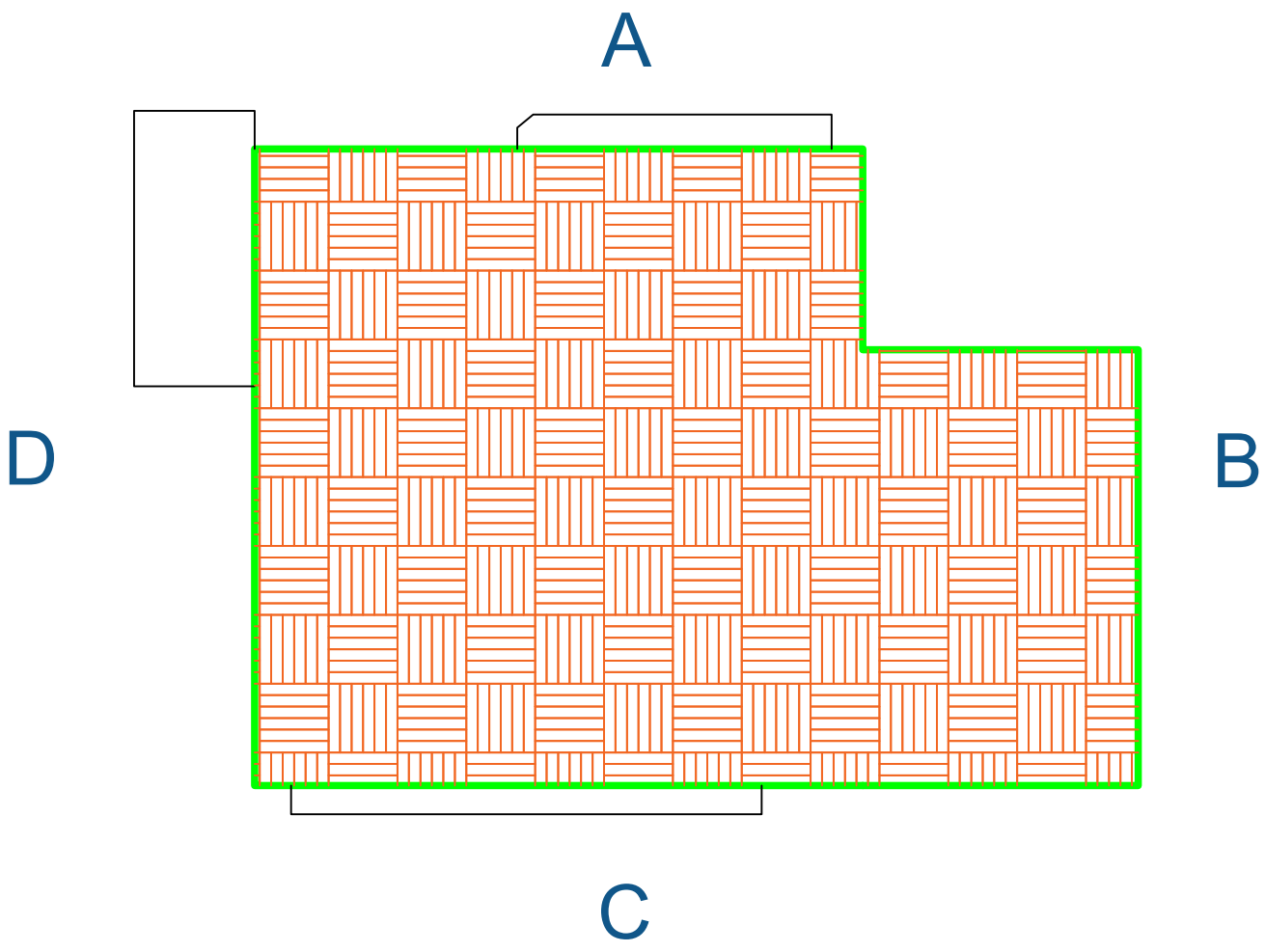


Asbestos Legend	
Label	Material Substance
	Parapet Tar
	Roof Cork Mastic/Protrusion Tar

Eocene℠ Environmental Group

JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

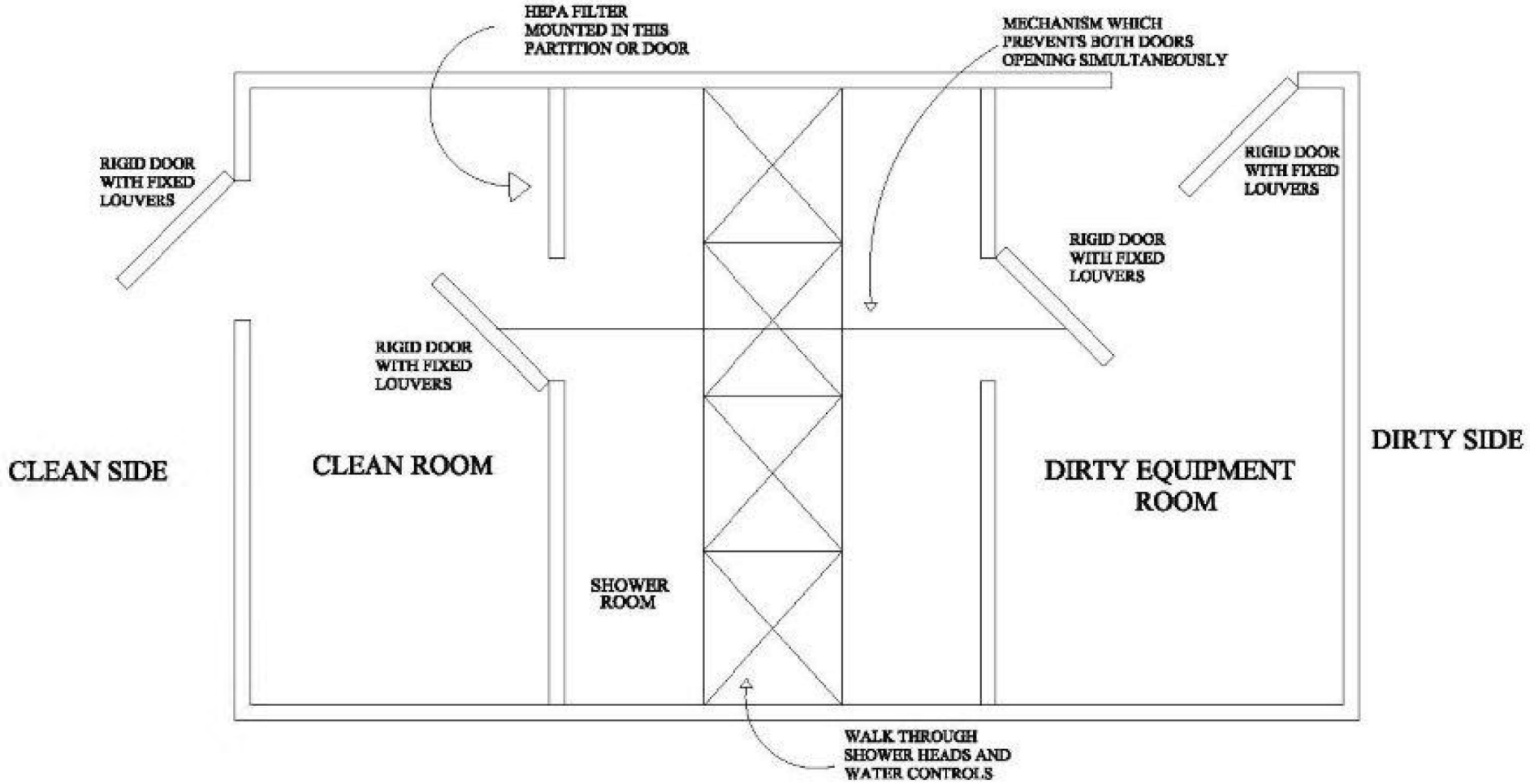
SHEET TITLE:
Property Map
Roof

DATE: 02/09/2026
DRAWN BY: LJ
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

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: IA20260062 05/18/2026

State: Iowa

Construction Types: Building

Counties: Iowa Counties of
Black Hawk

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BOIL0083-009 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 48.48	33.91

BRIA0003-021 05/01/2025

	Rates	Fringes
TILE SETTER	$ 30.65	20.10

BRIA0003-023 05/01/2025

	Rates	Fringes
BRICKLAYER	$ 30.65	20.10

ELEC0288-002 06/03/2024

	Rates	Fringes
ELECTRICIAN	$ 35.39	15.59

ELEV0033-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTES: A. EMPLOYER CONTRIBUTES 8% OF REGULAR BASIC HOURLY RATE AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR EMPLOYEES WITH LESS THAN 5 YEARS OF SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERAN'S DAY; THANKSGIVING DAY; DAY AFTER THANKSGIVING; & CHRISTMAS DAY	$ 56.30	38.44

ENGI0234-017 05/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (CLASS 3)- BOBCAT/SKID STEER/SKID LOADER, PAVER (ALL TYPES), ROLLER	$ 35.29	18.35
POWER EQUIPMENT OPERATOR: (CLASS 2)- LOADER	$ 37.62	18.35
POWER EQUIPMENT OPERATOR: (CLASS 1)- BACKHOE/EXCAVATOR/TRACKHOE	$ 39.00	18.35

IRON0089-002 05/01/2025

	Rates	Fringes
IRONWORKER: STRUCTURAL	$ 35.53	24.45
IRONWORKER: ORNAMENTAL	$ 35.53	24.45

IRON0111-002 07/01/2024

	Rates	Fringes
IRONWORKER: REINFORCING	$ 37.50	30.99

LABO0043-016 05/01/2025

	Rates	Fringes
LABORER: PIPELAYER	$ 22.30	17.92

PAIN0447-001 05/01/2025

	Rates	Fringes
PAINTER: BRUSH AND ROLLER	$ 29.55	12.10

SFIA0669-002 04/01/2025

	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS)	$ 45.99	26.42

SUIA2016-037 07/19/2016

	Rates	Fringes
SHEET METAL WORKER, INCLUDES HVAC DUCT AND UNIT INSTALLATION	$ 22.95	9.66
ROOFER	$ 21.92	5.07
PLUMBER	$ 25.05	8.97
PIPEFITTER, INCLUDES HVAC PIPE INSTALLATION	$ 20.95	9.00
PAINTER: SPRAY	$ 19.76	9.05
OPERATOR: FORKLIFT	$ 22.96	7.49
OPERATOR: CRANE	$ 24.15	8.10
OPERATOR: BULLDOZER	$ 26.13	13.56
LABORER: MASON TENDER - BRICK	$ 19.39	8.17
LABORER: COMMON OR GENERAL	$ 14.68	2.51
INSULATOR: MECHANICAL (DUCT, PIPE AND MECHANICAL SYSTEM INSULATION)	$ 23.28	8.91
CEMENT MASON/CONCRETE FINISHER	$ 20.74	4.16
CARPENTER	$ 20.51	8.12
BRICKLAYER	$ 24.90	9.60

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 $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. 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.

==========

END OF GENERAL DECISION

"

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	July 6, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 9, 2026, and date of public hearing as July 20, 2026, in conjunction with Demolition and Site Clearance Services with regulated asbestos-containing materials, Contract No. RD-2026-06-05P, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo is seeking bids for demolition and site clearance services (RACM) for the demolition of 121 Irving Street, 1631 W 2nd Street, 229 Sunnyside Avenue, 433 Bratnober Street, and 210 Argyle Street. The properties have been designated as an immediate threat, structurally unsound, and not able to be abated for asbestos containing material (ACM), so must be demolished as regulated asbestos containing material (RACM).

NEIGHBORHOOD IMPACT

The demolition activity will have a positive impact on the neighborhoods by removing blighted and abandoned buildings.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Estimate $125,000. Source of funds: Nuisance Abatement bonds and/or TIF funds.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Demolition RFB Contract RD-2026-06-05P
2. Aerial and Assessor Report 121 Irving St
3. Aerial and Assessor Report 1631 W 2nd St
4. Aerial and Assessor Report 229 Sunnyside Av
5. Aerial and Assessor Report 433 Bratnober St
6. Aerial and Assessor Report 210 Argyle St

CITY OF WATERLOO, IOWA

Request for Bid

DEMOLITION AND SITE CLEARANCE SERVICES
[regulated asbestos-containing materials (RACM)

June 2026

RFB Demolition and Site Clearance Services Contract RD-2026-06-05P

121 Irving St, 1631 W 2nd St, 229 Sunnyside Av,
433 Bratnober St, and 210 Argyle St

City of Waterloo, Iowa

Prepared by the City of Waterloo Planning and Zoning Department
Aric Schroeder-Project Manager

SECTION I
NOTICE OF REQUEST FOR BID

1.0 Receipt and Opening of Bid

The City of Waterloo is seeking sealed bids for the demolition, removal, disposal and site clearance services Contract RD-2026-06-05P for the properties at **121 Irving Street, 1631 W 2nd Street, 229 Sunnyside Avenue, 433 Bratnober Street, and 210 Argyle Street (RACM demolitions).**

All bids must be received in a sealed envelope in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, IA 50703 (date and time stamped) by Thursday July 9, 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:	Demolition and Site Clearance Services Contract RD-2026-06-05P
Notice of RFB Date:	June 17, 2026
Mandatory Walk Thru Date:	There will not be a mandatory walk thru for these properties. Bidders are advised/encouraged to make their own inspection prior to bid submittal. See Section 4.3 for additional details.
Deadline for Bid Submittal:	**Thursday July 9, 2026, at 1:00 p.m., Central Time**
Submit Sealed Bid to:	Address exactly as stated: SEALED RFB FOR DEMOLITION AND SITE CLEARANCE SERVICES CONTRACT RD-2026-06-05P. City of Waterloo 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: **E-mail Address**:	Aric Schroeder, City Planner/Project Manager (City's Representative) aric.schroeder@waterloo-ia.org
Phone:	Phone: 319-291-4366

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 sixty (60) 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, July 9, 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 at the City Council meeting on Monday, July 20, 2026.** The Waterloo City Council will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the project, and potentially award the Contract at 5:30 p.m. on July 20, 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 sixty (60) calendar days thereafter.

SECTION II
INSTRUCTIONS TO BIDDERS

2.0 The Bid shall include the attached Exhibit "A" signature page, 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 properties. 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. 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 proposal 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. Bidders 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. Bidder's ability to immediately fully staff the project with certified, licensed staff; and
vi. Bidder's ability to immediately start and complete the project.

2.1 **General Liability Insurance** with limits of liability of at least $1,000,000 per occurrence for 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.

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 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 Bonds

2.2.1 **A guarantee from each Bidder equivalent to five percent (5%) of the bid price is required.** The guarantee shall consist of a firm commitment, such as a 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.

2.2.2 **Successful Bidder 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 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".

SECTION III
SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract

3.0.1 **The initial term of the Contract shall be for three (3) months, anticipated to be from July 31, 2026 to October 31, 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.

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 submitted to the City with supporting documentation by e-mail or US mail to: **Attn: City of Waterloo Planning and Zoning Department, 715 Mulberry Street, Waterloo, IA 50703**.

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 and Demolition Specifications attached as Exhibit "B". 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.

SECTION IV
SERVICE REQUIREMENTS

4.0 Background

The City of Waterloo, Iowa, is seeking bids for the demolition, removal, disposal and site clearance services for demolition with regulated asbestos containing material (RACM) of: **121 Irving St, 1631 W 2nd St, 229 Sunnyside Av, 433 Bratnober St, and 210 Argyle St**.

4.1 Scope of Work

The City of Waterloo is seeking a qualified demolition contractor to demolish the structures and clear the sites. The Bidder understands and agrees that demolition and debris removal in the

most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible.

The services to be performed under this Contract shall consist of the work described in the separate "Demolition Specifications" document (attached Exhibit "B") and shall be performed according to the standards set forth therein and herein. Any reference in this RFB to "this specification" shall include such Demolition Specifications. Bidder shall be responsible to familiarize itself with the specifications and to make a personal examination of the job site(s) and the physical conditions that may affect its performance under the Contract.

This Contract includes five properties. 121 Irving Street is a 2-story single-family home with significant fire damage. 1631 W 2nd Street is a 1-story single-family home with significant fire damage. 229 Sunnyside Avenue is a 2-story commercial building/residence with significant fire damage. 433 Bratnober Street is a 1 ¾-story single-family home with significant deterioration and structural damage, and the basement is full of water and junk. 210 Argyle Street is a 2-story single-family home with structural damage and is full of junk. All structures have been designated as an immediate threat, structurally unsound, and not able to be abated for asbestos containing material (ACM). If all RACM material of an active demolition site cannot be removed in a single day, the RACM material will be thoroughly wetted and completely covered and secured with polyethylene plastic sheeting until demolition activities resume. Because of the RACM demolition designation, the Bidder must be licensed/permitted to perform the type of work proposed herein, or be working with a licensed asbestos contractor. All RACM disposals will be delivered to the Black Hawk County Landfill site, and copies of all landfill tickets will be provided to the City of Waterloo. Per DNR requirements, all debris will be RACM, except that metal, brick, and concrete can potentially be sorted, cleaned, and certified as free of ACM by a licensed asbestos contractor, and then disposed of as non-RACM material to the landfill, a rubble fill site (if pre-approved by City's Project Manager), or recycling facility as appropriate.

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 There will not be a mandatory walkthrough for these properties. Bidders are advised/encouraged to make their own inspections of the properties prior to bid submittal. The Planning Department is **not** in possession of a key for any of the properties. The properties may be partially boarded up and may require a cordless drill with various bits to remove boards to provide access. Please re-install any boards you remove to attempt to maintain security. The properties are in very poor condition, and it is not advisable that you enter the properties. Enter at your own risk.

SECTION V
METHOD OF EVALUATION

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

5.3.1 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.

5.3.2 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:

5.5.1 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.

5.5.2 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.

5.5.3 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 officials, officers, directors, employees 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 72 hours (excluding weekends and holidays) prior to the time set for the Proposal opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the Contract documents and shall be acknowledged and dated on the signature page.

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

EXHIBIT "A"

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 demolition and site clearance of the sites are, not to exceed:

121 Irving Street	**$**
1631 W 2nd Street	**$**
229 Sunnyside Avenue	**$**
433 Bratnober Street	**$**
210 Argyle Street	**$**
Total	**$**

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.

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.

RACM DEMOLITION. This contract includes demolition of buildings with regulated asbestos containing materials (RACM), requiring a licensed asbestos contractor Please check one:
____ Our company is a licensed asbestos contractor.
____ Our company is not a licensed asbestos contractor. Our company anticipates hiring the following subcontractor that is a licensed asbestos contractor:

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"

CITY OF WATERLOO
DEMOLITION SPECIFICATIONS
DEMOLITION AND SITE CLEARANCE SERVICES CONTRACT RD-2025-08-02P

121 Irving St, 1631 W 2nd St, 229 Sunnyside Av, 433 Bratnober St, and 210 Argyle St (RACM demos)

PART 1 - GENERAL

1.01 CITY REPRESENTATIVES

The City's Representative for this project is: Aric Schroeder, City Planner/Project Manager.

1.02 DESCRIPTION OF WORK

Unless directed otherwise in the Contract Documents or by the Project Manager, the Contractor shall:

A. Remove and properly dispose of **all trees** (except for trees specifically noted to remain on the attached aerial photos of each site), structures, cement slabs, and driveways, trash, rubbish, basement walls, floors, foundations, steps, planters, retaining walls, fences (except as noted to remain on the attached aerial photos of each site), wells, cisterns, landscape features such as pools and waterers and concrete or asphalt flatwork such as sidewalks (excluding public sidewalks in street right-of-way unless specifically noted to be removed), and the like from the specified property.

B. Properly deal with any fuel tanks, outdoor toilets and septic tanks, cisterns, meter pits, and plug or abandon wells in accordance with standards prescribed in Part 2.

C. Remove the materials from the demolition site in accordance with federal, state and local regulations.

D. Reserved.

E. Reserved.

F. Disconnect all utility services before demolition per Section 2.07.

G. Perform site clearance, grading, restoration and erosion control.

H. Remove and replace sidewalk and paving as required.

I. Complete the demolition work in accordance with the plans and these technical specifications.

1.03 PROTECTION OF THE PUBLIC AND PROPERTIES

A. Littering Streets

1. The Contractor shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work.

Any cost incurred by the City in cleaning up any litter or mud shall be charged to the Contractor and be deducted from funds due for the work.

2. Littering of the site shall not be permitted.

3. All waste materials shall be promptly removed from the site.

B. Street or Sidewalk Closure

1. If it should become necessary to close any traffic lanes, it shall be the Contractor's responsibility to submit a traffic control plan to the appropriate City authority 48 hours in advance of any lane or road closures indicating the area of closure and the signs and traffic control devises to be used to set up the closure. Adequate barricades and warning signs will be placed as required by the City.

2. If sidewalks are to be closed during demolition, 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. 229 Sunnyside Av will involve sidewalk and curb removal, therefore a closure plan and signage will be required (see Section 2.17 Special Provisions).

C. Protection of the Public by the Contractor. A temporary fence shall be erected around all excavation, dangerous building(s) or structure(s) to prevent access to the public unless the City's Project Manager determines that the site is sufficiently secure without fencing. Such fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal or vertical openings wider than four inches. There shall be Asbestos Warning placards placed in at least the corners of the fence. The fence shall be erected before demolition and shall not be removed until the hazard is removed. Under no circumstance shall a site be left unattended or overnight with a partially demolished building or an excavated area not completely backfilled without said fencing. See Section 2.17 Special Provisions for special fencing requirements for 229 Sunnyside Avenue.

D. Noise Pollution: All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the City.

E. Dust Control: The Contractor shall comply with applicable air pollution control requirements of the City's Representative. The Contractor shall take appropriate actions to minimize atmospheric pollution, and toward that objective the City's Representative shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:

1. The use of water or chemicals for control of dust in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land.

2. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.

F. Requirements for the Reduction of Fire Hazards

1. Removal of Material: Before demolition of any part of any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances. This shall be to the extent possible, as the buildings have been deemed unsafe.

2. Fire Extinguishing Equipment: The Contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.

3. Fires/Explosives: No fires of any kinds will be permitted in the demolition work area. No explosives of any kinds will be permitted in the demolition work area.

4. Hydrants: No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.

5. Debris: Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.

G. Protection of Utilities: The Contractor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, or other appurtenances in the vicinity of the demolition sites. The Contractor shall pay to repair or replace any damaged utilities. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience. All below-ground utilities that are abandoned as a result of demolition shall be terminated at least two (2) feet below the finish grade of the site.

H. Protection of Adjacent Property

1. The Contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns or any other property adjacent to parcels released for demolition, even if an adjacent property is scheduled for future demolition. The Contractor shall pay to repair or replace any such damage. The Contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.

2. The Contractor shall restore existing agricultural drain tiles or roadway sub drains that are cut or removed, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City's Representative.

1.04 RISK OF LOSS

A. The Contractor shall accept the site in its present condition and shall inspect the site for its character and type of structures to be demolished. The City assumes no responsibility for the condition of existing buildings, structures, and other property within the demolition area, or the condition of the property before or after the solicitation for proposals. No adjustment of proposal price or allowance for any change

in conditions that occur after the acceptance of the lowest responsible, responsive proposal will be allowed.

B. The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered under the scope of work shall be at the sole risk of the Contractor. The Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc. which may arise from its handling of materials not covered by the scope of the work.

1.05 PROPERTY OWNERSHIP

A. Title: The property addresses will be included in the Contract Documents. Following execution of the Contract, and upon issuance of Notice to Proceed with respect to a given property, for the work of demolition and site clearance on all or any part of the demolition area referenced in the Notice to Proceed, all rights, title, and interest of the City in and to buildings, structures, fixtures and other personal property to be demolished and/or removed by the Contractor on part or all of said project area as described in the Contract Documents and Contract addenda thereto, shall be deemed to be vested in the Contractor. All materials are to be removed and disposed of or salvaged in conformance with these specifications.

B. Land: No property rights, title, or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract Documents. Contractor shall not use the land or premises, or allow any other party to use the land or premises, for any purpose other than activities in direct support of the demolition.

1.06 VACATING OF BUILDINGS

The structures identified in the Contract Documents shall be vacated before a Notice to Proceed is issued and the Contractor begins work. In case the Contractor finds that any structure is not vacated, the Contractor shall immediately notify the City's Representative and shall not begin demolition or site clearance operations on such property until further directed by the City's Representative. The Contractor's responsibility for such buildings will not begin until the City's Representative issues a subsequent Notice to Proceed with Demolition Order. No claim for extension of time or increase in price will be considered because of occupancy of any buildings. In case such occupancy is prolonged, the City reserves the right to delete the structure from the work.

1.07 PERMITS AND FEES

The Contractor shall obtain all the necessary permits and pay all permit fees that are required by the City or any other governmental authority in conjunction with the demolition work. The Contractor shall obtain a demolition permit issued by the City of Waterloo Building Inspections Department, which fee will be waived for demolition of City property. The Contractor shall obtain all necessary work in right-of-way permits, which fees will be waived.

1.08 MEASUREMENT AND PAYMENT

A. Demolition Work: The Contractor shall be paid the lump sum price for demolition at each site as indicated in the proposal and as approved by the City, and this payment will be full

compensation for removal of buildings, building materials, contents of buildings, appliances, incidental demolition debris, basement walls, foundations, steps, private sidewalks, driveways, and trees from the site; disconnection of utilities; furnishing and compaction of backfill material; grading of disturbed areas; erosion control and seeding; placing and removing safety fencing; collapsing of septic tanks and cisterns; capping of wells; and other work as necessary to complete the project. All such work shall be performed in accordance with standards prescribed in these Demolition Specifications.

B. Incidental Items: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies, fees, permits and other expenses necessary to complete this work according to the plans and specifications.

PART 1A – REGULATED ASBESTOS CONTAINING MATERIALS (RACM)

The properties have been declared an immediate threat and structurally unsound, therefore, the structures have not been tested or abated for asbestos. All structural debris must be treated and handled as RACM, except as provided herein. Demolition and removal of structures, including basements and cement slabs of basement-less structures, must be accomplished in a single day; if all RACM material cannot be removed in a single day, the RACM material will be thoroughly wetted and completely covered and secured with polyethylene plastic sheeting until demolition activities resume. The Contractor will be required to have all permits and licenses required by the Iowa Department of Natural Resources (IDNR), Iowa Workforce Development (IWD), and the Occupational Health and Safety Administration (OSHA) for handling RACM, or be directly working with a subcontractor that is a licensed asbestos contractor who obtains all permits. The Contractor will be responsible to ensure that demolition activities are carried out in compliance with all applicable regulations of IDNR, IWD, and OSHA as well as all other federal, state, and local regulations.

The Contractor shall employ good demolition techniques, including but not limited to:

1. Wetting structures and debris prior to and during demolition to reduce the potential for air migration of asbestos.
2. Using demolition techniques to minimize the excessive breaking of materials.
3. Maintaining the practice of keeping personnel at a safe distance from demolition activities.
4. Loading the materials with techniques to maintain a sufficient distance from personnel to reduce the exposure to airborne material.
5. Proper handling and covering of all loads to prevent RACM material from becoming airborne during hauling.
6. Placing a placard on the truck hauling the RACM debris in accordance with the IDOT and IDNR requirements.
7. Disposing of RACM, as approved by IDNR, shall be at separated areas of disposal sites and shall be disposed of using techniques to minimize the potential for debris or dust to become airborne.
8. Manual cleaning of the demolition site to remove all asbestos materials from the site.
9. All trucks and/or trailers must have solid metal end-gates.

If city water is not available, the Contractor shall have a water truck on standby during the demolition to maintain a sufficient source to maintain wetting of RACM.

Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed as well as the RACM designated structures.

PART 2 -EXECUTION

2.01 DEMOLITION SCHEDULE – ORDER OF DEMOLITION

The Contractor shall complete the Project in an expeditious manner and shall commence work in a timeline consistent with the term of the Contract after being notified by the City with a Notice to proceed on any given property or properties. The Contractor shall be responsible for providing the City's Representative with a minimum of 24 hours advance notification prior to commencing demolition activity with respect to any 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 Contract, and, thus, failure by the Contractor to timely render and perform services hereunder shall constitute a material breach of the Contract. The City is prioritizing the demolition of 121 Irving Street, and as such, it must be demolished first, prior to any other property in the Contract. The City is next prioritizing the demolition of 1631 W 2nd Street, and as such, it must be demolished second, and then the City is prioritizing the demolition of 229 Sunnyside Avenue, and as such, it must be demolished third. The order of demolition of other properties shall be at the discretion of the Contractor. The Contractor shall demolish the homes in this order and shall not deviate from this order without written acceptance from the City's Representative, which shall only be given for verified reasons that would delay the demolition of the prioritized properties, as determined by the City's Representative.

2.02 SALVAGE OF DEMOLITION MATERIALS

The Contractor shall **not** be allowed to salvage materials from any property on this project, except that non-RACM material (such as private sidewalks and driveways, trees, or other landscaping features) may be disposed of in other than the Black Hawk County Landfill. Per DNR requirements, all building debris will be RACM, except that metal, brick, and concrete can potentially be sorted, cleaned, and certified as free of ACM by a licensed asbestos contractor, and then disposed of as non-RACM to the landfill, a City approved rubble fill site, or recycling facility as appropriate.

2.03 DEMOLITION AND REMOVALS

A. Structural Parts of Buildings

1. No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise and other nuisance.
2. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no

such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any day's work.

B. Basements and Foundation Walls: Cement slabs and footings or foundations of structures without basements are to be completely removed. All concrete basements, footings, slabs of basementless structures and floors, including that of garages, are required to be completely removed. All basement areas and below grade excavation areas are to be inspected and approved by the City's Representative before backfilling is started. Failure to obtain approval may result in re-excavation of the areas at the Contractor's expense. The City cannot provide verification regarding the area of the basements, but the Black Hawk County Assessor's detailed reports do provide indication for presence of basements and approximate areas. The City cannot provide verification regarding thickness, quantities, or layers, and prospective bidders are responsible for investigating material thickness, quantities, and/or layers as part of bid submittal, and removal of all such items shall be included in the lump sum bid.

C. Concrete Slabs, Asphalt and Similar Flatwork: The Contractor shall remove all concrete slabs, asphalt, and similar flatwork, as well as surface obstructions, masonry slabs and appurtenances, unless otherwise directed. Prospective bidders are responsible for investigating material thickness, quantities, and/or layers as part of bid submittal, and removal of all such items shall be included in the lump sum bid. Failure of the Contractor to investigate the thickness or layers of such materials shall not be the basis for a change order.

D. Signs and Landscape Structures: Landscape structures, retaining walls, or signs must be removed with the project. The Contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such structures are removed, the area shall be graded to match adjacent natural grade levels or as directed by the City's Representative. The cost of removal of any such structures is incidental and shall be included in the lump-sum bid for demolition. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal to vertical, or as directed by the City's Representative.

E. Fences: Fences, guardrails, bumpers, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a Contract parcel and an improved non-Contract parcel shall not be removed unless specifically stated in Section 2.17 Special Provisions. All posts for support shall be pulled out or dug up so as to be entirely removed, including footings.

F. Partially Buried Objects: All piping, posts, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.

G. Vegetation: The Contractor shall remove all trees, and such other stumps, bushes, vegetation, brush and weeds, whether standing or fallen (except as otherwise specifically noted or as directed by the City's Representative). The Contractor shall protect any trees on adjacent property from damage by the demolition operation. In the event that the Contractor damages an adjacent property tree, it shall be repaired or removed and replaced by the Contractor as directed by the City's Representative. Stump removal shall be completed by excavation or grinding, with the area filled with soil and compacted in accordance with these specifications.

H. Fuel Tanks: Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations and those of the Iowa Department of Natural Resources.

1. Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner.
2. All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide or nitrogen gas until they are gas-free when checked with a "Explosimeter" or another equally efficient instrument, before the work of removal is begun. Checking with the "Explosimeter" shall be done in the presence of the City's Representative by competent personnel.

I. Outdoor Toilets and Septic Tanks: Outdoor toilets and septic tanks shall be pumped out by a licensed company. The toilet building shall be demolished and removed from the site. After cleanout or removal of structures, outdoor toilets, septic tanks, cisterns and meter pits shall be collapsed so they will not hold water and filled with dirt. Any excavations shall be backfilled and compacted in accordance with these specifications.

2.04 WELL PLUGGING AND ABANDONMENT

If applicable, all drilled wells shall be plugged and abandoned in accordance with Iowa Code § 455B.190 and Iowa Administrative Code title 567, chapter 39. An Iowa Department of Natural Resources, Abandoned Water Well Plugging Record shall be filed upon completion of the well abandonment. All sand point wells shall be pulled out of the ground, or if unable to be pulled, shall be plugged in accordance with Iowa Code.

2.05 DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE

A. Acknowledgement: The Contractor acknowledges, represents and warrants to the City that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all applicable guidelines, requirements, laws, regulations, of any federal, state or local agencies or authorities. The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered under the scope of work or not in compliance with these specifications shall be at the sole risk of the Contractor. The Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the scope of work or not in compliance with these specifications.

B. Debris: All materials and incidental demolition debris shall be removed from the demolition area leaving the demolition area free of debris. Any cost incurred by the City in cleaning up such materials and debris left behind shall be deducted from funds due the Contractor under the Contract.

C. Tires, Household Hazardous Waste, White Goods and Electronics: There will be no separation of any of the before listed materials as all structures have been identified as an immediate thread and structurally unsound, and RACM.

D. Disposal of Demolition Debris and Solid Waste:

1. All RACM debris and solid waste shall be delivered by the Contractor to the Black Hawk County Landfill. The Contractor shall be responsible to pay all fees for waste

disposal. The Contractor shall submit to the City's Representative copies of all disposal tickets for the entire project, which identify the specific address of the origin of the debris associated with each ticket. The cost of all disposal fees shall be considered incidental to the demolition and shall be included in the lump sum bid for demolition. Clean rubble fill material such as rock, cement, concrete, asphalt, brick and similar rubble material may be taken to a City approved rubble fill site, and the Contractor shall identify all site(s) proposed for debris to be taken prior to removal from demolition sites under this Contract. Any such rubble not going to the Black Hawk County Landfill shall be clear of all organic and metal material, and any other material determined by the City's Representative to be solid waste.

2. All loads shall be secured while in transit, and all trucks used for disposal shall have a solid metal tailgate. Tarps and netting shall be used to prevent loss or dispersal of debris during transit and to minimize the threat of harm to the general public, private property and public infrastructure.

E. Asbestos Abatement: There will be no asbestos testing or abatement as all structures have been declared an immediate threat and structurally unsound. The handling of asbestos material is subject to all applicable state and federal mandates.

F. Freon Removal and Disposal: There will be no separation or handling of the before listed materials as all structures have been declared an immediate threat and structurally unsound, RACM.

G. PCB and Mercury Removal and Disposal: There will be no separation or handling of the before listed materials as all structures have been declared an immediate threat and structurally unsound, RACM.

2.06 BACKFILL, GRADING, AND CLEAN UP

A. Backfill: When site conditions permit, as determined by the City's Representative, soil or sand shall be used as backfill material. Excess excavation materials shall be removed from the site. Any borrow or fill material shall be approved by the City's Representative before and during the placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage. Contractor shall place a maximum of 8" lifts (layers) between compaction.

B. Compaction: All excavations shall be backfilled with acceptable material and compacted. The Contractor shall notify the City's Representative twenty-four hours in advance of placing any backfill. All backfill shall be adequately compacted so as to minimize soil settling. Failure of the site to be deemed acceptably compacted by the City's Representative will require that the material be re-excavated and re-compacted at Contractor's expense.

C. Additional Fill Material: All additional fill material shall be of similar quality to the soil adjacent to the excavation, and free of rubble or organic matter. Sand or sand/dirt mixture is acceptable for sub-surface areas, but "black dirt", free of sand or other debris or material, shall be used for a minimum of the top six (6) inches. There shall be no payment for additional fill material, which shall be considered incidental to the demolition and shall be included in the lump sum bid for demolition.

D. Hand Labor: The Contractor shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site and adjacent public right-of-way of any debris.

E. Grading: The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The Contractor shall grade and shape the site to drain, complete final clean up and erosion control as part of the lump sum price for demolition.

F. Final Cleaning Up:

1. Before acceptance of the demolition work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The Contractor shall not make agreements that allow salvaged or unused material to remain on public or private property at or adjacent to the project area. All ground occupied by the Contractor in connection with the work shall be restored. Restoration shall include grading and erosion control that meets applicable standards and regulations.

2. On demolition sites where erosion control will be delayed because of the allowable seeding dates, the Contractor shall complete grading and shaping of the site to leave the site in a neat and presentable (mowable) condition subject to the approval of the City's Representative. Erosion control shall include preparation of the seedbed, furnishing and installing seed, fertilizer, and straw mulch.

3. Final cleaning up shall be subject to approval of the City's Representative and in accordance with applicable regulations. All pieces, parts, scraps, debris, rubbish, wood or organic materials from demolition activities shall be cleaned up and removed from the premises. Final cleanup after a structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents and its furnishings, including all debris, organic materials, rubbish, wood, concrete and masonry rubble, and rocks of greater than three (3) inches in diameter. All hazardous open pits and recesses shall be filled with thoroughly tamped earth or mortar, whichever is completely required to eliminate the hazard.

2.07 UTILITY DISCONNECTIONS

The Contractor shall be responsible for coordinating with public and private utility companies for disconnection of services, including, but not limited to, water, sewer, electricity, natural gas, cable television, phone and internet.

A. Sanitary Sewer Service Disconnection: All sanitary sewer services shall be disconnected before demolition work begins and plugged in conformance with requirements of the City. The Contractor shall not backfill the area prior to inspection by the Waterloo Building Inspections Department. Contractor may contact the Waterloo Building Inspections Department for requirements to comply with this specification.

B. Water Service Disconnection: All water services and stubs for the buildings or properties within the demolition work shall be disconnected before demolition work begins in conformance with the requirements of the City. The Contractor shall not backfill the area prior

to inspection by Waterloo Water Works. Contractor may contact the Waterloo Water Works for requirements to comply with this specification.

C. Storm Sewer: Disconnect all sump pump and area drain connections to the storm sewer system. Notify the Waterloo Engineering Department for inspection of the disconnection prior to placing backfill material.

D. Backfill and Compaction within City Right-of-Way:

1. Streets: The Contractor shall backfill, compact as specified and patch the surface of all excavations made in streets according to the specifications of the Waterloo Engineering Department. Contractor shall contact the Waterloo Engineering Department for compliance with this specification.

2. Public Right-of-Way: All areas within the public right-of-way (including parking and sidewalk areas) shall be compacted and restored. Any sidewalk removed or damaged shall be replaced to the specifications of the Waterloo Engineering Department. Contractor shall contact the Waterloo Engineering Department for compliance with this specification.

2.08 EROSION CONTROL

During demolition activities, Contractor shall control off-site vehicle track out (stabilized entrance) and prevent sediment from reaching neighboring properties or drainage infrastructure. This can be accomplished through use of vegetative buffers, silt fence or wattles. All on site or adjacent storm water intakes shall be protected as needed. After demolition, all disturbed areas associated with the work shall be broadcast seeded and fertilized in order to prevent erosion. The following seed mixture shall be used:

40% Berkshire Hard Fescue
30% Treasure Chewing Fescue
30% Badger Creeping Red Fescue

Required application rate: 10 pounds per 1,000 SF.

Straw mulch is required and a 21-7-14 fertilizer at 3 pounds per 1,000 SF to be used after the seed has been applied. Once vegetation is established to stabilize the soil, the Contractor shall remove all temporary erosion control measures. City's Representative may approve alternate seeding blends that are deemed equally acceptable as determined by the City.

For sites over one acre of disturbance:

1. All of the above requirements shall be met, and
2. Contractor shall develop a Storm Water Pollution Prevention Plan (SWPPP) and obtain necessary approvals/permits from the City and State.
3. Contractor shall contact the Waterloo Engineering Department for pre-disturbance inspection prior to land disturbance, and for post-disturbance inspection prior to permit closure.

2.09 SAFETY AND FENCING

A. Safety: The Contractor shall comply with all applicable current federal, state and local safety and health regulations.

B. Safety Fencing: The Contractor shall furnish and place a safety fence around the site of the work adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The fencing, including all materials, shall be considered incidental to the demolition. The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled, and all hazards removed. The fencing material shall remain the property of the Contractor. See section 2.17 Special Provisions for special fencing requirements for 229 Sunnyside Avenue.

2.10 AUTHORIZED WORKERS

Only the Contractor and its employees are allowed to demolish, dismantle, detach or dispose of any part of the demolition structure or its contents. Other individuals or entities are not allowed on the premises.

2.11 DAILY CLEAN UP OF RIGHT-OF-WAY AND PRIVATE PROPERTY

At the end of each workday, the Contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

2.12 RESERVED

2.13 EQUIPMENT

1. The Contractor shall be equipped with the normal tools of the trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.

2. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations, including, without limitation, all US DOT, Iowa DOT and safety regulations, and are subject to approval of the City. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

3. Contractor shall submit copies of the landfill tickets generated during project to the Project Manager that identifies the disposal site (Black Hawk County Landfill – refer to 2.05 (D) Disposal of Demolition Debris and Solid Waste) to which the materials were delivered. Such tickets shall be required to process billing statements by the Contractor.

2.14 ARCHAEOLOGY

In the event that archaeological deposits (soils, artifacts and features, including cisterns, privies and the like), or other remnants of human activity are uncovered, or if archaeological deposits are found during demolition, the project will be halted immediately in the vicinity of the discovery, and the Contractor will take reasonable measures to avoid or minimize harm to finds. The Contractor will inform the City's Representative. The City will then inform the State Historical Society of Iowa (SHSI) immediately. Work in the sensitive area cannot resume until a qualified archaeologist determines the extent of the discovery, consultations between SHSI are complete, and the City has been notified by SHSI to proceed.

2.15 PRICING

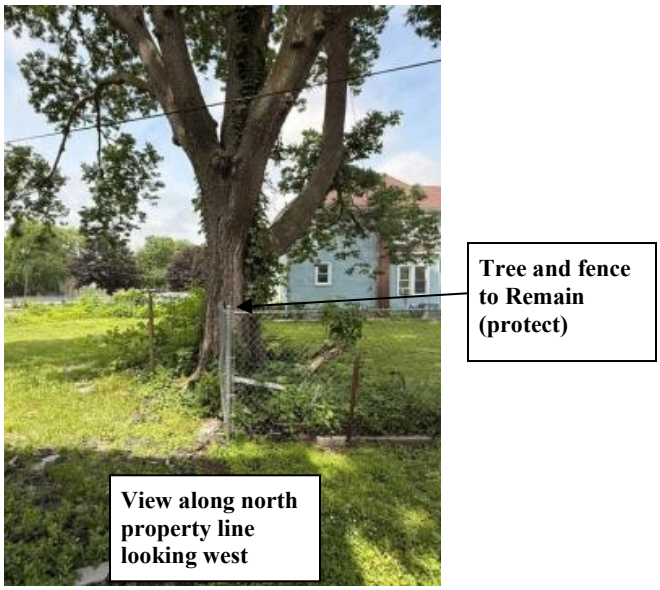
This is a unit price, lump sum contract; all bids, bid components and bid tabulations are on a "not to exceed" basis. Change orders, additions, deletions and any other changes in the scope of work, will take the form of written amendments mutually agreed to by Contractor and City. In the case of mathematical errors, transposition of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.

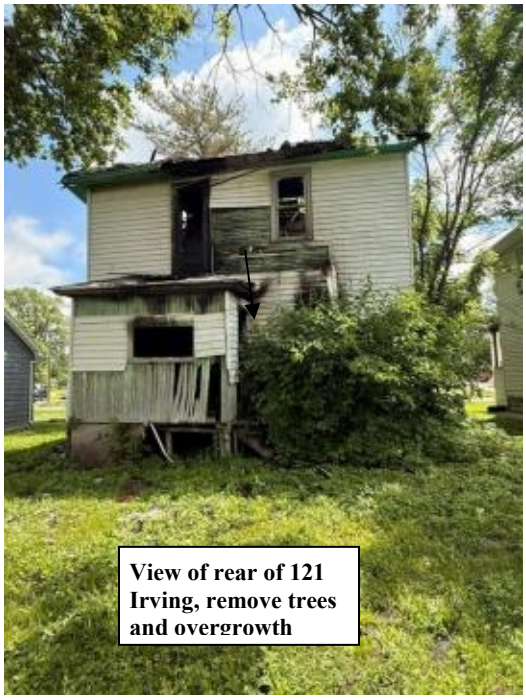
2.16 PROPERTY DAMAGE

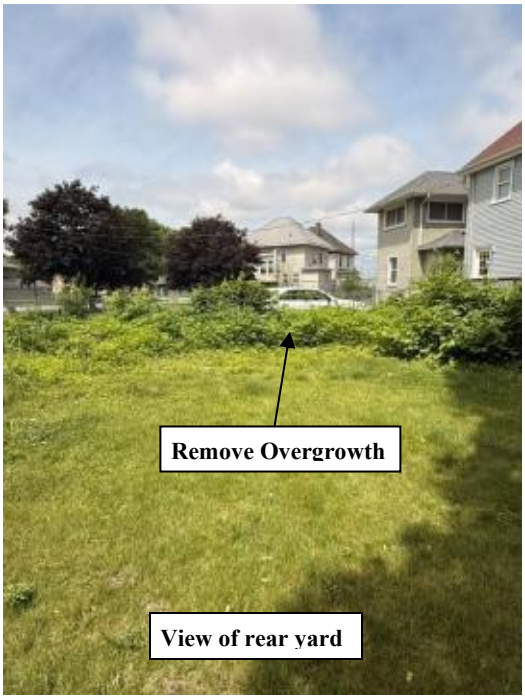
The Contractor shall be responsible for all damages to public and private property. The Contractor shall be responsible for having at least one person of authority and responsibility at the job site, and shall keep a report of all damage. If public or private property is damaged by the Contractor and is not repaired in a timely manner as determined by the City, the City has the option of having the damage repaired at the Contractor's expense to be reimbursed to the City, withheld from future payments of the Contractor, or paid from the performance bond.

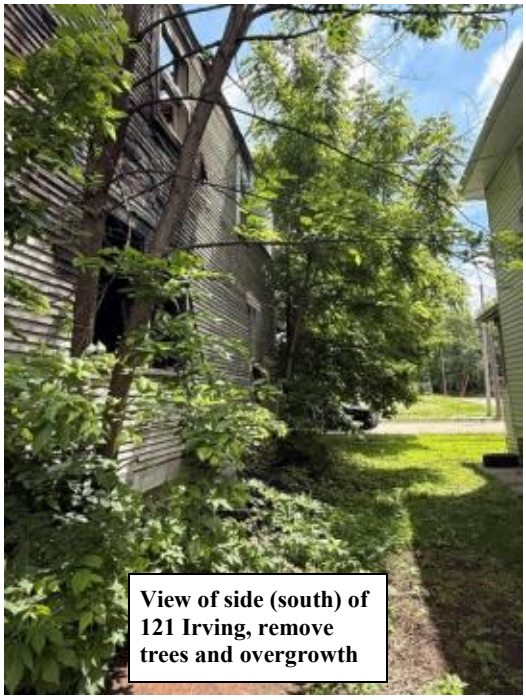
2.17 SPECIAL PROVISIONS

- Driveways are to be completely removed. For driveway removals, no curb work is required, except for 229 Sunnyside Avenue (see additional details below). 121 Irving Street and 210 Argyle Street have no driveway. 433 Bratnober Street shares a driveway approach with 439 Bratnober Street (see additional details below).
- Sewer kills, no information available, check with the City of Waterloo Engineering Department.
- Water kills, no information available, check with Waterloo Water Works.
- 121 Irving Street: This two-story fire damaged home has a street tree between the sidewalk and the street that is to remain (protect). All other trees to be removed. There is a large tree within the fenceline of this property and the properties to the north, which tree is assumed to be the neighbor's tree and is to remain (protect). This property has no driveway, and the driveway just north of the home is to the neighbor's property, and shall not be used by Contractor. All fencing to remain. Small retaining wall along public sidewalk to be removed and site graded (lowered) to match the sidewalk. This house to be demolished first.

