THE CITY COUNCIL OF WATERLOO, IOWA
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, July 20, 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, Deb Berry, Ward 3 Council Member.

Approval of Agenda as proposed or amended.

Approval of Minutes of the July 6, 2026, Regular Council Session as proposed or amended.

CONSENT AGENDA

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

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

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

2. Resolution approving the request by Carrie and Jeremy Olds for tax exemptions on the construction of a new single-family home valued at $496,500.00, for property located at 1715 Red Tail Drive and located in the City Limits Urban Revitalization Area (CLURA).

3. Resolution approving the request by Eric and Kimberly Woodward for tax exemptions on the construction of a new townhouse valued at $369,900.00, for property located at 4182 Mystic Drive and located in the City Limits Urban Revitalization Area (CLURA).

4. Resolution approving the request of Mark Schreiner for a waiver for a concrete driveway, located at 116 Lillian Lane, with the elimination of the sidewalk section due to inability to meet grade requirements.

5. Resolution approving the request of Wayne Csukker for a waiver for a concrete driveway, located at 2201 Easton Avenue, and authorizing the construction of a concrete driveway and placing a driveway or sidewalk on the city right-of-way on an unimproved street.

6. Resolution setting the date of public hearing as August 3, 2026, for the sale and conveyance of 12,157 square feet of city-owned property at the north-west corner of Larkspur Drive and Cimmarron Lane, in the amount of $20,000.00 to E&C Investments, for the construction of a new single-family home including a Development Agreement and Minimum Assessment Agreement of $430,000.00, and instruct the City Clerk to publish notice.

7. Resolution setting the date of public hearing as August 3, 2026, for the sale and conveyance of 1050 Evergreen Avenue, 520-522 Archer Avenue, and 1228 Columbia Street to Rock Star Real Estate, LLC in the amount of $45,000.00, including a Development Agreement, and the City acquiring three parcels along Randall Street near 613 Randall Street from Rock Star Real Estate, LLC for $37,500.00, including a purchase price reimbursement payment of $15,000.00, and an infill grant of $20,000.00 for the rehab of the two single-family homes and one twin home, and instruct the City Clerk to publish notice.

8. Resolution setting date of public hearing as August 3, 2026, for adopting the Hazard Mitigation Plan 2026 Update, and instruct the City Clerk to publish notice.

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

10. Resolution approving Amendment No. 4 to a Professional Services Agreement with INVISION Architecture, to update the city representative information for the Interim Building Official with no change to costs or terms of the agreement, for the renovation design of 100 E. 4th Street New Waterloo City Hall project, and authorizing the Mayor to execute said amendment.

    Submitted by: Noel Anderson, Community Planning and Development Director

11. Motion to approve Change Order No. 01 with K & W Electric, Inc., of Cedar Falls, Iowa, for

a net increase of $29,400.00, in conjunction with Ansborough Avenue Traffic Adaptive Project, Contract No. 784, and authorize the Mayor and City Clerk to execute said document.

12. Motion to approve Change Order No. 01 with Peterson Contractors, Inc., of Reinbeck, Iowa, for a net increase of $98,194.53, in conjunction with FY 2026 Parkview Manor and W. 3rd Street Detention Basin, Contract No. 1137, and authorize the Mayor and City Clerk to execute said document.

13. Motion to approve Recycling Yard License applications as listed in Exhibit A.

14. Motion to approve the hiring of **Jake Schaefer** from the current Civil Service List to the position of Young Arena Manager in the Leisure Services Department, effective August 17, 2026.

15. **Jack Good,** Board/Commission: Metropolitan Transit Authority, Expiration Date: July 20, 2029, New appointment.

16. **Shannon Bass,** Board/Commission: Metropolitan Transit Authority, Expiration Date: June 30, 2029, Reappointment.

17. **Lon Kammeyer,** Board/Commission: Metropolitan Transit Authority, Expiration Date: June 30, 2029, Reappointment.

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

19. Motion to receive and file Complete Streets Committee minutes of February 2026

20. Motion to receive and file Historic Preservation Commission minutes of May and June 2026.

21. **Liquor Licenses**
    7 Star Liquor & Tobacco, 2844 University Ave., Class E w/Sunday Sales, (Renewal) Exp. 07/24/2026.
    Cedar Ridge Vineyard, 306 E. 4th Street, Class C w/Sunday Sales, (5-Day) Exp. 08/04/2026.
    Fester's Pub, 324 E. 4th Street, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp. 07/21/2026.
    Lighthouse Lounge, 1307 W. 5th Street, Class C w/Sunday Sales, (Renewal) Exp. 06/28/2027.
    LJ's Neighborhood Bar & Grill, 3550 Kimball Avenue, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp. 06/29/2027.
    LoLo Food Market, 1916 E. Mitchell Avenue, Class B w/Sunday Sales, (Ownership Updates) Exp. 06/30/2026.
    Olive Garden, 1315 E. San Marnan Drive, Class C w/Sunday Sales (Renewal) Exp. 05/28/2027.
    Prime Mart 7, 1309 Lafayette Street, Class C w/Sunday Sales, (Renewal) Exp. 06/12/2027.
    Riverloop Expo Plaza, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp. 07/02/2027.
    Singlespeed Brewing Co., Class C w/Outdoor Service and Sunday Sales, (Temporary Outdoor Service) Exp. 08/09/2026.
    Walgreens #07455, Class E w/Sunday Sales, (Renewal) Exp. 06/16/2027.

Yesway #1022, 1976 Franklin Street, Class B, w/Sunday Sales, (Renewal) Exp. 07/12/2027.

22. **Cigarette/Tobacco/Nicotine/Vapor Permits**
Kwik Stop 3, 1104 Washington Street (Retail Tobacco).
Placo Smoke & Vape Shop, 1010 E. Mitchell Avenue, Ste. 8 (Retail Tobacco).
Shwe Nyiko Martket, 911 Commercial Street (Retail Tobacco).
Vape Time, 2829 University Avenue (Retail Tobacco).

23. Bonds.

PUBLIC HEARINGS

1. FY27 Funding Recommendations for the FY27 Waterloo/Cedar Falls HOME Consortium.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Resolution approving the FY27 funding recommendations for the Waterloo/Cedar Falls HOME Consortium Annual Action Plan with Community Development of Waterloo, Iowa, and authorizing the Mayor and City Clerk to execute said document.
Resolution approving the submission of the FY27 Annual Action Plan to the U.S. Department of Housing and Urban Development on or about July 30, 2026.

Submitted by: Angie Fordyce, Community Development Coordinator

2. Demolition and Site Clearance Serives with Regulated Asbestos-Containing Materials, Contract No. RD-2026-06-05P.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file, and instruct the City Clerk to read bids.
Resolution approving the award of bid to Lehman Trucking & Excavating, Inc., of Waterloo, Iowa, in the amount of $93,009.00, approving the contract, bond, and certificate of insurance, in conjunction with Demolition and Site Clearance Services with Regulated Asbestos-Containing Materials, Contract No. RD-2026-06-05P, and authorizing the Mayor and City Clerk to execute said documents.

Submitted by: Noel Anderson, Community Planning and Development Director

3. Asbestos Abatement Services, Contract AB-2026-06-01P (1442 Sycamore Street, former Rath buildings).

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

Submitted by: Noel Anderson, Community Planning and Development Director

4. **FY 2023 Cattle Congress Sanitary Sewer Lift Station Reconstruction, Contract No. 1075.**

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

   Submitted by: Randy Bennett, Public Works Division Manager

RESOLUTIONS

1. Resolution approving a revised fee schedule for Fire Department inspection, testing, and maintenance reven fees from $20.00 to $25.00 and implement a fee of $10.00 to include fire extinguishers and emergency exit lighting systems as requested by the Fire Department.

2. Resolution approving the FY2027 Ambulance Fee Schedule.

   Submitted by: Jason Hernandez, Medical Supervisor

3. Resolution approving a 30-Day No-Cost Pilot Agreement with Omnisight of Charleston, South Carolina, for adaptive signal timing management, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Safiah Elahi, Traffic Operations Director

4. Resolution approving a Professional Services Agreement with Vandewalle & Associates, Inc., in the amount of $72,000.00, in conjunction with the Downtown Master Plan Implementation, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

5. Resolution approving a Memorandum of Understanding with Black Hawk County to enter into a Development Agreement for the exchange of properties between the City of Waterloo and Black Hawk County for the Black Hawk County Road Department expansion, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

6. Resolution approving a Development Agreement with Dhani RE Investments, LLC for the construction of a new single family home at 136 Janney Avenue, including a $5,000 infill grant, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

7. Resolution approving the Audit Engagement Letter with BerganKDV for the fiscal year ending June 30, 2026, and authorizing the Mayor to execute said document.

Submitted by: Bridgett Wood, Finance Director

8. Resolution approving a Professional Services Agreement with AECOM, Inc., of Waterloo, Iowa, in an amount not to exceed $196,500.00, for design-related services in conjunction with the River Wall Restoration and Floodwall Tie Off Safety Conditions, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Jamie Knutson, City Engineer

ORDINANCES

1. **An ordinance amending the City of Waterloo Code of Ordinances by repealing and replacing Section 541 Increasing Speed Limits in Certain Areas.**

   Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing and replacing Section 541 Increasing Speed Limits in Certain Areas (25) Fourth Street in its entirety and enacting in lieu thereof a new Section 541 Increasing Speed Limits in Certain Areas (25) Fourth Street.
   Motion to suspend the rules.
   Motion to consider and pass for the second and third times and adopt said ordinance.

   Submitted by: Safiah Elahi, Traffic Operations Director

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

   Motion to receive, file, consider, and pass for the second 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 third time and adopt said ordinance.

   Submitted by: Rob Duncan, Chief of Police

ADMINISTRATIVE HEARING

1. **Hearing on sale of tobacco to a minor, first offense, for Bamboo Ridge Campground, 4550 LaPorte Road.**
   Motion to open the hearing.
   Motion to close the hearing.
   Order assessing $300.00 civil penalty to Bamboo Ridge Campground, 4550 LaPorte Road, Waterloo, Iowa 50701, for sale of tobacco to a minor, first offense.

2. **Hearing on sale of tobacco to a minor, first offense, for Cork's Grocery, 1956 Lafayette Street.**
   Motion to open the hearing.
   Motion to close the hearing.
   Order assessing a $300.00 civil penalty to Cork's Grocery, 1956 Lafayette Street, Waterloo, Iowa 50703, for sale of tobacco to a minor, first offense.

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

July 6, 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, July 6, 2026.

Pre-Meeting Items

Roll Call.

Mayor Dave Boesen in the Chair. Mr. Schmitt, Mr. Morrow, Ms. Berry, Mr. Salamanca, and Mr. Simon. Ms. Creighton-Smith and Mr. Martin were absent.

Prayer or Moment of Silence.

Pledge of Allegiance, Dave Morrow, Ward 2 Council Member.

Approval of Agenda as proposed or amended.

Simon/Salamanca
that the agenda as amended, by removing Consent Agenda items #22 and #26 to be considered separately, be approved. Voice vote-Ayes: Five. Motion carried.

Approval of Minutes of the June 15, 2026, Council Regular Session, as proposed or amended.

Simon/Salamanca
that the minutes of the June 15, 2026, Council Regular Session, as proposed, be approved. Voice vote-Ayes: Five. Motion carried.

CONSENT AGENDA

Simon/Salamanca
that the following items on the consent agenda be received and placed on file, including the payment of bills for June 22, 2026, in the amount of $2,900,890.41, June 29, 2026, in the amount of $4,517,184.70 and July 6, 2026, in the amount of $6,554,807.67. Roll Call vote-Ayes: Five. 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: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-338.

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).

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor

assigned No. 2026-339.

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).

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-340.

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).

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-341.

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).

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-342.

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).

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-343.

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).

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-344.

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).

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-345.

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).

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-346.

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).

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-347.

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).

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-348.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-349.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-350.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-351.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-352.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-353.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-354.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-355.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-356.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-357.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-358.

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

This item was removed by amendment for separate discussion.

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.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-359.

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.

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.

This item was removed by amendment for separate discussion.

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.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-360.

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.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-361.

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.

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.

Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor

assigned No. 2026-362.

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.

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.

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.

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.

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.

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.

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

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

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.

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).

Bonds.

Item #22.
Morrow/Simon
Resolution approving Experience Waterloo Board recommendation for funding FY2027 Quarters 1 and 2 Hotel-Motel Grants.

Mr. Morrow asked for someone from Experience Waterloo to provide an overview of the agenda item.

Mayor Boesen noted that nobody from Experience Waterloo was present to speak to the item.

Mr. Morrow asked to table the item.

Morrow/Salamanca
to table the item until the July 20, 2026, regular council meeting. Roll Call vote-Ayes: Five. Motion carried.

Item #26
Morrow/Simon
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. Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-363.

Mr. Morrow asked what the city received for 3.4 million dollars.

Jamie Knutson, City Engineer, explained that it was for new roads, sewer, sanitary sewer, storm sewer, lot grading, electrical and gas out at the W.A.R.P. industrial park.

PUBLIC HEARINGS

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

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

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

Schmitt/Simon
to close the hearing. Voice vote-Ayes: Five. Motion carried.

Schmitt/Berry
Resolution confirming approval of specifications, bid documents, form of contract, etc., and authorizing to proceed. Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-364.

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

Estimate: $334,000.00
REW Services, Des Moines, IA - 5% - $386,767.00
Advanced Environmental, Waterloo, IA - 5% - $274,000.00

Schmitt/Berry
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 document. Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-365.

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.

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

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

Morrow/Schmitt
to close hearing. Voice vote-Ayes: Five. Motion carried.

Morrow/Schmitt
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. Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-366.

RESOLUTIONS

Resolution approving the FY2027 Ambulance Fee Schedule Increases.

Simon/Salamanca

Mr. Simon questioned if insurance covers ambulance fees for most people, and when was the last time rates were increased.

Brock Weliver, Fire Marshall, commented that the Medical Supervisor would be able to answer that.

Kelley Felchle, City Clerk, shared that the fees come to council annually for an update.

Mr. Simon asked if this could be tabled for two weeks to get that information.

Salamanca/Morrow
to table for two weeks. Roll Call vote-Ayes: Five. Motion carried.

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.

Simon/Salamanca
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-367.

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.

Simon/Salamanca
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-368.

Mr. Salamanca requested an overview of the item.

Rob Duncan, Police Chief, provided an overview of the item.

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.

Salamanca/Simon
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-369.

Mr. Morrow commented that he has had various discussions with existing businesses downtown and asked if a representative from Main Street Waterloo could share what plans they have for businesses that have been here for a while.

Jessica Rucker, Main Street Waterloo, shared that they offer the same support to both new and existing businesses, such as technical services, marketing, hosting events, ribbon cutting for an anniversary, etc.

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.

Salamanca/Simon
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-370.

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.

Salamanca/Simon
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-371.

Forest Dillavou, 1725 Huntington Road, questioned if the city is paying for the fence and asked why.

Noel Anderson, Community Planning and Development Director, explained that the fence was

damaged during the demolition. He shared that the damage was reviewed by the city and determined that it would likely be an issue throughout the demolition process. Staff asked the property owner to get two quotes for fence replacement and the cost for the agreement reflects one of the quotes.

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.

Morrow/Berry
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-372.

Mr. Simon asked where the charging stations would be and if there was a need for charging stations.

Noel Anderson, Community Planning and Development Director, shared that a couple of years ago the federal government offered a grant to put in charging stations. The location will likely be near the intersection of Lafayette and Park Avenue. He shared that with the Black's Building becoming a hotel, they are looking at whether the charging stations could be located inside the hotel ramp.

Mr. Simon clarified that the project is paid for by the grant.

Noel Anderson confirmed and explained the cost of the grant administration.

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.

Morrow/Berry
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-373.

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.

Morrow/Berry
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-374.

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.

Berry/Salamanca
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-375.

Mr. Salamanca asked for an overview.

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

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.

Berry/Salamanca
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-376.

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.

Berry/Salamanca
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-377.

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.

Simon/Berry
Roll Call vote-Ayes: Five. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-378.

David Dryer, 3145 W. 4th Street, questioned what method would be used to eradicate the crows.

Travis Nichols, Park Superintendent, provided an overview of the methods used to eradicate crows from downtown.

Mr. Simon questioned where the company doing the work is from.

Travis Nichols explained that the USDA sends in a team to carry out the crow mitigation.

ORDINANCES

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

Salamanca/Simon
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. Roll Call vote-Ayes: Five. Motion carried.

Salamanca/Berry
to suspend the rules. Roll Call vote-Ayes: Five. Nays: Two (Creighton-Smith and Martin). Motion failed.

PUBLIC COMMENTS

Blake Smith, 221 Gilbert Street / Jessica Rucker, Main Street Waterloo / Rebecca Shock, 821 Bishop / Renae Carson, 1108 Vine
Beverly Cosby, 315 Wendell Ct / Carol Tjaden, 147 Summit Avenue / Carolyn Harbaugh Bellfy, 5036 Ansborough / Darlington Debah /
Laura Benson, 1674 Michigan Drive / Chris Schmitz, 800 W. 4th Street / Don Styles, 1657 Golden Valley Drive / Maverick Blanchan, 1103 Wellington / Aimee Ellingson, 810 Conger Street / Scarlett Hauser, 2022 Kimball / Aaron Stacey Roberts, 411 Almond

Simon/Schmitt
to close public comments and receive and file oral comments. Voice vote-Ayes: Five. Motion carried.

Mr. Simon commented on the research he has conducted on data centers and expressed that this is an issue that he cares about.

Mr. Morrow commented that he held a ward meeting and brought in a gentleman that worked at a data center to speak to the public.

Ms. Berry shared that the next step for the data center is to go before the planning and zoning commission meeting in August or September. She further commented that she had a discussion with the Mayor about the future of the Human Rights Department and shared that he has no plans to dissolve the commission and is still working on filling the vacant positions.

Mr. Salamanca thanked the Waterloo Center for the Arts for the soccer event they held last week. He further commented that processes are in place for a reason and goes out of his way to talk to people. He added that he will return to having ward meetings in August. He asked people to email him if they have any questions about the data center and welcomed the opportunity to have a conversation. He expressed strongly that he would not tolerate people screaming, name-calling, vulgarity, etc.

Mayor Boesen provided background on how the pieces came together in a very short time to make the broadcast of the soccer game at the amphitheater an incredible event. He thanked the Exchange Club, the Americans for Independent Living, and the countless volunteers who helped with the 1776 flag presentation at the Veterans Memorial Hall and the Vietnam Veterans Memorial, as well as Main Street Waterloo, Cultural & Arts, city staff and volunteers who helped make the Red White & Loo fireworks a success.

Ms. Berry shared that as part of the Liberian Independence Celebrations, the Liberian soccer team competed and it was a fabulous event.

ADJOURNMENT

Salamanca/Simon
that the council adjourn at 6:45 p.m. Voice vote-Ayes: Five. 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 20, 2026

AGENDA ITEM TITLE

Resolution approving the request by Carrie and Jeremy Olds for tax exemptions on the construction of a new single-family home valued at $496,500.00, for property located at 1715 Red Tail Drive and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

AUDUBON HILLS SECOND ADDITION LOT 12

ATTACHMENTS

1. 1715 Red Tail Dr CLURA Form
2. 1715 Red Tail Dr CLURA Map

For Office Use Only	
Date Received	7/1/2026
Received by	AT
Staff to make a copy for applicant	

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

Please 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: Carrie + Jeremy Olds **SIGNATURE:** [signature]

ADDRESS: 1715 Red Tail Dr. **EMAIL:** jeremy.olds@att.net

TELEPHONE: 847-814-2009 **DATE:** 7/1/2026

A. What is the *Address* of the property being improved? 1715 Red Tail Dr.

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

Audubon Hills Second Addition Lot 17

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

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

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

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)? New Construction

D. What was the cost of the new construction? 496,500

E. Estimated or actual date of completion of this new construction? 8/1/2025

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: WAB589 Date permit was issued: 12/31/2024 Total permit(s) valuation: 232,000

CITY OF WATERLOO

____ APPROVED DATED: ____ RESOLUTION NO: ____

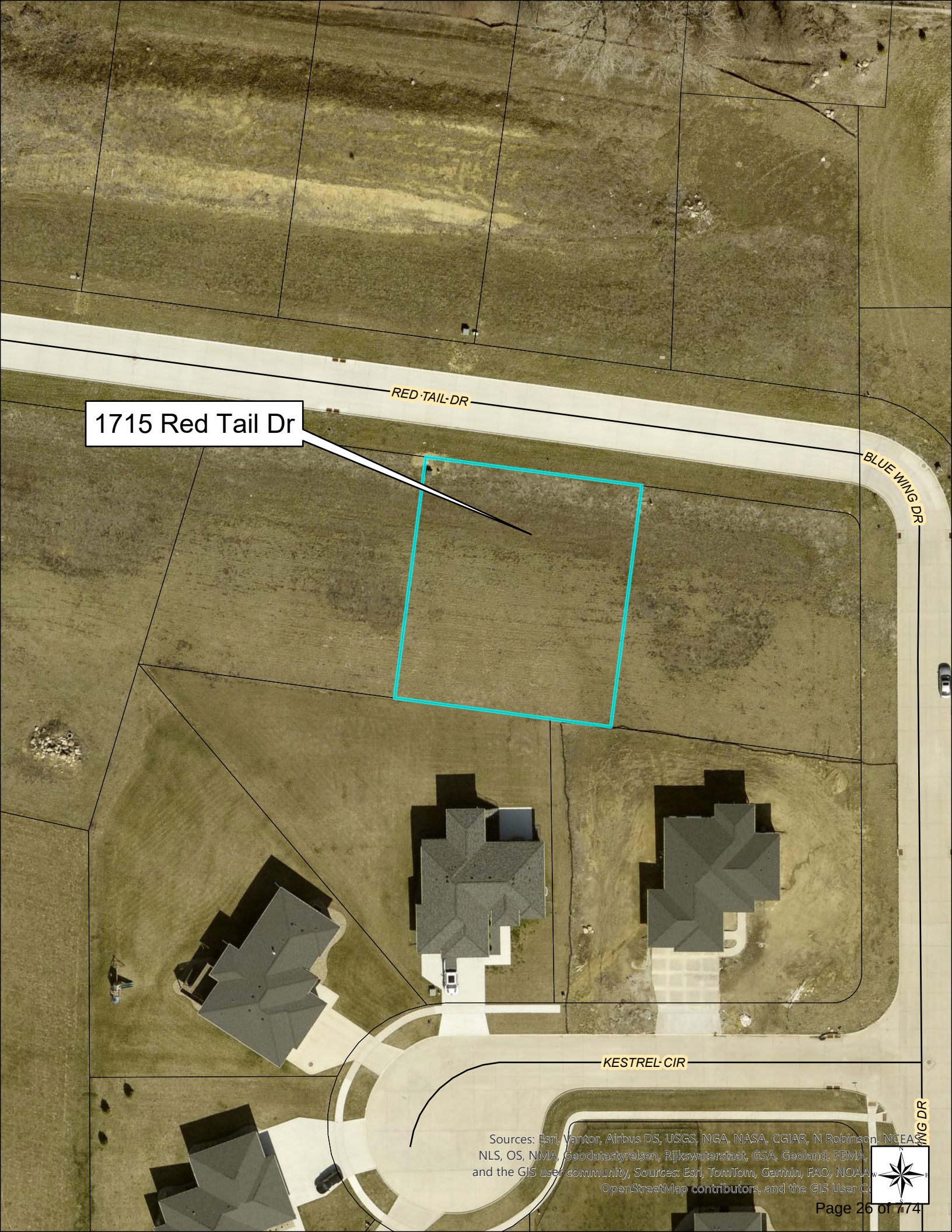
____ DENIED

BLACK HAWK COUNTY ASSESSOR

____ APPROVED DATED: ____

____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor


1715 Red Tail Dr
RED TAIL DR
BLUE WING DR
KESTREL CIR
BLUE WING DR
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 20, 2026

AGENDA ITEM TITLE

Resolution approving the request by Eric and Kimberly Woodward for tax exemptions on the construction of a new townhouse valued at $369,900.00, for property located at 4182 Mystic Drive and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

PRAIRIE MEADOW ESTATES FIRST ADD LOT 49

ATTACHMENTS

1. 4182 Mystic Dr CLURA Form
2. 4182 Mystic Dr CLURA Map

For Office Use Only

Date Received: 1/30/2026
Received by: AT
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

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

NAME: Eric + Kimberly Woodward **SIGNATURE:** Kimberly Woodward

ADDRESS: 4182 Mystic DR. Waterloo, IA 50702 **EMAIL:** woodwardkim89@icloud.com

TELEPHONE: 319-404-5089 **DATE:** 6/30/2026

A. What is the *Address* of the property being improved? 4182 Mystic DR.

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

Prairie Meadows Estates First Edition Lot 49

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)?
New townhouse

D. What was the cost of the new construction? $369,900.00

E. Estimated or actual date of completion of this new construction? June 26, 2026

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

Permit Number: WA06731 Date permit was issued: 11/06/2025 Total permit(s) valuation: 130,000

CITY OF WATERLOO

_____ APPROVED DATED: _____ RESOLUTION NO: _____

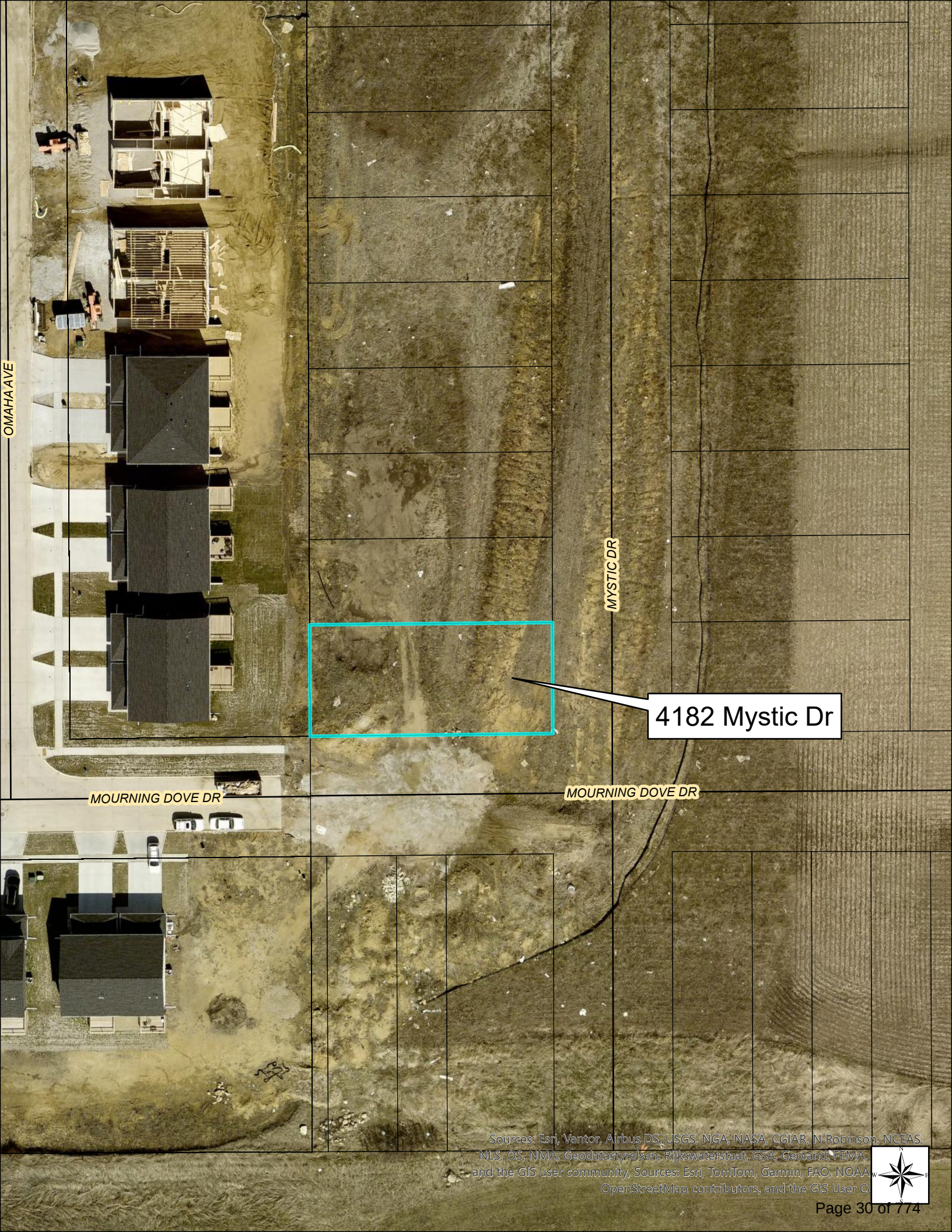
_____ DENIED

BLACK HAWK COUNTY ASSESSOR

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


OMAHA AVE
MYSTIC DR
4182 Mystic Dr
MOURNING DOVE DR
MOURNING DOVE DR
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

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Resolution approving the request of Mark Schreiner for a waiver for a concrete driveway, located at 116 Lillian Lane, 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 116 Lillian Lane.

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

RIDGEWAY HEIGHTS LOT 36

ATTACHMENTS

1. DW Waiver_116 Lillian Ln

WAIVER

Date: July 7, 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~~)

116 Lillian Lane.
(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,

Mark Scott Schreiner
Printed Name of Property Owner

Mark Scott Schreiner
Signature of Property Owner

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Resolution approving the request of Wayne Csukker for a waiver for a concrete driveway, located at 2201 Easton Avenue, and authorizing the construction of a concrete driveway and placing a driveway or sidewalk on the city right-of-way on an unimproved street.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Recommend for approval by the City Engineer.

This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street.

I have reviewed this request and recommend its approval subject to the following provisions.
1.Work to be performed by an approved and bonded contractor.
2.A permit is to be obtained from the office of the City Engineer prior to construction.
3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo.

$7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.

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

Lots 41, 42, and 43 and that part of Tract "B" lying South of the North line of Lot 39, extended easterly to the East line of said Tract "B", all in Block 111, Riverview Addition in the City of Waterloo, Iowa.

ATTACHMENTS

1. DW Waiver_2201 Easton Ave

WAIVER

Date: 6/26/26

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

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

2201 Easton Ave.
(Address)

This waiver is needed because of:

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

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

_____ elimination of the sidewalk section for asphalt driveways.

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

_____ Other: _____

I agree to the following:

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

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

Respectfully submitted,

Wayne Csukker
Printed Name of Property Owner

Signature of Property Owner

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	July 20, 2026

AGENDA ITEM TITLE

Resolution setting the date of public hearing as August 3, 2026, for the sale and conveyance of 12,157 square feet of city-owned property at the north-west corner of Larkspur Drive and Cimmarron Lane, in the amount of $20,000.00 to E&C Investments, for the construction of a new single-family home including a Development Agreement and Minimum Assessment Agreement of $430,000.00, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

E&C Investments is proposing to purchase a 12,157 square foot developable lot at the corner of Larkspur Drive and Cimmarron Lane in South Waterloo from the City of Waterloo for $20,000. The new single family home is proposed to be two stories and approximately 2,216 square feet. The minimum assessed value for the home is $430,000.

The City of Waterloo will provide a $5,000 purchase price reimbursement payment and a $5,000 infill grant after the home is completed. The home will also be eligible for the CLURA tax abatement program.

NEIGHBORHOOD IMPACT

The new construction home would appear to have a positive impact on the neighborhood by adding a home to a currently vacant developable site.

There has been opposition by the neighbors for the construction of a new home on this property. The neighbors have expressed interest in a park on this lot, (see attached petition from 2022) however the City does not plan to construct another park in this area, and the neighbors were provided opportunity to bid on the property so that they would own and maintain the property, but they did not elect to submit a bid.

DATA, ANALYSIS, AND STRATEGIES

Economic Development and Infill

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Nuisance Abatement/Infill Housing Bonds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Parcel "Y" of the Southeast 1/4, Section 13, Township 88 North, Range 13 West, City of Waterloo, Black Hawk County, Iowa, as per survey recorded as document number 2019-17389 in the Black Hawk County Recorder's Office.

ATTACHMENTS

1. DA - E&C v3 - signed
2. Aerial Map
3. Property Taxes Map
4. Petition_Westdale_Citizens_Opposed to Residential Partial on Tract A_SIGNED
5. Plat Parcel Y 13-88-13

Prepared By: Austin J. McMahon, McMahon Law Office, PLC, 3356 Kimball Ave, Waterloo, IA (319) 266-5743

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of this _____ day of _____ 202__, by and between E&C Investments, LLC (the “Company”) and the City of Waterloo, Iowa (the “City”).

RECITALS

A. Company is willing and able to finance development and improvements on certain real property legally described in Exhibit A (the “Property”) and within the City of Waterloo, Iowa.

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

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property (Exhibit A) to Company in its as-is condition for the sum of $20,000.00 (the "Purchase Price"). Conveyance shall be by quitclaim deed and subject to:(a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements sending the Property; (c) restrictions imposed by the City zoning ordinances and other applicable law; and (d) any reversionary rights held by City under the terms of this Agreement. City makes no representation or warranty as to the condition of the Property or its suitability for Company's purposes. Company is responsible to conduct its own due diligence and inspections. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Improvements (defined below), which may take the form of a lending commitment letter. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation and return the abstract of title to City. Closing shall occur at a time mutually agreeable to the parties.

2. **Improvements by Company.** Company shall develop or construct a single-family residence and incidental infrastructure or features, such as landscaping, water detention, paving, signage, and parking, on the Property (collectively, the “Improvements”). The Improvements shall be completed in accordance with the drawings and plans submitted to, and approved by, the City and which are appended to this Agreement as Exhibit B. Furthermore, Company agrees that the Improvements shall be constructed in compliance with the terms of this Agreement, the urban renewal plan applicable to the Property, and all applicable City, state, and federal law and regulations, including building codes. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed, including but not limited to final permit inspections. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the “Project.”

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

If any material modification in the scope, scale or nature of the Plans is proposed,

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

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

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

4. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to convey the Property to Company and that without said commitment City would not do so.

A. Deadlines to Commence and Complete. Company must obtain all required permits or licenses and begin development or construction of the Improvements within four (4) months from the date that the City conveys the Property to Company (the “Commencement Date”). Company must Substantially Complete development or construction within fourteen (14) months from the date of conveyance (the “Completion Deadline”). For purposes of this Agreement, “Substantially Completed” means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and

the City has verified that any Project element for which no permit was necessary has been Substantially Completed. All deadlines are subject to Unavoidable Delays as described below. The City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements. Any additional or longer extensions will require approval and consent of the City Council.

B. Events Triggering Termination and/or Reverter of Title. If Company does commence or does not Substantially Complete development or construction of the Improvements in accordance with the deadlines stated above, then, subject to Unavoidable Delays, then City may terminate this Agreement as set forth in Section 18 of this Agreement, and City shall then have no further obligation to Company under this Agreement. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of extreme weather such as ice, ground freezing, and other conditions that restrict construction, as well as an Act of God, war, civil disturbance, court order, labor dispute, fire, pandemic, governmental mandates (local, state or federal), delays in City approvals, or other cause beyond the reasonable control of Company (each an “Unavoidable Delay”), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay. If City terminates this Agreement, City shall have no further obligations to Company under this Agreement, including but not limited to, any legal or equitable obligation to reimburse Company for any costs expended by Company with respect to the Project or to compensate Company for any value added to the Property by any Improvements. In connection with termination of the Agreement as set forth herein, City may demand reimbursement of any sums paid to or for the benefit of Company in connection with the Project, in addition to exercising any other available remedies.

5. **Reverter of Title; Indemnity.** If City terminates this Agreement, then Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property conveyed back to City. In connection with any reverter of title, Company shall not be entitled to, or otherwise recover any amounts paid to City to acquire property or other amounts it expended for the Improvements, Project, or other activities.

Appointment of Attorney in Fact: If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company’s behalf and as its attorney-in-fact, the special warranty deed or other documents required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or

incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. The foregoing indemnity shall include the cost of removing any improvements constructed by Company and reverting the Property to substantially the same condition as of the date of conveyance, but shall not include any consequential damages or perceived damages such as lost opportunities for another user. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to, reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

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

7. **Utilities.** City will be responsible for extending water and sanitary sewer to the Property and for payment of any associated connection fees. Company shall be responsible for extending any other utilities or services to the Property such as, but not necessarily limited to, telephone, telecommunications, electricity, and gas. Company shall be responsible for payment of any associated connection fees other than for water and sanitary sewer.

8. **City Incentives.** Within sixty (60) days of substantial completion of the Improvements, including completion of any required inspections and issuance of a certificate of occupancy, the City shall remit an infill grant to Company in the amount of $5,000.00, and shall remit a partial purchase price reimbursement in the amount of $5,000.00.

9. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "C" it will not seek or cause a reduction in the assessed value for the Property as improved by the Improvements pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $430,000.00 (the "Minimum Actual Value"), through:

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

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

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

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

10. **Limitations on Payments.** The payment of any incentive by City to Company under the terms of this Agreement is subject to annual appropriation by the city council each fiscal year. The City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, to ensure that City's obligation to make payments to Company shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for payment.

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

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

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements. However, in no event shall Company be required to submit a report more frequently than once every thirty (30) day period.

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

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

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

F. The Property will have an assessed value as set forth in the MAA and any amendments thereto, and Company agrees that the minimum actual value of the

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

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

H. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Property conveyed to it. Until the MAA termination date, Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

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

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

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

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

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

B. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted,

and to enter into and perform its obligations under this Agreement.

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

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

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

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

14. **Indemnification and Releases.**

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

B. Except for any Willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties

harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and conditions of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property.

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

15. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or Project area, all of which must be completed within 90 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 90-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

16. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement. Notwithstanding the foregoing, (a) Company may assign the Property to an affiliate of Company without prior approval of City provided (i) the assignee assumes the obligations of Company under this Agreement, (ii) the assignee shall receive all Rebates payable as of and after the date of assignment, and (iii) Company provides written notice of assignment to City within five (5) business days after execution of assignment and (b) Company may mortgage the Property to a lender as security for financing of Project improvements, but for no other purpose.

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

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

B. Transfer by Company of any interest (either directly or indirectly) in the

Improvements, any part of the Property, or this Agreement, without the prior written consent of City except as security for financing of Improvements or the Project;

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

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

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

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

18. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement upon a 30-day written notice. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Property as set forth in this Agreement.

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

C. Remedies under this Agreement shall be cumulative and in addition to

any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power. The remedies available to the City shall survive any termination of this Agreement.

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

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

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

22. **Notices.** Notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, and addressed:

(a) If to City, 715 Mulberry Street, Waterloo, Iowa 50703, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) If to Company, **Cesar Barrios**, 223 Willow Oak Drive Cedar Falls, Iowa 50613

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

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

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

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

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

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

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

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

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

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

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

E&C INVESTMENTS, LLC

By: _____
Cesar E. Barrios-Garcia
Managing Partner

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

On this _____ day of _____, 202__, before me, a notary public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, who being duly sworn ho being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF _____)
) **ss.**
COUNTY OF _____)

Subscribed and sworn before me on 7/10/2024, by **Cesar E. Barrios-Garcia, Managing Partner** of E&C Investments, LLC .

_____
Notary Public

NOTARIAL SEAL IOWA
ALYISSA KRISTEN LITTLE
COMMISSION NO. 866416
MY COMMISSION EXPIRES
JULY 29, 2028

EXHIBIT A

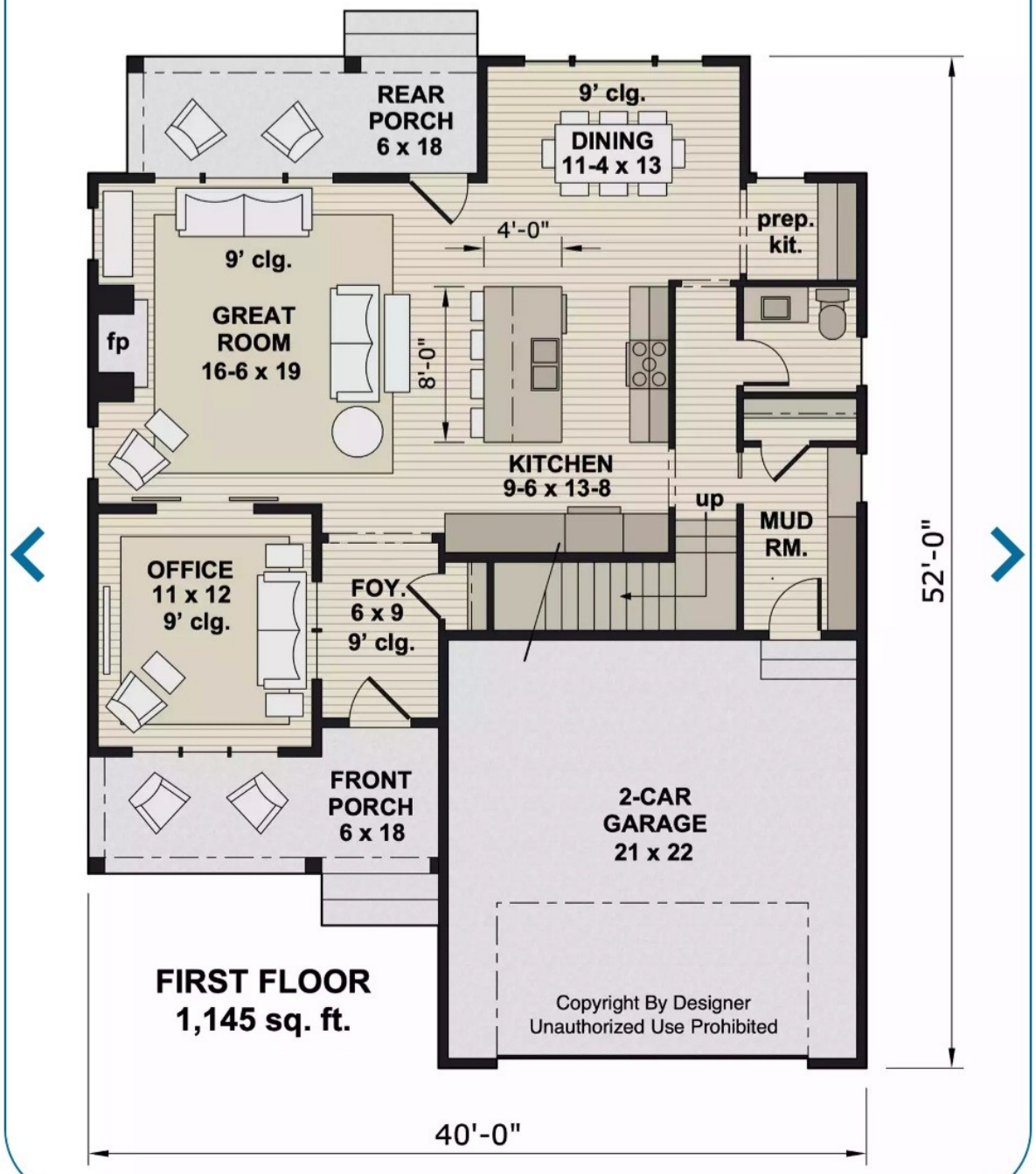
Description

That portion of Tract A, Westadale, City of Waterloo, Black Hawk County, Iowa, being more particularly described as follows:

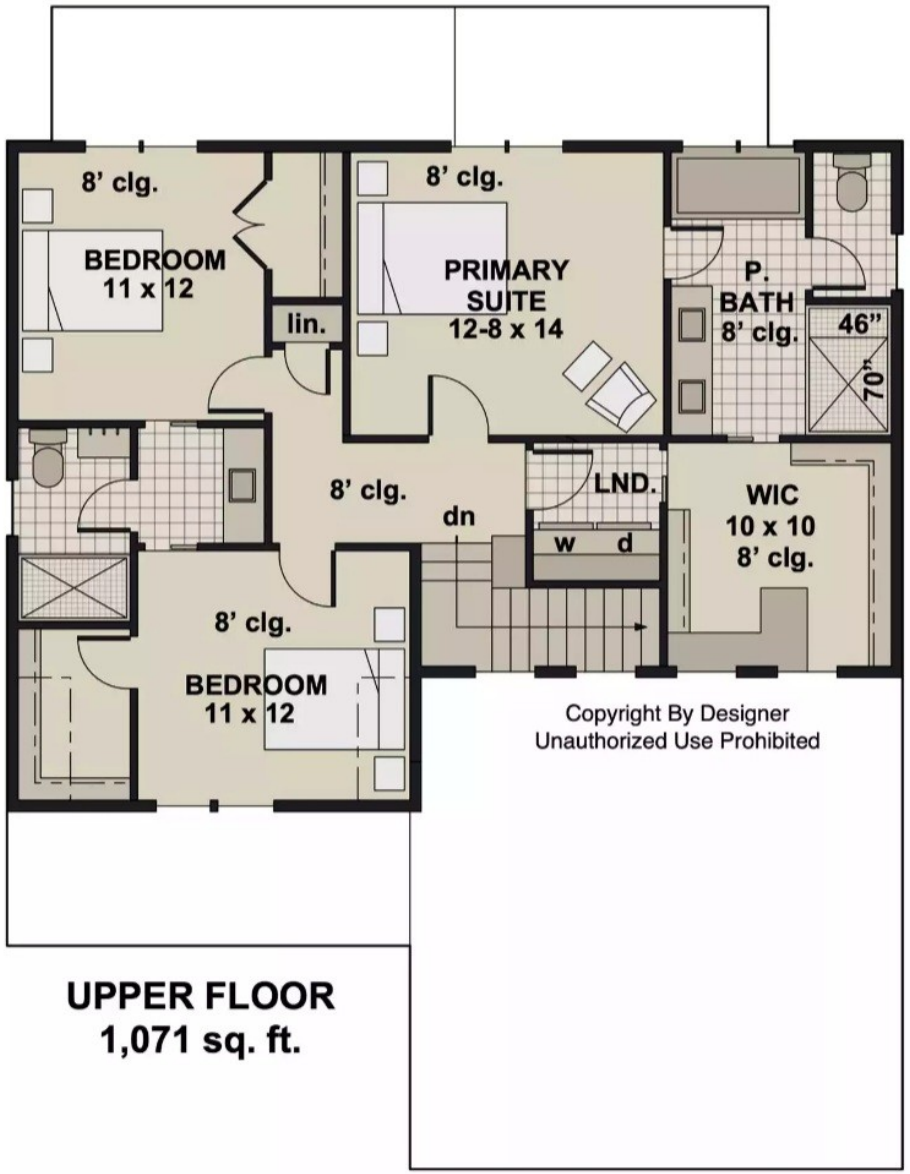
Beginning at the southeast corner of Tract A, Westdale; thence South 89°26'30" West 119.97 feet (platted as 120 feet) along the south line of Tract A to the southwest corner of said Tract, said corner also being the southeast corner of Lot 52, Westdale; thence North 00°37'47" West 101.35 feet (platted as 101.32 feet) along the east line of Lot 52 and west line of Tract A to the northeast corner of Lot 52; thence North 89°26'30" East 119.93 feet along a line parallel with the south line of Tract A to the east line of Tract A; thence South 00°39'16" East along said east line to the point of beginning, containing 12,157 square feet (0.28 acres), and subject to an easement over, under, and upon the east 55 feet for drainage and sewage purposes.

Copyright By Designer
Unauthorized Use Prohibited

1st Floor


REAR
PORCH
6 x 18
9' clg.
DINING
11-4 x 13
4'-0"
prep.
kit.
9' clg.
GREAT
ROOM
16-6 x 19
fp
8'-0"
KITCHEN
9-6 x 13-8
up
MUD
RM.
52'-0"
OFFICE
11 x 12
9' clg.
FOY.
6 x 9
9' clg.
FRONT
PORCH
6 x 18
2-CAR
GARAGE
21 x 22
FIRST FLOOR
1,145 sq. ft.
Copyright By Designer
Unauthorized Use Prohibited
40'-0"

2nd Floor



UPPER FLOOR
1,071 sq. ft.

EXHIBIT C

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the “Agreement”) is entered into as of this _____ day of _____, 202___, and among the CITY OF WATERLOO, IOWA (“City”) and E&C INVESTMENTS, LLC (“Company”), and the COUNTY ASSESSOR of the BLACK HAWK COUNTY, IOWA (“Assessor”).

WITNESSETH:

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

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

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

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

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

1. Upon completion of construction of the Minimum Improvements by Company, the minimum actual assessed value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than $430,000.00 (the “Minimum Actual Value”) until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the date set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by December 31, 2027, the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2039. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum

Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

E&C INVESTMENTS, LLC

By: _____
Cesar E. Barrios-Garcia
Managing Partner

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

On this _____ day of _____, 202__, before me, a notary public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, who being duly sworn ho being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF _____)
) **ss.**
COUNTY OF _____)

Subscribed and sworn before me on 7/10/24, by **Cesar E. Barrios-Garcia, Managing Partner** of E&C Investments, LLC .