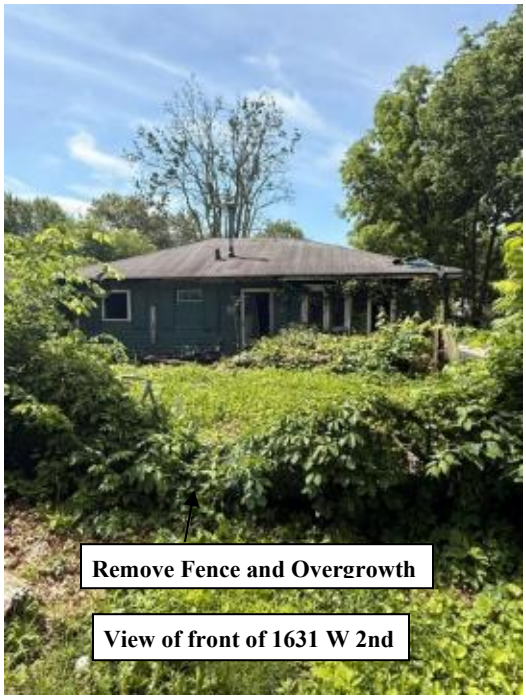


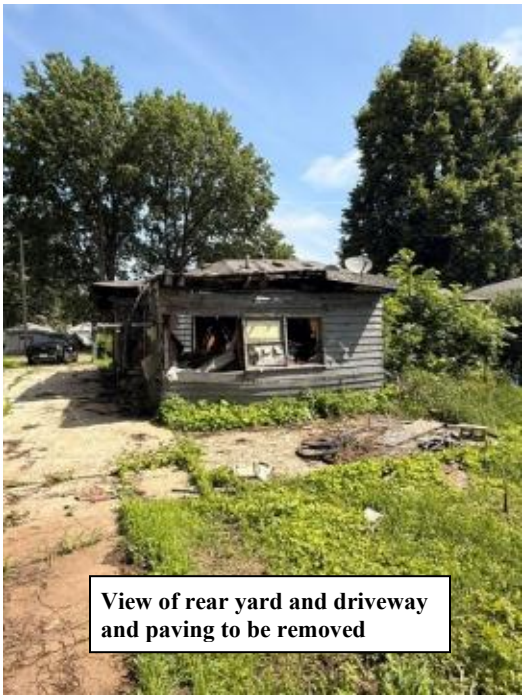


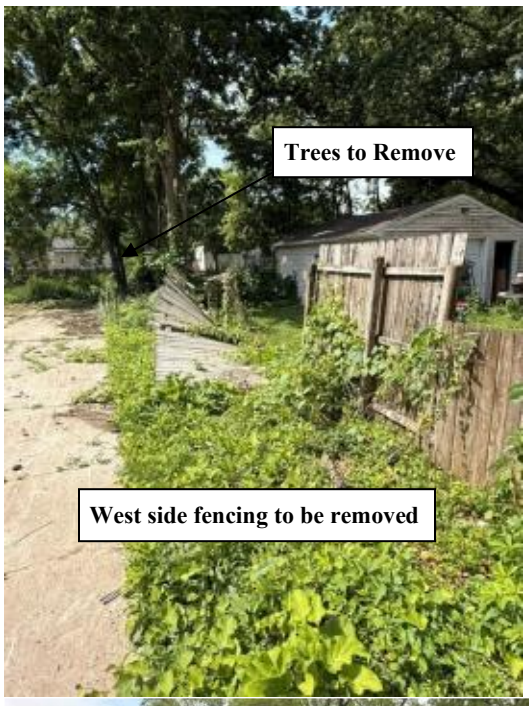




- 1631 W 2nd Street: This one-story fire damaged home has a sizable amount of debris in the yard to be removed as well. All trees on this property are to be removed. If the "base/trunk" of the tree is within the fenced yard, the tree is to be removed. Fencing along the front (north) property line and west side property line are to be removed. Fencing along the south rear property line is to remain (protect). Fencing along the east side property line is to be removed in part. Those portions where there is a double fencing, only the fencing on the 1631 side is to be removed, and the other side is the neighbor's fence at 1625 W 2nd St which is to remain. This house to be demolished second. Pictures on next page:

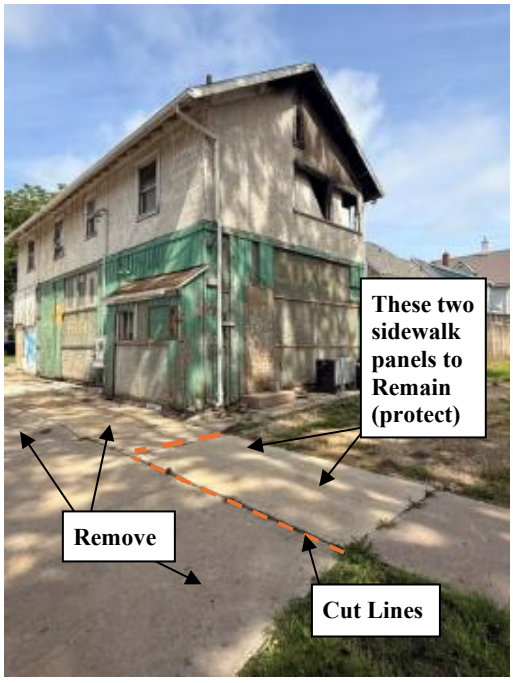


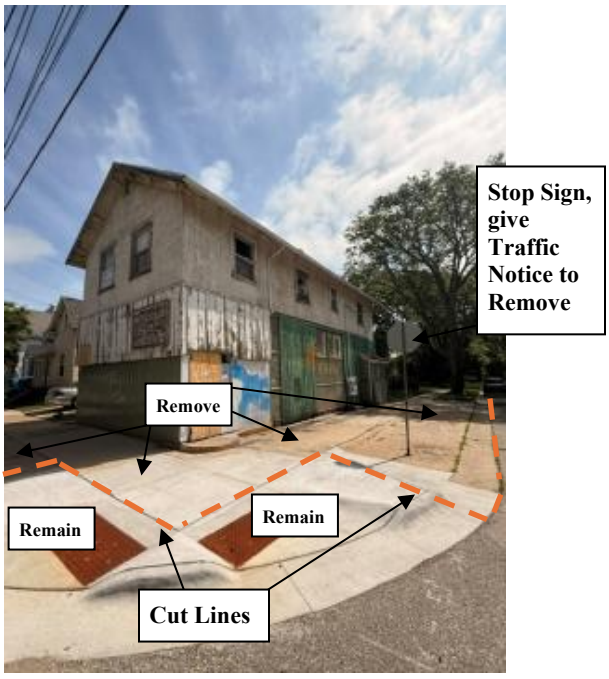


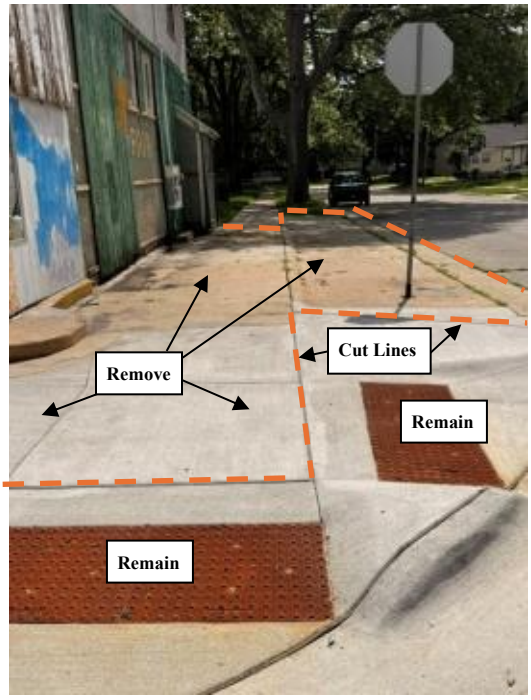


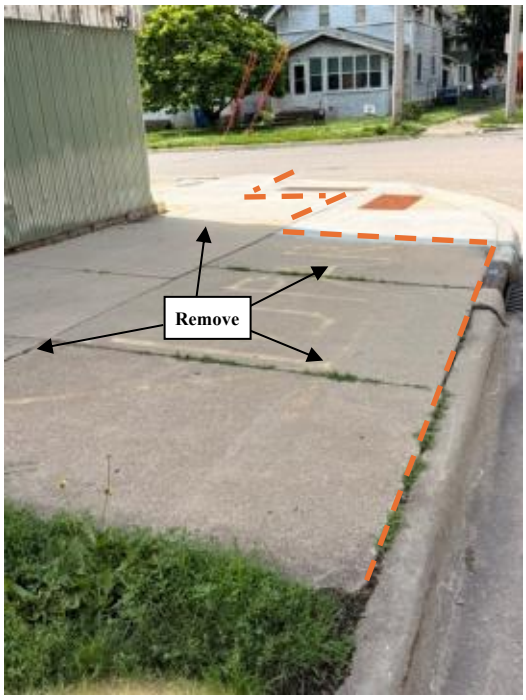
View from neighbor's yard at 1625 W 2nd looking southwest at double fence line with 1631 in background behind fence. Fencing associated with 1631 W 2nd is rotted and falling down.

- 229 Sunnyside Avenue: This two-story commercial/residence fire damaged building is on a small under 2,000 square foot corner lot with the building built zero lot line to the right-of-way of Sunnyside Avenue and Randall Street. Foundation/footing of building will extend under public sidewalk, so a majority of the sidewalk is to be removed (see picture below). Pavement/parking area between the sidewalk and street, as well as portions of the street curb are also to be removed (see picture below). Replacement sidewalk and street curb is not required under this Contract and will be done by separate contract. The removed sidewalk and street curb area must be fenced (4' orange safety type fencing) with sidewalk closed signs (two) placed on both ends. Said fencing and signage must remain in place until sidewalk/street curb work is completed by separate contract. The Randall Street stop sign is located within the pavement removal area, and Contractor shall notify the City of Waterloo Traffic Operations Department at (319) 291-4440 twenty-four (24) hours ahead of removal. This structure to be demolished third.









- 433 Bratnober Street: This two-story home has significant structural damage and is full of debris and the basement is full of water. The property has a shared driveway with the home to the west at 439 Bratnober St. Contractor shall limit use to the easterly nine (9) feet of the approach, which is to be removed as part of the property. Any damage done by the Contractor to the remainder of the approach or the neighbor's driveway must be repaired by the Contractor. The property adjoins an alley along the rear, but the alley is barricaded preventing access. Easterly fenceline to remain. Any trees that the base/trunk are on the 433 Bratnober side of the fence shall be removed. Any trees that the base/trunk are on the neighbors side at 427 Bratnober shall remain (protect). A portion of the west property line (near the alley) has a fence that shall remain (protect). Any trees that the base/trunk are on the 433 Bratnober side of the fence shall be removed. The property has a significant amount

of trees to be removed. The fence along the alley, along with all threes, brush and overgrowth shall be removed.

- 210 Argyle Street: This two-story home has structural issues, is full of debris, and has a strong odor. There are known to be a lot of stray cats residing in the home, and Contractor shall work with the City Representative, who will arrange to have Animal Control on site at the start of and during demolition to attempt to capture stray cats. There are a lot of trees and overgrowth to be removed, including in the alley right-of-way east of the property. The home is in close proximity to the home to the west at 206 Argyle Street, so carefull demolition techniques will be required. The surface material between the two buildings can remain and does not need to be removed. Pictures on next page:

Sidewalk to remain (protect)
Remove private walk
View of front of 210 Argyle St

206 Argyle
210 Argyle
Remain

Light pole to remain (protect)
Remove trees and overgrowth
Sidewalk to remain (protect)
Bike trail to remain (protect)

View of rear yard, debris, and trees/overgrowth to be removed

EXHIBT "C" DRAFT CONTRACT

CONTRACT RD-2026-06-05P
CONTRACT FOR DEMOLITION AND SITE CLEARANCE SERVICES

[with Regulated Asbestos Containing Materials (RACM)] 121 Irving Street, 1631 W 2nd Street, 229 Sunnyside Avenue, 433 Bratnober Street, and 210 Argyle Street

This Contract for Demolition and Site Clearance Services with RACM) (the "Contract") is entered into as of July 31, 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 31, 2026 thru October 31, 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 Demolition and Site Clearance
e. Demolition Insurance and Bond Requirements

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 demolition until after the Contract has been approved by the City Council and the Contractor has been issued a Notice to Proceed. The work shall commence within ten (10) days after the City has issued a Notice to Proceed unless otherwise agreed upon by both parties, and all work shall be completed and delivered within 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 demolition activity with respect to any 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 Contract, and, thus, failure by the Contractor to timely render and perform services hereunder shall constitute a material breach of Contract.

4. Performance 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, directors, 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, directors, 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 demolition 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.

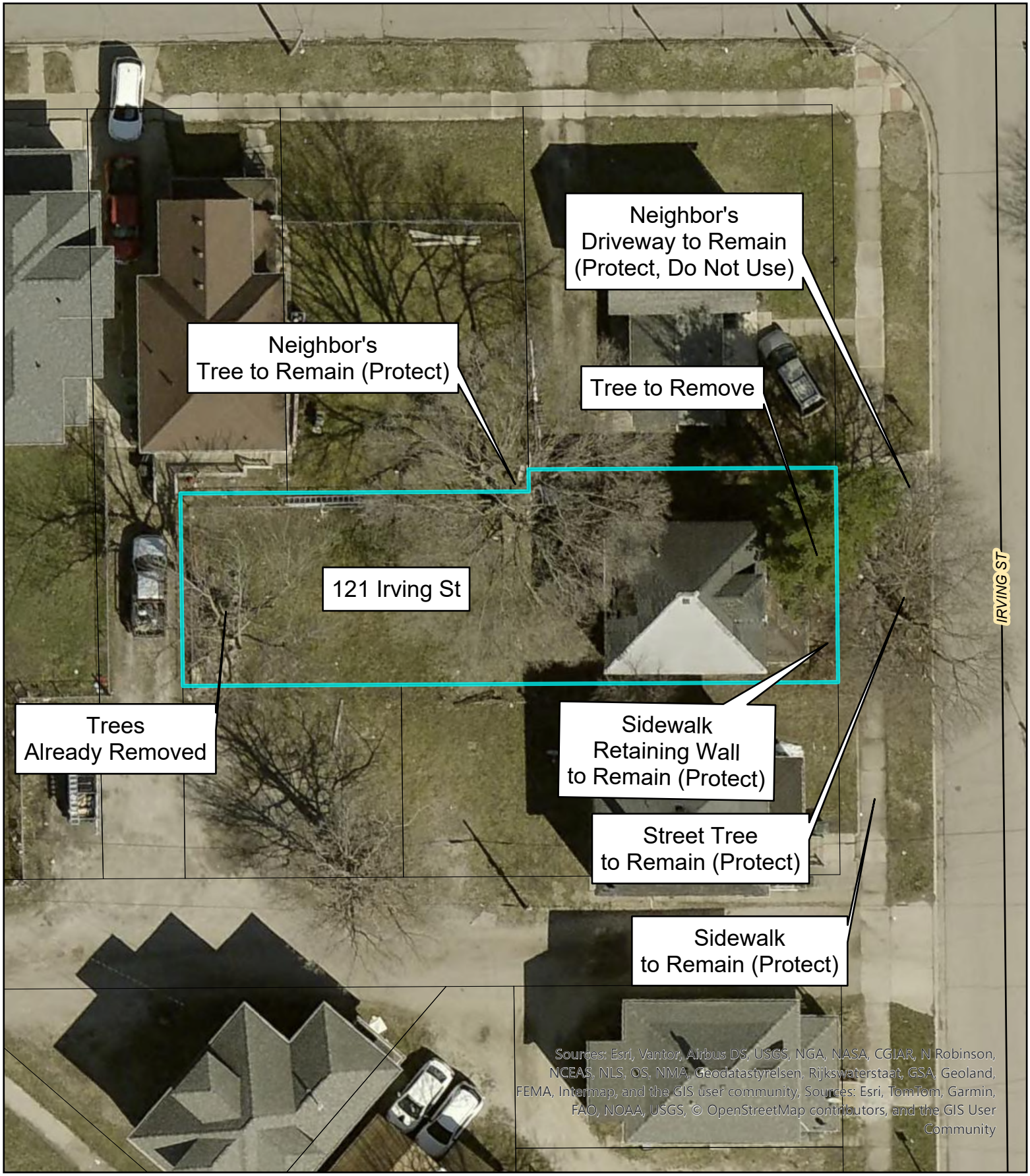
12. Severability. In the event any provision of this Contract, together with the Contract Documents, is held invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions of this Contract shall not be affected thereby and shall continue in full force and effect. If, for any 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.

IN WITNESS WHEREOF, the parties have executed this Contract for Demolition and Site Clearance Services as of the date first set forth above.

CITY OF WATERLOO, IOWA	CONTRACTOR
By: _____	_____
David Boesen, Mayor	Authorized Representative

Attest: _____
Kelley Felchle, City Clerk



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 4,000 8,000 12,000
Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	891325205009
Alternate ID	
Property Address	121 IRVING ST WATERLOO IA 50703
Sec/Twp/Rng	
Brief Tax Description	SULLIVAN DAYS ADDITION S 4 FT N 70 FT E 56 FT LOT 1 BLK 4 N 35 FT S 70 FT LOTS 1 AND 2 BLK 4 (Note: Not to be used on legal documents.)
Deed Book/Page	2025-02250 (2/19/2025)
Contract Book/Page	
Total Acres	0.102
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO
School District	WATERLOO COMMUNITY SCHOOLS
TIF District	941131 - WATERLOO RATH AREA TIF AMD1

View Map

Neighborhood

Neighborhood EWTLO-02

Owner information

Deed	Mail To
CITY OF WATERLOO 715 MULBERRY ST WATERLOO IA 50703	CITY OF WATERLOO 715 MULBERRY ST WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/4/2001	YOUNGBLUT,HAROLD J SR	WOOD,RONALD	343-786	TRANSFER OF PARTIAL INTEREST - PRIOR 09	Contract		$2,000.00
10/7/1998	YOUNGBLUT,HAROLD J SR	PHILLIPS,JOSCELA MGMT GROU	332-547	SALE INVOLVING CONSIDERATION FOR PERSONAL PROPERTY - PRIOR 09	Contract		$6,250.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: x

Front Footage	Front	Rear	Side 1	Side 2
Main Lot	35.00	35.00	120.00	120.00
Sub Lot 2	4.00	4.00	56.00	56.00
Sub Lot 3	0.00	0.00	0.00	0.00
Sub Lot 4	0.00	0.00	0.00	0.00

Lot Area 0.10 Acres;4,424 SF

(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family
Style	2 Story Frame
Architectural Style	N/A
Year Built	1912
Exterior Material	Alum
Total Gross Living Area	1,248 SF
Attic Type	Floor & Stairs;
Number of Rooms	6 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	624
Basement Finished Area	
Plumbing	1 Standard Bath;
Central Air	No
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (60 SF); 1S Frame Open (160 SF);
Decks	
Additions	
Garages	

Permits

Permit #	Date	Description	Amount
FC	07/10/2025	Misc	0
WA 05404	08/14/2012	Roof	1,000
WA 1718	07/27/1999	Misc	1,000

Valuation

		2026	2025	2024	2023	2022
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$4,100	$4,100	$4,100	$4,100	$4,100
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$23,600	$23,600	$18,880	$18,880	$13,530
=	**Gross Assessed Value**	**$27,700**	**$27,700**	**$22,980**	**$22,980**	**$17,630**
-	Exempt Value	($27,700)	($27,700)	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$0**	**$22,980**	**$22,980**	**$17,630**

Exemptions

Code	Description	Amount	Exempt Acres
E86	CITY PROPERTY	$27,700	0

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024
+	Taxable Land Value	$1,945	$1,900	$2,241
+	Taxable Improvement Value	$0	$0	$0
+	Taxable Dwelling Value	$8,955	$8,750	$7,394
=	**Gross Taxable Value**	**$10,900**	**$10,650**	**$9,635**
-	Homestead 65+ Exemption	$0	$0	$0
-	Military Exemption	$0	$0	$0
=	**Net Taxable Value**	**$10,900**	**$10,650**	**$9,635**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730
=	**Gross Taxes Due**	**$498.53**	**$459.33**	**$387.20**
-	Ag Land Credit	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$498.53**	**$459.33**	**$387.20**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$249	Yes		716256
	September 2025	$249	Yes		
2023	March 2025	$230	Yes		648185
	September 2024	$230	Yes		

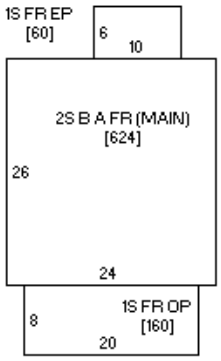
Year	Due Date	Amount	Paid	Date Paid	Receipt
2022	March 2024 September 2023	$194 $194	Yes Yes		545490
2021	March 2023 September 2022	$188 $188	Yes Yes		446174
2020	March 2022 September 2021	$183 $183	Yes Yes		355098
2019	March 2021 September 2020	$180 $180	Yes Yes		213750
2018	March 2020 September 2019	$253 $253	Yes Yes		049128
2017	March 2019 September 2018	$251 $251	Yes Yes		049128
2016	March 2018 September 2017	$259 $259	Yes Yes		049128

Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

Sketches



Sketch by www.camavision.com

Map

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 06/08/2

To: 06/08/2

Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance

Homestead Tax Credit and Exemption

Apply Online for the Homestead Tax Credit and Exemption

Military Service Tax Exemption Application

Apply Online for the Military Service Tax Exemption

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Homestead, Tax Sale Certificate, Special Assessments, Board of Review Petition.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.
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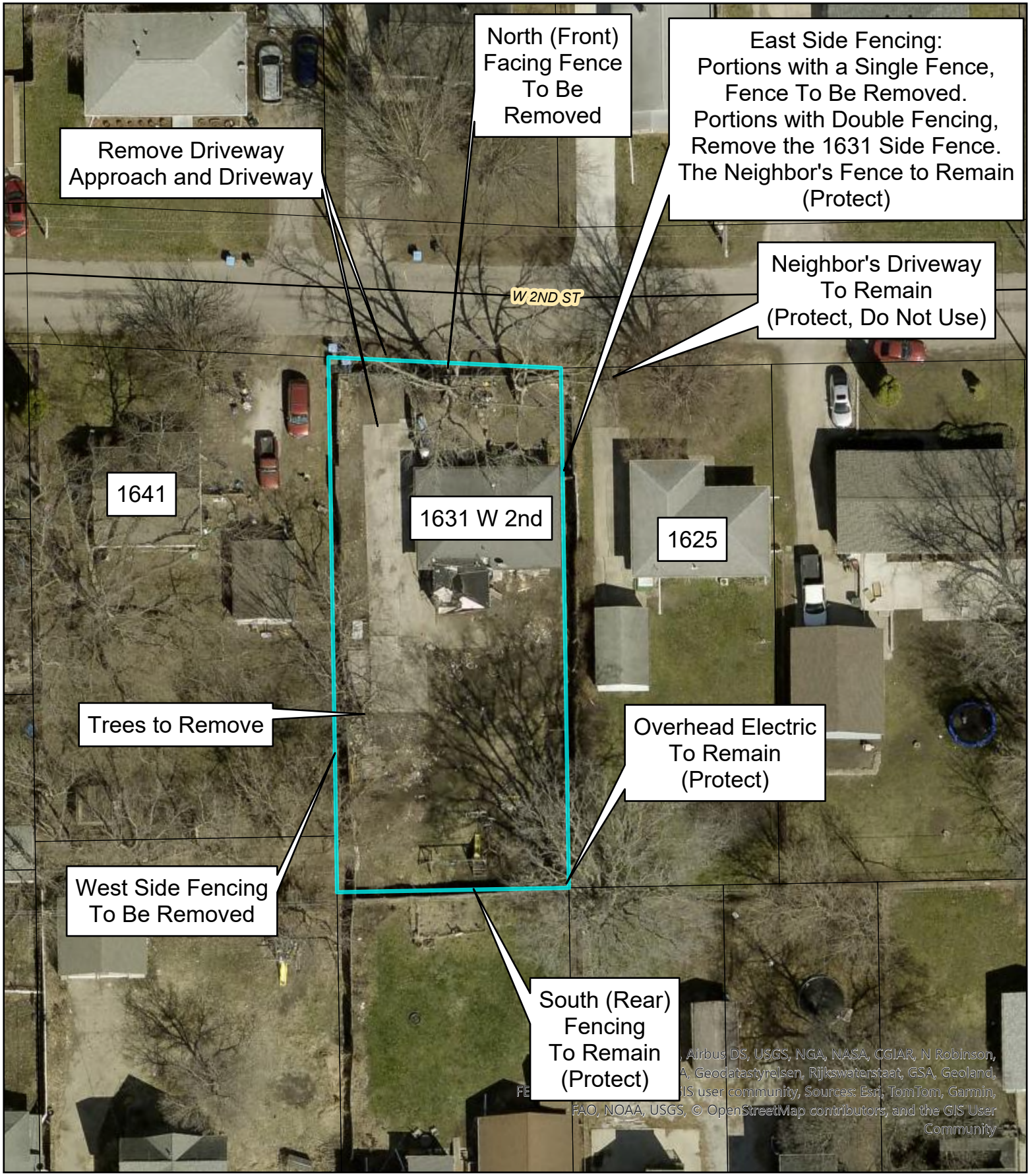
Last Data Upload: 6/5/2026, 10:18:06 PM

Contact Us

Developed by SCHNEIDER GEOSPATIAL



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0 4,000 8,000 12,000
Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	891327434003
Alternate ID	
Property Address	1631 W 2ND ST WATERLOO IA 50701
Sec/Twp/Rng	
Brief Tax Description	AUD FRANCIS WEST SIDE PLAT ALL THAT PART LOT 33 SOUTH OF WEST 2ND ST EXC S 142 FT (Note: Not to be used on legal documents.)
Deed Book/Page	2026-03029 (3/9/2026)
Contract Book/Page	
Total Acres	0.227
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO
School District	WATERLOO COMMUNITY SCHOOLS
TIF District	

View Map

Neighborhood

Neighborhood CWTLO-02

Owner information

Deed	Mail To
CITY OF WATERLOO 715 MULBERRY ST WATERLOO IA 50703	CITY OF WATERLOO 715 MULBERRY ST WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
12/31/1992			304-729	SALE BY LENDING INSTITUTION OF PROPERTY ACQUIRED AS RESULT OF ... - PRIOR 09	Contract		$1,600.00
3/21/1991			295-187	SALE BY LENDING INSTITUTION OF PROPERTY ACQUIRED AS RESULT OF ... - PRIOR 09	Contract		$25,000.00
11/3/1981			242-574	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Contract		$39,000.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 66.00 x 150.00
Lot Area 0.23 Acres;9,900 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family
Style	1 Story Frame
Architectural Style	N/A
Year Built	1956
Exterior Material	Wd Lap
Total Gross Living Area	1,040 SF
Attic Type	None;
Number of Rooms	5 above; 0 below
Number of Bedrooms	2 above; 0 below
Basement Area Type	None
Basement Area	0
Basement Finished Area	
Plumbing	1 Standard Bath;
Central Air	Yes
Heat	Yes
Fireplaces	
Porches	
Decks	
Additions	
Garages	

Permits

Permit #	Date	Description	Amount
WA HA 1376	11/10/2004	A/C	5,300

Valuation

		2026	2025	2024	2023	2022
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$20,200	$20,200	$20,200	$20,200	$20,200
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$6,340	$87,660	$77,230	$77,230	$67,630
=	**Gross Assessed Value**	**$26,540**	**$107,860**	**$97,430**	**$97,430**	**$87,830**
-	Exempt Value	($26,540)	$0	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$107,860**	**$97,430**	**$97,430**	**$87,830**

Exemptions

Code	Description	Amount	Exempt Acres
E86	CITY PROPERTY	$26,540	0

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024
+	Taxable Land Value	$9,581	$9,361	$11,039
+	Taxable Improvement Value	$0	$0	$0
+	Taxable Dwelling Value	$36,631	$35,791	$36,960
=	**Gross Taxable Value**	**$46,212**	**$45,152**	**$47,999**
-	Homestead 65+ Exemption	$0	$0	$0
-	Military Exemption	$0	$0	$0
=	**Net Taxable Value**	**$46,212**	**$45,152**	**$47,999**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730
=	**Gross Taxes Due**	**$2,113.58**	**$1,947.38**	**$1,928.95**
-	Ag Land Credit	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00
-	Homestead Credit	($221.82)	($209.18)	($194.91)
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$1,891.76**	**$1,738.20**	**$1,734.04**

Homestead

Year	Type
2025	HOMESTEAD

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$946	Yes	3/20/2026	709006
	September 2025	$946	Yes	9/19/2025	

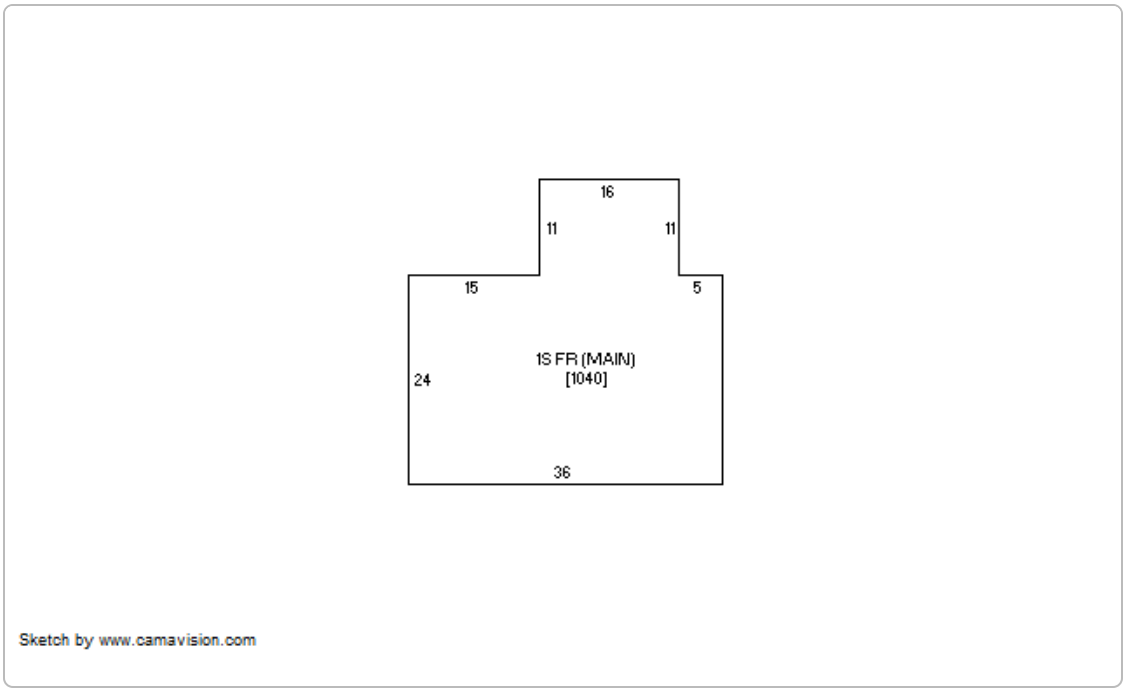
Year	Due Date	Amount	Paid	Date Paid	Receipt
2023	March 2025 September 2024	$869 $869	Yes Yes	3/20/2025 9/20/2024	640681
2022	March 2024 September 2023	$867 $867	Yes Yes	3/18/2024 9/20/2023	573224
2021	March 2023 September 2022	$843 $843	Yes Yes	3/23/2023 9/21/2022	412660
2020	March 2022 September 2021	$778 $778	Yes Yes	3/21/2022 9/22/2021	348552
2019	March 2021 September 2020	$764 $764	Yes Yes	3/22/2021 9/18/2020	216577
2018	March 2020 September 2019	$773 $773	Yes Yes	3/25/2020 9/24/2019	053869
2017	March 2019 September 2018	$765 $765	Yes Yes	3/20/2019 9/27/2018	053869
2016	March 2018 September 2017	$790 $790	Yes Yes	3/22/2018 9/25/2017	053869

Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

Sketches



Map

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 06/08/2

To: 06/08/2

Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance

Homestead Tax Credit and Exemption

Apply Online for the Homestead Tax Credit and Exemption

Military Service Tax Exemption Application

Apply Online for the Military Service Tax Exemption

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Tax Sale Certificate, Special Assessments, Board of Review Petition.

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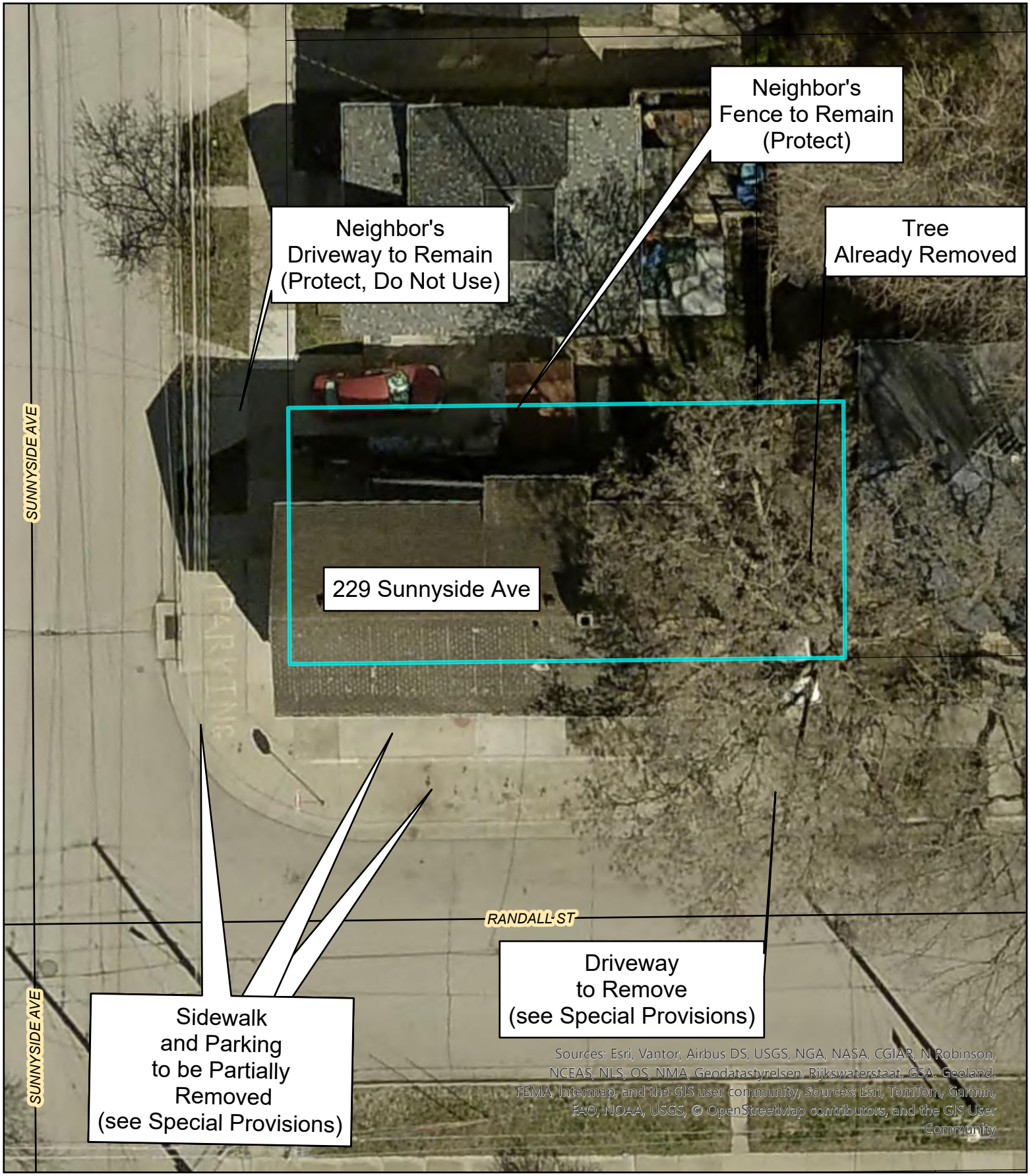

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Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	891326131015
Alternate ID	
Property Address	229 SUNNYSIDE AVE WATERLOO IA 50701
Sec/Twp/Rng	
Brief Tax Description	AUDITOR FRANCIS LELAND PARK PLAT LOT 13 W 10 FT S 30 FT LOT 11 (Note: Not to be used on legal documents.)
Deed Book/Page	2026-01523 (2/5/2026)
Contract Book/Page	
Total Acres	0.045
Class	C - Commercial; R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO
School District	WATERLOO COMMUNITY SCHOOLS
TIF District	

View Map

Neighborhood

Neighborhood *RETAIL STORES WA-W

Owner information

Deed	Mail To
CITY OF WATERLOO 715 MULBERRY ST WATERLOO IA 50703	CITY OF WATERLOO 715 MULBERRY ST WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
2/29/2024	GALLENTINE,JASON	JUENGER,NATHAN	2024-00010610	SALE WITH CONSIDERATION PAID FOR REAL PROPERTY OF $10,000 OR LESS	Deed		$7,241.00
5/1/2018	JOHNSON,CHERYL L	GALLENTINE,JASON	2018-00018118	NORMAL	Contract		$32,400.00
9/29/2003	SCHROCK,DAVID L	JOHNSON,CHERYL L	2004-16507	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Contract		$45,000.00
4/29/1993			634-478	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		$17,000.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Area 0.05 Acres ;1,950 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Commercial Buildings

Building 1: Store - Retail Small, Wood - Frame / Stucco - Frm, 2 Story, Built - 1914, 1000 SF, Bsmt - 1000 SF,
HVAC - Forced Hot Air, Roof - Asph. Shingle/ Wood Dk
Adjustments: A/C - deduct, 1000 SF
A/C - no upper, 1000 SF

Addition 1: Store - Retail Small, Wood - Frame, 1 Story, Built - 1914, 22 SF, Bsmt - 0 SF
HVAC - Forced Hot Air, Roof - Asph. Shingle/ Wood Dk
Adjustments: A/C - deduct, 22 SF

Plumbing: 1 - Water Closet 2 - 3-Fixture Bathroom 2 - Sink-Kitchen
Building Extras: #1- STUCCO STAIRWAY, Quantity=104.00, Units=Square Feet, Height=0, 1914, Qty1

Permits

Permit #	Date	Description	Amount
WA 1432	07/25/2002	Roof	2,275

Valuation

		2026	2025	2024	2023	2022
	Classification	Commercial / Residential	Commercial / Residential	Commercial / Residential	Commercial / Residential	Commercial / Residential
+	Assessed Land Value	$1,950	$1,950	$1,950	$1,950	$3,020
+	Assessed Improvement Value	$18,202	$18,202	$18,202	$18,202	$18,263
+	Assessed Dwelling Value	$5,748	$5,748	$5,748	$5,748	$5,767
=	**Gross Assessed Value**	**$25,900**	**$25,900**	**$25,900**	**$25,900**	**$27,050**
-	Exempt Value	($25,900)	$0	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$25,900**	**$25,900**	**$25,900**	**$27,050**

Exemptions

Code	Description	Amount	Exempt Acres
E86	CITY PROPERTY	$19,684	0

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024
+	Taxable Land Value	$925	$904	$1,650
+	Taxable Improvement Value	$8,633	$8,435	$9,981
+	Taxable Dwelling Value	$2,726	$2,664	$3,152
=	**Gross Taxable Value**	**$12,284**	**$12,003**	**$14,783**
-	Homestead 65+ Exemption	$0	$0	$0
-	Military Exemption	$0	$0	$0
=	**Net Taxable Value**	**$12,284**	**$12,003**	**$14,783**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730
=	**Gross Taxes Due**	**$561.83**	**$517.69**	**$594.08**
-	Ag Land Credit	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$561.83**	**$517.69**	**$594.08**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$281	Yes		721316
	September 2025	$281	Yes		
2023	March 2025	$0	No		674774
	September 2024	$4	Yes	6/16/2025	
2023	March 2025	$12	Yes	6/16/2025	674774
	September 2024	$35	Yes	6/16/2025	
2023	March 2025	$259	Yes	6/16/2025	674774
	September 2024	$259	Yes	6/16/2025	
2022	March 2024	$0	No		549477
	September 2023	$4	Yes	6/17/2024	
2022	March 2024	$13	Yes	6/17/2024	549477
	September 2023	$40	Yes	6/17/2024	
2022	March 2024	$297	Yes	6/17/2024	549477
	September 2023	$297	Yes	6/17/2024	
2021	March 2023	$447	Yes	6/17/2024	452947
	September 2022	$447	Yes	6/17/2024	
2021	March 2023	$41	Yes	6/17/2024	452947
	September 2022	$15	Yes	6/17/2024	
2021	March 2023	$0	No		452947
	September 2022	$4	Yes	12/6/2023	
2021	March 2023	$60	Yes	12/6/2023	452947
	September 2022	$101	Yes	12/6/2023	
2020	March 2022	$14	Yes	5/18/2022	340609
	September 2021	$0	No		
2020	March 2022	$0	No		340609
	September 2021	$14	Yes	11/18/2021	

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022 September 2021	$459 $459	Yes Yes	5/18/2022 11/18/2021	340609
2020	March 2022 September 2021	$4 $0	Yes No	5/18/2022	340609
2019	March 2021 September 2020	$468 $468	Yes Yes	6/21/2021 6/21/2021	201462
2019	March 2021 September 2020	$0 $4	No Yes	 6/21/2021	201462
2019	March 2021 September 2020	$21 $63	Yes Yes	6/21/2021 6/21/2021	201462
2018	March 2020 September 2019	$462 $462	Yes Yes	6/21/2021 6/21/2021	050585
2018	March 2020 September 2019	$76 $118	Yes Yes	6/21/2021 6/21/2021	050585
2017	March 2019 September 2018	$17 $0	Yes No	6/13/2019	050585
2017	March 2019 September 2018	$4 $0	Yes No	6/13/2019	050585
2017	March 2019 September 2018	$376 $376	Yes Yes	6/13/2019 9/24/2018	050585
2016	March 2018 September 2017	$383 $383	Yes Yes	3/28/2018 9/7/2017	050585

Pay Property Taxes

Click here to pay property taxes for this parcel.

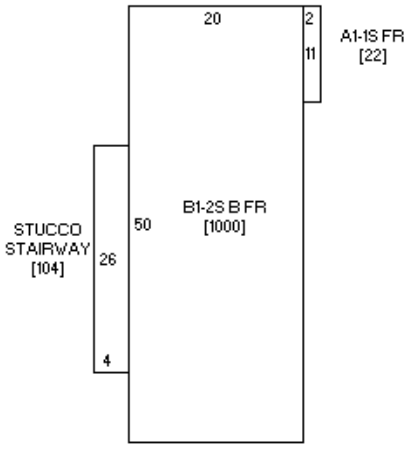
Special Assessments

Project:
WA53-20230524-00 KILL OF WATER - WA53-20230524-00 KILL OF WATER
Accepted Date:
5/24/2023
Parcel Number:
891326131015
Name:
Amortization Date:
12/1/2023
Amortized Interest:
9
Number of Years:
10

Project:
WA35-20230712-07 SIDEWALK REPAIR - WA35-20230712-07 SIDEWALK REPAIR
Accepted Date:
6/5/2023
Parcel Number:
891326131015
Name:
Amortization Date:
12/1/2024
Amortized Interest:
4
Number of Years:
7

Photos

Sketches

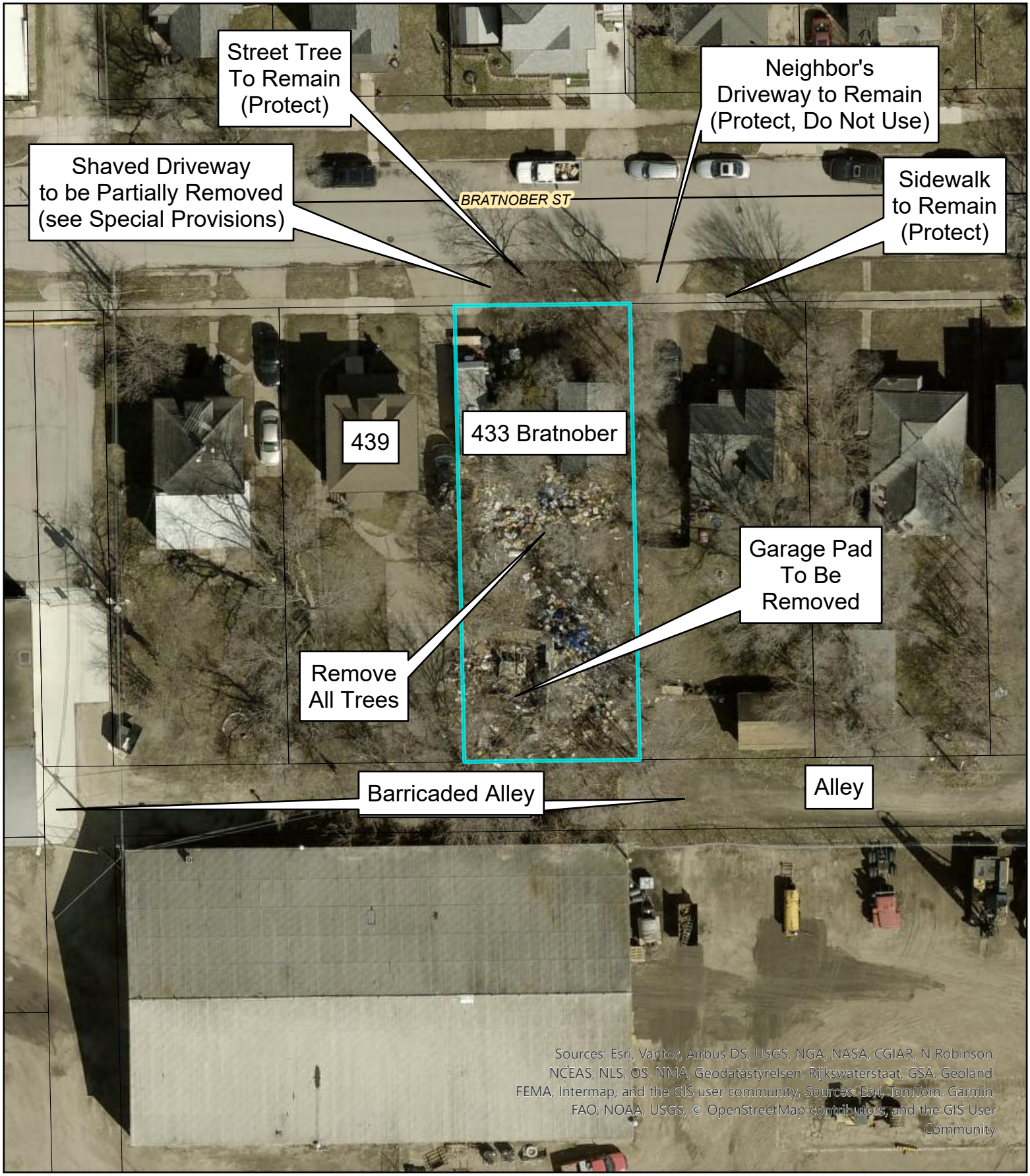


Sketch by www.camavision.com

Map

Polling Location

View Polling Location



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Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	891323252004
Alternate ID	
Property Address	433 BRATNOBER ST WATERLOO IA 50703
Sec/Twp/Rng	
Brief Tax Description	RICKER AND BRATNOBER LAND CO ADDITION LOT 8 BLK 11 (Note: Not to be used on legal documents.)
Deed Book/Page	2025-17756 (12/3/2025)
Contract Book/Page	
Total Acres	0.149
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO
School District	WATERLOO COMMUNITY SCHOOLS
TIF District	941311 - WATERLOO LOGAN UR TIF AMD1

View Map

Neighborhood

Neighborhood NWTLO-01

Owner information

Deed	Mail To
CITY OF WATERLOO ATTN: FINANCE DEPARTMENT 715 MULBERRY ST WATERLOO IA 50703	CITY OF WATERLOO ATTN: FINANCE DEPARTMENT 715 MULBERRY ST WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
8/15/2007	WOOCK,ELMER J	WHEELER,LAWRENCE S III	2008-004063	TRANSFER TO/BY ESTATE - PRIOR 09	Deed		$22,900.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 50.00 x 130.00
Lot Area 0.15 Acres;6,500 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family
Style	1 3/4 Story Frame
Architectural Style	N/A
Year Built	1894
Exterior Material	Asb
Total Gross Living Area	846 SF
Attic Type	None;
Number of Rooms	4 above; 0 below
Number of Bedrooms	2 above; 0 below
Basement Area Type	None
Basement Area	224
Basement Finished Area	
Plumbing	1 Standard Bath;
Central Air	No
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (40 SF); 1S Frame Enclosed (75 SF);
Decks	
Additions	1 Story Frame (224 SF) (224 Bsmt SF);
Garages	600 SF - Det Frame (Built 1904);

Yard Extras

#1 - (1) Shed 60 SF, Frame Shed, Average Pricing, Built 1894

Permits

Permit #	Date	Description	Amount
FC	03/19/2026	Demo/Rmvl	0
WA 06300	04/06/2020	Demo/Rmvl	0
WA 03685	08/29/2013	Roof	1,705

Valuation

		2026	2025	2024	2023	2022
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$6,370	$6,370	$6,370	$6,370	$6,370
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$13,740	$13,740	$9,160	$9,160	$7,000
=	**Gross Assessed Value**	**$20,110**	**$20,110**	**$15,530**	**$15,530**	**$13,370**
-	Exempt Value	($20,110)	$0	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$20,110**	**$15,530**	**$15,530**	**$13,370**

Exemptions

Code	Description	Amount	Exempt Acres
E86	CITY PROPERTY	$20,110	0

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024
+	Taxable Land Value	$3,021	$2,952	$3,481
+	Taxable Improvement Value	$0	$0	$0
+	Taxable Dwelling Value	$4,345	$4,245	$3,826
=	**Gross Taxable Value**	**$7,366**	**$7,197**	**$7,307**
-	Homestead 65+ Exemption	$0	$0	$0
-	Military Exemption	$0	$0	$0
=	**Net Taxable Value**	**$7,366**	**$7,197**	**$7,307**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730
=	**Gross Taxes Due**	**$336.90**	**$310.40**	**$293.65**
-	Ag Land Credit	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$336.90**	**$310.40**	**$293.65**

Tax History

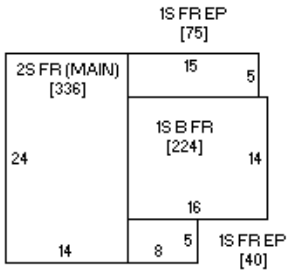
Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$168	Yes		697055
	September 2025	$168	Yes		
2023	March 2025	$155	Yes		626323
	September 2024	$155	Yes		
2022	March 2024	$147	Yes	6/17/2024	520337
	September 2023	$147	Yes	9/1/2023	
2022	March 2024	$0	No		520337
	September 2023	$4	Yes	6/17/2024	
2022	March 2024	$4	Yes	6/17/2024	520337
	September 2023	$0	No		
2021	March 2023	$143	Yes	9/2/2022	424463
	September 2022	$143	Yes	9/2/2022	
2020	March 2022	$293	Yes	1/14/2022	331233
	September 2021	$293	Yes	9/3/2021	
2019	March 2021	$288	Yes	2/3/2021	272537
	September 2020	$288	Yes	9/14/2020	
2018	March 2020	$290	Yes	12/9/2019	046042
	September 2019	$290	Yes	9/5/2019	
2017	March 2019	$288	Yes	2/28/2019	046042
	September 2018	$288	Yes	10/2/2018	
2017	March 2019	$0	No		046042
	September 2018	$1	Yes	10/2/2018	
2016	March 2018	$199	Yes	2/7/2018	046042
	September 2017	$199	Yes	8/18/2017	

Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

Sketches



Sketch by www.camavision.com

Map

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 06/08/2

To: 06/08/2

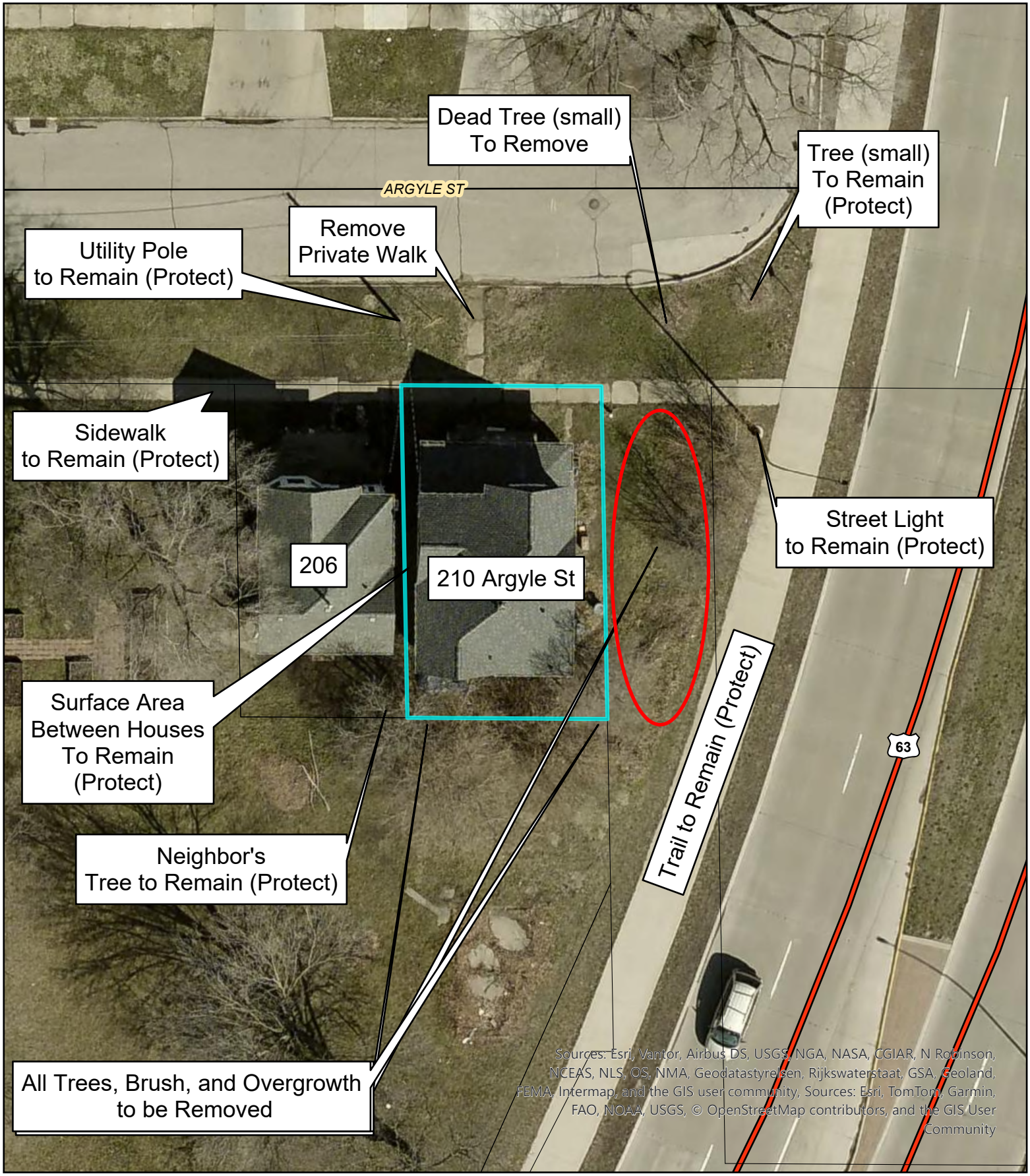
Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance



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Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	891324301003
Alternate ID	
Property Address	210 ARGYLE ST WATERLOO IA 50703
Sec/Twp/Rng	
Brief Tax Description	COOLEY ADDITION E 36 FT LOT 13 BLK 65 (Note: Not to be used on legal documents.)
Deed Book/Page	2026-03872 (3/25/2026)
Contract Book/Page	
Total Acres	0.05
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO
School District	WATERLOO COMMUNITY SCHOOLS
TIF District	941311 - WATERLOO LOGAN UR TIF AMD1

View Map

Neighborhood

Neighborhood NWTLO-01

Owner information

Deed	Mail To
CITY OF WATERLOO 715 MULBERRY ST WATERLOO IA 50703	CITY OF WATERLOO 715 MULBERRY ST WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
11/3/2010	VERIDIAN CREDIT UNION	KNEBEL,ROGER	2011-00009541	SALE BY LENDING INSTITUTION OF PROPERTY ACQUIRED AS RESULT OF FORE ... - 09/11	Deed		$7,000.00
8/3/2010	FARIES,CHERYL S	VERIDIAN CREDIT UNION	2011-00003161	QUIT CLAIM DEED - 09/11	Deed		$3,000.00
8/31/2006	FARIES,CHERYL S	JOHN DEERE COMM CREDIT UNION	2007-007230	SHERIFF OR TAX SALE - PRIOR 09	Deed		$20,054.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 36.00 x 60.00
Lot Area 0.05 Acres;2,160 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family
Style	2 Story Frame
Architectural Style	N/A
Year Built	1902
Exterior Material	Vinyl
Total Gross Living Area	1,616 SF
Attic Type	None;
Number of Rooms	6 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	808
Basement Finished Area	
Plumbing	1 Standard Bath;
Central Air	No
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (164 SF);
Decks	
Additions	
Garages	

Permits

Permit #	Date	Description	Amount
WA 13599	11/05/2021	Roof	5,000

Valuation

		2026	2025	2024	2023	2022
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$3,910	$3,910	$3,910	$3,910	$3,910
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$57,070	$57,070	$38,040	$38,040	$28,100
=	**Gross Assessed Value**	**$60,980**	**$60,980**	**$41,950**	**$41,950**	**$32,010**
-	Exempt Value	$0	$0	$0	$0	$0
=	**Net Assessed Value**	**$60,980**	**$60,980**	**$41,950**	**$41,950**	**$32,010**

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024
+	Taxable Land Value	$1,855	$1,812	$2,137
+	Taxable Improvement Value	$0	$0	$0
+	Taxable Dwelling Value	$18,043	$17,629	$15,357
=	**Gross Taxable Value**	**$19,898**	**$19,441**	**$17,494**
-	Homestead 65+ Exemption	($6,500)	($3,250)	$0
-	Military Exemption	($4,000)	($4,000)	($1,852)
=	**Net Taxable Value**	**$9,398**	**$12,191**	**$15,642**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730
=	**Gross Taxes Due**	**$429.83**	**$525.79**	**$628.61**
-	Ag Land Credit	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00
-	Homestead Credit	($221.82)	($209.18)	($194.91)
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$208.01**	**$316.61**	**$433.70**

Homestead

Year	Type
2025	HOMESTEAD

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$104	Yes		728083
	September 2025	$104	Yes		
2023	March 2025	$0	No		650907
	September 2024	$9	Yes	1/10/2025	
2023	March 2025	$7	Yes	6/13/2025	650907
	September 2024	$0	No		

Year	Due Date	Amount	Paid	Date Paid	Receipt
2023	March 2025	$4	Yes	6/13/2025	650907
	September 2024	$0	No		
2023	March 2025	$158	Yes	6/13/2025	650907
	September 2024	$158	Yes	1/10/2025	
2022	March 2024	$217	Yes	6/17/2024	536629
	September 2023	$217	Yes	1/26/2024	
2022	March 2024	$0	No		536629
	September 2023	$3	Yes	10/16/2023	
2022	March 2024	$0	No		536629
	September 2023	$4	Yes	6/17/2024	
2022	March 2024	$0	No		536629
	September 2023	$4	Yes	1/18/2024	
2022	March 2024	$10	Yes	6/17/2024	536629
	September 2023	$0	No		
2021	March 2023	$210	Yes	6/19/2023	422776
	September 2022	$210	Yes	4/27/2023	
2021	March 2023	$3	Yes	4/27/2023	422776
	September 2022	$22	Yes	4/27/2023	
2021	March 2023	$0	No		422776
	September 2022	$4	Yes	4/27/2023	
2021	March 2023	$6	Yes	6/19/2023	422776
	September 2022	$0	No		
2020	March 2022	$0	No		313052
	September 2021	$4	Yes	4/25/2022	
2020	March 2022	$282	Yes	4/25/2022	313052
	September 2021	$282	Yes	4/25/2022	
2020	March 2022	$0	No		313052
	September 2021	$25	Yes	3/11/2022	
2020	March 2022	$4	Yes	4/25/2022	313052
	September 2021	$1	Yes	4/25/2022	
2019	March 2021	$0	No		274092
	September 2020	$4	Yes	6/11/2021	
2019	March 2021	$12	Yes	6/11/2021	274092
	September 2020	$37	Yes	6/11/2021	
2019	March 2021	$274	Yes	6/11/2021	274092
	September 2020	$274	Yes	6/11/2021	
2018	March 2020	$281	Yes	6/11/2021	047702
	September 2019	$281	Yes	5/25/2021	
2018	March 2020	$42	Yes	5/25/2021	047702
	September 2019	$67	Yes	5/25/2021	
2018	March 2020	$1	Yes	6/11/2021	047702
	September 2019	$0	No		
2017	March 2019	$0	No		047702
	September 2018	$2	Yes	10/26/2018	
2017	March 2019	$4	Yes	4/12/2019	047702
	September 2018	$0	No		
2017	March 2019	$2	Yes	5/10/2019	047702
	September 2018	$0	No		
2017	March 2019	$276	Yes	5/10/2019	047702
	September 2018	$276	Yes	10/26/2018	
2017	March 2019	$4	Yes	4/12/2019	047702
	September 2018	$0	No		
2016	March 2018	$192	Yes	4/10/2018	047702
	September 2017	$192	Yes	5/14/2019	
2016	March 2018	$1	Yes	4/10/2018	047702
	September 2017	$0	No		
2016	March 2018	$0	No		047702
	September 2017	$6	Yes	5/14/2019	
2016	March 2018	$4	Yes	4/10/2018	047702
	September 2017	$0	No		

Pay Property Taxes

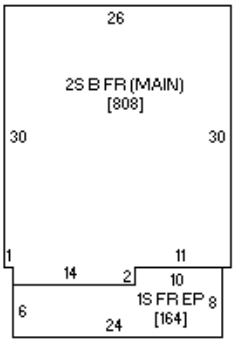
Click here to pay property taxes for this parcel.

Special Assessments

Project:
WA53-20230323-00 KILL OF WATER - WA53-20230323-00 KILL OF WATER
Accepted Date:
3/22/2023
Parcel Number:
891324301003
Name:
Amortization Date:
12/1/2023
Amortized Interest:
9
Number of Years:
10

Photos

Sketches



Sketch by www.camavision.com

Map

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 06/08/2

To: 06/08/2

Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance

Homestead Tax Credit and Exemption

Apply Online for the Homestead Tax Credit and Exemption

Military Service Tax Exemption Application

Apply Online for the Military Service Tax Exemption

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Exemptions, Tax Sale Certificate, Board of Review Petition.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 6/5/2026, 10:18:06 PM

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 23, 2026, and date of public hearing as August 3, 2026, in conjunction with the FY 2027 Sidewalk Infill, Sidewalk Ramp, and Trail Repair Program - Zone 5B, Contract No. 1157, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

ADA ramp repairs, sidewalk infill as recommended by the Complete Streets Committee and trail repairs.
This year's inspected area is Zone 5B and is bounded by: E. Ridgeway Avenue – East City Limit line - South City Limit Line - Kimball Avenue

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
Community Development Department

MEETING DATE
July 6, 2026

AGENDA ITEM TITLE
Resolution setting date of public hearing as July 20, 2026 to review the funding recommendations of the Community Development Board's FY27 Annual Action Plan for CDBG and HOME funds for the Waterloo/Cedar Falls HOME Consortium, and instruct the City Clerk to publish notice.

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
Finance Department

MEETING DATE
July 6, 2026

AGENDA ITEM TITLE
Resolution approving award of hotel/motel tax council discretionary funds to the Waterloo Police Department in the amount of $12,800.00 for security detail at the National Cattle Congress fair in September 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. records@waterloopolice.com_20260618_095959

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 either mail or email to:
City of Waterloo Finance Dept., City Hall,
715 Mulberry St.,
Waterloo, Iowa, 50703

bridgett.wood@waterloo-ia.org

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 Waterloo Police Department

Name of facility/project Cattle Congress Security Detail

Contact person Aaron McClelland

Email mcclellanda@waterloopolice.com

Address of organization or person completing application:

Street 715 Mulberry St.

City Waterloo **State** Ia **Zip** 50703

Phone 319-292-4340 **Fax:** 319-291-4332

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.**

The National Cattle Congress is requesting a security detail for the National Cattle Congress celebration September 24-26, 2026. The Waterloo Police Department will donate a portion of its cost to the Cattle Congress but because of the manpower needed to protect the staff and 50,000 visitors to the event will need to staff this for every open hour during the dates listed.

The department is requesting $12,800.00 in additional Hotel Motel monies to help facilitate a safe and secure celebration. This money will be spent on Officer overtime and staffing during the event.

3. **What is the mission of your organization?**

Protection and security for the citizens of Waterloo and out of town visitors during the National Cattle Congress while representing the City of Waterloo in a positive manner.

4. **How long has your organization been in existence?**

Since 1868.

5. **How many staff members and/or volunteers are involved in this organization and the project?**

We will have to staff this each day for every hour of operation making that number an estimate but roughly 50 slots over the entire span of the event.

6. **Please indicate all the categories that your projects supports:**

- [x] Category 1 – Supports tourism and heads on beds
- [x] Category 2 – Supports and assists community events
- [x] Category 3 – Brings people downtown
- [x] 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.**

The Waterloo Police Department will be representing the city of Waterloo during this event. Our goal is to keep patrons of the event and the staff safe while upholding professionalism and an image of Waterloo that our stakeholders would be proud of.

This will be hundreds of hours of overtime to ensure this project is run in a manner that is safe for everyone including our staff.

This is one of the largest events the city promotes and the department is dedicated and ready to ensure this event promotes the city in a positive manner while upholding the laws of the state of Iowa.

8. **If your project has or will continue for more than one year, please explain your plans for financial sustainability**

This is an annual event and the National Cattle Congress is working towards funding this project on their own in years to come. At this time they are unable to come up with the funds for this needed security so the department is requesting additional funds as our normal overtime does not support this level of overtime.

9. **Give an estimate of how you plan to measure the success of the project**

The department will measure the success of this even by ensuring all laws and statutes are followed and fair goes are safe and secure during the celebration. The department will stand ready to react to any and all situations as needed and will document any and all interactions which require that.

10. **Describe specifically how the proposed project will be marketed.**

National Cattle Congress Security Detail

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.

Waterloo Police overtime- $12,800.00

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	$ 12,800.00
Additional Funding Sources	$
In-Kind Services	$
Hotel/Motel Tax Grant Request	$ 12,800.00

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.

Signature of Applicant 6/18/26 **Date**

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Finance Department

MEETING DATE
July 6, 2026

AGENDA ITEM TITLE
Resolution approving award of hotel/motel tax council discretionary funds to the Waterloo Community Foundation for Waterloo Youth City Council in the amount of $25,000.00.

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. WCF - WYCC HMT Application FY27
2. WYCC Report fy26
3. WYCC Budget

4. WYCC Bylaws
5. WCF W-9
6. WCF Tax Exempt Status Verification

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 either mail or email to:
City of Waterloo Finance Dept., City Hall,
715 Mulberry St.,
Waterloo, Iowa, 50703

bridgett.wood@waterloo-ia.org

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 Waterloo Community Foundation

Name of facility/project Waterloo Youth City Council - Youth Civic Engagement

Contact person Carol Luce

Email cluce051774@gmail.com

Address of organization or person completing application:

Street 545 Sheridan Rd

City Waterloo **State** IA **Zip** 50701

Phone 319-231-2401 **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.

Statement of Needs:
While the need for civic engagement and community service among all age groups in our democratic republic is self-evident, it is worth noting that these values and actions must be nurtured. According to a 2023 survey of 4,008 people (ages 18 to 24) commissioned by the Institute for Citizens and Scholars, only 48% planned to vote in the 2024 elections. Furthermore, 33% reported they had no intention of participating in civic activities. Overall, the survey research found a strong relationship between greater knowledge about civics and levels of engagement, and data underscored the importance of supporting citizen participation among disenfranchised groups (https://citizensandscholars.org/research/civic-outlook-of-young-adults/).
Who We Benefit:
The Waterloo Youth City Council, as its name conveys, involves local youth in community service, leadership, and civic engagement. Up to thirty students may serve on the council. Sophomores through Seniors must apply, supply two reference letters, and interview to serve on the Youth City Council. Currently, our council is comprised of twenty-seven students representing all five wards of the city and three of the four high schools (Expo High School is not represented this year).
The Youth City Council's mission is: "To explore, communicate, and provide for the needs, problems, issues, and activities affecting Waterloo's youth." Furthermore, the Youth City Council describes a parallel purpose of empowering young people to "think critically, debate civilly, and forge consensus on the most critical issues facing our city." These statements capture the two-fold benefits of community service and civic engagement. Our youth community gains from the service Youth City Council members provide, and the latter develop motivation for service and vital skills along the way.

In a recent open-ended survey of 20 Youth City Council members, 60% reported a growth in communication or social skills and community knowledge. Also, 40% described a greater sense of belonging and confidence. Nineteen of the twenty respondents believed their participation in the Youth City Council will shape their future, with sixteen indicating an interest in student government, further community involvement, or running for political office. This is the trajectory of civic engagement the Youth City ouncil intends to create.

The WYCC remains active with service projects, particularly in mental health, where they sponsored state legislation enabling greater youth access to services. Inspired by their successes, members of the WYCC continue to explore more opportunities to advocate for fellow citizens, confront pervasive problems affecting youth, and serve on behalf of their peers locally and across the state.

Funding will help us to continue our efforts in helping shape more of our youth in Waterloo. Grant funding would be used to increase civic engagement through possible trips to engage with State and National government in Des Moines and/or Washington D.C. in addition, WYCC members will continued partnerships with local providers like UnityPoint and MercyOne and other nonprofits.

3. **What is the mission of your organization?**

The Council's mission is: "To explore, communicate, and provide for the needs, problems, issues, and activities affecting Waterloo's youth." Further, the Youth City Council describes a parallel purpose of empowering young people to "think critically, debate civilly, and forge consnsus on the most critical issues facing our city. These statements capture the two-fold benefits of community service and civic engagement.

4. **How long has your organization been in existence?**

Waterloo Youth City Council was established in 2019, and we will be starting our 8th year in existence. We have worked with over 200 of our Waterloo high school students coming from East, West, Columbus and Expo High Schools.There are only 3 Youth City Councils in the State of Iowa and our Council was instrumental in getting a bill passed in Des Moines regarding youth mental health that is now helping over 500,000 youth in our State.

5. **How many staff members and/or volunteers are involved in this organization and the project?**

We have a Director, Assistant Director and 3 Advisors. Over the years we have partnered with Allen College, Alive and Running, MercyOne, Black Hawk Grundy Mental Health, Elevate, Volunteer Center of Cedar Valley, UnityPoint, Irish Fest, Mayor's Fun Run, and our members were escorts for the 2020 Presidential Democratic canidates when they came to Waterloo.

6. **Please indicate all the categories that your projects supports:**

- ☐ 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.**

One of the joys of watching and participating in the WYCC is to see young people develop as leaders, advocates, and engaged citizens. For the upcoming year, we plan to continue our suicide prevention training with Alive and Running Iowa and take students on a historical tour of Waterloo. One recent graduate reflected, "I really liked the trainings and the tour of Waterloo and directly getting involved in the community".In addition students will volunteer at Irish Fest and the Mayor's Fun Run and serve as greeters at the UnityiPoint Mental Health awareness Brekfast. These events, in the words of another graduate said "WYCC enabled her to develop valuable skills of civic leadership and teamwork, in an effort to improve the lives of youth here in Waterloo.

However, we believe WYCC isn't an end, but a means to far greater ends. In a recent survey of nineteen WYCC members, eighteen members confidently stated that their experiences in WYCC will shape their choices and activities as citizens of future communities. One student described WYCC as " 'the beginning to such a far path." Another predicted WYCC will "influence me to be more active in whatever community I choose, and increase a desire for me to peacefully and logically communicate my ideas…"

WYCC supports our youth, gives them a voice and overall improves their quality of life and highlights our City.

8. **If your project has or will continue for more than one year, please explain your plans for financial sustainability**

WYCC is starting on their 8th year. We have written grants, spoken to many service clubs asking for donations, we hold a year end celebration for the community to hear about what all we have accomplished, and we send out an annual letter asking for continued support. A budget is attached as evidence of our long-term financial sustainability.

9. **Give an estimate of how you plan to measure the success of the project**

The WYCC is constructed around the belief that participating in service and leadership is not only formative – it is transformative. In addition to being self-governing, members average 1,000 volunteer hours annually. These experiences serve as a launch pad, carrying students on a trajectory towards future civic engagement, is not only formative – it is transformative. In addition to being self-governing, members average 1,000 volunteer hours annually. These experiences serve as a launch pad,carrying students on a trajectory towards future civic engagement.

As our Seniors graduate we also have them complete an exit survey asking them the following:
1. Did you feel you made a positive impact in their community?
2. Did you feel valued and viewed as a resource?
3. Did you feel your voice was heard?
4. Did you develop a positive view of your city?
5. And by participating in your community did, you feel that you have made a positive contribution.

And they all answered YES!
In addition, the continued financial support from local leaders and organizations serves as evidence of their belief in our work and overall success.

10. **Describe specifically how the proposed project will be marketed.**

We have a FaceBook page, Instagram, TikTok, and we speak at several service clubs. Our Marketing committee is student-led and meets once a month to plan how we will advertise our work to the community. This committee works alongside our community & budget committees to make sure we continue share our activities and mission with the local community.

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.**

For the past 8 years our Director has written grants, spoken to several service clubs, networked with our community leaders to gain their support, worked closely with our local schools and volunteered for several of our local non-porfit agencies and community events.

We receive over $3,250 in in-kind donations, around $30,000 in grants, $13,000 from individuals and business donations. We host a year End Celebration where our community is invited to attend.

WYCC funds are held at the Budget for 2026-2027 Waterloo Community Foundation, serving as our fiscal sponsor. I will attach their tax exempt form.

Also a copy of our By-Laws; Code of Conduct; WYCC Points Tracking; Annual Letter; Budget for 2026-27 year

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	$79,300.00
Additional Funding Sources	$51,050.00
In-Kind Services	$3,250.00
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.

Carol Luce
Signature of Applicant

June 23, 2026
Date

Intended goals for our program: Here are the written comments from our senior survey. I think you would agree we met our goals.

I loved WYCC and being a part of it. I really wish I joined a year earlier. DC trip was absolutely so fun and I think that everything is being done right. I love Mrs. Luce and think no one could do it better.

I gained a new understanding for my community and a strong support system of adults (Luce/Zondo) that I know will have my back no matter what challenges I face. Throughout my time, Youth City Council has given me a safe place to express social and creative ideas. *I really liked things we do such as the AID training and the historical tour, directly getting involved in the community.* Maybe more of a connection with the home high schools could help the council, but in terms of community impact I think it does a nice job.

WYCC gave me so many opportunities to work with different students from other schools, get more involved in my community, and so may other things. It is amazing to see how involved we and WYCC were able to get in our community, and how many people we affected. *What may seem small or inconsequential can have a positive lasting effect on members of our community. I was able to grow in my confidence, meet so many new people, and to experience being a part of something so impactful.*

Joining the Waterloo Youth City Council was one of the best decisions I've made in high school. I've learned so much through my two years being a part of the council, and have developed valuable skills of civic leadership and teamwork, in an effort to improve the lives of youth here in Waterloo. I can't thank Mrs. Luce, Mrs. Zondo, Mr. Riley, Mr. Grieder, and all of the other members of the council for making these two years special!

Through my experience with the WYCC, *I have gained a stronger sense of leadership when approaching needs in my own community. It has been empowering to see a solid group of teenagers lead public events and shape their integrity with the outreach opportunities we participated in.* Moving forward, I strongly recommend that each student continues to be given the chance to explore our community's needs with their own unique ideas and perspectives.

The wycc has given me so many opportunities to learn and grow within the community. To be around like minded individuals and have similar aspirations is amazing to experience. Ive gained awareness and understanding about pressing issues in our community. *The council helps spread awareness to youth and offer unfamiliar resources and tools to young people seeking aid.* I recommend everyone to come check out a meeting and see what the youth have to offer on behalf of the council.

The Waterloo Youth City Council was more than a club to me. *It was a family, everyone there was always so open to each other, and we all just bonded like nothing. I not only gained so much experience and knowledge, but also a family.* The WYCC has impacted our community and our state so much that they actively advocate for mental health, even passing a state law to have mental health resources information on the back of student id's simply showing how passionate and dedicated the members and advisors are. My only recommendation that I have would be between general meetings it would be good to maybe be more active like working on something within our community so we stay active, also more reminders between volunteer opportunities.

The Waterloo Youth City Council has provided me with the opportunity to be in rooms I would have never thought of before. I have gained knowledge over what the democratic process looks like and just an overall better understanding of politics. We are consistently out in the community and empowering others. My recommendation for the future would be one big waterloo youth city council group chat with everyone's number to communicate through there and emails as well.

I've had a great experience with WYCC because it creates a supportive and positive environment. *Being part of this group has helped me build confidence and improve my communication and teamwork skills. WYCC makes a strong impact on the community by encouraging youth involvement and bringing people together.* Moving forward, I think adding more opportunities for leadership and engagement would make the program even better.

I was able to gain political experience that I am thankful for. However, I feel our impact has been minimal; spare our mental health seminars, I feel we have failed to bring any true benefit to the community further than that. The main accomplishment the council lauds is the ID card information – something accomplished before the time of any sitting member being on the council. If the council is to justly endure, it must do more; I hope that it will do more.

I don't have anything at the moment.

I learned so much about this city even though I was born here! I've enjoyed participating in every event we've had and couldn't thank the WYCC enough for giving me the

opportunities to make an impact in my city success street is forever grateful for you guys!!

This group allowed me to connect with individuals my age around the Cedar Valley who are also motivated and strive to achieve great things. *I gained more confidence in myself and public speaking, and realized how important doing things in the background is in comparison to an end goal.* Our council impacts our community because it brings attention to issues that can get discounted, and also allows youth in the area to see that the things they care about or are affected by do have attention brought to them. In the future, I would like those who are not in leadership roles from all of the grade levels in the council to have tasks to involve themselves in. Everyone should also branch off slightly from what the advisors say and take initiative to better it.

Funds spent –

$25,000 - Hotel Motel Funds

$ 6,000.00	Director & Assistant's Stipend
$15,000.00	Close Up Program in DC
$ 4,000.00	Training & Marketing materials
	A.I.D training
	Year End Campaign & Postage
	Meetings supplies

Thank you for your belief in WYCC & support —

Carol Luce, Director

WATERLOO YOUTH CITY COUNCIL
Budget 2026-2027

Income		Budget
In Kind	Approx $3,250 in In-Kind donations. Room rental ($1,750), graphic design ($500), bus for historical tour ($500), Allen College food for historical tour ($500)	
Individual & Business Donations		$8,000.00
Grants & Family Foundations		$45,000.00
Washington DC Student Family Contributions		
Celebration Event		$1,000.00
Year End Campaign		$2,000.00
Interest		$2,000.00
Other		$21,300.00
		$79,300.00

Expenses		
In Kind		
Marketing		
	T-Shirts	$500.00
	Website (Due Sept 2026 - good for 3 years)	$500.00
	Printed Materials (business cards, one sheet, flyers)	$1,000.00
	Promo Table Items	$200.00
Programming		
	Focus - Mental Health (ex. SMACK cards, PSAs, focus-related printing, food for mental health events, yoga retreat, art project)	$6,000.00
	Meetings (ex. Printing supplies for meetings, printing, food for meetings, room rental)	$1,000.00
	Training Materials (ex. Books, thank you notes, postage)	$300.00
	Transportation (ex. Coordinator mileage, kids attending meetings/events)	$300.00
	Historical Tour (in-kind food, speaker, transportation)	$1,000.00
	Des Moines (ex. Food, transportation)	$3,000.00
	Washington DC Trip (ex. Coordinator mileage to Cedar Rapids, airport parking, food in D.C.)	$28,000.00
Fundraising		
	Celebration Event (ex. Room rental, food, invitations, pledge cards)	$1,000.00
	Year End Campaign (ex. Printed letters, pledge cards, postage)	$500.00
Payroll		
	Director Stipend	$25,000.00
	Assistant Stipend	$5,000.00

	School Advisor Stipend	$4,000.00
Fees		$2,000.00
		$79,300.00

Waterloo Youth City Council

Dear

As we reflect on the past year, the Waterloo Youth City Council (WYCC) is filled with pride and gratitude for the impact we've made—and for the incredible support that made it all possible.

Our youth members have stepped up in powerful ways: leading a second Suicide Prevention Training with community partners, organizing a Waterloo Historical Tour to celebrate our city's heritage, and even advocating for mental health policy at the state level. These moments weren't just events—they were reflections of young people finding their voice, building connections, and driving real change.

We've also been hands-on in the community, volunteering at Irish Fest, the Mayor's Fun Run, and a backpack giveaway with the Boys & Girls Club. Each experience helped shape future-ready leaders and brought Waterloo closer together.

These accomplishments are more than milestones—they're proof of what's possible when youth are given the tools and support to lead. As we look ahead, WYCC is eager to expand our reach, deepen collaboration, and continue building a stronger, more connected Waterloo.

As we plan for the year ahead, I invite you to continue investing in WYCC. Your support helps us grow, reach more youth, and deepen our impact across Waterloo and beyond. Together, we're building something lasting—and we'd be honored to have you with us.

With sincere thanks,

Carol Luce
Executive
Waterloo Youth City Council

Donate today!

We need your generosity to develop our future leaders through Waterloo Youth City Council

PS - Thank you for your support. If you would like to send a check, please make it payable to Waterloo Community Foundation and place WYCC in the memo line.

MISSION STATMENT: TO EXPLORE, COMMUNICATE, AND PROVIDE FOR THE NEEDS, PROBLEMS, ISSUES, AND ACTIVITIES AFFECTING WATERLOO'S YOUTH.

Waterloo Youth City Council Code of Conduct

While attending WYCC meetings or during WYCC-sponsored activities, members are expected to follow these basic rules, procedures, and expectations. Additionally, as a representative of the city you are a public figure so ensure your social media posts, behavior and actions in public are professional and would not bring discredit upon the city or yourself. Fundraising is a vital part of the WYCC's mission. Participation in fundraising efforts will enable us to be effective in our work and is therefore expected.

1. Your priority at WYCC meeting is to learn about our community and participate at the meetings. Avoid distractions that interfere with our mission. Stay off the phone during meetings while interacting with public, and when attending presentations.

2. Come to the assigned meeting place with appropriate materials, ready to work at the designated time as the meeting begins.

3. Always use appropriate language and behavior while maintaining friendly and courteous behavior. Be polite and respectful to everyone, including guests, and any other visitors.

4. Follow individual leader's instructions, WYCC rules, and expectations always.

5. Do not be a bully. If you see someone being bullied, intervene by telling them to stop or immediately report it to WYCC Directors.

6. Do not become a distraction for others. Give every other WYCC member the opportunity to maximize their potential. Encourage your fellow WYCC members. Never tear them down.

7. WYCC members will make every effort to attend and participate in the monthly meetings, to include committee meetings. You are expected to coordinate with your employer and / or coaches to attend meetings. If you are unable to attend a meeting, YOU MUST NOTIFY YOUR ADVISOR 24 HOURS BEFORE THE MEETING for it to be an excused absence. Three or more unexcused absences may lead to removal from the WYCC.

8. Represent yourself in a manner that you will be proud of. Take advantage of the opportunities you have while being a member of WYCC. They will help you be successful throughout your life.

9. Read your emails and respond in a timely manner, responding to an email within 24 hours, with the exceptions of weekends, is a normal business practice.

Failure to adhere to the Code of Conduct may result in disciplinary proceedings and / or up to removal from the WYCC. WYCC leadership will bring issues and recommendations to the WYCC Directors for violations.

_____ WYCC Student

_____ WYCC Advisor

_____ Date/Year

Revised August 2022

Bylaws of the Waterloo Youth City Council

Article I. Name and Purpose

Section I. Name

- The Waterloo Youth City Council

Section II. Purpose

- To explore, communicate, and provide for the needs, problems, issues, and activities affecting Waterloo through a youth perspective by creating a governmental system including representatives from West, East, Expo, and Columbus, as to allow the issues in this city to have a younger opinion, as well as allowing the representatives to explore creative projects to assist the city.

Article II. Membership

Section I. Induction Process

- Members are inducted and begin their term in May, giving them time to learn from past members.
- The Council is made up of high school aged students in grades 10-12 residing in and around Waterloo.

- Students who wish to be considered must submit the application, completing all required fields. Students may submit an application beginning in 9th grade, which will be used for consideration for the following academic year.
- Applications are reviewed by appropriate faculty advisors and selected students are invited for an interview.
- The interviews will be conducted by members who have previously been on the council and advisors within the Waterloo Youth City Council.

Section II. Membership Requirements

- The council is to be made up of a maximum of 28-30 high school students residing in and around Waterloo: 12 West High students, 8 East High students, 4 Columbus High students, 4 Expo High students, and up to 2 additional students from non-listed educational facilities.
- Students who have served as a member must reapply if they have not received enough points for automatic renewal of their membership on the Waterloo Youth City Council.
- The official recruitment of students shall start in the second semester.

Section III. Duties

- Members will be responsible for tracking their involvement in the Council through a point system.
    a. Point System- Participating in activities as well as being present at all meetings will grant members of the Waterloo Youth City Council a certain number of points. Passing a certain limit prevents current members from

being required to reapply for membership on the Waterloo Youth City Council.

- Members are expected to participate in General Assembly meetings, as well as specialized committees.
- Point System: Membership on the Youth City Council is to be tracked by a point system. Points are split into two categories based on the type of event involved: core and supplementary. Attendance at each core event (General Assembly meetings, Subcommittee meetings) is worth two points. Attendance at each supplementary event (Waterloo City Council meetings, special events, etc.) is worth up to four points, at the discretion of the Youth Mayor. Youth City Council members are responsible for tracking their point totals on a point ledger. Council members are required to have a point total of at least 75% of the core events and 50% of the supplementary event points by the February meeting to retain automatic membership. Council members who do not reach this threshold will be required to reapply if they wish to continue their membership.

Section IV. Dress Code

- Members are expected to follow the Waterloo Schools dress code for all general Meetings.

- Members are expected to wear something representing WYCC for all volunteer activities.

Article III. Government Positions and Powers

Section I. Youth Mayor

- The elected leader of the Waterloo Youth City Council.
- Liaison to the Waterloo City Council.
- Leads all the General Assembly meetings as the head of the council.
- Can propose creating a Special Committee by a ⅔ majority vote in the General Assembly.
- This position is to be held for one year, is open only to students who are entering their final year of high school, and is awarded through an election in May.

Section II. Youth Mayor Pro Tempore

- The elected advisor to the Waterloo Youth City Council Mayor.
- The Mayor Pro Tempore (Vice Mayor) is responsible for tabulating all votes during General Assembly meetings and casts the tie-breaking vote, if necessary.
- Fulfills the duties of the Youth Mayor in his or her absence.
- This position is to be held for one year, is open only to students who are entering their third year of high school or later, and is awarded through an election in May.

Section III. Secretary/Parliamentarian

- The Secretary creates and manages meeting agendas, attendance and records, which include information such as votes, motions, and any official actions of the Council.

- This position is to be held for one year, is open to any member of the Council, and is awarded in an election during May.
- The Secretary collects point sheets to determine eligibility for returning members.
- The Parliamentarian keeps records of the councils' bylaws and council meetings.
- They are responsible for keeping the meeting on track and ensuring the council follows all bylaws, procedures, and Robert's rules of order.

Section IV. Executive Board

- Made up of the four Committee Chairs, the Youth Mayor, Youth Mayor Pro Tempore, and Secretary.
- The Executive Board meets to discuss business in the Committees, information regarding the Waterloo Youth City Council, and concerns for any Committee Chairs and/or the Mayor and Mayor Pro Tempore.

Section V. Committee Chairs

- Four Committee Chairs, the Youth Mayor, Youth Mayor Pro Tempore, and Secretary create the Executive Board.
- Committee Chairs are responsible for facilitating their respective Committee.
- Are allowed to present motions in the representation of Committees to the General Assembly.
- Meet with the Youth Mayor with updates, requests, and information to relay to the Waterloo City Council.

Section VI. Vice Committee Chair

- One Vice Committee Chair must be elected by Committee members along with the Committee Chair.
- Fulfills the duties of the Committee Chair in his or her absence.
- Will assist in teaching an Incoming Vice-Chair or Chair to allow them to gain experience in the position.

Section VII. General Assembly

- The gathering of all members of the Waterloo Youth City Council creates the General Assembly.
- Gathers data on projects, motions, amendments, and other business of the Youth City Council, displays them to the entirety of the government, and votes.

Article IV. Committees

- The General Assembly is to always be comprised of four distinct committees.
- These four committees are to begin as Bylaws Committee, Finance Committee, Marketing Committee, and Community Outreach Committee.
- Bylaws (Governance) Committee: Creates, maintains, enforces, and debates the creation of the Waterloo Youth City Council Bylaws, as well as enforce the Bylaws and resolves conflicts pertaining to the Bylaws, the government of the Waterloo Youth City Council, and how any of the systems shall run.
- Budget Committee: Divides, maintains, and decides any situations pertaining to the Waterloo Youth City Council budget, as well as the amount needed by each Committee to

complete projects. The Finance Committee will also be responsible for reporting back the use of money to major donors.

- Marketing Committee: Creates, presents, and releases ads and posters, as well as maintains the social media accounts of the Waterloo Youth City Council to the public to inform the city of Waterloo of the projects, appearances, and special events held and created for and by the Waterloo Youth City Council.
- Community Outreach Committee: Spends time volunteering, exploring, and presenting projects to directly assist the Waterloo community, as well as representing the Waterloo Youth City Council outside of the General Assembly chambers by developing events, projects, and other community outreach activities to represent our missions.
- A special committee may be temporarily created for a particular function by a proposal from the Youth Mayor.

Article V. Executive Elections

- Executive elections are to be held during the last General Assembly meeting of each school year.
- Elections will be held for the following positions: Mayor, Mayor Pro Tempore, Secretary, and Committee Chairs.
- Voting for all executive positions shall be open to all present members of the council at the time of voting.
- The position of Vice-Chair shall be filled by vote solely by the members of the respective committee.

Article VI. Meetings

- General Assembly meetings are held on the third Wednesday of each month, unless otherwise stated by the executive committee.
- Committee meetings are held at least once a month and no more than once a week. Additional meetings will be held at the discretion of the chair.
- Executive Board meetings are held every other week, opposite of the General Assembly meetings.
- Quorum: Quorum is 50% + 1 of the total Youth City Council Membership.

- **Article VII. Amendments**
- Amendments can be made to the bylaws only through a motion and ⅔ vote at a general assembly meeting.
- There is to be a three-month transition period beginning with the ratification of the bylaws before going fully into effect.

Article VIII. Removal From Executive Positions

- The grounds for removal from an executive position are extensive absences from general assembly meetings, extensive absences from committee meetings, extensive absences from executive meetings, and inappropriate conduct.
- Any council member or chair holds the right to propose the removal of any executive member from their executive position via an anonymous motion presented to an advisor of the council.
- An emergency executive meeting will take place in case of a motion for removal from the executive position for an executive member. This meeting must consist of a simple

majority of executive members. The executive with a motion against them must be invited to this meeting and must be allowed to make their case against the motion against them. All present executives, except for the one with a motion against them, will privately vote for or against removal from executive position for the executive with a motion against them.

- If ½ of voting executives vote in favor of removing an executive from their executive position, they will be removed from their position.
- Those removed from their positions will, at their discretion, remain on the council for the remainder of the council year, unless council advisors decide against this.

Article IX. Replacements for Vacant Executive Positions

- A vacant Mayor position will be filled by the Mayor Pro Tempore until an election is held to fill the position. The Mayor Pro Tempore position in this case shall be appointed by the Acting Mayor until the Acting Mayor returns to the Mayor Pro Tempore position.
- If a Chair position becomes vacant, whatever the reasoning, they will be replaced by their Vice Chairs, and committee elections will decide new Vice Chairs.
- All other vacant positions will be filled by immediate elections, which will be cast at the next general assembly meeting with quorum.

Article X. The Process and Standardization of Voting

- All votes held, whether to fill positions or pass any kind of motions, must adhere to Article X.
- All votes held for executive positions require the following:
    - Plurality voting must be used.

- Candidates must be allowed to give a short advocacy speech for themselves right before voting takes place.
- All votes for executive positions will be anonymously held through virtual voting platforms.
- Incoming executive positions will be announced at the May general assembly meeting.
- Voting will open on the day of the April general assembly meeting and close at 11:59 p.m. the day before the May general assembly meeting.
- The tabulating advisor's results must be validated by any other single advisor.

- All votes held for motions require the following:
  - No vote may occur unless quorum is present.
  - A motion may pass if two-thirds of members are present.
  - During discussion, any member may speak once for one minute. Time unused will be surrendered. The Secretary/Parliamentarian will keep time and notify members when their speaking time is up.
  - Voting on motions shall be public and done from members' seats.
  - Votes will be counted and confirmed by two advisors. Any advisor may participate.
- Non-standard voting is voting pertaining to issues or subjects outside of executive elections or general assembly motions.
- All votes held for non-standard votes require the following:

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.)

2 Business name/disregarded entity name, if different from above.
Waterloo Community Foundation

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)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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 . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
114 E 4th Street, Suite 300

Requester's name and address (optional)

6 City, state, and ZIP code
Waterloo, IA 50703

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 7 – 3 3 7 3 9 5 3

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 [signature] Date 9/10/24

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

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

6-8-15

DEPARTMENT OF THE TREASURY

Date: JUN 05 2015

WATERLOO COMMUNITY FOUNDATION
C/O DUTTON BRAUN STAACK & HELLMAN PLC
MICHAEL R YOUNG
3151 BROCKWAY RD PO BOX 810
WATERLOO, IA 50704

Employer Identification Number:
47-3373953
DLN:
17053083329005
Contact Person:
ZENIA LUK
ID# 31522
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 12, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

WATERLOO COMMUNITY FOUNDATION

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Director, Exempt Organizations

Letter 947

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Kelley Felchle, City Clerk
City Clerk Department

MEETING DATE

July 6, 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

The Experience Waterloo board has reviewed 1 Mini Grant application and 5 Partner Grant applications for Fiscal Year 2027 Q1/Q2, and has recommended funding all 6 applications, resulting in a total recommended funding amount of $93,000.00.

Mini Grant - Midwest Regional Show Ski Championships	$3,000.00
Partner Grants - Grout Museum District	$25,000.00
Waterloo Center for the Arts	$25,000.00
Mainstreet	$25,000.00
Cedar Valley Arboretyum & Botanic Gardens	$10,000.00
Dan Gable Museum	$5,000.00

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Midwest Regional Show Ski Championships - Mini grant summary
2. Council Cover Sheet Grants FY27 Q1.Q2 - June 11, 2026
3. FY27 Q1&Q2 Hotel-Motel Tax Grant Applications_June 11, 2026

Midwest Regional Show Ski Championships

Nate Clayberg | Waterhawks Ski Team

Dates: July 24 – 26, 2026

Location: Eagle Lake, 100 Waterhawk Road, Evansdale, IA 50707

Request: $5,000

Summary: this is a three-day, sanctioned tournament featuring competitive theatrical water ski teams from across the Midwest. Teams perform choreographed routines including pyramids, ballet lines, and jump acts.

Experience Waterloo Board Recommendation: $3,000

Attendance: 1,500

Projected room nights: 300

Room night impact: our goal in hosting this event is to deliver a high-quality regional sporting event that elevates the visibility of Waterloo and the Cedar Valley as a destination for competitive watersports while generating meaningful economic impact through out-of-county visitation, overnight hotel stays, and increased tourism activity.

Projected economic impact: $410,835

ROI (Economic impact based on requested funds): A $3,000 award would return $136.95 per dollar invested.

Notes regarding funds: dollars will be used to pay for official fees, bleachers, regional marketing outreach.

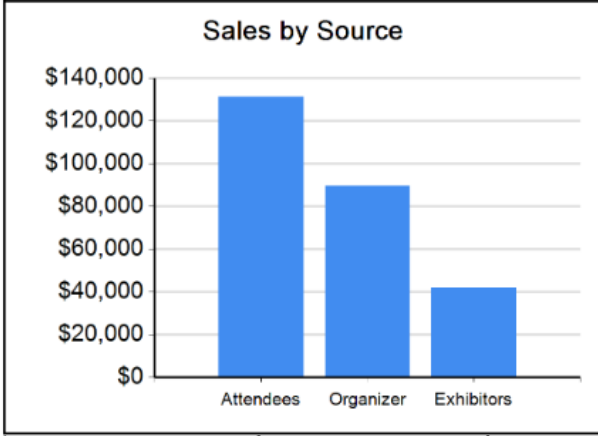
Application quality (was it clear, complete, well thought-out): This application was clearly thought out and easy to follow.