_____
Notary Public

NOTARIAL SEAL IOWA
ALYISSA KRISTEN LITTLE
COMMISSION NO. 866416
MY COMMISSION EXPIRES
JULY 29, 2028

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

_____ _____

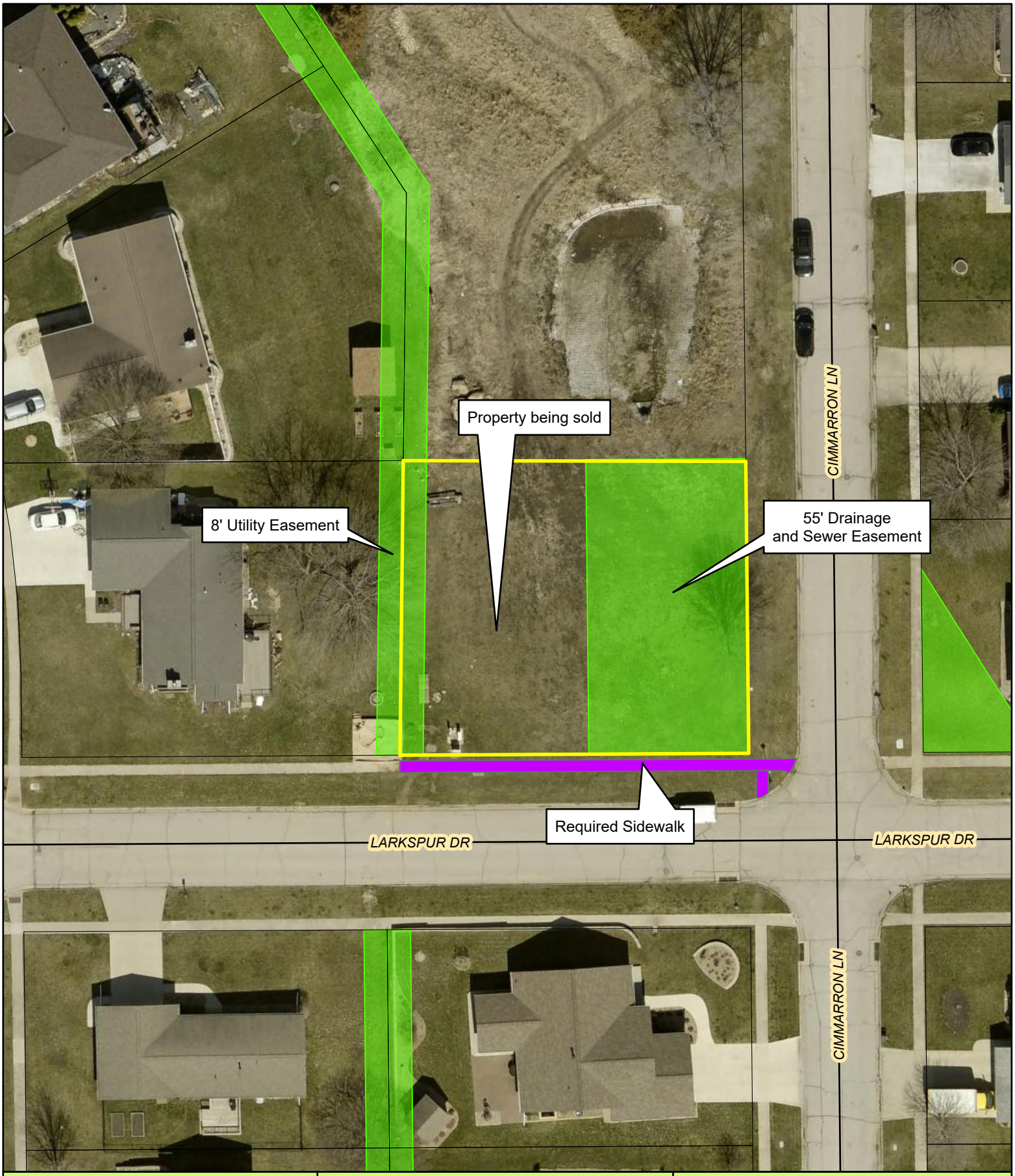
Date Assessor for Black Hawk County, Iowa

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

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

_____

Notary Public



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 25 50 75 Feet

Sale of Property adjacent to 5743 Blue Sage Rd

CITY OF WATERLOO IOWA
Community of Opportunity

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.
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0 40 80 120 Feet

Property Taxes based on a $330,000 Assessed Home

CITY OF WATERLOO IOWA
Community of Opportunity

PETITION

Westdale Tract "A" - CITIZEN OPPOSITION TO PARCEL "Y"

Dated 6/19/22

To the Waterloo Community Planning & Development Department and the Waterloo City Council, which are the publicly elected members voted in to serve or thereby hired to serve, we the people, of the City of Waterloo, are hereby notified of the citizens' interest in the following:

The petition of the undersigned residents, which are members of the Westdale addition, or surrounding neighborhood of the *proposed Parcel "Y", residential lot at Northwest Corner of Larkspur Drive and Cimmarron Lane Waterloo, Iowa 50701 noted on File # C20L2WH20* of the Westdale neighborhood, **OPPOSE residential development of this lot and support it remaining as green space.**

Parcel "Y' beginning at the SE ¼, Sec 13, T88N, R13W and shown in Appended Exhibit 2&3

Argument:

a) When the neighborhood was developed this land was dedicated for public park use only. **– See Exhibit 1**
b) This parcel now has a 55' Drainage and Sewer Easement on east half of the lot. – **See exhibit 2**
c) This parcel has 4 main utilities boxes or underground hubs impeding desirable home construction and that would incur high cost to relocate. **See Exhibit 2 red mark & Exhibit 4**
d) This Parcel has unanimous support of immediately adjacent residences to remain green space (or park) for the neighborhood. **See the undersigned .**
e) This Tract "A" has public land running entire length of North block of Cimmarron that would still need to be maintained by city regardless if lot is placed there, therefore there is little additional load to city to maintain greenspace as is. **See green area – Exhibit 3**

Request:

This REMAINS as public greenspace maintained by the city, per the interest of the Citizens living in Westdale community.

ALTERNATIVELY, the residences of the area are open to forming a formal maintenance agreement via Neighborhood Association, or similar, if necessary to maintain the land. This would alleviate mowing burden to the city although we believe there is a IDNR agreement already in place with the bioswale project.

Name	Signatures	Address
Ann Gander	Ann Gander	5735 Blue Sage Rd
Josh Powers		5721 Blue Sage Rd
Larry Tyler Larry Tyler	Larry Tyler	5727 Blue Sage Rd
Melisa Babic	Melisa Babic	2733 Jasmine Dr.
Jason Hosch		5710 Blue Sage Rd
Tyler J. Griffin		5637 Blue Sage Rd
Steven Kruger		5713 Blue Sage Rd.
Nicole Truog		5746 Blue Sage Rd.
Sanela Dedic		5727 Cimmarron Ln
Carla Johannsen	CARLA JOHANNSEN	5713 Cimmarron Ln
Rebecca Kauffman	REBECCA KAUFFMAN	5735 Cimmarron LN
Dequandis Humphrey		5836 Cimmarron LN
Adam Keller		5844 Cimmarron LN
Katie Reichents	Katie Reichents	5821 Cimmarron Ln
Rick Reichents		5821 Cimmarron Ln
Ashley Ambrose	Ashley Ambrose	5848 Applewood Dr.
Lori Moss	Lori Moss	5743 Blue Sage Rd.
Nick Anderson		5719 Cimmarron Rd.
George Schumacher	George Schumacher	5703 Cimmar Ln
L.M. Hagedorn	L.M.H.	5807 Cimmaron Lane
Beverly J Long	Beverly J. Long	5813 Cimmarron Ln
Mick Long	Mick Long	5813 Cimmarron Ln
Rita Papesh	Rita Papesh	5822 Cimmarron LN
Mike Papesh		5822 Cimmarron
Denise Reese		
Michael Theilen		5845 Blue Sage Rd.
Thomas Kelton		5826 Blue Sage Rd.

Name	Signatures	Address
TIM Tucker		5820 BLUE SAGE RD.
Dave Zeno	Dave Zeno	5815 Cactus Ln
Troy Pecenka		5822 Cactus Ln
Josh Cochran		5829 Cactus Ln
RYAN STEELE	Ryan Steele	5838 CACTUS LN.
Jordan Bledsoe		5860 Applewood
Brenda Bledsoe		5860 Applewood Dr
DAVID GRANT		2723 JASMINE
Leann Swartzendruber	Leann Swartzendruber	2709 Jasmin Dr. Wichita
John Swartzendruber		2709 Jasmin Dr. Wichita
Zaghid Fahsan	Zaghid Fahsan	2703
MOLLY WILSON		2715 JASMINE DR
Todd Wilson		2715 JASMINE DR
BECKY D	JASPREET C	2703 JASMIN DR
Jana Grant		2723 Jasmine Dr.
Shawn Decker		5815 Blue Sage Rd
M Bengston		5821 BLUE SAGE RD
K Bengston		5821 BLUE SAGE
Timothy Feher		2816 Violet Drive
Stephanie Feher		2816 Violet Drive
Tracey Schatz		5910 Cactus Ln
Jerry Weekley		5909 Cactus Ln
Lynne Reith		5856 Applewood DR
Jeffrey L Reith		5856 Applewood Dr
	Brian Smith	5849 Cimmaron Lane
	Tracy Flynn	5705 Blue Sage Rd.
Jan Koch		2720 Jasmine Dr
Dan Koch		5808 Cimmaron Ln

Name	Signatures	Address
Eric Harbaugh		5845 Applewood Dr.
Beth Koch	Beth Koch Beth Koch (Jun 20, 2022 04:36 CDT)	5808 Cimmarron Ln
Mike Moss		Blue Sage Rd

Exhibit 1

#2 cont'd.

3. No numbered lot in this subdivision shall be divided or split except for the purpose of providing more than one lot for one dwelling house. In the event a person desires to construct one dwelling house on more than one lot or part thereof, the interior side line restrictions shall apply to the lot line established by the division of any such lot.

4. No trailer, easement, tent, shack, garage, barn or other outbuilding in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted, and no old or used buildings shall be permitted to be moved on to any of the lots or tracts in the subdivision.

5. The titleholder of each lot and tract, vacant or improved, shall keep the same free of weeds and debris.

6. No building shall be erected on any numbered residential lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any of the provisions hereof. In any case, no one-story one family dwelling house shall be constructed or permitted on any lot in this subdivision having a ground floor square-foot area of less than 940 square feet; and in case of split level and two-story dwelling houses, the ground floor area shall not contain less than 900 square feet. In the case of multiple family units each dwelling unit shall contain a minimum of 900 square feet.

7. Lots numbered 3 through and including 28 shall have no direct access to Dysart Road or East Orange Road. Such access shall be solely as platted herein or as said plat may hereafter be amended.

8. No obnoxious or offensive trade shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. Sidewalks for all numbered residential lots in this addition shall be constructed at the time the dwelling thereon is constructed.

10. Tract "A" hereof is hereby dedicated and set apart for public use so long as it is used exclusively as a public park. However, if Tract "A" should cease to be so used, it shall revert to the grantors herein, their successors and assigns.

11. That the undersigned will pay or cause to be paid all established charges for connecting to the public sanitary sewer system as provided in Ordinance No. 2531 of the City of Waterloo, Iowa, as now existing or as the same may from time to time be amended.

(forward)

Exhibit 2

Plat of Survey

Parcel "Y" of the SE 1/4, Sec. 13, T88N, R13W, City of Waterloo, Black Hawk County, Iowa

This Plat or Subdivision has been reviewed by City of Waterloo.

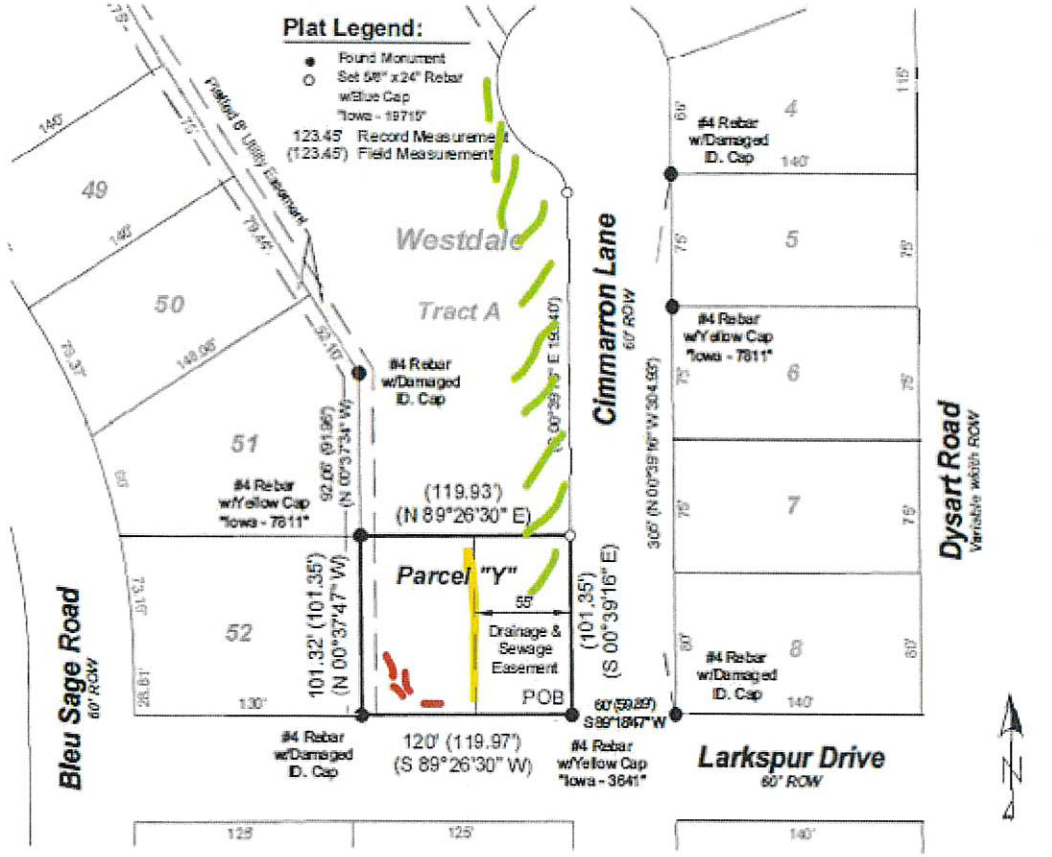
City Planner or designee — Date: 5/20/2019

Parcel "Y" Description:

That portion of Tract A, Westdale, City of Waterloo, Black Hawk County, Iowa, being more particularly described as follows:

Beginning at the southeast corner of Tract A, Westdale; thence South 89°26'30" West 119.97 feet (platted as 120 feet) along the south line of Tract A to the southwest corner of said Tract, said corner also being the southeast corner of Lot 52, Westdale; thence North 00°37'47" West 101.35 feet (platted as 101.32 feet) along the east line of Lot 52 and west line of Tract A to the northeast corner of Lot 52; thence North 89°26'30" East 119.93 feet along a line parallel with the south line of Tract A to the east line of Tract A; thence South 00°39'16" East along said east line to the point of beginning, containing 12,157 square feet (0.28 acres), and subject to an easement over, under, and upon the east 55 feet for drainage and sewage purposes.

The east right-of-way line of Cimmarron Lane is assumed to bear North 00°39'16" West for the purpose of this description.



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 19715 — LICENSED PROFESSIONAL LAND SURVEYOR — IOWA

William W. Castle, PLS — Date: 5/20/19

License Number 19715

My License Renewal Date is December 31, 2019

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 letter "Y" assigned by the Black Hawk County Auditor's Office on May 20, 2019.
4. Parcel "Y" area: 12,157 square feet (0.28 acres)

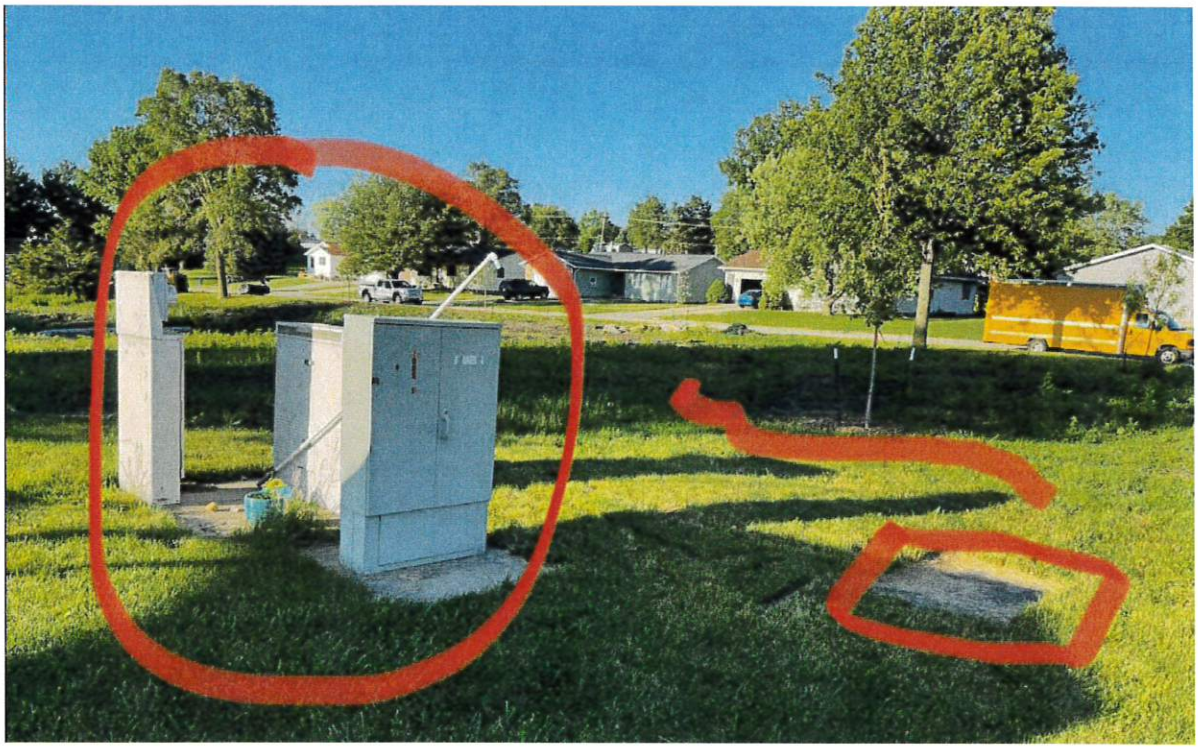
City of Waterloo Engineering Department
715 Mulberry Street, Waterloo, Iowa 50703
Phone: (319) 291-4312 Fax: (319) 291-4262

Drawn By: WWC Scale:
Field Work Date: 4/24/19 & 5/20/19
Date Drawn: 5/20/2019

Sheet No. 1 of 1

Exhibit 3

Exhibit 4



Index Legend	
Location Description:	Portion of Tract A, Westdale, City of Waterloo, Iowa
Requestor:	Noel Anderson, City of Waterloo
Proprietor:	City of Waterloo
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312

Exhibit "A"

Plat of Survey

Parcel "Y" of the SE 1/4, Sec. 13, T88N, R13W, City of Waterloo, Black Hawk County, Iowa

This Plat or Subdivision has been reviewed by City of Waterloo.

City Planner or designee — Date: 5/20/2019

Parcel "Y" Description:

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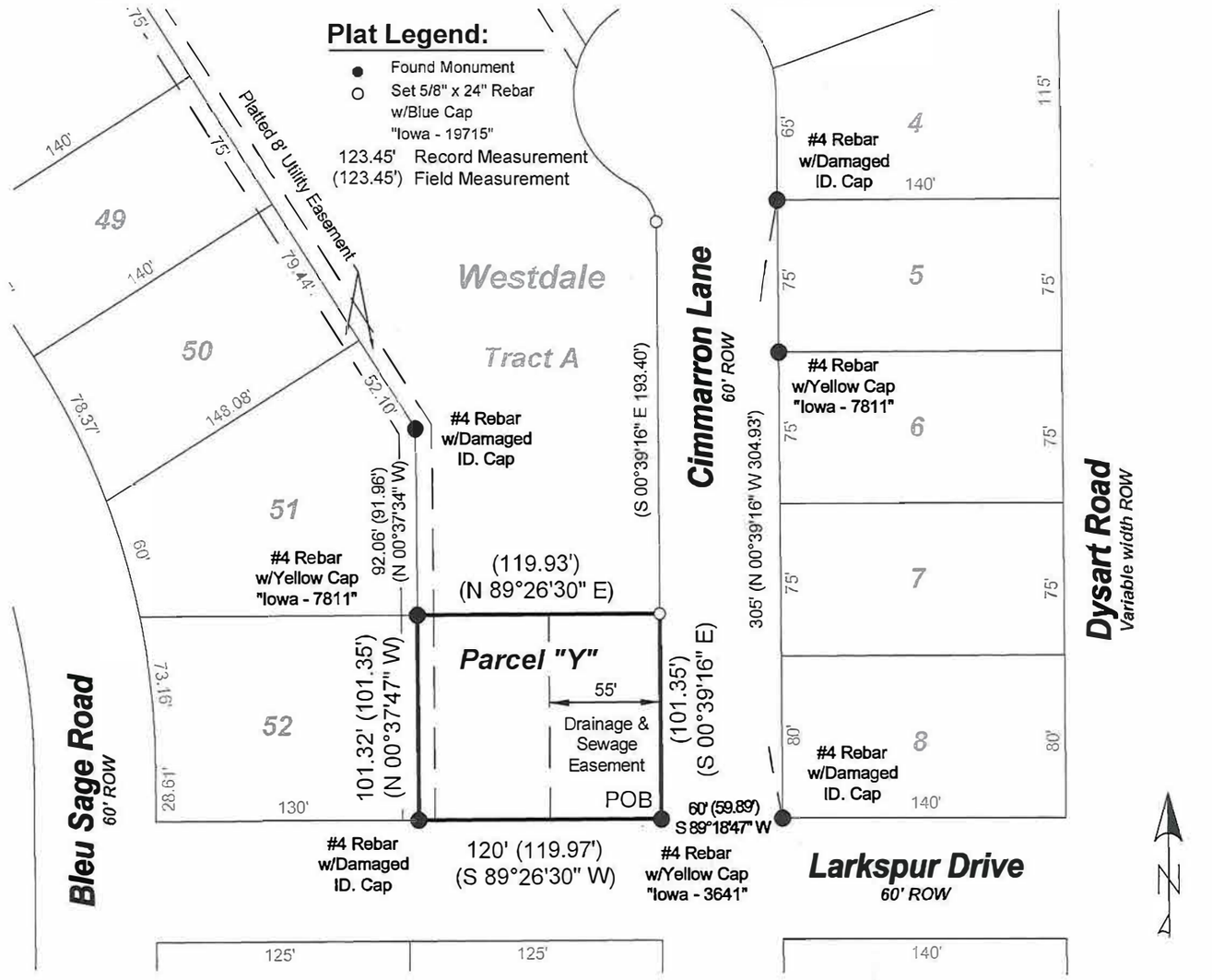
The east right-of-way line of Cimmarron Lane is assumed to bear Nouth 00°39'16" West for the purpose of this description.



Scale: 1 inch = 80 feet

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: 5/20/19

License Number 19715

My License Renewal Date is December 31, 2019.

Pages or sheets covered by this seal: 1/1

LICENSED PROFESSIONAL LAND SURVEYOR — WILLIAM W. CASTLE 19715 — IOWA

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.
3. Parcel letter "Y" assigned by the Black Hawk County Auditor's Office on May 20, 2019.
4. Parcel "Y" area: 12,157 square feet (0.28 acres)

City of Waterloo Engineering Department
715 Mulberry Street, Waterloo, Iowa 50703
Phone: (319) 291-4312 Fax: (319) 291-4262

Drawn By: WWC Scale:
Field Work Date: 4/24/19 & 5/20/19
Date Drawn: 5/20/2019

Sheet No. 1 of 1

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Resolution setting the date of public hearing as August 3, 2026, for the sale and conveyance of 1050 Evergreen Avenue, 520-522 Archer Avenue, and 1228 Columbia Street to Rock Star Real Estate, LLC in the amount of $45,000.00, including a Development Agreement, and the City acquiring three parcels along Randall Street near 613 Randall Street from Rock Star Real Estate, LLC for $37,500.00, including a purchase price reimbursement payment of $15,000.00, and an infill grant of $20,000.00 for the rehab of the two single-family homes and one twin home, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City and Rock Star Real Estate are actively partnering together for the development of new and rehabbed homes in the Church Row Neighborhood. The agreement will sell 3 homes owned by the City of Waterloo to Rock Star Real Estate for $45,000 total. (1050 Evergreen Ave = $30,000; 520-522 Archer Ave = $10,000; 1228 Columbia St = $5,000). Rock Star will rehab the 3 homes (4 units). Upon completion of the rehabs, the City will refund $5,000 of the purchase price ($15,000 total) and the City will give $5,000 infill grant for each unit rehabbed ($20,000) total.

In exchange for the rehab properties, Rock Star Real Estate will sell 3 lots to the City for infill housing development in the amount of $12,500 per lot ($37,500 total). Upon closing, Rock Star Real Estate will owe the City $7,500 for the exchange of the properties. The City has been in discussions with Habitat, who is interested in the lots to build new homes on.

Overall Rehabilitation Standard

Across all three properties, Rock Star Real Estate anticipates completing substantial interior, exterior, mechanical, and safety improvements. Typical scope will include:

* New kitchens, including cabinetry, countertops, sinks, faucets, and updated appliances
* New bathrooms, including flooring, shower/tub surrounds, vanities, toilets, fixtures, and finishes
* New real hardwood flooring or comparable durable finish flooring throughout finished living areas
* New wall texture, drywall repair, and full interior paint
* Updated lighting, switches, outlets, hardware, trim, doors, and finish carpentry
* Electrical service upgrades and code-related electrical improvements
* Plumbing repairs, fixture replacement, and plumbing system upgrades
* HVAC repair and/or replacement as needed

* Basement cleanup, floor sealing, and epoxy coating
* New 10-year smoke detectors and carbon monoxide detectors
* Handrail, stair, life-safety, and general code-compliance improvements
* Exterior cleanup, tree trimming, basic landscaping, grading, and curb appeal improvements
* Window, siding, roofing, gutter, garage, and exterior improvements as needed

1050 Evergreen

- 1050 Evergreen is a 1 3/4 story single-family home with approximately 1,370 square feet of finished living area, a full basement, enclosed porch, and detached garage.
- Anticipated scope includes a full interior refresh with new kitchen, new bathroom, hardwood flooring, electrical service upgrades, plumbing and HVAC improvements, basement floor sealing/epoxy, garage door replacement, exterior cleanup, tree trimming, and general code/safety upgrades.

520–522 Archer

- 520–522 Archer is a two-family conversion with approximately 1,635 square feet of finished living area, two bathrooms, two units, and no existing garage.
- Because this is a duplex, the scope is larger and includes two kitchens, two bathrooms, separate unit improvements, electrical and plumbing upgrades, HVAC improvements, flooring, drywall/texture/paint, safety upgrades, exterior cleanup, and construction of required garages for the two units.

1228 Columbia

- 1228 Columbia is a one-story single-family home with approximately 1,144 square feet of finished living area, a full basement, enclosed porch, deck area, and detached garage.
- Anticipated scope includes a new kitchen, new bathroom, hardwood flooring, electrical service upgrades, plumbing and HVAC improvements, full roof replacement, basement floor sealing/epoxy, garage improvements, exterior cleanup, tree trimming, and general code/safety upgrades.

Across the three properties, Rock Star Real Estate anticipates investing approximately:

1050 Evergreen: $80,000
520–522 Archer: $125,000
1228 Columbia: $85,000

Total Estimated Private Rehabilitation Investment: $280,000

These estimates are preliminary and may adjust as each property is opened up and final construction conditions are verified, but they reflect the level of investment and finish quality we intend to bring to the projects.

NEIGHBORHOOD IMPACT

The exchange of properties will have a positive impact on the neighborhoods by rehabbing dilapidated homes acquired by the City through 657A and an additional infill lots for the construction of new dwellings.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Nuissance/ Housing Bonds.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

1050 Evergreen Avenue:
The North 1/2 of Lot 25; all of Lot 26; and the South 1/2 of Lot 27, all in Block 10 in "Hagerman Place" in the City of Waterloo, Black Hawk County, Iowa.

520-522 Archer Avenue:
Lot 4 in Block 8 in "Linden Place" in Waterloo, Iowa.

1228 Columbia Street:
Lot 6 in Block 3 in Litchfield Addition to Waterloo, Iowa.

ATTACHMENTS

1. DA - Rockstar (v6)
2. 520-522 Archer Aerial
3. 1050 Evergreen Aerial
4. 1228 Columbia St Aerial
5. Rock Star Lots Aerial

Prepared: Austin J. McMahon, McMahon Law Office PLC, 3356 Kimball Avenue, Ste 1000, Waterloo, IA 50702 (319) 266-5743

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of this _____ day of _____ 202__, by and between Rock Star Real Estate, LLC (the “Company”) and the City of Waterloo, Iowa (the “City”).

RECITALS

A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, as amended (the “Urban Renewal Act”), City is engaged in carrying out urban renewal project activities in an area known as the East Waterloo Unified Urban Renewal and Redevelopment Plan Area (“Urban Renewal Area”) and within the Logan TIF District, and the real property legally described in Exhibit C is situated therein.

B. Company is willing and able to finance development, improvements, and rehabilitation with respect to the real property described in Exhibit A, Exhibit B, and Exhibit C (collectively, the “Property”).

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

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey to Company the real estate described in Exhibit A, locally known as 1050 Evergreen Avenue, Waterloo, Iowa, in its as-is condition for the sum of $30,000.00, shall convey the real estate described in Exhibit B, locally known as 520-522 Archer Avenue, Waterloo, Iowa, in its as-is condition for the sum of $10,000.00, and shall convey the real estate described in Exhibit C, locally known as 1228 Columbia Street, Waterloo, Iowa, in its as-is condition for the sum of $5,000.00. Each conveyance shall be by special warranty deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements; (c) restrictions imposed by the City zoning ordinances and other applicable law; and (d) the City's possibility of reverter rights. City makes no representation or warranty as to the condition of the Property or its suitability for Company's purposes. Company is responsible to conduct its own due diligence and inspections. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Improvements (defined below), which may take the form of showing the availability of funds, a lending commitment letter, or other proof. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation and return the abstract of title to City.

2. **Improvements by Company.** Company shall rehabilitate the existing residential structures on the Property and make other renovations or improvements such as, but not limited to, landscaping, water detention, paving, signage, and parking, in accordance with the terms of this Agreement, including but not limited to, the plans attached to this agreement as Exhibit E and submitted to and approved by the City pursuant to Section 3 (collectively, the "Improvements") Company agrees that the Improvements shall be constructed in compliance with the terms of this Agreement, the urban renewal plan applicable to the Property, and all applicable City, state, and federal building codes. City may require that Company submit specific building designs and site plans for City's review and reasonable approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed, including but not limited to final permit inspections. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project."

3. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") that have been submitted to the City, including but not necessarily limited to what is set forth in Exhibit E. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of such improvements as detailed and outlined in the Plans.

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

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

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

4. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to convey the Property to Company and that without said commitment City would not do so.

A. Deadlines to Commence and Complete. Company must obtain all required permits or licenses and begin development or construction of the Improvements within four (4) months from the date that the City conveys the Property to Company (the “Commencement Date”). Company must Substantially Complete development or construction within thirty-six (36) months from the date of conveyance (the “Completion Deadline”). For purposes of this Agreement, “Substantially Completed” means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that any Project element for which no permit was necessary has been Substantially Completed. All deadlines are subject to Unavoidable Delays as described below. The City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements. Any additional or longer extensions will require approval and consent of the City Council.

B. Events Triggering Termination and/or Reverter of Title. If Company does not commence or does not Substantially Complete development or construction of the Improvements in accordance with the deadlines stated above, then, subject to Unavoidable Delays, the City may terminate this Agreement as set forth in Section 17 of this Agreement, and City shall then have no further obligation to Company under this Agreement. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of extreme weather such as ice, ground freezing, and other conditions that restrict construction, as well as an Act of God, war, civil disturbance, court order, labor dispute, fire, pandemic, governmental mandates (local, state or federal), delays in City approvals, or other cause beyond the reasonable control of Company (each an “Unavoidable Delay”), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay. If City terminates this Agreement, City shall have no further obligations to Company under this Agreement, including but not limited to, any legal or equitable obligation to reimburse Company for any costs expended by Company with respect to the Project or to compensate Company for any value added to the Property by any Improvements. In connection with termination of the Agreement as set forth herein, City may demand reimbursement of any sums paid to or for the benefit of Company in connection with the Project, in addition to exercising any other available remedies.

5. **Reverter of Title; Indemnity.** If City terminates this Agreement, then Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property conveyed back to City. In connection with any reverter of title, Company shall not be entitled to, or otherwise recover any amounts paid to City to acquire property or other amounts it expended for the Improvements, Project, or other activities.

Appointment of Attorney in Fact: If Company fails to deliver such documents,

including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed or other documents required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. The foregoing indemnity shall include the cost of removing any improvements constructed by Company and reverting the Property to substantially the same condition as of the date of conveyance, but shall not include any consequential damages or perceived damages such as lost opportunities for another user. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to, reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

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

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

8. **City Incentives.** In exchange for the promises made and obligations assumed by Company, the City shall provide the following incentives:

A. City Purchase or Acquisition of Real Estate. The City will purchase or acquire the real estate described in Exhibit D, consisting of three (3) parcels, for a total purchase price in the amount of $37,500.00 (or $12,500.00 for each parcel). The conveyance or conveyances to the City shall be by warranty deed, free and clear of all liens and encumbrances except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements; and (c) restrictions imposed by the City zoning ordinances and other applicable law. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review. If title is unmarketable or subject to matters not acceptable to City, and if Company does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from City, then City may terminate

this Agreement without further obligation and return the abstract of title to Company. With respect to the real estate to be conveyed to the City, the Company shall pay taxes prorated to the closing date in accordance with the provisions of Iowa Code § 427.2, and any unpaid real estate taxes payable in prior years, either paying Buyer, or giving Buyer a credit, for all of such taxes. Closing shall occur on a date mutually agreeable to the parties.

B. Partial Purchase Price Reimbursement for 1050 Evergreen Avenue, 520-522 Archer Avenue, and 1228 Columbia Street. Within sixty (60) days of substantial completion of the Improvements and rehabilitation concerning the real estate locally known as 1050 Evergreen Avenue (Exhibit A), 520-522 Archer Avenue (Exhibit B), and 1228 Columbia Street (Exhibit C), including completion of inspections and the issuance of a certificates of occupancy, the City shall remit a partial purchase price reimbursement to Company in the total amount of $15,000.00.

C. Infill Grant for 1050 Evergreen Avenue, 520-522 Archer Avenue, and 1228 Columbia Street. Within sixty (60) days of substantial completion of the Improvements and rehabilitation concerning the real estate locally known as 1050 Evergreen Avenue (Exhibit A), 520-522 Archer Avenue (Exhibit B), and 1228 Columbia Street (Exhibit C), including completion of inspections and the issuance of a certificates of occupancy, the City shall remit an infill grant in the total amount of $20,000.00, comprising of $5,000.00 for 1050 Evergreen Avenue, $10,000.00 for 520-522 Archer Avenue (consisting of two units), and $5,000.00 for 1228 Columbia Street.

9. **Conditions to City Funding.**

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

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

(i) The representations and warranties made by Company and in this

Agreement shall be true and correct as of the Rebate disbursement date with the same force and effect as if made at such date.

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

(iii) There has not been, as of the Rebate disbursement date, a substantial change for the worse in the financial resources and ability of Company, or a substantial decrease in the financing commitments secured by Company for construction of the Improvements, which change(s) makes it likely, in the reasonable judgment of the City, that Company will be unable to fulfill its covenants and obligations under this Agreement.

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

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

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements. However, in no event shall Company be required to submit a report more frequently than once every thirty (30) day period.

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

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

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

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

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

City.

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

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

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

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

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

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

F. Company has the financial ability to complete the construction of the Improvements as contemplated under this Agreement.

13. **Indemnification and Releases.**

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

or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any Willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and conditions of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property.

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

14. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or Project area, all of which must be completed within 90 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 90-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

15. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement. Notwithstanding the foregoing, (a) Company may assign the Property to an affiliate of Company without prior approval of City provided (i) the assignee assumes the obligations of Company under this Agreement, (ii) the assignee shall receive all Rebates payable as of and after the date of assignment, and (iii) Company provides written notice of assignment to City within five (5) business days after execution of assignment and (b) Company may mortgage the Property to a lender as security for financing of Project improvements, but for no other purpose.

16. **Default.** The following shall be “Events of Default” under this Agreement, and

the term “Event of Default” shall mean any one or more of the following events that continues beyond any applicable cure periods:

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

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

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

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

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

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

17. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement upon a 30-day written notice. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Property as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to

specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

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

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

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

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

21. **Notices.** Notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, and addressed:

(a) If to City, 715 Mulberry Street, Waterloo, Iowa 50703, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) If to Company, Tyler Junker, Managing Member, PO Box 538, Waterloo, IA 50704

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

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

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

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

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

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

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

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

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

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

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

ROCK STAR REAL ESTATE, LLC

By: _____
Tyler Junker, Managing Member

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

On this _____ day of _____, 202__, before me, a notary public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, who being duly sworn ho being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF _____)
) **ss.**
COUNTY OF _____)

Subscribed and sworn before me on _____, by Tyler Junker as Managing Member of Rock Star Real Estate, LLC.

_____
Notary Public

EXHIBIT A

Description

The North 1/2 of Lot 25; all of Lot 26; and the South 1/2 of Lot 27, all in Block 10 in "Hagerman Place" in the City of Waterloo, Black Hawk County, Iowa.

Locally known as 1050 Evergreen Avenue, Waterloo, Iowa.

EXHIBIT B

Description

Lot 4 in Block 8 in "Linden Place" in Waterloo, Iowa.

Locally known as 520-522 Archer Avenue, Waterloo, Iowa.

EXHIBIT C

Description

Lot 6 in Block 3 in Litchfield Addition to Waterloo, Iowa.

Locally known as 1228 Columbia Street, Waterloo, Iowa.

EXHIBIT D

Description

Lots Nos. 6, 7, and 9, all in Block No. 3 in West Park Addition to Waterloo, Iowa, except for that part of said Lots deeded to State of Iowa in 504 Deeds 645.

Also known as Tax Parcel ID Nos. 8913-26-151-003, 8913-26-151-004, and 8913-26-151-006.

EXHIBIT E

Overall Rehabilitation Standard

Across all three properties, Rock Star Real Estate anticipates completing substantial interior, exterior, mechanical, and safety improvements. Typical scope will include:

* New kitchens, including cabinetry, countertops, sinks, faucets, and updated appliances
* New bathrooms, including flooring, shower/tub surrounds, vanities, toilets, fixtures, and finishes
* New real hardwood flooring or comparable durable finish flooring throughout finished living areas
* New wall texture, drywall repair, and full interior paint
* Updated lighting, switches, outlets, hardware, trim, doors, and finish carpentry
* Electrical service upgrades and code-related electrical improvements
* Plumbing repairs, fixture replacement, and plumbing system upgrades
* HVAC repair and/or replacement as needed
* Basement cleanup, floor sealing, and epoxy coating
* New 10-year smoke detectors and carbon monoxide detectors
* Handrail, stair, life-safety, and general code-compliance improvements
* Exterior cleanup, tree trimming, basic landscaping, grading, and curb appeal improvements
* Window, siding, roofing, gutter, garage, and exterior improvements as needed

Contractor Team

Rock Star Real Estate will act as the general contractor and will use licensed local contractors and subcontractors throughout the projects, including:

* General Contractor: Rock Star Real Estate
* Plumbing Contractor: Tony’s Plumbing
* HVAC Contractor: Mike Fereday Heating & Air Conditioning
* Electrical Contractor: MK Electric
* Siding / Windows Contractor: K & L Construction
* Roofing Contractor: EFP Roofing
* Gutter Contractor: Kinzler Construction
* Garage Door Contractor: Huck Garage Door Company

Property-Specific Estimated Investment

1050 Evergreen

1050 Evergreen is a 1 3/4 story single-family home with approximately 1,370 square feet of finished living area, a full basement, enclosed porch, and detached garage.

Anticipated scope includes a full interior refresh with new kitchen, new bathroom, hardwood flooring, electrical service upgrades, plumbing and HVAC improvements, basement floor

sealing/epoxy, garage door replacement, exterior cleanup, tree trimming, and general code/safety upgrades.

Estimated private rehabilitation investment: **approximately $76,000**

520–522 Archer

520–522 Archer is a two-family conversion with approximately 1,635 square feet of finished living area, two bathrooms, two units, and no existing garage.

Because this is a duplex, the scope is larger and includes two kitchens, two bathrooms, separate unit improvements, electrical and plumbing upgrades, HVAC improvements, flooring, drywall/texture/paint, safety upgrades, exterior cleanup, and construction of required garages for the two units.

Estimated private rehabilitation investment: **approximately $126,000**

1228 Columbia

1228 Columbia is a one-story single-family home with approximately 1,144 square feet of finished living area, a full basement, enclosed porch, deck area, and detached garage.

Anticipated scope includes a new kitchen, new bathroom, hardwood flooring, electrical service upgrades, plumbing and HVAC improvements, full roof replacement, basement floor sealing/epoxy, garage improvements, exterior cleanup, tree trimming, and general code/safety upgrades.

Estimated private rehabilitation investment: **approximately $78,000**

Total Estimated Private Investment

Across the three properties, Rock Star Real Estate anticipates investing approximately:

1050 Evergreen: $80,000
520–522 Archer: $125,000
1228 Columbia: $85,000

Total Estimated Private Rehabilitation Investment: $280,000

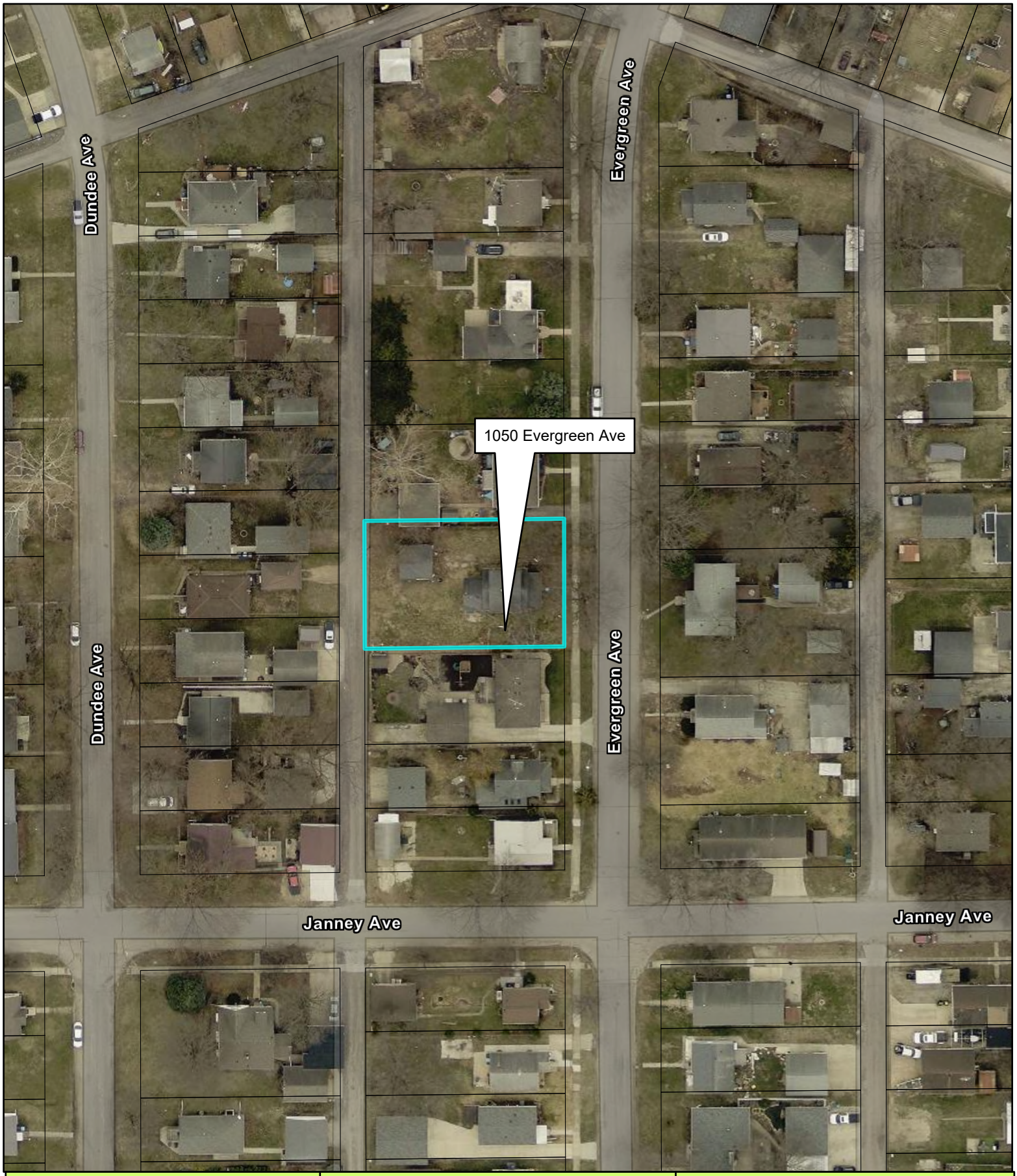
These estimates are preliminary and may adjust as each property is opened up and final construction conditions are verified, but they reflect the level of investment and finish quality we intend to bring to the projects.

Note:
Base map data source is Black Hawk County.
This map does not represent a survey, no liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor, or their employees.
The City of Waterloo makes no warranty, express or implied, as to the accuracy of the information shown on this map, and expressly disclaims liability for the accuracy thereof. Users should refer to official plats, surveys, recorded deeds, etc, located at the Black Hawk County Assessor's Office for complete and accurate information.

0 30 60 90 Feet

520-522 Archer Ave
Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity



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0 50 100 150 Feet

1050 Evergreen Ave
Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

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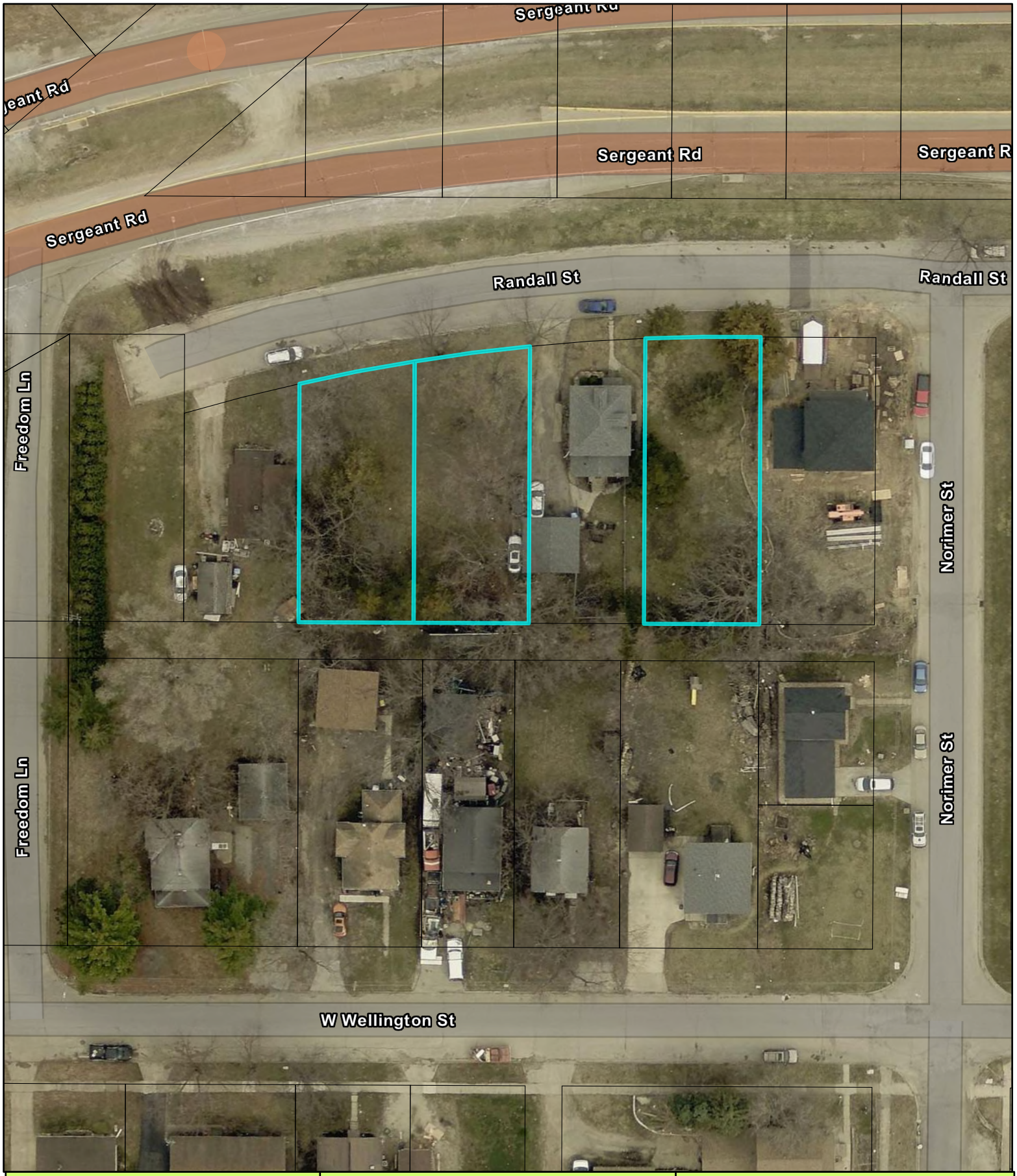
0 30 60 90 Feet

1228 Columbia St
Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity



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0 30 60 90 Feet

City purchasing Rock Star Lots in blue Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as August 3, 2026, for adopting the Hazard Mitigation Plan 2026 Update, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Approval of the City of Waterloo portion of the county wide hazard mitigation plan. This was discussed at a work session on July 6, 2026

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Waterloo Resolution Adopting HMP

2. City Public Hearing Notice HMP

A RESOLUTION OF THE CITY COUNCIL OF WATERLOO, IOWA, ADOPTING THE CITY OF WATERLOO, IOWA HAZARD MITIGATION PLAN 2026 UPDATE.