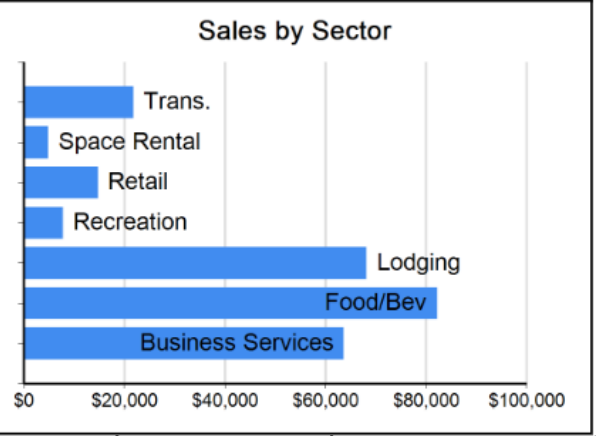
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	Midwest Regional Show Ski Championship	Business Sales (Direct):	$262,919
Organization:	Waterhawks Ski Team	Business Sales (Total):	$410,835
Event Type:	Trade Show	Jobs Supported (Direct):	136
Start Date:	7/24/2026	Jobs Supported (Total):	169
End Date:	7/26/2026	Local Taxes (Total):	$6,309
Overnight Attendees:	300	Net Direct Tax ROI:	$5,828
Day Attendees:	1500	Estimated Room Demand:	600

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$60,047	$8,070	$0	$68,117
Transportation	$12,495	$2,690	$6,560	$21,745
Food & Beverage	$36,317	$32,051	$13,799	$82,166
Retail	$14,777	$0	$0	$14,777
Recreation	$7,735	$0	$0	$7,735
Space Rental	$0	$1,000	$3,805	$4,805
Business Services	$0	$45,903	$17,670	$63,573
TOTAL	$131,370	$89,715	$41,834	$262,919

Council Communication
City Council Meeting: TBD
Prepared: 6/11/2026
Dept. Head Signature:
Number of Attachments: 2

SUBJECT: Hotel-Motel Tax Grants FY27 Q1/Q2

Submitted by: Tavis Hall, Experience Waterloo

Recommended City Council Action: Approve Experience Waterloo (WCVB) Board's recommendation for funding from the Hotel-Motel Tax Grant funds for Q1/Q2 of FY27.

Event & Capital Grant Summary Statement: The Experience Waterloo board has reviewed 1 Mini Grant application and 5 Partner Grant applications for Fiscal Year 2027 Q1/Q2, and has recommended funding all 6 applications, resulting in a total recommended funding amount of $93,000.

The project recommended for Mini Grant funding has a total economic impact of $410,835. The 5 Partner Grant applications represent valuable community organizations and attractions that support Waterloo's tourism industry through visitor experiences, events, and initiatives that contribute to ongoing economic and community vitality.

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 - June 11, 2026

Mini grants	Recommended	Total request	Total project	Economic impact	Event/Project location	Event/Project Date
Midwest Regional Show Ski Championships	$3,000	$5,000	$85,000	$410,835	Eagle Lake, Evansdale, IA	July 24 – 26, 2026
1	**$3,000**	**$5,000**	**$85,000**	**$410,835**		

Partner grants - FY27	Recommended	Total Budget
Grout Museum District	$25,000	$1,641,018
Waterloo Center for the Arts	$25,000	$1,209,428
Mainstreet	$25,000	$407,840
Cedar Valley Arboretum & Botanic Gardens	$10,000	$357,620
Dan Gable Museum	$5,000	$242,849
5	**$90,000**	**$3,858,754**

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Engineering Department

MEETING DATE
July 6, 2026

AGENDA ITEM TITLE
Motion to approve Final Quantity Summary with Shift General Contracting, of Cedar Rapids, Iowa, for a net decrease of $18,429.32, in conjunction with the FY 2025 Martin Luther King, Jr. Drive Wetland A Restoration Project, Contract No. 1109, and authorizing the Mayor 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. CONT 1109 Final Quantity Summary

CITY OF WATERLOO, IOWA

FINAL QUANTITY SUMMARY

PROJECT: MLK Wetland A Restoration City Contract #1109

Date Prepared: May 29, 2026 AMOUNT: **$ 18,429.32 Decrease**

TO: Shift General Contracting, 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 October 24, 2024.

A. Description of change to be made or extra work to be done:

Adjust original construction quantities to actual construction quantities.

B. Reason for ordering change or extra work:

As-built quantities varied for some bid items.

C. Settlement for cost of work to be made as follows:

Compensation already made to contractor through original bid items.
See attached summary.

Total Net Increase/(Decrease) $ (18,429.32)

CITY OF WATERLOO

BY: _____
Mayor Date

ATTEST:

_____
City Clerk Date

Shift General Contracting
CONTRACTOR

BY: Justin Holland 6/18/26
Date

PRINTED NAME: Justin Holland

TITLE: President

APPROVED:

6/22/26
City Engineer Date

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Shift General Contractors, of Cedar Rapids, Iowa, in the amount of $338,242.83, in conjunction with the FY 2025 Martin Luther King, Jr. Drive Wetland A Restoration Project, Contract No. 1109, and receive and file a two-year maintenance bond.

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. Cont 1109_Maintenance Bond

MAINTENANCE BOND

Bond No. 107967690

ALL MEN BY THESE PRESENTS:

That, Shift Companies L.L.C. of Cedar Rapids, IA as Principal, and the Farmington Casualty Company as Surety, are held and firmly bound unto City of Waterloo, Iowa in the penal sum of Three Hundred Thirty-eight Thousand Two Hundred Forty-two & 83/100 ($ 338,242.83) Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said Principal entered into a certain contract, with City of Waterloo, Iowa To furnish all the material and labor necessary for the construction of MLK Wetland A Restoration Project, City of Waterloo, IA - Contract No. 1109 in Waterloo, Iowa In conformity with certain specifications; and

Whereas a further condition of said contract is that the said Principal should furnish a bond in indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of Two (2) years from date of acceptance of the work under said contract; and

Whereas the said Farmington Casualty Company for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Waterloo, Iowa

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost and expense, remedy any and all defects that may develop in said work within the period of Two (2) years from the date of date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise, to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 23rd day of June , 2026 .

Shift Companies L.L.C.
Principal
By:

Farmington Casualty Company
Surety
By:
Jessie Allen Attorney-in-Fact

One Tower Square
Address

Hartford, CT 06183

TRAVELERS

Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company (the "Company") is a corporation duly organized under the laws of the State of Connecticut, and that the Company does hereby make, constitute and appoint JESSIE ALLEN, GREGORY A KRIER, and GRACE A RASMUSSEN of DES MOINES, IOWA, its true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Company in its 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.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed, and its corporate seal to be hereto affixed, this **21st** day of **April**, **2021.**

FARMINGTON CASUALTY COMPANY INCORPORATED 1982 CONNECTICUT

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of the Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Company by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of the Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of the Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by the Company, which remains in full force and effect.

Dated this **23rd** day of **June** , **2026** .

FARMINGTON CASUALTY COMPANY INCORPORATED 1982 CONNECTICUT

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which the power is attached.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Motion to approve Final Quantity Summary with Baker Enterprises, Inc., of Waverly, Iowa, for a net increase of $22,554.57, in conjunction with the FY 2025 W.A.R.P. 4th Addition, Contract No. 1114, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Final Quantity Summary

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is the accumulated amount of adjustments from original to final quantities that were determined necessary during the construction of the project, which results in a net increase in the total project cost.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Final Quantity Summary - Signed

CITY OF WATERLOO, IOWA

FINAL QUANTITY SUMMARY

PROJECT: F.Y. 2025 W.A.RP. 4TH ADDITION, CONTRACT NO. 1114

Date Prepared: JUNE 8, 2026 AMOUNT: **$ 22,554.57 Increase**

TO: BAKER ENTERPRISES, INC., 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 12/02/2024.

A. Description of change to be made or extra work to be done:

Adjustment of original construction quantities to actual construction quantities.

B. Reason for ordering change or extra work:

As-built quantities varied for some bid items due to necessity.

C. Settlement for cost of work to be made as follows:

Compensation has already been made to the contractor through bid items. See attached summary.

Total Net Increase $ 22,554.57

CITY OF WATERLOO

BY: _____
Mayor Date

ATTEST:

_____
City Clerk Date

BAKER ENTERPRISES, INC.
CONTRACTOR

BY: Collin Trenkamp 6/9/26
Date

PRINTED NAME: Collin Trenkamp

TITLE: Project Manager

APPROVED:

6/16/2026
City Engineer Date

FINAL QUANTITY SUMMARY

W.A.R.P. 4TH ADDITION - CONTRACT NO. 1114

BASE BID

BID ITEM	DESCRIPTION	UNIT	W.A.R.P. 4TH QTY	UNIT PRICE	FINAL QUANTITY	INCREASE / DECREASE QUANTITY	INCREASE / DECREASE COST
	DIVISION 2 - EARTHWORK						
1	CLEARING AND GRUBBING	AC	9.7	$ 3,000.00	9.7	0.0	$ -
2	TOPSOIL, STRIP, STOCKPILE, SPREAD, ON-SITE	CY	80,330.3	$ 3.85	80330.3	0.0	$ -
3	EXCAVATION, CLASS 10	CY	237,577.7	$ 2.25	237577.7	0.0	$ -
4	EXCAVATION, CLASS 10, BORROW	CY	22,208.8	$ 4.40	22208.8	0.0	$ -
5	SUBGRADE PREPARATION	SY	12,388.2	$ 1.00	12388.2	0.0	$ -
6	SUBBASE, 6" MODIFIED	SY	12,388.2	$ 8.00	12388.2	0.0	$ -
7	SUBBASE, 4" MODIFIED	SY	800.0	$ 5.75	800.0	0.0	$ -
8	SUBBASE, 8" MACADAM STONE	SY	800.0	$ 10.75	800.0	0.0	$ -
9	SUBGRADE OVEREXCAVATION	CY	350.0	$ 0.01	0.0	-350.0	$ (3.50)
10	GRANULAR STABILIZATION	TN	685.0	$ 0.01	0.0	-685.0	$ (6.85)
				BASE BID - SUBTOTAL EARTHWORK =			$ (10.35)
	DIVISION 4 - SEWERS AND DRAINS						
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 12"	LF	4,108.4	$ 56.00	4114.5	6.1	$ 341.60
12	SANITARY SEWER SERVICE, TRENCHED, PVC SDR 23.5, 6"	LF	910.0	$ 47.00	916.0	6.0	$ 282.00
13	STORM SEWER, TRENCHED, GASKETED RCP, 15"	LF	245.0	$ 51.00	240.2	-4.8	$ (244.80)
14	STORM SEWER, TRENCHED, GASKETED RCP, 18"	LF	776.0	$ 53.00	775.0	-1.0	$ (53.00)
15	STORM SEWER, TRENCHED, GASKETED RCP, 24"	LF	1,120.0	$ 70.00	1108.0	-12.0	$ (840.00)
16	SUBDRAIN, HDPE, TYPE SP, 6"	LF	6,449.4	$ 9.25	6288.5	-160.9	$ (1,488.33)
17	SUBDRAIN CLEANOUT, TYPE A-1	EA	2.0	$ 800.00	2.0	0.0	$ -
18	SUBDRAIN, OUTLET TO STRUCTURE	EA	40.0	$ 195.00	40.0	0.0	$ -
19	SUBDRAIN CLEANOUT REMOVAL	EA	2.0	$ 100.00	2.0	0.0	$ -
20	PIPE APRON, RCP, 15"	EA	2.0	$ 1,075.00	2.0	0.0	$ -
21	FOOTINGS FOR CONCRETE PIPE APRONS, 15"	EA	2.0	$ 340.00	2.0	0.0	$ -
22	PIPE APRON GUARDS, 15"	EA	2.0	$ 815.00	2.0	0.0	$ -
23	PIPE APRON, RCP, 24"	EA	2.0	$ 1,315.00	2.0	0.0	$ -
24	FOOTINGS FOR CONCRETE PIPE APRONS, 24"	EA	2.0	$ 465.00	2.0	0.0	$ -
25	PIPE APRON GUARDS, 24"	EA	2.0	$ 1,100.00	2.0	0.0	$ -
				BASE BID - SUBTOTAL SEWERS AND DRAINS =			$ (2,002.53)
	DIVISION 5 - WATER MAINS AND APPURTENANCES						
26	WATER MAIN, TRENCHED, POLYWRAPPED, DIP, 8"	LF	3,242.4	$ 61.50	3186.0	-56.4	$ (3,468.60)
27	FITTING, MJ LOCKING TEE, 8" X 8" X 8"	EA	1.0	$ 800.00	1.0	0.0	$ -
28	FITTING, MJ LOCKING TEE, 8" X 8" X 6"	EA	11.0	$ 655.00	11.0	0.0	$ -
29	FITTING, MJ REDUCER, 8" X 6"	EA	1.0	$ 275.00	1.0	0.0	$ -
30	FITTING, 11.25° MJ BEND, 8"	EA	6.0	$ 385.00	6.0	0.0	$ -
31	VALVE, MJ GATE, 8"	EA	13.0	$ 2,585.00	13.0	0.0	$ -
32	FIRE HYDRANT ASSEMBLY	EA	11.0	$ 6,740.00	11.0	0.0	$ -
33	DEAD END FIRE HYDRANT ASSEMBLY	EA	1.0	$ 1,300.00	1.0	0.0	$ -
				BASE BID - SUBTOTAL WATER MAINS AND APPURTENANCES =			$ (3,468.60)
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS						
34	MANHOLE, SW-301, 48"	EA	17.0	$ 4,400.00	17.0	0.0	$ -
35	INTAKE, SW-507	EA	15.0	$ 4,700.00	15.0	0.0	$ -
36	INTAKE, SW-509	EA	4.0	$ 6,150.00	4.0	0.0	$ -
				BASE BID - SUBTOTAL STRUCTURES FOR SANITARY AND STORM SEWERS =			$ -
	DIVISION 7 - STREETS AND RELATED WORK						
37	PAVEMENT, PCC, C-4 W/CLASS 3 AGG, 9"	SY	10,986.8	$ 53.00	10997.1	10.3	$ 545.90
38	PAVEMENT REMOVAL	SY	10.3	$ 30.00	102.3	92.0	$ 2,760.00
				BASE BID - SUBTOTAL STREETS AND RELATED WORK =			$ 3,305.90
	DIVISION 8 - TRAFFIC CONTROL						
39	TRAFFIC CONTROL	LS	1.0	$ 1,000.00	1.00	0.0	$ -
				BASE BID - SUBTOTAL TRAFFIC CONTROL =			$ -
	DIVISION 9 - SITE WORK AND LANDSCAPING						
~~40~~	~~CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING - TYPE 1~~	~~AC~~	~~96.0~~	~~$ 1,335.00~~	~~0.0~~	0.0	$ -
41	TEMPORARY EROSION CONTROL MULCHING	AC	50.0	$ 400.00	0.0	-50.0	$ (20,000.00)
42	TEMPORARY SEEDING AND MULCHING - TYPE 5	AC	6.3	$ 625.00	1.30	-5.0	$ (3,125.00)
43	SILT FENCE, INSTALLATION	LF	20,125.0	$ 1.45	16185.0	-3940.0	$ (5,713.00)
44	SILT FENCE, MAINTENANCE	LF	20,125.0	$ 0.01	0.0	-20125.0	$ (201.25)
45	SILT FENCE, REMOVAL	LF	20,125.0	$ 0.01	8225.0	-11900.0	$ (119.00)
46	CONSTRUCTION ENTRANCE (INSTALLATION, MAINTENANCE, AND REMOVAL)	LS	1.0	$ 3,750.00	1.0	0.0	$ -
47	INLET PROTECTION DEVICE (INSTALLATION, MAINTENANCE, AND REMOVAL)	EA	31.0	$ 125.00	31.0	0.0	$ -
48	EROSION STONE, 1' DEPTH	TN	58.0	$ 55.00	58.0	0.0	$ -
49	SILT FENCE DITCH CHECK	EA	21.0	$ 45.00	19.0	-2.0	$ (90.00)
50	SEEDING WARRANTY	LS	1.0	$ 4,500.00	0.0	-1.0	$ (4,500.00)
				BASE BID - SUBTOTAL SITE WORK AND LANDSCAPING =			$ (33,748.25)
	DIVISION 11 - MISCELLANEOUS						
51	CONSTRUCTION SURVEY	LS	1.0	$ 10,000.00	1	0.0	$ -
52	MOBILIZATION	LS	1.0	$ 83,750.00	1.0	0.0	$ -
				BASE BID - SUBTOTAL MISCELLANEOUS =			$ -
	ALTERNATE A						
	DIVISION 2 - EARTHWORK						
53	SUBGRADE PREPARATION	SY	4,291.3	$ 1.00	4291.3	0.0	$ -
54	SUBBASE, 6" MODIFIED	SY	4,291.3	$ 8.00	4291.3	0.0	$ -
				ALTERNATE A - SUBTOTAL EARTHWORK =			$ -
	DIVISION 4 - SEWERS AND DRAINS						
55	STORM SEWER, TRENCHED, GASKETED RCP, 15"	LF	93.0	$ 51.00	93.0	0.0	$ -
56	STORM SEWER, TRENCHED, GASKETED RCP, 18"	LF	348.0	$ 53.00	344.0	-4.0	$ (212.00)
57	STORM SEWER, TRENCHED, GASKETED RCP, 24"	LF	284.0	$ 70.00	278.0	-6.0	$ (420.00)
58	PIPE APRON, RCP, 24"	EA	1.0	$ 1,315.00	1.0	0.0	$ -
59	FOOTINGS FOR CONCRETE PIPE APRONS, 24"	EA	1.0	$ 465.00	1.0	0.0	$ -
60	PIPE APRON GUARDS, 24"	EA	1.0	$ 1,100.00	1.0	0.0	$ -
61	SUBDRAIN, HDPE, TYPE SP, 6"	LF	2,147.8	$ 9.25	2276.0	128.2	$ 1,185.85
62	SUBDRAIN, OUTLET TO STRUCTURE	EA	12.0	$ 195.00	12.0	0.0	$ -
				ALTERNATE A - SUBTOTAL SEWERS AND DRAINS =			$ 553.85
	DIVISION 5 - WATER MAINS AND APPURTENANCES						
63	WATER MAIN, TRENCHED, POLYWRAPPED, DIP, 8"	LF	1,023.8	$ 61.50	1096.5	72.7	$ 4,471.05
64	FITTING, MJ LOCKING TEE, 8" X 8" X 6"	EA	3.0	$ 655.00	3.0	0.0	$ -
65	VALVE, MJ GATE, 8"	EA	3.0	$ 2,585.00	3.0	0.0	$ -
66	FIRE HYDRANT ASSEMBLY	EA	3.0	$ 6,740.00	3.0	0.0	$ -
67	REMOVAL OF DEAD END FIRE HYDRANT ASSEMBLY	EA	1.0	$ 500.00	1.0	0.0	$ -
				ALTERNATE A - SUBTOTAL WATER MAINS AND APPURTENANCES =			$ 4,471.05
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS						
68	INTAKE, SW-507	EA	6.0	$ 4,700.00	6.0	0.0	$ -
				ALTERNATE A - SUBTOTAL STRUCTURES FOR SANITARY AND STORM SEWERS =			$ -
	DIVISION 7 - STREETS AND RELATED WORK						
69	PAVEMENT, PCC, C-4 W/CLASS 3 AGG, 9"	SY	3,800.8	$ 53.00	3811.1	10.3	$ 545.90
70	PAVEMENT REMOVAL	SY	10.3	$ 30.00	10.3	0.0	$ -
				ALTERNATE A - SUBTOTAL STREETS AND RELATED WORK =			$ 545.90
	DIVISION 8 - TRAFFIC CONTROL						
71	TRAFFIC CONTROL	LS	1.0	$ 1,000.00	1.0	0.0	$ -
				ALTERNATE A - SUBTOTAL TRAFFIC CONTROL =			$ -
	DIVISION 9 - SITE WORK AND LANDSCAPING						
72	EROSION STONE, 1' DEPTH	TN	22.0	$ 55.00	22.0	0.0	$ -
				ALTERNATE A - SUBTOTAL SITE WORK AND LANDSCAPING =			$ -
	DIVISION 11 - MISCELLANEOUS						
73	CONSTRUCTION SURVEY	LS	1.0	$ 2,500.00	1.0	0.0	$ -
74	MOBILIZATION	LS	1.0	$ 10,000.00	1.0	0.0	$ -
				ALTERNATE A - SUBTOTAL MISCELLANEOUS =			$ -
	CHANGE ORDERS						
1001	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING - TYPE 1	AC	5.1	$ 1,840.00	4.95	-0.15	$ (276.00)
1002	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING - TYPE 2	AC	90.9	$ 1,210.00	66.31	-24.59	$ (29,753.90)
1003	MOWING STRIP ALONG AIRPORT FENCE	EA	5.0	$ 370.00	0.0	-5.0	$ (1,850.00)
2001	EXCAVATION, CLASS 10, BORROW	CY	12,000.0	$ 6.65	24750.0	12750.0	$ 84,787.50
				SUBTOTAL CHANGE ORDERS =			$ 52,907.60
					TOTAL PROJECT INCREASE / DECREASE =		$ 22,554.57

CITY OF WATERLOO APPROVAL

CONTRACTOR APPROVAL: BAKER ENTERPRISES, INC.

ORIGINAL CONTRACT AMOUNT (03/18/2024) =	$ 3,388,768.90
CHANGE ORDER #1 (07/23/2025) =	$ (6,937.00)
CHANGE ORDER #2 (09/09/2025) =	$ 79,800.00
FINAL QUANTITY SUMMARY =	$ 22,554.57
TOTAL CONTRACT AMOUNT =	$ 3,484,186.47

PAYMENTS TO CONTRACTOR	
ESTIMATES 1-19 =	$ 3,379,345.15
RETAINAGE =	$ 104,841.32
TOTAL PAID TO CONTRACTOR =	$ 3,484,186.47

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Baker Enterprises, Inc., of Waverly, Iowa, in the amount of $3,484,186.47, in conjunction with the FY 2025 W.A.R.P. 4th Addition, Contract No. 1114, and receive and file a two-year maintenance bond.

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. Maintenance Bond

MAINTENANCE BOND

Bond No. 30219453

ALL MEN BY THESE PRESENTS:

That, Baker Enterprises, Inc. of Waverly, IA as Principal, and the Western Surety Company as Surety, are held and firmly bound unto City of Waterloo, Iowa in the penal sum of Three Million Four Hundred Eighty-four Thousand One Hundred Eighty-six & 47/100 ($ 3,484,186.47) Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said Principal entered into a certain contract, with City of Waterloo, Iowa To furnish all the material and labor necessary for the construction of F.Y. 2025 W.A.R.P. 4th Addition, Contract No. 1114 in City of Waterloo, IA In conformity with certain specifications; and

Whereas a further condition of said contract is that the said Principal should furnish a bond in indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of two (2) years from date of acceptance of the work under said contract; and

Whereas the said Western Surety Company for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Waterloo, Iowa

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost and expense, remedy any and all defects that may develop in said work within the period of two (2) years from the date of date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise, to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 9th day of June , 2026 .

Baker Enterprises, Inc.
Principal
By: Blake Baker President

Western Surety Company
Surety
By:
Sara Huston Attorney-in-Fact

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

151 N. Franklin St.
Address

Chicago, IL 60606

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dione R Young, Jay D Freiermuth, Brian M Deimerly, Anne Crowner, Tim McCulloh, Kate Zanders, John Cord, Sara Huston, Seth Rooker, Jamie Gifford, Zachary Fuller, Individually

of Waukee, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **9th** day of **June**, **2026**.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company:

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, and 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 is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

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."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Motion to approve Final Quantity Summary with Aspro, Inc., of Waterloo, Iowa, for a net increase of $89,294.76, in conjunction with the FY 2025 Asphalt Overlay Program, Contract No. 1115, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Final Quantity Summary

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is the accumulated amount of adjustments from original to final quantities that were determined necessary during the construction of the project, which results in a net increase in the total project cost.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Final Quantity Summary - Signed

CITY OF WATERLOO, IOWA

FINAL QUANTITY SUMMARY

PROJECT: F.Y. 2025 ASPHALT OVERLAY PROGRAM, CONTRACT NO. 1115

Date Prepared: JUNE 8, 2026 AMOUNT: **$ 89,294.76 Increase**

TO: ASPRO, INC., 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 03/17/2025.

A. Description of change to be made or extra work to be done:

Adjustment of original construction quantities to actual construction quantities.

B. Reason for ordering change or extra work:

As-built quantities varied for some bid items due to necessity.

C. Settlement for cost of work to be made as follows:

Compensation has already been made to the contractor through bid items. See attached summary.

Total Net Increase **$ 89,294.76**

CITY OF WATERLOO

BY: _____
Mayor Date

ATTEST:

_____
City Clerk Date

ASPRO, INC.
CONTRACTOR

BY: Brad Blough 6-22-26
Date

PRINTED NAME: Brad Blough

TITLE: Vice President

APPROVED:

6/22/2026
City Engineer Date

FY 2025 ASPHALT OVERLAY PROGRAM CONTRACT NO.1115					FINAL QUANTITY SUMMARY		
BID ITEM	DESCRIPTION	UNIT	TOTAL EST QTY	UNIT PRICE	TOTAL FINAL QUANTITY	INCREASE / DECREASE QUANTITY	INCREASE / DECREASE COST
	DIVISION 1 - GENERAL PROVISIONS AND COVENANTS						
1	RAILROAD PROTECTION INSURANCE - UNION PACIFIC RAILROAD	LS	1.0	$ 7,500.00	1.0	0.0	$ -
	DIVISION 2 - EARTHWORK						
2	TOPSOIL, 6", OFFISTE	SY	7,687.5	$ 12.50	7,694.8	7.3	$ 91.25
3	CLASS 10 EXCAVATION	SY	1,624.6	$ 10.00	1,624.6	0.0	$ -
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS						
4	INTAKE, SW-501	EACH	22.0	$ 5,300.00	20.0	-2.0	$ (10,600.00)
5	INTAKE, SW-505	EACH	2.0	$ 7,600.00	3.0	1.0	$ 7,600.00
6	SANITARY MANHOLE ADJUSTMENT, MINOR	EACH	23.0	$ 2,890.00	17.0	-6.0	$ (17,340.00)
7	STORM MANHOLE ADJUSTMENT, MINOR	EACH	21.0	$ 1,830.00	17.0	-4.0	$ (7,320.00)
8	SANITARY MANHOLE ADJUSTMENT, UMAR	EACH	10.0	$ 1,100.00	17.0	7.0	$ 7,700.00
9	STORM MANHOLE ADJUSTMENT, UMAR	EACH	10.0	$ 1,100.00	14.0	4.0	$ 4,400.00
10	INTAKE ADJUSTMENT, RISER, SW-501	EACH	5.0	$ 4,500.00	5.0	0.0	$ -
11	INTAKE ADJUSTMENT, MINOR, SW-507, INSERT ONLY	EACH	2.0	$ 3,500.00	2.0	0.0	$ -
12	INTAKE ADJUSTMENT, MINOR, SW-545, INSERT ONLY	EACH	2.0	$ 6,500.00	-	-2.0	$ (13,000.00)
13	INTAKE ADJUSTMENT, MAJOR, SW-507	EACH	4.0	$ 4,800.00	2.0	-2.0	$ (9,600.00)
14	INTAKE ADJUSTMENT, MAJOR, SW-509	EACH	3.0	$ 5,250.00	3.0	0.0	$ -
15	INTAKE ADJUSTMENT, MAJOR, SW-545	EACH	2.0	$ 7,000.00	5.0	3.0	$ 21,000.00
16	REMOVE INTAKE	EACH	24.0	$ 1,800.00	22.0	-2.0	$ (3,600.00)
	DIVISION 7 - STREETS AND RELATED WORK						
17	CURB & GUTTER, 24-INCH WIDE, 6-INCH DEPTH, PCC, C-4	LF	100.1	$ 49.00	119.0	18.9	$ 926.10
18	CURB & GUTTER, 30-INCH WIDE, 7-INCH DEPTH, PCC, C-4	LF	1,170.9	$ 53.00	1,386.0	215.1	$ 11,400.30
19	CURB & GUTTER, 24-INCH WIDE, 8.5-INCH DEPTH, PCC, C-4	LF	522.8	$ 53.00	867.7	344.9	$ 18,279.70
20	CURB & GUTTER, 24-INCH WIDE, 9-INCH DEPTH, PCC, C-4	LF	264.9	$ 54.00	380.9	116.0	$ 6,264.00
21	CURB & GUTTER, 24-INCH WIDE, 10-INCH DEPTH, PCC, C-4	LF	533.4	$ 56.00	573.9	40.5	$ 2,268.00
22	CONCRETE MEDIAN, 6-INCH DEPTH	SY	275.6	$ 54.00	245.5	-30.1	$ (1,625.40)
23	PAVEMENT, HMA, HIGH TRAFFIC (HT) SURFACE, 1/2", PG 58-28H, NO FRICTION	TON	3,631.0	$ 152.00	5,046.62	1415.62	$ 215,174.24
24	PAVEMENT, HMA, STANDARD TRAFFIC (ST) SURFACE, 1/2", PG 58-28H, NO FRICTION	TON	2,312.0	$ 150.50	3,186.26	874.26	$ 131,576.13
25	PAVEMENT, HMA, HIGH TRAFFIC (HT) INTERMEDIATE, 1/2", PG 58-28H, NO FRICTION	TON	4,659.0	$ 151.25	4,343.36	-315.64	$ (47,740.55)
26	PAVEMENT, HMA, STANDARD TRAFFIC (ST) INTERMEDIATE, 1/2", PG 58-28H, NO FRICTION	TON	2,915.0	$ 149.75	1,834.19	-1080.81	$ (161,851.30)
27	PAVEMENT, HMA, INTERLAYER BASE, 3/8", PG 58-34E	TON	4,827.0	$ 174.00	4,514.82	-312.18	$ (54,319.32)
28	LEVELING COURSE, HT HMA	SY	561.7	$ 13.20	-	-561.7	$ (7,414.44)
29	HMA PAVEMENT SAMPLES AND TESTING	LS	1.0	$ 11,500.00	1.0	0.0	$ -
	SIDEWALKS, SHARED USE PATHS AND DRIVEWAYS						
30	REMOVAL OF SIDEWALK	SY	1,228.7	$ 18.00	1,350.9	122.2	$ 2,199.60
31	REMOVAL OF DRIVEWAY	SY	25.8	$ 21.60	70.2	44.4	$ 959.04
32	REMOVAL OF ALLEY	SY	166.3	$ 20.25	168.8	2.5	$ 50.63
33	SIDEWALK, PCC, 4 INCH, C-4	SY	698.0	$ 54.00	792.4	94.4	$ 5,097.60
34	SIDEWALK, PCC, 6 INCH, C-4	SY	468.1	$ 56.25	475.8	7.7	$ 433.12
35	RECREATIONAL TRAIL, PCC, 6 INCH, C-4	SY	83.1	$ 61.00	103.9	20.8	$ 1,268.80
36	DETECTABLE WARNING DEVICE	SF	890.1	$ 64.00	857.0	-33.1	$ (2,118.40)
37	DRIVEWAY, PAVED, PCC, 5 INCH, C-4	SY	25.8	$ 54.00	70.2	44.4	$ 2,397.60
38	ALLEY, PAVED, PCC, 6 INCH, C-4	SY	166.3	$ 54.00	168.8	2.5	$ 135.00
	PAVEMENT REHABILITATION						
39	FULL DEPTH PATCHES, 6-INCH DEPTH, PCC, C-4	SY	39.2	$ 70.00	39.2	0.0	$ -
40	FULL DEPTH PATCHES, 7-INCH DEPTH, PCC, C-4	SY	126.1	$ 72.00	231.9	105.8	$ 7,617.60
41	FULL DEPTH PATCHES, 8.5-INCH DEPTH, PCC, C-4	SY	62.2	$ 74.00	91.6	29.4	$ 2,175.60
42	FULL DEPTH PATCHES, 9-INCH DEPTH, PCC, C-4	SY	224.0	$ 75.00	248.6	24.6	$ 1,845.00
43	PARTIAL DEPTH PATCHES	SF	30,030.0	$ 15.50	27,027.0	-3003.0	$ (46,546.50)
44	MILL WEDGE	EACH	45.0	$ 3,300.00	44.0	-1.0	$ (3,300.00)
45	PAVEMENT SCARIFICATION	SY	5,975.0	$ 8.50	5,975.0	0.0	$ -
46	PAVEMENT REMOVAL	SY	447.1	$ 21.00	488.4	41.3	$ 867.30
47	MEDIAN CAP REMOVAL	SY	7,961.5	$ 4.50	7,940.0	-21.5	$ (96.75)
48	CURB AND GUTTER REMOVAL	LF	2,592.1	$ 25.00	3,392.5	800.4	$ 20,010.00
	DIVISION 8 - PAVEMENT MARKINGS AND TRAFFIC CONTROL						
	PAVEMENT MARKINGS						
49	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBOURNE	STA	253.96	$ 90.00	252.26	-1.7	$ (153.00)
50	PERMANENT TAPE MARKINGS, THERMOPLASTIC, 24-INCH WIDE, WHITE	LF	372.0	$ 35.00	390.0	18.0	$ 630.00
51	PRECUT SYMBOLS & LEGENDS, THERMOPLASTIC	EACH	22.0	$ 700.00	23.0	1.0	$ 700.00
	TRAFFIC CONTROL						
52	TEMPORARY TRAFFIC CONTROL	LS	1.00	$ 127,500.00	1.00	0.0	$ -
	DIVISION 9 - SITE WORK AND LANDSCAPING						
	SEEDING						
53	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING - TYPE 1	SY	9,205.5	$ 3.00	9,797.4	591.9	$ 1,775.70
	DIVISION 11 - MISCELLANEOUS						
54	MOBILIZATION	LS	1.00	$ 165,000.00	1.00	0.0	$ -
	CHANGE ORDERS						
1001	INDEPENDENCE AVE DETOUR	LS	1.00	$ 4,125.00	1.00	0.0	$ -
2001	ALTA VISTA AVE SIGNAGE	LS	1.00	$ 990.00	1.00	0.0	$ -
3001	SIDEWALK CURB WALL	LF	120.00	$ 36.30	149.70	29.7	$ 1,078.11
4001	STRAW WATTLES	LF	1,000.0	$ 2.37	1,000.00	0.0	$ -
					TOTAL PROJECT INCREASE / DECREASE =		$ 89,294.76

ORIGINAL CONTRACT AMOUNT (04/01/2024) =	$ 4,908,656.32
CHANGE ORDER #1 (6/13/25) =	$ 4,125.00
CHANGE ORDER #2 (6/30/25) =	$ 990.00
CHANGE ORDER #3 (10//2025=	$ 4,356.00
CHANGE ORDER #4 (10/30/25) =	$ 2,370.00
FINAL QUANTITY SUMMARY =	$ 89,294.76
TOTAL CONTRACT AMOUNT =	$ 5,009,792.08

PAYMENTS TO CONTRACTOR	
ESTIMATES 1-15 =	$ 4,854,867.02
RETAINAGE =	$ 154,925.06
TOTAL PAID TO CONTRACTOR =	$ 5,009,792.08

CITY OF WATERLOO

CONTRACTOR APPROVAL: ASPRO, INC.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Aspro, Inc., of Waterloo, Iowa, in the amount of $5,009,792.08, in conjunction with the FY 2025 Asphalt Overlay Program, Contract No. 1115, and receive and file a two-year maintenance bond.

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

July 6, 2026

AGENDA ITEM TITLE

Motion to approve Final Quantity Summary with Cedar Valley Corporation, of Waterloo, Iowa, for a net decrease of $17,999.56, in conjunction with the FY 2025 E./W. San Marnan Drive Reconstruction Project, Contract No. 1116, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Final Quantity Summary

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is the accumulated amount of adjustments from original to final quantities that were determined necessary during the construction of the project, which results in a net decrease in the total project cost.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

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ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Cedar Valley Corporation, of Waterloo, Iowa, in the amount of $5,349,518.80, in conjunction with the FY 2025 E./W. San Marnan Reconstruction Project, Contract No. 1116, and receive and file a two-year maintenance bond.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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1. Cont 1116_Maintenance Bond

MAINTENANCE BOND

Bond No. 190055212

ALL MEN BY THESE PRESENTS:

That, Cedar Valley Corp., LLC of Waterloo, IA as Principal, and the Liberty Mutual Insurance Company as Surety, are held and firmly bound unto City of Waterloo, Iowa in the penal sum of Five Million Three Hundred Forty-nine Thousand Three Hundred Eighteen & 80/100 ($ 5,349,318.80) Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said Principal entered into a certain contract, with City of Waterloo, Iowa To furnish all the material and labor necessary for the construction of F.Y. 2025 E./W. San Marnan Drive Reconstruction Project, Contract No. 1116 in Waterloo, IA In conformity with certain specifications; and

Whereas a further condition of said contract is that the said Principal should furnish a bond in indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of two (2) years from date of acceptance of the work under said contract; and

Whereas the said Liberty Mutual Insurance Company for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Waterloo, Iowa

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost and expense, remedy any and all defects that may develop in said work within the period of two (2) years from the date of date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise, to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 30th day of June , 2026 .

Cedar Valley Corp., LLC
Principal
By: [signature] C-VP
William C. Calderwood, Sr. Vice President

Liberty Mutual Insurance Company
Surety
By: [signature]
Kate Zanders Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

175 Berkeley Street
Address

Boston, MA 02116

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213828-190056

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Crowner; Brian M. Deimerly; Craig E. Hansen; Dione R. Young; Grace Dickinson; Jamie Gifford; Jay D. Freiermuth; John Cord; Kate Zanders; Sara Huston; Seth D. Rooker; Tim McCulloh; Zachary R. Fuller

all of the city of Waukee state of IA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of June, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Motion to approve Final Quantity Summary with Brock Even Construction, LLC, of Jesup, Iowa, for a net decrease of $13,868.43, in conjunction with the FY 2026 Sidewalk Repair Assessment Program - Zone 5A, Contract No. 1127, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Final Quantity Summary

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is the accumulated amount of adjustments from original to final quantities that were determined necessary during the construction of the project, which results in a net decrease in the total project cost.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. FQS

CITY OF WATERLOO, IOWA

FINAL QUANTITY ADJUSTMENT

PROJECT: **FY 2026 SIDEWALK REPAIR ASSESSMENT PROGRAM – ZONE 5A,** CONTRACT NO. **1127**

DATE PREPARED: JUNE 10, 2026 AMOUNT: **$13,868.43 DECREASE**

TO: **BROCK EVEN 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 SEPTEMBER 15, 2025.

A. DESCRIPTION OF CHANGE TO BE MADE OR EXTRA WORK TO BE DONE:
ADJUST CONSTRUCTION QUANTITIES TO ACTUAL CONSTRUCTION QUANTITIES.

B. REASON FOR ORDERING CHANGE OR EXTRA WORK:
AS-BUILT QUANTITIES VARIED FOR SOME BID ITEMS.

C. SETTLEMENT FOR COST OF WORK TO BE MADE AS FOLLOWS:
COMPENSATION ALREADY MADE TO CONTRACTOR THROUGH BID ITEMS.

TOTAL DECREASE = $19,618.59

BY: _____
MAYOR DATE

ATTEST:

_____
CITY CLERK DATE

BROCK EVEN CONSTRUCTION, LLC
CONTRACTOR

BY: _____ 6-10-26
DATE

TITLE: Owner

APPROVED:

_____ 6/10/26
CITY ENGINEER DATE

F.Y. 2026 SIDEWALK ASSESSMENT PROGRAM - ZONE 5A — **FINAL QUANTITY ADJUSTMENT**

CONTRACT NO. 1127

SIDEWALK ASSESSMENT REPAIRS - ZONE 3

BID ITEM	ITEM DESCRIPTION	UNIT	ORIGINAL BID QTY.	FINAL QUANTITY	QUANTITY DIFFERENCE	CONTRACTOR UNIT PRICE	CONTRACTOR BID PRICE EXT.	INCREASE / DECREASE
1	4" PCC R/R Sidewalk	SF	4,800.28	3,887.1	(913.2)	$ 11.50	$ 55,203.22	$ (10,501.23)
2	5" PCC R/R Sidewalk	SF	833.20	817.2	(16.0)	$ 12.00	$ 9,998.40	$ (192.00)
3	6" PCC R/R Sidewalk	SF	453.60	363.2	(90.4)	$ 13.00	$ 5,896.80	$ (1,175.20)
4	Clean Walk	EACH	7.00	3.0	(4.0)	$ 500.00	$ 3,500.00	$ (2,000.00)
5	Water Valve Adjustment	EACH	8.00	8.0	0.0	$ 200.00	$ 1,600.00	$ -
6	Joint Seal	LF	43.00	43.0	0.0	$ 15.00	$ 645.00	$ -
						DIVISION TOTALS	**$ 76,843.42**	**$ (13,868.43)**

PAYMENTS:	
PAY ESTIMATE #1	$ 15,434.81
PAY ESTIMATE #2	$ 13,763.81
PAY ESTIMATE #3	$ 12,420.56
PAY ESTIMATE #4	$ 6,401.35
PAY ESTIMATE #5	$ 11,805.72
RETAINAGE	$ 3,148.75
TOTAL PAYMENTS:	**$ 62,975.0**

ORIGINAL CONTRACT AMOUNT	$ 76,843.42
FINAL QUANTITY SUMMARY	$ (13,868.43)
FINAL CONTRACT AMOUNT	**$ 62,975.00**

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Brock Even Construction, LLC, of Jesup, Iowa, in the amount of $62,975.00, in conjunction with the FY 2026 Sidewalk Repair Assessment Program - Zone 5A, Contract No. 1127, and receive and file a two-year maintenance bond.

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. Maintenance Bond_1127

Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio
Surety Administrative Office:
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

MAINTENANCE BOND

Bond No.: 7901281494

KNOW ALL MEN BY THESE PRESENTS, That we, Brock Even Construction LLC, as Principal, and Nationwide Mutual Insurance Company, a corporation duly organized under and by the virtue of the laws of the State of Ohio and authorized to become sole surety on bonds in the State of IA, as Surety, are held and firmly bound unto the City of Waterloo, hereinafter called Obligee, in the just and penal sum of Sixty-Two Thousand Nine Hundred Seventy-Five & no/100 Dollars ($62,975.00), lawful money of the United States of America, to the payment of which well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by means of a written agreement, dated _____, contracted with the Obligee aforesaid, for furnishing all materials and performing all of the work in connection with FY 2026 Sidewalk Repair Assessment Program - Zone 5A, Contract No. 1127

as specifically set forth in said contract for said work, and

WHEREAS, the Principal has completed the said contract in accordance with the plans and specifications thereof, and

WHEREAS, the Obligee has requested the Principal to guarantee said work against defective workmanship or faulty materials for a period of Two year(s) from date of acceptance of said work FY 2026 Sidewalk Repair; and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly make good any defects in material or workmanship which may arise in said work within Two year(s) from the date of acceptance of said work, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Claim notices should be sent via e-mail to bondclms@nationwide.com or via mail to the address above attention Surety Claims Manager. All other notices should be sent via e-mail to bondcomm@nationwide.com or via mail to the address above to the attention of the Surety Underwriting Department.

IN WITNESS WHEREOF, we have set our hands and seals this 9th day of June, 2026.

Brock Even Construction LLC
Principal Name

Principal Signature (Seal)

Nationwide Mutual Insurance Company
(Surety) (Seal)

By: Emma Kennedy
Emma Kennedy, Attorney-in-Fact

SNP-T-15 (12-13)

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:
Anita R. Calderon, Mike Kuper, Andrew Roby, Elizabeth Moore, Ashlee Heldt, Ben Lewis, Jeff Cose, Aaron J. Jamison, Carmon R. Wilson, Spencer Paris, Larry D. Slegh, Richard E. Harman IV, Logan Dorpinghaus, Corey Days, Jill DeRobertis, Dominic Amoroso, Kyle Huntrod, Michael Maller, Stephen G. Sanker, Brian Pflum, Guy Tenold, Cassie McKittrick, Ashley Leavell, Cara Buljubasic, Trevor Sharp, Amy Palmer, Jennifer Anderson, Randi Allen, Andrew Jennings, Andrew P. Andersen, Jesse Huston, Maxine Coffin, Alex Cardarelli, Jonathan Price, Jarrett Berg, Tony McFall, Ryan Biegen, Loradane Legaspi, Zachary Vana, Anthony Yau, Emma Kennedy, Shelby Ross, Kelly Farrell

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

FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00)

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 du 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 9th day of June, 2026.

Assistant Secretary

BDJ 1(10-25)00

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Communication from the Library Department on the notice of the conclusion of employment of Josée Varboncoeur, Library Assistant, effective June 5, 2026, with recommendation of approval of payout of $1,848.66 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. VARBONCOEUR PAYOUT 7.6.2026

CITY OF WATERLOO IOWA
Community of Opportunity

City Council Notice of Employment Severance

Today's Date: 5/28/2026 **Department:** Library

Effective Date: 6/5/2026 **Job Classification:** 29-Hour Library Assistant

Employment Date: 6/5/2023 **Employee Name:** Josée Varboncoeur

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	0	$ 28.01	$	-
Vacation-Current	60	$ 28.01	$	1,680.60
Usable Sick Leave			25% $	-
Casual Hours			$	-
Comp Time Pay			$	-
Unscheduled Leave			$	-
Other Pay	6	$ 28.01	$	168.06
		Total Payment	**$**	**1,848.66**

Comments _____

Approved by _____ **Date** 5/28/2026

Human Resources Nicole Fischels **Date** 06/01/2026

Council Agenda Date: 7/6/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Communication from the Community Development Department on the notice of the conclusion of employment of Rudy Jones, Community Development Director, effective May 29, 2026, with recommendation of approval of payout of $20,065.80 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. JONES PAYOUT 7.6.2026

Docusign Envelope ID: D387D23B-B426-8D29-819F-86E87E7ADAFB

CITY OF WATERLOO IOWA
Community of Opportunity

City Council
Notice of Employment Severance

Today's Date: 6/1/2026 **Department:** Community Development

Effective Date: 5/29/2026 **Job Classification:** Community Dev Director

Employment Date: 8/7/1987 **Employee Name:** Rudy Jones

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	82	$ 51.27		$ 4,204.14
Vacation-Current	259	$ 51.27		$ 13,278.93
Usable Sick Leave	29.5	$ 51.27	25%	$ 378.12
Casual Hours	43	$ 51.27		$ 2,204.61
Comp Time Pay	0	$ -		$ -
Unscheduled Leave	0	$ -		$ -
Other Pay (Bday)	0	$ -		$ -
		Total Payment		**$ 20,065.80**

Comments _____

Approved by Signed by: Angie Fordyce 7366CB8BD36A47B... **Date** 6/3/2026

Human Resources Signed by: Mekki Fischels 4DB8826179FC45F... **Date** 6/1/2026

Council Agenda Date: 7/6/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Communication from the Community Development Department on the notice of the conclusion of employment of Stephanie Shavers, Neighborhood Services Coordinator, effective May 27, 2026, with recommendation of approval of payout of $5,094.35 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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LEGAL DESCRIPTION

ATTACHMENTS

1. SHAVERS PAYOUT 7.6.2026

Docusign Envelope ID: ACC5FF8D-BDCF-88C9-83AC-EBDC08E2A93C

City Council
Notice of Employment Severance

Today's Date: 6/1/2026 **Department:** Community Development

Effective Date: 5/27/2026 **Job Classification:** Neighborhood Services Coord

Employment Date: 11/1/2022 **Employee Name:** Stephanie Shavers

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	32	$ 29.32		$ 938.24
Vacation-Current	108	$ 29.32		$ 3,166.56
Usable Sick Leave	8	$ 29.32	25%	$ 58.64
Casual Hours	23.75	$ 29.32		$ 696.35
Comp Time Pay	0	$ -		$ -
Unscheduled Leave	0	$ -		$ -
Other Pay (Bday)	8	$ 29.32		$ 234.56
		Total Payment		**$ 5,094.35**

Comments _____

Approved by Signed by: Angie Fordyce 7080CB0BD80A47B... **Date** 6/8/2026

Human Resources Signed by: Mkki Fischels 4DB8020179FC45F... **Date** 6/1/2026

Council Agenda Date: 7/6/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Communication from the Police Department on the notice of the conclusion of employment of Melissa Lippert, Police Officer, effective June 12, 2026, with recommendation of approval of payout of $43,926.96 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. LIPPERT PAYOUT 7.6.2026

CITY OF WATERLOO IOWA
Community of Opportunity

City Council
Notice of Employment Severance

Today's Date: 6/15/2026 **Department:** Police Department

Effective Date: 6/12/2026 **Job Classification:** Police Officer

Employment Date: 5/8/2006 **Employee Name:** Melissa Lippert

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	110	$ 47.54	$	5,229.40
Vacation-Current	252	$ 47.54	$	11,980.08
Usable Sick Leave	0	$ 47.54	25% $	-
Casual Hours	0	$ 47.54	$	-
Comp Time Pay	474	$ 47.54	$	22,533.96
Unscheduled Leave	88	$ 47.54	$	4,183.52
Other Pay			$	-
		Total Payment	**$**	**43,926.96**

Comments _____

Approved by _____ **Date** 6/15/26

Human Resources Nicole Fischels **Date** 06/16/2026

Council Agenda Date: 7/6/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Human Resources Department

MEETING DATE
July 6, 2026

AGENDA ITEM TITLE
Motion to approve the hiring of **Morgan Jacobs** from the current Civil Service List to the position of Waste Water Operator in the Waste Management Services, effective July 7, 2026.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. WASTE WATER OPERATOR CS LIST (exp 5.27)
2. WASTE_WATER_OPERATOR_4.2026[1]

715 Mulberry St, Waterloo, IA 50703
Phone: (319) 291-4303
Fax: (319) 291-4569
CITYOFWATERLOOIOWA.COM

May 29, 2026

TO: Honorable Mayor & City Council

We, the members of the Civil Service Commission, certify the following list of applicants, who are eligible based upon the examination process as set forth by the Civil Service Commission for the appointment to the position of Waste Water Operator for the City of Waterloo, Iowa WMS. This list shall be used to fill any vacancy in the Waste Water Operator classification from May 29, 2026 – May 29, 2027.

CERTIFIED LIST

Morgan Jacobs
Jason (Jay) Dietz
Brandon Secor

Respectfully submitted,

_____ _____ _____ _____

Dr. Bev Smith Date Dr. Robert Welch Date

_____ _____

Marianne Kurtnebach Date

*January 6, 2025 the Waterloo City Council voted to suspend the Civil Service hiring practices for entrance positions as allowed by the Iowa Administrative Code section 400.12A until January 6, 2027; therefore no signatures are required to certify this list.

Docusign Envelope ID: 2D41CABB-FA54-4314-8687-B3F839A73186

PERSONNEL REQUISITION FORM

Check as applicable: X | To start recruiting or civil service process and/or ☒ To fill a vacancy
☐ Active Civil Service List Expires: _____

A proposed job description and questionnaire must accompany this form at time of submission to Human Resources.

****

Position Title: Waste Water Operator Department: Waste Management Services

Reports To: Operations Foreman Work Location: 3505 Easton Av, Waterloo IA 50702

Employment Status:
☒ Regular Full Time ☐ Temporary Full Time from _____ to _____
☐ Regular Part Time ☐ Temporary Part Time from _____ to _____
☐ Regular 7-Month ☐ Intern/Co-op Student from _____ to _____

Type of Position:
Civil Service Position: ☒ Yes ☐ No
Bargaining Position: ☒ Yes ☐ No
Bargaining Group: 177
Non-bargaining Position: ☐ Yes ☒ No

Recommended Recruitment Sources:
☐ Internal Posting Only
☒ Internal Posting and External Advertising

****

Complete the following if the requisition is to fill a vacancy:

☐ New Position or ☒ Replacement Position for: Mike Smock - Waste Water Operator
(Specify name and title of former incumbent)

Date incumbent terminated employment: 04/08/26 Date of final payout: 5/1/2026

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: 7:00AM TO 3:00PM

Justification of need for position: Minimum staffing requiprements were established to operate the Waste Management Plant and we will be below that level

What are the likely consequences if the position is not filled? More overtime from not meeting our minimum staffing requirements. Efficiences of the operational requirements would be affected.

APPROVALS

Annual salary requirements: $67,208.83 Hourly Rate: $32.31 Benefits: $50.70hrly/$105,449.64yrly
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? ☒ Yes ☐ No If no, how will position be funded? _____

Approved subject to the following conditions: _____

3/31/2026	Signed by: 4/9/2026
Submitting Department Head Date	Mayor 893F8397B3D3421... Date
Signed by: Bridgett Wood 4/9/2026	Signed by: 4/10/2026
Chief Financial Officer DA5F48... Date	City Clerk/Human Resources Director C7CCE7FDA359427... Date
Signed by: 4/10/2026	
Human Resources Committee Chairperson B83B59BCFE0474... Date	

Created 8/7/2014

Docusign Envelope ID: 2D41CABB-FA54-4314-8687-B3F839A73186

PERSONNEL REQUISITION
(Waste Water Operator)

The following questions are provided as guidelines to assist you in developing your rational for the position of *Waste Water Operator* in the *Waste Management Services* Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

(1) What are the key job responsibilities of this position?
Waste Water Operators are responsible for overall operation of the Waste Water Treatment facilities for the City. They maintain and control the process of waste water to stay in compliance with our NPDES permit.

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?
No. Waste Water Operators are required to have a Grade II license with the IDNR to operate the plant.

(3) How is the work of this position being accomplished now?
With an upcoming vacancy occurring in the near future Operations staff will be understaffed. This position is scheduled to work weekends on a rotating basis with the other Operators. This leads to time off during the workweek when workload is heavy and staff can be short on help with other employees off as well. This leads to less eyes on running vital equipment and safety issues.

(4) Are the filled positions in your department currently being utilized to their maximum potential?
Yes. Lots of projects and construction going on to meet requirements.

(5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?
By providing operational duties and decision making to properly operate the plant, to stay within compliance of NPDES regulations.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?
By properly operating the plant always looking for cost control operational strategies.

(7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time?

Docusign Envelope ID: 2D41CABB-FA54-4314-8687-B3F839A73186

No overtime has been needed to accomplish this work. This position has earned 5K-10K annual from overtime.

(8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible.
Staffing has generally remained steady but with the known future upcoming vacancy this will put us in position to hire immediately and not lack in help for treatment operations.

(9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible.
The operations staff will be short on help. This could lead to non-compliance and possible overtime. Operations staff also plays a key role in helping stage equipment during flooding emergencies.

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?
Other Operators help fill in to help maintain the lost workload while they are out.

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?
Not unless the whole treatment staff was outsourced with a 3rd party.

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?
Important. Waste water continues to need to be treated and it cannot be done without the operations staff.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council?
Treatment Operations obviously plays a pivotal role in our biggest goal and objective of staying in compliance with state and federal regulations. Being properly staffed helps do this.

Note: Forward completed questionnaire to Human Resources Department with original copy of Personnel Requisition form & updated job description.

Docusign Envelope ID: 2D41CABB-FA54-4314-8687-B3F839A73186

Submit resume by going to www.cityofwaterlooiowa.com clicking on Career Opportunities, reviewing the position and following the directions to submit a resume. We will not accept mailed, faxed, hand-delivered or directly mailed resumes. Deadline to submit a resume is noon Friday __.

CITY OF WATERLOO IOWA
Community of Opportunity

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

WASTE WATER OPERATOR

DEPARTMENT	WASTE MANAGEMENT SERVICES
SALARY	$31.31, WITH $1.00 INCREASE AFTER 6 MO
FLSA	NON-EXEMPT
CIVIL SERVICE	INCLUDED
BARGAINING UNIT	CONSTRUCTION & PUBLIC EMPLOYEES LiUNA Local #177

GENERAL STATEMENT OF DUTIES

Technical position responsible for the overall operation and maintenance of the Waste Water Treatment Plant and related facilities as assigned. Will be responsible for performing operational tasks and duties to keep the wastewater plant in compliance with National Pollutant Discharge Elimination System (NPDES) permit compliance requirements. The work is performed under the general direction of the Treatment Operations Foreman and Treatment Operations Supervisor. No supervisory responsibilities.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

These functions are considered essential for successful performance in this job classification.

The essential functions are performed according to Standard Operating Procedures. The procedures have been developed for the local jurisdiction based on generally accepted standards for wastewater treatment facilities.

1. Makes operational decisions and adjustments to insure compliance with NPDES permitted requirements.
2. Collects samples for routine lab testing.
3. Records and logs various operational data.
4. Monitors and trouble shoots plant equipment making operational adjustment via plant supervisory control and data acquisition (SCADA) system.
5. Reports need for major equipment repairs.
6. Lifts and carries weights up to one hundred pounds with assistance as needed.
7. Drives light and heavy-duty equipment as assigned.
8. Performs safety standby duties when others are working in confined spaces.
9. Works outside in all weather conditions; works near and around mechanical, hydraulic and electrical hazards; noise level is loud; atmosphere may contain dust, infectious waste, toxic and explosive gases or unfavorable natural ventilation; visibility might be poor and mobility limited.

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10. Performs all work duties and activities in accordance with City policies, procedures and OSHA, City and Waste Management Services safety rules and regulations.
11. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Understands concepts of waste water treatment and has the ability to utilize that experience to make operational decisions to maintain system compliance.
2. Ability to make simple mathematical calculations to make operational adjustments as necessary.
3. Ability to assess complex operations problems and make decisions based on standard operating procedures.
4. Ability to understand and follow oral and written directions.
5. Ability to prepare written reports, complete forms and perform required record keeping.
6. Mechanical aptitude.
7. Ability to operate utility vehicles, dump trucks and other automotive and ground maintenance equipment under all types of weather conditions.
8. Ability to work in confined spaces and at considerable heights.
9. Ability to complete daily work sheets and keep thorough operations logs and maintenance records.
10. Ability to communicate effectively and maintain working relationships with other City employees and supervisors.
11. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. High school graduate/equivalent with work experience in one or more of the following.
   (a.) Operations or maintenance in a water or wastewater organization;
   (b.) Formal education in environmental science;
   (c.) Operational or established skill in pumping or mechanical systems.

   Work experience must be verifiable.
   OR

   Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position effectively

2. Preference given to candidates with advanced education, especially those with Iowa Waste Water Treatment certification.
3. Able to obtain State of Iowa Waste Water Operator Grade 1 Certification within 1 year of employment and Grade 2 within 3 years of employment; able to maintain certification - failure to obtain and maintain these certifications as indicated will result in termination of employment.
4. Iowa Driver's License and good driving record based on City of Waterloo driver performance criteria. Must be able to obtain a Class A or B Commercial Driver's License within 6-month probation. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment;

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loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one- year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

5. Must be trained regarding Permit Required Confined Space Program as required by department head duties as assigned.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient strength to perform assigned tasks including but not limited to lifting and carrying up to one hundred pounds with assistance as needed or to move barrels weighing up to five hundred pounds with proper equipment.
2. Sufficient physical and mental stamina to work double shifts during flooding or other weather emergencies.
3. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers and supervisors over the telephone or a radio.
4. Sufficient personal mobility that permits the employee to operate large and small vehicles in all types of weather, move from one waste treatment facility to another and work in cramped spaces or difficult to reach areas.
5. Sufficient manual dexterity and coordination for safe operation of manual and powered equipment; ability to grasp/grip tools, switches and valves.
6. Sufficient depth perception, peripheral vision and color vision to work around machinery, operate equipment and identify indicator lights on control panels.
7. Sufficient hearing to diagnose machinery problems and to communicate with coworkers.

MISCELLANEOUS

1. Must wear personal protective equipment whenever and wherever necessary such as safety shoes, safety glasses, hardhat, hearing protection, respirator and gloves.
2. Must wear standard uniform as supplied by City
3. Must comply with City of Waterloo Residency Policy for Critical Employees (physically reside within thirty-mile radius of Waterloo City Hall-will be given reasonable compliance period as determined by department head). Must maintain a local telephone number in order to be contacted during emergencies.
4. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.
5. The City of Waterloo requires a physical examination by a physician of the City's choice, including a drug test, to determine if an applicant is capable of performing the essential functions of this job classification. Failure to pass these tests will result in withdrawal of employment offer.

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6. The City of Waterloo reserves the right to conduct a background investigation including education, employment and criminal history checks on any applicant being considered for this position
7. Must submit to and pass Civil Service oral examination.

WORK SCHEDULE

Scheduled shift is generally 7:00 a.m.-3:00 p.m. with a twenty-minute paid lunch and rotating weekends. Subject to emergency call or longer shifts during flooding or other emergency conditions.

OPEN EXAM

Qualified applicants who apply by the deadline date will be required to appear before an oral examination panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the oral examination. The top applicants, as ranked by their scores on the oral examination will be the individuals placed on the certified list. Applicants who qualify as outlined and are full time regular employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the military or naval forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service connected disability. Qualified applicants who apply by the deadline date will be notified of the time, place and date of the examination.

WASTE WATER OPERATOR DESCRIPTION 2026

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Human Resources Department

MEETING DATE
July 6, 2026

AGENDA ITEM TITLE
Motion to approve the hiring of **Jibreel Bailey** from the current Civil Service List to the position of Engineering Technician in the Engineering Department, effective July 7, 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. ENGINEERING_TECHNICIAN_4.2026[1]
2. Engineer Tech (exp 5.27)

Docusign Envelope ID: 2D41CABB-FA54-4314-8687-B3F839A73186

PERSONNEL REQUISITION FORM

Check as applicable: ☒ To start recruiting or civil service process and/or ☒ To fill a vacancy
☐ Active Civil Service List Expires: _____

A proposed job description and questionnaire must accompany this form at time of submission to Human Resources.

****

Position Title: Engineering Technician Department: Engineering

Reports To: City Engineer Work Location: City Hall

Employment Status:
☒ Regular Full Time ☐ Temporary Full Time from _____ to _____
☐ Regular Part Time ☐ Temporary Part Time from _____ to _____
☐ Regular 7-Month ☐ Intern/Co-op Student from _____ to _____

Type of Position:
Civil Service Position: ☒ Yes ☐ No
Bargaining Position: ☒ Yes ☐ No
Bargaining Group: LiUNA #177
Non-bargaining Position: ☐ Yes ☒ No

Recommended Recruitment Sources:
☐ Internal Posting Only
☒ Internal Posting and External Advertising

****

Complete the following if the requisition is to fill a vacancy:

☐ New Position or ☒ Replacement Position for: Matt Buenger, Engineering Technician
(Specify name and title of former incumbent)

If replacement, former incumbent: ☒ Retired/Resigned/Terminated ☐ Transferred ☐ Promoted

Date incumbent terminated employment: 9/13/2024 Date of final payout: 10/4/2024

Anticipated start date: May 15, 2026 No. of hours/week: 40 Work schedule: 7:30-4:30 M-F

Justification of need for position: Matt left for another job. This position inspects and tests construction projects such as the street reconstruction, asphalt overlay, EDA grants, Rise Grants, waterworks projects and the sidewalk program.

What are the likely consequences if the position is not filled? If these positions a not filled, the City will have to hire outside consultants to do inspections.

APPROVALS

Annual salary requirements: $71,140.90 Hourly Rate: $34.20 Benefits: $52.98 hourly/$110,208.29 annually
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? ☒ Yes ☐ No If no, how will position be funded? _____

Approved subject to the following conditions: _____

Submitting Department Head	3/23/2026 Date	Signed by: Dave Boesen 393F8397B3D3421...	4/9/2026 Date
Signed by: Bridgett Wood D88E184FDA8F48A... Chief Financial Officer	4/9/2026 Date	Signed by: LANCE DUNN 7CCE7B7B4358427... Human Resources Director	4/10/2026 Date
Signed by: B839B59BDEE0474... Human Resources Committee Chairperson	4/10/2026 Date		

Created 6/30/2017

Docusign Envelope ID: 2D41CABB-FA54-4314-8687-B3F839A73186

PERSONNEL REQUISITION
Engineering Technician

The following questions are provided as guidelines to assist you in developing your rational for the position of *Engineering Technician* in the *Engineering* Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

(1) What are the key job responsibilities of this position?
Conduct inspection and testing of construction projects such as the reconstruction program, overlay program, sidewalk program, waterworks extensions, waterworks street patching, Rise grants, EDA grants and construction projects for other departments. Sidewalk and driveway inspections, writing excavation permits and performing inspections on excavations, GPS locating of storm and sanitary sewer assets, GIS updates, conventional surveying, inspections of the levee system, investigate drainage issues, completion of pay estimates, completion of testing information and daily diaries, taking pavement cores and soil borings needed for project design.

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?
No. Currently all other employees are needed for other jobs in the department.

(3) How is the work of this position being accomplished now?
Currently there are seven (7) Engineering Technicians to spread the work around too. Replacing this position helps to cover all the work and keep overtime to a minimum. With the increased number of projects that we are currently doing, another technician is needed to cover all the projects.

(4) Are the filled positions in your department currently being utilized to their maximum potential?
Yes.

(5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?
This position inspects and tests construction projects to ensure the contractor is completing the work per the specifications. There will always be construction projects in engineering and other departments and having staff to inspect the work is in the best interest of the City.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?

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There would be no cost savings as the City would be required to hire an outside consultant to do the inspections at a higher cost than hiring staff replacements. The costs for hiring a consultant would be passed on to general fund departments for their projects rather than having the projects inspected by this position.

(7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time?
Depending on the project, there is some comp time that is accrued during the construction season.

(8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible.
The federal government is adding more regulations (storm water permit, consent decree requirements, increased maintenance requirements for City's flood control system, ADA ramp program, complete streets) and this increases the need for qualified staff. The Engineering Department is designing and inspecting RISE projects along with projects funded by the EDA, water works projects, street reconstruction and overlay projects, sidewalk projects, shelter/building projects (Leisure Services) and salt shed/parking improvements/traffic projects (Public Works).

(9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible.
If this position is not filled, the Engineering Department will be required to hire a consultant to do the construction inspections at a greater cost than hiring staff. Design and inspection of projects for general fund departments would require hiring a consultant, increasing costs to those general fund departments.

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?
Vacations are for only a week or so at a time and other staff can cover.

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?
The work could be outsourced, but the cost of hiring outside consultants will cost more than doing the work in-house.

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?

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This position would rank #3 as this is a technical position and is required to meet the requirements of City Ordinances and project specifications.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council?
This position will be paid for out of Road Use and LOST funds so it is helping to minimize the impact to property taxes

Note: Forward completed questionnaire to Human Resources Department with original copy of Personnel Requisition form.

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CITY OF WATERLOO IOWA
Community of Opportunity

Submit resume by going to www.cityofwaterlooiowa.com clicking on Career Opportunities, reviewing the position and following the directions to submit a resume. We will not accept mailed, faxed, hand-delivered or directly mailed resumes. We will accept applications until

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

ENGINEERING TECHNICIAN

DEPARTMENT	ENGINEERING
SALARY	$33.20, WITH $1.00 INCREASE AFTER 6 MO
FLSA	NON-EXEMPT
CIVIL SERVICE	INCLUDED
BARGAINING UNIT	CONSTRUCTION & PUBLIC EMPLOYEES LiUNA Local #177

GENERAL STATEMENT OF DUTIES

This position is responsible for performing inspection related work in the field and office on a variety of public works projects including but not limited to storm sewer, sanitary sewer, bridges, sidewalk, streets and water projects. The work is performed under the general direction of an engineer, but considerable leeway is granted for the exercise of independent judgment and initiative. This position may supervise or direct part time or seasonal employees.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

These functions are considered essential for successful performance in this job classification.

1. Conducts inspections on a variety of public works projects.
2. Reviews plans, permits, calculations, and related development and project submittals from engineering consultants for compliance with City design standards, ordinances, and applicable regulatory requirements.
3. Reviews permit requests, issues permits and inspects work in conformance to City standards.
4. Analyzes civil engineering problems, develops proposed solutions, and makes recommendations to the engineer.
5. Performs computer-aided design (CAD) using Autodesk Civil 3D.
6. Uses GPS total station, conventional total station, transit, level and other survey tools.
7. Keeps thorough and accurate field notes of each assigned project including but not limited to records of construction quantities installed by contractors, compliance of construction materials, working day reports.
8. Reads, analyzes and records complex technical data and computations.
9. Prepares written reports, completes forms and performs required record keeping.
10. Responds to complaints and answers requests from the public regarding project information and schedules.
11. Makes note of "as-built" conditions for archiving of project records at the end of construction.

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12. Performs all work duties and activities in accordance with City policies, procedures and OSHA, City and Engineering Department safety rules and regulations.
13. Other related duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Knowledge of modern civil engineering principles and practices related to public works and municipal engineering.
2. Knowledge of public works project design, construction administration, and inspection.
3. Knowledge of land and engineering survey systems, methods, and techniques.
4. Skills in observation, problem solving, communications (oral and written), topic resolution, negotiations, technical writing, and project management.
5. Ability to review plans and related submittals, including calculations related to sanitary sewers, storm sewers, sidewalks and stormwater management practices.
6. Ability to utilize and become proficient with computer software applications for project design, mapping, and GIS management (Autodesk Civil3D and ESRI ArcGIS), and creation and editing of typical office documents (Microsoft Office, PDF applications).
7. Thorough knowledge of the standard practices, tools and terminology of the engineering and public works inspection trade including Iowa Statewide Urban and Design Specifications (SUDAS) and Iowa Department of Transportation (IDOT) standards.
8. Ability to read and interpret plans, specifications, easements, agreements, engineering reports, design manuals, and contract documents.
9. Ability to perform short-term and long-term planning and administering of projects within established deadlines.
10. Ability to perform mathematical functions in order to perform and review civil engineering calculations.
11. Ability to communicate technical issues to non-technical people.

ACCEPTABLE EXPERIENCE & TRAINING

1. Graduate of an accredited college or university with a bachelor's degree in civil or construction engineering

   OR

   Graduate of a technical school or community college with an associate of applied science degree in civil engineering technology or a directly equivalent degree

   OR

   High school graduate/GED with minimum five (5) years of experience in public works design, engineering and public works inspection

   OR

   Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position

LICENSES AND/OR STATUS REQUIRED

1. IDOT Plant and Materials certification desirable.
2. Possession of a valid State of Iowa driver's license and a satisfactory driving record are required.

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ESSENTIAL PHYSCIAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Read, speak, write, hear, and understand English to communicate effectively with fellow employees, consultants, contractors, and public via computer, telephone, written format, and in person.
2. Establish and maintain effective working relationships with other employees, officials, and the public.
3. Perform mathematics necessary for civil engineering calculations.
4. Use computers, calculators, and typical office equipment.
5. Works in a variety of weather extremes, excessive noise, electrical and mechanical hazards; work environment may be dusty and dirty; terrain may be wet, slippery or uneven.
6. Lifts, carries, pushes/pulls surveying and testing equipment weighing up to one hundred (100) pounds (may request assistance as needed).
7. Climbs and works at heights up to fifteen (15) feet.
8. Operates passenger-type vehicle to visit inspection and survey sites.

WORK SCHEDULE

Generally 7:30-4:30 Monday through Friday with one-hour unpaid lunch break. Overtime is possible, especially during construction season, which may include weekend work.

EXAMINATION INFORMATION

All qualified candidates who apply by the deadline date will be required to appear before an interview panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the interview. The top applicants, as ranked by their scores on the interview, will be the individuals placed on the certified list. Applicants who qualify as outlined and are full-time regular employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the armed forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service connected disability. Employment is contingent on possession of a good driving record based on City of Waterloo driver performance criteria and passing a post job offer physical and drug test.

ENGINEERING TECHNICIAN 2026

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

715 Mulberry St, Waterloo, IA 50703
Phone: (319) 291-4303
Fax: (319) 291-4569
CITYOFWATERLOOIOWA.COM

May 27, 2026

TO: Honorable Mayor & City Council

We, the members of the Civil Service Commission, certify the following list of applicants, who are eligible based upon the examination process as set forth by the Civil Service Commission for the appointment to the position of Engineer Technician for the City of Waterloo, Iowa, Engineering. This list shall be used to fill any vacancy in the Engineer Technician classification from May 27, 2026 – May 27, 2027.

CERTIFIED LIST

Jibreel Bailey

Tyson Bramble

Respectfully submitted,

Dr. Bev Smith Date

Dr. Robert Welch Date

Marianne Kurtenbach Date

*January 6, 2025 the Waterloo City Council voted to suspend the Civil Service hiring practices for entrance positions as allowed by the Iowa Administrative Code section 400.12A until January 6, 2027; therefore no signatures are required to certify this list.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Airport Department

MEETING DATE
July 6, 2026

AGENDA ITEM TITLE
Motion to receive and file Airport Board minutes of May 11, 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. Airport Board Minutes of May 11, 2026

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Monday, May 11, 2026

I. ROLL CALL

Chair, David Deeds, called the meeting to order at 12:00 p.m.

Board Members Present:	Gwenne Berry (Teams), Arlene Humble, Chris Bering, Scott Cook, Katy Susong, David Deeds
Board Members Absent:	Scott Voigt
City Officials Present:	Steve Simon, Hector Salamanca Arroyo (Teams), Council Liaisons; Dave Morrow, City Council
Airport Staff Present:	Steven Kjergaard, Sheila Combs
Additional Attendees:	Matt Miehe, Miehe Commercial Real Estate; Martin Hoel, AOPA; David Hughes (Teams), AECOM; Rob Sims (Teams), Mead & Hunt

II. AGENDA AS RECEIVED OR AMENDED

Moved by Mrs. Susong, seconded by Mrs. Humble, to approve the agenda as received. Ayes: 5. Motion carried.

Mr. Deeds stated that he would like to allow Matt Miehe to present after public comments, rather than making him sit through the full meeting.

III. PUBLIC COMMENTS

Martin Hoel expressed his thanks for getting the approaches to Runway 12 and Runway 30 back online.

IV. REPORTS

A. Airport Director's Written Summary

Mr. Kjergaard reviewed his written report, including the updated CIP and the increased funding approved for FY-27 IDOT CSVI.

He stated that the runway intersection project is scheduled to begin September 8, 2026, with a 14-day airfield closure planned.

B. Legislative Updates

N/A

C. Miscellaneous Airport Reports

No discussion.

V. BOARD APPROVAL

A. Approval of Minutes of April 13, 2026 Meeting

Mrs. Humble moved approval of the minutes of the April 13, 2026 meeting, seconded by Mr. Bering. Ayes: 5. Motion carried.

B. Motion to Receive and File April 2026 Expenses

Mrs. Humble moved that the April 2026 expenses be received and filed, seconded by Mr. Cook. Ayes: 5. Motion carried.

VI. OLD BUSINESS

A. Rates and Charges Discussion

Reviewed the rates and charges recommendations prepared by Mr. Kjergaard. Mrs. Susong moved approval of the recommended rates on page one effective July 1, 2026, seconded by Mr. Cook. Ayes: 5. Motion carried.

Mr. Cook moved approval of the recommended rates on page two, changing the rental car parking fee to $10 per space per month, effective July 1, 2026, and giving the Director of Aviation flexibility to negotiate lower fees if necessary to secure a lease, seconded by Mr. Bering. Ayes: 5. Motion carried.

B. Overview of Marketing Campaign

Tabled.

C. Goals Discussion

Tabled.

VII. NEW BUSINESS

A. Miehe Discussion

Matt Miehe stated that he has talked with local Hertz management, who are in favor of a second location, but said it's not their decision to make. He's working on contacting

Enterprise and plans to reach out to Alamo and others. He hopes to have an update for the June meeting.

VIII. STAFF AND BOARD MEMBER COMMENT

None

IX. ADJOURNMENT

Mr. Cook moved the meeting be adjourned at 1:20, seconded by Mrs. Susong. Ayes: 5. Motion carried.

Respectfully submitted,

David Deeds, Chairperson

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Finance Department

MEETING DATE
July 6, 2026

AGENDA ITEM TITLE
Motion to receive and file Grout Museum funding report for May 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 May 2026

Summary of Grout Museum Contracted Support through City of Waterloo

6/5/2026 **Fiscal Year 2026 Budget**

Operation Expenses:	Month of May-26	YTD 7/1/25-5/31/26	FY 26 Support Budget
Wages & Employee Benefits	$ 27,465.51	$ 274,166.57	$ 300,148.00
Charge card fees (MC/VISA)	$ 127.83	$ 3,542.25	$ 3,800.00
Exhibit building and repairs	$ 3,006.27	$ 11,707.65	$ 17,055.00
Publications and Dues	$ 110.00	$ 3,645.00	$ 4,245.00
Travel	$ -	$ 3,000.00	$ 3,000.00
Office Supplies	$ 245.27	$ 2,457.05	$ 3,000.00
Legal and Accounting Fees	$ 30.00	$ 27,404.48	$ 27,330.00
Grout Insurance	$ 3,837.17	$ 57,665.55	$ 48,850.00
Utilities - Gas, Electric, Phone	$ 11,172.78	$ 113,509.16	$ 130,000.00
Postage - mailings and meter	$ -	$ 2,595.10	$ 3,340.00
Building Maintenance	$ 3,099.18	$ 17,496.17	$ 20,000.00
Janitorial and Kitchen supplies	$ 598.36	$ 7,688.50	$ 8,000.00
Grounds	$ -	$ 5,000.00	$ 5,000.00
Misc. Expenses	$ 461.24	$ 2,421.93	$ 2,500.00
Equipment repairs & Computer Maintenance	$ 1,516.76	$ 11,364.82	$ 13,160.00
Service Contracts - Building and Machines	$ 412.63	$ 29,248.77	$ 35,572.00
Total Operating Expense	$ 52,083.00	$ 572,913.00	$ 625,000.00

**These documents are unaudited and intended for Board Reporting purposes only.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
City Clerk Department	July 6, 2026

AGENDA ITEM TITLE

Liquor Licenses
American Legion Post #138, 728 Commercial Street, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp. 06/14/2027.
BP Fuel, 127 Jefferson Street, Class E w/Sunday Sales, (Renewal) Exp. 05/29/2027.
Cedar Valley Irish Cultural AS, 3238 Dewitt Road, (5-Day CVSA complex) Exp. 08/03/2026.
Dollar General, 5570 Washington Street, Class B w/Sunday Sales (Ownership Update) Exp. 08/20/2027.
Dollar General, 1650 Idaho Street, Class B w/Sunday Sales (Ownership Update) Exp. 11/06/2026.
Dollar General, 2935 Logan Avenue, Class B w/Sunday Sales (Ownership Update) Exp. 07/14/2026.
Dollar General, 3815 University Avenue, Class B w/Sunday Sales (Ownership Update) Exp. 02/28/2027.
El Mercadito, Inc., 520 La Porte Road, Class B wSunday Sales (Renewal) Exp. 06/20/2027.
Flirts gentlemen's Club, 319 Jefferson Street, Class C w/Sunday Sales, (Renewal) Exp. 06/10/2027.
Majestic Moon Party and Event Center, Class C w/Sunday Sales, (Renewal) Exp. 05/23/2027.
The Comfort Zone, Class C, w/Sunday Sales, (Renewal) Exp 01/17/2027.
The Isle Casino Hotel Waterloo, 777 Isle of Capri Boulevard, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp. 04/30/2027.

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	July 6, 2026

AGENDA ITEM TITLE

Cigarette/Tobacco/Nicotine/Vapor Permits

Broadway Beer, Wine & Spirits, 504 Riehl Street (Retail Tobacco) (New).
Broadway Liquor, 821 Broadway Street, (Retail Tobacco).
Broadway Liquor, 821 Broadway Street, (Device Retailer).
Cork's Grocery, 1956 Lafayette Street, (Retail Tobacco).
Downtown Beer, Wine & Spirits, 906 Franklin Street (Retail Tobacco) (New).
Express Mart, 2027 Falls Avenue (Retail Tobacco).
Jim's Food, 437 Sullivan Avenue (Device Retailer) (New).
Marshall BWS, 2060 Sovia, Drive., Ste. 112 (Retail Tobacco) (New).
New Star Fletcher, 315 Fletcher Avenue (Retail Tobacco).
Prime Mart 1, 3535 Marigold Drive (Retail Tobacco) (New).
Prime Mart 5, 508 Broadway Street (Retail Tobacco).
Puff City, 1916 E. Mitchell Avenue, Ste. B (Retail Tobacco).
Ray's Supermarket, 1975 Franklin Street, (Retail Tobacco).

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
Engineering Department

MEETING DATE
July 6, 2026

AGENDA ITEM TITLE
Bonds.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION
These are Right-of-Way construction bonds for contractors wanting to do work within the City right-of-way. Work would include such items as plumbing repairs in the street, driveway construction and sidewalk construction. The bond ensures that if a contractor does not complete the work, the bonding company will step in and complete the work on the contractor's behalf.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. ROW BONDS 7.6.2026

RIGHT OF WAY CONSTRUCTION BONDS
COUNCIL APPROVAL
JULY 6, 2026

IA 601517	Bradley Colvin	Waterloo, IA
101551714	Cedar Valley Excavating, LLC	Cedar Falls, IA
55-227707	CJ's Construction Inc.	Iowa City, IA
14989862	Michael Albers	Dike, IA
IA5347633	Page Heating and Air Inc	Tripoli, IA
100348621	Peters Construction Corporation	Waterloo, IA
101907682	Seehase Concrete, Inc.	Sumner, IA

RIGHT OF WAY CONSTRUCTION BOND

No. IA 601517

Applicant's Telephone Number: (319)961-6514

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Bradley Colvin,

of 604 Oakland (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 Bradley Colvin 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 16th day of January, 2026.

Bradley Colvin
PRINCIPAL
By: Bradley Colvin
Printed Name:

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 16th 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 16th 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 16th 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. 101551714

Applicant's Telephone Number: 712-269-1505

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Cedar Valley Excavating, LLC,

of 1026 Carriage Ln (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 Cedar Valley Excavating, 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 1st day of June, 2026.

Cedar Valley Excavating, LLC
PRINCIPAL

By: _____

Printed Name: Brady Huls

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 1st day of June , 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 1st day of June 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 1st day of June , 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. 55-227707

Applicant's Telephone Number: 319 666 5851 6

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), CJ's Construction Inc.,

of 2915 Dubuque St. NE (Street), Iowa City (City) Iowa (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 CJ's Construction Inc. of Iowa City 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 1, 2026, through April 30, 2027.

Witness our hands this 1st day of February, 2026.

CJ's Construction Inc.
PRINCIPAL

By: Cory Hodapp

Printed Name: Cory Hodapp

United Fire & Casualty Company
SURETY

By: _____
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 & INDEMINITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401 telephone (800) 343-9130 or email *surety@unitedfiregroup.com*
THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim, please contact us at *surety@unitedfiregroup.com*

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, DAVIS MORTLAND 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 effective until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 26th day of January, 2026.

By: _____
Kyanna M. Saylor, Vice President of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:
On this 26th day of January, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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

Notary Public: _____
My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 1st day of February, 2026.

By: _____
Mary A. Bertsch, Assistant Secretary of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

BPOA0049 012026

This paper has a colored background and void pantograph.

RIGHT OF WAY CONSTRUCTION BOND

No. 14989862

Applicant's Telephone Number: 319 269 2476

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Michael D. Albers,

of 917 FOX RIDGE RD., DIKE, IA 50624
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 Michael D. Albers of

Dike, 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 2nd day of April, 2026.

PRINCIPAL

By: Mike Albers

Printed Name: Mike Albers

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 CITY OF WATERLOO

bond with bond number 14989862

for MICHAEL D. ALBERS
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 2nd day of April, 2026.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 02 day of April, 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

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. IA5347633

Applicant's Telephone Number: (319)882-3339

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Page Heating and Air Inc,

of 2010 Midway Ave (Street), Tripoli (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 Page Heating and Air Inc of Tripoli, 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 3rd day of June, 2026.

Page Heating and Air Inc
PRINCIPAL

By: Rachel A Page

Printed Name: Rachel A Page

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 3rd day of June , 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 3rd day of June 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 3rd day of June , 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. 100348621

Applicant's Telephone Number: 3192362003

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Peters Construction Corporation,

of 901 Blackhawk 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 Peters Construction Corporation 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 16th day of June, 2026.

Peters Construction Corporation
PRINCIPAL

By: Gabe Berger

Printed Name: Gabe Berger

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 seated 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 16th day of June , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By _____
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 16th day of June 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 16th day of June , 2026 .

_____
Secretary

POA 0018 (5/25)

RIGHT OF WAY CONSTRUCTION BOND

No. 101907682

Applicant's Telephone Number: (563) 578-3284

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Seehase Concrete, Inc.,

of 803 S Walnut St (Street), Sumner (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 Seehase Concrete, Inc. of Sumner, 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 June 11, 2026, through April 30, 2027.

Witness our hands this 11th day of June, 2026.

Seehase Concrete, Inc.
PRINCIPAL

By: _____

Printed Name: Gene Rhea

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 11th day of June , 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 11th day of June 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 11th day of June , 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)

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

ENDORSEMENT

It is hereby understood and agreed that Bond No.: 101907682

Principal: Seehase Concrete, Inc.,

Obligee: City of Waterloo, Iowa

in the Merchants Bonding Company (Mutual), is changing this bond effective June 15, 2026

FROM:
Address: 803 S Walnut St Sumner IA, 50674

TO:
Address: 1018 West 1st St Sumner IA, 50674

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 15th day of June, 2026

Merchants Bonding Company (Mutual)

By Larry Taylor
Larry Taylor, President

MERCHANTS BONDING COMPANY INCORPORATED -o- 1933 (MUTUAL)

SUP 0018 (2/15)

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Asbestos Abatement Services, Contract AB-2026-05-01P (54 Lane Street).

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

EPA Multipurpose Grant

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Contract AB-2026-05-01P 54 Lane St contractor signed
2. Bid Tab 06.11.2026 Asbestos Abatement Services, Cont. AB-2026-05-01P (54 Lane St, former

Altstadt Langlas building)

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

CONTRACT AB-2026-05-01P FOR ASBESTOS ABATEMENT SERVICES

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

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 Advanced Environmental, Inc. ("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 $274,000.00 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

ADVANCED ENVIRONMENTAL, INC.

_____
Michael Poe, Authorized Representative

Asbestos Abatement Services, Cont. AB-2026-05-01P (54 Lane Street)

Engineer's Estimate $334,000.00

June 11, 2026

Bidder	Bid Security	Bid Amount
REW Services Des Moines, IA	5%	$386,767.00
Advanced Environmental Waterloo, IA	5%	$274,000.00

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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5930 Grand Avenue, West Des Moines, IA 50266 — 866.875.5527 — eocene.com

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54 LANE STREET WATERLOO, IOWA 50703

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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
8. STANDARDS AND CODES
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

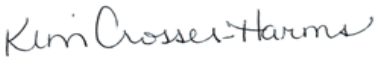
Prepared by:

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.

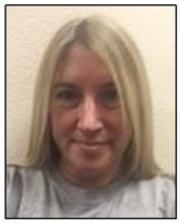
License Type	Number	Expires
INSPECTOR	25-12831	12-13-2025
SUPERVISOR	25-12832	12-12-2025

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
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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
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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

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6340 CastlePlace Dr. Indianapolis, IN 46250
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http://www.EMSL.com / indianapolislab@emsl.com

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Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

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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-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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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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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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			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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			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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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**
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**

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			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**

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		

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

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

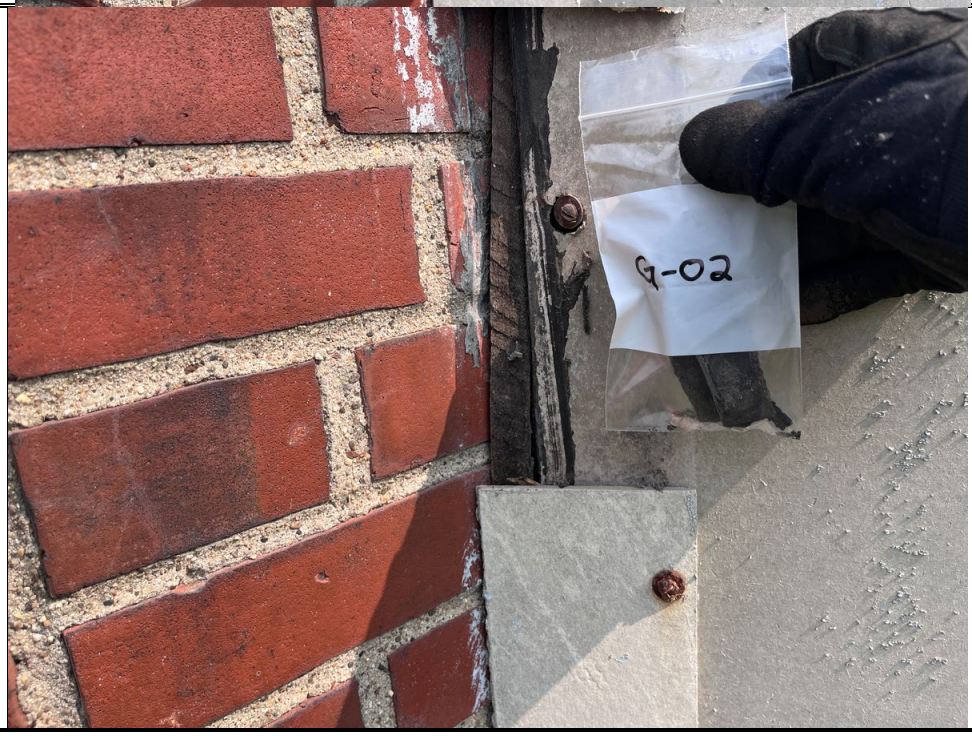
Ship Date:

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	

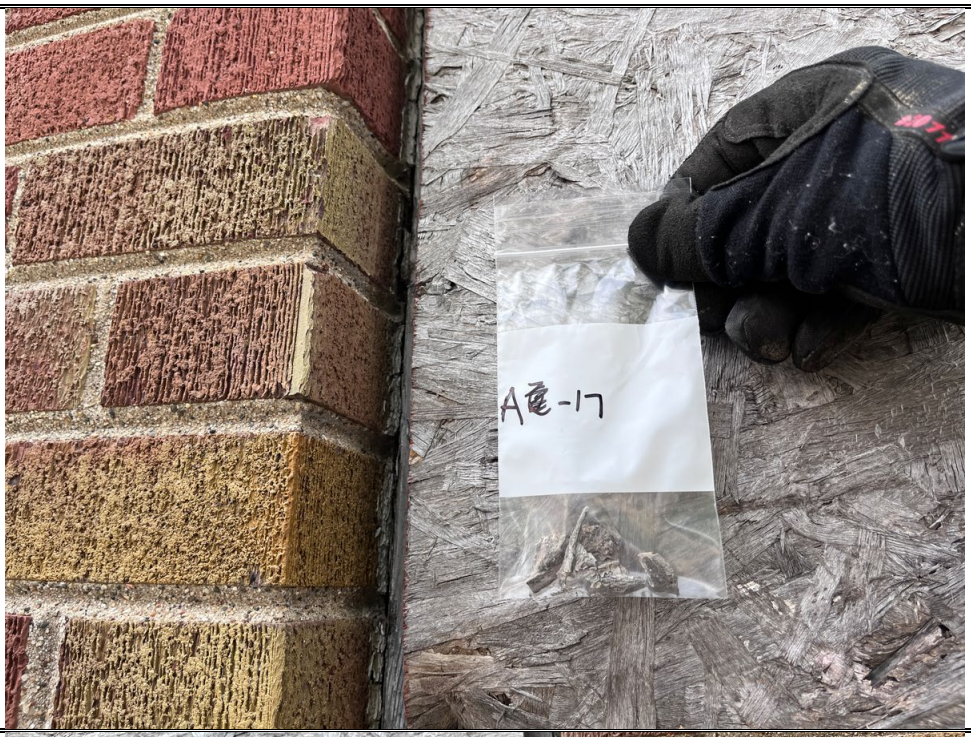
Photograph table includes photos of all asbestos-containing materials. (Continued)

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	

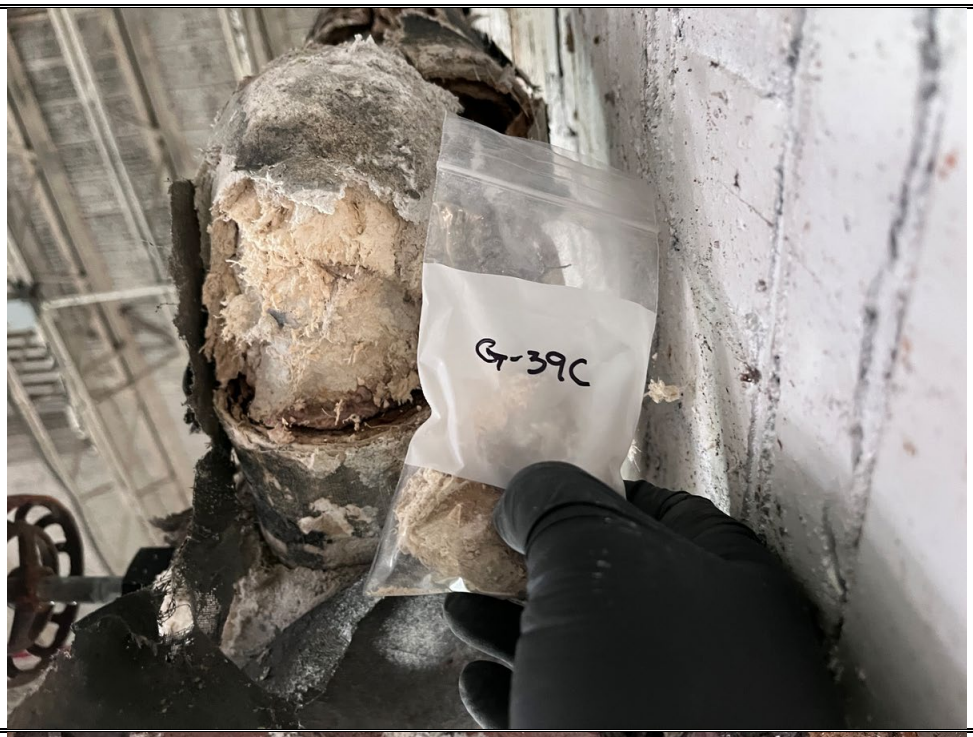
Photograph table includes photos of all asbestos-containing materials. (Continued)

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	

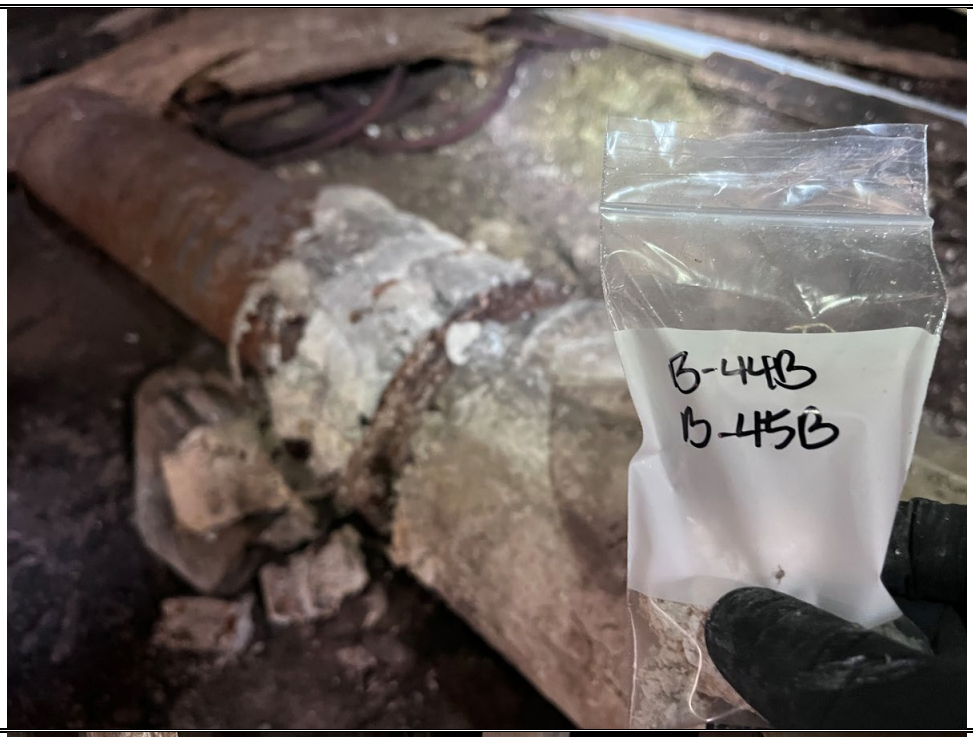
Photograph table includes photos of all asbestos-containing materials. (Continued)

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)