WHEREAS, the City of Waterloo City Council recognizes the threat that natural hazards pose to people and property within Waterloo; and

WHERAS, Black Hawk County Emergency Management Agency has received funding for the development of a plan update through the Hazard Mitigation Grant Program; and

WHEREAS, the participants representing Waterloo served and participated in the formulation of the Plan, hereby known as the City of Waterloo, Iowa Hazard Mitigation Plan 2026 Update, as part of the Black Hawk County Multi-Jurisdictional Hazard Mitigation Planning Committee; and

WHEREAS, INRCOG has helped prepare said Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Waterloo from the impacts of future hazards and disasters; and

WHEREAS, a Public Hearing has been held for the purpose of obtaining citizen input on the Plan; and

WHEREAS adoption by the City Council of Waterloo demonstrates its commitment to hazard mitigation and achieving the goals outlined in said Plan.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF Waterloo, IOWA, THAT:

Section 1: In accordance with local regulations, the Council adopts the City of Waterloo, Iowa Hazard Mitigation Plan 2026 Update. While content related to the City of Waterloo may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the City of Waterloo to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

Passed and adopted this [DAY] day of [MONTH] 2026.

_____
Mayor

ATTEST:

_____
City Clerk

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN: Notice is hereby given that on the _____ day of _____, 2026 at 00:00 at the (CITY) City Hall, in (CITY), Iowa, a public hearing will be held to accept input regarding the Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan recently updated by the City.

Anyone interested may appear at the above stated time and place on (Insert Date Here), 2026 for the public hearing and be heard or may file written comments in person or mail to the City Clerk, City Hall, (Insert City Hall Address Here), (Insert City Name Here), Iowa to be received in the City Clerk's office before 00:00 PM on the date set for said hearing. A copy of the plan available for review at City Hall.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Kelley Felchle, City Clerk
City Clerk Department

MEETING DATE

July 20, 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

None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Resolution approving Amendment No. 4 to a Professional Services Agreement with INVISION Architecture, to update the city representative information for the Interim Building Official with no change to costs or terms of the agreement, for the renovation design of 100 E. 4th Street New Waterloo City Hall project, and authorizing the Mayor to execute said amendment.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving amendment No. 4 to a professional Services Agreement with INVISION Architecture, with no change in costs for the renovation design of 100 East 4th Street for the new Waterloo City Hall, and authorizing the Mayor to execute said amendment. The amendment changes the owner representative's name to include Brian Baker, Interim Building Official.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 24102_City Hall_Amend 4_Rev

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*	**AGREEMENT INFORMATION:**	**AMENDMENT INFORMATION:**
24102 City Hall 2025 100 E 4th St. Waterloo, IA 50703	Date: January 20, 2025	Amendment Number: 004 Date: June 29, 2026
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	
City of Waterloo 715 Mulberry Waterloo, IA 50701	INVISION Architecture, LLC 360 Westfield Ave Suite 401 Waterloo, IA 50701	

The Owner and Architect amend the Agreement as follows:
§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Construction Documents complete by approximately August 30, 2026
Bidding and Negotiations complete by approximately September 30, 2026

.2 Construction commencement date:

Approximately October 1, 2026

.3 Substantial Completion date or dates:

Approximately July 31, 2027

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Building Official or Interim Building Official
Brian Baker
Waterloo Building Department
715 Mulberry Street, 2nd Floor
Waterloo, IA 50703
Phone: 319-291-4319
brian.baker@waterloo-ia.orgOpens in new window

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows: (List name, address, and other contact information.)

Noel Anderson - Community Planning and Development Director, Email: noel.anderson@waterloo-ia.org
Dave Boesen - Mayor, Email: mayor@waterloo-ia.org

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

Kate Payne, AIA
INVISION Architecture, LLC
360 Westfield Ave., Suite 401
Waterloo, IA 50701
319-290-4932 m
Kate.Payne@invisionarch.com

§ 4.2.5 If the services covered by this Agreement have not been completed by September 30, 2027, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

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User Notes: (6a2c3da95a1a785856c64ec4)

No change

Fee summary:

Original agreement	$420,000
Amendment 01	$22,700
Amendment 02	$10,000
Amendment 03	$380,000
Amendment 04	$0
Total Compensation	$832,700

Schedule Adjustment:
§ 1.1.4 above

Kathryn A. Payne

ARCHITECT *(Signature)*

BY: Kathryn A. Payne, AIA

(Printed name, title, and license number if required)

July 2 2026

Date

OWNER *(Signature)*

(Printed name and title)

Date

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User Notes: (6a2c3da95a1a785856c64ec4)

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Safiah Elahi, Traffic Operations Director
Traffic Operations Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Motion to approve Change Order No. 01 with K & W Electric, Inc., of Cedar Falls, Iowa, for a net increase of $29,400.00, in conjunction with Ansborough Avenue Traffic Adaptive Project, Contract No. 784, and authorize the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is a change order to increase a lump sum price for items that were in the plans for use but are not viable and need to have adjustments/repairs or updates made.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

324-17-7161-2103

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Change Order 01

IOWA DOT
Form 831240 (12-20)

Accounting ID No.(5-digit number): _____

Change Order No.: 01

CHANGE ORDER

For Local Public Agency Projects

No.: 01

Non-Substantial: ☒

Substantial: ☐

_____
Administering Office Concurrence Date

Accounting ID No. (5-digit number): _____

Project Number: STP-A-8155(784)--86-07

Contract Work Type: Traffic Signals

Local Public Agency: City of Waterloo

Contractor: K&W Electric, Inc.

Date Prepared: July 2, 2026

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

0010 - 2525-0000100 - TRAFFIC SIGNALIZATION: Modify lump sum price.

B - Reason for change:

0010 - 2525-0000100 - TRAFFIC SIGNALIZATION:

1) At Ansborough Avenue & Ridgeway Avenue it was found that the existing conduit and signal wiring route was different than expected. And the existing conduit from the pedestrian pedestal to the handhole on the northwest corner of the intersection is too full to install additional wiring. Therefore, 10 LF of new conduit and an LB connection will need to be installed, and a panel of sidewalk will need to be removed and replaced.

2) At Ansborough Avenue & 4th Street it was found that the existing video detection system will not be compatible with the new TS2 cabinet that will be installed, and the equipment required to adapt the existing video detection to a TS2 cabinet has been discontinued. Therefore it has been decided to install a radar detection system at this intersection, the same as is being done at other intersections on this project.

3) At Ansborough Avenue & Downing a handhole on the southwest corner was found to be buried 6" below grade. Therefore it will need to be adjusted to the surrounding grade.

4) At Ansborough Avenue & San Marnan Drive a handhole on the southwest corner was found to be buried 12" below grade. Therefore it will need to be adjusted to the surrounding grade.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0010 - 2525-0000100 - TRAFFIC SIGNALIZATION: Agreed lump sum price increase of $29,400.00.

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

0010 - 2525-0000100 - TRAFFIC SIGNALIZATION: Unit pricing for the additional work is either based on the contractor's list of unit prices for the traffic signalization sub items that was submit per the special provisions before construction began, or unit pricing for items not included in the original contract documents are being compared to similar traffic signalization work. The summary of additional costs is attached to this Change Order.

E - Contract time adjustment: ☒ No Working Days added ☐ Working Days added: _____ ☐ Unknown at this time

Justification for selection:
No additional working days are required to complete the work.

Accounting ID No.(5-digit number): _____

Change Order No.: 01

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		0010	TRAFFIC SIGNALIZATION	$38,822.50	1.000	$38,822.50
			Add Row Delete Row	TOTAL		$38,822.50

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
			Add Row Delete Row		TOTAL		

H. Signatures

Signatures will be applied through DocExpress.

Project No.: STP-A-8155(784)--86-07

Summary of Additional Traffic Signalization Costs					
Item Number	**Item Description**	**Unit**	**Item Quantity**	**Unit Price**	**Item Price**
10	TRAFFIC SIGNAL DETECTION SYSTEM, 4-RADAR, COMPLETE, FURNISH AND INSTALL	EA	1	$ 26,650.00	$ 26,650.00
17	CONDUIT, TRENCHED, 2-INCH DIA., HDPE, FURNISH AND INSTALL	LF	10	$ 10.00	$ 100.00
18	REMOVE AND REPLACE SIDEWALK PANEL	EA	1	$ 1,500.00	$ 1,500.00
19	FURNISH AND INSTALL CONDUIT LB CONNECTION	EA	1	$ 350.00	$ 350.00
20	ADJUST EXISTING HANDHOLE TO GRADE, 1" TO 6"	EA	1	$ 350.00	$ 350.00
21	ADJUST EXISTING HANDHOLE TO GRADE, 7" TO 12"	EA	1	$ 450.00	$ 450.00
				Total:	**$ 29,400.00**

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Motion to approve Change Order No. 01 with Peterson Contractors, Inc., of Reinbeck, Iowa, for a net increase of $98,194.53, in conjunction with FY 2026 Parkview Manor and W. 3rd Street Detention Basin, Contract No. 1137, and authorize the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

At the time of bid, the lot layout was not determined on the W. 3rd Street Site. The attached change order is to remove existing pavement patches on 3rd Street, install new water and sewer services to each lot and to patch back the street. See the attached plan sheet showing the proposed lot layout and service connections.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

80% federal and 20% local funding

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Change Order #1

CITY OF WATERLOO, IOWA

CHANGE or EXTRA WORK ORDER NO. 1

PROJECT: F.Y. 2026 PARKVIEW MANOR AND W. 3RD STREET DETENTION BASIN,
CONTRACT NO. 1137

Date Prepared: JUNE 25, 2026 AMOUNT: **$ 98,194.53**

TO: PETERSON CONTRACTORS 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 04/06/2026.

A. Description of changes to be made or extra work to be done:

a) 1001-Contractor to remove existing storm sewer pipe.
b) 1002-Contractor to install new pipe apron.
c) 1003-Contractor to install footing for pipe apron.
d) 1004-Contractor to install apron guard for pipe apron.
e) 1005-Contractor to install new storm manhole.
f) 1006-Contractor to pour new pavement as part of the new utilities being installed.
g) 1007-Contractor to place subbase material as part of new utilities being installed.
h) 1008-Contractor to mobilize equipment to site.

B. Reason for ordering change or extra work:

a) 1001-Existing storm sewer not needed for proposed design.
b) 1002-Installation of new pipe outlet as part of proposed design.
c) 1003-Installation of new pipe outlet as part of proposed design.
d) 1004-Installation of new pipe outlet as part of proposed design.
e) 1005-Installation of new manhole as part of proposed design.
f) 1006-Replacement of paving as part of new utility installation.
g) 1007-New subbase material as part of new utility installation.
h) 1008-To allow contractor to mobilize equipment to site.

C. Settlement for cost of work to be made as follows:

a) 1001-Removal of storm sewer, 18" - 47 LF @ $25 / LF	=$1,175.00
b) 1002-Pipe Apron, RCP, 18" - 1 EA @ $1,500 / EA	=$1,500.00
c) 1003-Footings for concrete apron, 18" - 1 EA @ $1,500 / EA	=$1,500.00
d) 1004-Pipe apron guard, 18" - 1 EA @ $1,500 / EA	=$1,500.00
e) 1005-Manhole, SW-401, 48" - 1 EA @ $5,250 / EA	=$5,250.00
f) 1006-Pavement, PCC, 7-inch, C-4, CL 3 Agg - 738.1 SY @ $91.30 / SY	=$67,388.53
g) 1007-Modified Subbase, 6-inch - 738.1 SY @ $10 / SY	=$7,381.00
h) 1008-Mobilization - 1 LS @ $12,500 / LS	=$12,500.00

Total Net Increase **$98,194.53**

CITY OF WATERLOO

BY: _____
Mayor Date

ATTEST:

_____
City Clerk Date

PETERSON CONTRACTORS INC.
CONTRACTOR

BY: Chris D. Fleshner
Digitally signed by Chris D. Fleshner
DN: C=US, E=cfleshner@pcius.com, O="Peterson Contractors, Inc.", CN=Chris D. Fleshner
Reason: I am approving this document
Date: 2026.06.26 12:57:57-05'00'
Date

PRINTED NAME: Chris D. Fleshner

TITLE: Project Manager

APPROVED:

_____ 7/9/26
City Engineer Date

SCALE: 1" = 100' HOR

TRACT 'A'

LOT 11 | LOT 10 | LOT 9 | LOT 8 | LOT 7 | LOT 6 | LOT 5 | LOT 4 | LOT 3 | LOT 2 | LOT 1

132.1' | 132.2' | 133.4' | 135.0' | 136.6' | 141.5' | 141.4' | 141.2' | 141.1'

60.0' | 60.0' | 60.0' | 60.0' | 60.0' | 79.0' | 52.0' | 52.0' | 52.0' | 52.0' | 72.3'

LOT 12 | LOT 13 | LOT 14

64.3' | 140.3' | 64.3' | 140.9' | 64.3'

TRACT 'B'

NORTON ST

W. 3RD ST

US HWY 63

W. 3RD ST
LOT LAYOUT

F.Y. 2026 PARKVIEW MANOR AND W. 3RD STREET DETENTION BASIN
CONTRACT #1137

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT
715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

DATE: 6/10/2026

SHEET CO#1-1

L:\CONT 1137 - FY 2026 Parkview Gardens Second Replat\W 3RD ST - Lot Layout.dwg 6/10/2026 10:37 AM

SCALE: 1" = 100' HOR

845.00

TRACT 'A'

845.00

850.00

LOT 11 LOT 10 LOT 9 LOT 8 LOT 7 LOT 6

LOT 5 LOT 4 LOT 3 LOT 2 LOT 1

F.E.S.-02
INV = 845.00'

STP-16
60.2' of 18" RCP @ 0.20%

ST-03
RIM:848.65
SUMP:844.65
INV IN:845.13 18" RCP
INV OUT:845.12 18" RCP

PROPOSED WATER SERVICE (TYP)

PROPOSED SANITARY SERVICE (TYP)

REMOVE 18" F.E.S. AND 47 LF OF 18" RCP

LOT 12

LOT 13

LOT 14

TRACT 'B'

NORTON ST

W. 3RD ST

PATCH AREA = 102.8 SY

PATCH AREA = 93.4 SY

PATCH AREA = 90.5 SY

PATCH AREA = 51.6 SY

PATCH AREA = 100.2 SY

PATCH AREA = 103.7 SY

PATCH AREA = 112.7 SY

PATCH AREA = 83.2 SY

7" PCC PATCH * W/ 6" MODIFIED SUBBASE (TYP)

US HWY 63

* PAVEMENT PATCHES SHALL BE REINFORCED AS PER SUDAS DETAIL 7010.101.

CITY OF WATERLOO • OFFICIAL SEAL •

W. 3RD ST
CHANGE ORDER #1

F.Y. 2026 PARKVIEW MANOR AND W. 3RD STREET DETENTION BASIN
CONTRACT #1137

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT
715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

DATE: 6/10/2026

SHEET CO#1-2

L:\CONT 1137 - FY 2026 Parkview Gardens Second Replat\W 3RD ST - Lot Layout.dwg 6/10/2026 10:39 AM

SANITARY SERVICE TABLE		
LOCATION	WORK DESCRIPTION	LENGTH (FT)
W. 3RD ST.		
LOT 1	NEW STUB / CAP END	40.5
LOT 2	NEW STUB / CAP END	39
LOT 3	NEW STUB / CAP END	39
LOT 4	NEW STUB / CAP END	39
LOT 5	NEW STUB / CAP END	39
LOT 6	NEW STUB / CAP END	43
LOT 7	NEW STUB / CAP END	46
LOT 8	NEW STUB / CAP END	46
LOT 9	NEW STUB / CAP END	49
LOT 10	NEW STUB / CAP END	48.5
LOT 11	NEW STUB / CAP END	46
LOT 12	NEW STUB / CAP END	39
LOT 13	NEW STUB / CAP END	39
LOT 14	NEW STUB / CAP END	36

WATER SERVICE TABLE		
LOCATION	WORK DESCRIPTION	LENGTH (FT)
W. 3RD ST.		
LOT 1	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	54
LOT 2	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	52.5
LOT 3	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	52.5
LOT 4	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	52
LOT 5	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	52.5
LOT 6	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	56.5
LOT 7	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	59.5
LOT 8	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	60
LOT 9	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	63
LOT 10	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	63
LOT 11	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	60
LOT 12	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	43
LOT 13	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	44
LOT 14	TAP EXISTING MAIN - NEW STUB W/ CORP., CURB STOP AND BOX	41

STORM SEWER STRUCTURE TABLE		
STRUCTURE	WORK DESCRIPTION	TOP ELEVATION
F.E.S.-02	INSTALL 18" F.E.S. W/ APRON GUARD AND FOOTING	RIM = 846.71 INV IN = 845.00 SE
ST-03	INSTALL SW-401, 48"	RIM = 848.65 INV IN = 845.13 E INV OUT = 845.12 NW

L:\CONT 1137 - FY 2026 Parkview Gardens Second Replat\W 3RD ST - Lot Layout.dwg 6/10/2026 10:40 AM

CITY OF WATERLOO • OFFICIAL SEAL •

W. 3RD ST
CHANGE ORDER #1

F.Y. 2026 PARKVIEW MANOR AND W. 3RD STREET DETENTION BASIN
CONTRACT #1137

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT
715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

DATE: 6/10/2026

SHEET
CO#1-3

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Kelley Felchle, City Clerk
City Clerk Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Motion to approve Recycling Yard License applications as listed in Exhibit A.

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. 2026-2027 RECYCLING YARDS EXHIBIT "A"

EXHIBIT "A"	RECYCLING YARDS	DATE APPROVED BY COUNCIL
APPROVED		
A-LINE EDS, INC	808 DEARBORN AVE	7/15/2026
A-LINE IRON & METALS	1500 DAVID ST	7/15/2026
ALTER METAL RECYCLING	1500 W AIRLINE HWY	7/15/2026
CAN-AM AUTO SALVAGE	1041 SHEFFIELD AVE	7/15/2026
KING AUTOMOTIVE	275 RAMPART LANE	7/15/2026
PAT'S AUTO SALVAGE	1000 LOWELL AVE	7/15/2026
PAT'S AUTO SALVAGE	945 LOWELL AVE	7/15/2026
PAT'S AUTO SALVAGE	1117 SHEFFIELD AVE	7/15/2026
PAT'S AUTO SALVAGE	1003 LOWELL AVE	7/15/2026
PLUM'S AUTO, LLC	2636 WCF & N DR	7/15/2026
QUAILS AUTO SALVAGE	202 GLENDALE ST	7/15/2026
R'S RECYCLING	110 COURT AVE	7/15/2026
VIC FULLER SALVAGE (Yard 1)	2113 E MITCHELL AVE	7/15/2026
VIC FULLER SALVAGE (Yard 2)	2113 E MITCHELL AVE	7/15/2026
LITZKOW AUTO RECYCLERS	1720 BLACK HAWK RD	
WEEKLEY'S RECYCLING	105 DUNHAM PLACE	7/15/2026
WILBUR AUTO BODY	212 W. 9TH STREET	7/15/2026

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Human Resources Department

MEETING DATE
July 20, 2026

AGENDA ITEM TITLE
Motion to approve the hiring of **Jake Schaefer** from the current Civil Service List to the position of Young Arena Manager in the Leisure Services Department, effective August 17, 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. YOUNG_ARENA_MANAGER_5.2026[1]
2. Young Arena Manager (exp 6.28)

Docusign Envelope ID: CAAC376B-BEC7-885E-8389-C63F3B1F232A

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: Young Arena Manager Department: Leisure Services

Reports To: Leisure Services Director Work Location: Young Arena

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: N/A
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: Chris Dolan
(Specify name and title of former incumbent)

If replacement, former incumbent: ☒ Retired/Resigned/Terminated ☐ Transferred ☐ Promoted

Date incumbent terminated employment: 8/14/26 Date of final payout: 9/4/26

Anticipated start date: 8/17/26 No. of hours/week: 40 Work schedule: M-F 8:00am-5:00pm and nights & weekends

Justification of need for position: This is an essential administrative position at Young Arena. The Young Arena Manager plans, directs, and supervises the day-to-day operations of Young Arena.

What are the likely consequences if the position is not filled? Young Arena operations will struggle. The other two full time staff will become burnt out trying to do this job in addition to their own. Ultimately event organizers may choose to hold their events elsewhere and revenue generation and customer satisfaction will suffer.

APPROVALS

Annual salary requirements: $89,315 Hourly Rate: $42.94 Benefits: $63.28 hourly/ $131,617.93 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	Date 5/11/26	Mayor Signed by: Dave Boesen 393E8397B3D3421...	Date 5/14/2026
Chief Financial Officer Signed by: Bridgett Wood	Date 5/14/2026	Human Resources Director Signed by: LANCE DUNN 7DC57B7B4358427...	Date 5/14/2026
Human Resources Committee Chairperson BB39559BCEE0474...	Date 5/15/2026		

Created 6/30/2017

Docusign Envelope ID: CAAC376B-BEC7-885E-8389-C63F3B1F232A

TODD DERIFIELD

From: CHRIS DOLAN
Sent: Tuesday, April 7, 2026 12:16 PM
To: TODD DERIFIELD
Cc: NIKKI FISCHELS; JAKE SCHAEFER; Craig Denner
Subject: Retirement

Hello Todd,
I am writing to formally notify you of my intention to retire from my position as Young Arena Manager. My last day of work will be Friday June 5-2026. My retirement date will be Friday August 14-2026.
I will be glad to assist in any way needed during the next two months to ensure a smooth transition.
Thank You,

Chris Dolan
Manager, Young Arena
125 Commerical Street
CITY OF WATERLOO
O: 319-291-4335
www.youngarena.com

Docusign Envelope ID: CAAC376B-BEC7-885E-8389-C63F3B1F232A

PERSONNEL REQUISITION
Young Arena Manager

The following questions are provided as guidelines to assist you in developing your rational for the position of Assistant Young Arena Manager in the Leisure 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?

The Young Arena Manager is an administrative position under the general direction of the Leisure Services Director & Asst. Director, responsible for coordinating all administrative, operational, concession, financial, and marketing activities at Young Arena.

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?

No. All other employees are being used to their fullest potential.

(3) How is the work of this position being accomplished now?

Chris Dolan is currently still on the job but will be retiring soon.

(4) Are the filled positions in your department currently being utilized to their maximum potential?

Absolutely.

(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)?

Young Arena hosts thousands of visitors each year and dozens of major events. Having quality leadership of the operation is key to the success of these events. The Young Arena Manager plans, directs, and supervises the day-to-day operations of Young Arena. The YA Manager also continuously seeks new events to utilize Young Arena and maximize revenues.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?

The Young Arena Manager is responsible for all revenues generated at the facility and continuously seeks new events to utilize Young Arena to maximize revenues.

Docusign Envelope ID: CAAC376B-BEC7-885E-8389-C63F3B1F232A

(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?

The incumbent to this position has not yet retired. Once he does retire there would be significant comp time attributed to filling his role if a permanent full time person is not appointed to fill this role.

(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.

Young Arena is probably the busiest it has ever been in its 31year history. Through that time full time staffing has remained consistent at three individuals. An Arena Manager, Assistant Manager, and Specialist.

(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.

Revenue generation at Young Arena will suffer. The other two staff members will quickly get burnt out handling an additional 33% more of the workload between the two of them. Planning and oversight of all aspects of the Young Arena operation will not occur leading to inefficiencies and lost revenue.

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?

Other staff do the best they can to fill in for short periods of time however that is not a sustainable model long term.

(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?

No, City staff is needed to best operate and maintain this facility.

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?

This position is equally as important to all other full time positions that report to me.

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(13) How does this position impact the Goals and Objectives for the City adopted by the City Council?

The City of Waterloo's 2030 Community Vision or Strategic Plan is based on eight pillars. Pillar #7 of that plan is Sportstown USA. The Sportstown USA pillar states that Waterloo should be the most rec-friendly and sports-focused town in Iowa. Having a premier ice arena with numerous opportunities for competitive hockey, figure skating, youth wrestling, public skating and walking certainly bolsters Waterloo's position as Sportstown USA.

Note: Forward completed questionnaire to Human Resources Department with original copy of Personnel Requisition form.

Docusign Envelope ID: CAAC376B-BEC7-885E-8389-C63F3B1F232A

CITY OF WATERLOO IOWA
Community of Opportunity

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

YOUNG ARENA MANAGER

DEPARTMENT	**LEISURE SERVICES**
SALARY	**$89,315 - $123,635.20**
FLSA	**NON-EXEMPT**
CIVIL SERVICE	**INCLUDED**
BARGAINING UNIT	**NON-BARGAINING**

GENERAL STATEMENT OF DUTIES

Administrative position under the general direction of the Leisure Services Director & Assistant Leisure Services Director, responsible for coordinating all administrative, operational, concession, financial, and marketing activities at Young Arena. Will often work independently and with minimum supervision. Supervises full-time, temporary, and seasonal employees.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

These functions are considered essential for successful performance in this job classification.

1. Plans, directs, and supervises the day-to-day operations of Young Arena.
2. Develops, manages, and monitors the Young Arena budget.
3. Works with the Assistant Young Arena Manager & Operations Specialist to schedule custodial, concession, and maintenance staff and ensure adequate staffing is available for all events.
4. Oversees the hiring, training, development, and supervision of staff. Conducts ongoing feedback and mentoring of employees.
5. Coordinates Arena projects and facility modifications.
6. Responds to questions from the public concerning Young Arena.
7. Prepares banking deposits and slips.
8. Prepares written records and reports.
9. Works with online payroll software to ensure Young Arena staff is paid appropriately.
10. Continuously seeks new events to utilize Young Arena and maximize revenues.
11. Works independently and with others with minimum supervision.
12. Attends work regularly at the designated place and time. Evening and weekend work is expected.
13. Attends meetings with individuals and civic groups and organizations to promote and explain operations, policies, and programs at Young Arena.
14. Performs all work duties and activities in accordance with City policies, procedures, OSHA, City, and Leisure Services safety rules and regulations.

Docusign Envelope ID: CAAC376B-BEC7-885E-8389-C63F3B1F232A

15. Responds to emergency calls on a 24 hour basis.
16. Performs all other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Ability to interview, select, train, instruct, and supervise all Young Arena employees.
2. Ability to express ideas orally and in writing.
3. Ability to understand chemical hazard labels and keep chemical use records.
4. Ability to exercise independent judgment in completion of assigned projects.
5. Ability to respond to questions and comments from the public tactfully and politely.
6. Ability to communicate effectively and maintain working relationships with coworkers, supervisors, elected officials and the public.
7. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. Graduation from an accredited college or university with a bachelor's degree in business administration, Public Administration, Recreation, Facility Management or related area and a minimum of five years of experience working in Ice arena industry with supervisory experience and progressively more responsibility.

   OR

   Associate's degree with a minimum of seven years of experience working in ice arena industry with supervisory experience and progressively more responsibility.

   OR

   High school graduation/G.E.D. with a minimum of ten years of experience working in ice arena industry with supervisory experience and progressively more responsibility.

   OR

   Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position.
2. Iowa Class C Driver's License and good driving record based on City of Waterloo driver performance criteria. 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; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation include habitual violator 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 including habitual violator within the previous five years; two or more at-fault accidents within a three-year period while driving on City business; three or more at-fault accidents within a three-year period. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

Docusign Envelope ID: CAAC376B-BEC7-885E-8389-C63F3B1F232A

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient strength and flexibility to perform assigned tasks.
2. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers and the public.
3. Sufficient depth perception, distance and peripheral vision to safely operate City vehicles, forklifts, etc. and equipment.
4. Sufficient hearing to understand verbal instructions, respond to questions from the public and diagnose equipment malfunctions.
5. Sufficient personal mobility that permits the employee to move around Young Arena.

MISCELLANEOUS

1. Must submit to City hiring requirements including pre-employment, post-accident, reasonable suspicion, and return-to-duty/follow-up alcohol and drug testing.
2. Following a conditional offer of employment, the City of Waterloo requires a physical examination and a drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the position. Failure to pass the physical and drug test will result in withdrawal of the employment offer.
3. The City of Waterloo reserves the right to conduct a background investigation including driving, employment and education on any applicant being considered for this position. After a conditional offer of employment is made a criminal history record search may also be completed.
4. Must submit to and pass Civil Service examination procedures including a panel interview.

WORK SCHEDULE

Required to work evenings, weekends and Holidays. Work schedule is based on an 8-hour day/40-hour week. Actual shift start time and days worked may vary depending on event schedule and season. One-hour unpaid lunch break. Minimal overtime.

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.

ORAL EXAMINATION DATE

All qualified candidates who apply by the deadline date will be notified of the time, place and date of the oral examination.

Docusign Envelope ID: CAAC376B-BEC7-885E-8389-C63F3B1F232A

YOUNG ARENA MANAGER 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

June 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 Young Arena Manager for the City of Waterloo, Iowa Leisure Services. This list shall be used to fill any vacancy in the Young Arena Manager classification from June 26, 2026 – June 26, 2028.

CERTIFIED LIST

Jake Schafer*

Respectfully submitted,

Sara Varda Date

Dr. Robert Welch Date

Marianne Kurtenbach Date

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
July 20, 2026

AGENDA ITEM TITLE
Jack Good, Board/Commission: Metropolitan Transit Authority, Expiration Date: July 20, 2029, New appointment.

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. Boards & Commissions Application_Metropolitan Transity Authority_Jack Good

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 06/26/2026

I, Jack Good, request to be appointed to (state preference):
(Name)

1. Metropolitan Transit Authority 2. _____

Home Phone: 319-551-9351 Cell Phone: 319-551-9351 Work Phone: n/a

Email Address jackgood55@aol.com

Home Address 1328 Bishop Ave Zip Code 50707

Employer Retired Title n/a

Employer Address n/a Zip Code n/a

How long have you resided in Waterloo? 54 yrs Email address: jackgood55@aol.com

List current membership in organizations and offices held: None

I am available for meetings: ☑ A.M. ☑ P.M. ☑ Noon ☑ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission:

I have previously served on the Metropolitan Transit Board.

Additional information and comments that may not be evident from information already on this form:

References (include phone numbers):

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature eed2fb07-ddb3-4648-9666-eddde3b1dc30

or **RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301**

Rev 02/20/2020

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
July 20, 2026

AGENDA ITEM TITLE
Shannon Bass, Board/Commission: Metropolitan Transit Authority, Expiration Date: June 30, 2029, Reappointment.

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. Board Member Letter to Waterloo 2026

METROPOLITAN TRANSIT AUTHORITY OF BLACK HAWK COUNTY
1515 BLACK HAWK ST., WATERLOO, IOWA 50702
PHONE (319) 234-5714
FAX (319) 234-6809

June 29, 2026

Honorable Mayor Dave Boesen and Waterloo City Council
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Dear Mayor Boesen and Council:

This letter is in reference to Metropolitan Transit Authority Board Members terms in office. According to our records, the following Waterloo Board Members term will expire on June 30, 2026.

Board Members not Renewing their Terms

Rick Newlon
Rick has been on the MET Board since 2023. He is not going to serve another term.

Board Members Completing their Term

Shannon Bass
Shannon Bass is completing her term as a MET Board member. She is employed by the Northeast Iowa Food Bank. MET Transit provides transportation to the individuals that utilize the food bank. I feel that it is important to have an advocate from the food bank to serve on the MET Board. Mrs. Bass has a good attendance record and expressed an interest to serve another term with my recommendation.

Lon Kammeyer
Lon Kammeyer is completing his term as a MET Board member. Mr. Kammeyer is a former employee of MET Transit and is very knowledgeable in the services provided by MET. He has a good attendance record and has expressed an interest to serve another term with my recommendation.

Dusky Steele
Dusky Steele is completing her term as a MET Board member. She is the development coordinator with the House of Hope and is a very active Board member. Mrs. Steele has a good attendance record and has expressed an interest to server another term with my recommendation.

Recommended new Board member

Jack Good
Jack Good submitted an application for Waterloo Boards and Commissions. Jack's background is in Union relations and vehicle maintenance. Jack previously served on the MET Board with me in the prior to my position as General Manager. He was always a good Board member with excellent attendance. I would recommend Mr. Good to serve on the MET Board to replace Rick Newlon.

Hopefully this information will help. If you have any questions, please feel free to contact me at this office.

Sincerely,

David Sturch, General Manager
Metropolitan Transit Authority of Black Hawk County

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
July 20, 2026

AGENDA ITEM TITLE
Lon Kammeyer, Board/Commission: Metropolitan Transit Authority, Expiration Date: June 30, 2029, Reappointment.

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

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METROPOLITAN TRANSIT AUTHORITY OF BLACK HAWK COUNTY
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PHONE (319) 234-5714
FAX (319) 234-6809

June 29, 2026

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City of Waterloo
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Lon Kammeyer
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Recommended new Board member

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Hopefully this information will help. If you have any questions, please feel free to contact me at this office.

Sincerely,

David Sturch, General Manager
Metropolitan Transit Authority of Black Hawk County

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

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

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. BoA Minutes May 26, 2026

CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M., MAY 26, 2026

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Thornsberry at 4:00 p.m., in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Jeri Thornsberry, Ras Smith, Tom Powers, and John Beckman.

Members absent were: Craig Holidman.

Others present were: Noel Anderson, Aric Schroeder, Adarsh Tummala, Joseph Geilman, and John Dornoff from the Planning Department; Jamie Kunutson – Engineering; Dave Morrow, Steve Schmitt, and Hector A. Salamanca Arroyo – Waterloo City Council; and 13 citizens.

I. Approval of the Agenda

It was moved by Beckman and seconded by Powers to approve the amended agenda, moving item 7 to the first decision item on the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on April 28, 2026.

It was moved by Beckman, seconded by Powers, to approve the minutes of the April 28, 2026, Board of Adjustment meeting. Motion carried unanimously.

III. Decision Items

1. Request by K & B Property Rentals for a Special Permit to allow for 7,447 cubic yards of clean fill in the "M-2" Heavy Industrial District located at 1850 West Airline Highway.

Geilman read the staff report recommending approval of the request with the following conditions: 1) that no fill be placed in the floodway, and the applicant's engineer shall stake the limits of the floodway prior to placement of any fill; 2) that a floodplain development permit be approved before placing fill in the floodplain; 3) that any pavement or hard surfacing in the area to be filled be removed before the placement of any fill; and 4) that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc.

Thornsberry asked what the city's process is to review and make sure everything is done, to which Schroeder responded that the applicant's engineer has stated the staking has already been done; even if not, then the Engineering and Planning Departments would work to ensure that the inspections are done and that there is no fill being put in the floodway.

Beckman asked who has the final responsibility to ensure it is done, to which Schroeder responded that it is the property owner, but the Planning Department has the responsibility to enforce the requirements.

Brandon Ballenger, 1850 W. Airline Highway, stated that they are trying to build it up to get it out of the 100-year floodplain, and the stakes are already out there.

Beckman asked about the applicant's business and if anything is going on in the existing buildings, to which Ballenger stated that he personally owns a landscaping company, but he also does property rentals, and the buildings are presently empty.

Beckman also asked how high the fill is going to be and if it will cover the ramp to the 2nd building to which Ballenger stated that it is in the note from the engineer, but thought it needed to come up about 3 feet, and the fill not cover the ramp to the 2nd building, as they are planning to concentrate on the rear section of the property and explained how the fill will be put in.

Beckman asked if the asphalt was coming out in line with the concerns of Engineering, to which Ballenger explained where the asphalt is and that where the fill is going, it will be removed.

It was moved by Beckman, seconded by Powers, to approve, per staff recommendation, the request by K & B Property Rentals for a Special Permit to allow for 7,447 cubic yards of clean fill in the "M-2" Heavy Industrial District located at 1850 West Airline Highway with the following conditions: 1) that no fill be placed in the floodway, and the applicant's engineer shall stake the limits of the floodway before placement of any fill; 2) that a floodplain development permit be approved before placing fill in the floodplain; 3) that any pavement hard surfacing in the area to be filled be removed before the placement of any fill; and 4) that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc. Motion carried unanimously.

2. Request by Iowa Heartland Habitat for Humanity for a variance to the parking requirements to allow for 5 parking spaces, 3 less than the 8 required in the "R-4" Multiple Residence District located at 624-626 West Park Avenue.

Geilman read the staff report recommending approval of the request with the following condition: That the final site plan meet all applicable city codes, regulations, and standards, including, but not limited to, parking, landscaping, screening, and drainage, except as modified by the Board of Adjustment.

Beckman noted that in April, the applicant was approved for 8 parking spots but questioned why it was not considered last month for the parking variance for stormwater, to which Geilman stated that stormwater was something they knew but were not sure how it would work, but looking at the plans, they found out that they could not do eight spaces and stormwater at the same time.

Thornsberry asked if there was an agreement between the applicant and the church to allow for the use of parking spaces, to which Geilman responded that there is no agreement yet, but it is a possibility.

Dusty William, Iowa Heartland Habitat for Humanity stated that the proposed garage has been scrapped at this point, and with the increase in concrete and the requirement for stormwater detention, the cost has gone up that is why the garage has been eliminated and also noted that First Congregational Church is a long time partner of Habitat and they have been contacted to see if an agreement can be reached for residents to use their parking lot.

Smith asked how Habitat will deal with the parking spaces if they can get them from the church and whether it will affect their rental rates, to which William explained that it has not been figured out yet, but most likely each unit will have a spot behind the building and one in the church parking lot, and it will most likely not affect the rents.

Smith and Beckman asked if the previous action the month prior should be rescinded, to which Schroeder responded that no, staff would not want to rescind the previous action, as it included several variance actions that were required and still are required, and this adds just one additional variance.

Beckman asked for clarification on whether the previous parking information, including the garage, needs to be rescinded, to which Schroeder responded that it was approved for 8 spaces, and 4 of those could have been in the garage, so it should not be needed.

Smith stated he does not like approving something with an assumption that parking may be acquired from the church, to which Schroeder responded that acquiring the parking from the church was a potential, but staff is still recommending approval, and staff does not expect any parking issues.

Thornsberry noted that in the minutes, it does not talk about parking; it only talks about setbacks, to which Schroeder responded that the reason for that is the variances were for the setbacks, not for the amount of parking itself.

Smith asked if the stormwater cost impeded the garage or the space required for it, to which Schroeder responded that it was most likely both, and Williams stated that it was the cost that contributed to the garage being deleted.

Smith wondered if this would be setting a precedent of allowing a variance due to cost, to which Thorsnberry responded that she sees it differently in that the Federal requirement for stormwater requires more space, which is a valid reason for a variance.

It was moved by Powers, seconded by Beckman, to approve, per staff recommendation, the request by Iowa Heartland Habitat for Humanity for a variance to the parking requirements to allow for 5 parking spaces, 3 less than the 8 required in the "R-4" Multiple Residence District located at 624-626 West Park Avenue with the following condition: That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc., except as modified by the Board of Adjustment. Motion carried unanimously.

3. Request by Hope City Church for a Special Permit to allow for a religious facility in an existing building in the "C-3" Central Business District located at 191 West 5th Street.

Tummala read the staff report recommending denial of the request.

Thornsberry asked if the overarching plan for the City of Waterloo is the Comprehensive Plan, then the Downtown Master Plan/Riverfront Renaissance, and then the Economic Development Plan. Shroeder explained that the Comprehensive Plan is the overall plan for the city, and the others are plans that were adopted and referenced in the Comprehensive Plan, with the Comprehensive Plan being required by state code.

Quovadis Marshall, 1248 Partridge Lane, stated that if he were a dentist's office and moved into this building, it would disrupt the plan, but that is an allowed use. He further stated that it would take a specific type of investor to buy the property, demolish the existing building, and build it into high-rise apartments, and that is an idea, not a plan, and the requirement of the Special Permit makes it not for profit and not welcome in the downtown area, and that is the precedent being set. Marshall further stated that the building has been empty for 4 years and on the market for a year and a half, and any investor could have bought this building but has not, and does not believe the claim that the church will not bring vibrancy and the church has enough parking and has worked out an agreement with the parking garage for members to park there and for the church to be charged for that plus the congregation will spend money in the downtown area and the 800 number was if they outgrew their 400 seats they would add another service like they have at their current location. Marshall stated that the current building is a 100-year-old facility, and there is only so much fixing that can be done, and it is not only the congregation but

the non-profit that is run out of the building, and staying in the current building is not in the congregation's best interest.

Smith stated that he did not hear the city say that a religious entity would not be good downtown, but it did not necessarily fit with the purpose or intent of the Central Business District, and specifically items two and four, which is the economic development aspect of it, and does not believe that religious institutions harm, but objectively looking at the essential Central Business District and the economic goals and safeguarding the scarcity of locations like this one that is along the riverfront and would agree that plans are just ideas but need to be aligned with the goals to which Marshall responded that his mother would say a bird in the hand is worth more than two in the bush and there is an opportunity for the church to buy the property, spend millions on renovating it, and the amount of money the church has invested in this city more than makes up for the tax dollars that the city would make on property taxes and how important everything the church does for the city but despite the building being empty for 4 years they rather wait in case someone might buy it and redevelop it and the feeling that property tax brings value to the community and not revitalization and foot traffic.

Powers asked what the alternatives are that have been looked at to which Marshall responded that he sat in Anderson's office two years ago and talked about buildings, including the Wells Fargo Building, the Hy-Vee building, the CVS building, and at the time All in Grocers was still going, but then talked about that building and working with another non-profit, and noted that they did not want to leave the downtown areas as they love the downtown area and provide services that businesses won't and went over issues with the other buildings and when the price for the West 5th building dropped to $600,000 and now dropped to $495,000 the church put an offer in for the building but they lost it to another non-profit but that deal fell through so they went after it and didn't know they would even need a Special Permit and noted again if they were a for profit entity they could buy the building, occupy it and there is nothing the city could do about it.

Beckman asked where the four properties that the church owns are, to which Marshall responded that they own 118 High Street, 10 acres off of Idaho and Vine Street, 3706 & 3712 Cedar Heights Drive.

Thornsberry noted that on page 42 of the packet in the staff report, the City of Waterloo is applying for a Safe Streets for All grant to turn 5th and 6th Streets back into two-way streets, and this site would be affected by that to which Anderson responded that one of the main reasons for this conversion is for Economic Development purposes and if you look at 4th Street as compared to 5th and 6th Streets you will see a difference in the number of smaller businesses, mixed use buildings so the idea is to bring about a better flow of traffic and does not believe the church would take advantage of the commercial opportunities and the conversion of East High to a middle school would also open up land at the church's current site on High Street that would be available for them to redevelop that site and there is only a limited number of riverfront sites. Anderson further noted that when the River Renaissance Plan was first developed, the first thing the city did was buy out a bank site that was used for a drive-through so that the youth pavilion could expand and also be redeveloped, the amphitheater, the Art Block mixed-use building, and multi-story built again every site along the riverfront have been in conjunction with the plan.

Thornsberry asked what would happen to the building during the week, to which Marshall responded that they have 4 full-time and a couple of part-time staff people who would transfer to this building, in addition, mornings, afternoons, and nights, there would be small groups of all ages to gather and the current building does not meet their needs and the building is activily used through the week and Thornsberry stated that she did not hear anything that stated that property taxes was taken into consuideration staff's recommendation and the decision making process and Marshall asked for

confirmation that Thornsberry had not heard anything that the fact that there would be no tax revenue does not sway the decision of the city.

Jim Trennell, Invision Architecture, stated that he is the church's architect of record and that he wanted to repeat that the property currently has 56 parking stalls, and 36 new ones will be created by demolishing the drive-through lanes, with an agreement with the parking ramp to use that space along with on-street parking. Trennell also noted that the church will not have any church bells or exterior speakers to call to prayer that will disturb the peace. In addition, because this is a change of use, the building would need to be brought up to the building code for assembly, including sprinklers and fire alarms. Trennell went on to say that there is a large list of entities that could come in and tie this property up and make it unavailable, and went on to say there is a Federal Law called the Religious Land Use and Institutional Persons Act (RLUIPA) that prohibits any land use regulations that impose a substantial burden on religious exercise that prohibits but local governments imposing land use regulations that treats religious institutions on non-equal terms of non-religious institutions and gives examples of court cases and that the city and the Board needs to consider that as they are making the decisions. Trennell then handed out documents of the Zoning Ordinance, noting that the Board of Adjustment standards should be looked at for decisions, and master plans are not included in this list.

Thornsberry asked about the relationship of the code in the documents handed out by Trennell and the Comprehensive Plan and subplans, to which Schroeder responded that these are is the standards but not the only standard, noting the entire Zoning Ordinance is based on being in compliance with the Comprehensive Plan, and the downtown plan is considered a component of that, and in the Administrative Bylaws that the Board of Adjustment approved it notes that the final decision of the Board whether to approve, deny, or table a request should be based on the Staff Report which will be based of the details of the request including applicable conditions of the Zoning Ordinance, Comprehensive Plan, and other detailed plans for specific areas of the community, and the Downtown Masterplan and specifically noted in the adopted Administrative Rules for the basis of a decision.

Powers asked for a review of page 186, item F, to which Schreoder responded that it states that the Board should not approve a Special Permit if it is not compliant with noted standards, but it does not state that those are the only criteria a decision should be based on, and staff would suggest that there are criteria under that list that the request does not meet, specifically A, B and C.

Smith asked for clarification on item F under 4, it needs to conform to the applicable regulations of the district in which it is located would that apply to the Central Business District to which Schroeder responded yes, since it is located in that district.

Thornsberry asked if there are concerns about RLUIPA, to which Schroeder responded that he is familiar with the law and has no concerns about the City of Waterloo Zoning Ordinance being out of compliance with that law since it states you cannot regulate a religious facility differently than similar facilities, it is not all uses for example you cannot compare it to a dentist office instead you must compare it to assembly halls or other similar assembly uses and the City of Waterloo Zoning Ordinance regulates those all the same by requiring a Special Permit and they are generally allowed in most Zoning Districts and because of that they are considered a Special Permit use so they can be compared on a case by case basis to ensure they are in conformance. Schroeder further stated that, as an example, the dentist office that keeps being brought up cannot be built in a residential district, but a church can be built upon the approval of a Special Permit after ensuring that it will not have a negative effect on the location where it is going to go.

Shelby Jenkins, 845 West 4th Street, noted she is a student at the University of Northern Iowa pursuing a degree in Social Work and Sociology with concentrations in addiction recovery, mental health, nonprofit

leadership, psychology, and social justice. Jenkins noted that she feels that this decision has serious implications for public health, homelessness, addiction recovery, and recidivism, stating that Hope City Dream Center is not just a church outreach program, as it functions as a front-line community support service, and went over some of the many services they provide and how she personally benefited them and her story is just one of the many that benefited from Hope City's outreach program.

Before making the motion, Beckman stated that there is no argument that Hope City Church provides a valuable service to the community; however, in this case, he could not support the request.

Thornsberry noted that this request will require a roll-call vote.

It was moved by Beckman, seconded by Powers, to deny the request by Hope City Church for a Special Permit to allow for a religious facility in an existing building in the "C-3" Central Business District located at 191 West 5th Street for the following reasons: 1)The rehabilitation of a single-story building with a surface level parking lot would not appear to meet the Downtown Master Plan/Riverfront Renaissance Plan, a component of the City of Waterloo Comprehensive Plan; 2) the proposed project would not appear to be the highest and best use for a riverfront site with the Riverfront Renaissance goal of bringing people back to the river with multi-story, mixed-use buildings; 3) the proposed project would not appear to be in conformance with the "Block by Block" maps of the Downtown Master Plan; and 4) the proposed project would not appear to meet the purpose and intent of the "C-3" Central Business District and the Comprehensive Plan's Economic Development Goals 2,3, & 4 to bring upper-floor residential redevelopment opportunities and means to provide vibrancy to the Central Business District, revitalization of blighted and underutilized existing sites, which would be better suited through investment and expansion at 118 High Street. Motion carried unanimously.

IV. Discussion

The next meeting of the Board of Adjustment will be on June 23, 2026.

Schroeder went over a couple of articles that discussed the changes to the criteria that the Board of Adjustment needs to review to make a decision on the item called "practical difficulties" that the State of Iowa Legislature passed and the Governor signed in the previous legislative session, with discussion on the articles.

Dornoff noted that of the 4 Temporary Variances that are set to expire this year, two of them will not be coming back before the commission, as the applicants at 801 Gilbert for a 1-year variance for a garage without a primary structure have decided to demolish the garage, and a 2nd has not abandoned the project they were planning.

V. Adjournment

It was moved by Powers, seconded by Smith, to adjourn the meeting at 5:35 p.m. Motion carried unanimously.

Respectfully submitted,

John Dornoff,
Planner II

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Motion to receive and file Complete Streets Committee minutes of February 2026

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Minutes Complete Streets 02-24-26

Minutes of The
City of Waterloo Complete Streets Advisory Committee Meeting
February 24, 2026

The Meeting of the City of Waterloo Complete Streets Advisory Committee was called to order at 1:30 pm on February 24, 2026, by Chairperson Young in the 1st Floor Conference Room at Waterloo City Hall.

Roll Call: Members present: Aric Schroeder, Oghogho Oriakhi, Jessica Rucker, J.B. Bolger, David Sturch, Oumie Ceesay, Dwight Diercks, Kevin Demler, Kathryn Gilbery, Curtis Young, and John Dornoff.

Members absent were: Felicia Cass.

Other attendees: Nick Fratzke – INRCOG.

It was moved by Bolger and seconded by Dierks to approve the amended minutes of the January 27, 2026, meeting, correcting the name of the Cedar Valley Trails Partnership. Motion carried unanimously.

Agenda Items:

- **Iowa Bicycle Coalition Meeting – Legislation Discussion**

  - The discussion was held on February 17th.
  - Discussed House Study Bill 637 that would have prohibited bicycles, e-bikes, scooters, etc. from roads that exceeded 25mph, and restricted e-bikes on sidewalks and trails, but the bill did not make it past the February 20th funnel.
  - Fines would have been up to $500 if a bicycle was on a street with a speed limit over 25mph.
  - It was noted that you see lots of bicycles on streets that have 35mph speed limits.
  - There is also a bill going through the legislature that would increase fines for excessive speeds.
  - It was also noted that the City of Davenport has put restrictions on e-bikes on one of its trails.

- **Wayfinding Project**

  - Most of the current wayfinding is for automobiles and not for pedestrians and bicyclists, but there is also missing pieces of wayfinding.
  - There was a grant to put in 15 signs back in 2009; however, there have been a lot of changes in the years since, and phase 2 of the project, which was to focus on pedestrians and bicyclists, was never put in.
  - Main Street Waterloo is working with a consultant from South Carolina on the signage needs.
  - Signage should be expanded to the entire city and direct people from places like the theme parks and casino to downtown.
  - Some of the signs do not meet the traffic or ADA codes of today.
  - Signs are needed to fill in the gaps.
  - The consultant is looking at ways to use the back of the signs instead of having them blank like they are today.
  - It was noted that the traffic signal box at the convention center corner of West 4th and Jefferson Streets may not meet ADA requirements.
  - It was noted that it will take about 4 months for the study to be done and submitted.
  - Rucker went over some ideas for the signage.
  - The question arose of who is responsible for the existing signs on the trails.
  - It was discussed that signage on the highways is poor.

- **Update on City Projects**

  - The infill projects from 2026 have been designed and let and work should commence when construction season starts.
  - Request for funding in 2027 was not approved.
  - May have some money left over from 2026 to do the Flammang connection.
  - Next sidewalk zone will be Zone 6.
  - Schroeder went over how the CIP process works.

- **AARP/MET Grant**

  - INRCOG put together grant application for MET signs.
  - Some signs had ADA issues and needed to be adjusted.
  - Grant application needs to be turned in by March 4th.
  - It was noted that funded by AARP will need to be on the signs.
  - The signs are part of larger INRCOG goals.

- **Pedestrian Crossing Flags**

  - Demler went over the idea of crosswalk flags.
  - Some issues that have occurred in other cities were noted.
  - Should be used on streets with stop signs and lights.
  - The question of who would need to approve the flags was discussed.

- **Upcoming Planning Commission Agenda Review**

  - Schroeder went over the March 10th Planning, Programming, and Zoning Commission agenda.

Discussion Items:

- The Cedar Valley Trails Partnership Grant applications will be due soon.
- The American Discovery Trail will be having a coast-to-coast trek from San Francisco to the East Coast, which will go through Waterloo.

Adjournment

Young adjourned the meeting at 2:55 p.m.

Respectfully submitted,

John Dornoff
Planner II

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

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

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Historic Minutes 5-19-26
2. Historic Minutes 6-16-26

WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES
REGULAR MEETING – May 19, 2026– 4:30 P.M.
The meeting was held in the Mollenhoff Conference Room at City Hall

Chairperson Hedrick called the regular meeting of the City of Waterloo Historic Preservation Commission to order at 4:32 p.m.

Commission Members present were: Nick Hedrick, Jared Hottle, Ed Ottesen, Alexander Hottle, and Cole Weliver.

Commission Members present electronically were: None

Commission Member(s) absent were: Terry Stevens, and Ivan Valtchev, and

Others present were: Joseph Geilman- Planning Staff, Jessica Rucker-Main Street Waterloo, and 1 member of the public

Approval of Agenda

Motion made by Ottesen and seconded by A. Hottle to approve the agenda of the May 19, 2026 regular meeting.

Approval of Minutes

Motion made by Weliver and seconded by Ottesen to approve the minutes of the April 21, 2026 regular meeting. Motion carried unanimously.

Oral Presentations

No Report

Hearings

No Hearings

Building/ Project Consultation

No Consultations

Reports

1. **Main Street**

Ottesen noted that the design review board did a consultation for the central battery building. They also approved a sensory walk that the library will be doing. There were some sign approvals given, and some outdoor seating has been approved.

Rucker noted that Tour de Loo was great. They sold 84 tickets. Friday-Loo was happening this Friday. They also planted flowers downtown today.

2. **Silos and Smokestacks**

No discussion

3. **Grout Museum**

Geilman noted that Gallagher told him that the Museum was happy to host the banquet.

4. **Highland Neighborhood**

Hedrick and Weliver noted that the neighborhood music series will be coming to the Highland Neighborhood in September.

5. **Walnut Neighborhood**

It was noted that the park was approved.

Discussion Items/Possible Action Items

1. **Dunsmore House**

J. Hottle noted that he did a presentation with the Cedar Valley Historic Society about the Dunsmore house.

2. **Collaborations**

a. Historic Walk- Main Street Waterloo

Rucker and Hedrick shared about a project they saw in Tulsa, Oklahoma which was a historic walk featuring key places in that area. There was a line painted on the sidewalk to guide people walking along the path. There could be QR codes placed along the path to take people to a website page with information about it. It could potentially be launched by next May. A. Hottle asked if it would be on both sides of the river. Rucker replied that hopefully it will. J. Hottle noted that a hunt for the QR codes could make it more exciting. It was also discussed that we would need to have the businesses downtown informed about it so they could answer questions about it. A subcommittee will be made to help work on the project.

It was moved by Ottesen and seconded by J. Hottle to approve starting the new collaboration with Main Street Waterloo for a historic downtown walk. The motion passed unanimously.

3. **City-Owned Properties**

No discussion

4. **Goals and Action Plan**

No discussion

Discussion Items

The awards banquet was discussed, as well as the effectiveness of it. A. Hottle discussed a couple of ideas of how to get more people there, and how to attract a younger crowd.

Hedrick also asked who would be in charge of posting to the city Facebook page. Geilman stated that he would have to look into it.

Adjournment

Motion made by J. Hottle and seconded by Weliver to adjourn the meeting at 5:12 p.m. Motion carried unanimously.

Respectfully submitted,

Joseph Geilman
Planner I

DRAFT

WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES
REGULAR MEETING – June 16, 2026– 4:30 P.M.
The meeting was held in the Mollenhoff Conference Room at City Hall

Chairperson Hedrick called the regular meeting of the City of Waterloo Historic Preservation Commission to order at 4:30 p.m.

Commission Members present were: Nick Hedrick, Ed Ottesen, Alexander Hottle, and Cole Weliver.

Commission Members present electronically were: None

Commission Member(s) absent were: Terry Stevens, Jared Hottle, and Ivan Valtchev

Others present were: Joseph Geilman- Planning Staff, Hector Salamanca-Arroyo- City Council Liaison, and 2 member of the public

Approval of Agenda

Motion made by Ottesen and seconded by Weliver to approve the agenda of the June 16, 2026 regular meeting.

Approval of Minutes

Motion made by A. Hottle and seconded by Weliver to approve the minutes of the May 19, 2026 regular meeting. Motion carried unanimously.

Oral Presentations

No Report

Hearings

No Hearings

Building/ Project Consultation

No Consultations

Reports

1. **Main Street**

Ottesen noted that the Downtown light fixtures were discussed at the design review meeting. This is an ongoing discussion, as Main Street searches for a design that will replace the top of the light poles, getting better lighting, while still looking historic. Ottesen also noted that a sign was approved, and that the they chose to send the Central Battery Building project as their nomination for a state grant.

2. **Silos and Smokestacks**

No discussion

3. **Grout Museum**

Gallagher noted that they are busy with different holiday events. The museum is having their garden tour this weekend. They are working to have successful summer events and are working on new exhibits.

4. **Highland Neighborhood**

Hedrick and Weliver noted that there was a discussion on painting the light posts as the neighborhood will have to raise money for the project. There is a neighborhood dance, as well as a neighborhood night out coming up. It was also noted that the neighborhood gardens are full this year.

5. **Walnut Neighborhood**

No discussion.

Discussion Items/Possible Action Items

1. **Dunsmore House**

Geilman noted that someone interested in the Dunsmore house did call in and left a voicemail about the house, but did not leave a working phone number, so he was unable to reach the interested party.

2. **Collaborations**

No discussion

3. **City-Owned Properties**

Geilman noted that 233 Gable is being demolished, and it was not considered historic. He also noted that the city is currently working on acquiring the Courier block building, and that the Rath Admin project is still moving forward as far as the city is aware.

4. **Goals and Action Plan**

The CLG grant was discussed, and Geilman noted that he can send out the website with information about the grant.

Discussion Items

Geilman asked the commissioners if they still wanted to meet monthly, even if there was nothing on the agenda. Hedrick thought it would be good to keep having meetings but wondered if it would be possible to just have those meetings over zoom. Geilman noted that it may be possible to do that and will look into that possibility.

Adjournment

Motion made by Ottesen and seconded by A. Hottle to adjourn the meeting at 4:56 p.m. Motion carried unanimously.

Respectfully submitted,

Joseph Geilman

Joseph Geilman
Planner I

DRAFT

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
City Clerk Department	July 20, 2026

AGENDA ITEM TITLE

Liquor Licenses

7 Star Liquor & Tobacco, 2844 University Ave., Class E w/Sunday Sales, (Renewal) Exp. 07/24/2026.
Cedar Ridge Vineyard, 306 E. 4th Street, Class C w/Sunday Sales, (5-Day) Exp. 08/04/2026.
Fester's Pub, 324 E. 4th Street, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp. 07/21/2026.
Lighthouse Lounge, 1307 W. 5th Street, Class C w/Sunday Sales, (Renewal) Exp. 06/28/2027.
LJ's Neighborhood Bar & Grill, 3550 Kimball Avenue, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp. 06/29/2027.
LoLo Food Market, 1916 E. Mitchell Avenue, Class B w/Sunday Sales, (Ownership Updates) Exp. 06/30/2026.
Olive Garden, 1315 E. San Marnan Drive, Class C w/Sunday Sales (Renewal) Exp. 05/28/2027.
Prime Mart 7, 1309 Lafayette Street, Class C w/Sunday Sales, (Renewal) Exp. 06/12/2027.
Riverloop Expo Plaza, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp. 07/02/2027.
Singlespeed Brewing Co., Class C w/Outdoor Service and Sunday Sales, (Temporary Outdoor Service) Exp. 08/09/2026.
Walgreens #07455, Class E w/Sunday Sales, (Renewal) Exp. 06/16/2027.
Yesway #1022, 1976 Franklin Street, Class B, w/Sunday Sales, (Renewal) Exp. 07/12/2027.

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
City Clerk Department

MEETING DATE
July 20, 2026

AGENDA ITEM TITLE

Cigarette/Tobacco/Nicotine/Vapor Permits
Kwik Stop 3, 1104 Washington Street (Retail Tobacco).
Placo Smoke & Vape Shop, 1010 E. Mitchell Avenue, Ste. 8 (Retail Tobacco).
Shwe Nyiko Martket, 911 Commercial Street (Retail Tobacco).
Vape Time, 2829 University Avenue (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 20, 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 7.20.2026

RIGHT OF WAY CONSTRUCTION BONDS
COUNCIL APPROVAL
JULY 20, 2026

SU 7128420-0000	5J Construction LLC	Waterloo, IA
RLI0618722	Larry A. Rust	Waterloo, IA
7900322198	Michael James	Waverly, IA
62814559	Mp Nexlevel, LLC	Maple Lake, MN

RIGHT OF WAY CONSTRUCTION BOND

No. SU 7128420-0000

Applicant's Telephone Number: (319) 595-8928

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), 5J Construction LLC,

of 1735 Rainbow Dr (Street), WATERLOO (City), Iowa (State),

as Principal, and Arch Insurance Company of

Harborside 3, 210 Hudson Street, Suite 300, Jersey City NJ 07311,

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 5J Construction LLC of 1735 Rainbow Dr, WATERLOO IA 50701 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is 10th July, 2026, through April 30, 2027.

Witness our hands this 10th day of July, 2026.

5J Construction LLC
PRINCIPAL

By: _____

Printed Name: JEFF A JENSON

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Arch Insurance Company
SURETY

By: _____
Attorney-in-fact Christopher Kolger

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aaron Steffey and Christopher Kolger of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Million Dollars ($1,000,000.00).
This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **21st day of November, 2025**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated November 21, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 10th day of July, 2026.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

RIGHT OF WAY CONSTRUCTION BOND

No. RLI0618722

Applicant's Telephone Number: 319 404 5279

KNOW ALL MEN BY THESE PRESENTS:

Larry and Company, Inc
7239 Osage Rd.
Waterloo, Iowa 50703

That (I), (We), Larry A. Rust,

of 7239 Osage Rd (Street), Waterloo (City), Iowa (State),

as Principal, and Old Republic Surety Company of

18500 W Corporate Dr, Ste 170, Brookfield, WI 53045,

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 Larry A. Rust of 7239 Osage Rd, Waterloo, IA 50703-9360 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, 20 26, through April 30, 20 27.

Witness our hands this 29th day of January, 20 26.

Larry A. Rust
PRINCIPAL

By: Larry A. Rust

Printed Name: Larry A. Rust

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Old Republic Surety Company
SURETY

By: _____
Attorney-in-fact

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1941

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Anne Solomko of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows: Effective Date: 05/01/

Bond Number: RLI0618722 Bond Amount: Twenty Thousand Dollars $ 20,000.00

Principal Name: Larry A. Rust

Obligee Name: City of Waterloo - Engineering Dept, Iowa

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29th day of January, 2026.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of January, 2026, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My Commission Expires: 09/28/2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0401914

Signed and sealed at the City of Brookfield, WI this 29th day of January, 2026.

Assistant Secretary

ORSC 22262 (3-06)

ASSUREDPARTNERS GREAT PLAINS

RIGHT OF WAY CONSTRUCTION BOND

No. 7900322198

Applicant's Telephone Number: 319 389 9869

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Michael James,

of 409 Bel Air Drive (Street), Waverly (City), IA (State),

as Principal, and Nationwide Mutual Insurance Company of

1100 Locust Street, Department 2006, Des Moines, IA 50391,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Michael James of 409 Bel Air Drive , Waverly, IA 50677 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1st, 2026, through April 30, 2027.

Witness our hands this 30th day of January, 2026.

Michael James
PRINCIPAL

By: Michael James

Printed Name: Michael James

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Nationwide Mutual Insurance Company
SURETY

By: Elizabeth Moore
Attorney-in-fact Elizabeth Moore

SEAL

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

Bond Number: 7900322198

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint

Elizabeth Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (iii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Twenty Thousand and No/100 Dollars ($20,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Kam
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of January, 2026.

Assistant Secretary

BDJ 1(10-25)00

RIGHT OF WAY CONSTRUCTION BOND

No. 62814559

Applicant's Telephone Number: 320 963 2400

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Mp Nexlevel, LLC,

of 500 COUNTY ROAD 37 EAST, MAPLE LAKE, MN 55358,
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 Mp Nexlevel, LLC of

Maple Lake, Minnesota 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 31st day of March, 2026.

Mp Nexlevel, LLC
PRINCIPAL

By: _____

Printed Name: Robbi L Pribyl

President

WESTERN SURETY COMPANY
SURETY

By: _____
Attorney-in-fact
Larry Kasten,
Vice President

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,

State of South Dakota, its regularly elected Vice President,

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One RIGHT OF WAY CONSTRUCTION CITY OF WATERLOO

bond with bond number 62814559

for MP NEXLEVEL, LLC

as Principal in the penalty amount not to exceed: $20,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 31st day of March, 2026.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 31 day of March, 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
SEAL SEAL

P. Dahl

Notary Public

My Commission Expires June 18, 2031

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701-1-2026

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Angie Fordyce, Community Development Coordinator
Community Development Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

FY27 Funding Recommendations for the FY27 Waterloo/Cedar Falls HOME Consortium.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The 2027 Annual Action Plan outlines the activities that will be carried out in year 3 of 5 of the program year 24-28 Five-Year Consolidated Plan. Activities will include affordable housing, neighborhood stabilization, public services, homeless prevention, and program administration. Waterloo Community Development administers programs with funding provided by the U.S. Department of Housing and Urban Development.

NEIGHBORHOOD IMPACT

Community Development activities are to benefit low/moderate income families and/or low-income areas or remove slum and blight in low -income areas.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. FY2027 Annual Action Plan Draft
2. FY27 AAP 2nd Public Hearing Affidavit

Waterloo/Cedar Falls HOME Consortium

FEDERAL PROGRAM YEAR 2026 ANNUAL ACTION PLAN

CITY FISCAL YEAR 2027

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Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Waterloo is required to prepare and submit a Consolidated Plan and an Annual Action Plan to the U. S. Department of Housing and Urban Development (HUD) as a prerequisite for receiving Community Development Block Grant (CDBG) Home Investment Partnerships Program (HOME) Funds. The City of Waterloo receives its own direct allocation of CDBG funds and is the lead entity for the Waterloo/Cedar Falls HOME Consortium, an intergovernmental arrangement that allows the two local governments to join together in order to receive HOME funding for affordable housing. This allows both cities to benefit from the HOME funding that the individual cities would not otherwise qualify for under HUD's formula criteria.

The City's 2024-2028 Consolidated Plan is a comprehensive planning document that identifies the City's overall needs for community and economic development, affordable housing, homelessness services, and public services. The Consolidated Plan outlines the City's strategies, priorities, and objectives for addressing identified needs.

The City of Waterloo is in the third year of the 2024-2028 Consolidated Plan period which covers the 2026 program year (July 1, 2026 to June 30, 2027). The Annual Action Plan identifies the specific projects that are proposed for the HUD 2026 allocations of $1,180,662 in CDBG and $455,611.44 in HOME funds. It describes eligible programs, projects, and activities to be undertaken with anticipated funds made available in the 2025 program year and their relationship to the priority needs identified in the Consolidated Plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Priority needs identified in the Consolidated Plan were developed based on input from residents and stakeholders as well as analysis of data related to community development needs in Waterloo. Based on the needs assessment data and public input, the City has identified the

following four priority needs, which will guide local allocations of CDBG within the city and HOME funds within the Consortium's jurisdiction over the five-year Consolidated Plan period.

- Increase and Improve Affordable Housing Options
- Homelessness Prevention and Support
- Neighborhood Revitalization
- Provide Public Services to Enhance Quality of Life
- Fair Housing
- Program Administration

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each year, Waterloo reports its progress in meeting the City's five-year and annual goals by preparing a Consolidated Annual Performance Evaluation Report (CAPER). The CAPER is submitted to HUD within 90 days after the City's program year concludes. Copies of recent CAPERs are available for review at the City's Community Development Department offices or online at www.cityofwaterlooiowa.com/ departments/community_development. The City's Program Year 2024 CAPER, the most recent report available, highlights the following achievements:

Community Development Block Grant Funding:

- 1 Home was rehabilitated with CDBG funds that leveraged Lead Hazard Control funds to remove lead hazards in the home.
- 3 Homes were rehabilitated with CDBG funds that leveraged Healthy Homed Production Grant funds to make homes healthy and safe.
- 1 Home was rehabilitated with CDBG funds.
- 20 Roof replacements
- 9 Critical repairs completed through Habitat for Humanity.
- 40 Emergency repairs
- Individuals were served through Neighborhood Services
- Demolition and site clearance of the St. Mary's church and school-project was completed.

HOME Investment Partnership Funding:

- 9 Families received down payment assistance
- 1 Acquisition-rehab-resale project at 232 Ricker St. was completed
- 1 New Construction project located at 1518 W. 4th St. completed by Habitat for Humanity

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Five-Year Consolidated Plan involved gathering input regarding housing and community development needs in the cities of Waterloo and Cedar Falls. As members of a HOME consortium, the cities of Waterloo and Cedar Falls collaborated to implement a single, streamlined citizen participation process designed to collect public input from residents of both cities while avoiding duplication of effort and expense. The project team used a variety of approaches to achieve meaningful public engagement with residents and other stakeholders, including community meetings, focus groups, pop-up engagement, stakeholder interviews, and a community-wide survey.

Citizen Participation for Federal Program Year 2026 included:

- December 1, 2025 at 3:00 p.m. the Informational Forum was held via Zoom to inform the public and agencies about the annual planning process.
- February 17, 2026 at 4:00 p.m. A Public Hearing was held during the Waterloo Community Development Board meeting held in Council Chambers at Waterloo City Hall (715 Mulberry Street, Waterloo, IA 50703)
- A 30-Day Public Comment Period was held beginning June 17, 2026 through July 17, 2026.
- July 20, 2026 at 5:30 p.m. A Public Hearing was held during the Waterloo City Council Meeting (Council Chambers at Waterloo City Hall, 715 Mulberry Street, Waterloo, IA 50703)

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

December 1, 2026 Informational Forum- The meeting began with introductions from participants representing the African American Historical and Culture Museum and the Northeast Iowa Food Bank, with Angie serving as the facilitator. Angie provided a comprehensive overview of the City of Waterloo's CDBG and HOME funding application process for fiscal year 2027, including eligibility requirements, budget specifications, and key deadlines. The discussion covered application procedures, funding opportunities, and compliance requirements for various project types, with specific guidance provided to both the museum and food bank representatives regarding their respective funding approaches. General questions were asked regarding how to obtain a Unique Entity Identifier and who to contact with any questions.

February 17, 2026 First Public Hearing- Sarah Clausen, homeowner on Loretta St. in Waterloo spoke about having options available for low-income home buyers and sellers. She talked about her elderly neighbors who she felt got taken advantage of when they sold their home which has since been turned into a rental property that is not maintained and is impacting the neighborhood. She had also thought about homebuyer loan assistance for teachers to draw them to the community. Fordyce said that we have a low-income home buyer assistance program now, but that marketing the program to the school administration might be an idea. We do have some of these programs available now. May need to make low-income homeowners and buyers more aware of them.

Barb Prather from the Northeast Iowa Food Bank spoke expressing their thanks for all the assistance we have provided in the past and continue to provide. She did speak briefly about their capital campaign and how having the city's support for that is so important as the need continues to grow for their services.

June 17, 2026 to July 17, 2026 30 Day Comment Period- TBD

J**uly 20, 2026, Second Public Hearing**- TBD

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were considered in the final allocation determinations.

7. Summary

Goals for the 2024-2028 period include increasing and improving affordable housing options, homelessness prevention and support, neighborhood revitalization, providing public services to enhance quality of life, fair housing, and program administration. These goals are

intended to address high-priority needs identified through data analysis, community input, consultation with community stakeholders and partner agencies, and a review of relevant recently completed plans and studies. For program year 2026, input received during the Five-Year Consolidated Plan guides the activities that will be conducted during the fiscal year. Waterloo will continue to rely on partnerships with a wide variety of community and public service providers to achieve its Consolidated Plan goals and address priority needs. Comments received during both Annual Action Plan Public Hearings are currently being addressed through our Consolidated Plan goals.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WATERLOO	
CDBG Administrator	WATERLOO	Community Development Department
HOPWA Administrator		
HOME Administrator	WATERLOO	Community Development Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The Waterloo Community Development Department is the lead agency for the preparation of the Waterloo/Cedar Falls Consolidated Plan and the HOME grant program. Waterloo and Cedar Falls are part of a HOME Consortium to receive HOME funds to address housing needs in the two communities. Each city is responsible for the administration of their respective CDBG Program.

Consolidated Plan Public Contact Information

Waterloo Community Development
620 Mulberry St. Ste. 202
Waterloo, IA 50703
Phone- 319-291-4429
Fax- 319-291-4431
Email- Angie.fordyce@waterloo-ia.org

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Waterloo conducted extensive in-person and remote consultation during the development of the 2024-2028 Consolidated Plan. The Annual Action Plan was informed by input from stakeholders with deep knowledge of the city's housing and community development needs. In November 2023, Waterloo and Cedar Falls jointly held an in-person meeting for service providers at the Waterloo Center for the Arts, which was attended by 16 representatives of various nonprofits, public agencies, and private-sector entities. The planning team conducted individual consultations, either by phone or over Zoom, with 22 stakeholders and corresponded with another 3 via email to collect input for the plan.

For the development of this Annual Action Plan, Waterloo Community Development again consulted with agencies to discuss barriers or developments since the last consulting period. Table 2 lists each of these consultations, including the type of organization consulted, means of consultation.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

To enhance coordination with the public and assisted housing providers and private and governmental health, mental health, and service agencies, the City of Waterloo offered a variety of options for these entities to participate in the Consolidated Plan process. By offering in-person meetings, one-on-one interviews, and even email exchanges and surveys as opportunities for engagement, these stakeholder organizations were able to choose formats, dates, and times that were most convenient. Additionally, the planning process began with a stakeholder identification exercise among the members of the planning team so that contacts for each of these organization types were identified and proactively pursued. This approach ensured that the valuable insight and experience provided by local housing providers and service agencies was incorporated into the Consolidated Plan.

Ongoing coordination with these stakeholder entities is accomplished through monthly meetings between Waterloo Community Development and the Black Hawk County Health Department to discuss rehabilitation services and children with elevated blood lead levels (EBL) and the Healthy Homes Production Grant.

The City of Waterloo assembled a Homeless Task Force which meets monthly to discuss and implement coordinated efforts amongst community action agencies that deal directly with homelessness in the community. The Homeless Task Force is divided into multiple sub committees that prioritize an individual homeless barrier and is tasked to provide and implement solutions for homelessness. The Homeless Task Force is an ongoing movement to end homelessness in the Cities of Waterloo and Cedar Falls.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In preparing the Annual Action Plan, the City of Waterloo participates weekly along with the Iowa Balance of State Continuum of Care regarding data reflective of the needs of people experiencing homelessness in Waterloo and Cedar Falls. The Institute for Community Alliances provides data related to the current environment within the jurisdiction they serve. This data includes counts of the sheltered and unsheltered homeless population in Black Hawk County. CoC member organizations that serve the local homeless population were also included in various consultation processes, including monthly in person meetings to discuss the barriers and how we can overcome those barriers locally. The monthly in person meetings also include representatives from agencies such as the Salvation Army of Waterloo/Cedar Falls, Friends of the Family, and the Northeast Iowa Food Bank, the Waterloo Warming Center, House of Hope and Black Hawk Grundy Mental Health.

A group composed of various local providers of homelessness services known as the Black Hawk County Local Homeless Coordinating Board (LHCB) meets biweekly to share issues and concerns regarding homelessness, preventing homelessness and services available in the community. The LHCB has extensive membership, with over 50 members and with representation from approximately 40 different agencies, including state and local government agencies, non-profit, faith-based organizations, health clinics, and local businesses. The LHCB meetings also provide opportunities for coordination among board members, including discussions of the coordinated entry list and opportunities to place people from the list into shelter based on the participating members' available resources. Waterloo Community Development receives meeting updates to the changing needs of the individuals served by the agencies representing the LHCB.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Waterloo collaborated with partners and service providers in the area through the Homeless Task Force and Black Hawk County Local Homeless Coordinating Board (LHCB). The board manages homelessness policies and a coordinated entry process. In addition, the board organizes the annual Point-In-Time survey, which is conducted in January of every year. The LHCB has a county-wide focus, but the majority of services and needs are met within Waterloo and Cedar Falls.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Friends of the Family
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was conducted in person through several committee meetings and homeless task force meetings. Issues discussed were homeless barriers such as housing, transportation, healthcare, case management strategies and how to coordinate agency participation in homeless with strategies.

2	**Agency/Group/Organization**	Black Hawk County Health Department
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Services-Education Child Welfare Agency Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Lead-based Paint Strategy Healthy Homes Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Black Hawk County Health was consulted through in person meetings to discuss Healthy Homes strategies, children with elevated blood lead levels, elderly, disabled households.
3	**Agency/Group/Organization**	Black Hawk County Emergency Management
	Agency/Group/Organization Type	Services-Education Agency - Managing Flood Prone Areas Agency - Emergency Management Other government - County
	What section of the Plan was addressed by Consultation?	Emergency Management
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Emergency Management has been consulted During the Con Plan process through email correspondence. Emergency Management is also a partner for our Lead training classes that are held at least annually for the Healthy Homes Production Grant contractor licensing requirements.

4	**Agency/Group/Organization**	HOUSE OF HOPE
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services-Education Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was conducted in person through several committee meetings and homeless task force meetings. Issues discussed were homeless barriers such as housing, transportation, healthcare, case management strategies and how to coordinate agency participation in homeless with strategies.
5	**Agency/Group/Organization**	Iowa Legal Aid
	Agency/Group/Organization Type	Service-Fair Housing Services - Victims Other government - State
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was conducted in person through several committee meetings and homeless task force meetings. Issues discussed were homeless barriers such as housing, transportation, healthcare, case management strategies and how to coordinate agency participation in homeless with strategies.
6	**Agency/Group/Organization**	ReMax Concepts
	Agency/Group/Organization Type	Housing Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The ReMax Concepts Group was consulted through an in-person meeting to discuss barriers to homeownership.
7	**Agency/Group/Organization**	Greenstate Credit Union
	Agency/Group/Organization Type	Housing Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	GreenState Credit Union was consulted through an in-person meeting to discuss barriers to homeownership.

8	**Agency/Group/Organization**	Veridian Credit Union
	Agency/Group/Organization Type	Housing Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Veridian Credit Union was consulted through an in-person meeting to discuss barriers to homeownership. The meeting resulted in a new mortgage product that was developed to serve low/mod families with a stable mortgage product.
9	**Agency/Group/Organization**	SALVATION ARMY
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was conducted in person through several committee meetings and homeless task force meetings. Issues discussed were homeless barriers such as housing, transportation, healthcare, case management strategies and how to coordinate agency participation in homeless with strategies.

10	**Agency/Group/Organization**	IOWA INSTITUTE FOR COMMUNITY ALLIANCES
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Other government - Federal
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was conducted in person through several committee meetings and homeless task force meetings. Issues discussed were homeless barriers such as housing, transportation, healthcare, case management strategies and how to coordinate agency participation in homeless with strategies.
11	**Agency/Group/Organization**	Waterloo Community Schools
	Agency/Group/Organization Type	Services-Children Services-Education Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was conducted in person through several committee meetings and homeless task force meetings. Issues discussed were homeless barriers such as housing, transportation, healthcare, case management strategies and how to coordinate agency participation in homeless with strategies.
12	**Agency/Group/Organization**	Hospitality House
	Agency/Group/Organization Type	Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was conducted in person through several committee meetings and homeless task force meetings. Issues discussed were homeless barriers such as housing, transportation, healthcare, case management strategies and how to coordinate agency participation in homeless with strategies.
13	**Agency/Group/Organization**	Northeast Iowa Food Bank
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Food Pantry

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was conducted through the in-person meeting to discuss the expansion of food facilities to enable the pantry to accept more donations.
14	**Agency/Group/Organization**	WATERLOO HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA Services-Education Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Waterloo Housing Authority was consulted through in-person meetings and emails regarding public housing and homeownership strategies.
15	**Agency/Group/Organization**	Black Hawk Grundy Mental Health
	Agency/Group/Organization Type	Services-homeless Services-Health Health Agency

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was conducted in person through several committee meetings and homeless task force meetings. Issues discussed were homeless barriers such as housing, transportation, healthcare, case management strategies and how to coordinate agency participation in homeless with strategies.
16	**Agency/Group/Organization**	Adult Crisis Stabilization Center
	Agency/Group/Organization Type	Services - Victims Health Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was conducted in person through several committee meetings and homeless task force meetings. Issues discussed were homeless barriers such as housing, transportation, healthcare, case management strategies and how to coordinate agency participation in homeless with strategies.
17	**Agency/Group/Organization**	Waterloo Fiber
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government - Local

	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Waterloo Fiber was consulted through in-person meetings to discuss the progress of the new Waterloo fiber network.
18	**Agency/Group/Organization**	City of Waterloo Human Rights Commission
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Services-Employment Service-Fair Housing Services - Victims Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy Civil Rights
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Waterloo Human Rights was consulted through emails regarding Fair Housing, Community Action Events and matters involving discrimination.
19	**Agency/Group/Organization**	Iowa Northland Regional Council of Governments
	Agency/Group/Organization Type	Housing Services - Housing Other government - Federal Other government - State Other government - County Other government - Local Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	INRCOG was consulted through an in-person meeting to discuss barriers to individuals and families within the community. The finding of the group with the largest unmet needs were households with income at 80 to 120% AMI.
20	**Agency/Group/Organization**	Otto Shoitz Foundation
	Agency/Group/Organization Type	Regional organization Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Otto Schoitz Foundation was consulted through an in-person meeting to discuss barriers to individuals and families within the community. The finding of the group with the largest unmet needs were households with income at 80 to 120% AMI. Consultation was conducted in person through several committee meetings and homeless task force meetings. Issues discussed were homeless barriers such as housing, transportation, healthcare, case management strategies and how to coordinate agency participation in homeless with strategies.
21	**Agency/Group/Organization**	City of Waterloo Planning and Zoning Department
	Agency/Group/Organization Type	Housing Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Waterloo Planning and Zoning was consulted through in person meetings to discuss publicly owned land, and housing development. The Planning and Zoning Department is playing a crucial role in the redevelopment of affordable housing on the St. Mary's site. Planning and Zoning also handles demolition of slum and blighted properties.

Identify any Agency Types not consulted and provide rationale for not consulting

During the consultation process the city focused on agencies that address the priority goals identified in the Five-Year Consolidated Plan. Agency types that minimal consultation for this Annual Action Plan include business leaders and civic leaders. Economic development is a goal of the

city; however, we are not planning to address economic issues during this fiscal year. Additional updates from civic and business leaders will be considered in future plan development.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Iowa Institute For Community Alliance	The city supports efforts to reduce homelessness and improve and coordinate strategies for identifying homeless persons and assisting with efforts to provide housing. The Black Hawk County Local Homeless Coordinating Board participates in a coordinated entry system to bring all housing providers together to faster serve homeless individuals and eliminate service duplication.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Extensive citizen participation activities were conducted during the 2024 to 2028 Consolidated Plan process. These activities included resident meetings, focus groups, pop-up engagements, stakeholder interviews, community survey and publicity for community engagement.

A temporary website, WaterlooCedarFallsHUD.com, provided information about the plans, linked to the community survey, promoted public meetings and events, and directed residents to local and national fair housing resources and information.

Public notice of community engagement opportunities was given to residents through news announcements on the project website, social media, and a public notice published in the *Waterloo-Cedar Falls Courier*. A press release distributed to local media outlets resulted in feature stories by the local CBS News affiliate and by Iowa Public Radio. Project flyers were emailed to contact lists maintained by Waterloo and Cedar Falls including people and organizations representing a variety of viewpoints, including elected officials and staff, local government agencies, housing authority staff, housing developers, nonprofit organizations, homeless housing and service providers, mental health service providers, organizations serving people with disabilities, family and senior services, workforce development organizations, and others. Cedar Falls also included a post about the project in its employee newsletter. In all meeting advertisements, information for anyone needing language services or other accommodation was provided, but none were requested.

Community feedback from all sources was used to create the priority goals in the 2024-2028 Consolidated Plan. These goals are now used to determine activities that will be implemented during each fiscal year. Activities are chosen through citizen input and how the activity will impact the priority goals. Annual Action Plan citizen participation activities are listed in the table below.

Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Community Agencies	An Informational Forum was held to inform citizens and agencies about the Annual Action Plan Process.	General questions were asked regarding how to obtain a Unique Entity Identifier and who to contact with any questions. All questions were answered during the forum.	All comments were accepted.	www.cityofwaterlooiowa.com

Public Hearing	Minorities Persons with disabilities Residents of Public and Assisted Housing Community Agencies	The First Public Hearing was held on February 17, 2026	A homeowner on Loretta St. in Waterloo spoke about having options available for low-income home buyers and sellers. She talked about her elderly neighbors who she felt got taken advantage of when they sold their home which has since been turned into a rental property that is not maintained and is impacting the neighborhood. She had also thought about homebuyer loan assistance for teachers to draw them to the community. Fordyce said that we have a low-income home	All comments were accepted.	www.cityofwaterlooiowa.com; City of Waterloo Community Development Facebook Page;

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			buyer assistance program now, but that marketing the program to the school administration might be an idea. We do have some of these programs available now. May need to make low-income homeowners and buyers more aware of them.		

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Community Agencies	Notice of 30-Day Comment Period June 17, 2026 to July 17, 2026			www.cityofwaterlooiowa.com; www.wcfcourier.com; Waterloo Facebook Page

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Community Agencies	Second Public Hearing held July 20, 2026			www.cityofwaterlooiowa.com; www.wcfcourier.com; City of Waterloo Facebook Page

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Waterloo qualifies for a formula grant under HUD's CDBG program and, together with the City of Cedar Falls as a HOME Consortium, also qualifies for funding under the HOME program. The table below shows the City's CDBG allocation and the Consortium's HOME allocation for the 2026 program year (as determined by HUD), along with an estimate of anticipated grant funding for the remaining three years covered under the Consolidated Plan. This estimate assumes that funding over those three years will average to be about the same as the first year of the 2024-2028 Consolidated Plan allocation.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,180,662.00	13,642.00	735,174.15	1,929,478.15	2,361,324.00	Expected resources for remainder of Con Plan are based on 2 years remaining in plan at the PY26 funded amounts

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	455,611.44	0.00	905,738.05	1,361,349.49	911,222.88	Expected resources for remainder of the Con Plan are based on 2 years remaining in plan at the PY26 funded amounts.

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Waterloo will continue to leverage additional resources as made available to address any of the identified goals, including housing and non-housing community development needs. Resources will include local, state, and other federal grant resources. Currently, the city is leveraging CDBG dollars with the Healthy Homes Production Grant to address a variety of high-priority environmental health and safety hazards. The City's own Waterloo Housing Trust Fund dollars leverage the CDBG Emergency Repair Program. Through combined funding the city is better able to serve the needs of the community and offset increasing construction costs. Waterloo continues to meet the required HOME match requirement by requiring HOME fund subrecipients to provide a 25% match in order to use the available funds, including those generated from the City's Community Housing Development Organization (CHDO). The matching funds provided by subrecipients are non-federal funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Waterloo obtains land through the Chapter 657A process and then uses this publicly owned property for new construction and rehabilitation. Property with structures that can be rehabilitated are sold to bidders for the purpose of rehabilitation and resale or to be used as rental property. Through this process, the city works to stabilize its existing affordable housing stock. The city has also donated land that has been captured through the 657A process to Habitat for Humanity for the purpose of new construction homes to be sold to low/moderate income families. Waterloo Community Development has formed partnerships with private developers looking to rehabilitate housing that has been acquired through the 657A process. In turn, Waterloo will provide down payment assistance to low/moderate income first-time homebuyers.

During the program year the city will use publicly owned land located in the Gable and Ricker St. area known as the Gates Park Project to construct affordable housing to be sold to low/moderate income families. Public land located on the corner of E. 4th St. and Parker St. known as the St. Mary's site will be used for a new housing development consisting of 17 single family homes. 51% of the homes constructed will be sold to low/moderate income families. HOME funds will be utilized to produce new construction homes and provide down payment assistance on the constructed units. CDBG funding will be used to leverage city funds to complete the necessary infrastructure for the affordable housing project. The property located at 233 Gable St. was acquired and demolished. During the program year a new single-family home will be constructed and sold to a low-moderate income homebuyer.

Discussion

Increasing and improving affordable housing options is the top goal in Waterloo’s Annual Action Plan. The City of Waterloo is expanding its affordable housing stock through the sale of publicly owned land for rehabilitation and new construction of affordable housing.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase and Improve Affordable Housing Options	2024	2028	Affordable Housing	Citywide Local Targeted Neighborhoods	Increase and Improve Affordable Housing Options	CDBG: $1,148,692.51 HOME: $1,315,788.05	Rental units rehabilitated: 2 Household Housing Unit Homeowner Housing Added: 3 Household Housing Unit Homeowner Housing Rehabilitated: 45 Household Housing Unit Direct Financial Assistance to Homebuyers: 15 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 25 Households Assisted
2	Neighborhood Revitalization	2024	2028	Non-Housing Community Development	Citywide	Neighborhood Revitalization	CDBG: $50,000.00	Buildings Demolished: 10 Buildings

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Provide Public Services to Enhance Quality of Life	2024	2028	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Provide Public Services to Enhance Quality of Life	CDBG: $133,150.00	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1000 Households Assisted
4	Homelessness Prevention and Support	2024	2028	Homeless	Citywide	Homelessness Prevention and Support	CDBG: $20,000.00	Homeless Person Overnight Shelter: 50 Persons Assisted
5	Program Administration	2024	2028	Program Administration	Citywide	Program Administration	CDBG: $577,636.00 HOME: $45,561.44	Other: 1 Other

Table 3 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase and Improve Affordable Housing Options
	Goal Description	Goal Description: • Preserve and improvement of the city's existing affordable housing supply through rehabilitation and repair programs, both for homeowners and rental housing • Acquisition for the purpose of rehab-resale or demolition with new construction to provide affordable housing to be sold to low-income buyers • New construction of affordable housing units • Tenant Based Rental Assistance (TBRA) for the purpose of providing security deposits assistance to low-income renters • Closing cost and down payment assistance to help first time homebuyers achieve homeownership • Match funding for the Healthy Homes Production Grant to remove health and safety hazards in homes. FY27 Activities: Housing Rehabilitation 10 Units Emergency Repairs 25 Units Habitat for Humanity Critical Repair Program 10 Units Community Housing Development Organization (CHDO) Activities 1 Unit New Construction Housing 2 Units Acquisition 2 Units Security Deposit Assistance 25 Units Down Payment Assistance 15 Units

2	**Goal Name**	Neighborhood Revitalization
	Goal Description	Description: • Site clearance and demolition • Neighborhood-based childcare centers • Improve amenities within existing public parks, such as playground equipment and athletic facilities • Code enforcement services in eligible communities to identify unsafe housing conditions and direct residents to programs for assistance with repairs FY27 Activities: Clearance and Demolition 10 buildings demolished
3	**Goal Name**	Provide Public Services to Enhance Quality of Life
	Goal Description	Goal Description: • Crime prevention programs • Educational activities for adults around job skills and employment to improve employment options • Food bank and nutrition support • Neighborhood Services FY27 Activities: Neighborhood Services 500 people Northeast Iowa Food Bank 500 people

4	**Goal Name**	Homelessness Prevention and Support
	Goal Description	Goal Description: • Short-term direct assistance in the form of rent and utility payments to prevent households from becoming homeless • Additional and improved homeless facilities, to include low-barrier shelter capacity FY27 Activities: Salvation Army Homeless Shelter 50 people
5	**Goal Name**	Program Administration
	Goal Description	Goal Description: • Program administration costs related to planning and execution of community development, housing, and homeless activities assisted with funds provided under the CDBG and HOME programs. FY27 Activities: General Program Administration Rehabilitation Administration

AP-35 Projects - 91.420, 91.220(d)

Introduction

The projects listed below represent the activities Waterloo plans to undertake during the 2026 Federal program year to address the goals of increasing and improving affordable housing; neighborhood revitalization; providing public services; homeless prevention and support; and ensuring capable program administration. These projects address our priority goals established during our Five-Year Consolidated Plan consultation. Affordable housing remains our highest priority goal.

#	Project Name
1	Affordable Housing
2	Neighborhood Revitalization
3	Public Services
4	Homeless Prevention and Support
5	Program Administration

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects listed above were selected based on input received from the community, including residents and representatives from nonprofit agencies, housing providers, homeless housing and service providers, community service organizations, and others. Data regarding housing needs, homeless needs, needs of non-homeless special populations, and non-housing community development needs also informed allocation priorities. Finally, this project list was developed following a review of funding applications submitted to the City by a variety of local organizations and agencies, each of which was reviewed against a set of funding criteria to include consistency with Consolidated Plan priorities, management capacity of the requesting organization, and the administrative and budget constraints of the City's Community Development Department. Obstacles to addressing underserved needs include rising costs of construction materials to address our highest priority need of affordable housing. High material costs and high inflation result in less families being served. This paired with the decrease in allocated funding are slowing the progress of stabilizing/increasing the affordable housing stock. Public Services are needed to supplement individuals and families that are finding it harder to live day to day due to the high cost of housing, increasing utility expenses and overall inflation of goods and services.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Affordable Housing
	Target Area	Citywide Local Targeted Neighborhoods
	Goals Supported	Increase and Improve Affordable Housing Options
	Needs Addressed	Increase and Improve Affordable Housing Options
	Funding	CDBG: $1,148,692.51 HOME: $1,315,788.05
	Description	Preservation and improvement of the existing affordable housing supply through rehabilitation and repair programs, both homeowner and rental housing; CHDO and non-CHDO new construction of affordable rental and homeowner housing units, focusing on infill opportunity with good access to existing public assets and infrastructure; Voucher-based rental assistance (i.e. TBRA) to assist low-income households with the cost of security deposits; Programming to assist people with disabilities with the cost of accessibility modifications to their homes; Acquisition for the purpose of demolition new construction or rehabilitation and resale of affordable housing. Closing cost and down payment assistance to help first-time homebuyers achieve homeownership; Match funding for the Healthy Homes Production Grant to remediate health and safety hazards in homes.
	Target Date	6/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	Emergency Repairs 25 Housing Rehabilitation 10 Habitat for Humanity Critical Repair Program 10 Community Housing Development Organization (CHDO) Activities 1 New Construction Housing 2 Acquisition 2 Security Deposit Assistance 25 Down Payment Assistance 15
	Location Description	Waterloo Community Development 620 Mulberry St. Ste. 202 Waterloo, Iowa 50703
	Planned Activities	Housing Rehabilitation of renter and owner-occupied housing, Emergency Repair Program, Habitat for Humanity Critical Repair Program, CHDO set-aside activities, new construction of affordable housing, acquisition, down payment/closing cost assistance, TBRA- security deposits,
2	**Project Name**	Neighborhood Revitalization
	Target Area	Citywide
	Goals Supported	Neighborhood Revitalization
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: $50,000.00

	Description	Site clearance and demolition; Improved amenities within existing public parks, such as playground equipment and athletic facilities; code enforcement services in eligible communities to identify unsafe housing conditions and direct residents to programs for assistance with repairs; acquisition and redevelopment of vacant, abandoned and blighted properties.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Site clearance and demolition 10 households
	Location Description	Site clearance and demolition will be citywide. Locations to be determined.
	Planned Activities	Clearance and demolition
3	**Project Name**	Public Services
	Target Area	Citywide Local Targeted Neighborhoods
	Goals Supported	Provide Public Services to Enhance Quality of Life
	Needs Addressed	Provide Public Services to Enhance Quality of Life
	Funding	CDBG: $133,150.00
	Description	Crime prevention programs; Educational activities for adults around job skills and employment to improve employment options; Food and nutrition support; Neighborhood Services
	Target Date	6/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	Northeast Iowa Food Bank 500 families Neighborhood Services 500 families
	Location Description	Northeast Iowa Food Bank is located at 1605 Lafayette St. Waterloo, Iowa 50703 Neighborhood Services is located at 620 Mulberry St. Waterloo, Iowa 50703
	Planned Activities	Northeast Iowa Food Bank- Food Pantry Neighborhood Services
4	**Project Name**	Homeless Prevention and Support
	Target Area	Citywide
	Goals Supported	Homelessness Prevention and Support
	Needs Addressed	Homelessness Prevention and Support
	Funding	CDBG: $20,000.00
	Description	Short-term direct assistance in the form of rent and utility payments to prevent households from becoming homeless; Additional and improved homeless facilities, to include low-barrier shelter capacity
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Salvation Army 50 Families
	Location Description	Salvation Army Family Shelter is located at 89 Franklin St. Waterloo, Iowa 50703 Salvation Army Women and Children Shelter is located at 603 S. Hackett Rd. Waterloo, Iowa 50701

	Planned Activities	Salvation Army Homeless Shelter Operations
5	**Project Name**	Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: $577,636.00 HOME: $45,561.44
	Description	Program administration costs related to the planning and execution of community development, housing, and homeless activities assisted with funds provided under the CDBG and HOME programs.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Waterloo Community Development 620 Mulberry St. Waterloo, Iowa 50703
	Planned Activities	General Program Administration Rehabilitation Administration

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Priority areas that will be targeted with funds are areas of low-income census tracts. While these areas are located throughout Waterloo, the majority are located within the Consolidated Urban Revitalization Area (CURA) and Waterloo will continue to concentrate on specific activities within the boundary area. The CURA encompasses the majority of census tracts with low-income populations, and housing with high lead risk, but there are census tracts beyond the CURA so it will be important to ensure those LMI areas also receive assistance. Waterloo's highest priority areas include the East Side, specifically areas along East 4th, Ricker and Gable Street area. Walnut neighborhood, and the Church Row neighborhoods are additional priority areas. All of the above neighborhoods are located within the CURA and in census tracks with concentrations of LMI populations, are areas with racial concentrations, and have also been identified as areas with high lead risk by the Iowa Department of Health. Community Development is partnering with local agencies and non-profits to work on a neighborhood level to target affordable housing, including rehabilitation and new construction efforts and other efforts to reduce slum and blight, and the above areas will be considered areas of priority. Due to the number of census tracts that area identified as LMI areas in Waterloo, if opportunities arise in other LMI neighborhoods for new partnerships, they will also be considered.

Planned activities for the 2026 program year are both city wide and local targeted neighborhoods. The City of Waterloo will be targeting the neighborhood with street boundaries north of Newell St., west of Hewitt St., south of Lester St., and east of E. 4th St. This area will also include the St. Mary's site located at the corner of E. 4th St. and Parker St.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	70
Local Targeted Neighborhoods	30

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Priority areas that will be targeted with funds are areas of low-income census tracts. While these areas are located throughout Waterloo, the majority are located within the Consolidated Urban Revitalization Area (CURA) and Waterloo will continue to concentrate on specific activities within the boundary area. The City's CURA provides certain tax abatements for commercial and residential property improvements and encompasses the majority of census tracts with low-income populations, and housing with high lead risk. However, because these conditions extend beyond the boundary of the CURA, the City's allocation priorities also account for grant assistance in LMI areas located outside the CURA as well.