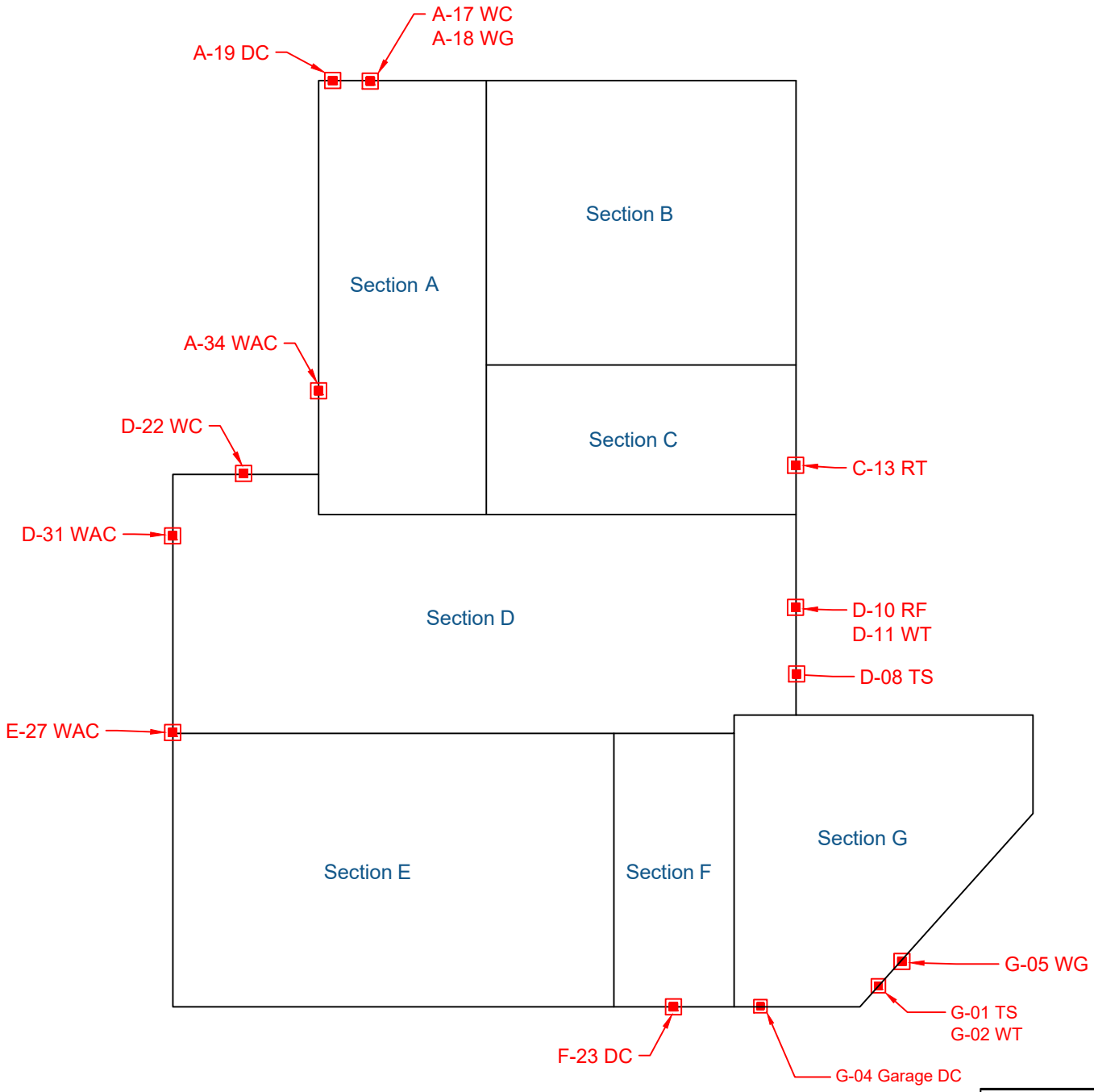
6/4/2025 Photographer: Leon Johnson	Asbestos Containing Materials Inspection Former Altstadt & Langlas Baking Company 54 Lane Street, Waterloo, Iowa 50703
Photo #31 **Description:** ACM Brown Duct Wrap **Location:** 2nd Floor – Interior Section A **Sample #:** A-108ABC	
Photo #32 **Description:** ACM 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

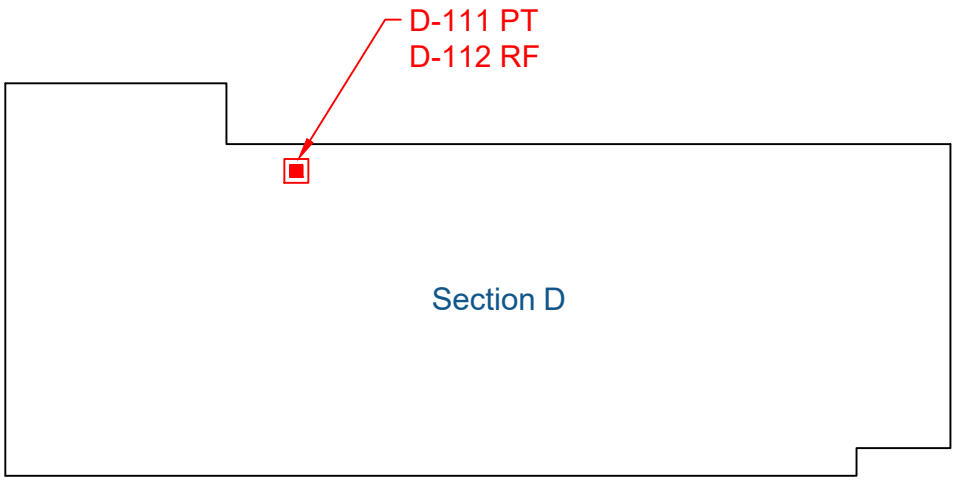
Eocene SM Environmental Group

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

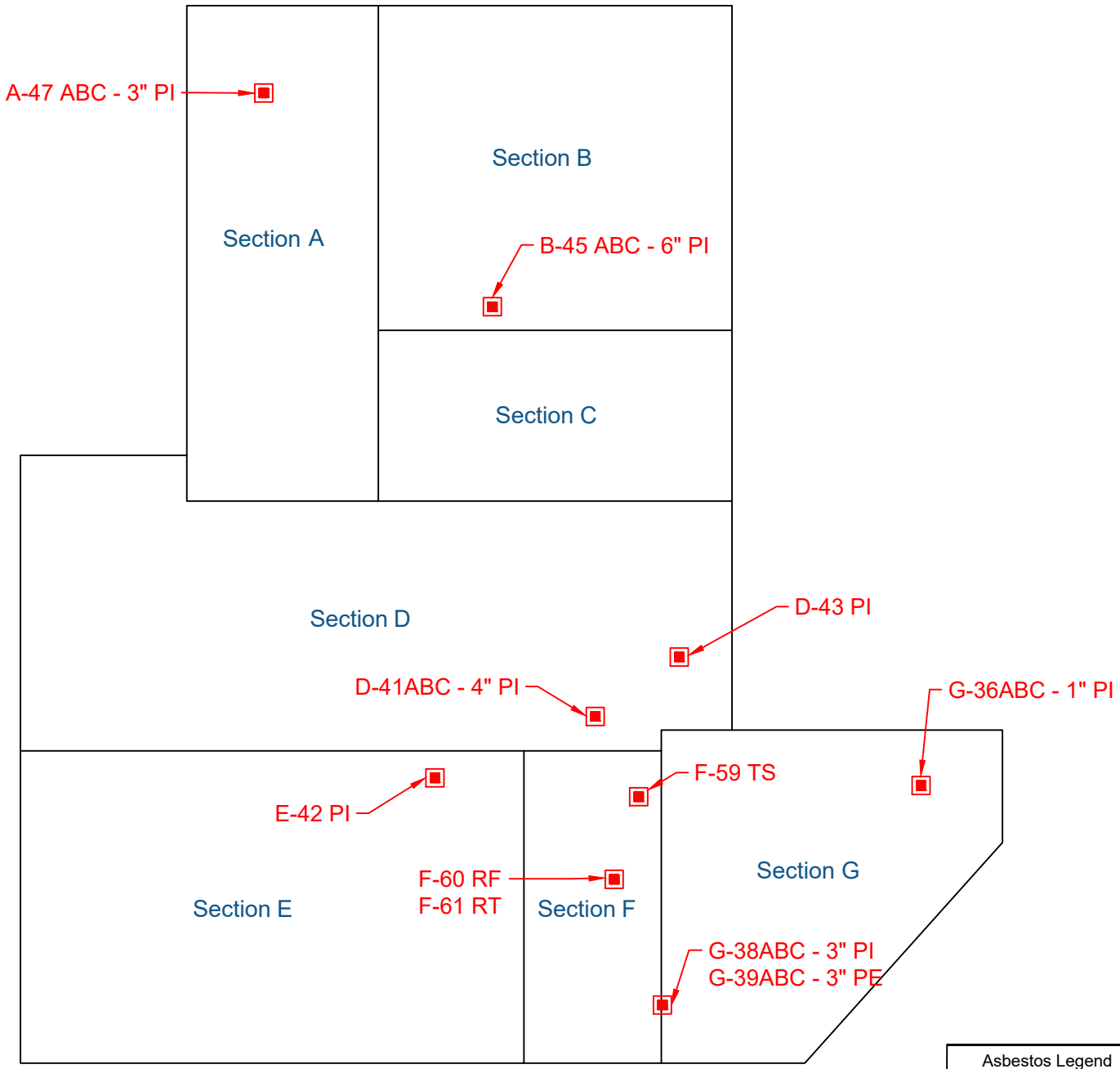
Eocene SM Environmental Group

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

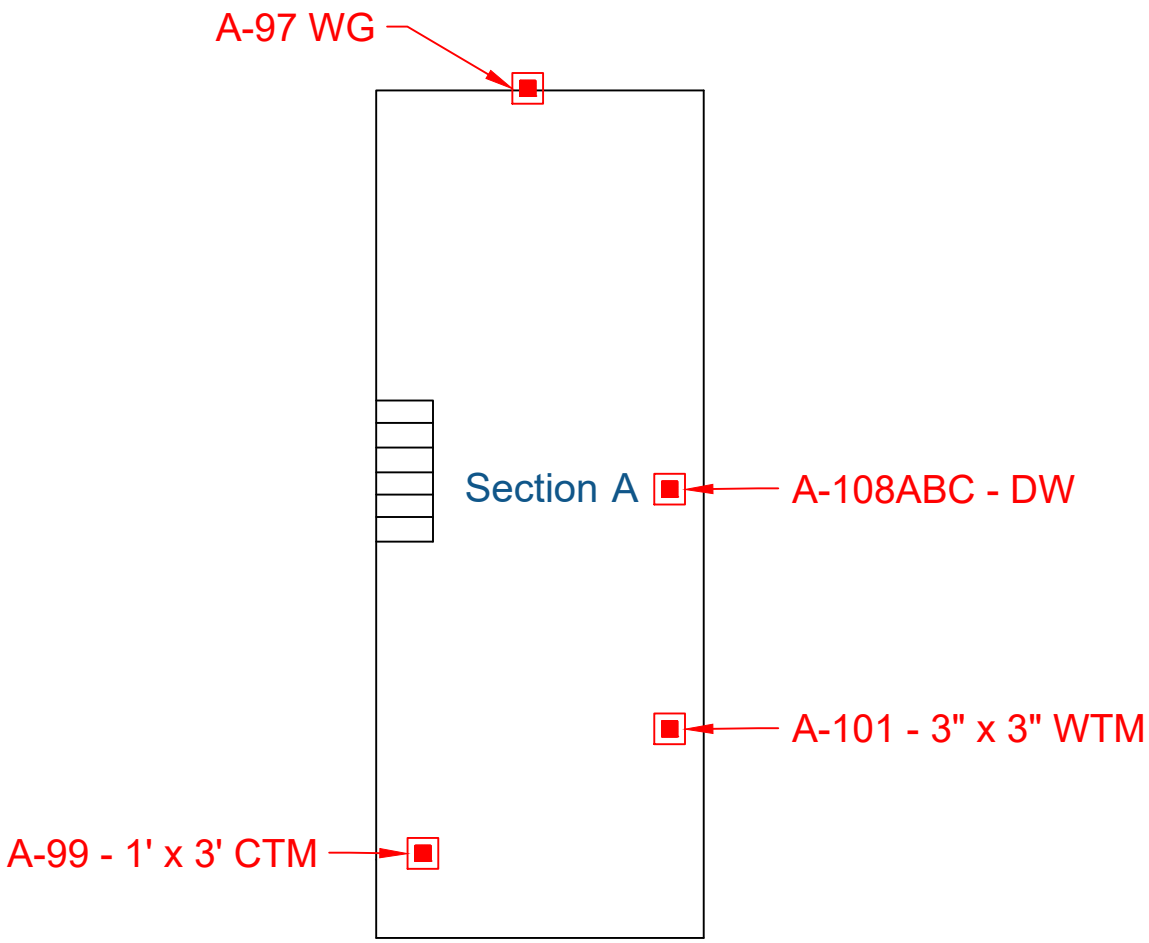
Eocene SM Environmental Group

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

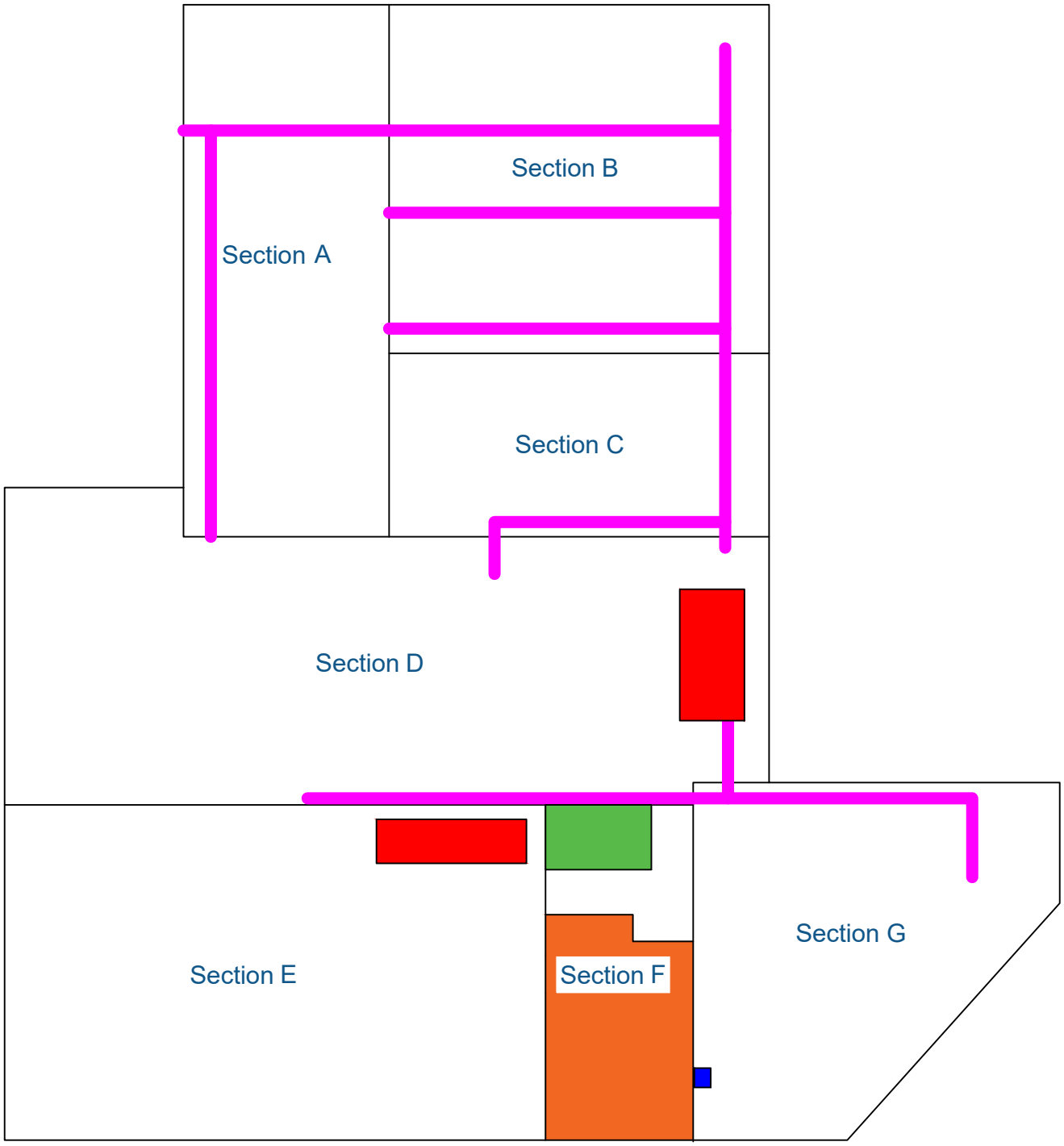
JOB DESCRIPTION:
ACM Inspection
54 Lane Street (Former Altstadt & Langlas Bakery)
Waterloo, Iowa

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

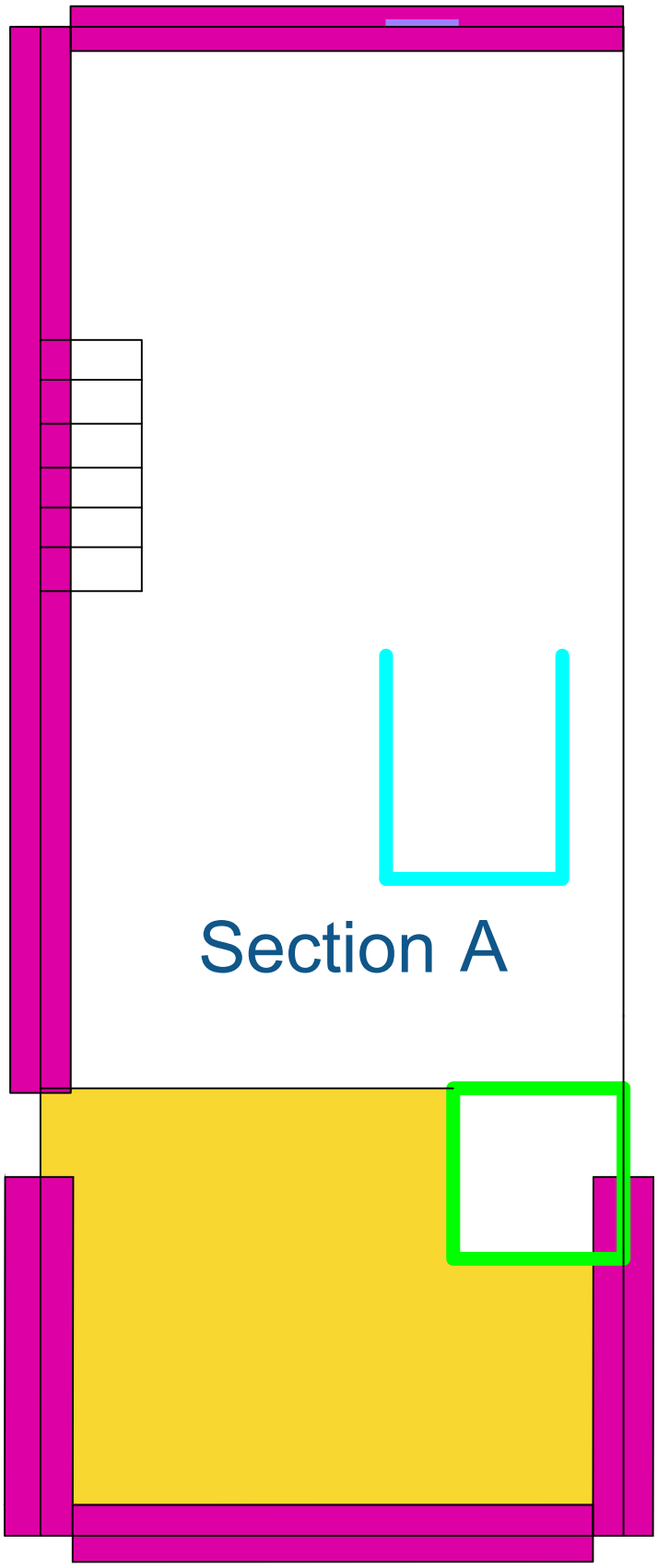
Eocene Environmental Group

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

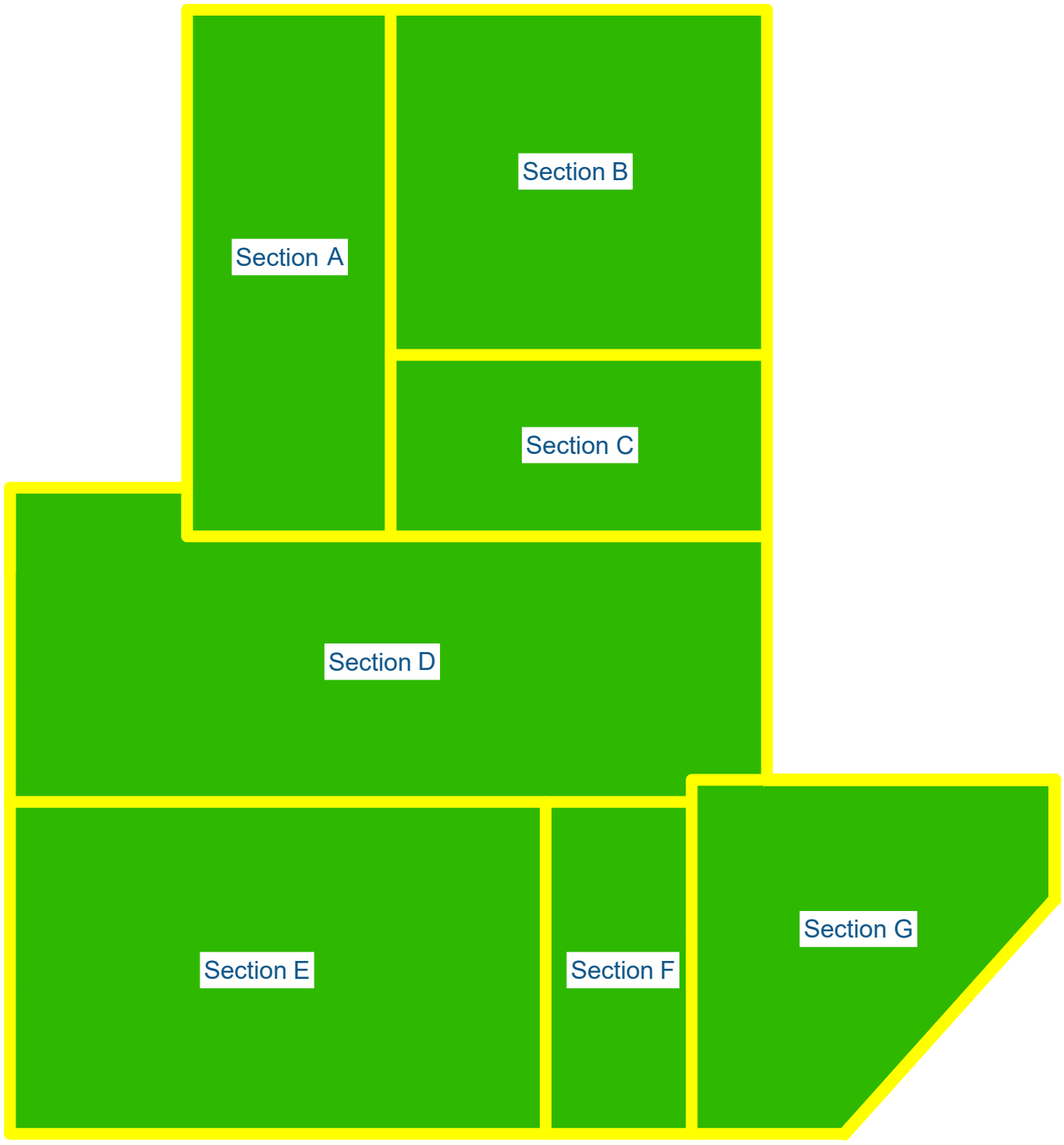
Eocene SM Environmental Group

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

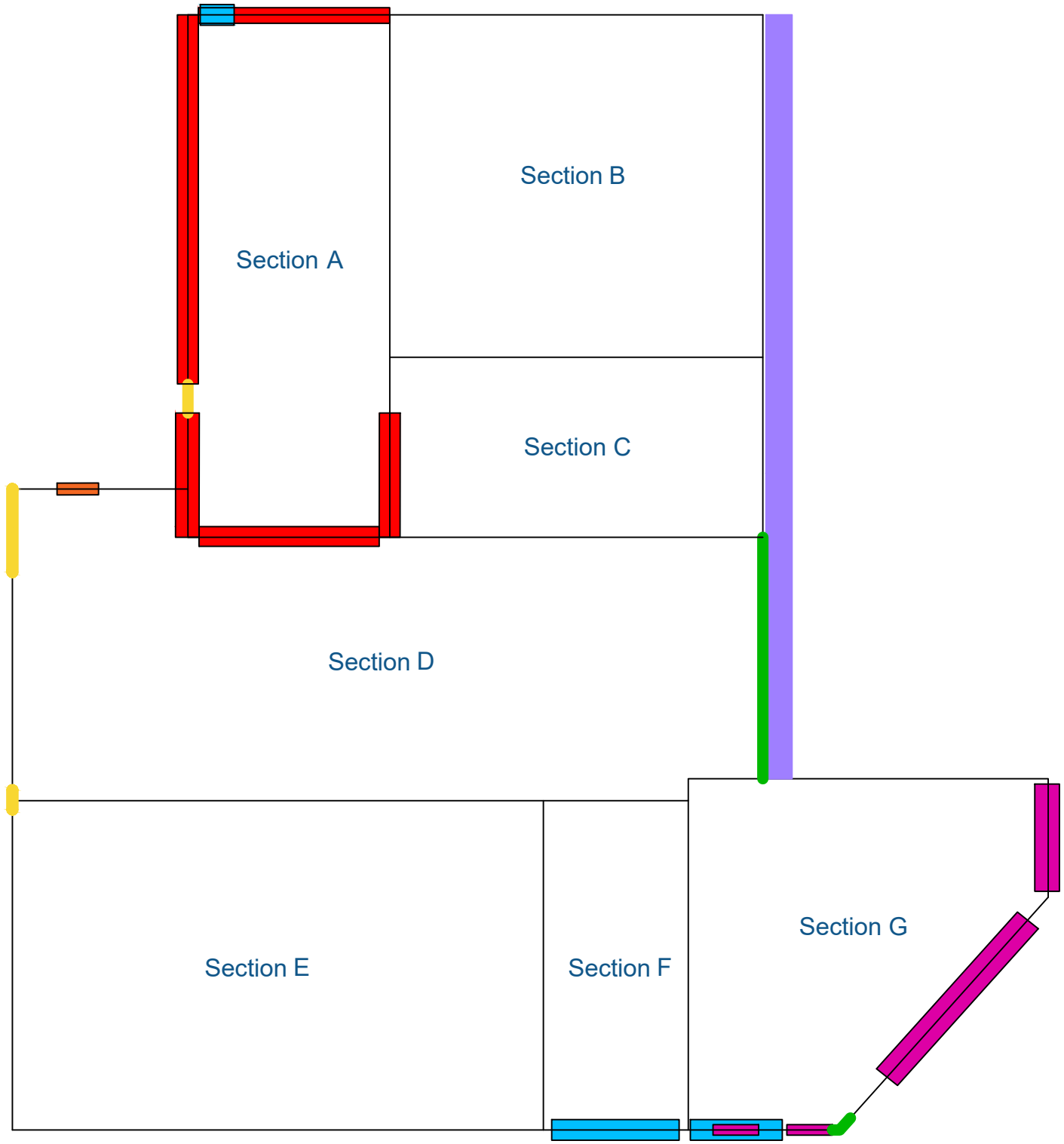
Eocene Environmental Group

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
	Window Caulk/Window

Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Positive Summary
54 Lane Street (Former Altstadt & Langlas Bakery)
Waterloo, Iowa

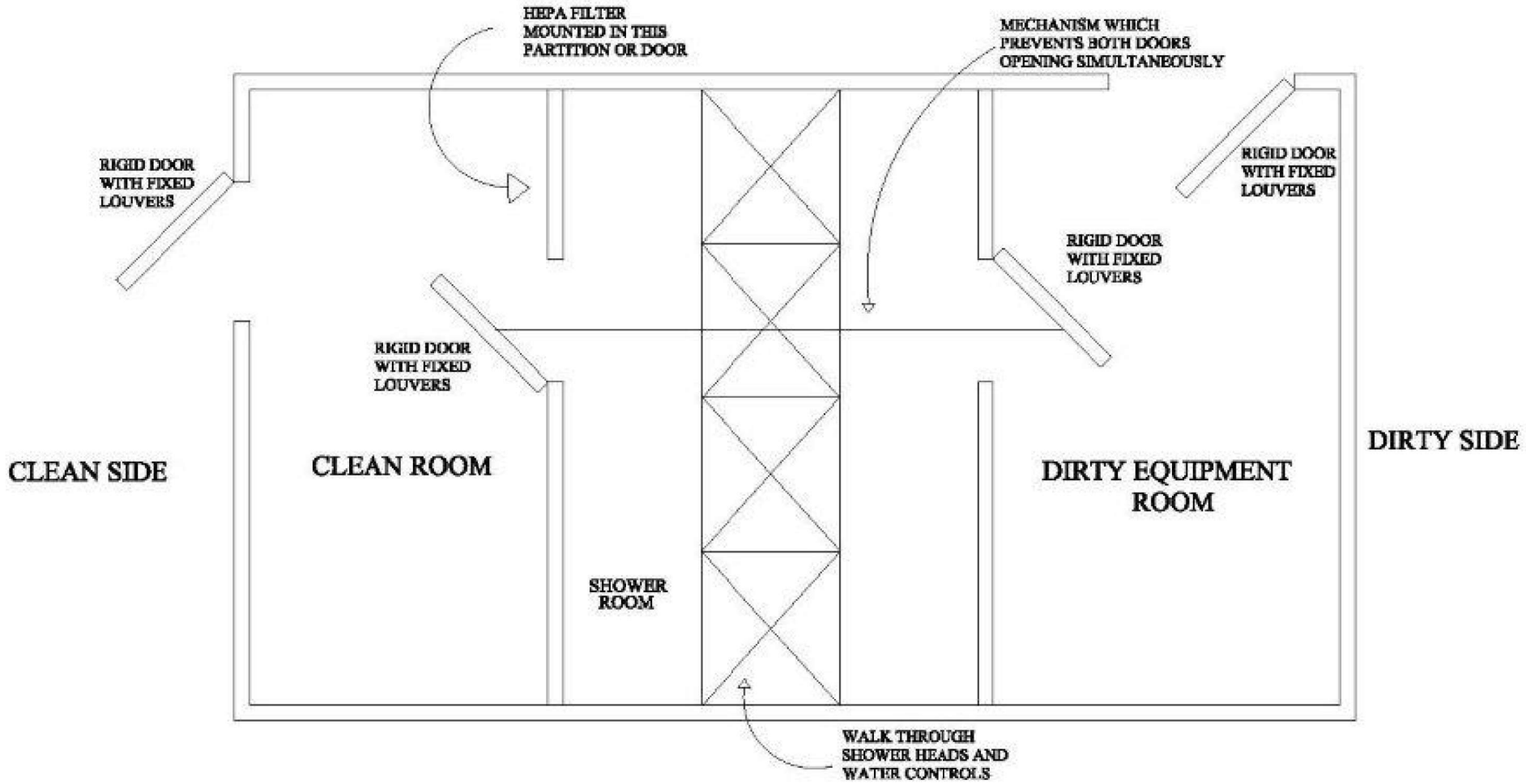
SHEET TITLE:
Property Map
Exterior

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.

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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

July 6, 2026

AGENDA ITEM TITLE

Request to approve the final selection of route and authorizing to acquire or condemn necessary property for right-of-way, permanent easements, and temporary easements related to the Katoski Drive/Huntington Road reconstruction, generally located east and south of 1350 Katoski Drive, extending to the west city limits line.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution to approve the final route selection and acquire or condemn necessary property for right-of-way, permanent easements, and temporary easements related to the Katoski Drive/Huntington Road reconstruction, generally located east and south of 1350 Katoski Drive, extending along Huntington Road to the west city limits line.

Attached is a resolution to be used for approval of this action.

NEIGHBORHOOD IMPACT

Construction of Waterloo United High School has begun and the roadway improvements are needed to handle additional traffic that will be created by the new high school.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Resolution of Approval

RESOLUTION NO. 2026-_____

RESOLUTION TO APPROVE CERTAIN ACTIONS WITH RESPECT TO THE KATOSKI ROAD/HUNTINGTON ROAD RECONSTRUCTION PROJECT, TO ESTABLISH THE AMOUNT OF JUST COMPENSATION FOR CERTAIN PROPERTY INTERESTS TO BE ACQUIRED FOR PROJECT PURPOSES, AND TO AUTHORIZE THE USE OF CONDEMNATION PROCEDURES FOR ACQUISITION OF SAID PROPERTY INTERESTS IN FURTHERANCE OF THE PROJECT OBJECTIVES.

WHEREAS, the City of Waterloo desires to undertake a project for the re-design and construction of Huntington Road ("Project");

WHEREAS, on June 1, 2026, the City Council of the City of Waterloo ("Council") set a date of public hearing on the proposed Project for July 6, 2026, and written notice of said hearing has been mailed as required by law to interested persons, including but not limited to the owners and record contract purchasers of "agricultural land" as defined by Iowa Code § 6A.21, and has been published in the manner required by law;

WHEREAS, the public hearing has been held and the Council has heard the testimony and evidence submitted by City planning staff and by members of the general public, and the Council desires to make a final selection of the Project site location, to authorize funding for the Project, and to acquire the property interests necessary for the Project, whether fee title, permanent easements or temporary easements;

WHEREEAS, the Council deems it appropriate to approve the proposed project, and finds that there is a reasonable expectation that the City of Waterloo will be able to achieve its public purpose, comply with all applicable standards, and obtain the necessary permits, all in connection with the Project;

WHEREAS, the City of Waterloo desires to proceed in accordance with law to acquire the property by entering into good faith negotiations for the purchase of the property, and in the event such good-faith efforts fail, by condemnation or eminent domain.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WATERLOO, IOWA, that the route or location and design of the Project as presented to the Council shall be and hereby are selected as the final Project route or location and design, that

public funding of the Project is hereby authorized, and that there is a reasonable expectation that the City of Waterloo will be able to achieve its public purpose, comply with all applicable standards, and obtain the necessary permits all in connection with the Project;

BE IT FURTHER RESOLVED that the City Council finds that the Project will constitute a public use, public purpose, or public improvement as contemplated by Iowa Code § 6A.22, that the acquisition of property is necessary to complete the Project, and accordingly, the use of condemnation or eminent domain to acquire the property interests, if necessary, is appropriate and authorized.

BE IT FURTHER RESOLVED that the offices of Community Planning and Development and the City Attorney are hereby authorized and directed to proceed with the acquisition of the property interests in the manner authorized by law, including but not limited to, appraising the property to be acquired, entering into good-faith negotiations for the acquisition of the property, and commencing condemnation or eminent domain proceedings as prescribed under Iowa Code Chapters 6A and 6B.

BE IT FURTHER RESOLVED that the Community Planning and Development Department is authorized to incur such incidental costs, relocation costs, management costs, and other costs as may be reasonably necessary or required by law in connection with the acquisition of the property interests, to assure payment of just compensation to property owners, and to assist in relocation and other expenses made necessary by the Project.

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
David Boesen, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bill Beck, Fire Chief
Fire Rescue Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving the FY2027 Ambulance Fee Schedule Increases.

RECOMMENDED COUNCIL ACTION

Approve and adopt the FY2027 Fee Schedule as proposed

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The proposed ambulance fee schedule changes are based on numerous factors to include maximum allowable insurance reimbursement, operating costs and alignment with other ambulance suppliers within Iowa and surrounding states.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Ambulance Fee Schedule FY27

Waterloo Fire Rescue
Proposed Ambulance Fee Schedule
FY2027

Service Provided	Code	FY26 Rate	Proposed FY27 Rate	% increase
TRANSPORT; PER MILE	A0425	$14.00	$20.00	43%
ALS 1; NON-EMERGENCY	A0426	$644.17	$1264.73	96%
ALS 1; EMERGENCY	A0427	$735.00	$1405.26	91%
BLS; NON-EMERGENCY	A0428	$387.00	$908.02	135%
BLS; EMERGENCY	A0429	$620.00	$1008.92	63%
ALS; LEVEL 2 EMERGENCY	A0433	$1,065.00	$1545.79	45%
SPECIALTY CARE TRANSPORT	A0434	$1258.00	$1509.01	20%
MUTUAL AID	A0999	$300.00	$300.00	0%
MORTUARY TRANSPORT	A0999	$14/MILE	$750.00	---
TREAT-NO TRANSPORT	A0998	$175.00	$245.00	40%
ASSIST PUBLIC-RECURRENT 1ST	A0999	$20.00	$20.00	0%
ASSIST PUBLIC-RECURRENT 2ND	A0999	$40.00	$40.00	0%
ASSIST PUBLIC-RECURRENT ALL ADDITIONAL.	A0999	$50.00	$50.00	0%
EVENT COVERAGE; SINGLE PROVIDER	A0999	$50.00/HR	$75.00/HR	50%
EVENT COVERAGE; TWO PROVIDERS	A0999	$75.00/HR	$100.00/HR	33%
EVENT COVERAGE; DEDICATED AMBULANCE	A0999	$100.00/HR	$200.00/HR	100%

Background:

Waterloo Fire Rescue has typically adjusted the fee schedule based on the annual published (confidential) Wellmark rates that come out each April. This was because commercial insurance typically has the highest reimbursement and I believe thoughts were that any amounts above this would

Commented [JH1]: This rate is based on the low and high recommendation of PCC Billing and is based on the low of $18/mile and High of $25/mile. These recommendations were based on CMS average submitted charges in CY2023 by surrounding states. With Iowa having the 3rd lowest of eight surrounding states.

Commented [JH2]: This increase is simply a 10% reduced rate from the ALS 1 Emergent Rate.

Commented [JH3]: This increase is based on the average reported charge in CY2023 for ALS Emergency by surrounding states. Missouri, Nebraska, Illinois, North Dakota and Minnesota. With Iowa having the lowest average for A0427. National average in CY2023 was $1318.53. It is also within the range suggested by PCC, Inc.

Commented [JH4]: This increase is simply based on a 10% reduction from the BLS Emergent rate.

Commented [JH5]: This increase is based on the average reported charge in CY2023 for BLS Emergency by surrounding states. Missouri, Nebraska, Illinois, North Dakota and Minnesota. With Iowa having the lowest average for A0429. National average in CY2023 was $983.42
This rate falls within the range recommended by PCC, Inc.

Commented [JH6]: This is simply a 10% increase over the ALS 1 Emergency rate.

Commented [JH7]: This rate matches the median of reported rates obtained from 16 ambulance services in Iowa, in addition to Medicare, Iowa Medicaid, Illinois Medicaid and Wellmark 2025 maximum allowable reimbursement rates for Specialty Care.

Commented [JH8]: This amount is would eliminate the mileage fee yet is less than the BLS Non Emergency. These are body transports only, usually to the IOSME and require only a single provider on a volunteer/OT basis.

Commented [JH9]: This rate was simply increased by 40%, in line with overall rate increases here yet still below the median rate for ALS No Transport Fees of $300.00 as reported in the 2025 rate survey.

Commented [JH10]: Fees for standby medical coverage for public and sporting events have not changed for several years. I cannot find a date for the last change but it has been at least since I took this position in 2017. So 9 going on 10 years.
In addition, covering events has become increasingly

simply add to the accepted loss (Bad Debt) incurred by contractual participation as an in-network provider for Medicare, Medicaid and other insurers. As well as the extremely poor reimbursement rate of the self-pay (no insurance) group.

However, since the introduction of the Ground Emergency Medical Transport (GEMT) program and its participation requirements resulting in annual cost reports, we now have a clearer picture of operational costs for each ambulance transport. This number has typically been around $1500.00.

Additionally, WFR has begun participating in annual rate surveys that are shared between 40 to 50 other participating ambulance suppliers operating in Iowa. This data shows that WFR is falling well short of the state average in all price points. Last year, PCC Ambulance Billing weighed in on behalf of all Iowa suppliers and made some fee schedule recommendations based on the Centers for Medicare and Medicaid (CMS) Average Submitted Charges in CY2023. That data is listed here, along with their recommended rates. This data shows what ambulance suppliers in Iowa and surrounding states were charging in CY2023.

	CMS Average Submitted Charge CY2023		
State	Mileage (A0425)	ALS Emergency (A0427)	BLS Emergency (A0429)
Ambulance	*$0.00*	*$0.00*	*$0.00*
Iowa	**$17.44**	**$959.26**	**$759.79**
Missouri	$16.45	$1,052.93	$830.70
South Dakota	$15.79	$1,123.92	$794.83
Nebraska	$20.08	$1,148.40	$785.99
Wyoming	$31.45	$1,573.02	$1,030.07
Illinois	$23.19	$1,621.41	$1,286.59
North Dakota	$21.68	$1,639.00	$1,246.05
Minnesota	$27.70	$2,062.05	$1,387.04
National Average	**$20.50**	**$1,318.53**	**$983.42**
PCC Recommended Rates			
Low	$18.00	$1,050.00	$850.00
High	$25.00	$1,600.00	$1,200.00

2026 Cost of living index rankings within these states shake out as below according to the World Population Review website.

1. Missouri: 89.0
2. Iowa: 89.7
3. South Dakota: 91.9
4. Nebraska: 92.6
5. Wyoming: 93.7
6. Minnesota: 94.6
7. Illinois: 94.7
8. Wisconsin: 97.7

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Rob Duncan, Chief of Police
Police Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving a School Resource Officer Agreement with the Waterloo Community School District to provide six School Resource Officers in the schools in the amount of $406,293.00 for FY 2027, $426,608.00 for FY 2028, $447,938.00 for FY29 and $470,335.00 for FY 2030, including funding for Officer training, and authorizing the Mayor and City Clerk 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. SRO contract 2026-2030 FINAL

SCHOOL RESOURCE OFFICERS' AGREEMENT

This Agreement is entered into this 1st day of July, 2023~~3~~6 by and between the Waterloo Community School District, whose address for purposes of this Agreement is 1516 Washington Street, Waterloo, Iowa, 50702 (hereinafter "School") and the City of Waterloo by and through its Police Department, whose address for purposes of this Agreement is 715 Mulberry Street, Waterloo, Iowa, 50703 (hereinafter "Police").

RECITALS

WHEREAS, School desires to provide positive role models for its students by having present uniformed Police School Resource Officers (SRO) to three (3) middle, two (2) high schools and one (1) at the District's alternative school; and

WHEREAS, School and Police endeavor to provide a cooperative effort in making accessible and responsive SRO to the schools, students, staff, and teachers; and

WHEREAS, Police desire to participate in this cooperative effort; and

WHEREAS, SRO can and will provide students with a positive alternative to substance abuse and/or gang activity through the introduction and presentation of the substance abuse and violence awareness program.

WHEREAS, the presence of SRO in School will allow the prevention and detection of delinquency among the students through the cooperative education and preventive measures of School and Police, with the efficacy of a productive learning atmosphere free of crime, violence, and substance abuse.

WHEREAS, prohibits the SROs from becoming involved in formal school discipline situations that are the responsibility of the school administrator.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

A. DEFINITION OF TERMS.

1. Parent: A natural or adoptive mother or father, but does not include a mother or father whose parental rights have been terminated.

2. Guardian: A person who is not a parent of a child, but who has been appointed by the court or juvenile court having jurisdiction over the child, to make important decisions which have a permanent effect on the life and development of that child, and to provide for the general welfare of the child.

3. Custodian: A step-parent or a relative within the fourth degree of consanguinity to a minor child who has assumed responsibility for that child, a person who has accepted a release of custody, or a person appointed by a court or juvenile court having jurisdiction over a child.

4. Child: A person under 18 years of age.

5. Taking into Custody: An act, which would be governed by the laws of arrest under the criminal code if the subject committing the act were an adult. The taking into custody of a child is subject to all constitutional and statutory protections, which are afforded an adult upon arrest.

6. Delinquent Act:

   a. The violation of any state law or local ordinance that would constitute a public offense if committed by an adult except any offense which by law is exempt from the jurisdiction of the Juvenile code.

   b. The violation of a federal law or a law of another state whose violation constitutes a criminal offense if the case involving that act has been referred to Juvenile Court.

B. DURATION

1. The term of this Agreement shall be for four (4)~~1~~ years.
   i. Year one (1): $406,293 for 2026-2027 school year
   ii. Year two (2): 5% increase from 2026-2027 school year
   iii. Year three (3): 5% increase from 2027-2028 school year
   iv. Year four (4): 5% increase from 2028-2029 school year

2. Cost Reviews and Staffing Reopeners: The costs of this Agreement may, at the written request of either party, be reviewed every year in order to reach a mutually acceptable agreement. Notwithstanding the foregoing, the School reserves the unilateral right to reopen this Agreement for negotiation in years three (3) and four (4) regarding staffing allocations and wage, in the event that changes in student enrollment alter the School's operational or staffing needs.

3. In the event School fails to receive funding for any year, School may exercise its option to terminate this Agreement by giving at least one hundred twenty (120) days written notice of that intent to the contact person in this Agreement.

C. ADMINISTRATIVE PROCEDURES

1. The Waterloo Police Department agrees to:

   a. Assign six (6) uniformed Police Officers to the Waterloo Police/Waterloo Community Schools/Police School Resource Officer Unit. A dedicated Sergeant appointed by the Chief of Police.

   b. Provide a police vehicle, uniforms, and related equipment and ensure that all SROs be carefully selected law enforcement officers who have received specialized SRO training in the use of police power and authority in a school environment. Waterloo Schools agree to pay up to $5000 for officer training.

   c. Pay overtime costs of School Resource Officers required to attend after-hour school functions at the school to which they are assigned, other than scheduled events such as: football, basketball, wrestling, baseball, dances, etc.

2. The Waterloo Community School District agrees to:

   a. Waterloo Community School District shall make two (2) payments totaling Three Hundred Twenty Three Thousand Four Hundred and Fifty Five Dollars. ($373,455.00) to the Waterloo Police Department. The first payment due on November 1 2023 and the second payment due on April 1 2024.

   b.a. Year one (1) of the contract provides Four Hundred and Six Thousand and Two Hundred and Ninety-Three ($406,293) dollars for the fiscal year, which shall begin on July 1, 2026 and end on June 30, 2027 of the following year. Waterloo Community School District shall make two (2) payments totaling Four Hundred and Six Thousand and Two Hundred and Ninety-Three ($406,293) dollars to the Waterloo Police Department. The first payment is due on November 1, 2026 and the second payment due April 1, 2027 of the year subsequent to November 1.

   Year two (2) of the contract provide Four Hundred and Twenty-Six Thousand and Six Hundred and Eight ($426,608) dollars for the fiscal year, which shall begin on July 1, 2027 and end on June 30, 2028 of the following year. Waterloo Community School District shall make two (2) payments totaling Four Hundred and Twenty-Six Thousand and Six Hundred and Eight ($426,608) dollars to the Waterloo Police

Department. The first payment is due on November 1, 2027 and the second payment due April 1, 2028 of the year subsequent to November 1.

Year three (3) of the contract provide Four Hundred and Forty-Seven Thousand and Nine Hundred and Thirty-Eight ($447,938) dollars for the fiscal year, which shall begin on July 1, 2028 and end on June 30, 2029 of the following year. Waterloo Community School District shall make two (2) payments totaling Four Hundred and Forty-Seven Thousand and Nine Hundred and Thirty-Eight ($447,938) dollars to the Waterloo Police Department. The first payment is due on November 1, 2028 and the second payment due April 1, 2029 of the year subsequent to November 1.

Year four (4) of the contract provide Four Hundred and Seventy Thousand and Three Hundred and Thirty-Five ($470,335) dollars for the fiscal year, which shall begin on July 1, 2029 and end on June 30, 2030 of the following year. Waterloo Community School District shall make two (2) payments totaling Four Hundred and Seventy Thousand and Three Hundred and Thirty-Five ($470,335) dollars to the Waterloo Police Department. The first payment is due on November 1, 2029 and the second payment due April 1, 2030 of the year subsequent to November 1.

~~c.~~b. Provide the School Resource Officer with accessible office space, and basic office furnishings including a telephone, desk top and any other necessary school materials. The School Resource Officer's designated office space must be constructed and maintained to ensure total confidentiality and security. This environment must be physically and visually shielded to prevent unauthorized access, disclosure, or observation of sensitive information and privileged communications.

~~d.~~c. Provide all drug awareness instructional and hand out materials at each of the three middle schools. Provide appropriate curriculum instructional materials to be used in the Waterloo Community Schools.

~~e.~~d. Arrange for and pay off-duty police officers that are requested for after-hour school activities (football, baseball, basketball, wrestling, dances, etc.) at the officer's current time

and a half rate of pay with a two (2) hour minimum. These events will be filled with officers assigned from the SRO unit unless other arrangements are made through the SRO supervisor. The Waterloo Community Schools will be billed directly for these events by the Waterloo Police Department once a month, at the officer's current time and a half rate of pay.

~~f.~~e. For major events defined as Homecoming dance, Prom dance, and Winter Formal, the SRO assigned to the school holding the event will be directed to work said event, unless other arrangements are made through the SRO supervisor. For these specific events, the SRO and any additional off-duty officers will be compensated at the officer's time-and-a-half rate of pay. The Waterloo Community Schools will be billed directly for these events by the Waterloo Police Department once a month, at the officer's current time and a half rate of pay.

~~g.~~f. We (Waterloo Schools) agree to provide de-escalation training to the appropriate employees, including Administrators. Additionally, we will provide and pay for SROs to be part of this same training to increase awareness of the protocol administrators will use.

~~h.~~g. The Waterloo Community School District will pay at the current officer's time of one and a half rate of pay for each school related phone call/conversation held after normal working hours of the SRO or SRO Supervisor. This will start at a half hour (0.5) minimum up to and including any additional time to address/handle the incident/emergency. Each SRO and the SRO supervisor will allow the Waterloo Community School District to have and use their (SRO's) work cell phone number for the purpose of communication for school related business.

3. The Waterloo Community School District and the Police Department agree that the School Resource Officers shall be selected from volunteer police applicants through a formal interview process. The formal interview panel shall include school staff, police personnel, and community persons.

4. The contact person for School shall be the Executive Director of Student and At-Risk Services, 1516 Washington Street, Waterloo, IA 50702, (319) 433-1801.

The contact person for Police shall be the SRO Supervisor, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4340.