Discussion

In partnership with local nonprofits and agencies, Community Development will focus on affordable housing investments, to include rehabilitation and new construction, at the neighborhood level for greater impact. Certain CDBG activities addressing blight conditions will further amplify these affordable housing investments and are designed to bring neighborhood change over time. Opportunities for this concentrated neighborhood-level investment exist in LMI neighborhoods throughout the City and priority will be given to individual neighborhoods as the complementing capacity and resources available from nonprofit partners dictates. Specific neighborhoods targeted for CDBG and HOME investments are subject to change over the course of this 5-year Consolidated Plan, however, priority neighborhoods will always be those meeting HUD's low- and moderate-income criteria under the CDBG program.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The highest priority need in the City of Waterloo remains affordable housing. During Federal program year 2026 the city will conduct a number of activities to increase and preserve the affordable housing stock. During the program year affordable housing activities will include:

- Preservation and improvement of existing affordable housing supply through rehabilitation and repair programs, both for homeowners and rental housing
- New construction of affordable housing units
- Acquisition for the purpose of rehabilitation, resale or demolition and new construction of housing to be sold to low/moderate income families
- Tenant Based Rental Assistance (TBRA) for the purpose of providing security deposit assistance to low-income renters
- Closing cost and down payment assistance to help first-time homebuyers achieve homeownership

One Year Goals for the Number of Households to be Supported	
Homeless	50
Non-Homeless	90
Special-Needs	0
Total	140

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	25
The Production of New Units	3
Rehab of Existing Units	45
Acquisition of Existing Units	17
Total	90

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

The City of Waterloo program year 2026 projects aimed at the creation and preservation of affordable include housing rehabilitation of 45 units through emergency repairs, Habitat for Humanity Critical Repair Program, and housing rehabilitation of owner occupied and rental housing. 25 families will be assisted through rental assistance in the form of TBRA for security deposit assistance. And added housing through CHDO activities, and new construction projects will assist 3 families with affordable housing. Acquisition of existing housing and down payment assistance will assist 17 families during the program year.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The Waterloo Housing Authority (WHA) administers rental assistance and public housing programs that help low-income families, seniors, veterans, youth transitioning from foster care, and persons with disabilities obtain safe and affordable housing in the Waterloo area. WHA manages approximately 1,113 assisted housing opportunities, including 1,063 Housing Choice Vouchers (Section 8) and 50 public housing units at Ridgeway Towers.

Actions planned during the next year to address the needs to public housing

In 2026 the Waterloo Housing Authority will implement The Rent Wise Tenant Education Program. The Rent Wise Tenant Education Program is a University of Minnesota Extension effort that assists people find and keep affordable, safe rental housing. RentWise teaches skills that can help tenants avoid legal confrontations. It stresses tenant responsibilities and the benefits of positive, non-confrontational property manager-tenant relationships. RentWise is based on the Rent Smart curriculum developed by a team led by John Merrill at University of Wisconsin-Extension. RentWise has been adapted to meet the changing needs of renters who find it difficult to obtain housing and program providers working to assist renters. Waterloo Housing Authority is partnering with Iowa Legal Aid to modify the curriculum to Iowa Law.

Waterloo Housing Authority is currently offering the Landlord Risk Mitigation Fund (LRMF*)*. It is a special program of the Waterloo Housing Authority (WHA) established to encourage: (a) increased local landlord participation in our Section 8 tenant-based Housing Choice Voucher (HCV) assistance program; and (b) expanded housing opportunities for residents with housing barriers in the Waterloo area. This program is meant for WHA's Section 8 households that meet program guidelines. The substance of this program is the establishment of a “mitigation fund,” as a form of financial protection, or insurance, offered to landlords in exchange for their agreement to rent their property to WHA Section 8 households enrolled in the program. Landlords enrolled in the program will have access to the LRMF via a claims process that offers reimbursement for qualified damages incurred [e.g., physical damage beyond the cost of initial deposit] following from the lived duration of client tenancy. This program seeks to ease landlord apprehension to lease to renters with Section 8 vouchers as well as income-eligible renters with barriers that may otherwise result in denial of a housing opportunity on the private market due to screening criteria, such as: poor tenancy history or recent eviction, poor credit, and prior criminal background dispositions.

The Waterloo Housing Authority has a longstanding partnership with AARP’s Senior Community Service Employment Program (SCSEP). The Waterloo Housing Authority currently serves as a "Host Agency" for SCSEP participants by providing a part-time administrative assistant position

within our office. The program operates as a federally funded, "earn-and-learn" job-training lifeline for low-income, unemployed adults aged 55 and older. The Senior Community Service Employment Program (SCSEP) achieves this by matching unemployed adults over 55 with local nonprofits and public agencies so they can increase skills and build self-confidence while earning a modest training wage. The majority of SCSEP participants end up with unsubsidized employment. Participants gain valuable work experience and boost self-confidence while earning an income through job placement, training roles and employment compensation.

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

Waterloo Housing Authority provides 4 home-buyer workshops per year for Waterloo Housing Authority participants, and it is also available to the public also. The Waterloo Housing Authority also administers a down payment assistance program in an effort to increase homeownership opportunities for non-traditional first-time home buyers. Waterloo Housing Authority partners with community stakeholders to reach non-traditional first-time homebuyers. Targeted particularly are those low to moderate-income households underrepresented, to enable them to enjoy the benefits of homeownership within the jurisdiction of the Housing Authority. A forgivable 2nd mortgage in the amount of the grant is required of each homebuyer, and any recaptured amounts will be used to replenish the loan fund if the homebuyer decides to sell in less than 5 years.

Waterloo Housing Authority provides a Homeownership Voucher Program. The Housing Choice Voucher Homeownership program enables current Section 8 Participants to use their voucher to purchase a home, instead of renting. It is the only program that assists with the monthly mortgage payment, as opposed to the downpayment. The Waterloo Housing Authority has 30 vouchers available for this program; WHA currently has 11 families enrolled in this program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Waterloo Housing Authority has been designated a high performer.

Discussion

Through the Housing Choice Vouchers, Housing Choice Homeownership Vouchers, Foster for Youth Independence (FYI), Veterans Affairs Supportive Housing (VASH), Emergency Housing Vouchers (EHV), and public housing programs, the Waterloo Housing Authority seeks to expand housing opportunities, promote self-sufficiency, and provide safe, decent, and affordable housing for vulnerable residents of the Waterloo

community.

FYI Vouchers provide rental assistance and supportive services to young adults transitioning from foster care who are at risk of homelessness or housing instability. The program helps eligible youth achieve stable housing while pursuing education, employment, and independent living goals. The Waterloo Housing Authority administers 9 FYI vouchers.

The Veterans Affairs Supportive Housing (HUD-VASH) Program combines Housing Choice Voucher rental assistance with case management and supportive services provided through the Department of Veterans Affairs. These vouchers assist homeless veterans and veteran families in obtaining and maintaining permanent housing. Referrals are coordinated through the VA. The Waterloo Housing Authority administers 19 VASH vouchers.

Emergency Housing Vouchers (EHV) were created to assist individuals and families experiencing homelessness, fleeing domestic violence, human trafficking, sexual assault, or other situations that place them at immediate risk of housing instability. EHVs are administered through partnerships with local Continuum of Care and service agencies to rapidly connect eligible households to housing and support services. The Waterloo Housing Authority initially administers 15 EHV vouchers and is now currently administering 6 EHV vouchers.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The City of Waterloo is in the jurisdiction of the Iowa Balance of State Continuum of Care. Several local organizations provide and coordinate a variety of homeless services. Lead agencies include the Black Hawk LHCB, the Black Hawk/Tama/Grundy Action Team, and the Institute for Community Alliances, which coordinate intake and diversion of residents in need of assistance. Data on homelessness and bed counts is available through the Iowa Balance of State Continuum of Care.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

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

The City of Waterloo will continue to support homelessness and affordable housing activities using a variety of funds, including CDBG, HOME, and HOME-ARP. Activities include a homeowner rehabilitation program, down payment assistance, tenant-based security deposit assistance, community stabilization projects targeting chronic housing issues, and related activities. The City of Waterloo will support homeless individuals through the use of HOME-ARP funding. These funds will provide supportive services such as rent and utility assistance, short term housing options and deposit assistance. Additionally, the city will continue to participate in the Black Hawk County Local Homeless Coordinating Board (LHCB) and the Black Hawk/Tama/Grundy Action Team, the region's Continuum of Care organization. The LHCB conducts the annual Point-In-Time Count, and the results are shared with the Institute of Community Alliance.

There are multiple social service agencies and providers in the Consortium that provide benefits and assistance to low-income persons and households with a focus of preventing homelessness. Many of the organizations are also focused on providing assistance to those persons and households currently experiencing homelessness. The organizations provide the following services: counseling, legal assistance, case management, life skill training, financial literacy courses, access to basic everyday resources including food, victim advocacy, and mental health related activities. These activities help assist low-income persons and households to become more self-sufficient. By developing the skills and knowledge provided by the service providers, residents can then transition into permanent supportive housing or into independent living environments and can maintain employment and help stabilize them and reduce the risk of homelessness.

The City of Waterloo will continue to participate and support the Homeless Task Force made up of multiple service providers that meets monthly to discuss and implement solutions for short term housing, in-depth case management, rental inspections, landlord incentives, tenant and

landlord educations and transportation. The homeless task force identifies barriers for homeless, chronically homeless, and at risk of homeless individuals and families. The task force is working toward a proactive solution to homelessness in the city.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Waterloo has no city-run homeless shelters; however, several organizations provide a total of 243 beds, with 86 beds reserved for households with children and 26 beds reserved for veterans. The City of Waterloo supports the emergency shelters provided through the Salvation Army, Hospitality House of the Cedar Valley and the Warming Center. The City of Waterloo is addressing the needs of emergency shelter and transitional housing through public service activities and HOME-ARP funding.

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

The Consortium members will continue to support the Black Hawk County Local Homeless Coordinating Board and other agencies that provide support to homeless services and that are focused on reducing chronic homelessness. The activities will include assisting with increasing the capacity of existing shelters, including providing new permanent housing beds for those that are chronically homeless.

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

The Black Hawk County Local Homeless Coordinating Board has established discharge policies to protect populations, especially those that that vulnerable to homelessness, based on policies that were implemented by the State of Iowa. The Black Hawk County Homeless Coordinating Board adopted the FY 2018 Black Hawk/Grundy/Tama Coordinated Service Region Policies and Procedures Manual for Coordinated Entry as part of the Balance of State Continuum of Care (BoS CoC) and their guiding principles include the adoption of statewide standards, providing client choice regarding program participation, promote client-centered practices, prioritize the most vulnerable, collaboration between CoC provides

and other agencies and key partners, provide accurate data, utilize performance-drive decision making, having a housing first focus by providing permanent supportive housing to those experiencing chronic homelessness, and ensuring transparency of the process.

In addition, the Cities of Waterloo provides funding towards affordable housing activities including but not limited to down payment assistance, TBRA security deposit assistance, and emergency rehab/repair programs. These programs are instrumental in ensuring that the City's lowest-income and most vulnerable residents remain housed and avoid becoming homeless.

Discussion

Significant funding for homelessness activities and support is available under the Consortium's HOME-ARP allocation, which is not contained within this plan but constitutes the primary source of funding for homelessness initiatives in the near term. The HOME-ARP Allocation Plan designates $470,652 for acquisition/rehab or construction of new affordable housing units, $220,652 for development of non-congregate shelter units (with a priority on family units), and $824,095 to fund services that support the needs of people experiencing homelessness.

AP-75 Barriers to Affordable Housing -91.420, 91.220(j)

Introduction

The City of Waterloo is in the jurisdiction of the Iowa Balance of State Continuum of Care. Several local organizations provide and coordinate a variety of homeless services. Lead agencies include the Black Hawk LHCB, the Black Hawk/Tama/Grundy Action Team, and the Institute for Community Alliances, which coordinate intake and diversion of residents in need of assistance. Data on homelessness and bed counts is available through the Iowa Balance of State Continuum of Care. Rising housing costs and overall inflation of goods and services are impacting homeowners' ability to maintain existing homes. The goal of homeownership is out of reach for many residents due to high utility costs, high property taxes and rising home prices and overall inflation, families are struggling to save for the required down payment on a home. Residents on fixed incomes such as elderly and disabled are unable to afford life necessities such as food, shelter and utility costs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The city of Waterloo published a housing needs assessments within the last five years which provide recommendations for increasing their housing supply and continuing to support community development.

The 2021 Housing Needs Assessment outlined the following strategies based on the study's findings and goals:

- Maintaining and expanding Waterloo's programs for single-family rehabilitation and repairs for LMI homeowners by supplementing CDBG and HOME funds with a local revenue source such as a modest hotel tax increase, Waterloo Housing Trust Fund monies, etc.
- Supporting infill housing development and redevelopment, especially in older neighborhoods by requiring owners of vacant buildings to apply for a license and pay a fee and exploring interest in forming a Community Land Trust (CLT).
- Expanding opportunities for LMI homebuyers and homeowners by shifting CDBG or HOME funds toward purchase assistance and encouraging local lenders and real estate professionals to work with homebuyers who participate in purchase assistance programs.
- Support market-rate housing development and encourage developers to propose subdivisions with diverse housing types, sizes, and

layouts, and ensure adequate land is zoned for moderate-density residential development including townhomes and condominiums.

The city is working to remove affordable housing barriers through the development of community partners who provide input and engage in collaborative committees. The committees range from neighborhood action committees to city employee committees that have been assembled over the past few years to work on policy reform, homeless and housing solutions, tax policies, building codes and rental housing ordinances.

Discussion

Activities being undertaken through the implementation of this Annual Action Plan will provide relief to the barriers of affordable housing. The City of Waterloo will work to increase affordable housing stock through activities such as first-time homebuyer down payment assistance, emergency repair programs, and housing rehabilitation activities. Activities such as site clearance and demolition can have positive impacts on deteriorated neighborhoods turning dilapidated buildings into new housing development and green space. Homeless prevention activities will provide overnight emergency shelter to families facing homelessness. TBRA security deposit assistance will remove the barrier of needing a substantial amount of funds to secure rental housing. Families needing to provide a security deposit along with the first month's rent is not aways an attainable goal on a fixed or low/moderate-income.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section details Waterloo's plans to ensure safe and affordable housing for its residents, meet underserved needs, reduce poverty, develop institutional structure, and enhance coordination between public and private sector housing and community development agencies.

Actions planned to address obstacles to meeting underserved needs

Actions planned to address obstacles to meeting underserved needs include affordable housing activities such as rehabilitation, emergency repair assistance, acquisition rehabilitation-resale, new construction, and down payment assistance address affordable housing needs. Funding will be provided to the Salvation Army to provide overnight shelter for homeless individuals and families facing homelessness. Funding will provide public services to underserved areas and provide food security to individuals and families facing hardships.

Actions planned to foster and maintain affordable housing

- Actions planned to foster and maintain affordable housing include funding of the following activities:
- Waterloo Community Development Emergency Repair Program
- Habitat for Humanity Critical Repair Program
- Community Housing Development Organization (CHDO) activities
- New Construction of Affordable Housing
- Acquisition- Rehab- Resale of Affordable Housing
- Down Payment/Closing Cost Assistance
- TBRA- Security Deposit Assistance
- Housing Rehabilitation

Actions planned to reduce lead-based paint hazards

Waterloo's rehabilitation program requires that each participating property is evaluated for lead-based paint hazards. Any rental rehabilitation properties that receive assistance are also evaluated for lead-based hazards. Homes that have residing children under the age of six that were

built prior to 1978 receive a full Lead Inspection Risk Assessment to identify lead hazards in the home. Homes without residing children under the age of six that were built prior to 1978 receive a Lead Risk Assessment prior to disturbing any painted surfaces in the home. The City of Waterloo is a recipient of a Healthy Homes Production grant from HUD and is partnering with the Black Hawk County Health Department to perform lead paint assessments and clearance testing on those properties.

Inspections are completed on all units that are part of the Deposit and Rental Assistance Program and on all housing units that are receiving down payment assistance. The inspections are completed by a certified Lead Risk Assessor and any identified lead paint hazards are corrected by a certified Lead Safe Renovator before the housing units participates in any of the programs.

Actions planned to reduce the number of poverty-level families

The city will continue to fund public services that assist in poverty reduction such as an emergency rehab/repair program, down payment assistance, and activities by CHDOs, or Community Housing Development Organizations. The city has dedicated over $1 million in CDBG and HOME funding to various affordable housing efforts for FY 26-27, which will directly and positively impact residents living in poverty. Public Service activities will provide the resources needed for families facing hardships and homelessness.

Actions planned to develop institutional structure

The city has dedicated nearly $500,000 in combined CDBG and HOME funding towards the administration of these programs in FY25-26. This funding is instrumental in ensuring the City's collaboration with local service agencies and strengthening the jurisdiction's institutional delivery structure.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to encourage and accept applications for funding from local service agencies in order to strengthen collaboration between public and private entities. The city will continue to conduct monthly meetings with service agencies that are providing direct support to the

public to ensure community needs are being met.

Discussion

The City of Waterloo's highest priority goals are to:

- Increase and Improve Affordable Housing Options
- Homelessness Prevention and Support
- Neighborhood Revitalization
- Provide Public Services to Enhance Quality of Life

These priority goals will be used to enhance coordination between housing agencies, public service agencies, as well as foster institutional structure. These goals will be met through partnerships with public service agencies and affordable housing providers.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following is a description of the program specific requirements under the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME).

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	13,642
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**13,642**

Other CDBG Requirements

1. The amount of urgent need activities	0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   At this time there are no additional investments planned outside of those identified in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City of Waterloo resale recapture provision provides a more stringent affordability period than outlined in the 2025 HOME Final Rule. The recapture provision will include an affordability period based on the amount of HOME funds used for that purpose as follows:

   - Up to $14,999: 5 years
   - $15,000 - $40,000: 10 years
   - Greater than $40,000: 15 years

   The City of Waterloo will reduce the amount of direct HOME subsidy for recapture on a pro rata basis for the time the homebuyer has owned and occupied the housing measured against the affordability period. The resulting ratio is used to determine how much of the direct HOME subsidy will be recaptured. The pro rata amount recaptured, divide the number of years the homebuyer occupied the home by the period of affordability and multiply the resulting figure by the total amount of direct HOME subsidy originally provided to the homebuyer.

This summarizes the resale/recapture provision. The full provision can be viewed in the administrative attachments of the Annual Plan.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The same recapture provisions are used as listed above. Sub recipients and the Community Housing Development Organization (CHDO) will use the City's resale and recapture provisions. The full recapture provision may be found in the administration section of the Annual Action Plan in the attachments.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City does not intend to refinance existing debt using HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   Not applicable.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   Not applicable.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   Not applicable.

This Annual Plan provides funding for HOME activities including:

- Direct Assistance to Homebuyers
- Housing Rehabilitation
- New Construction
- Acquisition
- TBRA- Security Deposits
- CHDO Activities

THE COURIER

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

Waterloo-Cedar Falls Courier
6915 Chancellor Drive
Cedar Falls 50613
(319) 291-1400

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Waterloo-Cedar Falls Courier, a publication that is a "legal newspaper" as that phrase is defined for the city of Cedar Falls, for the County of Black Hawk, in the state of Iowa, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Jul. 16, 2026

NOTICE ID: kZJESTCYBH6ajMqgU1GU
PUBLISHER ID: COL-IA-604134
NOTICE NAME: FY27 Public Hearing AAP
Publication Fee: $103.04

Anjana Bhadoriya

(Signed)_____

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH804448
Expires on May 31, 2030

Subscribed in my presence and sworn to before me on this: 07/16/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF 2nd PUBLIC HEARING
FOR CITIZEN INPUT ON THE CITY OF WATERLOO
COMMUNITY DEVELOPMENT FY27 ANNUAL ACTION PLAN

TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 20 th day of July 2026, at 5:30 p.m. in the Harold E. Getty Council Chambers in the City Hall in the City of Waterloo, Iowa a public hearing will be held by the Council of the City of Waterloo, Iowa to review the funding recommendations of the Community Development Board's FY27 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds for the Waterloo/Cedar Falls Consortium.
The FY 2027 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) by the City of Waterloo, on or about July 30, 2026. The Annual Action Plan includes applications for $1,180,662.00 in Federal Community Development Block Grant (CDBG) funds and $455,611.44 in Federal HOME Investment Partnerships (HOME) funds. These funds along with $748,816.51 of prior year CDBG funds and $905,738.05 of prior year HOME funds will be used to fund the following projects and activities for the program year beginning July 1, 2026.

Affordable Housing $2,464,480.56
Activities- Emergency Repair Program, Habitat for Humanity Critical Repair Program, Community Housing Development Organization (CHDO) funds, New Construction Affordable Housing, Acquisition,
Down Payment Assistance, Security Deposit Assistance, Housing Rehabilitation.

Neighborhood Revitalization $50,000
Activities- Demolition and Site Clearance.

Public Services $133,150
Activities- Neighborhood Services, Northeast Iowa Food Bank-Food Pantry.

Homeless Prevention $20,000
Activities- The Salvation Army Homeless Shelters.

Program Administration $623,197.44
Activities- CDBG General Administration, CDBG Rehabilitation Administration, HOME General Administration.

None of the activities will cause displacement of people or businesses from their present location. In the event such a displacement would occur, an Anti-displacement and Relocation Assistance Plan has been developed outlining assistance available. This plan will also be available for public review in the Community Development office.

The Community Development Board approved the proposed budget on February 17, 2026. A 30-day public comment period will begin June 17, 2026, and end on July 17, 2026. Comments will be incorporated into the final document submitted to HUD.

The FY27 Annual Action Plan and proposed budget can be viewed at the Community Development office or on the City of Waterloo website:

https://cityofwaterloolowa.com/departments/community_development/funding_cycle.php

Anyone who is interested may appear at said time and place and be heard or may file written objection with the City Clerk, City Hall, 715 Mulberry St. Waterloo, Iowa 50703 before the date set for said hearing.

By order of the Council of the City of Waterloo this 14th day of July 2026

Kelley Felchle, City Clerk
City of Waterloo, Iowa
COL-IA-604134

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Demolition and Site Clearance Serives with Regulated Asbestos-Containing Materials, Contract No. RD-2026-06-05P.

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

Demolition and Site Clearance Services with regulated asbestos-containing materials, Contract No. RD-2026-06-05P

Engineer's Estimate $125,000.00

July 9, 2026

Bidder	Bid Security	Bid Amount
AUGUST ENTERPRISES LLC JEFFERSON, IOWA	5%	$100,000.00
LEHMAN TRUCKING & EXCAVATING, INC. WATERLOO, IA	5%	$93,009.00
D.W. ZINSER COMPANY, INC. WALFORD, IA	5%	$154,900.00
LANSING BROS. CONSTRUCTION CO., INC. LUXEMBURG, IA	5%	$145,800.00

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 Lehman Trucking & Excavating, Inc. ("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 $**93,009** 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

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

LEHMAN TRUCKING & EXCAVATING, INC.

Jacob Lehman
Jacob Lehman

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

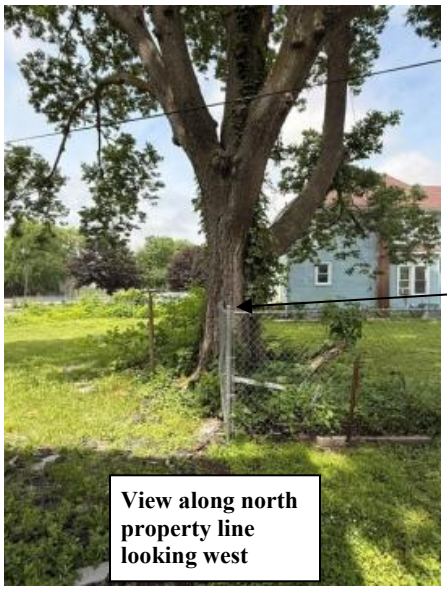
This is a unit price, lump sum contract; all bids, bid components and bid tabulations are on a "not to exceed" basis. Change orders, additions, deletions and any other changes in the scope of work, will take the form of written amendments mutually agreed to by Contractor and City. In the case of mathematical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

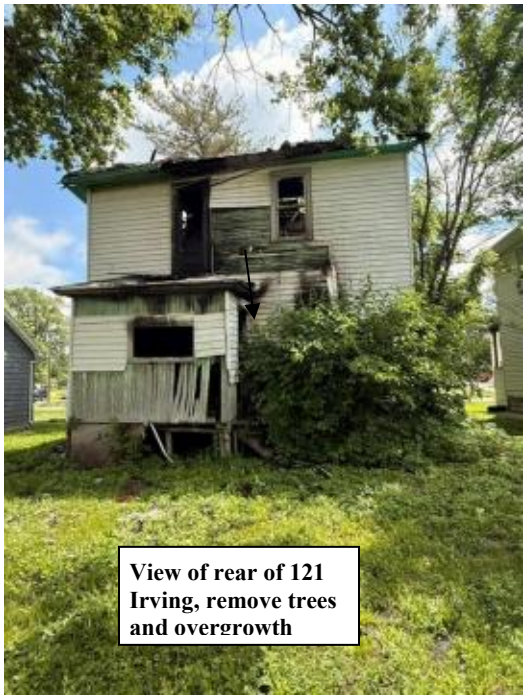
2.16 PROPERTY DAMAGE

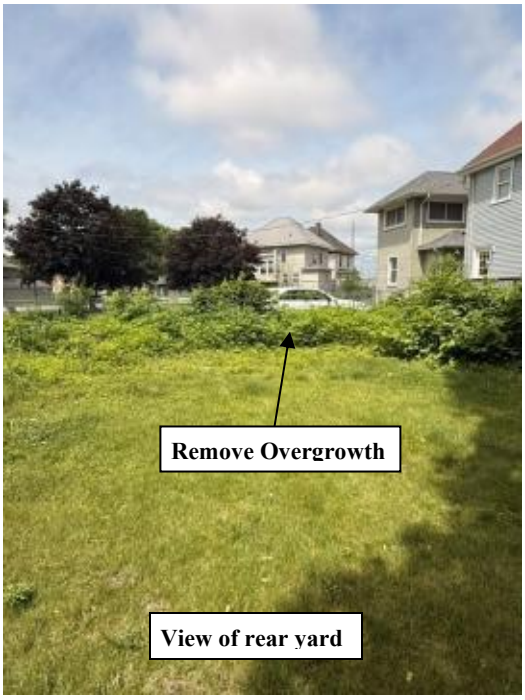
The Contractor shall be responsible for all damages to public and private property. The Contractor shall be responsible for having at least one person of authority and responsibility at the job site, and shall keep a report of all damage. If public or private property is damaged by the Contractor and 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.

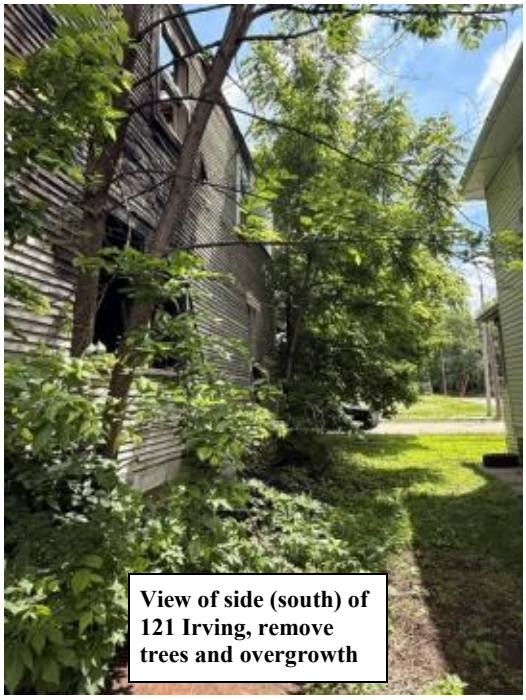
2.17 SPECIAL PROVISIONS

- 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.

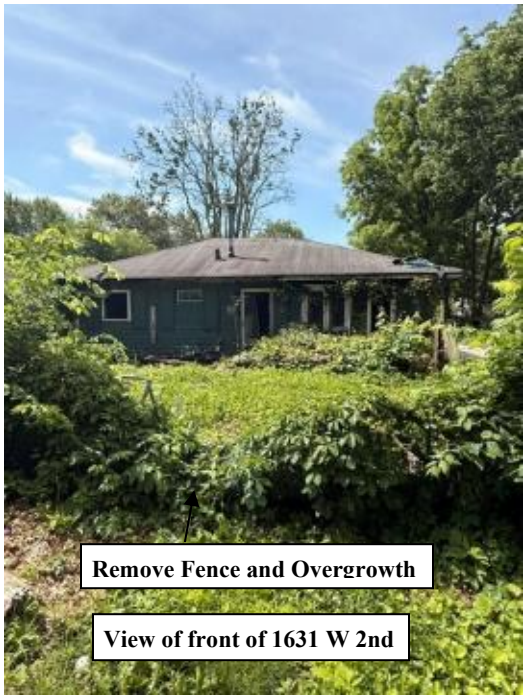






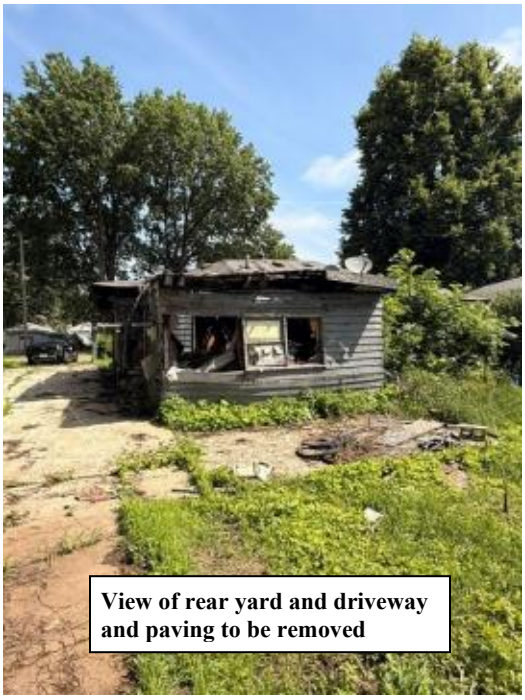


- 1631 W 2nd Street: This one-story fire damaged home has a sizable amount of debris in the yard to be removed as well. All trees on this property are to be removed. If the "base/trunk" of the tree is within the fenced yard, the tree is to be removed. Fencing along the front (north) property line and 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:

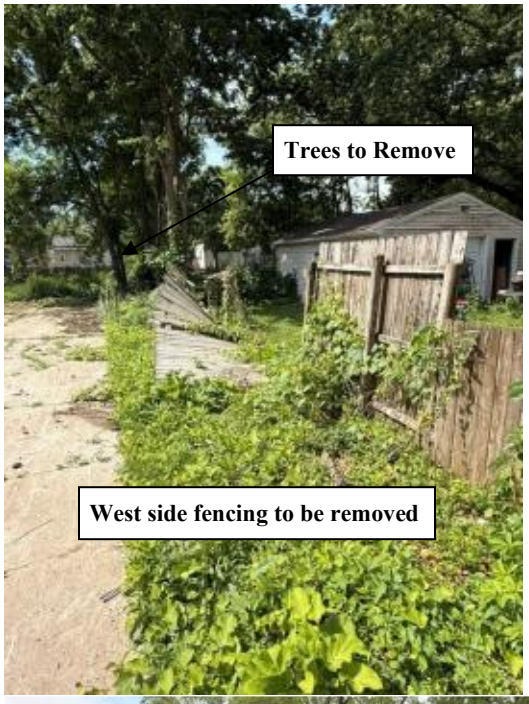


Remove Fence and Overgrowth

View of front of 1631 W 2nd



View of rear yard and driveway and paving to be removed



Trees to Remove

West side fencing to be removed

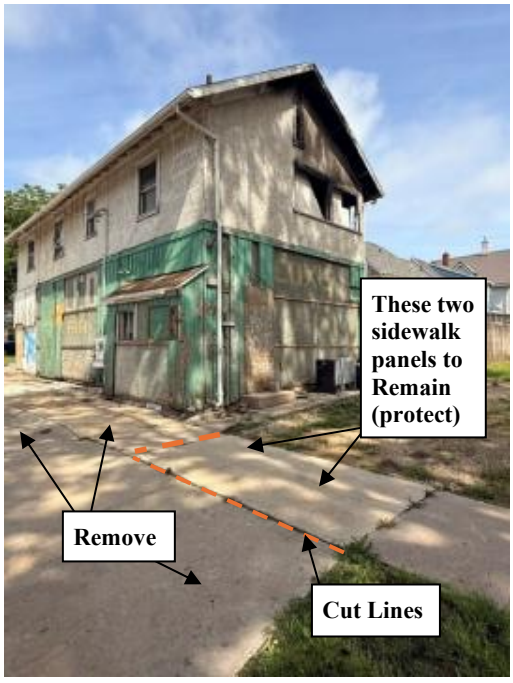
Trees with base/trunk outside of fence to Remain (protect)

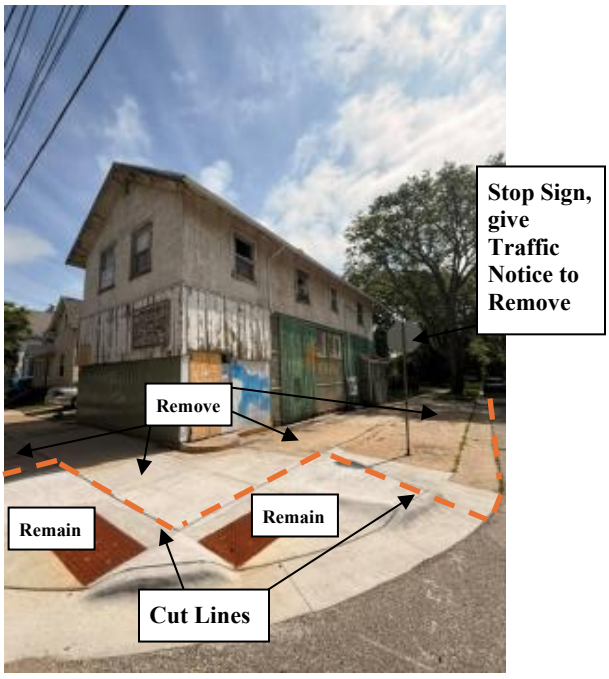
West side fencing to be removed

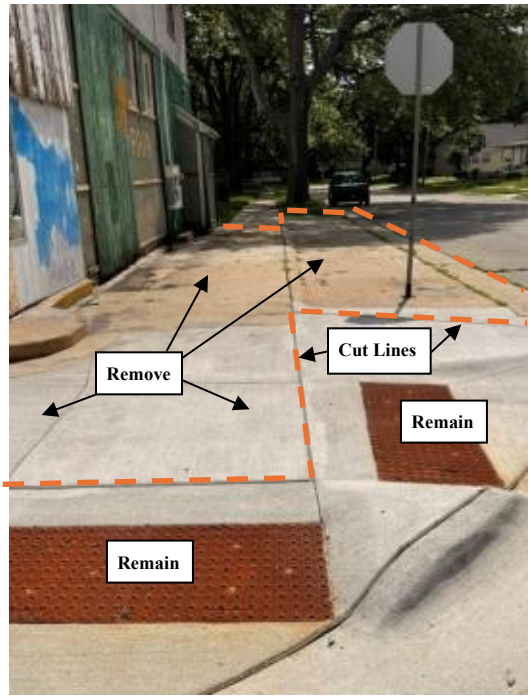
East side fencing, locations with double fencing, outer fence is neighbor's at 1625 W 2nd, remain (protect), other east side fencing to be removed.

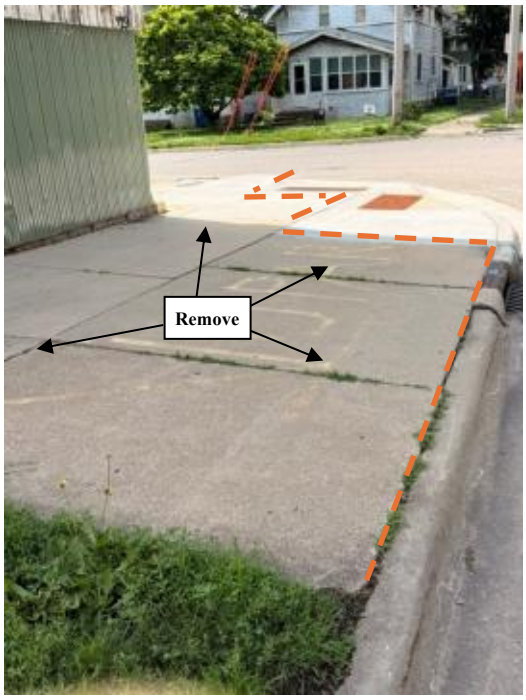
View from neighbor's yard at 1625 W 2nd looking southwest at double fence line with 1631 in background behind fence. Fencing associated with 1631 W 2nd is rotted and falling down.

- 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.

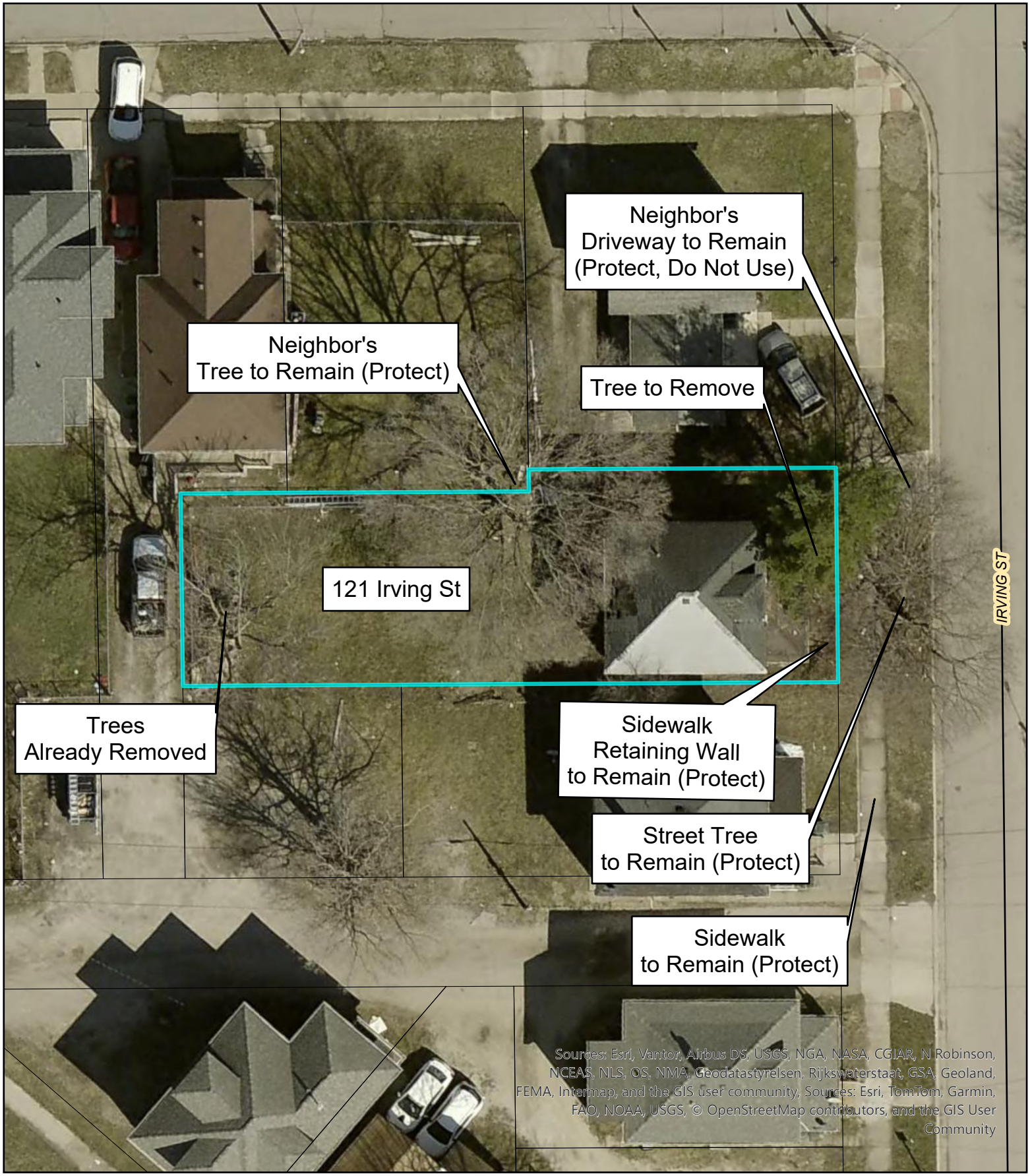
12. Severability. In the event any provision of this Contract, together with the Contract Documents, is held invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions of this Contract shall not be affected thereby and shall continue in full force and effect. If, for any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

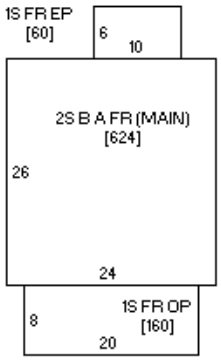
Year	Due Date	Amount	Paid	Date Paid	Receipt
2022	March 2024 September 2023	$194 $194	Yes Yes		545490
2021	March 2023 September 2022	$188 $188	Yes Yes		446174
2020	March 2022 September 2021	$183 $183	Yes Yes		355098
2019	March 2021 September 2020	$180 $180	Yes Yes		213750
2018	March 2020 September 2019	$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.

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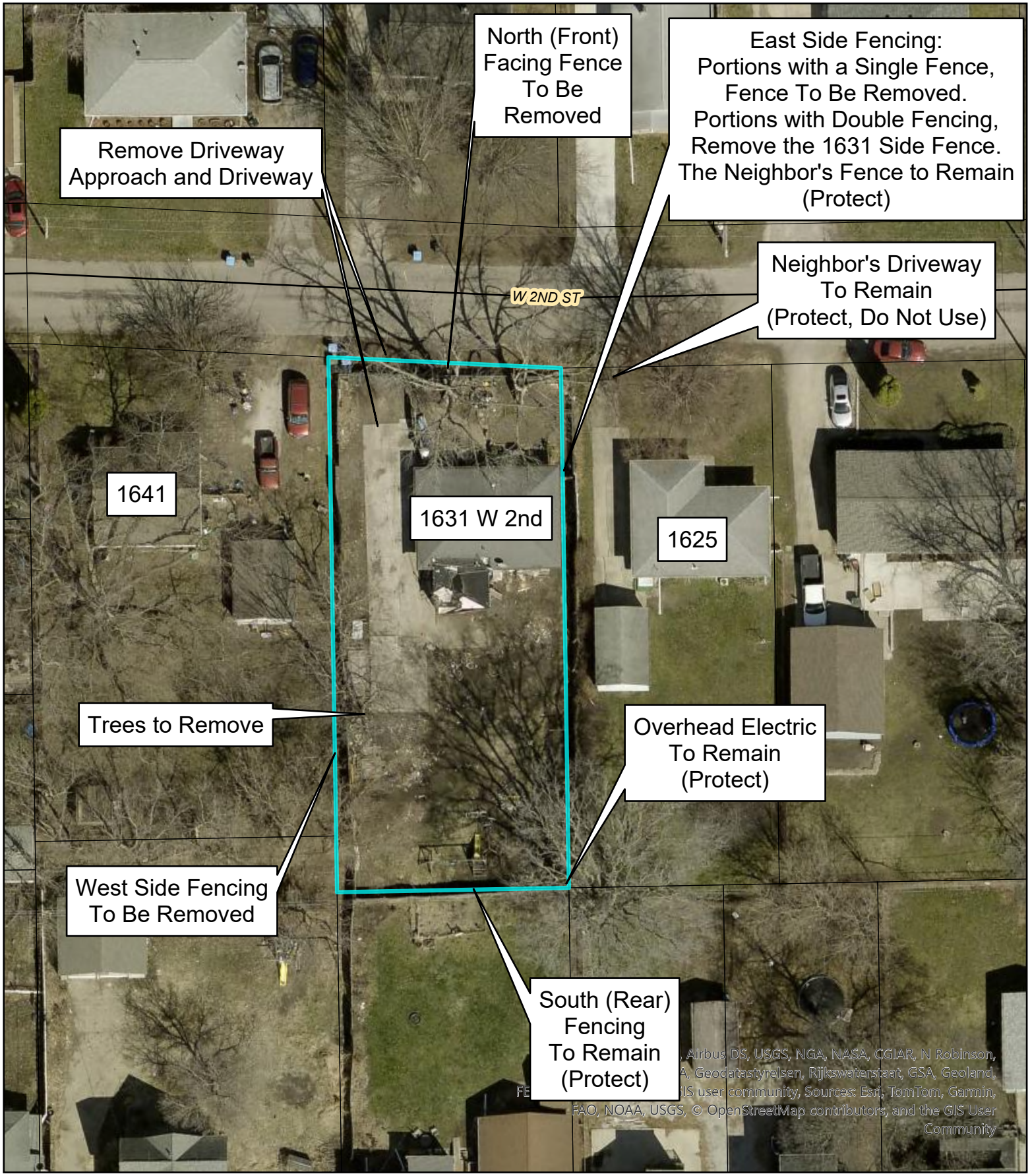

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Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	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	

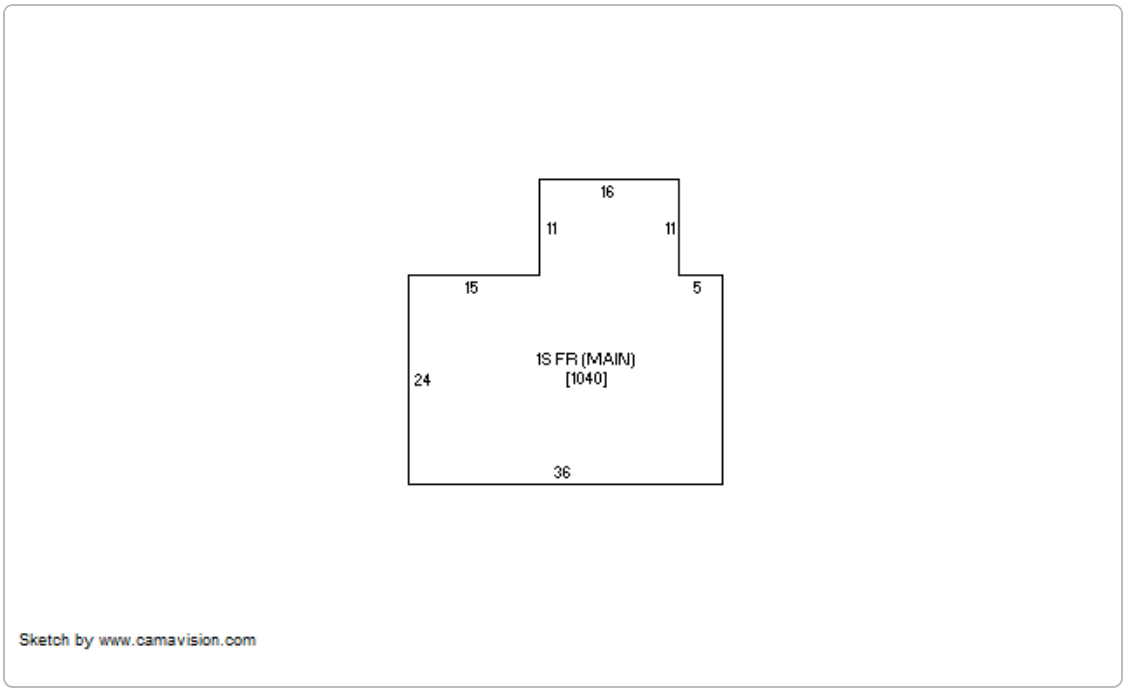
Year	Due Date	Amount	Paid	Date Paid	Receipt
2023	March 2025 September 2024	$869 $869	Yes Yes	3/20/2025 9/20/2024	640681
2022	March 2024 September 2023	$867 $867	Yes Yes	3/18/2024 9/20/2023	573224
2021	March 2023 September 2022	$843 $843	Yes Yes	3/23/2023 9/21/2022	412660
2020	March 2022 September 2021	$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

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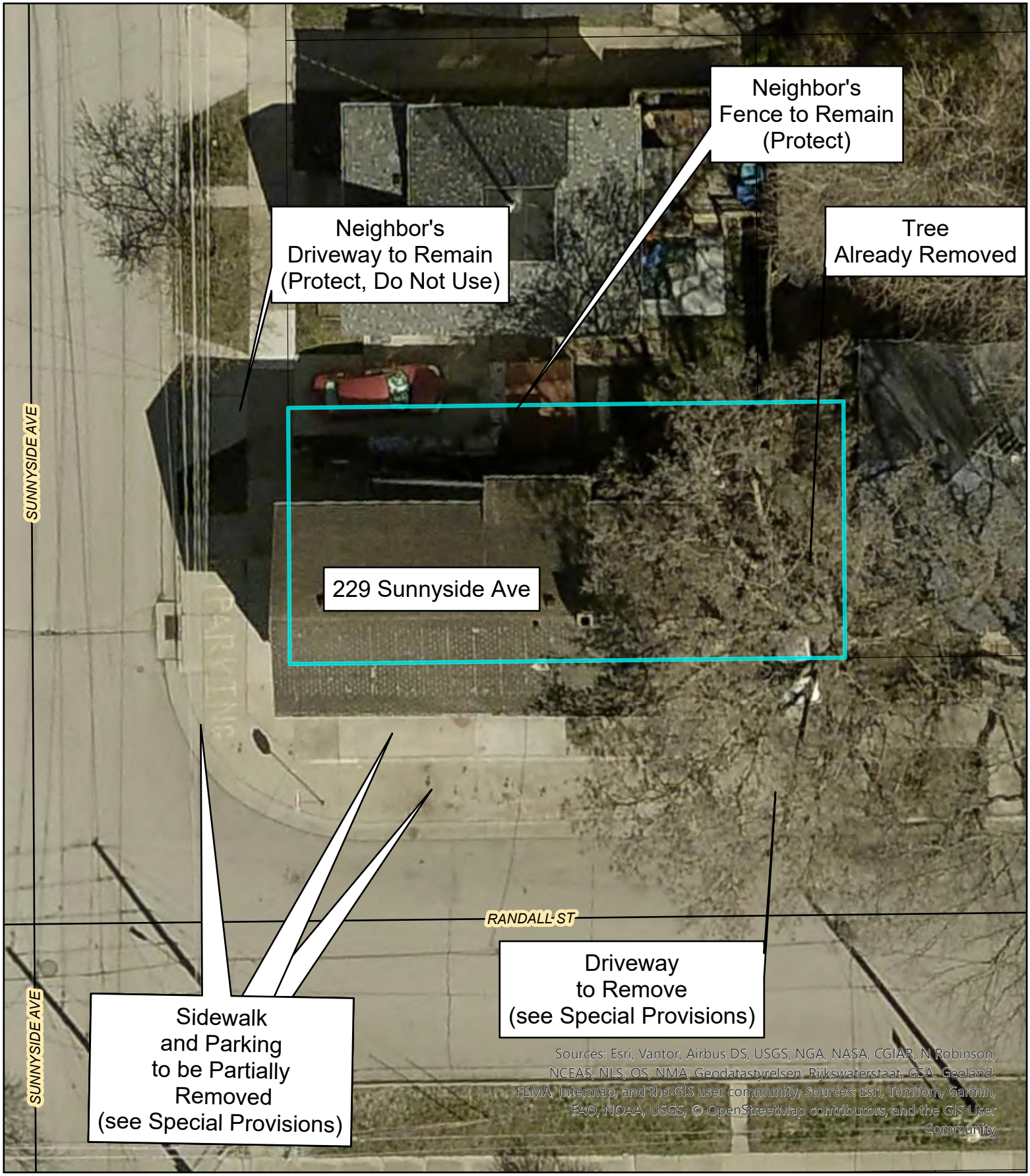

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Feet

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.