5. The School Resource Officer's area of concern has to do with public law and its application. The School Resource Officers are not responsible for enforcement of school policies. The School Resource Officer is to act as a member of the school's team and report infractions of school policy to appropriate school personnel.

CITY OF WATERLOO, IOWA
POLICE DEPARTMENT

By:_____
David Boesen, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

On this _____ day of _____, 2026~~3~~, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council as contained in the Resolution adopted by the City Council, under Council Acton No. _____ of the City Council on the _____ day of _____, 202~~4~~3, and that David Boesen and Kelley Felchle acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

WATERLOO COMMUNITY SCHOOL DISTRICT

By: _____
Astor Williams ~~Sue Flynn~~
School Board President

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

This instrument was acknowledged before me on this _____ day of _____, 2026~~3~~, by Astor Williams ~~Sue Flynn~~, as School Board President, for the Waterloo Community School District.

_____
Notary Public in and for the State of Iowa

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	July 6, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with Main Street Waterloo, in the amount of $66,000.00, for Fiscal Year 2027, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Main Street Waterloo has been funded by the City of Waterloo in recent years through a professional services agreement. The proposed agreement for Fiscal Year 2027 is effectively the same as the agreement approved last year.

NEIGHBORHOOD IMPACT

When the Main Street Program was started in the City of Waterloo, there was a Self Supported Municipal Improvement District (SSMID) which paid for Main Street's annual contract. The SSMID was discontinued a number of years back. To keep the Main Street Program going in Downtown Waterloo, the City of Waterloo started to pay an annual amount of $40,000 for the program under a services contract. In past years Main Street had also requested and were approved for an additional $10,000 that was paid out of Hotel/Motel Tax discretionary fund. The last several years it was requested and approved to fund the program at $66,000, and the reference to an additional payment of $10,000 from Hotel/Motel Tax discretionary fund wording was removed from the agreement. Although Main Street Waterloo would still potentially be eligible to apply for grants under the Hotel/Motel Tax discretionary fund.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Downtown TIF and bond funds.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Main Street Waterloo FY27 Contract

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of June, 2026, by and between Main Street Waterloo, whose address for the purposes of this agreement shall be 512 Mulberry Street, Waterloo, Iowa 50703 (referred to as the "Client"), and the City of Waterloo (referred to as the "City").

WHEREAS, City desires to engage the services of Client to furnish technical and professional assistance in connection with the redevelopment of downtown Waterloo and including, but not limited to, implementing the "Downtown Urban Renewal Plan"; and the Client has indicated its willingness to provide such technical and professional services to the City.

NOW, THEREFORE, the parties mutually agree as follows:

A. Scope of Client Services

The Client agrees to perform in a good professional manner the "services outlined in Attachment "A"; a copy of which is attached and made a part of this Agreement.

B. Materials to be Provided by the City

In the event that any information, data, reports, records and maps exist, are available to the City, and may be useful for Client's carrying out the services of the Agreement, these materials shall be promptly furnished to the Client without its cost or expense.

C. Meetings and Reports

Upon reasonable notice, the client agrees to attend a reasonable number of meetings with the City of Waterloo, and staff during the life of the Agreement. In addition, the Client will produce reports, studies and memorandums in connection with carrying out the services outlined in the Agreement with the City.

D. Subcontractors

Client may elect to use subcontractors to perform certain portions of the services. Client shall remain responsible for all services.

E. Changes

Any changes in this Agreement, including Scope of client Services and any modification of the amount of compensation, shall be first mutually agreed upon by City and Client and incorporated into a written amendment.

F. Compensation and Payment Method

For services to be rendered under this Agreement, the City shall pay Client's fee of $66,000 during the City's Fiscal year 2027, , which commences July 1, 2026 and runs through June 30, 2027. Payments shall be made on or by July 31 in the amount of $33,000 and by Jan 31 in the amount of $33,000 of the respective year(s) in which said payment is due upon presentation of an invoice by client.

G. Time of Performance and Delays beyond Client's Control

The services of the Client shall begin upon receipt of an executed copy of this Agreement, and shall, except for causes beyond Client's control, be completed in a timely manner. The completion of services by client shall be contingent, among other things, upon the timely receipt from the City, data and reports described in Paragraph B above. Further, the Client shall not be in default by reason of any failure in terms, if such failure arises out of reasonable causes beyond the control and without the fault or, negligence of the Client. Such causes may include, but are not limited to, acts of government in its sovereign capacity, fires, floods, epidemics, strikes and unusually severe weather. This agreement shall begin upon receipt of an executed copy of this Agreement, and shall terminate June 30, 2027

H. Non-discrimination

Client agrees not to discriminate by reason of age, race, religion, color, sex, natural origin, or handicap unrelated to the duties of a position of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

I. Extra Work

If requested and authorized in writing by the City and approved by Client, Client will be available to furnish or obtain from others extra work and be compensated for said work beyond the lump sum amount fixed in Paragraph F above. Extra work can be work of the following type:

1. Extra Work, including, but not limited to changes in size, complexity, or character of the work items.

2. Additional or extended services including study administration due to:

    a) the prolongation of the Agreement time through no fault of Client
    b) the acceleration of work schedule involving services beyond normal working hours; or
    c) nondelivery of any materials, data or other information to be furnished by the City or others not within the control of Client

3. Other additional services requested and authorized by the City which are not otherwise provided for under this Agreement. The fee for any extra work shall be mutually determined by the City and the client and incorporated in written signed amendment to the Agreement, approved by Main Street Waterloo and the Waterloo City Council.

J. Notices

All notices, communication and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth in the first paragraph hereto. The date of mailing shall be deemed the date of service. Either party may change the address for notice by the aforesaid procedure.

K. Entire Agreement

This agreement and the matter expressly referred to herein constitute the entire Agreement between the parties. No representations, warranties, undertakings or promises have been made by either, party hereto unless expressly stated herein. All amendments hereto, if any, shall be in writing and executed by the parties.

IN WITNESS WHEREOF, Client and City have executed and delivered this Agreement all on the date first above written.

CLIENT
MAIN STREET WATERLOO

By: _____
President

Witness: _____

Date: 6-10-2026

CITY
CITY OF WATERLOO

By: _____
David Boesen, Mayor

Witness: _____

Date: _____

ATTACHMENT "A"

Scope of Client Services

A. Implement the Main Street Waterloo Program using the Four Point approach.

B. Participate in events in the Downtown area. Attend quarterly meetings with Planning Staff and provide an annual report of those events to the City Council including attendance and the economic impact of those events to the City.

C. Make regular business contacts during the period of this contract with a goal of 100 or more meetings. These contacts may include property owners, developers, or business owners etc. Provide a report of these contacts on the quarterly report to the City.

D. Work with the City on downtown development projects during this contract period. This may include rehabilitation, new construction, or major façade improvements etc. (sign replacements are excluded). Provide a report of these projects on the quarterly report to the City.

E. Track the capital investment made in the downtown each year. Provide a calculation on the increased taxable value and the number of new businesses and employees added or lost each year. Provide a report of this information on the quarterly report to the City.

F. Devise and implement a retail and commercial marketing program in conjunction with existing and proposed downtown property owners and developers. Provide an annual report of this activity to the City.

G. Coordinate the efforts of numerous Government agencies and Government programs downtown. Provide an annual report of this activity to the City.

H. Develop a program of economic development including the conversion of upper floors for housing and offices. Provide an annual report of this activity to the City.

I. Advise and assist with the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan. Provide an annual report of this activity to the City.

J. Advise, assist, and implement if appropriate, project coordination, information gathering, and sharing of information for emergency funding revenue, programs, etc., associated with State IEDA, Federal disaster funds, or similar funding sources.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	July 6, 2026

AGENDA ITEM TITLE

Resolution accepting and approving an Acquisition Contract, and approving a Deed to Convey Real Property, to the City of Waterloo, for partial property acquisition and Temporary Easement Agreement with D and C Management, LC, in the amount of $18,000.00 for property located at 2133-2159 Fairway Lane, in conjunction with the Fairway Lane Reconstruction Project, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution accepting and approving an acquisition contract, and approving a deed to convey real property, to the City of Waterloo, for partial property acquisition and temporary easement agreement with D and C Management, LC, in the amount of $18,000.00 for property located at 2133-2159 Fairway Lane, in conjunction with the Fairway Lane Reconstruction Project, and authorizing the Mayor and City Clerk to execute said document.

Fairway Lane is a private street that serves 254-256 Upland Drive, 2265-2267 Fairway Lane, 2130 Casper Avenue, 2133-2159 Fairway Lane, and 2221 Fairway Lane. The City acquired a dilapidated nursing home that was located at 310 Upland Drive in March 2024 and began demolition in December of that year. The structure has been demolished, and the plan is to create a new subdivision for single-family housing. Fairway Lane will be completely reconstructed and dedicated as a public street to serve a new subdivision that will have access from the reconstructed road, a new street and Upland Drive.

NEIGHBORHOOD IMPACT

Demolishing the former nursing home removed a blighted structure, and the proposed subdivision is an infill development site, which has a limited amount of utility extensions. Infill development is a smart growth principle which focuses on building on underutilized sites, such as a vacant parcel like this, which maximizes the use of existing infrastructure in the area. New water mains, storm sewers and sanitary sewers will be built within Fairway Lane and the other new streets in the subdivision, but homes along Upland Drive will utilize existing utilities. This subdivision was developed in the 1960s and 1970s, and the new houses that will be constructed will strengthen property values in this area, and will be highly visible from Highway 63.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

American Rescue Plan Act funds.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

The East 60 feet of the West 135 feet of the North 229 feet of the South 458 feet of Lot No. 23, Park View Gardens, in the City of Waterloo, Black Hawk County, State of Iowa.
Survey area being subject to an easement for a private road recorded in Easement Book 1, Page 63, of the Records of Black Hawk County.

ATTACHMENTS

1. Acquisition Contract
2. Temporary Easement Agreement

ACQUISITION CONTRACT

This **ACQUISITION CONTRACT** (the "Contract") is entered into as of _____ by and between D and C Management ("Seller") and the City of Waterloo, Iowa ("Buyer").

1. Seller agrees to sell to Buyer, and Buyer agrees to buy, the following real estate and/or easement interests (the "Property"), described as: See Exhibit "A" attached hereto, City of Waterloo, State of Iowa, which includes the improvements and other fixtures thereon. 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 of the Property is the essence of this Contract, and Buyer may enter and assume full use and enjoyment of the premises per the terms of this Contract. Seller grants Buyer the immediate right to enter the Property for the purpose of gathering survey and soil data. 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. The Purchase Price shall be $18,000.00. The Purchase Price shall be due and payable in full at closing, to be delivered to the Seller upon performance of Seller's obligations and satisfaction of the Buyer's contingencies, if any.

4. 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. Seller warrants that there are no tenants on the Property holding under a lease or otherwise in possession.

6. This Contract shall apply to and bind the legal successors in interest of the Seller, and 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, and agrees to warrant merchantable title.

7. Buyer, at its own expense will obtain 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. Buyer 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 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. 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. This Contract shall become effective only upon acceptance and approval of the Contract by the City Council of the City of Waterloo.

10. 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.

CITY OF WATERLOO, IOWA

By: _____
Dave Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

D AND C MANAGEMENT, LLC

_____
Signature

Dave Follen
Name

Owner
Title

EXHIBIT A

The East 60 feet of the West 135 feet of the North 229 feet of the South 458 feet of Lot No. 23,Park View Gardens, in the City of Waterloo, Black Hawk County, State of Iowa

The Acquisition Plat, dated February. 16, 2026, appended hereto, which illustrates and describes the Property, shall be considered a part of this Exhibit A.

EXHIBIT "A" CONTINUED

Index Legend	
Location Description:	Lot 23, Park View Gardens Waterloo, Iowa
Requestor:	City of Waterloo
Proprietor:	D & C Management, LLC
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 (319) 291-4312

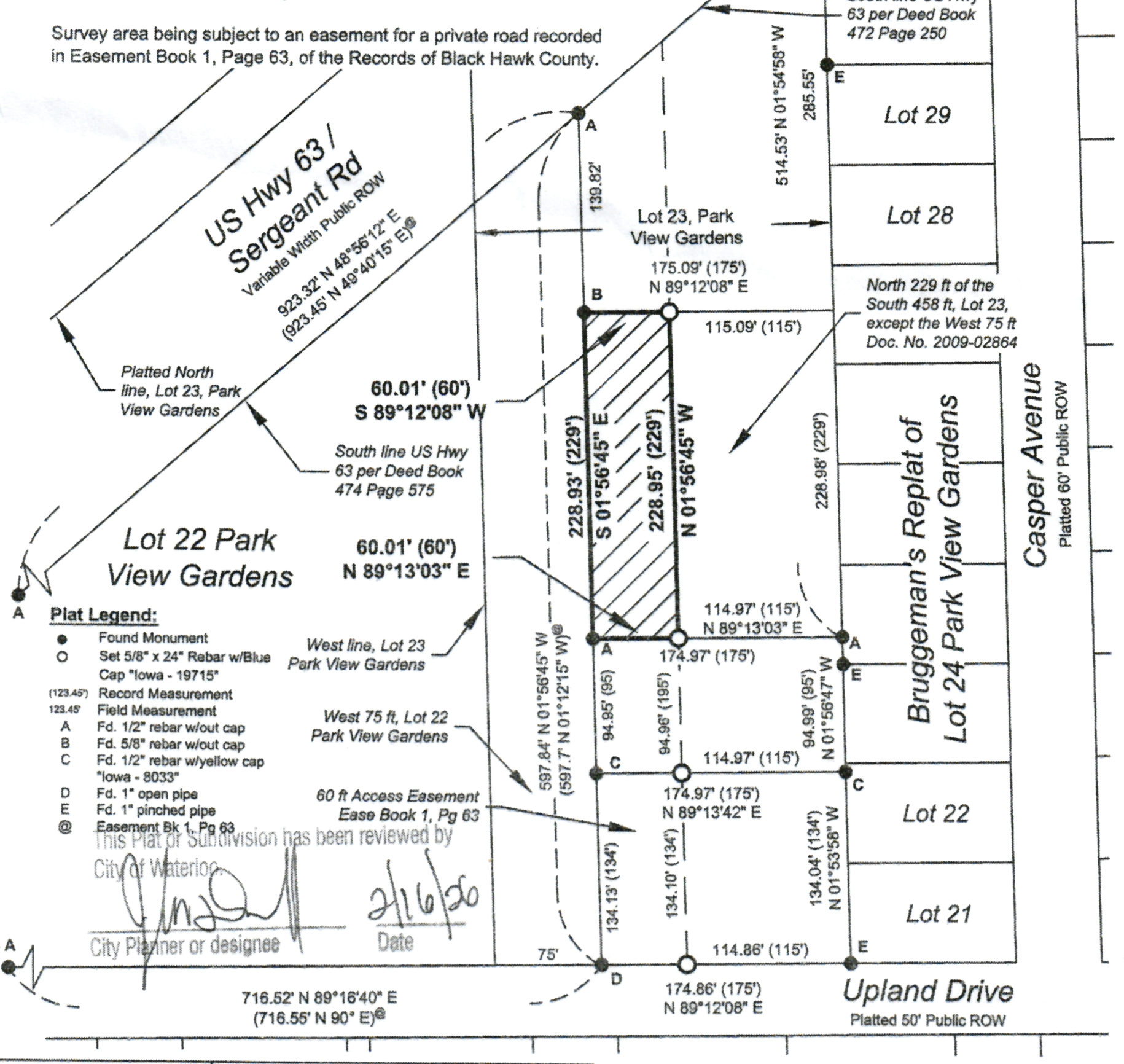
Acquisition Plat

Part of Lot 23, Park View Gardens, City of Waterloo, Black Hawk County, Iowa

Legal Description:

The East 60 feet of the West 135 feet of the North 229 feet of the South 458 feet of Lot No. 23, Park View Gardens, in the City of Waterloo, Black Hawk County, State of Iowa.

Survey area being subject to an easement for a private road recorded in Easement Book 1, Page 63, of the Records of Black Hawk County.



Plat Legend:

●	Found Monument
O	Set 5/8" x 24" Rebar w/Blue Cap "Iowa - 19715"
(123.45')	Record Measurement
123.45'	Field Measurement
A	Fd. 1/2" rebar w/out cap
B	Fd. 5/8" rebar w/out cap
C	Fd. 1/2" rebar w/yellow cap "Iowa - 8033"
D	Fd. 1" open pipe
E	Fd. 1" pinched pipe
@	Easement Bk 1, Pg 63

This Plat or Subdivision has been reviewed by City of Waterloo.

City Planner or designee — Date 2/16/26

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 — 2/16/2026

William W. Castle, PLS Date
License Number 19715
My License Renewal Date is December 31, 2027.
Pages or sheets covered by this seal : 1/1

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. Parcel area: 13,737 SF (0.315 Acres)

0 50 100
Scale: 1 inch = 100 feet

N

City of Waterloo Engineering Department
715 Mulberry Street, Waterloo, Iowa 50703
Phone: (319) 291-4312 Fax: (319) 291-4262

Drawn By: WWC Scale: 1" = 100'
Field Work Date: 7-31-2025
Date Drawn: 2-16-2026

Sheet No. 1 of 1

Prepared by Tim Andera, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 Phone (319) 291-4366

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into as of _____, 2026 by and between the City of Waterloo, Iowa ("Grantee") and D and C Management, LLC ("Grantor").

1. **Grant of Temporary Easement.** 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, and Grantee does hereby accept, a temporary easement for purposes relating to construction of the Improvements (the "**Temporary Easement**") in, to, upon, over, across, and beneath the real estate (the "**Temporary Easement Premises**") as set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

2. **Purpose.** The Temporary Easement Premises is intended for use by Grantee, its employees, contractors and agents, to reconstruct Fairway Lane, utility improvements, grading and seeding (the "**Improvements**"). Following completion of Grantee's work in the Premises, Grantee shall restore the Premises to its condition prior to the commencement of construction work, including but not limited to reseeding any grassed areas disturbed by construction activities, and Grantor shall be responsible for watering any reseeded areas. It is the intention of the parties that Grantee shall assume all responsibility for the construction of the Improvements adjacent to the Premises, and that Grantor shall have no liability relating to the Easement or the Improvements except as may arise from the Grantor's own negligent acts or omissions or willful misconduct. The Agreement will be in place until the acceptance of the project. Temporary Easement would expire July 1, 2027.

3. **Grantor Duties and Privileges.** Grantor shall deliver possession of the Temporary Easement Premises to Grantee, "as is, where is", without any representation or warranty as to the condition of same. Grantor shall have no duty to prepare the Temporary Easement Premises in any way for Grantee's use. Following transfer of possession of the Temporary Easement Premises, Grantor shall have no further duty or obligation with respect to same, except as set forth herein. Grantor may mow or care for grasses and vegetation growing in the Temporary Easement Premises during the period of this Agreement but may not conduct other activities upon the Temporary Easement Premises without the prior written consent of Grantee. Grantor agrees that any activities that Grantor, its officers, employees, contractors or agents undertake on the Temporary Easement Premises during the term hereof shall be at their sole risk, and Grantor hereby agrees to indemnify Grantee, its officials, officers, employees, contractors and agents,

with respect to any and all claims for injuries, death, property damage, property loss or otherwise, arising from the acts or omissions of Grantor, its officers, employees, contractors or agents, on or about the Temporary Easement Premises during the term of this Agreement.

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

D AND C MANAGEMENT, LLC

By: Dave Folkon Dc management

Printed Name: Dave Folkon

Title: Owner

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

Index Legend	
Location Description:	Lot 23, Park View Gardens Waterloo, Iowa
Requestor:	City of Waterloo
Proprietor:	D & C Management, LLC
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 (319) 291-4312

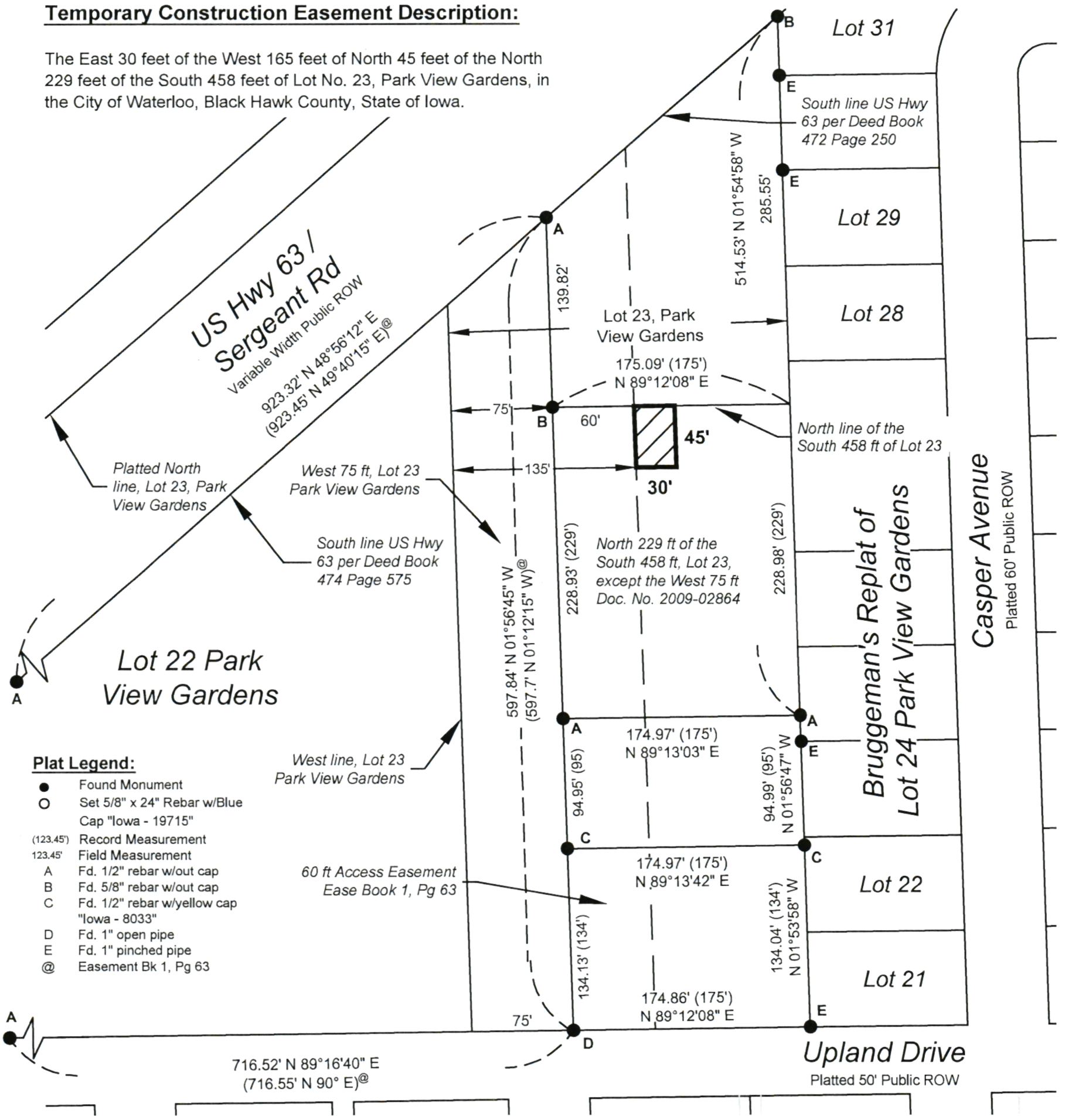
Exhibit "A"

Temporary Construction Easement Plat

Part of Lot 23, Park View Gardens, City of Waterloo, Black Hawk County, Iowa

Temporary Construction Easement Description:

The East 30 feet of the West 165 feet of North 45 feet of the North 229 feet of the South 458 feet of Lot No. 23, Park View Gardens, in the City of Waterloo, Black Hawk County, State of Iowa.



Plat Legend:

●	Found Monument
O	Set 5/8" x 24" Rebar w/Blue Cap "Iowa - 19715"
(123.45')	Record Measurement
123.45'	Field Measurement
A	Fd. 1/2" rebar w/out cap
B	Fd. 5/8" rebar w/out cap
C	Fd. 1/2" rebar w/yellow cap "Iowa - 8033"
D	Fd. 1" open pipe
E	Fd. 1" pinched pipe
@	Easement Bk 1, Pg 63

I hereby certify that this surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

William W. Castle, PLS **Date**
License Number 19715
My License Renewal Date is December 31, 2027.
Pages or sheets covered by this seal : _____

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.
3. Parcel area: 1350 SF.

0 50 100
Scale: 1 inch = 100 feet

City of Waterloo Engineering Department
715 Mulberry Street, Waterloo, Iowa 50703
Phone: (319) 291-4312 Fax: (319) 291-4262

Drawn By: WWC Scale: 1" = 100'
Field Work Date: 7-31-2025
Date Drawn: 3-24-2026

Sheet No. 1 of 1

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	July 6, 2026

AGENDA ITEM TITLE

Resolution approving a Project Funding Agreement, in an amount not to exceed $1,770.00, with Rodger Reiseck for replacement fencing at 714 W. 2nd Street, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo owns the property at 718 W 2nd Street and recently had the home demolished, and removed fencing on the City property. As part of said fence removal, a portion of fencing owned and maintained by Mr. Reiseck, the owner of the abutting property at 714 W 2nd Street had to also be removed. A portion of the property line between the two properties had double fencing, with one side being the City's fence, and the other side being Mr. Reiseck's fence. The plan was to remove just the City's fencing, which was in very poor condition, and leave Mr. Reiseck's fencing, but the fences were connected to each other in a manner that made it impossible for the contractor to remove one fence without removing the other. Staff has proposed that Mr. Reiseck replace the removed fence sections and that the City reimburse him for the costs to replace said fencing. Mr. Reiseck has obtained two estimates from fencing contractors and is proposing to move forward with the contractor that provided the lower estimate. The attached agreement would provide for the City to reimburse Mr. Reiseck upon completion of the fencing project and confirmation of payment to the fencing contractor, for an amount up to $1,770, which was the amount of the lower estimate.

NEIGHBORHOOD IMPACT

Demolition of the blighted house will have a positive impact on the neighborhood, as will replacement of the missing fence sections.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

The property owner will pay the selected contractor for the work, and then be reimbursed by the City from Nuisance Abatement funds.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Project Funding Agreement - Rodger Reiseck 714 W 2nd signed
2. Estimate 1 Fence Replacement Rodger Reiseck 714 W 2nd St
3. Estimate 2 Fence Replacement_Rodger Reiseck_714 W 2nd St
4. Pre-demo pic 1 of 718 W 2nd and fencing
5. Pre-demo pic 2 of 718 and 714 W 2nd fencing
6. Post-demo pic

PROJECT FUNDING AGREEMENT

This Project Funding Agreement (the "Agreement") is entered into as of _____, 2026 by and between Rodger Reiseck ("Owner") and City of Waterloo, Iowa ("City").

WHEREAS, Owner is the owner of the real property at 714 W 2nd Street that is legally described as: Lot 5 of Block 11 of Leavitt's Addition, City of Waterloo (the "Property").

WHEREAS, City is the owner of abutting property at 718 W 2nd Street and demolished the home and removed fencing on said property, and as part of said removal, a portion of fencing owned and maintained by Owner had to also be removed.

WHEREAS, City agrees to reimburse Owner for the costs to replace said fencing, 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. OWNER RESPONSIBILITY. Owner has obtained estimates from fencing contractors to complete construction of the replacement fencing. Owner agrees to proceed with selecting a fencing contractor, authorizing a fencing contractor to complete the work for the replacement fencing, and pay all sums due and owed to the fencing contractor in a timely manner (collectively the "Project"). Owner agrees that they will have all responsibility for the Project and for all payments for the Project, and that the fencing contractor shall have no contractual relationship with the City. Upon completion of the Project, Owner shall request, in writing, reimbursement payment from the City as provided in Section 2 below.

2. CITY RESPONSIBILITY. Upon confirmation of completion of Project and payment for such, City agrees to issue a reimbursement payment to Owner up to $1,770.

3. 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.

Owner: Rodger Reiseck
714 W 2nd St.
Waterloo, IA 50701

City: City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
Attn: Community Planning & Development Director

4. MISCELLANEIOUS 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. 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. 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.

IN WITNESS WHEREOF, the parties have entered into this Project Funding 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

RODGER REISECK

_____
Signature

ITEMIZED ESTIMATE

BILL TO:

ROGER REISECK
714 W 2nd ST
WATERLOO, IOWA

SHIP TO:

CITY OF WATERLOO
REMOVED

30' 5' high CEDAR DOG EAR POSTMATER Fencing

QTY.	SOURCE #	ITEM	AMOUNT
5	N25549	8' POSTMASTER V3 BLACK STEEL POST @ 54.08 /Ea. =	270.40
12	50568	8' 2X4 CEDAR STRINGER @ 19.98 /Ea. =	239.76
66	50135	6' 1X6 DOG EAR PREMIUM CEDAR BOARD @ 7.98 /Ea. =	526.68
1	1306	MACHINE MIX CONCRETE @ 310.18 /Cu Yd =	310.18
288	00779	1 5/8" DRIVE GALV. DECK SCREW @ .022 /Ea. =	6.34
396	840-DF149A	1 7/8" X 099 SCREW SHANK ALUMINUM FACEBOARD FASTENER @ .029 /Ea. =	11.48
		MATERIALS TOTAL:	$ 1364.84
		6.00% SALES TAX:	81.89
		1.00% OPTION TAX:	13.65
		LABOR TOTAL:	807.07
		TOTAL:	$ 2267.45

Miller Fence & Flag Co., Inc.
714 W2nd.JE0

04/17/2026

6' CEDAR PRIVACY REPLACEMENT

MAY 11, 2026

RODGER REISECK

714 W 2nd St
Waterloo, IA
50701
r_reiseck@hotmail.com
(319) 433-5797

ngraham@perfectpicketfenceandstain.com
3199397184

PERFECT PICKET INTRODUCTION

Dear Rodger,

Thank you for considering Perfect Picket Fence & Stain for your upcoming residential fence installation project. We appreciate the opportunity to provide you with our professional services and expertise. As a dedicated and experienced team, we take pride in delivering top-quality craftsmanship and exceptional customer service.

At Perfect Picket Fence & Stain, we understand that your home is your sanctuary and that the right fence can enhance its beauty, security, and privacy. We are committed to working closely with you to design and install a fence that not only meets your functional needs but also complements the aesthetics of your property.

We are pleased to present you with this estimate for your residential fence installation. Our detailed proposal includes a comprehensive breakdown of the project scope and optional upgrades. We have carefully considered your requirements and have tailored our proposal to suit your specific needs.

With our team of skilled professionals, we strive to exceed your expectations by delivering a seamless and stress-free experience. Our focus on quality craftsmanship, attention to detail, and adherence to industry standards ensure that your fence installation will be completed to the highest standards of excellence.

Should you have any questions or require further clarification regarding the estimate, Nicholas Graham is readily available to assist you. We are more than happy to discuss any modifications or adjustments to ensure that the proposal aligns perfectly with your vision.

At Perfect Picket Fence & Stain, customer satisfaction is at the core of everything we do. We are committed to providing you with a positive and rewarding experience from start to finish. As a locally owned and operated company, we take great pride in serving our community and building lasting relationships with homeowners like yourself.

We sincerely appreciate your consideration and the opportunity to earn your trust as your chosen fencing contractor. We are confident that our exceptional service and commitment to excellence will make your residential fence installation project a success.

Thank you once again for considering Perfect Picket Fence & Stain. We look forward to the possibility of working with you and transforming your vision into reality. Please do not hesitate to reach out to us if you have any further questions or if there is anything else we can assist you with.

Warm regards,

Nicholas Graham
ngraham@perfectpicketfenceandstain.com
3199397184

Perfect Picket Fence & Stain

PERFECT PICKET
— FENCE & STAIN —

Hello there,

As your Perfect Picket fence consultant my goal is to ensure that your fence not only meets your individual goals and budget but also accents your home perfectly.

I believe in meticulous attention to detail, from the initial design to the final walkthrough, ensuring your fence is a true extension of your home.

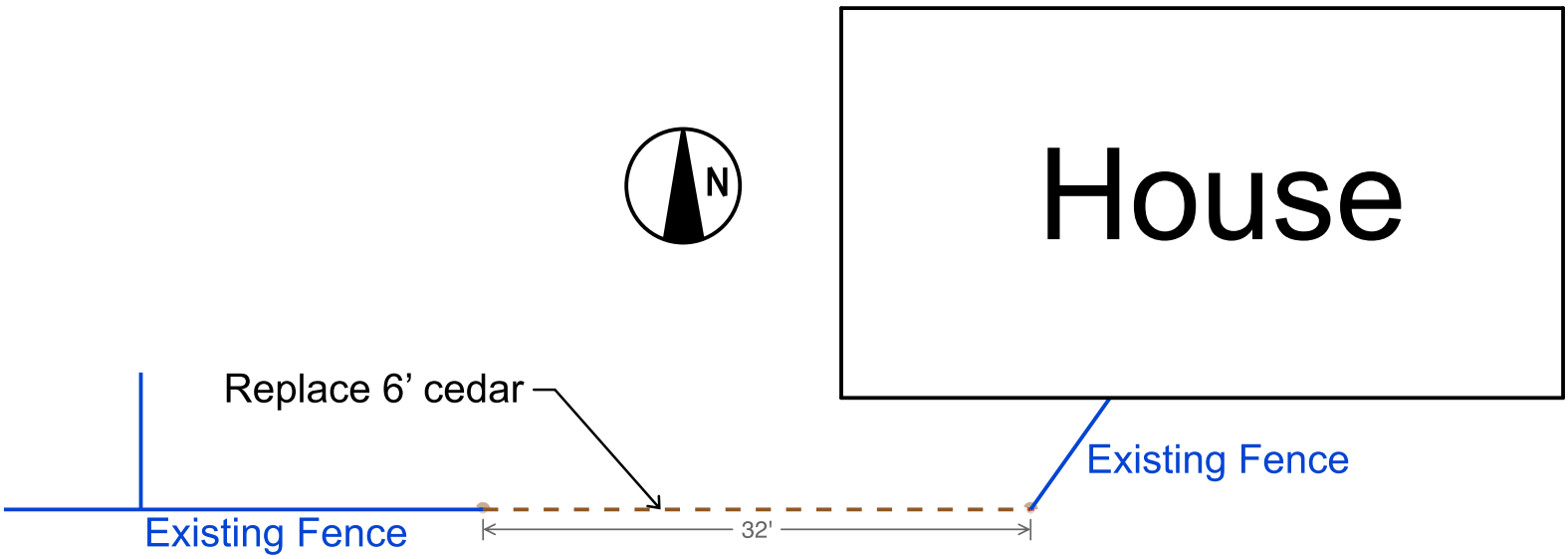
With a commitment to quality materials and craftsmanship, my team and I guarantee a seamless and personalized experience. Let's transform your outdoor space together, creating a durable, beautiful fence that reflects your style and meets your needs.

Nicholas Graham
Owner
ngraham@perfectpicketfenceandstain.com
319-939-7184

SITE INSPECTION

The link below is a video walkthrough of your fence during the initial consultation. Click the link to view the video.

(Open in a new tab)
Rodger Reiseck Fence Layout Walkthrough


House
N
Replace 6’ cedar
Existing Fence
Existing Fence
32'

6' CEDAR PRIVACY (STOCKADE)

Description

Drive Galvanized Steel Fence Posts (PostMaster+)

PostMaster+ galvanized fence posts will be skillfully driven into the ground using modern fencing techniques, ensuring a secure and reliable post for your fence without the need for concrete or causing excessive damage to your yard or landscape.

Our install team will utilize specialized equipment and precision tools to drive the posts into the ground with high accuracy, resulting in a seamless and visually appealing fence line. This approach minimizes disturbance to your property, increases accuracy, reduces post-heave during freezing, and preserves the integrity of your landscape while providing you with a robust and functional fencing solution.

What is PostMaster+:
Following PostMaster+ post installation the steel posts are covered with a western red cedar trim picket to visually disguise the galvanized steel post from most angles. PostMaster+ posts provide the strength of steel and ease of installation.

Galvanized posts have a lifetime warranty against structural failure and are guaranteed not to twist, warp, rot, or crack. Constructing the fence with this method has shown that the fence is rated in excess of 75 MPH winds without failure.

6' Tall Privacy (Stockade) Fence

PostMaster+ Stringers
3 rows of western red cedar 2x4 stringers will be installed on each post. Stringers will be attached to posts utilizing (2) 1-5/8" stainless steel screws at each stringer/post junction.

6' tall x 6" wide western red cedar dog ear pickets will be installed onto stringers and posts. Pickets will be fully abutted together in a privacy (stockade) style.

The smooth side of the fence will be facing away from the yard.

Each picket will be fastened using (2) 1-3/4" stainless steel ring shank nails onto each stringer.

Pickets will be installed with a target clearance gap of 1" off the ground.

*In some locations pickets may almost touch the ground or be up to 3" above the ground. This is fully dictated by the ground terrain and is done to provide the most appealing "fence roll". Ideal target is always 1" off the ground.

Picket Reveal: The top of the pickets will be 6" above the top stringer (6" reveal) and 6" below the bottom stringer.

Standard Perfect Picket Services

Perfect Picket Fence and Stain handles and coordinates all facets of the fence project:
-We obtain appropriate building permits from the local city or county. Ensuring that the construction of your fence is compliant with your city's building code. You will receive a copy of the approved building permit.

-We call in for underground utility markings to be completed prior to installation day.

Estimate subtotal	$1,770.00
Total	$1,770.00

Limited Lifetime Craftsmanship Warranty

Warranty Coverage:

Perfect Picket Fence and Stain offers a Lifetime Craftsmanship Warranty on all fence products installed (This does not warranty natural characteristics of the product, misuse/abuse, modified, altered, defaced, dried lumber, cracked lumber, and/or had repairs made already). Perfect Picket fence badge (sign) MUST remain on the fence for the lifetime of existence to ensure it is a Perfect Picket build to receive the Lifetime Craftsmanship Warranty. If you do not leave your fence badge on your product, you will receive no warranty. This warranty is valid for the lifetime of the product and is transferable one time to a new homeowner upon the sale of the property in which the fence was installed.

Duration of Warranty:

This warranty is in effect for the lifetime of the fence from the date of completion of the installation. The warranty is transferable upon the sale of the property one time. Perfect Picket warranty transfer document must be signed within 30 days of the property closing date.

What is Covered:

- Misalignment of fence panels/sections or posts not caused by natural settlement.
- Misnailing or screwing of pickets.
- Loose nuts and bolts for hardware, chain link, ornamental steel, or any fence where bolt hardware was used by Perfect Picket.
- Loose or detached panels, posts, gates, or hardware not resulting from external forces or misuse.
- Improper installation of fence hardware which leads to premature wear or failure.

This warranty does not cover:

- Damage from External Causes: This includes, but is not limited to, damage from accidents, acts of God (such as storms, floods, earthquakes), vandalism, impacts, animals, climbing, snow pushed into fence, mud, water damage, wind damage, lighting, soil/foundation movement, pest damage, or any external force.
- Normal Wear and Tear: Gradual deterioration, including mild rusting and discoloration due to aging and exposure to elements.
- Maintenance: Damage resulting from the failure to adhere to Perfect Pickets' recommended cleaning and maintenance staining schedule.

Limited Lifetime Craftsmanship Warranty

This warranty does not cover (Continued):

- Improper Use: Misuse, abuse, or alteration of the fence.
- Natural Disasters: Any damage caused by natural disasters is not covered under this warranty.
- Third-Party Damage: Damage or alterations made by anyone other than Perfect Picket personnel.
- Materials: This warranty covers workmanship only and does not cover materials. Materials may be covered under a separate manufacturer's warranty.

Claim Process:

To file a warranty claim, the Customer must contact Perfect Picket Fence and Stain within 30 days of noticing any defect. The homeowner must provide proof of purchase and have the Perfect Picket Fence and Stain fence badge still attached to the fence. If the Company determines that the issue is covered by this warranty, it will repair or replace the defective workmanship at no cost to the homeowner.

Transferability:

This warranty is transferable upon the sale of the property one time and Perfect Picket Fence and Stain's warranty transfer document must be completed within 30 days of the property's closing date. The document can be requested from: admin@perfectpicketfenceandstain.com

Limitation of Damages:

In no event shall the Company be liable for incidental or consequential damages resulting from the installation of the fence or the provision of or failure to provide warranty services.

PERFECT PICKET
— FENCE & STAIN —

TERMS & CONDITIONS

Thank you for considering Perfect Picket Fence & Stain for your fencing and staining project. We appreciate the opportunity to provide you with our services. To ensure a clear understanding of our payment expectations, please review the following payment terms:

1. Down Payment: A down payment of 50% of the total project cost is required before any work can commence. This down payment serves as a commitment and helps cover initial project expenses.
2. Change Orders: Please note that change orders may arise during the course of the project. All change orders will be communicated between the homeowner and Perfect Picket Fence & Stain before the initiation of the change. Upon verbal agreement of the change, an additional change order scope agreement will be sent to the responsible paying party for signature.
    a. Change orders may include changes to the layout requested by the homeowner, changes in the material used, upgrades to hardware while construction is underway, or the addition of any items not originally included in the contract scope. Change orders will incur additional charges based on a labor hour rating of $60 per hour, as well as up to a 50% markup on the materials required for the change if the change order is made within 24 hours of the project commencement.
3. Change order with digging over utilities or unplanned hand dig holes: Please note that your installation is planned to be completed utilizing a post-driving method. In cases where utility markings make driving fence posts unsafe, or where a post cannot reach the correct depth due to rock or unforeseen obstruction deep in the ground, there is a change order cost of $90 per hand-dug hole. This change order cost will be discussed with the homeowner at the Pre-Installation meeting after utility lines are visible and prior to installation. Cost covers the additional 20-40 minutes required to dig per hole, contractor liability digging over marked utilities, and expected concrete required to appropriately set the post for an accurate and correct post installation. The option to change the fence line location inside of the 18" utility risk zone is allowed and the fence cost will be adjusted accordingly.

Please note that any alterations, labor, or additional materials required to complete the original scope of work due to oversights or errors in estimating on behalf of Perfect Picket Fence & Stain will not be charged to the homeowner. Perfect Picket Fence & Stain will be responsible for covering the costs associated with completing the agreed-upon scope of work.

1. Final Payment: The remaining 50% of the total project cost, including any approved change orders, is due upon completion of the entire project. We will provide you with a notification once the project is finished to facilitate the final payment.
2. Payment Due Date: We kindly request that the final payment be made within 3 days of project completion. Prompt payment enables us to efficiently wrap up the project and ensure customer satisfaction.
3. Accepted Payment Methods: We accept the following forms of payment:
    a. ACH (Electronic bank transfers)
    b. Personal checks
4. Late Payment: In the event of a delayed payment, more than 15 calendar days after completion of the project, we reserve the right to charge interest at a rate of 1.5% on the remaining balance. Additionally, please be aware that Perfect Picket Fence & Stain retains the right to file a mechanics lien on the property per Iowa Code, Chapter 572. Any costs incurred in collecting overdue payments, including legal fees and filing fees for the mechanics lien, will be the debtor's responsibility.

By signing this payment terms statement, you acknowledge your understanding and agreement to the terms outlined above. We appreciate your cooperation and look forward to working with you on your fencing and staining project.

I acknowledge that I have read and understand this page. Initials: _____

AUTHORIZATION PAGE

6' Cedar Privacy (Stockade)	$1,770.00	**Name:** Rodger Reiseck **Address:** 714 W 2nd St, Waterloo, IA

Quote valid for 30 days from date of delivery. A 50% deposit is required before material purchased and/or permit is obtained.

Customer Comments / Notes

Rodger Reiseck: _____ **Date:** _____

It is the homeowner's responsibility to ensure that the measurements on the provided layout are within the homeowner's property lines. Perfect Picket Fence and Stain consultants and installers will assess the layout during the initial consultation and pre-construction walkthrough as well as use online GIS services and county assessors' public property data.

Agreeing to the layout releases Perfect Picket Fence and Stain from responsibility for correcting the fence placement unless the fence does not match the agreed upon layout dimensions.

In the event that the proposed layout goes outside of the property lines then the homeowner is responsible to have the fence reinstalled and the layout adjusted to within their property lines. If unsure about exact property lines then Perfect Picket Fence and Stain recommends having the property officially surveyed before construction of the fence begins.

On properties where there is a Home Owners Associations (HOA) the client is responsible for abiding by any bylaws. The owner is responsible for notifying Perfect Picket Fence and Stain project consultants about the bylaws prior to ordering material or install date.

Private Utility Locations
Note: Utility locaters (Iowa One Call) do not mark private utilities such as sprinkler systems, outbuilding electrical lines, septic lines/tanks, underground gutter drainage, sump pump discharge lines, etc. It is the responsibility of the homeowner to identify and mark any and all private utilities on the property prior to Perfect Picket Fence and Stain fence installation. Any damages caused by installation to private utilities on the property due to poor or absent private utility marking will result in the homeowner responsibility to resolve any and all issues with those private utilities.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving a Contract for services with the Iowa Northland Regional Council of Governments for the Energy Efficiency and Conservation Block Grant to install two electric charging stations near Lafayette Street and Park Avenue, in an amount not to exceed $15,000.00, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo is proposing to enter into a contract with INRCOG for assistance in applying for the Energy Efficiency and Conservation Block Grant. The grant dollars would be used for 2 electric charging stations at the corner of Lafayette Street and Park Avenue near the parking ramp. The City received this grant previously and used it for charging stations at 325 Commercial Street (The Taproom at Wonderbread).

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

The existing charging stations bring in monthly revenue to the City and the proposed ones would do the same.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Bonds or TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Waterloo Contract for Grant Administration INRCOG

CONTRACT FOR SERVICES BETWEEN THE
IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS
AND
CITY OF WATERLOO, IOWA
(ELECTRIC CHARGING STATION – EECBG)

THIS CONTRACT, entered into by and between the Iowa Northland Regional Council of Governments (hereinafter called the Planning Agency) and the City of Waterloo, Iowa. The City of Waterloo hereby requests the Planning Agency's assistance in carrying out this Contract and attached Scope of Services and approved by the Planning Agency under the Energy Efficiency and Conservation Block Grant (EECBG).

This contract carries the following terms:

SECTION 1. Scope of Services

The Planning Agency shall provide and perform the necessary services required to carry out the Contract as set out in the attached Scope of Services.

SECTION 2. Time of Performance

The services of the Planning Agency shall commence on June 15,2026 and shall be finished upon completion of final document/report.

SECTION 3. Method of Payment

Payment shall be due upon receipt of a monthly bill for actual work performed. The payment shall be based on the hourly rate of the staff person plus any associated costs incurred in the administration of this contract. Total payment shall not exceed amounts identified as administrative/project delivery costs in the project budget of the grant program. Total Payment shall not exceed $15,000.00.

SECTION 4. Personnel

The Planning Agency represents that it has, or will acquire, all personnel necessary in performing the services under this Contract. The parties intend that an independent contractor-purchaser of service relationship will be created by this Contract. The City is interested only in the results achieved, and the conduct and control of the work will lie solely with the Planning Agency. Neither the Planning Agency nor its employees are to be considered agents or employees of the City for any purpose.

SECTION 5. Property

The Planning Agency shall be free to acquire or use existing property, real or personal, as it deems necessary in the performance of work under this agreement.

SECTION 6. Services to be Furnished to the Planning Agency

All reports, data or other public documents and information necessary to the performance of work under this Contract shall be made available to the Planning Agency.

SECTION 7. Records Available

At any time during the normal business hours and as often as is necessary, each party shall make available to the other party and federal or state agents and financial and administrative records with respect to all matters covered by this agreement.

SECTION 8. Maintenance of Records

The Planning Agency shall maintain all financial and administrative records for a period of five (5) years from the date of final payment by the federal or state funding agency. In addition, those records which relate to any "Dispute" appeal under a grant agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken shall be maintained and made available until five years after the date of resolution of such appeal, litigation, claim, or exception.

SECTION 9. Federal Contract Language

In connection with implementing this agreement, the Waterloo City Council and the Iowa Northland Regional Council of Governments agree to comply with the following acts:

A. All required federal contract language for EECBG funded contracts. The contract language is included in this contract by attachment.
B. All amendments and regulations issued thereto which apply to the project.

SECTION 10. Termination Clause

Either party assigned hereto shall have the authority to terminate this Contract, with just cause, by notifying the other party by registered mail not less than thirty (30) days prior to the effective termination date. The Planning Agency will be paid for the time provided and expenses incurred through the termination date.

SECTION 11. Amendment and Designation of Officials

11.1 The City - The Mayor of Waterloo is the official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract.

11.2 The Planning Agency - The Executive Director of the Iowa Northland Regional Council of Governments is the contractor official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract.

SECTION 12. Saving Clause

Should any provisions of this Contract be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.

SECTION 13. Entire Agreement Statement

This Contract contains the entire agreement between the Planning Agency and the City for the purpose of Energy Efficiency and Conservation Block Grant administration. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 2.