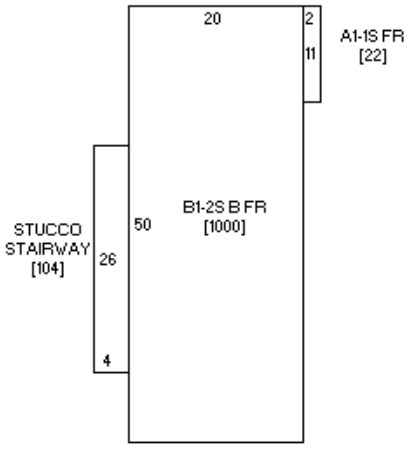
Special Assessments

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

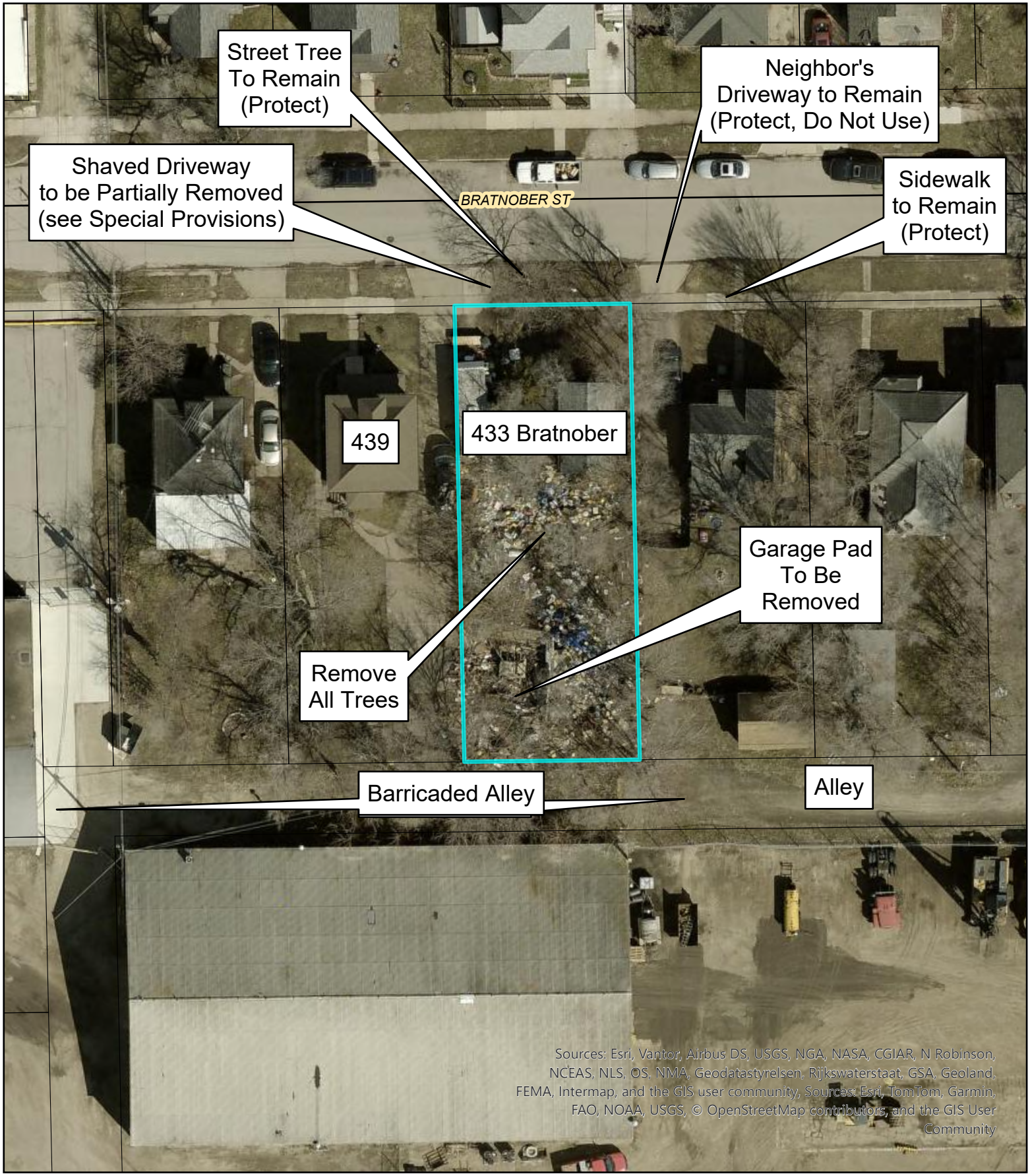


Sketch by www.camavision.com

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

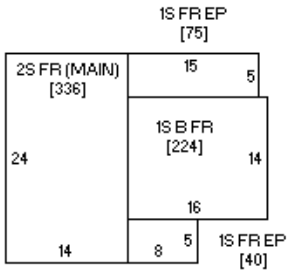
Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$168	Yes		697055
	September 2025	$168	Yes		
2023	March 2025	$155	Yes		626323
	September 2024	$155	Yes		
2022	March 2024	$147	Yes	6/17/2024	520337
	September 2023	$147	Yes	9/1/2023	
2022	March 2024	$0	No		520337
	September 2023	$4	Yes	6/17/2024	
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

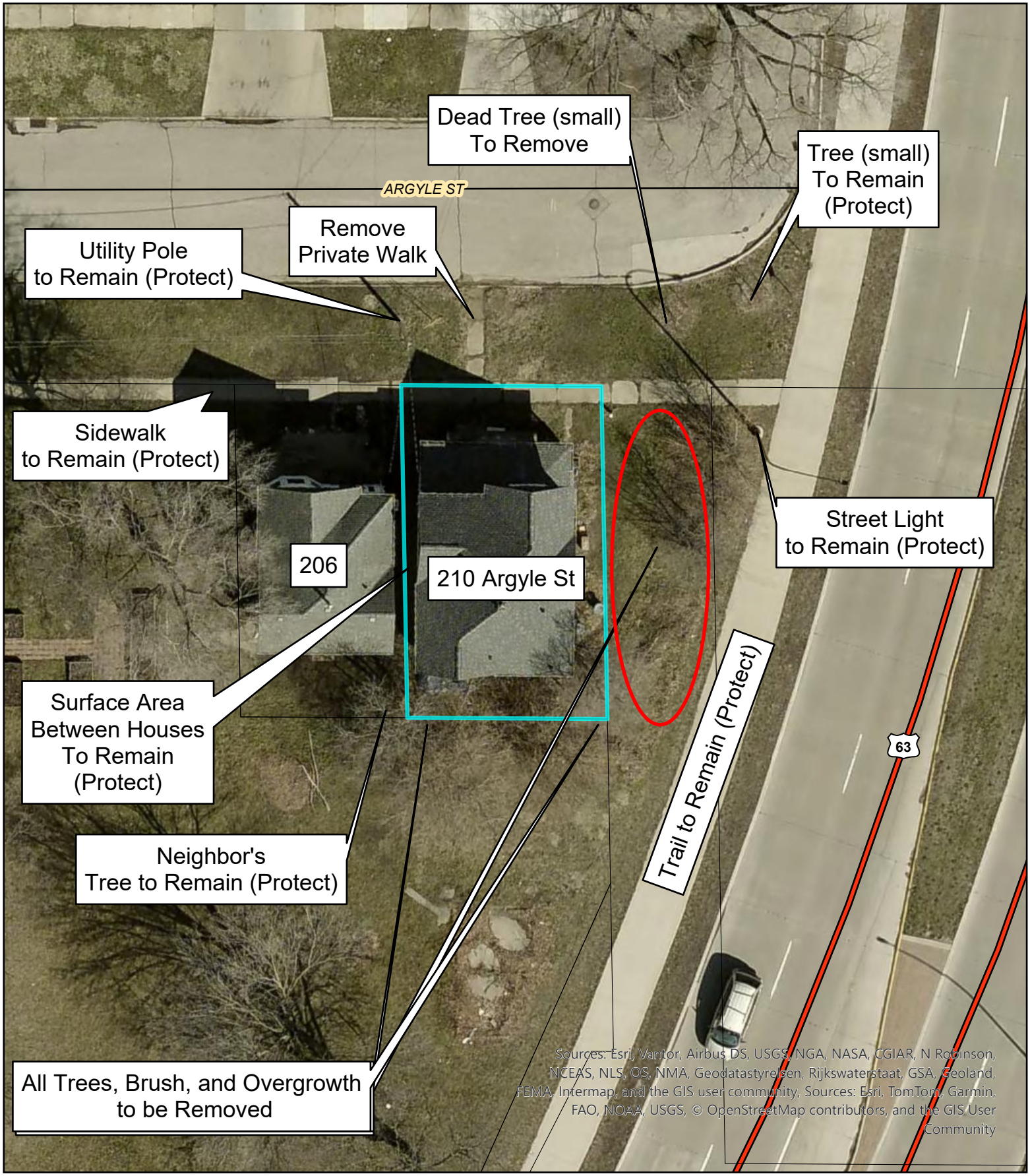
Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance



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	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

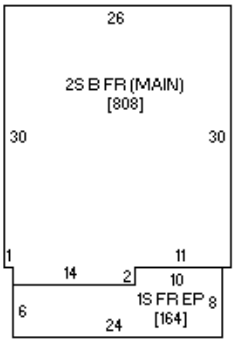
Click here to pay property taxes for this parcel.

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.

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Last Data Upload: 6/5/2026, 10:18:06 PM

Contact Us

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Asbestos Abatement Services, Contract AB-2026-06-01P (1442 Sycamore Street, former Rath buildings).

RECOMMENDED COUNCIL ACTION

approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The property in question, 1442 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: $2,210,200. To be paid from EPA Cleanup Grant and Rath TIF.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Bid Taulation Asbestos Abatement Services, Cont. AB-2026-06-01P (1442 Sycamore Street,

former Rath buildings)
2. City of Waterloo - Rath - Asbestos Project Manual

Asbestos Abatement Services, Cont. AB-2026-06-01P (1442 Sycamore Street, former Rath buildings)

Engineering Estimate $2,210,000.00

July 9, 2026

Bidder	Bid Security	Bid Amount
REW SERVICES CORPORATION DES MOINES, IA	5%	$2,004,261.00
ADVANCED ENVIRONMENTAL WATERLOO, IA	5%	$3,985,000.00
ROBINSON BROS. ENVIRONMENTAL DANE, WI	5%	$3,060,000.00

PROJECT MANUAL

SPECIFICATIONS FOR ASBESTOS ABATEMENT
Request For Bid (RFB) Contract AB-2026-06-01P

Rath Buildings
1442 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:

June 2, 2026

Report funded by:

United States Environmental Protection Agency (EPA) Multipurpose Grant BF-96705401

CERTIFICATIONS PAGE

PROJECT MANUAL

for
Specifications for Asbestos Abatement

Rath Buildings
1442 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
RATH BUILDINGS
1442 SYCAMORE STREET, WATERLOO, IOWA 50703

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00 01 10 – TABLE OF CONTENTS
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SECTION II – INSTRUCTIONS TO BIDDERS
SECTION III – SPECIAL TERMS AND CONDITIONS
SECTION IV – SERVICE REQUIREMENTS
SECTION V – METHOD OF EVALUATION
SECTION VI – GENERAL TERMS AND CONDITIONS

Supplemental Specifications
00 73 19 – HEALTH AND SAFETY REQUIREMENTS
01 00 00 – GENERAL REQUIREMENTS
01 10 00 – SUMMARY
01 30 00 – ADMINISTRATIVE REQUIREMENTS
01 50 00 – TEMPORARY FACILITIES AND CONTROLS
02 81 00 – TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS
02 82 00 – ASBESTOS REMEDIATION

EXHIBITS
Exhibit A – Signature Page
Exhibit B – Bid Items and Quantities
Exhibit C – Contract for Asbestos Abatement Services
Exhibit D – Property Location Map
Exhibit E – Property Access and Staging Map
Exhibit F – Asbestos Containing Materials Inspection Reports
Exhibit G – Asbestos Sample Location Maps – Separated By Area
Exhibit H – Asbestos Diagrams and Field Forms
- 3-chamber, Pre-Cleaning, Visual Inspection, Waste Shipment Record

Exhibit I – Iowa DNR 10-Day Notification Form (Online Link)
Exhibit J – 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 **Rath Buildings** located at **1442 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, June 25, 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-2026-06-01P

Notice of RFB Date: June 2, 2026

Mandatory Walk Thru Date: There will be a mandatory walk through on Thursday, June 11, 2026, at 9:00 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. It is recommended Bidder representatives have a respirator available for use.

Deadline for Bid Submittal: Thursday, June 25, 2026, at 1:00 p.m., Central Time

Submit Sealed Bid to: Address exactly as stated:
SEALED RFB FOR ASBESTOS ABATEMENT SERVICES - CONTRACT AB-2026-06-01P

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 Persons, Title:	Aric Schroeder, City Planner/Project Manager (City's Representative) Jon Reis, Eocene Environmental Group Project Manager (City Consultant Representative)
E-mail Addresses:	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 25, 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 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 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 thirty (30) weeks, anticipated to be from July 21, 2206 to February 17, 2027.

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: **1442 Sycamore Street (Rath Buildings).**

4.1 Scope of Work

The City of Waterloo is seeking a qualified asbestos abatement contractor or contractors 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 surveys included in Exhibit “F”. Assess and reasonably ascertain if there is any ACM that was not identified in the asbestos surveys included in Exhibit “F”. 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 approximately 30 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 1442 Sycamore Street on Thursday, June 11, 2026 at 9:00 a.m. Bidders that do not have a representative in attendance at this walk thru are NOT eligible to bid on this contract. 1442 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. The building is multiple stories (as many as 7 stories in some locations) with approximately 900,000 square feet of floor area. It is expected that the walk thru will take a significant amount of time. A lunch break will be planned at noon with the walk thru continuing at 1pm. Additionally, there are two bid options: A) asbestos abatement of the entire structure, and B) asbestos abatement by area. There are three distinct areas for option B and they are shown on the Property Location Map in Exhibit "D". Asbestos sample location maps separated by area are included in Exhibit "G".

Please Note: Due to the amount of asbestos debris in some locations, it is recommended Bidder representatives have a respirator available to use. Additionally, the Property is not currently secure and 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 or Companies 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 or Bidders 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 or Bidders 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 or Bidders have 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 or Contracts and authorizing the Mayor to execute the Contract(s) 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(s).

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
RATH BUILDINGS
1442 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 AMERICA

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.

E. Access to the property will be, by agreement, via parcels owned by others. Contractor to work with private property owner and City and comply with agreement procedures regarding access. Access locations are shown on the Property Access and Staging Map in Exhibit “E”.

F. Staging areas will be on parcels owned by others by agreement. Contractor to work with private property owner and City and comply with agreement procedures regarding staging. Staging areas are shown on the Property Access and Staging Map in Exhibit “E”.

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 may consist of one contract for all Work described, or may consist of multiple contracts for portions of 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 21, 2026, and must be completed on/by February 17, 2027.

B. Include all other submittals:

1. Copy of Iowa DNR 10-Day Notification (see Exhibit “I” – 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
- Protection of historical and existing building elements to be left in place
- 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. To the extent possible 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 vehicles, trailers and storage containers in designated areas only during the project.

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 “J”.

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: Rath Buildings
Asbestos Abatement
1442 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 the former Rath Buildings located at 1442 Sycamore Street, Waterloo, Iowa 50703. The buildings are 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. There are two bid options for the abatement: A) asbestos abatement of the entire structure, and B) asbestos abatement by area. There are threee distinct areas for Option B and they are shown on the Property Location Map in Exhibit “D”. Asbestos sample location maps separated by area are included in Exhibit “G”. The bid options are included in Exhibit “A”.

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 February 17, 2027.

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 clearance 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. City or 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 NEIGHBORHOOD MEETING

A. Contractor will be required to attend a neighborhood meeting with City and Consultant after Notice of Award and prior to beginning Work.

3.04 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.

3.05 SUBMITTALS

A. Required submittals are specified in individual sections.

3.06 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.

3.07 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.

3.08 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 me 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 to Proceed:

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 Rath Buildings located at 1442 Sycamore Street, Waterloo, Iowa 50703. The buildings are 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. There are two bid options for the abatement: A) asbestos abatement of the entire structure, and B) asbestos abatement by area. There are threee distinct areas for Option B and they are shown on the Property Location Map in Exhibit “D”. Asbestos sample location maps separated by area are included in Exhibit “G”. The bid options are included in Exhibit “A”.

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.

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, Iowa DNR 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 identified 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 “H”.

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 - Gaskets
1. If a gasket is unlikely to be removed intact, removal shall be undertaken within a glovebag.
2. The gasket shall be thoroughly wetted with amended water prior to removal.
3. The wet gasket shall immediately be placed in a disposal container.
4. Any scraping to remove residue must be performed wet.
5. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.

F. 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.

G. 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.

H. 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. Adhesive Removal (Panel)

1. Remove the asbestos containing adhesive. 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 adhesive 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.

B. Asphalt Shingles / Ceiling Covering / Ceiling Covering Tar / Cork Tar Paper

1. Remove the asbestos containing asphalt shingles, ceiling covering, ceiling covering tar, and cork tar paper. 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 asphalt shingles 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.

C. 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.

D. Caulk Removal (Interior)

1. Remove the asbestos containing caulking. 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 caulk 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. Cement Board/Transite Wall Panel Removal

1. Remove the asbestos containing cement board/transite wall paneling. 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 cement board/transite wall paneling 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 then 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.

F. Chalkboard Removal

1. Remove the asbestos containing chalkboards. 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 chalkboards are 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 then 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.

G. Duct Sealant Removal

1. Remove the asbestos containing sealant. 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 sealant 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. Elevator Equipment Removal

1. Remove the asbestos containing elevator equipment. 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 elevator equipment 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. Expansion Joint Removal

1. Remove the asbestos containing expansion joint. 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 expansion joint 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.

J. Felt & Felt-Wrapped Pipe Insulation Tar

1. Remove the asbestos containing felt & tar. 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 wetted before and during removal. The pipe where the felt & tar are in place is to be double wrapped in six mil poly. The pipe is then to be cut in areas where there is no felt or tar. 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.

K. Fire Door Removal

1. Remove the asbestos containing fire doors. 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 asbestos containing material is to be wetted before and during removal. The fire doors 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.

L. Floor Debris Removal

1. Remove the asbestos containing floor debris – including pipe insulation, steamer insulation, aircell pipe insulation, and duct wrap. 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 floor 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.

M. Floor Tile Mastic Removal

1. Remove the asbestos containing floor tile mastic. 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 single cell decontamination unit must be attached to the containment.

   The asbestos containing material is to be wetted before and during removal. The floor tile mastic is to be removed intact to the extent possible. If the asbestos containing floor tile mastic is located beneath carpet, all critical barriers and negative air enclosures must be operational prior to carpet removal. 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.

N. Floor Tile Removal

1. Remove the asbestos containing floor tile. 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 asbestos containing material is to be wetted before and during removal. The floor tile is to be removed in an intact manner if possible. If the asbestos containing floor tile mastic is located beneath carpet, all critical barriers and negative air enclosures must be operational prior to carpet removal. 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.

O. Heater/Tank Insulation Removal

1. Remove the asbestos containing heater/tank 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 wetted before and during removal. The heater/tank insulation is to be removed in an intact manner if 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.

P. Pipe Insulation/Duct Wrap Removal (Containment)

1. Remove the asbestos containing pipe insulation/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 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 wetted before and during removal. The pipe where the insulation and duct wrap are in place is to be double wrapped in six mil poly. The pipe is then to be cut in areas where the is no insulation or wrap. 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.

Q. Pipe Insulation/Duct Wrap Removal (Glovebag)

1. Remove the asbestos containing pipe insulation/duct wrap. 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/duct wrap is to be removed intact to the extent possible. The asbestos pipe insulation/duct wrap 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.

R. Roofing Material Removal

1. Remove the asbestos containing roofing material. 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 roofing material 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.

S. Tar (Roof) Removal

1. Remove the asbestos containing roof 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 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.

T. Tar (Wall/Cork Insulation) Removal

1. Remove the asbestos containing tar. 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 tar 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.

U. Transite Panel – Corrugated (Exterior) Removal

1. Remove the asbestos containing corrugated transite paneling. 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 corrugated transite paneling 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.

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

EXHIBIT A – Signature Page

EXHIBIT "A"

ASBESTOS ABATEMENT
RATH BUILDINGS
1442 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.

The City shall award one or more Contracts to the responsible Bidder(s) whose bid, conforming to the Specifications and without regard to whether the bid is made on a per-Option or a total basis, is most advantageous to the City of Waterloo, price and other factors considered. The City reserves the right to award a contract for any single Option, any combination of Options, or all Options together.

OPTION A: asbestos abatement and disposal of the entirety of the former Rath Buildings located at 1442 Sycamore Street:

> **Our bid, for asbestos abatement and disposal of the entirety of the former Rath Buildings located at 1442 Sycamore Street is, not to exceed:**
>
> **Total "lump sum" bid: $_____**

Total in written form: _____

OPTION B: asbestos abatement and disposal by area of the former Rath Buildings located at 1442 Sycamore Street:

> **Our bid, for asbestos abatement and disposal by area of the former Rath Buildings located at 1442 Sycamore Street is, not to exceed:**
>
> **Total "Area 1" bid: $_____**
> **Total "Area 2" bid: $_____**
> **Total "Area 3" bid: $_____**

Total for Area 1 in written form: _____

Total for Area 2in written form: _____

Total for Area 3 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 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** 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
RATH BUILDINGS
1442 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. The first table is the list of ACM throughout the entire structure. The second table separates out the ACM by area to assist with bidding Option B.

ASBESTOS CONTAINING MATERIALS SAMPLE LIST (ENTIRE STRUCTURE)

Material Substance	Location	Asbestos Content	Est. Quantity
Pipe Insulation	Basement; 1st Floor; 2nd Floor; 4th Floor; 5th Floor; 6th Floor; 7th Floor	20% Amosite / 8% Chrysotile 25% Chrysotile 20% Amosite / 3% Chrysotile 5% Amosite / 15% Chrysotile 20% Chrysotile 60% Chrysotile	Basement: 355 LF 1st Floor: 65 LF 2nd Floor: 255 LF 4th Floor: 655 LF 5th Floor: 665 LF 6th Floor: 910 LF 7th Floor: 295 LF Total: 3,200 LF
Heater Insulation	Basement	30% Chrysotile	25 SF
Felt-Wrapped Pipe Insulation Tar and Felt	Roof (& 5th Floor and 7th Floor)	30% Chrysotile	1,100 LF
Door Caulk	Elevator Doors – All Floors West Exterior Loading Dock SW Exterior Loading Dock	5% Chrysotile 10% Chrysotile 1.2% Chrysotile	Elevator: 280 LF West Loading Dock: 8 LF SW Loading Dock: 10 LF
Pipe Insulation Debris / Steamer Insulation Debris / Aircell Pipe Insulation Debris / Duct Wrap Debris	Basement; 2nd Floor; 5th Floor; 6th Floor; 7th Floor	10% Amosite 20% Amosite / 8% Chrysotile 25% Chrysotile 20% Amosite / 3% Chrysotile 5% Amosite / 15% Chrysotile 20% Chrysotile 60% Chrysotile 20% Chrysotile 70% Chrysotile	Basement: 600 SF 2nd Floor: 1,500 SF 5th Floor: 2,500 SF 6th Floor: 650 SF 7th Floor: 5,500 SF Total: 10, 750 SF

Material Substance	Location	Asbestos Content	Est. Quantity
Transite Wall Panels	4th Floor; 6th Floor; 7th Floor	15% Chrysotile	4th Floor: 200 SF 6th Floor: 4,300 SF 7th Floor: 1,300 SF Total: 5,800 SF
Duct Sealant	6th Floor	2% Chrysotile	550 LF
Aircell Pipe Insulation	Basement; 1st Floor; 2nd Floor; 5th Floor; 6th Floor; 7th Floor	20% Chrysotile 70% Chrysotile	Basement: 600 LF 1st Floor: 250 LF 2nd Floor: 40 LF 5th Floor: 540 LF 6th Floor: 200 LF 7th Floor: 55 LF Total: 1,685 LF
Asphalt Shingles / Ceiling Covering / Ceiling Covering Tar / Cork Tar Paper	Basement; 1st Floor; 2nd Floor; 3rd Floor; 4th Floor; 5th Floor; 6th Floor; 7th Floor	15% Chrysotile 10% Chrysotile 5% Chrysotile 2% Chrysotile 3.6% Chrysotile 8% Chrysotile 7% Chrysotile 3% Chrysotile	Basement: 35,200 SF 1st Floor: 13,850 SF 2nd Floor: 55,200SF 3rd Floor: 66,950 SF 4th Floor: 38,900 SF 5th Floor: 9,600 SF 6th Floor: 5,500 SF 7th Floor: 3,950 SF Total: 229,150 SF
Tank Insulation	2nd Floor	30% Chrysotile	100 SF
9" x 9" Green Floor Tile and Black Mastic with Pipe Insulation Debris	2nd Floor	Floor Tile: 5% Chrysotile Mastic: 5% Chrysotile Pipe Insulation: 20% Amosite / 3% Chrysotile	4,500 SF
12" x 12" Brown Floor Tile and Black Mastic with Pipe Insulation Debris	2nd Floor	Floor Tile: 2% Chrysotile Mastic: 5% Chrysotile Pipe Insulation: 20% Amosite / 3% Chrysotile	100 SF
Corrugated Transite Panels	Exterior	15% Chrysotile	Northwest Office Roof: 2,700 SF SW Rail Dock Wall: 300 SF
Old Caulk	Exterior – North Street Level Windows	15% Chrysotile	30 LF
Roofing Tar	All Roofs	8% Chrysotile	6,000 SF
Roofing Caulk	Roof A	5% Chrysotile	60 LF
Roofing Material	Roof E	10% Chrysotile	12,200 SF
Expansion Joint	Exterior – North A12 (Behind Vertical Metal Seams)	3% Chrysotile	400 LF
Chalkboard	6th Floor; 7th Floor	15% Chrysotile	6th Floor: 20 SF 7th Floor: 50 SF
Wall Tar	5th Floor – HVAC Crawl Space	10% Chrysotile	750 SF

Material Substance	Location	Asbestos Content	Est. Quantity
Panel Adhesive	Basement; 1st Floor; 2nd Floor; 3rd Floor	10% Chrysotile	Basement: 360 SF 1st Floor: 700 SF 2nd Floor: 500 SF 3rd Floor: 10,800 SF Total: 12,360 SF
Duct Wrap	Basement	80% Chrysotile 70% Chrysotile	500 LF
Cement Board	1st Floor – North Room, North Wall – Top Half	20% Chrysotile	750 SF
Cork Insulation Tar	7th Floor – Middle Room, South Portion Walls; 3rd Floor –Northeast Room Ceiling	3% Chrysotile 2% Chrysotile	7th Floor: 4,700 SF 3rd Floor: 17,100 SF Total: 21,800 SF
Possible Fire Doors (Assumed)	Throughout	N/A (Assumed)	70 Doors
Elevator Equipment (Assumed)	Throughout	N/A (Assumed)	6 Elevator

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.

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Bidder Name

ASBESTOS CONTAINING MATERIALS SAMPLE LIST (AREA 1)

Material Substance	Location	Asbestos Content	Eocene Estimated Quantity
Pipe Insulation	Basement; 2nd Floor; 5th Floor; 6th Floor; 7th Floor	20% Amosite / 8% Chrysotile 25% Chrysotile 20% Amosite / 3% Chrysotile 5% Amosite / 15% Chrysotile 20% Chrysotile 60% Chrysotile	Basement: 135 LF 2nd Floor: 10 LF 5th Floor: 665 LF 6th Floor: 465 LF 7th Floor: 140 LF Total: 1,415 LF
Heater Insulation	Basement	30% Chrysotile	Basement: 25 SF
Door Caulk	Elevator Doors – All Floors	5% Chrysotile	Elevator: 280 LF
Pipe Insulation Debris / Steamer Insulation Debris / Aircell Pipe Insulation Debris / Duct Wrap Debris	Basement; 2nd Floor; 5th Floor; 6th Floor; 7th Floor	10% Amosite 20% Amosite / 8% Chrysotile 25% Chrysotile 20% Amosite / 3% Chrysotile 5% Amosite / 15% Chrysotile 20% Chrysotile 60% Chrysotile 20% Chrysotile 70% Chrysotile	Basement: 600 SF 2nd Floor: 1,500 SF 5th Floor: 2,500 SF 6th Floor: 570 SF 7th Floor: 5,500 SF Total: 10,670 SF
Aircell Pipe Insulation	Basement; 1st Floor; 5th Floor; 6th Floor; 7th Floor	20% Chrysotile 70% Chrysotile	Basement: 600 LF 1st Floor: 100 LF 5th Floor: 440 LF 6th Floor: 200 LF 7th Floor: 55 LF Total: 1,395 LF
Asphalt Shingles / Ceiling Covering / Ceiling Covering Tar / Cork Tar Paper	Basement; 1st Floor; 2nd Floor; 3rd Floor; 4th Floor; 5th Floor; 6th Floor; 7th Floor	15% Chrysotile 10% Chrysotile 5% Chrysotile 2% Chrysotile 3.6% Chrysotile 8% Chrysotile 7% Chrysotile 3% Chrysotile	Basement: 6,850 SF 1st Floor: 6,770 SF 2nd Floor: 19,980 SF 3rd Floor: 32,280 SF 4th Floor: 33,600 SF 5th Floor: 9,520 SF 6th Floor: 4,990 SF 7th Floor: 2,250 SF Total: 116,240 SF
9" x 9" Green Floor Tile and Black Mastic with Pipe Insulation Debris	2nd Floor	Floor Tile: 5% Chrysotile Mastic: 5% Chrysotile Pipe Insulation: 20% Amosite / 3% Chrysotile	2nd Floor: 4,500 SF

Material Substance	Location	Asbestos Content	Eocene Estimated Quantity
12″ x 12″ Brown Floor Tile and Black Mastic with Pipe Insulation Debris	2nd Floor	Floor Tile: 2% Chrysotile Mastic: 5% Chrysotile Pipe Insulation: 20% Amosite / 3% Chrysotile	2nd Floor: 100 SF
Old Caulk	Exterior – North Street Level Windows	15% Chrysotile	Exterior: 30 LF
Roofing Tar	All Roofs	8% Chrysotile	Roof: 2,000 SF
Chalkboard	7th Floor	15% Chrysotile	7th Floor: 50 SF
Panel Adhesive	1st Floor	10% Chrysotile	1st Floor: 700 SF
Duct Wrap	Basement	80% Chrysotile 70% Chrysotile	Basement: 500 LF
Cork Insulation Tar	3rd Floor – Northeast Room Ceiling	2% Chrysotile	3rd Floor: 17,100 SF
Possible Fire Doors (Assumed)	Throughout	N/A (Assumed)	70 Doors
Elevator Equipment (Assumed)	Throughout	N/A (Assumed)	6 Elevator

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

ASBESTOS CONTAINING MATERIALS SAMPLE LIST (AREA 2)

Material Substance	Location	Asbestos Content	Eocene Estimated Quantity
Pipe Insulation	Basement; 1st Floor; 2nd Floor; 4th Floor; 6th Floor; 7th Floor	20% Amosite / 8% Chrysotile 25% Chrysotile 20% Amosite / 3% Chrysotile 5% Amosite / 15% Chrysotile 20% Chrysotile 60% Chrysotile	Basement: 45 LF 1st Floor: 65 LF 2nd Floor: 215 LF 4th Floor: 70 LF 6th Floor: 445 LF 7th Floor: 155 LF Total: 995 LF
Felt-Wrapped Pipe Insulation Tar and Felt	Roof (& 5th Floor and 7th Floor)	30% Chrysotile	Roof; 5th Floor; 7th Floor: 1,100 LF
Pipe Insulation Debris / Steamer Insulation Debris / Aircell Pipe Insulation Debris / Duct Wrap Debris	6th Floor	10% Amosite 20% Amosite / 8% Chrysotile 25% Chrysotile 20% Amosite / 3% Chrysotile 5% Amosite / 15% Chrysotile 20% Chrysotile 60% Chrysotile 20% Chrysotile 70% Chrysotile	6th Floor: 80 SF
Transite Wall Panels	4th Floor; 6th Floor; 7th Floor	15% Chrysotile	4th Floor: 200 SF 6th Floor: 4,300 SF 7th Floor: 1,300 SF Total: 5,800 SF
Duct Sealant	6th Floor	2% Chrysotile	6th Floor: 550 LF
Aircell Pipe Insulation	1st Floor; 2nd Floor; 5th Floor	20% Chrysotile 70% Chrysotile	1st Floor: 150 LF 2nd Floor: 40 LF 5th Floor: 100 LF Total: 290 LF
Asphalt Shingles / Ceiling Covering / Ceiling Covering Tar / Cork Tar Paper	Basement; 1st Floor; 2nd Floor; 3rd Floor; 4th Floor; 5th Floor; 6th Floor; 7th Floor	15% Chrysotile 10% Chrysotile 5% Chrysotile 2% Chrysotile 3.6% Chrysotile 8% Chrysotile 7% Chrysotile 3% Chrysotile	Basement: 1,230 SF 1st Floor: 1,560 SF 2nd Floor: 8,660 SF 3rd Floor: 18,175 SF 4th Floor: 5,300 SF 5th Floor:80 SF 6th Floor:840 SF 7th Floor: 1,700 SF Total: 37,545 SF
Tank Insulation	2nd Floor	30% Chrysotile	2nd Floor: 100 SF
Roofing Tar	All Roofs	8% Chrysotile	Roof: 2,000 SF
Roofing Material	Roof E	10% Chrysotile	Roof: 12,200 SF
Chalkboard	6th Floor	15% Chrysotile	6th Floor: 20 SF
Wall Tar	5th Floor – HVAC Crawl Space	10% Chrysotile	5th Floor: 750 SF
Panel Adhesive	3rd Floor	10% Chrysotile	3rd Floor: 630 SF

Material Substance	Location	Asbestos Content	Eocene Estimated Quantity
Cork Insulation Tar	7th Floor – Middle Room, South Portion Walls	3% Chrysotile	7th Floor: 4,700 SF
Possible Fire Doors (Assumed)	Throughout	N/A (Assumed)	70 Doors
Elevator Equipment (Assumed)	Throughout	N/A (Assumed)	6 Elevator

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Bidder Name

ASBESTOS CONTAINING MATERIALS SAMPLE LIST (AREA 3)

Material Substance	Location	Asbestos Content	Eocene Estimated Quantity
Pipe Insulation	Basement; 2nd Floor; 4th Floor	20% Amosite / 8% Chrysotile 25% Chrysotile 20% Amosite / 3% Chrysotile 5% Amosite / 15% Chrysotile 20% Chrysotile 60% Chrysotile	Basement: 175 LF 2nd Floor: 30 LF 4th Floor: 590 LF Total: 795 LF
Door Caulk	West Exterior Loading Dock SW Exterior Loading Dock	10% Chrysotile 1.2% Chrysotile	West Loading Dock: 8 LF SW Loading Dock: 10 LF Total: 18 LF
Asphalt Shingles / Ceiling Covering / Ceiling Covering Tar / Cork Tar Paper	Basement; 1st Floor; 2nd Floor; 3rd Floor; 4th Floor	15% Chrysotile 10% Chrysotile 5% Chrysotile 2% Chrysotile 3.6% Chrysotile 8% Chrysotile 7% Chrysotile 3% Chrysotile	Basement: 27,120 SF 1st Floor: 5,520 SF 2nd Floor: 26,560 SF 3rd Floor: 23,495 SF 4th Floor: 38,900 SF Total: 82,695 SF
Corrugated Transite Panels	Exterior	15% Chrysotile	Northwest Office Roof: 2,700 SF SW Rail Dock Wall: 300 SF
Roofing Tar	All Roofs	8% Chrysotile	Roof: 2,000 SF
Roofing Caulk	Roof A	5% Chrysotile	Roof: 60 LF
Expansion Joint	Exterior – North A12 (Behind Vertical Metal Seams)	3% Chrysotile	Exterior: 400 LF
Panel Adhesive	Basement; 2nd Floor; 3rd Floor	10% Chrysotile	Basement: 360 SF 2nd Floor: 500 SF 3rd Floor: 10,170 SF Total: 11,030 SF
Cement Board	1st Floor – North Room, North Wall – Top Half	20% Chrysotile	1st Floor: 750 SF
Possible Fire Doors (Assumed)	Throughout	N/A (Assumed)	70 Doors
Elevator Equipment (Assumed)	Throughout	N/A (Assumed)	6 Elevator

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	Pipe Insulation	LF	$
2	Heater Insulation	SF	$
3	Felt-Wrapped Pipe Insulation Tar and Felt	LF	$
4	Door Caulk	LF	$
5	Pipe Insulation Debris / Steamer Insulation Debris / Aircell Pipe Insulation Debris / Duct Wrap Debris	SF	$
6	Transite Wall Panels	SF	$
7	Duct Sealant	LF	$
8	Aircell Pipe Insulation	LF	$
9	Asphalt Shingles / Ceiling Covering / Ceiling Covering Tar / Cork Tar Paper	SF	$
10	Tank Insulation	SF	$
11	9" x 9" Green Floor Tile and Black Mastic with Pipe Insulation Debris	SF	$
12	12" x 12" Brown Floor Tile and Black Mastic with Pipe Insulation Debris	SF	$
13	Corrugated Transite Panels	SF	$
14	Old Caulk	LF	$
15	Roofing Tar	SF	$
16	Roofing Caulk	LF	$
17	Roofing Material	SF	$
18	Expansion Joint	LF	$
19	Chalkboard	SF	$
20	Wall Tar	SF	$
21	Panel Adhesive	SF	$
22	Duct Wrap	LF	$
23	Cement Board	SF	$
24	Cork Insulation Tar	SF	$
25	Possible Fire Doors (Assumed)	EA	$
26	Elevator Equipment (Assumed)	EA	$

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
RATH BUILDINGS
1442 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 July 21, 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 21, 2026 thru February 17, 2027, 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

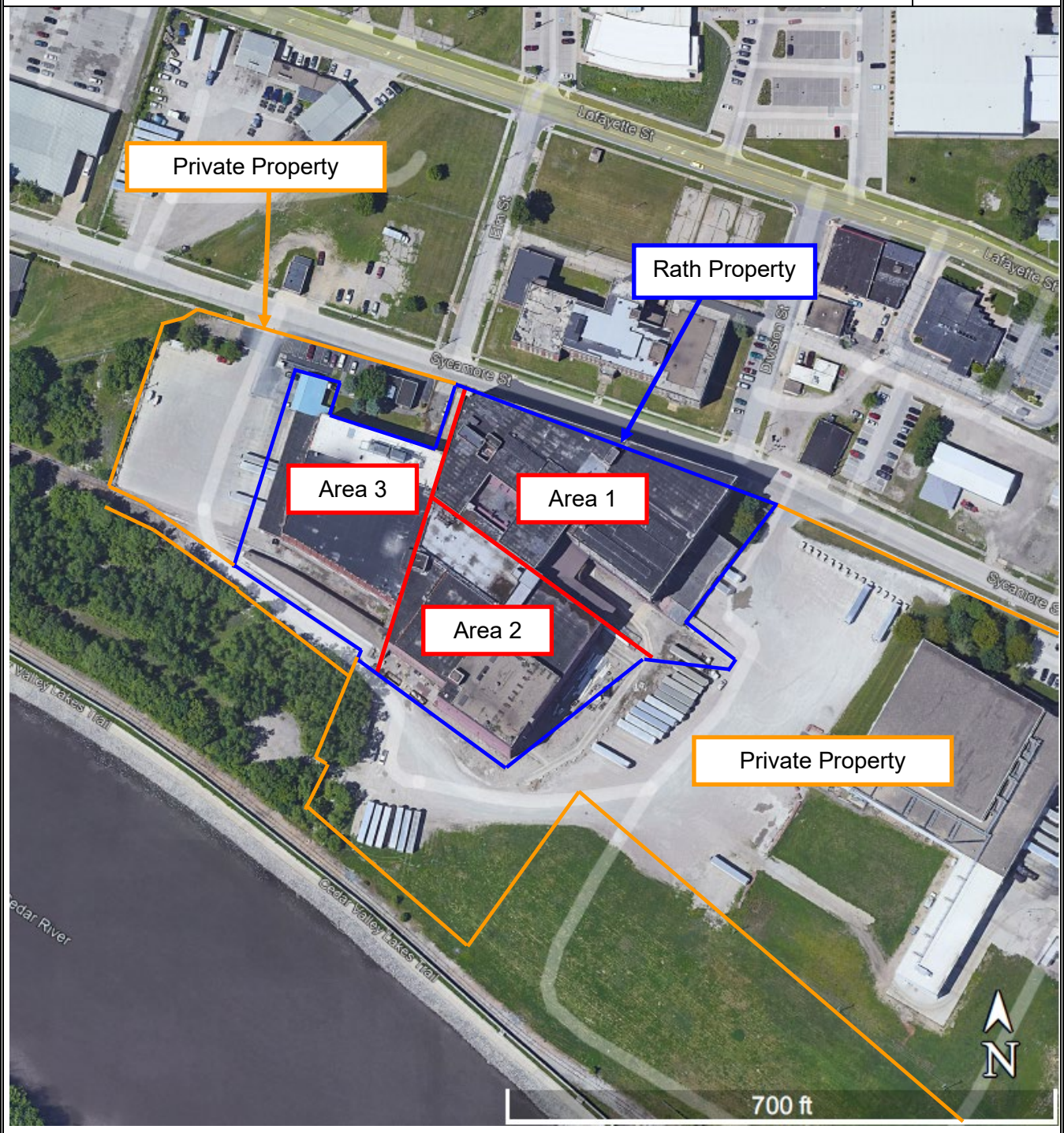
CONTRACTOR

_____
Authorized Representative

EXHIBIT D – Property Location Map

EXHIBIT D – PROPERTY LOCATION MAP

North



Property Location Map

City of Waterloo – Former Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

Eocene℠ Environmental Group

EXHIBIT E – Property Access and Staging Map

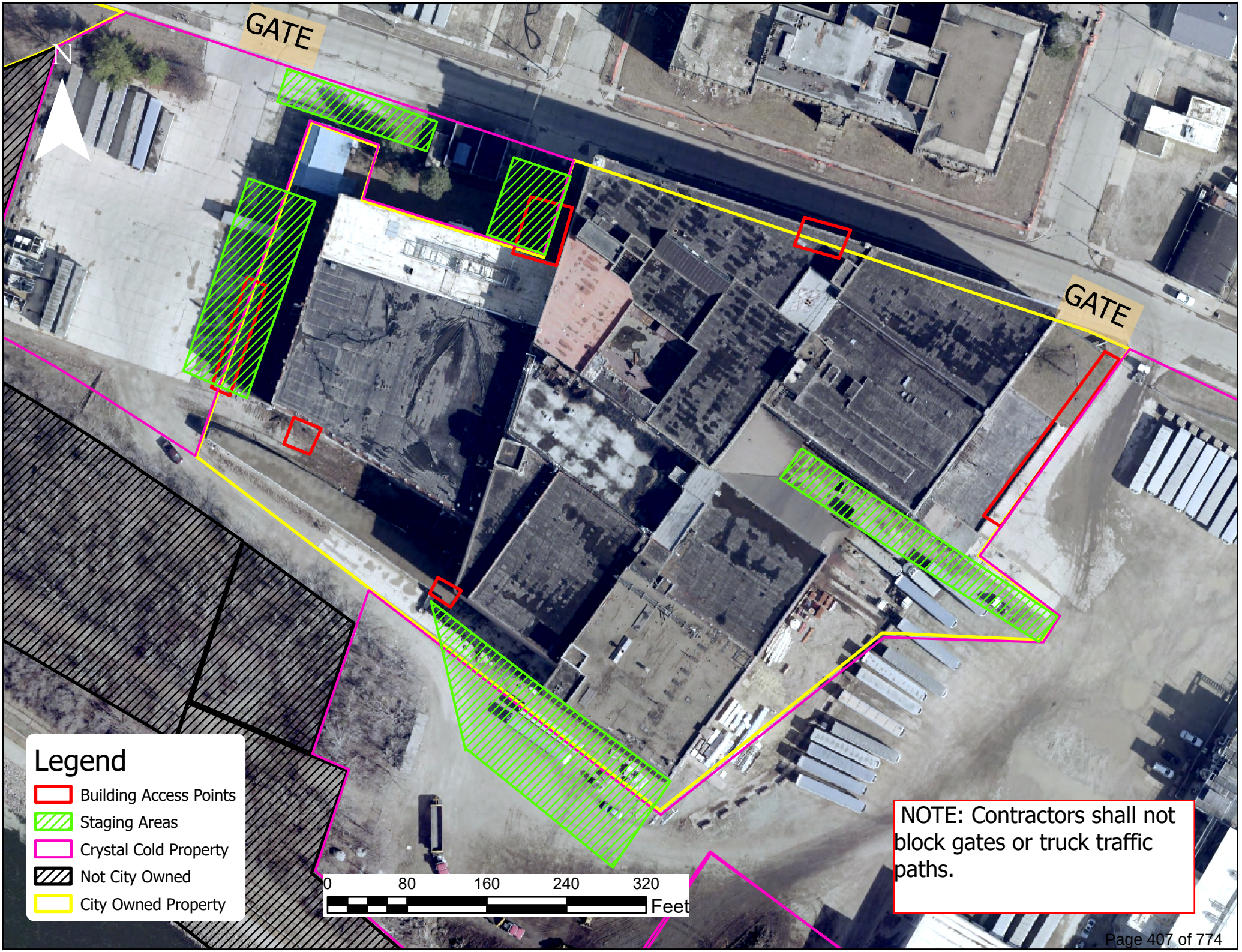

GATE
GATE
N
Legend
Building Access Points
Staging Areas
Crystal Cold Property
Not City Owned
City Owned Property
0
80
160
240
320
Feet
NOTE: Contractors shall not block gates or truck traffic paths.

EXHIBIT F – Asbestos Containing Materials Inspection Reports

ASBESTOS CONTAINING MATERIALS INSPECTION

Rath Buildings
1142 Sycamore Street
Waterloo, Iowa 50703

Prepared for:

City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Report date:

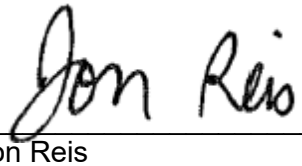
February 6, 2025

Revised July 11, 2025

ASBESTOS CONTAINING MATERIALS INSPECTION

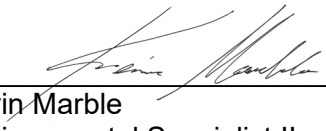
Rath Buildings
1142 Sycamore Street
Waterloo, Iowa 50703

Inspected and Prepared by:

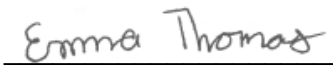


Jon Reis
Sr. Project Manager
Iowa Certified Asbestos Inspector: 25-12880I

Inspected by:

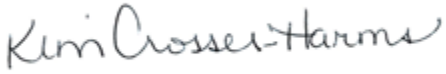


Kevin Marble
Environmental Specialist II
Iowa Certified Asbestos Inspector: 24-11230I



Emma Thomas
Environmental Specialist I
Iowa Certified Asbestos Inspector: 24-12154I

Reviewed by:



Kim Crosser-Harms
Sr. Project Manager
Iowa Certified Asbestos Inspector: 25-12883I

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Table 3b – Non-Asbestos Containing Material Sample List (Eocene)

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APPENDIX B - Laboratory Reports & Chain of Custody Documentation
APPENDIX C - ACM Photographs
APPENDIX D - Sample Location Map(s)
APPENDIX E – Toeroek Associates, Inc. Report

1.0 EXECUTIVE SUMMARY

Eocene Environmental Group, Inc. (Eocene) completed a supplemental Asbestos Containing Materials (ACM) Inspection on January 13, 14 and 22, 2025, and May 7, 2025 of the former Rath Building located at 1142 Sycamore Street, Waterloo, Iowa 50703 (Property). The purpose of this supplemental ACM Inspection is to confirm the sampling and quantification of materials documented by Toeroek Associates, Inc. (Toeroek) and identify and sample potential areas and materials omitted from previous sampling. The report will assist the building owner in facilitating renovation and/or demolition activities of the buildings.