SECTION 14. Hold Harmless

The City shall hold harmless, waive, and indemnify the Planning Agency against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services provided by the Planning Agency, except to the extent caused by the gross negligence or willful misconduct of the Planning Agency or its employees. In no event shall the Planning Agency be liable to the City for lost revenues of the City, or special or consequential damages, even if the Planning Agency has been advised of the possibility of such damages. The Planning Agency's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Planning Agency by the City under this Agreement.

PASSED AND APPROVED:

IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS	CITY OF WATERLOO
_____	_____
Date	Date
_____	_____
Executive Director	Mayor
ATTEST:	ATTEST:
_____	_____
Director of Development	City Clerk

SCOPE OF SERVICES

The Iowa Northland Regional Council of Governments shall assist in compliance with the Department of Energy and other federal requirements; maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including but not limited to the following activities:

GENERAL ACTIVITIES

A. Program Set-Up

1. Meet with the Waterloo City staff to review and assure understanding of terms and conditions of grant agreement with DOE.
2. Set up a model for the program schedule, assuring compliance with time limitations of grant contract.
3. Meet with Waterloo City staff to explain and coordinate scheduling of grant activities in accordance with DOE contract.
4. Maintain and promote performance standards in areas that will ensure the grantee secure future grants.

PROGRAM ADMINISTRATION

A. Capital Improvement Activities

1. Prepare Program Schedule required by DOE.
2. Complete Environmental Review (NEPA Requirements) and reports, as necessary.
3. Assist City in acquiring DOE required contract documents, including Federal wage determination.
4. Review bid documents for DOE compliance.
5. Review contracts for DOE compliance.
6. Submit documents to DOE for project and contractor clearance.
7. Monitor payrolls for Davis-Bacon and related labor law compliance.
8. Conduct on-site interviews and inspections.
9. Monitor subcontractor compliance with DOE regulations.
10. Assist contractors in execution of DOE required documents and assurances.
11. Promote and document efforts at minority participation.
12. Assist in monitoring and clearing change orders, addendum, etc.
13. Assist in close-out and audit.
14. Provide financial management, including tracking and reimbursement requests
15. Provide other technical assistance as may be required.

B. Record Keeping

1. Assist in setting up bookkeeping system for grant funds.
2. Assist in setting up filing system for program information maintenance.
3. Regularly monitor records.
4. Assist in preparing draw down forms, authorizing and making disbursements.

5. Assist in meeting with DOE officials during site visits.
6. Assist in preparing monthly, quarterly, and annual reports.
7. Assist in final closeout reports.

The above outline is intended to be specific, but some areas may have more detailed requirements implied, but not listed.

The Iowa Northland Regional Council of Governments will assist the Waterloo City Council with these requirements unless special requests are made to the Executive Director or governing body of the grantee.

The Waterloo City Council may request assistance from the Iowa Northland Regional Council of Governments that is not specifically designated.

Attachment 2

DOE Special Terms and Conditions

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	July 6, 2026

AGENDA ITEM TITLE

Resolution approving the request by DGOGWATERLOO02142024, LLC, to dedicate right of way near 4803 Sergeant Road for the extension of Charm Drive, and authorizing the Mayor and City Clerk to execute said documents.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

DGOGWATERLOO02142024 LLC (Dollar General) is requesting to deed Parcel S in the plat recorded as document number 2025-10294 to the city for Charm Drive Right of Way. The total area for the dedicate is 0.50 acres.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

All that part of the SE¼ Section 12-T88N-R14Wand SW¼ Section 7-T88N-R13W, Black Hawk County, Iowa; described as follows: Commencing at the southwest corner of said SW¼; thence North 00°43'22" West a distance of 1067.42 feet on an assumed bearing on the west line of said SW¼, to

the southeasterly right-of-way line of U.S. Highway No. 63; thence South 35°08'19" West a distance of 83.52 feet on said right-of-way line, to the westerly-most corner of Parcel P as described in File No. 2022-00015119 as recorded in the office of the Black Hawk County Recorder, which is the point of beginning; thence South 54°52'57" East a distance of 60.37 feet on the southwesterly line of said Parcel P, to said west line; thence South 54°52'57" East a distance of 274.08 feet on said southwesterly line, to the southerly-most corner of said Parcel P; thence North 35°13'07" East a distance of 89.50 feet on the southeasterly line of said Parcel P; thence North 54°46'53" West a distance of 60.00 feet, to the northwesterly line of said Parcel P; thence South 35°13'07" West a distance of 29.61 feet on said northwesterly line, to the northeasterly line of said Parcel P; thence North 54°52'57" West a distance of 274.55 feet on said northeasterly line, to said right-of-way line; thence South 35°08'19" West a distance of 60.00 feet on said right-of-way line, to the point of beginning.

ATTACHMENTS

1. Plat of Survey Parcel S
2. Warranty Deed Parcel S- City of Waterloo

PLAT OF SURVEY

INDEX LEGEND	
LOCATION:	SE1/4 SECTION 12-T88N-R14W AND SW1/4 SECTION 7-T88N-R13WOF THE 5th P.M. WATERLOO, BLACK HAWK COUNTY, IOWA
REQUESTOR:	THE OVERLAND GROUP, LLC.
PROPRIETOR:	L AND BB LLC
SURVEYOR:	STEVEN J. THOMPSON P.L.S.
SURVEYOR COMPANY:	JONES, HAUGH & SMITH, INC. 515 S. WASHINGTON, ALBERT LEA, MN 56007
RETURN TO:	JONES, HAUGH & SMITH, INC. 515 S. WASHINGTON, ALBERT LEA, MN 56007

2025-10294
RECORDED: 07/18/2025 12:01:24 PM
RECORDING FEE: $17.00
IOWA E-FILING FEE: $3.00
COMBINED FEE: $20.00
REVENUE TAX: $0.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

This Plat or Subdivision has been approved by City of Waterloo.

Signed by: Aric Schroeder — 7/18/2025
Zoning Administrator of designee — Date:

AREA
2.16 ACRES± (94,167 Ft²)

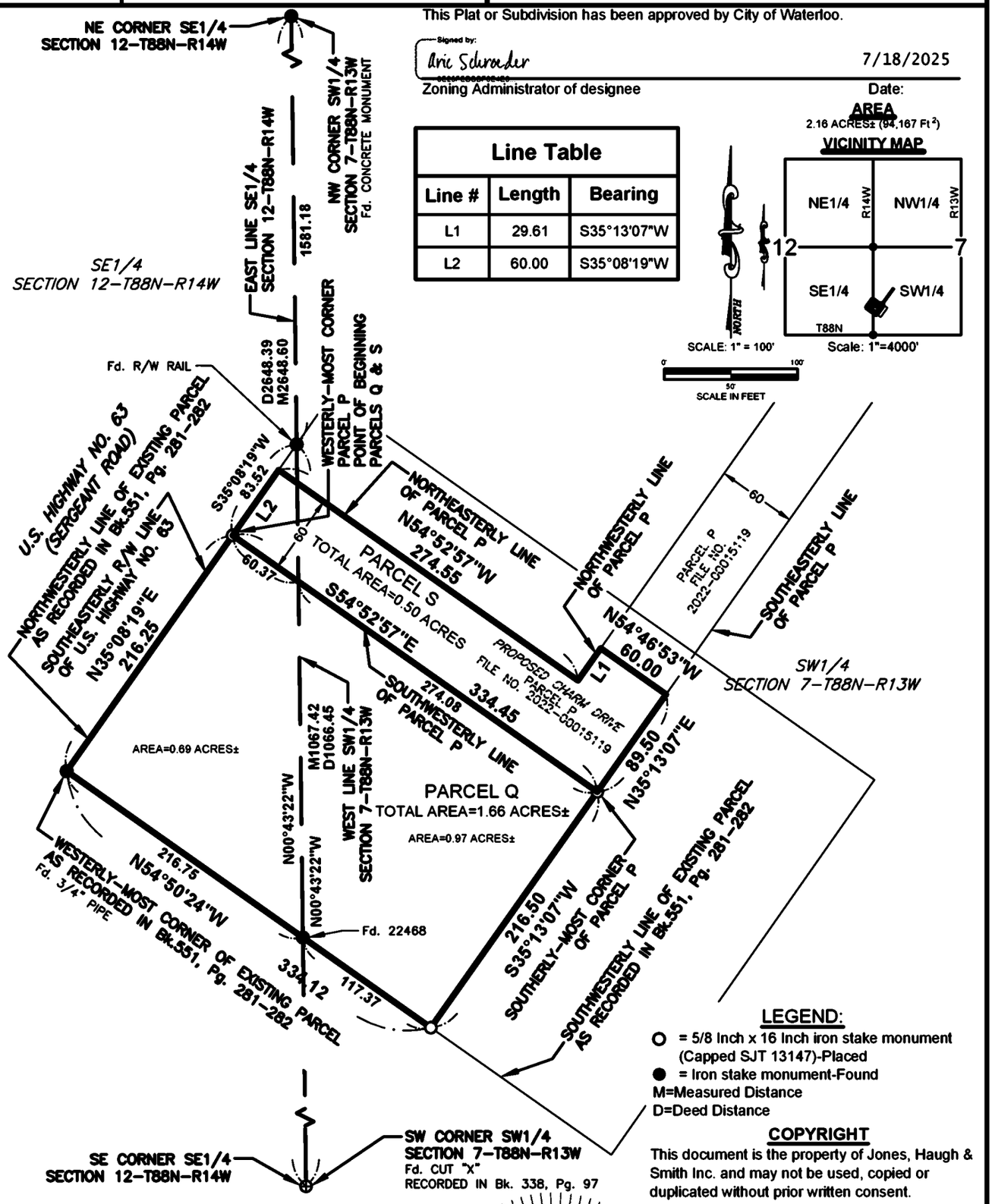
VICINITY MAP

Scale: 1"=4000'

SCALE: 1" = 100'

0' 100'
50'
SCALE IN FEET

Line Table		
Line #	Length	Bearing
L1	29.61	S35°13'07"W
L2	60.00	S35°08'19"W



LEGEND:

- ○ = 5/8 Inch x 16 Inch iron stake monument (Capped SJT 13147)-Placed
- ● = Iron stake monument-Found
- M=Measured Distance
- D=Deed Distance

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JONES HAUGH SMITH
Engineers + Surveyors
515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876

CLIENT:
THE OVERLAND GROUP, LLC.

Date of survey: 7/18/2025
Revised date: -
Drawn by: ADM
Survey: SJT
Book: -
Page 1 of 3
Coord-System: IA. N. NAD83
Job No.:
24-060_CERTCOMBO.DWG

LICENSED LAND SURVEYOR
STEVEN J. THOMPSON
13147
IOWA
SEAL

I hereby certify that this land 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.

Steven J. Thompson — 7/18/2025
DATE

License number 13147
My license renewal date is December 31, 2026
Pages or sheets covered by this seal:
PLAT
LEGAL DESCRIPTION

Docusign Envelope ID: 29CA697A-F80A-4BEF-96F6-B8F0510C6A1C

July 18, 2025

LEGAL DESCRIPTION
SE¼ Section 12-T88N-R14W and SW¼ Section 7-T88N-R13W
Black Hawk County, Iowa

THE OVERLAND GROUP, LLC.

PARCEL Q

All that part of the SE¼ Section 12-T88N-R14W and SW¼ Section 7-T88N-R13W, Black Hawk County, Iowa; described as follows:

Commencing at the southwest corner of said SW¼; thence North 00°43'22" West a distance of 1067.42 feet on an assumed bearing on the west line of said SW¼, to the southeasterly right-of-way line of U.S. Highway No. 63; thence South 35°08'19" West a distance of 83.52 feet on said right-of-way line, to the westerly-most corner of Parcel P as described in File No. 2022-00015119 as recorded in the office of the Black Hawk County Recorder, which is the point of beginning;

thence South 54°52'57" East a distance of 60.37 feet on the southwesterly line of said Parcel P, to said west line;

thence South 54°52'57" East a distance of 274.08 feet on said southwesterly line, to the southerly-most corner of said Parcel P;

thence South 35°13'07" West a distance of 216.50 feet on the southwesterly extension of the southeasterly line of said Parcel P, to the southwesterly line of a Parcel described in Book 551, Page 281-282 as recorded in the office of the Black Hawk County Recorder;

thence North 54°50'24" West a distance of 117.37 feet on said southwesterly line, to the west line of said SW¼;

thence North 54°50'24" West a distance of 216.75 feet on said southwesterly line, to the westerly-most corner of a Parcel described in said Book 551, Page 281-282;

thence North 35°08'19" East a distance of 216.25 feet on said right-of-way line, to the point of beginning.

Docusign Envelope ID: 29CA697A-F80A-4BEF-96F6-B8F0510C6A1C

July 18, 2025

LEGAL DESCRIPTION
SE¼ Section 12-T88N-R14W and SW¼ Section 7-T88N-R13W
Black Hawk County, Iowa

THE OVERLAND GROUP, LLC.

PARCEL S

All that part of the SE¼ Section 12-T88N-R14W and SW¼ Section 7-T88N-R13W, Black Hawk County, Iowa; described as follows:

Commencing at the southwest corner of said SW¼; thence North 00°43'22" West a distance of 1067.42 feet on an assumed bearing on the west line of said SW¼, to the southeasterly right-of-way line of U.S. Highway No. 63; thence South 35°08'19" West a distance of 83.52 feet on said right-of-way line, to the westerly-most corner of Parcel P as described in File No. 2022-00015119 as recorded in the office of the Black Hawk County Recorder, which is the point of beginning;

thence South 54°52'57" East a distance of 60.37 feet on the southwesterly line of said Parcel P, to said west line;

thence South 54°52'57" East a distance of 274.08 feet on said southwesterly line, to the southerly-most corner of said Parcel P;

thence North 35°13'07" East a distance of 89.50 feet on the southeasterly line of said Parcel P;

thence North 54°46'53" West a distance of 60.00 feet, to the northwesterly line of said Parcel P;

thence South 35°13'07" West a distance of 29.61 feet on said on said northwesterly line, to the northeasterly line of said Parcel P;

thence North 54°52'57" West a distance of 274.55 feet on said northeasterly line, to said right-of-way line;

thence South 35°08'19" West a distance of 60.00 feet on said right-of-way line, to the point of beginning.

WARRANTY DEED
Recorder's Cover Sheet

Preparer Information: John F. Fatino, 699 Walnut Street, Suite 2000, Des Moines, IA 50309, Phone: (515) 288-6041

Taxpayer Information:
City of Waterloo, Iowa, 715 Mulberry Street, Waterloo, IA 50703

Return Document To: (name and complete address)
John F. Fatino, 699 Walnut Street, Suite 2000, Des Moines, IA 50309

Grantors:
DGOGWATERLOO02142024 LLC

Grantees:
City of Waterloo, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

WARRANTY DEED

For the consideration of One Dollar and other valuable consideration **DGOGWATERLOO02142024 LLC,** a Missouri limited liability company, does hereby convey to the **City of Waterloo, Iowa**, the following described real estate in Black Hawk County, Iowa:

Parcel S in the Southwest Quarter of Section 7, Township 88 North, Range 13 West of the 5th P.M. and the Southeast Quarter of Section 12, Township 88 North, Range 13 West of the 5th P.M., all in Black Hawk County, Iowa, as shown in the Plat of Survey filed as document number 2025-10294 in the record of the recorder for Black Hawk County, Iowa.

This deed is exempt according to Iowa Code 428A.2(21).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazard waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a ground water hazard statement.

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

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

Dated: _____, 2026.

DGOGWATERLOO02142024 LLC

By _____
Jacob W. Stauffer, Member

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 2026, by Jacob W. Stauffer, member of DGOGWATERLOO02142024 LLC, a Missouri limited liability company.

_____
Signature of Notary Public

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	July 6, 2026

AGENDA ITEM TITLE

Resolution approving a Temporary Easement Agreement in the amount of $100.00, with Kevin Grieme, located at 2219 Downing Avenue, in conjunction with the Katoski Road/Huntington Road Reconstruction Project, 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 in the amount of $100.00, with Kevin Grieme, located at 2219 Downing Avenue, in conjunction with the Katoski Road/Huntington Road Reconstruction Project, and authorizing the Mayor and City Clerk to execute said document.

The temporary easement is for the purposes of doing grading, which ensures a maintainable slope, and reseeding, and the easement is shown on the attached project diagram. The offer price was valued at 120 percent of the assessed value of the land, which is $2.93 per square foot, then multiplied by the area of the temporary easement. However, only ten percent of the full asking price is offered for the temporary easement since it is only temporary and will expire. The value of this easement was less than $100.00, therefore a minimum compensation amount of $100.00 is being offered.

With the new high school under construction, improvements are going to be made to Katoski Drive and Huntington Road, which include a roundabout, sidewalks and recreational trails.

NEIGHBORHOOD IMPACT

The temporary easements would not negatively impact the surrounding area.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Local Option Sales Tax.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Temporary Easement Agreement

Prepared by Tim Andera, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 Phone (319) 291-4366

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into as of _____, 2026 by and between the City of Waterloo, Iowa ("Grantee") and Kevin Grieme ("Grantor").

1. **Grant of Temporary Easement.** 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, and Grantee does hereby accept, a temporary easement for purposes relating to construction of the Improvements (the "**Temporary Easement**") in, to, upon, over, across, and beneath the real estate (the "**Temporary Easement Premises**") as set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

2. **Purpose.** The Temporary Easement Premises is intended for use by Grantee, its employees, contractors and agents, to reconstruct Katoski Drive, Huntington Road, and adjoining street connections, utility improvements, grading, seeding, and installation of sidewalk and trail. (the "**Improvements**"). Following completion of Grantee's work in the Premises, Grantee shall restore the Premises to its condition prior to the commencement of construction work, including but not limited to reseeding any grassed areas disturbed by construction activities, and Grantor shall be responsible for watering any reseeded areas. It is the intention of the parties that Grantee shall assume all responsibility for the construction of the Improvements adjacent to the Premises, and that Grantor shall have no liability relating to the Easement or the Improvements except as may arise from the Grantor's own negligent acts or omissions or willful misconduct. The Agreement will be in place until the acceptance of the project. The projected acceptance date is August of 2028.

3. **Grantor Duties and Privileges.** Grantor shall deliver possession of the Temporary Easement Premises to Grantee, "as is, where is", without any representation or warranty as to the condition of same. Grantor shall have no duty to prepare the Temporary Easement Premises in any way for Grantee's use. Following transfer of possession of the Temporary Easement Premises, Grantor shall have no further duty or obligation with respect to same, except as set forth herein. Grantor may mow or care for grasses and vegetation growing in the Temporary Easement Premises during the period of this Agreement but may not conduct other activities upon the Temporary Easement Premises without the prior written consent of Grantee. Grantor agrees that any activities that Grantor, its officers, employees, contractors or agents undertake on the Temporary Easement Premises during the term hereof shall be at their sole risk, and Grantor hereby

agrees to indemnify Grantee, its officials, officers, employees, contractors and agents, with respect to any and all claims for injuries, death, property damage, property loss or otherwise, arising from the acts or omissions of Grantor, its officers, employees, contractors or agents, on or about the Temporary Easement Premises during the term of this Agreement.

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

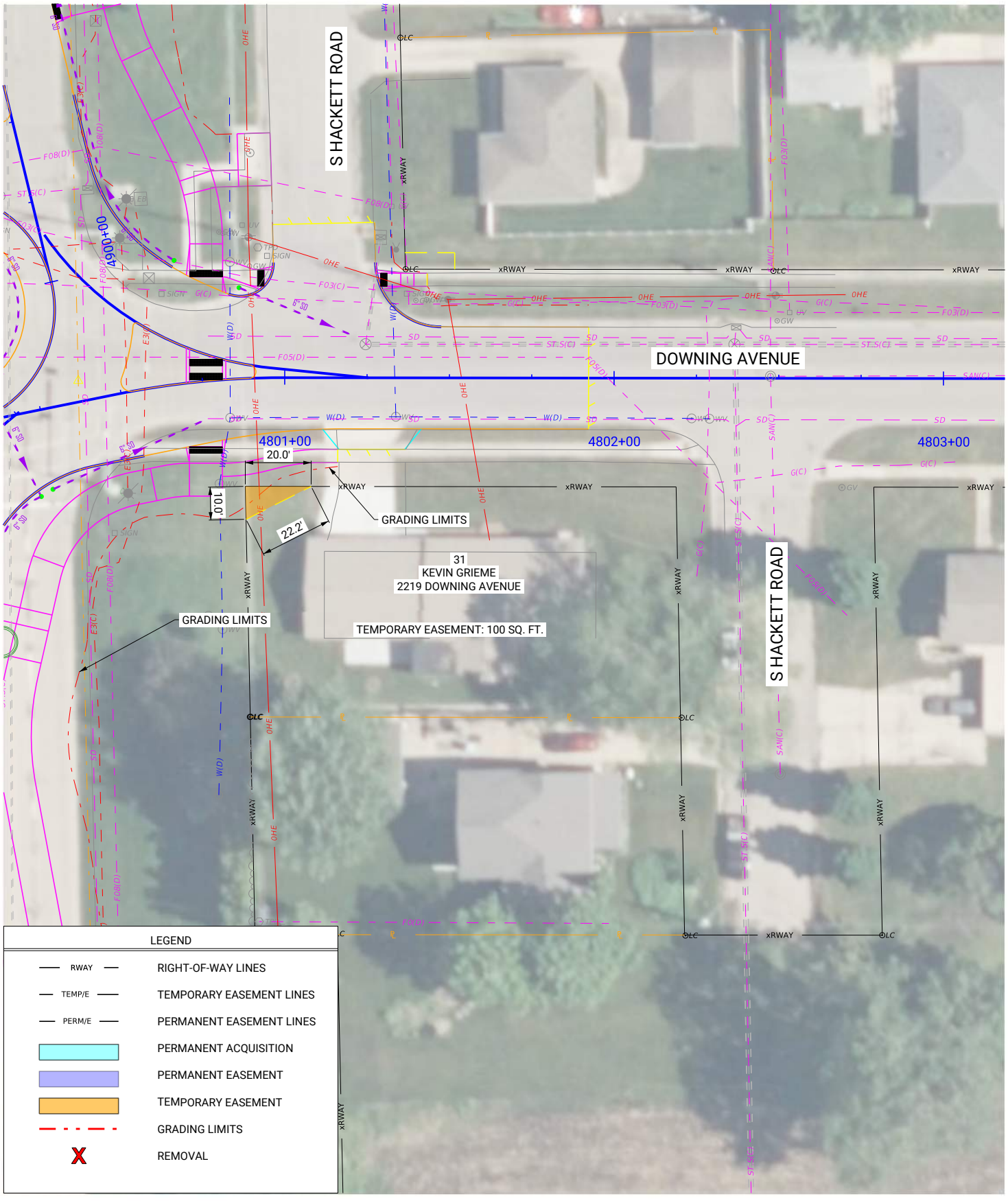
Kevin Grieme

By: _____

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk



HUNTINGTON RD AND KATOSKI DR RECONSTRUCTION PARCEL IMPACT DISPLAY

Foth

PARCEL 31

0 20 40

SCALE: 1"= 40'

DRAWN: G. MEIDENBAUER CHECKED: A. FLOY

12/4/202511:16:42 AM pw://foth-pw.bentley.com:foth-pw-01/Documents/Clients/Waterloo IA C/Huntington Road and Katoski Drive Recons/CAD/Displays/Parcel Displays/0025W013.00_PARC

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Tim Andera, Economic Development Specialist
Planning & Zoning Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving an amendment to a Temporary Access Easement Agreement with McDonald's USA, LLC, located at and adjacent to 2222 Logan Avenue, 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 an amendment temporary access easement agreement with McDonald's USA, LLC, located at and adjacent to 2222 Logan Avenue, and authorizing the Mayor and City Clerk to execute said document. Part of the land needed for access was owned by the State of Iowa, and they are going through Section 306.23 process of the state code to have the land appraised, and said appraisal will not be completed for another two or three months, pushing this past the July 31, 2026 expiration date. The proposed amendment to the access agreement is to extend that date to December 31, 2026, and if conveyance of property occurs before that time, the temporary access easement becomes null and void. Granting of the temporary amendment to the access easement will continue to give McDonald's traffic permission to traverse across the city-owned property.

NEIGHBORHOOD IMPACT

Extension of the temporary access easement agreement will not negatively impact the area.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Tract F of North Crossing Fourth Addition, City of Waterloo, Black Hawk County, Iowa, and also that part of Tract B as illustrated and described in the appended Metes & Bounds Exhibit, to-wit:

Part Of Tract B, North Crossing Fourth Addition, City of Waterloo, Black Hawk County, Iowa, as recorded in Document Number 2025-02083, and more particularly described as follows:

Beginning At The Southwest Corner Of Said Tract B; Thence North 0°49'42" West, 16.00 Feet Along The Westerly Line Of Said Tract B; Thence South 89°38'25" West, 5.00 Feet Continuing Along Said Westerly Line Of Tract B; Thence North 0°49'42" West, 7.00 Continuing Along Said Westerly Line Of Tract B; Thence North 89°38'25" East, 25.93 Feet Along A Line Parallel With And 23.00 Feet Normally Distant To The South Line Of Said Tract B; Thence South 29°09'53" East, 19.40 Feet; Thence North 89°38'25" East, 162.00 Feet Along A Line Parallel With And 6.00 Feet Normally Distant To The South Line Of Said Tract B To The East Line Thereof; Thence South 0°49'20" East, 6.00 Feet Along Said East Line Of Tract B To A Southeast Corner Of Said Tract B; Thence South 89°38'25" West, 192.14 Feet Along Said South Line Of Tract B To The Point Of Beginning; Containing 0.04 Acre{S), Subject To Any Easement Recorded Or Unrecorded

ATTACHMENTS

1. Temporary Access Easement Agreement Amendment
2. Original Temporary Access Agreement

Prepared by Austin J. McMahon, 222 1st St. E., Independence, IA 50644 319-334-4488

AMENDMENT TO TEMPORARY ACCESS EASEMENT AGREEMENT

This Amendment to Temporary Easement Agreement ("Amendment") is entered into as of _____, 2026, by and between the City of Waterloo, Iowa ("Grantor") and McDonald's Corporation ("Grantee").

RECITALS

A. Company and City are parties to that certain Temporary Easement Agreement dated August 4, 2025 ("Agreement") concerning a temporary easement granted by the City to Company as set forth and described therein.

B. The parties desire to amend the Agreement 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 2 of the Agreement is hereby stricken in its entirety and replaced with the following amended Section 2:

> Unless extended by the written mutual consent of Grantor and Grantee, the Temporary Easement shall continue in force and effect December 31, 2026.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Temporary Easement 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

Attest: _____
Kelley Felchle, City Clerk

MCDONALD'S USA, LLC

By: _____
Print Name

By: _____
Sign Name

_____
Title

STATE OF IOWA **}**
} ss.
BLACK HAWK COUNTY **}**

Acknowledged before me on _____, 2026, by David Boesen and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

STATE OF _____ **}**
} ss.
COUNTY OF _____ **}**

Acknowledged before me on _____, 2026, by _____, as _____ of McDonald's USA, LLC.

_____
Notary Public

Prepared by Tim Andera, City of Waterloo, Waterloo, IA 50703. Phone (319) 291-4366

TEMPORARY ACCESS EASEMENT

This Temporary Access Easement Agreement (the "Agreement") is entered into as of August 4, 2025 by and between City of Waterloo, Iowa ("Grantor") and McDonald's USA, LLC ("Grantee").

1. **Grant of Temporary Easement.** 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, and Grantee does hereby accept, a temporary easement (the "**Temporary Easement**") in, to, upon, over, across, and beneath the real estate (the "**Temporary Easement Premises**") as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

2. **Duration.** Unless extended by the written mutual consent of Grantor and Grantee, the Temporary Easement shall continue in force and effect until the earlier of: (a) completion of the Improvements; or (b) July 31, 2026.

3. **Purpose.** The purpose of the Temporary Easement is to provide ingress and egress to the Grantee's commercial business property for Grantee, the employees and agents of Grantee, and customers of Grantee.

4. **Grantor Duties and Privileges.** Grantor grants and conveys the Temporary Easement Premises to Grantee "as is, where is" and without any representation or warranty as to the condition of same. Grantor shall have no duty to prepare the Temporary Easement Premises in any way for Grantee's use and shall otherwise have no further duty or obligation with respect to the Temporary Easement Premises. Grantor may mow or care for grasses and vegetation growing in the Temporary Easement Premises during the period of this Agreement, but may not conduct other activities upon the Temporary Easement Premises without the prior written consent of Grantee. Any activities of Grantor, its officers, employees, contractors or agents undertake on the Temporary Easement Premises during the term hereof shall be at their sole risk. Grantee hereby agrees to indemnify Grantor, its officials, officers, employees, contractors and agents, with respect to any and all claims for injuries, death, property damage, property loss or otherwise, arising from the acts or omissions of Grantee, its officers, employees, contractors or agents, on or about the Temporary Easement Premises during the term of this Agreement.

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

CITY OF WATERLOO, IOWA (Grantor)

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

MCDONALD'S USA, LLC (Grantee)

By: Nadia Khan
Print Name

By: _____
Sign Name

Senior Counsel-Director
Title

Date: July 15, 2025

STATE OF IOWA }
} **ss.**
BLACK HAWK COUNTY }

Acknowledged before me on August 21, 2025, by Quentin M. Hart and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

NOTARIAL SEAL IOWA
BRITNI C PERKINS
COMMISSION NO. 845529
MY COMMISSION EXPIRES
JANUARY 27, 2026

STATE OF Illinois }
} **ss.**
COUNTY OF Cook }

Acknowledged before me on July 15, 2025, by Nadia Khan on behalf of McDonald's USA, LLC.

Tamara R. Salinas
Notary Public

OFFICIAL SEAL
Tamara L Salinas
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 747534
My Commission Expires April 4, 2027

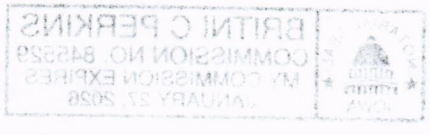
BRITNI C PERKINS
COMMISSION NO. 845529
MY COMMISSION EXPIRES
JANUARY 27, 2026

EXHIBIT A

Description of Temporary Easement Premises

Tract F of North Crossing Fourth Addition, City of Waterloo, Black Hawk County, Iowa, and also that part of Tract B as illustrated and described in the appended Metes & Bounds Exhibit, to-wit:

Part Of Tract B, North Crossing Fourth Addition, City of Waterloo, Black Hawk County, Iowa, as recorded in Document Number 2025-02083, and more particularly described as follows:

Beginning At The Southwest Corner Of Said Tract B; Thence North 0"49'42" West, 16 .00 Feet Along The Westerly Line Of Said Tract B; Thence South 89"38'25" West, 5.00 Feet Continuing Along Said Westerly Line Of Tract B; Thence North 0"49'42 " West, 7.00 Continuing Along Said Westerly Line Of Tract B; Thence North 89"38'25" East, 25.93 Feet Along A Line Parallel With And 23.00 Feet Normally Distant To The South Line Of Said Tract B; Thence South 29'09'53" East, 19.40 Feet; Thence North 89"38' 25" East, 162.00 Feet Along A Line Parallel With And 6.00 Feet Normally Distant To The South Line Of Said Tract B To The East Line Thereof; Thence South 0"49'20 " East, 6.00 Feet Along Said East Line Of Tract B To A Southeast Corner Of Said Tract B; Thence South 89"38'25" West, 192.14 Feet Along Said South Line Of Tract B To The Point Of Beginning; Containing 0.04 Acre{S), Subject To Any Easement Recorded Or Unrecorded

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution accepting FAA AIP Grant No. 3-19-0094-061-2026, in the amount of $112,100.00, for Replace/Upgrade Airport Lighting Control Monitoring System project, and authorizing the Mayor and City Attorney 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

FAA AIP - 95%
PFC/Airport - 5%

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. ALO-CEG-3-19-0094-061-2026-Grant Agreement - unsigned

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Central Region
Iowa, Kansas,
Missouri, Nebraska

FAA ACE-600
1100 Main St. Suite 800
Kansas City, MO 64105

Mr. Steven Kjergaard
Director of Aviation
Waterloo Regional Airport
2790 Livingston Lane
Waterloo, IA 50703

Dear Mr. Kjergaard:

The Grant Offer for Project No. 3-19-0094-061-2026 at Waterloo Regional is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process.
6. Signatures must be obtained and finalized no later than
7. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report, within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

***FAA Contact Information*.** Ryan DaMetz, Ph: (816) 329-2628, Email: ryan.m.dametz@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Rodney N. Joel

Rodney N. Joel

Director, Central Region Airports Division

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

Airport Infrastructure Grant

Part I - Offer

Federal Award Offer Date

Airport/Planning Area **Waterloo Regional**

Airport Grant Number **3-19-0094-061-2026**

Unique Entity Identifier **D571YPMNW8E5**

TO: **City of Waterloo, Iowa, Iowa**

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated **May 15, 2026,** for a grant of federal funds for a project at or associated with the **Waterloo Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Waterloo Regional Airport** (herein called the "Project") consisting of the following:

Replace/Upgrade Airport Lighting Control Monitoring System (ALCMS)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in

consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five Percent (95%) of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$112,100.00.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $0 for planning

   $112,100.00 for airport development or noise program implementation; and,

   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this Grant Agreement.

   b. Budget Period:

      i. For a single year Grant Offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year Grant Offer, per the authority provided in 49 U.S.C. § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year Grant Offer (See Multi-Year Grant Special Condition, if applicable).

   c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 U.S.C. § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as requested by the agreement;

3. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

4. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
5. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

6. The recipient requests that the FAA terminate the agreement under this section; or
7. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 U.S.C. § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 U.S.C. Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this Grant Agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal Grant Agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its

information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique Entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

i. 15 percent; or

ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47109, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

a. PRIVATE SPONSORS. When the Period of Performance has ended, the sponsor must provide a copy of an audit of this award prepared in accordance with federal audit requirements to the applicable Airports District Office or Regional Office.

A sponsor expending less than $1,000,000 in federal awards and exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

b. PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph (2)(a) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph(ii)(a) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient is a private entity under this award:

a) is determined to have violated a prohibition in paragraph (2)(a) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs (2)(b) or (3)(a) of this grant, implements the requirements of 22 U.S.C. chapter 78, and is in

addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph (2)(a) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **December 11, 2013,** is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain

telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        (1) Additional conditions on the award;

        (2) Consistent with 49 U.S.C Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed

costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

(3) Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Protection of Runway Protection Zone - Airport Property. The sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the sponsor unless approved by the FAA.

33. Protection of Runway Protection Zone - Easement. The sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

34. Plans and Specifications Approval Based Upon Certification. The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

35. Buy American Executive Orders. The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Rodney N. Joel

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Waterloo, Iowa

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __[Iowa)____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**Waterloo Regional Airport**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of May 15, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Safiah Elahi, Traffic Operations Director
Traffic Operations Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving a Portable Temporary Traffic Signal 28E Agreement with Black Hawk County, in conjunction with the terms of an awarded Traffic Safety Improvement Program Grant, for shared usage of a set of Temporary Traffic Signals and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval Resolution.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

28E agreement with Black Hawk County, per IDOT TSIP Grant stipulations, for shared usage of a set of Temporary Traffic Signals.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 28E Agreement

PORTABLE TEMPORARY TRAFFIC SIGNAL
28E AGREEMENT

This Agreement, made and entered into this 19th day of May, 2026, by and between the City of Waterloo, Iowa, (hereinafter referred to as City), and Black Hawk County, Iowa, (hereinafter referred to as County) (collectively the Parties).

WHEREAS, City is a municipal corporation organized and existing under the laws of the State of Iowa, and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS, County is an Iowa County, existing under the laws of the State of Iowa, and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS, Parties find that joint and cooperative action will be to their mutual advantage and will promote more efficient use of taxpayer resources; and

WHEREAS, Parties desire to comply with terms of an Iowa Department of Transportation (hereinafter DOT) Traffic Safety Improvement Program Funding Agreement 2027-TS-005, project number CS-TSF-8155(792)-85-07, (hereinafter referred to as Equipment) whereby the City will purchase portable temporary traffic signals; and

WHEREAS, Parties believe that an agreement pursuant to Chapter 28E should be entered into with regard to the sharing of the Equipment.

NOW THEREFORE, the City and the County agree as follows:

1. Purpose. The purpose of this Agreement is to facilitate the sharing of one pair of pop up heavy duty traffic control trailers purchased and owned by the City.

2. Duration. The duration of this Agreement shall be for ten (10) years, commencing with the date of filing of this Agreement with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.

3. Administration. No Separate Entity. No separate legal or administrative entity shall be created for the governance or administration of the terms or subject matter of this Agreement.

4. Duties and Responsibilities of the Parties for the Project.

A. Equipment Sharing. The City agrees to make available the Equipment to the County upon request, provided it is not in use. Requests for the equipment shall be coordinated through the City. Approval shall be based on availability and the operational needs of the City. The City and County Agree to use the equipment in accordance with applicable standards and manufacturer recommendations.

B. Use and Costs. While in possession of the Equipment the County shall be responsible for its use, operation, and security. The County shall be responsible for any damage, beyond normal wear and tear, that occurs during the County's exclusive use of the equipment. Each party shall be responsible for its own costs associated with the transportation, setup, operation, and use of the equipment. No reimbursement shall be required by either part.

5. Insurance.

A. Workers' Compensation, Employer's Liability. All times during the term, Parties maintain Workers' Compensation Insurance covering their respective employees as required by law. Parties shall endorse their Workers' Compensation policies to add a Waiver of Subrogation in favor of the other party.

B. Commercial General Liability. At all times during the term of this Agreement, the City shall maintain a Commercial General Liability insurance policy naming the County as additional insured for bodily injury and property damage, including loss of use thereof, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the annual aggregate. These policies shall include contractual liability coverage. Such policies shall cover cancellation.

C. Fire or Other Casualty Loss. City shall insure the Equipment for loss or damage by fire and such other risks as may be included in the broadest form of extended coverage insurance from time to time available in an amount not less than 80% of the full insurable value, and shall pay the insurance premiums.

The term "full insurable value" shall mean the actual replacement cost, excluding foundation and excavation costs. All such insurance shall be obtained from insurers of recognized responsibility licensed to do business in the State of Iowa. All policies shall name City and County as additional insureds, on a primary and non-contributing basis. Parties shall be furnished with a copy of each policy specified under this Agreement. To the extent obtainable, all policies shall contain an agreement by the insurer that such policies shall not be canceled except upon thirty (30) days written notice.

D. Waiver of Subrogation Rights. Each of the parties hereby releases the other from any claim for recovery for any loss or damage to any of its property or for any liability which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver applies only when permitted by the applicable policy of insurance.

E. Delivery of Insurance Certificates. Upon the Effective Date and at each policy renewal date, each party shall furnish to the other parties an insurance certificate or renewal certificate evidencing all insurance required to be carried by that party in accordance with this Agreement.

6. Indemnification. To the extent permitted by law, all parties shall indemnify, defend, And hold harmless the other parties from any and all claims, damages, injuries, demands, settlements, suits, causes of action, and any other claimed damages, including reasonable attorney's fees, suit fees, and other costs associated therewith, arising out of the negligent actions or omissions of the indemnifying parties, employees or agents.

7. No Joint Obligation. The obligations of the City and the County under this Agreement are several obligations, and are not joint obligations.

8. Modification of the Agreement. The Parties acknowledge that from time to time it may be to their mutual advantage to modify the terms and conditions of this Agreement. No waiver, change, modification, or amendment to this Agreement shall be binding upon either party unless in writing and signed by all Parties. The waiver by any party to a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision or condition of this Agreement.

9. Termination Prior to Expirations of Term. This agreement may be terminated prior to the expiration of its term by mutual agreement of the Parties and with the consent of the DOT.

10. Notice. All notices, requests, claims, demands and other communications between the parties shall be in writing, and shall be given by delivery in person or by first class, registered or certified mail, postage prepaid. All notices shall be effective upon receipt, if notice is given by delivery in person, or on the fifth day following mailing t the other party at its respective address listed below:

To County:	To City:
Chair, Black Hawk County Board of Supervisors	Office of the Mayor
Black Hawk County Courthouse	Waterloo City Hall
316 E. Fifth Street, Suite 203	715 Mulberry Street
Waterloo, Iowa 50703	Waterloo, Iowa 50703

Each party shall advise the other of any change of address as to where notices shall be sent. Use of a known new address, following a known change of address for either party, shall not be construed as a failure of notice pursuant to this provision.

11. Binding Effect. The terms and conditions of this Agreement shall extend to and be binding upon the successor in interest of the respective parties thereto.

12. Entire Agreement-Amendment. This Agreement contains the entire understanding between the parties and cannot be changed or terminated orally, but only by an agreement in writing signed by both parties.

13. Severability. If any provisions of this Agreement are declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

Dated this 2nd day of June, 2026.

BLACK HAWK COUNTY, IOWA

By: _____
Linda Laylin, Chair
Black Hawk County Board of Supervisors

ATTEST:

_____
Karen Showalter, Black Hawk County Auditor

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

On this 2nd day of June, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Linda Laylin and Karen Showalter, to me personally known, and who, being by me duly sworn, did say that they are the Chair of the Black Hawk County Board of Supervisors and Black Hawk County Auditor; that said instrument was signed by them, on behalf of Black Hawk County, Iowa, and acknowledge the execution of this instrument is the voluntary act and deed of the County, by it and by them voluntarily executed.

CHERYL L HOSTETLER
COMMISSION NO. 769809
Iowa
MY COMM. EXPIRES 4 [illegible]
NOTARY SEAL

_____
Notary Public in and for the State of Iowa.

CITY OF WATERLOO, IOWA

By:_____
David Boesen, Mayor

ATTTEST:

_____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council as contained in the Resolution adopted by the City Council, under Council Action No. _____ of the City Council on the _____ day of _____, 2026, and that David Boesen and Kelley Felchle, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Todd Derifield, Leisure Services Director
Leisure Services Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

Resolution approving a Cooperative Services Agreement with USDA Wildlife Services to minimize wildlife-related property damage and risk to human health and safety, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Agreement

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Large amounts of bird droppings from crows, geese, and pigeons can spread numerous diseases, including salmonella, encephalitis, and histoplasmosis, to people in Waterloo's downtown, parks, and golf courses. The United States Department of Agriculture Wildlife Services have worked to control specified wildlife activities in Waterloo utilizing an Integrated Wildlife Damage Management approach over the last few winters. This agreement will allow the USDA to continue its efforts another year.

NEIGHBORHOOD IMPACT

Bird droppings in downtown areas will be minimized.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

010-37-4110-1390

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 2026 Cooperative Services Agreement with USDA
2. LincolnPark2
3. LincolnPark5
4. LincolnPark7

For APHIS Use Only		
WS-ER (6/20) Dates: 7/1/26-6/30/27	Agrmnt Total: $30,000.00	APHIS Agreement No.: 26-7219-8183-RA
Customer #: 0003117961	Period: 26XX	WBS: AP.RA.RX19.72.8183

COOPERATIVE SERVICE AGREEMENT
between
CITY OF WATERLOO
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 8353), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and City of Waterloo mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

   CITY OF WATERLOO: David Boesen, Mayor
   715 Mulberry St.
   Waterloo, IA 50703

   APHIS WS: Travis Guerrant, State Director
   USDA, APHIS, WS
   1714 Commerce Court, Suite C
   Columbia, Missouri 65202

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be David Boesen or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by David Boesen and the State Director.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

City of Waterloo agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with wild animals and birds. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by City of Waterloo. City of Waterloo will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). City of Waterloo will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. City of Waterloo ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the City of Waterloo authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.

4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

5. APHIS WS shall be responsible for administration and supervision of the program.

6. There will be no equipment with a procurement price of $5,000.00 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests related to project work.

8. City of Waterloo will not be connected to the USDA APHIS computer network(s).

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at City of Waterloo as described in the Work and Financial Plans.

2. Designate to City of Waterloo the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

4. To invoice City of Waterloo for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and City of Waterloo shall have the right to inspect and audit such records.

5. To coordinate with City of Waterloo before responding to any media requests related to project work.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event City of Waterloo does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

City of Waterloo Federal Taxpayer Identification Number (TIN) **42-6005327**

APHIS Federal Tax Identification Number (TIN) 41-0696271

CITY OF WATERLOO

BY: _____ _____

David Boesen, Mayor of Waterloo
715 Mulberry St
Waterloo, IA 50703

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

BY: _____ _____

Travis Guerrant, MO/IA State Director — Date
USDA, APHIS, WS
1714 Commerce Ct., Suite C
Columbia, MO 65202

BY: _____ _____

Keith Wehner, Eastern Regional Director — Date
USDA, APHIS, WS
920 Main Campus Drive
Raleigh, NC 27606

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. Wildlife Services' activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The City of Waterloo has requested APHIS WS's assistance to resolve human health and safety and property damage issues cause by American crows. Droppings from these birds accelerate the deterioration of buildings and increase the cost of maintenance. These birds may also carry and spread numerous diseases including, salmonella, encephalitis, and histoplasmosis to people through their droppings. Other species of concern may also be addressed at the request of the City of Waterloo.

Planned USDA, APHIS, Wildlife Services Activities

APHIS WS program, in cooperation with the City of Waterloo, will implement direct control activities on urban properties designated by the City of Waterloo in Waterloo, Iowa. WS will utilize an Integrated Wildlife Damage Management approach to reduce the presence of American crows, rock pigeons, and Canada geese. Control techniques may include, but are not limited to: trapping, effigy, laser, propane cannon, electronic scare devices, pyrotechnics, cannon netting, toxicant, and shooting (pellet rifle). APHIS WS personnel may also recommend habitat modification or exclusionary techniques that the City of Waterloo could implement if it was determined that it would be more effective in a particular situation. Non-lethal techniques will be primarily implemented and reinforced with limited lethal control.

Effective Dates

The cooperative service agreement shall commence July 1, 2026 and expire June 30, 2027.

ATTACHMENT B - FINANCIAL PLAN

For the disbursement of funds from

City of Waterloo - Waterloo, IA

to

USDA APHIS Wildlife Services

for

Minimizing wildlife-related property damage & risk to human health and safety

from

07/01/2026 TO 6/30/2027

Cost Element		Full Cost
Personnel Compensation		$19,397.51
Travel		$848.00
Other Services		$0.00
Supplies and Materials		$2,200.60
Equipment		$1,148.07
Subtotal (Direct Charges)		$23,594.18
Pooled Job Costs	11.00%	$2,595.36
Indirect Costs	16.15%	$3,810.46
Agreement Total		**$30,000.00**

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: $30,000.00

* APHIS charges Indirect Costs to recover administrative costs associated with performing program work. Such costs may include office expenses, billing and collections, computers, National Environmental Policy Act (NEPA) compliance, training, and other mandatory requirements in support of the program but not specific to work on individual projects.

Financial Point of Contact

City of Waterloo	Todd Derifield	Phone:	319-291-4370
		Email:	todd.derifield@waterloo-ia.org
APHIS WS:	Julie Quevreaux	Phone:	573-449-3033
		Email:	WSMOAdmin@usda.gov

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Rob Duncan, Chief of Police
Police Department

MEETING DATE

July 6, 2026

AGENDA ITEM TITLE

An Ordinance amending Waterloo City Code Section 5-2-9, Public Urination.

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. Public Urination 2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO CODE OF ORDINANCES BY REPEALING SECTION 9, PUBLIC URINATION, OF CHAPTER 2, GENERAL OFFENSES, TITLE 5, POLICE REGULATIONS, AND ENACTING IN LIEU THEREOF A NEW SUBSECTION 9, PUBLIC URINATION, OF CHAPTER 2, GENERAL OFFENSES, TITLE 5, POLICE REGULATIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That Section 9, Public Urination, of Chapter 2, General Offenses, Title 5, Police Regulations, is hereby repealed and a new Section 9, Public Urination, of Chapter 2, General Offenses, Title 5, Police Regulations, is enacted in lieu thereof as follows:

5-2-9: Urinating in Public:

It shall be unlawful for any person to urinate or defecate in or on any public or common property (including, but not limited to, streets, alleys, sidewalks, golf courses, pools or parks, excluding a public restroom) or to urinate or defecate in a place where the person could reasonably expect to be viewed by members of the public. Violation of this section shall be a municipal infraction, punished as provided in subsection 1-3-2C of this code. A first offense shall be punishable by a penalty of $100. A second or greater offense shall be punishable by a penalty of $500. (Ord. 4292, 4-27-1998)

Section 2. If any section, provision or part of this chapter shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this chapter as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 3. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED: _____, 2026
PASSED 1st CONSIDERATION: _____, 2026
PASSED 2nd CONSIDERATION: _____, 2026
PASSED 3rd CONSIDERATION: _____, 2026

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
David Boesen, Mayor

ATTEST:

_____
Kelley Felchle
City Clerk