Asbestos was detected in 23 of the 198 samples collected from various building components within the Property's interior and exterior by Toeroek. Asbestos was detected in 32 of the 80 samples collected from various building components within the Property's interior and exterior by Eocene. See Table 1 for additional information. ACMs include:

- Pipe Insulation
- Heater Insulation
- Felt-Wrapped Pipe Insulation Tar and Felt
- Door Caulk
- Boiler Insulation
- Transite Wall Panels
- Duct Sealant
- Aircell Pipe Insulation
- Asphalt Shingles/Ceiling Covering/Ceiling Covering Tar
- Tank Insulation
- 9" x 9" Vinyl Floor Tile
- 9" x 9" Vinyl Floor Tile Mastic
- 12" x 12" Vinyl Floor Tile
- 12" x 12" Vinyl Floor Tile Mastic
- Silver-Painted Pipe Insulation
- Corrugated Transite Panels
- Old Caulk
- Roofing Tar
- Roofing Caulk
- Roofing Material
- Expansion Joint
- Chalkboard
- Wall Tar
- Cork Tar Paper
- Panel Adhesive
- Duct Wrap
- Cement Board
- Cork Insulation Tar
- Fire Doors (Assumed)
- Elevator Equipment (Assumed)

All building materials similar in appearance, color, and/or texture to those determined to contain asbestos must be assumed to contain asbestos throughout the buildings.

Based on these results, the Property requires further action prior to any renovation or demolition activities. The following table provides a summary of the identified ACM, their location, and estimated quantities:

Table 1 – Asbestos Containing Materials Summary List

Material Substance	Location	Asbestos Content	Est. Quantity
Pipe Insulation	Basement; 1st Floor; 2nd Floor; 4th Floor; 5th Floor; 6th Floor; 7th Floor	20% Amosite / 8% Chrysotile 25% Chrysotile 20% Amosite / 3% Chrysotile 5% Amosite / 15% Chrysotile 20% Chrysotile 60% Chrysotile	Basement: 355 LF 1st Floor: 65 LF 2nd Floor: 255 LF 4th Floor: 655 LF 5th Floor: 665 LF 6th Floor: 910 LF 7th Floor: 295 LF Total: 3,200 LF
Heater Insulation	Basement	30% Chrysotile	25 SF
Felt-Wrapped Pipe Insulation Tar and Felt	Roof (& 5th Floor and 7th Floor)	30% Chrysotile	1,100 LF
Door Caulk	Elevator Doors – All Floors West Exterior Loading Dock SW Exterior Loading Dock	5% Chrysotile 10% Chrysotile 1.2% Chrysotile	Elevator: 280 LF West Loading Dock: 8 LF SW Loading Dock: 10 LF
Pipe Insulation Debris / Steamer Insulation Debris / Aircell Pipe Insulation Debris / Duct Wrap Debris	Basement; 2nd Floor; 5th Floor; 6th Floor; 7th Floor	10% Amosite 20% Amosite / 8% Chrysotile 25% Chrysotile 20% Amosite / 3% Chrysotile 5% Amosite / 15% Chrysotile 20% Chrysotile 60% Chrysotile 20% Chrysotile 70% Chrysotile	Basement: 600 SF 2nd Floor: 1,500 SF 5th Floor: 2,500 SF 6th Floor: 650 SF 7th Floor: 5,500 SF Total: 10, 750 SF
Transite Wall Panels	4th Floor; 6th Floor; 7th Floor	15% Chrysotile	4th Floor: 200 SF 6th Floor: 4,300 SF 7th Floor: 1,300 SF Total: 5,800 SF
Duct Sealant	6th Floor	2% Chrysotile	550 LF
Aircell Pipe Insulation	Basement; 1st Floor; 2nd Floor; 5th Floor; 6th Floor; 7th Floor	20% Chrysotile 70% Chrysotile	Basement: 600 LF 1st Floor: 250 LF 2nd Floor: 40 LF 5th Floor: 540 LF 6th Floor: 200 LF 7th Floor: 55 LF Total: 1,685 LF
Asphalt Shingles / Ceiling Covering / Ceiling Covering Tar / Cork Tar Paper	Basement; 1st Floor; 2nd Floor; 3rd Floor; 4th Floor; 5th Floor; 6th Floor; 7th Floor	15% Chrysotile 10% Chrysotile 5% Chrysotile 2% Chrysotile 3.6% Chrysotile 8% Chrysotile 7% Chrysotile 3% Chrysotile	Basement: 35,200 SF 1st Floor: 13,850 SF 2nd Floor: 55,200SF 3rd Floor: 66,950 SF 4th Floor: 38,900 SF 5th Floor: 9,600 SF 6th Floor: 5,500 SF 7th Floor: 3,950 SF Total: 229,150 SF
Tank Insulation	2nd Floor	30% Chrysotile	100 SF
9” x 9” Green Floor Tile and Black Mastic with Pipe Insulation Debris	2nd Floor	Floor Tile: 5% Chrysotile Mastic: 5% Chrysotile Pipe Insulation: 20% Amosite / 3% Chrysotile	4,500 SF

Material Substance	Location	Asbestos Content	Est. Quantity
12” x 12” Brown Floor Tile and Black Mastic with Pipe Insulation Debris	2nd Floor	Floor Tile: 2% Chrysotile Mastic: 5% Chrysotile Pipe Insulation: 20% Amosite / 3% Chrysotile	100 SF
Corrugated Transite Panels	Exterior	15% Chrysotile	Northwest Office Roof: 2,700 SF SW Rail Dock Wall: 300 SF
Old Caulk	Exterior – North Street Level Windows	15% Chrysotile	30 LF
Roofing Tar	All Roofs	8% Chrysotile	6,000 SF
Roofing Caulk	Roof A	5% Chrysotile	60 LF
Roofing Material	Roof E	10% Chrysotile	12,200 SF
Expansion Joint	Exterior – North A12 (Behind Vertical Metal Seams)	3% Chrysotile	400 LF
Chalkboard	6th Floor; 7th Floor	15% Chrysotile	6th Floor: 20 SF 7th Floor: 50 SF
Wall Tar	5th Floor – HVAC Crawl Space	10% Chrysotile	750 SF
Panel Adhesive	Basement; 1st Floor; 2nd Floor; 3rd Floor	10% Chrysotile	Basement: 360 SF 1st Floor: 700 SF 2nd Floor: 500 SF 3rd Floor: 10,800 SF Total: 12,360 SF
Duct Wrap	Basement	80% Chrysotile 70% Chrysotile	500 LF
Cement Board	1st Floor – North Room, North Wall – Top Half	20% Chrysotile	750 SF
Cork Insulation Tar	7th Floor – Middle Room, South Portion Walls; 3rd Floor –Northeast Room Ceiling	3% Chrysotile 2% Chrysotile	7th Floor: 4,700 SF 3rd Floor: 17,100 SF Total: 21,800 SF
Possible Fire Doors (Assumed)	Throughout	N/A (Assumed)	70 Doors
Elevator Equipment (Assumed)	Throughout	N/A (Assumed)	6 Elevator

2.0 INTRODUCTION

A. Property Information

Location:

Rath Buildings
1142 Sycamore Street
Waterloo, Iowa 50703

Contact Person:

Aric Schroeder
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

B. Personnel

Inspector/Project Management: Jon Reis	State of Iowa License	25-12880I
QA/QC: Kim Crosser-Harms	State of Iowa License	25-12883I
Inspector: Kevin Marble	State of Iowa License	24-11230I
Inspector: Emma Thomas	State of Iowa License	24-12154I

C. Sampling Plan

The scope of this ACM Inspection included the interior and exterior of the buildings on the Property with the exception of the rooftops. The previously completed report inspected the rooftops and that information is included.

This ACM Inspection is in accordance with OSHA Regulation 1926.1101. All samples collected in the field were sent to EMSL Analytica, Inc., 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 four buildings, three of which have multiple additions. The buildings and additions total 900,657 square feet.

- Building 1 is a four-story solid brick structure with a basement constructed in 1936. The following were constructed in 1957: a three-story solid brick addition with a basement, a one-story solid brick addition with a basement, a one-story vinyl frame addition, and a one-story milled wood frame addition. Building 1 and associated additions total 156,129 square feet.
- Building 2 is a six-story solid brick structure with a basement constructed in 1938. The following were constructed in 1938: a five-story solid brick addition with a basement, a six-story brick on block addition with a basement, and two six-story solid brick additions with basements. Building 2 and associated additions total 302,448 square feet.
- Building 3 is a seven-story solid brick structure with a basement constructed in 1938. A six-story solid brick addition with a basement was constructed in 1938, a one-story solid brick addition was constructed in 1950, a one-story milled wood frame addition was constructed in 1990, and a three-story solid brick addition was constructed in 1938. Building 3 and associated additions total 189,680 square feet.
- Building 4 is a seven-story solid brick structure with a basement constructed in 1938. Building 4 totals 252,400 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.

- The purpose of this ACM inspection was to confirm sampling of suspect materials throughout the buildings and verify quantities.
- Due to potential safety concerns, rooftops were not included in this ACM Inspection.

5.0 INSPECTION ACTIVITIES

Iowa certified asbestos inspectors from Eocene collected 80 samples on January 13, 14, and 22, 2025, and May 7, 2025. Iowa certified asbestos inspectors collected 198 samples between June 13-17, 2022 as part of the Toeroek report. The samples were collected from accessible building components located throughout the Property. Upon completion of bulk sampling activities, samples were sent to EMSL Analytical, Inc., 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 2a – Asbestos Containing Materials Sample List (Toeroek)

Figure Key	Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content	Est. Quantity
7	RB-TSI-01	Pipe Insulation (Various Sizes	TSI	Y	White	7=2; 8=4; 9=5	Throughout	20% Amosite 8% Chrysotile – Positive Stop	4,700 LF
8	RB-TSI-02								
9	RB-TSI-03								
19	RB-TSI3-01	Pipe Insulation	TSI	Y	Green (Gray)	7	C71, C72	25% Chrysotile – Positive Stop	300 LF
20	RB-TSI3-02								
21	RB-TSI3-03								
22	RB-INS-01	Heater Insulation	TSI	Y	Gray	7	5th and 7th Floors	10% Amosite 10% Chrysotile – Positive Stop	1,700 SF
23	RB-INS-02								
24	RB-INS-03								
26 27	RB-TSI4-02 RB-TSI4-03 (Tar and Felt)	Felt-Wrapped (Foam) Pipe Insulation (Tar and Felt)	TSI	N	Black	Roof	Roof, 7th Floor, and C51 – Layer 2	30% Chrysotile – Positive Stop	1,100 LF
28	RB-DC-01	Door Caulk	Misc	N	Black	6	Elevator Doors – All Floors	5% Chrysotile – Positive Stop	280 LF
29	RB-DC-02								
30	RB-DC-03								
31	RB-BI-01	Boiler Insulation (Scattered Pipe Insulation Debris)	TSI	Y	White	6	C64 Metal Boiler, C71, C72, B56, C51, G51	10% Amosite – Positive Stop	1,500 SF
32	RB-BI-02								
33	RB-BI-03								
37	RB-TRAN-01	Transite Wall Panels	Misc	N	Beige	6	6th Floor – H Area Walls, E61	15% Chrysotile – Positive Stop	4,450 SF
38	RB-TRAN-02								
39	RB-TRAN-03								
40	RB-DS-01	Duct Sealant	Misc	N	Black	6	6th Floor – G Area, A3, C64	15% Chrysotile – Positive Stop	300 SF
41	RB-DS-02								
42	RB-DS-03								
43	RB-TSI5-01	Aircell Pipe Insulation	TSI	Y	Beige	6	C51, E51, G22, Basement Boiler Room, East Abandoned Basement Bathroom	20% Chrysotile – Positive Stop	550 LF
44	RB-TSI5-02								
45	RB-TSI5-03								
50	RB-AS-01	Asphalt Shingles	Misc	N	Black	5	Upper Columns and Ceiling (B55), B53, C11	10% Chrysotile – Positive Stop	11,500 SF
51	RB-AS-02								
52	RB-AS-03								

Figure Key	Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content	Est. Quantity
78	RB-TI-01	Tank Insulation	TSI	Y	White (Pink)	78, 79=2; 80=B	G22, CB1	30% Chrysotile – Positive Stop	100 SF
79	RB-TI-02								
80	RB-TI-03								
84 85 86	RB-VFT-01 RB-VFT-02 RB-VFT-03 (Floor Tile & Mastic)	9” x 9” Vinyl Floor Tile and Mastic	Misc	N	Green Floor Tile & Black Mastic	2	C22 – Lab Area	5% Chrysotile (Floor Tile) 5 % Chrysotile (Mastic) – Positive Stop	4,500 SF
93 94 95	RB-VFT2-01 RB-VFT2-02 RB-VFT2-03 (Floor Tile & Mastic)	12” x 12” Vinyl Floor Tile and Mastic	Misc	N	Brown Floor Tile & Black Mastic	2	C22 – Lab Hallway	2% Chrysotile (Floor Tile) 5 % Chrysotile (Mastic) – Positive Stop	120 SF
96 97 98	RB-TSI6-01 RB-TSI6-02 RB-TSI6-03 (Insulation)	Silver-Painted Pipe Insulation	TSI	F	White	2	C22 – Lab Area – Layer 2	20% Amosite 3% Chrysotile (Insulation) – Positive Stop	200 LF
123	RB-DC3-01	Door Caulk	Misc	N	White	Ext	West Exterior Loading Dock Door	10% Chrysotile – Positive Stop	8 LF
124	RB-DC3-02								
125	RB-DC3-03								
126	RB-TRAN2-01	Corrugated Transite Panels	Misc	N	White/Gray	Ext	Northwest Office Roof, Southwest Rail Dock Wall	15% Chrysotile – Positive Stop	2,500 SF
127	RB-TRAN2-02								
128	RB-TRAN2-03								
138	RB-WC2-01	Old Caulk	Misc	N	Grey	Ext	Exterior – North Street Level Windows	15% Chrysotile – Positive Stop	30 LF
139	RB-WC2-02								
140	RB-WC2-03								
150	RB-RT-01	Roofing Tar	Misc	N	Grey/Silver	Roof	All Roofs	8% Chrysotile – Positive Stop	6,000 SF
151	RB-RT-02								
152	RB-RT-03								
153	RB-RC-01	Roofing Caulk	Misc	N	White	Roof	Roof A	5% Chrysotile – Positive Stop	60 LF
154	RB-RC-02								
155	RB-RC-03								
177	RB-RM5-01	Roofing Material	Misc	N	Silver	Roof	Roof – E	10% Chrysotile – Positive Stop	12,200 SF
178	RB-RM5-02								
179	RB-RM5-03								

Figure Key	Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content	Est. Quantity
180	RB-EJ3-01	Expansion Joint	Misc	N	White	Ext	Exterior – North A12 (Behind Metal Vertical Seams)	3% Chrysotile – Positive Stop	400 LF
181	RB-EJ3-02								
182	RB-EJ3-03								
ASSUMED ACM									
	N/A	Fire Doors	TSI	Y	White	Throughout	Throughout	N/A	25 Doors
	N/A	Elevator Equipment				Throughout	Elevator	N/A	6 Elevators

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous / **Est. Quantity** – SF=Square foot, LF=Linear foot, EA=Each
B=Basement, R=Roof, Mezz=Mezzanine, Ext=Exterior

Twenty-three (23) 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 3a (non-asbestos containing material sample list). ACMs include pipe insulation(s), heater insulation, pipe insulation tar and felt, door caulk(s), boiler insulation, transite wall panels, duct sealant, aircell pipe insulation, asphalt shingles, tank insulation, 9” x 9” vinyl floor tile, floor tile mastic(s), 12” x 12” vinyl floor tile mastic, silver-painted pipe insulation, corrugated transite panels, old caulk, roofing tar, roofing caulk, roofing materials, and expansion joint compound. Additionally, two (2) materials were not sampled and assumed ACM. These materials include fire doors and elevator equipment. If during demolition or renovation activities additional areas of identified ACM are discovered, they should be abated accordingly. The Toeroek report and associated analytical reports are provided in Appendix E.

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 2b – Asbestos Containing Materials Sample List (Eocene)

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content	Est. Quantity
R-3a	Aircell Pipe Insulation	TSI	Y	White	7	NW Room	70% Chrysotile	1,685 LF
R-3b	Aircell Pipe Insulation	TSI	Y	White	5	NE Room	70% Chrysotile	See above
R-3c	Aircell Pipe Insulation	TSI	Y	White	4	NW Room near Elevators	70% Chrysotile	See above
R-3d	Aircell Pipe Insulation	TSI	Y	White	2	S Mechanical Room	70% Chrysotile	See above
R-3e	Aircell Pipe Insulation	TSI	Y	White	B	Eastmost Hall	70% Chrysotile	See above
R-5	Chalkboard	Misc	N	Black	7	W Room	15% Chrysotile	60 SF
R-7a	Pipe Insulation	TSI	Y	White	6	NE Room	5% Amosite 15% Chrysotile	3,200 LF
R-9	Ceiling Covering	Misc	N	Silver	6	Center Room on Support Column	2% Chrysotile	229,150 SF
R-10	Duct Sealant	Misc	N	Brown/Gray	6	SW Room on Smokers	2% Chrysotile	550 LF
R-11	Transite Wall Panels	Misc	N	White	6	West Smoke Rooms	15% Chrysotile	5,800 SF
R-13	Ceiling Covering Tar	Misc	N	Black	5	Center Room	5% Chrysotile	See R-9
R-14	Ceiling Covering	Misc	N	Silver	5	Center Room	2% Chrysotile	See R-9
R-15	Wall Tar	Misc	N	Black	5	HVAC Crawl Space	10% Chrysotile	750 SF
R-24	Cork Tar Paper	Misc	N	Black	3	SE Room	3.6% Chrysotile (PC)	See R-9
R-25	Panel Adhesive	Misc	N	Gray	3	S Middle Room	10% Chrysotile	12,360 SF
R-28	Ceiling Covering	Misc	N	Black	2	NW Room	8.0% Chrysotile (PC)	See R-9
R-33a	Pipe Insulation	TSI	Y	White	2	SW Room	20% Chrysotile	See R7a
R-33b	Pipe Insulation	TSI	Y	White	2	SW Room	20% Chrysotile	See above
R-33c	Pipe Insulation	TSI	Y	White	2	SW Room	60% Chrysotile	See above
R-43	Pipe Insulation	TSI	Y	White	B	N Room	60% Chrysotile	See R-7a
R-45a	Duct Wrap	TSI	Y	White	B	East Hall	80% Chrysotile	500 LF
R-45b	Duct Wrap	TSI	Y	White	B	East Hall	80% Chrysotile	See above
R-45c	Duct Wrap	TSI	Y	White	B	East Hall	70% Chrysotile	See above

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content	Est. Quantity
R-48	Cement Board	Misc	N	Gray	1	N Room - N Wall – Top Half	20% Chrysotile	750 SF
R-49	Duct Sealant	Misc	N	Black	6	W Central Room	2% Chrysotile	See R-10
R-51	Door Caulk	Misc	N	Gray	Ext	SW Dock Entrance Door	1.2% Chrysotile (PC)	10 LF
R-52	Ceiling Covering	Misc	N	Black	7	SE Room	7% Chrysotile	See R-9
R-53	Ceiling Covering	Misc	N	Black	7	SE Room	3% Chrysotile	See R-9
R-55	Cork Insulation Tar	Misc	N	Black	7	Middle Room, South Portion	3% Chrysotile	21,800 SF
R-56	Ceiling Covering	Misc	N	Black	4	NW Room	2% Chrysotile	See R-9
R-60	Ceiling Covering	Misc	N	Black	3	Main Room, W Side	2% Chrysotile	See R-9
R-61	Cork Insulation Tar	Misc	N	Black	3	NE Room	2% Chrysotile	See R-55
R-64	Ceiling Covering	Misc	N	Black	1	NE Room	0.5% Chrysotile (PC) *Assumed to be ACM	See R-9
R-67	Ceiling Covering	Misc	N	Black	B	NW Room	None Detected (PC) *Assumed to be ACM	See R-9

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous / **Location** – B=Basement, R=Roof, Mezz=Mezzanine, Ext=Exterior / **Asbestos Content** – PC=Point Count / **Est. Quantity** – SF=Square foot, LF=Linear foot, EA=Each

Thirty-two (32) bulk material samples were analyzed greater than 1% asbestos. Six (6) of the remaining building material samples (window glazing, cork insulation tar, and ceiling covering) were detected with a concentration of <1% asbestos and determined to contain <1% asbestos via point count analysis. Though two of the ceiling covering samples were determined to contain <1% asbestos via point count analysis, the materials are assumed to be ACM as similar, apparent homogenous materials from the other floors were determined to be ACM by laboratory analysis.

ACMs include aircell pipe insulation, chalkboards, pipe insulation, ceiling covering, duct sealant, transite wall panels, ceiling covering tar, wall tar, cork tar paper, panel adhesive, duct wrap, cement board, door caulk, and cork insulation 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.

Additional testing was performed using the 400 Point Count procedure on four (4) bulk material samples that were originally reported to have less than one percent (<1%) asbestos by polarized microscopy. One (1) out of the four (4) bulk sample materials tested with concentrations of less than one percent (<1%) asbestos, therefore this one material is not regulated by the EPA. Iowa OSHA would consider disturbance of this one (1) material as unclassified asbestos work.

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 3a – Non-Asbestos Containing Material Sample List (Toeroek)

Figure Key	Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
1	RB-WG-01	Window Glaze (Square Pane Windows)	Misc	N	Gray/Pink	7	6th and 7th Floor	<0.25% Chrysotile PC*
2	RB-WG-02							
3	RB-WG-03							
4	RB-BG-01	Wall Block Grout	Misc	N	Gray	7	Throughout	ND
5	RB-BG-02							
6	RB-BG-03							
9	RB-TSI-03	Insulation Wrap	Misc	N	Gray	5	Throughout	ND
10 11 12	RB-TS2-01 RB-TS2-02 RB-TS2-03 (Mastic)	8” – 24” Pipe Insulation (Mastic)	TSI	Y	Black	10=5; 11=3; 12=1	Throughout – Layer 1	ND
10 11 12	RB-TS2-01 RB-TS2-02 RB-TS2-03 (Insulation)	8” – 24” Pipe Insulation	TSI	Y	Brown	10=5; 11=3; 12=1	Throughout – Layer 2	ND
13	RB-PL-01	Plaster	Surf	N	Gray	13=3; 14=4; 15=5	Throughout	<0.25% Chrysotile PC*
14	RB-PL-02							
15	RB-PL-03							
16	RB-CI-01	Cork Insulation	TSI	N	Brown	16=1; 17, 18=3	Throughout – Behind Walls	ND
17	RB-CI-02							
18	RB-CI-03							
25 26 27	RB-TSI4-01 RB-TSI4-02 RB-TSI4-03 (Tar and Felt)	Felt-Wrapped (Foam) Pipe Insulation (Tar and Felt)	TSI	N	Black	Roof	Roof, 7th Floor, and C51 – Layer 1	ND
25	RB-TSI4-01 (Tar and Felt)	Felt-Wrapped (Foam) Pipe Insulation (Tar and Felt)	TSI	N	Black	Roof	Roof, 7th Floor, and C51 – Layer 2	ND
25 26 27	RB-TSI4-01 RB-TSI4-02 RB-TSI4-03 (Insulation)	Felt-Wrapped (Foam) Pipe Insulation (Insulation)	TSI	N	Gray	Roof	Roof, 7th Floor, and C51 – Layer 2 and Layer 3	ND
34	RB-T-01	Tar	Misc	N	Black	34=1; 35, 36=5	Throughout (Ceilings and Walls)	ND
35	RB-T-02							
36	RB-T-03							

Figure Key	Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
46	RB-PL-04	Plaster	Surf	N	Gray	46=N/A; 47=6; 48, 49=2	Throughout	<0.25% Chrysotile PC*
47	RB-PL-05							
48	RB-PL-06							
49	RB-PL-07							
53	RB-DC2-01	Door Caulk	Misc	N	White	5	5th Floor – Northwest Elevator Doors	ND
54	RB-DC2-02							
55	RB-DC2-03							
56	RB-WC-01	Window Caulk	Misc	N	White	5	B56 (Interior Square Windows	ND
57	RB-WC-02							
58	RB-WC-03							
59	RB-FH-01	Fire Hose	Misc	N	Beige	6	6th Floor – E61	ND
60	RB-FH-02							
61	RB-FH-03							
62	RB-PW-01	Pipe Wrap	Misc	N	Black	5	F51	ND
63	RB-PW-02							
64	RB-PW-03							
68	RB-T2-01	Tar (Brick Walls)	Misc	N	Black	68, 70=4; 69=N/A	A41, A22	ND
69	RB-T2-02							
70	RB-T2-03							
71 72 73 74 75 76 77	RB-FWC-01 RB-FWC-02 RB-FWC-03 RB-FWC-04 RB-FWC-05 RB-FWC-06 RB-FWC-07 (Coating)	Freezer Wall Coating	Misc	N	White	71=1; 72, 73, 74=3; 75, 76, 77=4	Throughout Freezer Walls – Layer 1	ND
71 72 73 74 75 76 77	RB-FWC-01 RB-FWC-02 RB-FWC-03 RB-FWC-04 RB-FWC-05 RB-FWC-06 RB-FWC-07 (Insulation)	Freezer Wall Coating (Insulation)	Misc	N	White	71=1; 72, 73, 74=3; 75, 76, 77=4	Throughout Freezer Walls – Layer 2	ND
71 72	RB-FWC-01 RB-FWC-02 (Foam)	Freezer Wall Coating (Foam)	Misc	N	White	71=1; 72=3	Throughout Freezer Walls – Layer 3	ND

Figure Key	Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
81 83	RB-CFT-01 RB-CFT-03 (Grout)	Ceramic Floor Tile Grout	Misc	N	Red	2	C22 – Lab Area – Layer 2	ND
82 83	RB-CFT-02 RB-CFT-03 (Ceramic Tile)	Ceramic Floor Tile Grout (Floor Tile)	Misc	N	Brown	2	C22 – Lab Area – Layer 1	ND
87 88 89	RB-CB-01 RB-CB-02 RB-CB-03 (Cove Base)	6” Cove Base	Misc	N	Black	2	C22 – Lab Area – Layer 1	ND
87 88 89	RB-CB-01 RB-CB-02 RB-CB-03 (Mastic)	6” Cove Base (Mastic)	Misc	N	Dark Brown	2	C22 – Lab Area – Layer 2	ND
90	RB-CT-01	Dot Pattern 1’ x 1’ Ceiling Tile	Misc	Y	Dark Brown	2	C22 – Lab Area	ND
91	RB-CT-02							
92	RB-CT-03							
96 97	RB-TSI6-01 RB-TSI6-02 (Coating)	Silver-Painted Pipe Insulation (Coating)	Misc	N	Silver	2	C22 – Lab Area – Layer 1	ND
98	RB-TSI6-03 (Wrap)	Silver-Painted Pipe Insulation (Wrap)	Misc	N	Gray	2	C22 – Lab Area – Layer 1	ND
99 100 101	RB-VFT3-01 RB-VFT3-02 RB-VFT3-03 (Floor Tile)	12” x 12” Vinyl Floor Tile	Misc	N	Grey	1	Loading Dock Office – Layer 1	ND
99 100 101	RB-VFT3-01 RB-VFT3-02 RB-VFT3-03 (Mastic)	12” x 12” Vinyl Floor Tile (Mastic)	Misc	N	Dark Brown	1	Loading Dock Office – Layer 2	ND
102	RB-CT2-01	White Fissure 2’ x 4’ Ceiling Tile	Misc	Y	White	1	Loading Dock Office	ND
103	RB-CT2-02							
104	RB-CT2-03							
105 106 107	RB-DWJC-01 RB-DWJC-02 RB-DWJC-03 (Texture)	Drywall Joint Compound (Texture)	Misc	N	White	1	Breakroom – Layer 1	ND

Figure Key	Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
105 106	RB-DWJC-01 RB-DWJC-02 (Wallboard)	Drywall Joint Compound (Wallboard)	Misc	N	White	1	Breakroom – Layer 2 or Layer 4	ND
106	RB-DWJC-02 (Tape)	Drywall Joint Compound (Tape)	Misc	N	Beige	1	Breakroom – Layer 2	ND
106	RB-DWJC-02 (Joint Compound)	Drywall Joint Compound	Misc	N	White	1	Breakroom – Layer 3	ND
109 110	RB-CB2-02 RB-CB2-03 (Cove Base)	4” Cove Base	Misc	N	White	1	Breakroom Hallway – Layer 1	ND
108 109 110	RB-CB2-01 RB-CB2-02 RB-CB2-03 (Mastic)	4” Cove Base (Mastic)	Misc	N	Beige	1	Breakroom Hallway – Layer 2	ND
111 112 113	RB-SF-01 RB-SF-02 RB-SF-03 (Sheet Flooring)	Sheet Flooring	Misc	N	Brown	1	1st Floor Closet – Layer 1	ND
111 112 113	RB-SF-01 RB-SF-02 RB-SF-03 (Mastic)	Sheet Flooring (Mastic)	Misc	N	Yellow	1	1st Floor Closet – Layer 2	ND
114	RB-CRT-01	Countertop	Misc	N	Black	2	C22 – Lab Area	ND
115	RB-CRT-02							
116	RB-CRT-03							
117	RB-FP-01	Spray-On Fireproofing	Surf	N	Gray	B	AB2	ND
118	RB-FP-02							
119	RB-FP-03							
120	RB-C-01	Caulk	Misc	N	White	Ext	Exterior Foundation – South Docks	ND
121	RB-C-02							
122	RB-C-03							
129	RB-C2-01	Expansion Caulk	Misc	N	Grey	Ext	Exterior C13 – Southeast Corner, Northeast and North-Center C12, B11, and North A12	ND
130	RB-C2-02							
131	RB-C2-03							

Figure Key	Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
132	RB-FS-01	Asphaltic Floor Seam	Misc	N	Black	Ext	Exterior – C13 Ramp	ND
133	RB-FS-02							
134	RB-FS-03							
135	RB-EJ-01	Expansion Joint (Soft)	Misc	N	White	Ext	Northeast and North-Center C12	ND
136	RB-EJ-02							
137	RB-EJ-03							
141	RB-EJ2-01	Expansion Joint	Misc	N	Grey	Ext	Northwest Ground Perimeter	ND
142	RB-EJ2-02							
143	RB-EJ2-03							
144 145 146	RB-RM-01 RB-RM-02 RB-RM-03 (Mastic Wrap)	Roofing Material (Mastic Wrap)	Misc	N	Black	Roof	Roof – G and F – Layer 1	ND
144 145 146	RB-RM-01 RB-RM-02 RB-RM-03 (Tar)	Roofing Material (Tar)	Misc	N	Black	Roof	Roof – G and F – Layer 2	ND
144 145 146	RB-RM-01 RB-RM-02 RB-RM-03 (Insulation)	Roofing Material (Insulation)	Misc	N	Yellow	Roof	Roof – G and F – Layer 3	ND
147 148 149	RB-RM2-01 RB-RM2-02 RB-RM2-03 (Membrane)	Roofing Material (Membrane)	Misc	N	Gray/Beige	Roof	Roof – A11 – Layer 1	ND
147 148 149	RB-RM2-01 RB-RM2-02 RB-RM2-03 (Foam Insulation)	Roofing Material (Foam Insulation)	Misc	N	Gray/Beige	Roof	Roof – A11 – Layer 2	ND
156	RB-RT2-01	Roofing Tar	Misc	N	Black	Roof	Roof – A (Vent)s	ND
157	RB-RT2-02							
158	RB-RT2-03							
159 160 161	RB-RM3-01 RB-RM3-02 RB-RM3-03 (Roofing Tars and Felts)	Roofing Material (Roofing Tars and Felts)	Misc	N	Black	Roof	Roof – B and C – Layer 1	ND

Figure Key	Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
159 160 161	RB-RM3-01 RB-RM3-02 RB-RM3-03 (Decking)	Roofing Material (Decking)	Misc	N	Brown	Roof	Roof – B and C – Layer 2	ND
162	RB-RT3-01	Roofing Tar	Misc	N	Black	Roof	All Roofs	ND
163	RB-RT3-02							
164	RB-RT3-03							
165	RB-WC3-01	Window Caulk	Misc	N	White	Roof	Roof – B (Skylight Windows)	ND
166	RB-WC3-02							
167	RB-WC3-03							
168 169 170	RB-AS2-01 RB-AS2-02 RB-AS2-03 (Shingle)	Asphalt Shingles	Misc	N	Black	Roof	Roof – B/C Transition – Layer 1	ND
168 169 170	RB-AS2-01 RB-AS2-02 RB-AS2-03 (Tar Paper)	Asphalt Shingles (Tar Paper)	Misc	N	Black	Roof	Roof – B/C Transition – Layer 2	ND
171 172 173	RB-RM4-01 RB-RM4-02 RB-RM4-03 (Roll Roofing)	Roofing Material (Roll Roofing)	Misc	N	Black	Roof	Roof – D and H – Layer 1	ND
171 172 173	RB-RM4-01 RB-RM4-02 RB-RM4-03 (Roofing Felt)	Roofing Material (Roofing Felt)	Misc	N	Black	Roof	Roof – D and H – Layer 2	ND
171 172 173	RB-RM4-01 RB-RM4-02 RB-RM4-03 (Foam Insulation)	Roofing Material (Foam Insulation)	Misc	N	Yellow	Roof	Roof – D and H – Layer 3	ND
174	RB-RC2-01	Caulk	Misc	N	Pink	Roof	Roof – H (South Wall)	ND
175	RB-RC2-02							
176	RB-RC2-03							

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

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous / **Location** – B=Basement, R=Roof, Mezz=Mezzanine, Ext=Exterior / **Asbestos Content** – PC=Point Count, ND=None Detected / **Est. Quantity** – SF=Square foot, LF=Linear foot, EA=Each

Table 3b – Non-Asbestos Containing Material Sample List (Eocene)

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
R-1	Plaster	Surf	N	White	7	NE Room	ND
R-2	Pipe Wrap	Misc	N	Black	7	SE Room	ND
R-4	Cork Insulation	Misc	Y	Brown	7	S Room	ND
R-6	Door Frame Caulk	Misc	N	Gray	7	W Room	ND
R-8	Window Glazing	Misc	Y	Gray	6	E Exterior Windows	0.25% Chrysotile (PC)*
R-12	Cork Insulation	Misc	Y	Brown	5	NE Room	ND
R-16	Wall Block Grout	Misc	N	Gray	5	HVAC Crawl Space	ND
R-17	Cork Insulation Adhesive Tar	Misc	N	Black	5	S Central Room	ND
R-18	Pipe Wrap	Misc	N	Black	5	SW Room	ND
R-19	Pipe Insulation	TSI	Y	Brown	5	SW Room	ND
R-20	Wall Tar	Misc	N	Black	4	W Room on Exterior Wall	ND
R-21a	Spray On Insulation	Surf	Y	White	4	NW Room	ND
R-21b	Spray On Insulation	Surf	Y	White	4	NW Room	ND
R-21c	Spray On Insulation	Surf	Y	White	4	NW Room	ND
R-21d	Spray On Insulation	Surf	Y	White	3	NW Room	ND
R-22	Door Caulk	Misc	N	Gray	4	NW Room Elevators	ND
R-23	Cork Insulation	Misc	Y	Brown	3	SE Room	ND
R-26	Pipe Wrap	Misc	N	Black	3	SW Side Room	ND
R-27	Wall Block Grout	Misc	N	Gray	3	N Stairwell Block	ND
R-29	Spray On Insulation	Surf	Y	White	2	NE Room	ND
R-30	Pipe Wrap	Misc	N	Black	2	Middle East Room	ND
R-31	Insulation Tar	Misc	N	Black	2	Middle East Room	ND
R-32	Door Caulk	Misc	N	Gray	2	SE Room	ND
R-34	Window Glazing	Misc	Y	Pink	2	Lab	ND

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
R-35	12" x 24" Floor Tile	Misc	N	Black	1	SE Room Office	ND
R-36	Floor Tile Mastic	Misc	N	Black	1	SE Room Office	ND
R-37	Pipe Wrap	Misc	N	Black	1	SE Room	ND
R-38	Insulation Tar	Misc	N	Black	1	SE Room	ND
R-39	Caulk	Misc	N	White	1	S Room	ND
R-40	Spray On Insulation	Surf	Y	White	1	SE Room	ND
R-41	Caulk	Misc	N	White	1	SW Loading Dock	ND
R-42-Floor Tile	12" x 24" Floor Tile	Misc	N	Black	1	N Room	ND
R-42-Mastic	12" x 24" Floor Tile Mastic	Misc	N	Black	1	N Room	ND
R-44	Cork Insulation	Misc	Y	Brown	B	NE Room	ND
R-46	Linoleum	Misc	N	Brown	1	Tank Room	ND
R-47	Linoleum Adhesive	Misc	N	Yellow	1	Tank Room	ND
R-50	Expansion Joint Compound	Misc	N	White	Ext	S Side	ND
R-54	Cork Insulation Tar	Misc	N	Black	5	N Room	ND
R-57	Cork Insulation Tar	Misc	N	Black	4	NE Room	ND
R-58	Cork Insulation Tar	Misc	N	Black	4	Middle South Room	ND
R-59	Cork Insulation Tar	Misc	N	Black	4	E Room	0.5% Chrysotile (PC)*
R-62	Cork Insulation Tar	Misc	N	Black	3	SE Room	0.7% Chrysotile (PC)*
R-63	Cork Insulation Tar	Misc	N	Black	2	S Middle Room	ND
R-65	Cork Insulation Tar	Misc	N	Black	1	East Room	ND
R-66	Cork Insulation Tar	Misc	N	Black	1	South Middle Room	ND
R-68	Cork Insulation Tar	Misc	N	Black	B	S Middle Room	<0.25% Chrysotile (PC)*

*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, PC-Point Count
Location – 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 23 of the 198 samples collected from various building components within the Property's interior and exterior by Toeroek. Asbestos was detected in 32 of the 80 additional samples collected from the Property's interior and exterior by Eocene. ACMs include:

- Pipe Insulation
- Heater Insulation
- Felt-Wrapped Pipe Insulation Tar and Felt
- Door Caulk
- Boiler Insulation
- Transite Wall Panels
- Duct Sealant
- Aircell Pipe Insulation
- Asphalt Shingles/Ceiling Covering/Ceiling Covering Tar
- Tank Insulation
- 9" x 9" Vinyl Floor Tile
- 9" x 9" Vinyl Floor Tile Mastic
- 12" x 12" Vinyl Floor Tile
- 12" x 12" Vinyl Floor Tile Mastic
- Silver-Painted Pipe Insulation
- Corrugated Transite Panels
- Old Caulk
- Roofing Tar
- Roofing Caulk
- Roofing Material
- Expansion Joint
- Chalkboard
- Wall Tar
- Cork Tar Paper
- Panel Adhesive
- Duct Wrap
- Cement Board
- Cork Insulation Tar
- Fire Doors (Assumed)
- Elevator Equipment (Assumed)

Based on the results of the data collected during the assessment, the buildings require 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

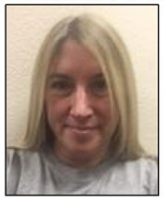
Qualifications

Certificate of Completion

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.

Impact7G, Inc.

certifies that

Kim Crosser

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	24-11376	02-07-2025

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: December 13, 2024
Examination Date: December 13, 2024
Expiration Date: December 13, 2025
Course Location: 8951 Windsor Parkway, Johnston, Iowa
Certificate Number: 121324-INR-09

IMPACT7G

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

Certificate of Completion

KEVIN MARBLE

DOB: 03-03-1989

Issued: 01-31-2024

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.

Impact7G, Inc.

certifies that

Kevin Marble

License Type	Number	Expires
INSPECTOR	24-11230	01-18-2025
SUPERVISOR	24-1131	01-17-2025

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.

IMPACT7G

Course Date: January 18, 2024
Examination Date: January 18, 2024
Expiration Date: January 18, 2025
Course Location: 8951 Windsor Parkway, Johnston, Iowa
Certificate Number: 011824-INR-08

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

M·E·T·A

Mayhew Environmental Training Associates

INCORPORATED

EMMA THOMAS

DOB: 07-30-2002

Issued: 07-18-2024

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 # DPC6DX11H3

License Type	Number	Expires
SUPERVISOR	24-12107	07-24-2025
INSPECTOR	24-12154	07-24-2025

IOWA

Asbestos

Larry Johnson, Jr.
Labor Commissioner

Emma Thomas

has on 7/24/2024, in Lawrence, KS completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 USC 2646

Asbestos Inspector Initial

as approved by IA & the US EPA under 40 CFR 763 (AHERA)
on 7/22/2024 - 7/24/2024 and passed the associated exam on 7/24/2024 with a score of at least 70%

KANSAS MAYHEW INC. 1987 EST. 1985 ENVIRONMENTAL TRAINING ASSOCIATES SAFETY IN GOD ALONE

Russell Taylor Instructor

Thomas Mayhew
President

SSN: XXX-XX-0418
Expiration: 7/24/2025

P.O. Box 786 - Lawrence, KS. 66044 - 800.444.6382
www.metaenvironmental.net

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: 162500788
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Jon Reis
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 01/16/2025 8:05 AM
Analysis Date: 01/16/2025 - 01/17/2025
Collected Date:

Project: 20450452 CITY OF WATERLOO - RATH - ACM - 1/13/25-1/14/25

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**
R-1 *162500788-0001*	PLASTER, WHITE, 7, NE ROOM	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
R-2 *162500788-0002*	PIPE WRAP, BLACK, 7, SE ROOM	Black Fibrous Homogeneous	40% Cellulose	60.0% Non-fibrous (Other)	**None Detected**
R-3A *162500788-0003*	AIRCELL PIPE INSULATION, WHITE, 7, NW ROOM	Gray Fibrous Homogeneous		30.0% Non-fibrous (Other)	**70% Chrysotile**
R-3B *162500788-0004*	AIRCELL PIPE INSULATION, WHITE, 5, NE ROOM	Gray/White Fibrous Homogeneous		30.0% Non-fibrous (Other)	**70% Chrysotile**
R-3C *162500788-0005*	AIRCELL PIPE INSULATION, WHITE, 4, NW ROOM NEAR ELEVATORS	Gray Fibrous Homogeneous		30.0% Non-fibrous (Other)	**70% Chrysotile**
R-3D *162500788-0006*	AIRCELL PIPE INSULATION, WHITE, 2, S MECHANICAL ROOM	Gray/White Fibrous Homogeneous		30.0% Non-fibrous (Other)	**70% Chrysotile**
R-3E *162500788-0007*	AIRCELL PIPE INSULATION, WHITE, B, EASTMOST HALL	Gray Fibrous Homogeneous		30.0% Non-fibrous (Other)	**70% Chrysotile**
R-4 *162500788-0008*	CORK INSULATION, BROWN, 7, S ROOM	Brown Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-5 *162500788-0009*	CHALKBOARD, BLACK, 7, W ROOM	Gray/Black Fibrous Homogeneous		85.0% Non-fibrous (Other)	**15% Chrysotile**

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262, A2LA Accredited - Certificate #2845.25

Initial report from: 01/17/2025 08:41:54

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

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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**
R-6 *162500788-0010*	DOOR FRAME CAULK, GRAY, 6, W ROOM	Gray Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
R-7A *162500788-0011*	PIPE INSULATION, WHITE, 6, NE ROOM	Tan Fibrous Homogeneous		80.0% Non-fibrous (Other)	**5% Amosite** **15% Chrysotile**
R-8 *162500788-0012*	WINDOW GLAZING, GRAY, 6, E EXTERIOR WINDOWS	Gray Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**<1% Chrysotile**
R-9 *162500788-0013*	CEILING COVERING, SILVER, 6, CENTER ROOM ON SUPPORT COLUMN	Black/Silver Non-Fibrous Homogeneous		20% Quartz 78.0% Non-fibrous (Other)	**2% Chrysotile**
R-10 *162500788-0014*	DUCT SEALANT, BROWN / GRAY, 6, SW ROOM ON SMOKERS	Brown Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**
R-11 *162500788-0015*	TRANSITE WALL PANELS, WHITE, 6, WEST SMOKE ROOMS	Tan Fibrous Homogeneous		85.0% Non-fibrous (Other)	**15% Chrysotile**
R-12 *162500788-0016*	CORK INSULATION, BROWN, 5, NE ROOM	Brown Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-13 *162500788-0017*	CEILING COVER TAR, BLACK, 5, CENTER ROOM	Black Non-Fibrous Homogeneous		95.0% Non-fibrous (Other)	**5% Chrysotile**
R-14 *162500788-0018*	CEILING COVER, SILVER, 5, CENTER ROOM	Black/Silver Non-Fibrous Homogeneous		20% Quartz 78.0% 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**
R-15 *162500788-0019*	WALL TAR, BLACK, 5, HVAC CRAWL SPACE	Black Non-Fibrous Homogeneous		90.0% Non-fibrous (Other)	**10% Chrysotile**
R-16 *162500788-0020*	WALL BLOCK GROUT, GRAY, 5, HVAC CRAWL SPACE	Tan Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
R-17 *162500788-0021*	CORK INSULATION ADHESIVE TAR, BLACK, 5, S CENTRAL ROOM PIPE WRAP, BLACK, 5, SW ROOM	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-18 *162500788-0022*	PIPE WRAPM BLACK, 5, SW ROOM	Black Fibrous Homogeneous	50% Cellulose	50.0% Non-fibrous (Other)	**None Detected**
R-19 *162500788-0023*	PIPE INSULATION, BROWN, 5, SW ROOM	Brown/White Fibrous Homogeneous	95% Hair	5.0% Non-fibrous (Other)	**None Detected**
R-20 *162500788-0024*	WALL TAR, BLACK, 4, W ROOM ON EXTERIOR WALL	Black Fibrous Homogeneous	60% Cellulose	40.0% Non-fibrous (Other)	**None Detected**
R-21A *162500788-0025*	SPRAY ON INSULATION, WHITE, 4, NW ROOM	White Fibrous Homogeneous	40% Cellulose	60.0% Non-fibrous (Other)	**None Detected**
R-21B *162500788-0026*	SPRAY ON INSULATION, WHITE, 4, NW ROOM	White Fibrous Homogeneous	40% Cellulose	60.0% Non-fibrous (Other)	**None Detected**
R-21C *162500788-0027*	SPRAY ON INSULATION, WHITE, 4, NW ROOM	White Fibrous Homogeneous	40% Cellulose	60.0% Non-fibrous (Other)	**None Detected**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
R-21D *162500788-0028*	SPRAY ON INSULATION, WHITE, 4, NW ROOM	White Fibrous Homogeneous	40% Cellulose	60.0% Non-fibrous (Other)	**None Detected**
R-22 *162500788-0029*	DOOR CAULK, GRAY, 4, NW ROOM ELEVATORS	Brown/Gray/Black Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
R-23 *162500788-0030*	CORK INSULATION, BROWN, 3, SE ROOM	Brown Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-24 *162500788-0031*	CORK TAR PAPER, BLACK, 3, SE ROOM	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**<1% Chrysotile**
R-25 *162500788-0032*	PANEL ADHESIVE, GRAY, 3, S MIDDLE ROOM	Gray/Clear Non-Fibrous Homogeneous		90.0% Non-fibrous (Other)	**10% Chrysotile**
R-26 *162500788-0033*	PIPE WRAP, BLACK, 3, SW SIDE ROOM	Black Fibrous Homogeneous	80% Cellulose	20.0% Non-fibrous (Other)	**None Detected**
R-27 *162500788-0034*	WALL BLOCK GROUT, GRAY, 3, N STAIRWELL BLOCK	Gray/White Non-Fibrous Homogeneous		20% Quartz 80.0% Non-fibrous (Other)	**None Detected**
R-28 *162500788-0035*	CEILING COVERING, BLACK, 2, NW ROOM	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**<1% Chrysotile**
R-29 *162500788-0036*	SPRAY ON INSULATION, WHITE, 2, NE ROOM	White Fibrous Homogeneous	20% Cellulose	80.0% Non-fibrous (Other)	**None Detected**

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
R-30 *162500788-0037*	PIPE WRAP, BLACK, 2, MIDDLE EAST ROOM	Black Fibrous Heterogeneous	30% Cellulose	70.0% Non-fibrous (Other)	**None Detected**
R-31 *162500788-0038*	INSULATION TAR, BLACK, 2, MIDDLE EAST ROOM	Brown/Black Fibrous Homogeneous	5% Cellulose 20% Synthetic	75.0% Non-fibrous (Other)	**None Detected**
R-32 *162500788-0039*	DOOR CAULK, GRAY, 2, SE ROOM	Gray/Rust Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-33A *162500788-0040*	PIPE INSULATION, WHITE, 2, SW ROOM	Brown/White Fibrous Homogeneous		80.0% Non-fibrous (Other)	**20% Chrysotile**
R-33B *162500788-0041*	PIPE INSULATION, WHITE, 2, SW ROOM	Brown/White Fibrous Homogeneous		80.0% Non-fibrous (Other)	**20% Chrysotile**
R-33C *162500788-0042*	PIPE INSULATION, WHITE, 2, SW ROOM	Gray/Tan Fibrous Homogeneous	10% Cellulose	30.0% Non-fibrous (Other)	**60% Chrysotile**
R-34 *162500788-0043*	WINDOW GLAZING, PINK, 2, LAB	Pink Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-35 *162500788-0044*	12"X24" FLOOR TILE, BLACK, 1, SE ROOM OFFICE	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-36 *162500788-0045*	FLOOR TILE MASTIC, BLACK, 1, SE ROOM OFFICE	Black Non-Fibrous Homogeneous	10% Cellulose	90.0% Non-fibrous (Other)	**None Detected**

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Customer PO:
Project ID:

Attention: Jon Reis
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 01/16/2025 8:05 AM
Analysis Date: 01/16/2025 - 01/17/2025
Collected Date:

Project: 20450452 CITY OF WATERLOO - RATH - ACM - 1/13/25-1/14/25

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**
R-37 *162500788-0046*	PIPE WRAP, BLACK, 1, SE ROOM	Black Fibrous Homogeneous	20% Cellulose	80.0% Non-fibrous (Other)	**None Detected**
R-38 *162500788-0047*	INSULATION TAR, BLACK, 1, SE ROOM	Black Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
R-39 *162500788-0048*	CAULK, WHITE, 1, S ROOM	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-40 *162500788-0049*	SPRAY ON INSULATION, WHITE, 1, SE ROOM	White Fibrous Homogeneous	40% Cellulose	60.0% Non-fibrous (Other)	**None Detected**
R-41 *162500788-0050*	CAULK, WHITE, 1, SW LOADING DOCK	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-42-Floor Tile *162500788-0051*	12"X24" FLOOR TILE, BLACK, 1, N ROOM	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-42-Mastic *162500788-0051A*	12"X24" FLOOR TILE, BLACK, 1, N ROOM	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-43 *162500788-0052*	PIPE INSULATION, WHITE, B, N ROOM	White Fibrous Homogeneous		40.0% Non-fibrous (Other)	**60% Chrysotile**
R-44 *162500788-0053*	CORK INSULATION, BROWN, B, NE ROOM	Brown/Black Non-Fibrous Homogeneous		100.0% 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: 01/17/2025 08:41:54

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: 162500788
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Jon Reis
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 01/16/2025 8:05 AM
Analysis Date: 01/16/2025 - 01/17/2025
Collected Date:

Project: 20450452 CITY OF WATERLOO - RATH - ACM - 1/13/25-1/14/25

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**
R-45A *162500788-0054*	DUCT WRAP, WHITE, B, EAST HALL	Gray Fibrous Homogeneous		20.0% Non-fibrous (Other)	**80% Chrysotile**
R-45B *162500788-0055*	DUCT WRAP, WHITE, B, EAST HALL	Gray Fibrous Homogeneous		20.0% Non-fibrous (Other)	**80% Chrysotile**
R-45C *162500788-0056*	DUCT WRAP, WHITE, B, EAST HALL	Tan Fibrous Homogeneous		30.0% Non-fibrous (Other)	**70% Chrysotile**
R-46 *162500788-0057*	LINOLEUM, BROWN, 1, TANK ROOM	Gray/Tan Non-Fibrous Homogeneous	5% Cellulose	95.0% Non-fibrous (Other)	**None Detected**
R-47 *162500788-0058*	LINOLEUM ADHESIVE, YELLOW, 1, TANK ROOM	Gray/Yellow Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-48 *162500788-0059*	CEMENT BOARD, GRAY, 1, N ROOM - N WALL	Gray Fibrous Homogeneous		80.0% Non-fibrous (Other)	**20% Chrysotile**
R-49 *162500788-0060*	DUCT SEALANT, BLACK, 6, W CENTRAL ROOM	Black Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**
R-50 *162500788-0061*	EXPANSION JOINT COMPOUND, WHITE, EXT, S SIDE	Gray/White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-51 *162500788-0062*	DOOR CAULK, GRAY, EXT, SW DOCK ENTRANCE DOOR	Gray/Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**<1% Chrysotile**

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EMSL Order: 162500788
Customer ID: IMPA25
Customer PO:
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Attention: Jon Reis
Eocene Environmental Group
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West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 01/16/2025 8:05 AM
Analysis Date: 01/16/2025 - 01/17/2025
Collected Date:

Project: 20450452 CITY OF WATERLOO - RATH - ACM - 1/13/25-1/14/25

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:	01/16/2025	Sample Receipt Time:	8:05 AM
Analysis Completed Date:	01/17/2025	Analysis Completed Time:	8:23 AM

Analyst(s):

Paul Rihm PLM (26)

Ross Matlock PLM (25)

Sean O'Donnell PLM (12)

Samples Reviewed and approved by:

Asbestos Laboratory Manager
or other approved signatory

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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: 01/17/2025 08:41:54

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EMSL Order: 162500788
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Jon Reis
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5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received: 01/16/2025 8:05 AM
Analysis Date: 01/22/2025
Collected:

Project: 20450452 CITY OF WATERLOO - RATH - ACM - 1/13/25-1/14/25

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**
R-8 *162500788-0012*	WINDOW GLAZING, GRAY, 6, E EXTERIOR WINDOWS	Gray Non-Fibrous Homogeneous		99.75% Non-fibrous (Other)	**0.25%** **Chrysotile**

Analyst(s)

Maggie Hayden (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: 01/22/2025 11:27:08

EMSL Analytical, Inc.
6340 CastlePlace Dr., Indianapolis, IN 46250
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http://www.EMSL.com indianapolislab@emsl.com

EMSL Order:	162500788
CustomerID:	IMPA25
CustomerPO:	
ProjectID:	

Attn: **Jon Reis**
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone:	(515) 473-6256
Fax:	(515) 528-8005
Received:	1/16/2025 08:05 AM
Analysis Date:	1/22/2025
Collected:	

Project: **20450452 CITY OF WATERLOO - RATH - ACM - 1/13/25-1/14/25**

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
R-24 *162500788-0031*	CORK TAR PAPER, BLACK, 3, SE ROOM	Black Non-Fibrous Homogeneous	40.2	0.5		55.6 Non-fibrous (other)	3.6 Chrysotile
R-28 *162500788-0035*	CEILING COVERING, BLACK, 2, NW ROOM	Black Non-Fibrous Homogeneous	31.8	10.0		50.2 Non-fibrous (other)	8.0 Chrysotile
R-51 *162500788-0062*	DOOR CAULK, GRAY, EXT, SW DOCK ENTRANCE DOOR	Gray/Tan Non-Fibrous Homogeneous	20.0	74.5		4.3 Non-fibrous (other)	1.2 Chrysotile

Analyst(s)
Maggie Hayden (3)

Melissa Newkirk
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 01/22/2025 11:27:08

OrderID: 162500788

Ship Date:

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody EMSL Order Number

(Lab Use Only)

162500788

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: Jon Reis		**Phone:** 515-473-6256	**Fax:** 515-528-8005
Email Address: jreis@impact7g.com		**Please Provide results: EMAIL**	
Project Name: 20450452 City of Waterloo - Rath - ACM - 1/13/25-1/14/25			
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: Jon Reis **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
R-1	Plaster	White	7	NE Room	1/13/2025
R-2	Pipe Wrap	Black	7	SE Room	1/13/2025
R-3a	Aircell Pipe Insulation	White	7	NW Room	1/13/2025
R-3b	Aircell Pipe Insulation	White	5	NE Room	1/13/2025
R-3c	Aircell Pipe Insulation	White	4	NW Room near Elevators	1/13/2025
R-3d	Aircell Pipe Insulation	White	2	S Mechanical Room	1/14/2025
R-3e	Aircell Pipe Insulation	White	B	Eastmost Hall	1/14/2025
R-4	Cork Insulation	Brown	7	S Room	1/13/2025
R-5	Chalkboard	Black	7	W Room	1/13/2025
R-6	Door Frame Caulk	Gray	6	W Room	1/13/2025
R-7a	Pipe Insulation	White	6	NE Room	1/13/2025
R-8	Window Glazing	Gray	6	E Exterior Windows	1/13/2025
R-9	Ceiling Covering	Silver	6	Center Room on Support Column	1/13/2025
R-10	Duct Sealant	Brown / Gray	6	SW Room on Smokers	1/13/2025
R-11	Transite Wall Panels	White	6	West Smoke Rooms	1/13/2025
R-12	Cork Insulation	Brown	5	NE Room	1/13/2025
R-13	Ceiling Covering Tar	Black	5	Center Room	1/13/2025
R-14	Ceiling Covering	Silver	5	Center Room	1/13/2025
R-15	Wall Tar	Black	5	HVAC Crawl Space	1/13/2025
R-16	Wall Block Grout	Gray	5	HVAC Crawl Space	1/13/2025
R-17	Cork Insulation Adhesive Tar	Black	5	S Central Room	1/13/2025
R-18	Pipe Wrap	Black	5	SW Room	1/13/2025
R-19	Pipe Insulation	Brown	5	SW Room	1/13/2025
R-20	Wall Tar	Black	4	W Room on Exterior Wall	1/13/2025
R-21a	Spray On Insulation	White	4	NW Room	1/13/2025
R-21b	Spray On Insulation	White	4	NW Room	1/13/2025

Ship Date:

R-21c	Spray On Insulation	White	4	NW Room	1/13/2025
R-21d	Spray On Insulation	White	3	NW Room	1/13/2025
R-22	Door Caulk	Gray	4	NW Room Elevators	1/13/2025
R-23	Cork Insulation	Brown	3	SE Room	1/13/2025
R-24	Cork Tar Paper	Black	3	SE Room	1/13/2025
R-25	Panel Adhesive	Gray	3	S Middle Room	1/13/2025
R-26	Pipe Wrap	Black	3	SW Side Room	1/14/2025
R-27	Wall Block Grout	Gray	3	N Stairwell Block	1/14/2025
R-28	Ceiling Covering	Black	2	NW Room	1/14/2025
R-29	Spray On Insulation	White	2	NE Room	1/14/2025
R-30	Pipe Wrap	Black	2	Middle East Room	1/14/2025
R-31	Insulation Tar	Black	2	Middle East Room	1/14/2025
R-32	Door Caulk	Gray	2	SE Room	1/14/2025
R-33a	Pipe Insulation	White	2	SW Room	1/14/2025
R-33b	Pipe Insulation	White	2	SW Room	1/14/2025
R-33c	Pipe Insulation	White	2	SW Room	1/14/2025
R-34	Window Glazing	Pink	2	Lab	1/14/2025
R-35	12" x 24" Floor Tile	Black	1	SE Room Office	1/14/2025
R-36	Floor Tile Mastic	Black	1	SE Room Office	1/14/2025
R-37	Pipe Wrap	Black	1	SE Room	1/14/2025
R-38	Insulation Tar	Black	1	SE Room	1/14/2025
R-39	Caulk	White	1	S Room	1/14/2025
R-40	Spray On Insulation	White	1	SE Room	1/14/2025
R-41	Caulk	White	1	SW Loading Dock	1/14/2025
R-42	12" x 24" Floor Tile	Black	1	N Room	1/14/2025
R-43	Pipe Insulation	White	B	N Room	1/14/2025
R-44	Cork Insulation	Brown	B	NE Room	1/14/2025
R-45a	Duct Wrap	White	B	East Hall	1/14/2025
R-45b	Duct Wrap	White	B	East Hall	1/14/2025
R-45c	Duct Wrap	White	B	East Hall	1/14/2025
R-46	Linoleum	Brown	1	Tank Room	1/14/2025
R-47	Linoleum Adhesive	Yellow	1	Tank Room	1/14/2025
R-48	Cement Board	Gray	1	N Room - N Wall	1/14/2025
R-49	Duct Sealant	Black	6	W Central Room	1/14/2025
R-50	Expansion Joint Compound	White	Ext	S Side	1/14/2025
R-51	Door Caulk	Gray	Ext	SW Dock Entrance Door	1/14/2025

Client Sample # (s):	**R-1 through R-51**			**Total #:**	62
Relinquished (Client):	[signature]	**Date:**	1/15/25	**Time:**	12:00
Received (Lab):	[signature]	**Date:**	1-16-25	**Time:**	8:05 AM
Comments/Special Instructions:	Please analyze all layers.				

EMSL Analytical, Inc.
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EMSL Order: 162501028
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Jon Reis
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5930 Grand Ave
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Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 01/23/2025 9:32 AM
Analysis Date: 01/23/2025
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Project: 20450452 CITY OF WATERLOO - RATH - ACM - PROJECT ADRESS - 1/22/25

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**
R-52 *162501028-0001*	CEILING COVERING, BLACK, 7, SE ROOM	Brown/Gray/Black Non-Fibrous Heterogeneous		93.0% Non-fibrous (Other)	**7% Chrysotile**
R-53 *162501028-0002*	CEILING COVERING, BLACK, 7, SE ROOM	Brown/Black Non-Fibrous Homogeneous		10% Quartz 87.0% Non-fibrous (Other)	**3% Chrysotile**
R-54 *162501028-0003*	CORK INSULATION TAR, BLACK, 5, N ROOM	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-55 *162501028-0004*	CORK INSULATION TAR, BLACK, 7, MIDDLE ROOM, SOUTH PORTION	Brown/Black Fibrous Heterogeneous	5% MinWool	92.0% Non-fibrous (Other)	**3% Chrysotile**

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Report amended: 01/28/2025 06:49:21 Replaces initial report from: 01/23/2025 13:28:39 Reason Code: Client-Change to Appearance

EMSL Analytical, Inc.
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Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order:	162501028
Customer ID:	IMPA25
Customer PO:	
Project ID:	

Attention:	Jon Reis Eocene Environmental Group 5930 Grand Ave West Des Moines, IA 50266	**Phone:** **Fax:** **Received Date:** **Analysis Date:** **Collected Date:**	(515) 473-6256 (515) 528-8005 01/23/2025 9:32 AM 01/23/2025

Project: 20450452 CITY OF WATERLOO - RATH - ACM - PROJECT ADRESS - 1/22/25

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Report Comments:

Sample Receipt Date:	01/23/2025	Sample Receipt Time:	9:32 AM
Analysis Completed Date:	01/23/2025	Analysis Completed Time:	1:23 PM

Analyst(s):

Paul Rihm PLM (1)

Sean O'Donnell PLM (3)

Samples Reviewed and approved by:

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

Report amended: 01/28/2025 06:49:21 Replaces initial report from: 01/23/2025 13:28:39 Reason Code: Client-Change to Appearance

OrderID: 162501028

Ship Date:

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody EMSL Order Number

(Lab Use Only) 162501028

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

Company: EOCENE		☑ 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: Jon Reis		**Phone:** 515-460-1124	**Fax:** 515-528-8005
Email Address: jreis@impact7g.com		**Please Provide results:** ethomas@eocene.com	
Project Name: 20450452 City of Waterloo – Rath – ACM- Project Adress – 1/22/25			
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)	**TEM – Air** ☐ **4-4.5hr TAT (AHERA only)**
☑ **PLM EPA 600/R-93/116 (<1%)**	☐ **AHERA 40 CFR, Part 763**
Sampler Names: NAME	**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
R-52	Ceiling Covering	Black	7	SE Room	1/22/2025
R-53	Ceiling Covering	Black	7	SE Room	1/23/2025
R-54	Cork Insulation	Black	5	N Room	1/24/2025
R-55	Cork Insulation	Black	7	Middle Room, South Portion	1/25/2025

Client Sample # (s):	**R-52 through R-55**			**Total #:**	4
Relinquished (Client):	Emma Thomas	**Date:**	1/22/25	**Time:**	16:03
Received (Lab):	[signature]	**Date:**	1/23/25	**Time:**	9:32
Comments/Special Instructions:	**PLEASE SAMPLE ALL LAYERS, ADHESIVES, TEXTURES, ETC. Thanks!**				

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: 162506053
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Jon Reis
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 05/09/2025 8:00 AM
Analysis Date: 05/12/2025
Collected Date:

Project: 20450212 WATERLOO - TASK 3 5/7/25

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**
R-56 *162506053-0001*	CEILING COVERING, BLACK, 4, NW ROOM	Black/Silver Non-Fibrous Homogeneous		5% Quartz 93.0% Non-fibrous (Other)	**2% Chrysotile**
R-57 *162506053-0002*	CORK INSULATION TAR, BLACK, 4, NE ROOM	Brown/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-58 *162506053-0003*	CORK INSULATION TAR, BLACK, 4, MIDDLE SOUTH ROOM	Brown/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-59 *162506053-0004*	CORK INSULATION TAR, BLACK, 4, E ROOM	Black Non-Fibrous Homogeneous		5% Quartz 95.0% Non-fibrous (Other)	**<1% Chrysotile**
R-60 *162506053-0005*	CEILING COVERING, BLACK, 3, MAIN ROOM, W SIDE	Black/Silver Non-Fibrous Homogeneous		5% Quartz 93.0% Non-fibrous (Other)	**2% Chrysotile**
R-61 *162506053-0006*	CORK INSULATION TAR, BLACK, 3, NE ROOM	Brown/Black Non-Fibrous Homogeneous	<1% Cellulose	98.0% Non-fibrous (Other)	**2% Chrysotile**
R-62 *162506053-0007*	CORK INSULATION TAR, BLACK, 3, SE ROOM	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**<1% Chrysotile**
R-63 *162506053-0008*	CORK INSULATION TAR, BLACK, 2, S MIDDLE ROOM	Brown/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-64 *162506053-0009*	CEILING COVERING, BLACK, 1, NE ROOM	Brown/Black Non-Fibrous Homogeneous		5% Quartz 95.0% Non-fibrous (Other)	**<1% Chrysotile**

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262, A2LA Accredited - Certificate #2845.25

Initial report from: 05/13/2025 10:41:56

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: 162506053
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Jon Reis
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 05/09/2025 8:00 AM
Analysis Date: 05/12/2025
Collected Date:

Project: 20450212 WATERLOO - TASK 3 5/7/25

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**
R-65 *162506053-0010*	CORK INSULATION TAR, BLACK, 1, E ROOM	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-66 *162506053-0011*	CORK INSULATION TAR, BLACK, 1, S MIDDLE ROOM	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
R-67 *162506053-0012*	CEILING COVERING, BLACK, B, NW ROOM	Brown/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**<1% Chrysotile**
R-68 *162506053-0013*	CORK INSULATION TAR, BLACK, B, S MIDDLE ROOM	Tan/Black 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: 05/13/2025 10:41:56

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: 162506053
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Jon Reis
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 05/09/2025 8:00 AM
Analysis Date: 05/12/2025
Collected Date:

Project: 20450212 WATERLOO - TASK 3 5/7/25

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:	05/09/2025	Sample Receipt Time:	8:00 AM
Analysis Completed Date:	05/12/2025	Analysis Completed Time:	5:57 PM

Analyst(s):

Hilary Jarvis PLM (13)

Samples Reviewed and approved by:

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: 05/13/2025 10:41:56

EMSL Analytical, Inc.
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http://www.EMSL.com indianapolislab@emsl.com

EMSL Order:	162506053
CustomerID:	IMPA25
CustomerPO:	
ProjectID:	

Attn: **Jon Reis**
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone:	(515) 473-6256
Fax:	(515) 528-8005
Received:	5/9/2025 08:00 AM
Analysis Date:	5/19/2025
Collected:	

Project: **20450212 WATERLOO - TASK 3 5/7/25**

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
R-59 *162506053-0004*	CORK INSULATION TAR, BLACK, 4, E ROOM	Black Non-Fibrous Homogeneous	32.5	0.3		66.6 Non-fibrous (other)	0.5 Chrysotile
R-62 *162506053-0007*	CORK INSULATION TAR, BLACK, 3, SE ROOM	Black Non-Fibrous Homogeneous	86.4	8.5		4.4 Non-fibrous (other)	0.7 Chrysotile
R-64 *162506053-0009*	CEILING COVERING, BLACK, 1, NE ROOM	Brown/Black Non-Fibrous Homogeneous	32.7	0.4		66.3 Non-fibrous (other)	0.5 Chrysotile
R-67 *162506053-0012*	CEILING COVERING, BLACK, B, NW ROOM	Brown/Black Non-Fibrous Homogeneous	84.1	4.4		11.5 Non-fibrous (other)	None Detected
R-68 *162506053-0013*	CORK INSULATION TAR, BLACK, B, S MIDDLE ROOM	Tan/Black Non-Fibrous Homogeneous	90.0	6.0		4.0 Non-fibrous (other)	<0.25 Chrysotile

Analyst(s)
Sean O'Donnell (5)

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. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Some samples may contain asbestos fibers present in dimensions below PLM resolution limits. EMSL suggests that samples reported as <0.25% or none detected undergo additional analysis via TEM. Estimation of uncertainty is available on request.

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

Initial report from 05/19/2025 13:19:26

OrderID: 162506053

Ship Date:

EMSL ANALYTICAL, INC.
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Asbestos Chain of Custody EMSL Order Number

(Lab Use Only)

162506053

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

Company: EOCENE		☑ 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: Jon Reis		Phone: 515-460-1124	Fax: 515-528-8005
Email Address: jreis@eocene.com		Please Provide results: jreis@eocene.com	
Project Name: 20450212 Waterloo – Task 3 5/7/25			
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: NAME	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
R-56	Ceiling Covering	Black	4	NW Room	5/7/2025
R-57	Cork Insulation Tar	Black	4	NE Room	5/7/2025
R-58	Cork Insulation Tar	Black	4	Middle South Room	5/7/2025
R-59	Cork Insulation Tar	Black	4	E Room	5/7/2025
R-60	Ceiling Covering	Black	3	Main Room, W Side	5/7/2025
R-61	Cork Insulation Tar	Black	3	NE Room	5/7/2025
R-62	Cork Insulation Tar	Black	3	SE Room	5/7/2025
R-63	Cork Insulation Tar	Black	2	S Middle Room	5/7/2025
R-64	Ceiling Covering	Black	1	NE Room	5/7/2025
R-65	Cork Insulation Tar	Black	1	E Room	5/7/2025
R-66	Cork Insulation Tar	Black	1	S Middle Room	5/7/2025
R-67	Ceiling Covering	Black	B	NW Room	5/7/2025
R-68	Cork Insulation Tar	Black	B	S Middle Room	5/7/2025

Client Sample # (s):	R-56 through R-68			Total #:	13
Relinquished (Client):	[signature] Bingham	Date:	5/8/25	Time:	9:15
Received (Lab):		Date:	5-9-25	Time:	8AM
Comments/Special Instructions:	PLEASE SAMPLE ALL LAYERS, ADHESIVES, TEXTURES, ETC. Thanks!				

APPENDIX C

ACM Photographs

Photograph table includes photos of all asbestos-containing materials.

1/13/2025 **Photographer:** **Kevin Marble**	**Asbestos Containing Materials Inspection** **1442 Sycamore Street** **Waterloo, Iowa 50703**
Photo #1 **Description:** ACM White Aircell Pipe Insulation **Location:** 7th Floor, NW Room **Sample** R-3a	
Photo #2 **Description:** ACM White Aircell Pipe Insulation **Location:** 5th Floor, NE Room **Sample** R-3b	

Photograph table includes photos of all asbestos-containing materials. (Continued)

1/13/2025 & 1/14/2025 Photographer: Kevin Marble	Asbestos Containing Materials Inspection 1442 Sycamore Street Waterloo, Iowa 50703
Photo #3 **Description:** ACM White Aircell Pipe Insulation **Location:** 4th Floor, NW Room near elevator **Sample** R-3c	
Photo #4 **Description:** ACM White Aircell Pipe Insulation **Location:** 2nd Floor, S Mechanical Room **Sample** R-3d	

Photograph table includes photos of all asbestos-containing materials. (Continued)

1/13/2025 & 1/14/2025 Photographer: Kevin Marble	Asbestos Containing Materials Inspection 1442 Sycamore Street Waterloo, Iowa 50703
Photo #5 **Description:** ACM White Aircell Pipe Insulation **Location:** Basement, Eastmost Hall **Sample** R-3e	
Photo #6 **Description:** ACM Black Chalkboard **Location:** 7th Floor, W Room **Sample** R-5	

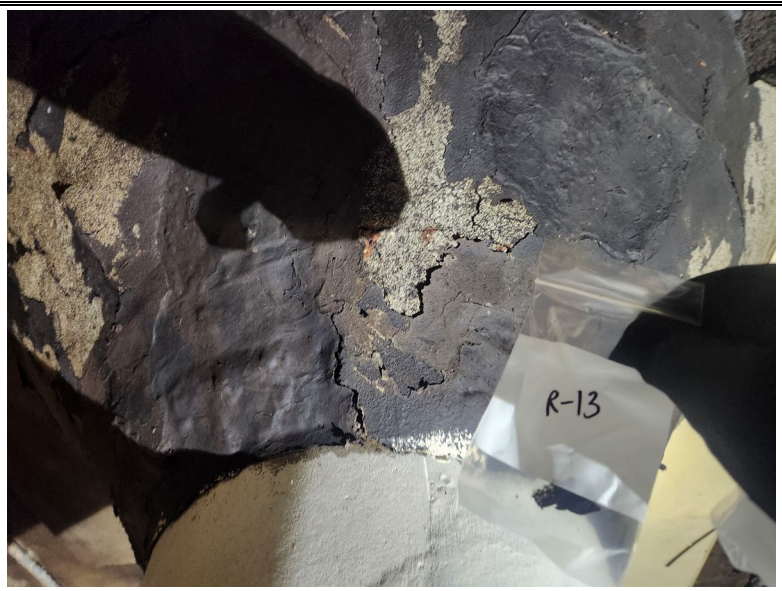
Photograph table includes photos of all asbestos-containing materials. (Continued)

1/13/2025 Photographer: Kevin Marble	Asbestos Containing Materials Inspection 1442 Sycamore Street Waterloo, Iowa 50703
Photo #7 **Description:** ACM White Pipe Insulation **Location:** 6th Floor, NE Room **Sample** R-7a	
Photo #8 **Description:** ACM Silver Ceiling Covering **Location:** 6th Floor, Center Room on Support Column **Sample** R-9	

Photograph table includes photos of all asbestos-containing materials. (Continued)

1/13/2025 **Photographer:** **Kevin Marble**	**Asbestos Containing Materials Inspection** **1442 Sycamore Street** **Waterloo, Iowa 50703**
Photo #9 **Description:** ACM Brown/Gray Duct Sealant **Location:** 6th Floor, SW Room on Smokers **Sample** R-10	
Photo #10 **Description:** ACM White Transite Wall Panels **Location:** 6th Floor, West Smoker Rooms **Sample** R-11	

Photograph table includes photos of all asbestos-containing materials. (Continued)

1/13/2025 **Photographer:** **Kevin Marble**	**Asbestos Containing Materials Inspection** **1442 Sycamore Street** **Waterloo, Iowa 50703**
Photo #11 **Description:** ACM Black Ceiling Covering Tar **Location:** 5th Floor, Center Room **Sample** R-13	
Photo #12 **Description:** ACM Silver Ceiling Covering **Location:** 5th Floor, Center Room **Sample** R-14	

Photograph table includes photos of all asbestos-containing materials. (Continued)

1/13/2025 Photographer: Kevin Marble	Asbestos Containing Materials Inspection 1442 Sycamore Street Waterloo, Iowa 50703
Photo #13 **Description:** ACM Black Wall Tar **Location:** 5th Floor, HVAC Crawl Space **Sample** R-15	
Photo #14 **Description:** ACM Black Cork Tar Paper **Location:** 3rd Floor, SE Room **Sample** R-24	

Photograph table includes photos of all asbestos-containing materials. (Continued)

1/13/2025 & 1/14/2025 **Photographer:** **Kevin Marble**	**Asbestos Containing Materials Inspection** **1442 Sycamore Street** **Waterloo, Iowa 50703**
Photo #15 **Description:** ACM Gray Panel Adhesive **Location:** 3rd Floor, S Middle Room **Sample** R-25	
Photo #16 **Description:** ACM Black Ceiling Covering **Location:** 2nd Floor, NW Room **Sample** R-28	

Photograph table includes photos of all asbestos-containing materials. (Continued)

1/14/2025 **Photographer:** **Kevin Marble**	**Asbestos Containing Materials Inspection** **1442 Sycamore Street** **Waterloo, Iowa 50703**
Photo #17 **Description:** ACM White Pipe Insulation **Location:** 2nd Floor, SW Room **Sample** R-33a, R-33b, R-33c	
Photo #18 **Description:** ACM White Pipe Insulation **Location:** Basement, N Room **Sample** R-43	

Photograph table includes photos of all asbestos-containing materials. (Continued)

1/14/2025 Photographer: Kevin Marble	Asbestos Containing Materials Inspection 1442 Sycamore Street Waterloo, Iowa 50703
Photo #19 **Description:** ACM White Duct Wrap **Location:** Basement, East Hall **Sample** R-45a, R-45b, R-45c	
Photo #20 **Description:** ACM Gray Cement Board **Location:** 1st Floor, N Room – N Wall – Top Half **Sample** R-48	

Photograph table includes photos of all asbestos-containing materials. (Continued)

1/14/2025 Photographer: Kevin Marble	Asbestos Containing Materials Inspection 1442 Sycamore Street Waterloo, Iowa 50703
Photo #21 **Description:** ACM Black Duct Sealant **Location:** 6th Floor, W Central Room **Sample** R-49	
Photo #22 **Description:** ACM Gray Door Caulk **Location:** Exterior, SW Dock Entrance Door **Sample** R-51	

Photograph table includes photos of all asbestos-containing materials. (Continued)

1/22/2025 Photographer: Emma Thomas	Asbestos Containing Materials Inspection 1442 Sycamore Street Waterloo, Iowa 50703
Photo #23 **Description:** ACM Black Ceiling Covering **Location:** 7th Floor, SE Room **Sample** R-52	
Photo #24 **Description:** ACM Black Ceiling Covering **Location:** 7th Floor, SE Room **Sample** R-53	

Photograph table includes photos of all asbestos-containing materials. (Continued)

1/22/2025 & 5/7/2025 **Photographer:** **Emma Thomas & Leon Johnson**	**Asbestos Containing Materials Inspection** **1442 Sycamore Street** **Waterloo, Iowa 50703**
Photo #25 **Description:** ACM Black Cork Insulation Tar **Location:** 7th Floor, Middle Room, South Portion **Sample** R-55	
Photo #26 **Description:** ACM Black Ceiling Covering **Location:** 4th Floor, NW Room **Sample** R-56	

Photograph table includes photos of all asbestos-containing materials. (Continued)

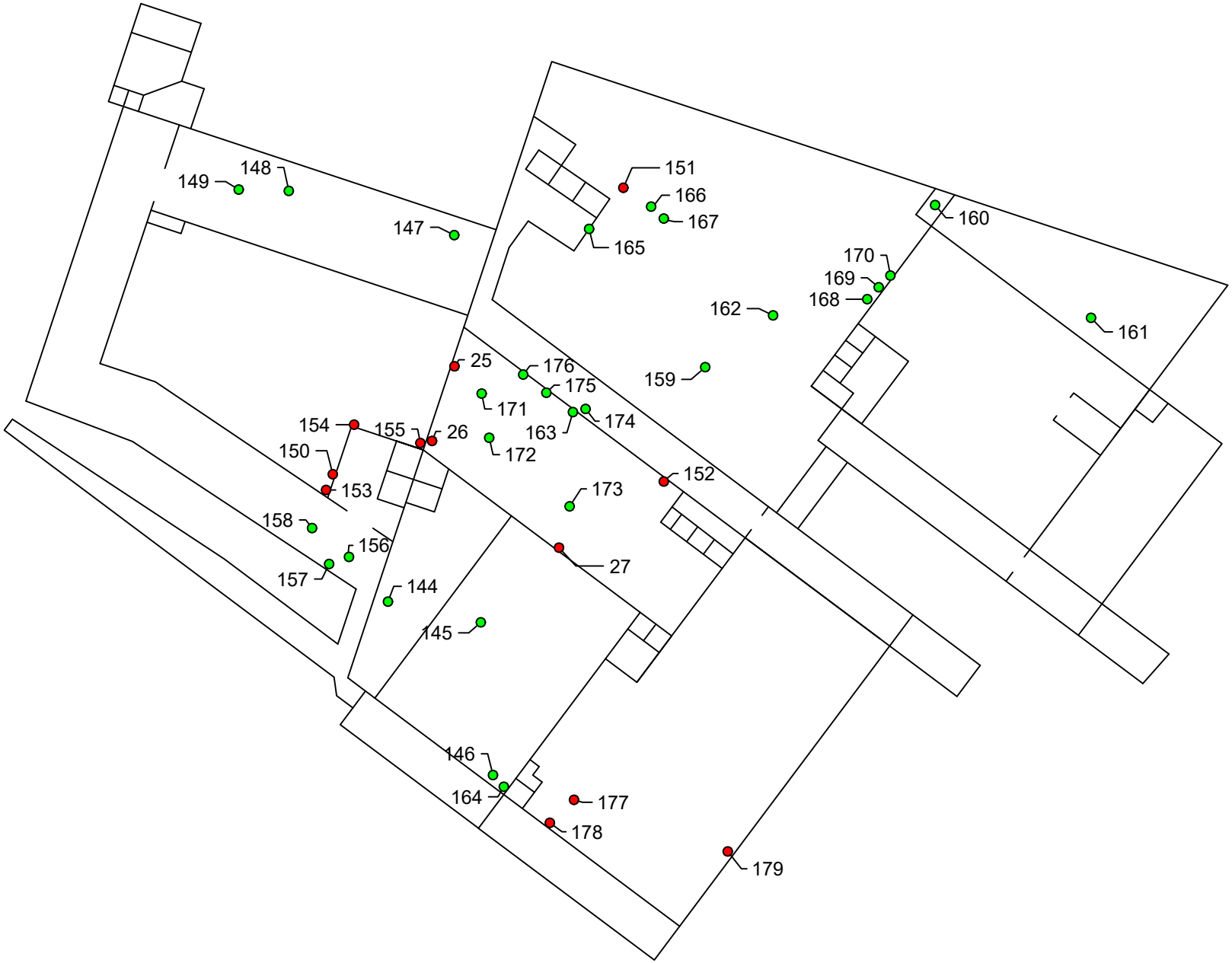
5/7/2025 **Photographer:** **Leon Johnson**	**Asbestos Containing Materials Inspection** **1442 Sycamore Street** **Waterloo, Iowa 50703**
Photo #27 **Description:** ACM Black Ceiling Covering **Location:** 3rd Floor, Main Room, West Side **Sample** R-60	
Photo #28 **Description:** ACM Black Cork Insulation Tar **Location:** 3rd Floor, NE Room **Sample** R-61	

Photograph table includes photos of all asbestos-containing materials. (Continued)

5/7/2025 **Photographer:** **Leon Johnson**	**Asbestos Containing Materials Inspection** **1442 Sycamore Street** **Waterloo, Iowa 50703**
Photo #29 **Description:** Assumed ACM Black Ceiling Covering **Location:** 1st Floor, NE Room **Sample** R-64	
Photo #30 **Description:** Assumed ACM Black Ceiling Covering **Location:** Basement, NW Room **Sample** R-67	

APPENDIX D

Sample Location Map(s)



Legend

- Positive ACM
- Negative ACM
- Pipe Insulation
- Caulk
- Possible Fire Door
- Inaccessible
- Panel Adhesive
- Transite Wall Panel
- 9x9in Green Floor Tile, Mastic, Pipe Insulation Debris
- 12x12in Brown Floor Tile, Mastic, Pipe Insulation Debris
- Duct Wrap
- Aircell Pipe Insulation
- Chalkboard
- Cork Insulation Tar
- Expansive Joint
- Duct Sealant
- Duct Wrap Debris
- Aircell/Pipe Insulation Debris
- Wall Tar
- Cement Board
- Corrugated Transite Panels
- Tank Insulation
- Heater Insulation
- Ceiling Covering
- Steamer Insulation Debris
- Cork Insulation Tar

N
W
E
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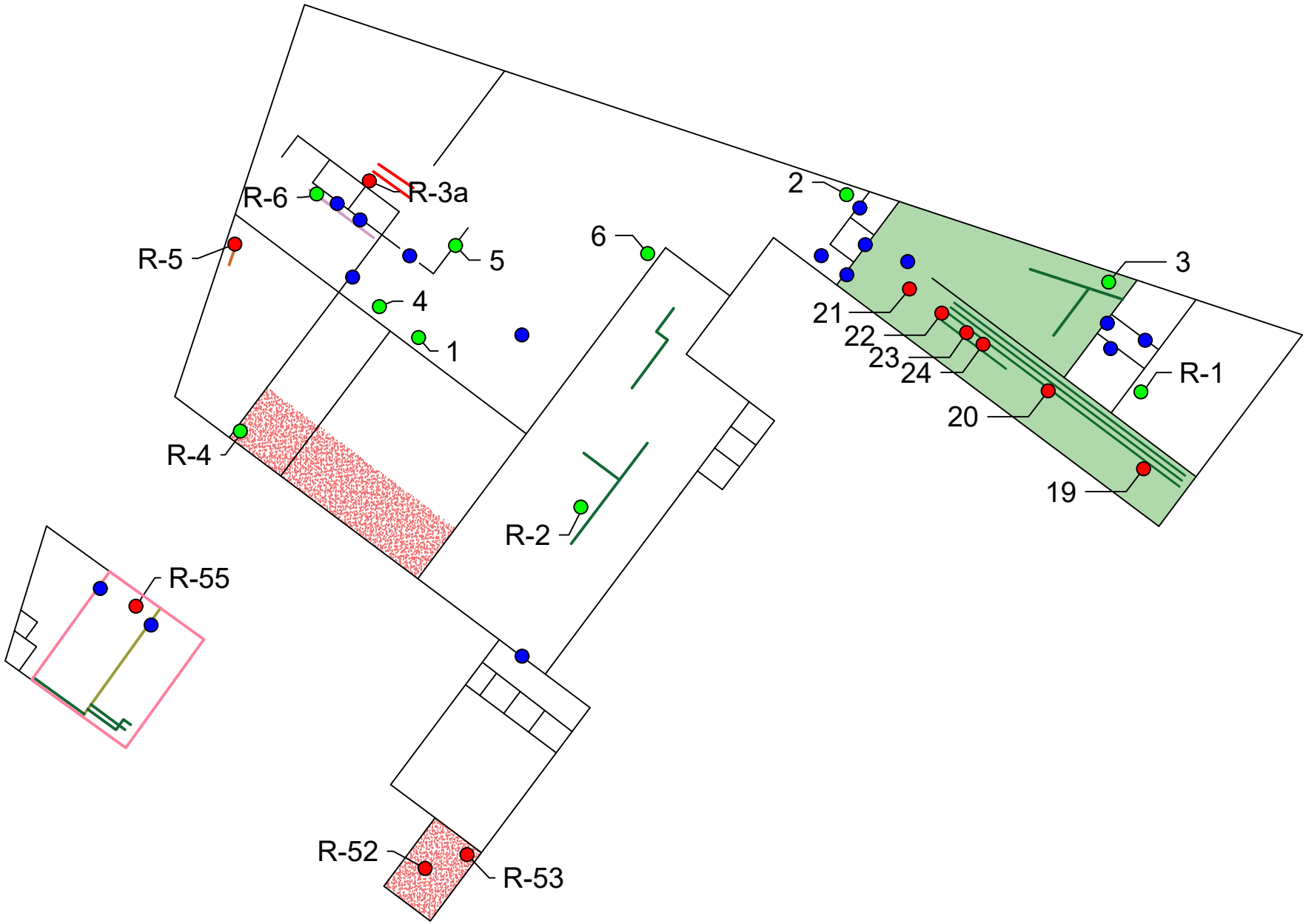
DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
Roof

Eocene SM Environmental Group



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N W E S

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SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
7th Floor

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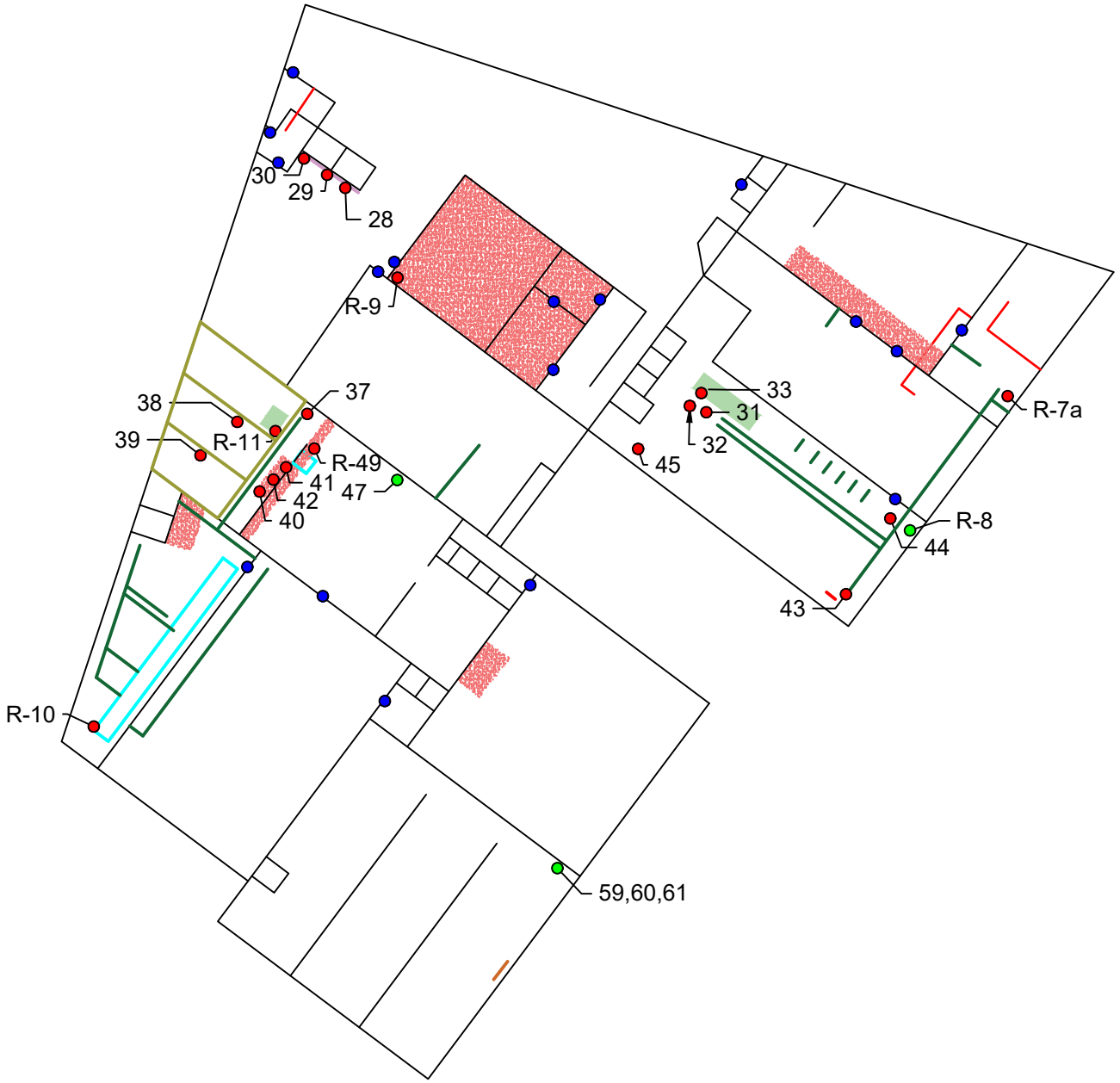

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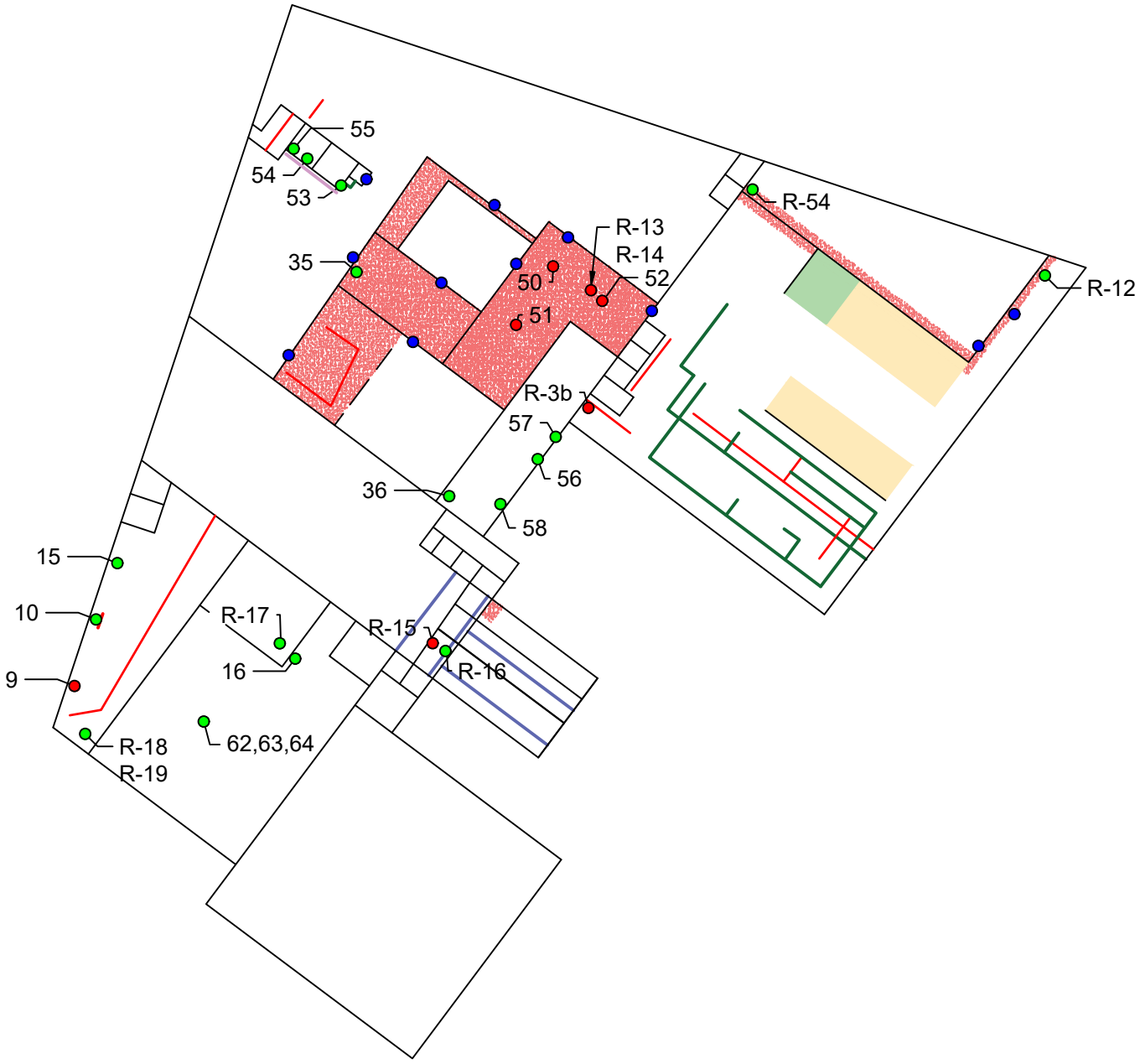
N W E S

DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
6th Floor

Eocene SM Environmental Group



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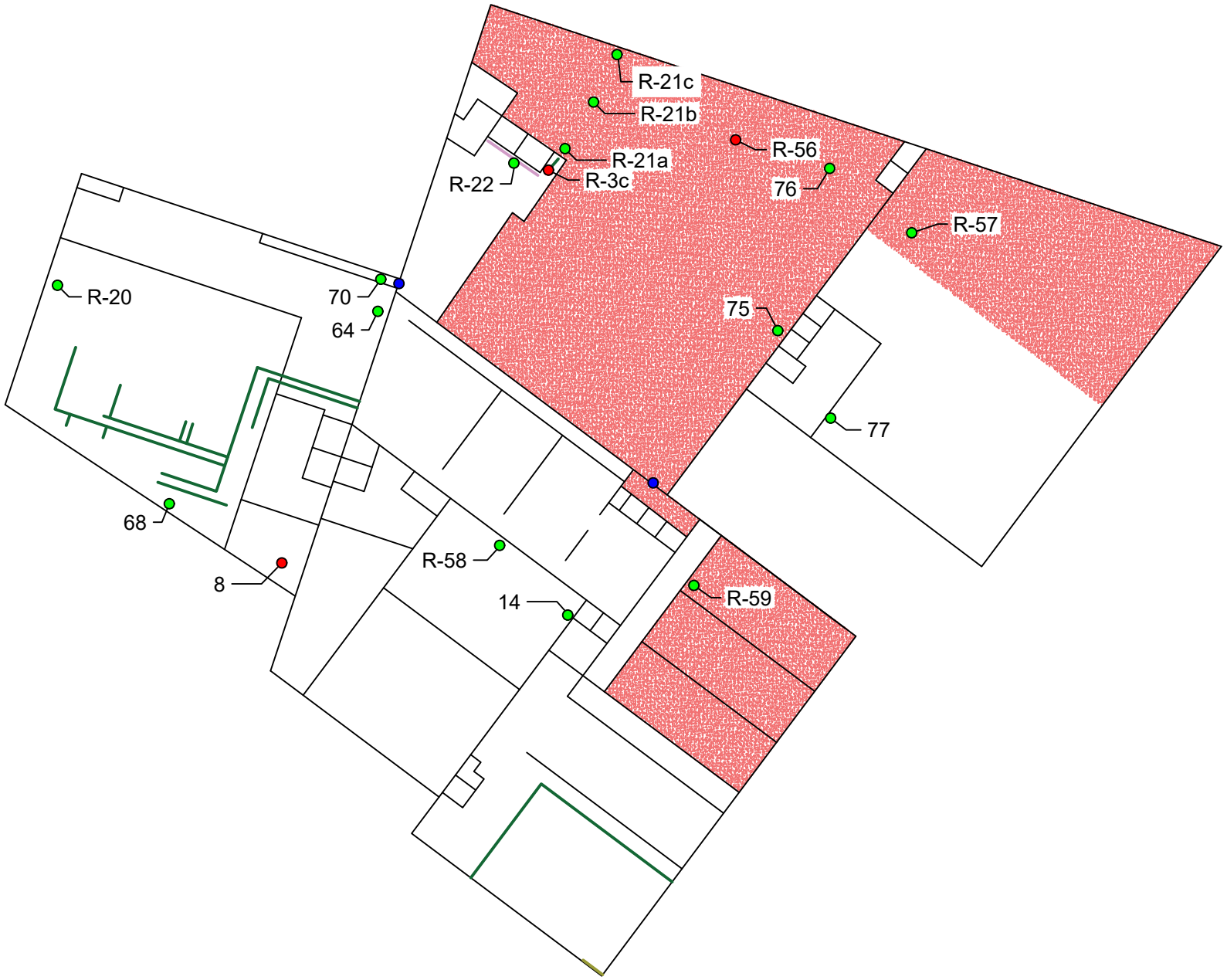
N W E S

DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
5th Floor

Eocene SM Environmental Group



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DATE: 02/05/2025
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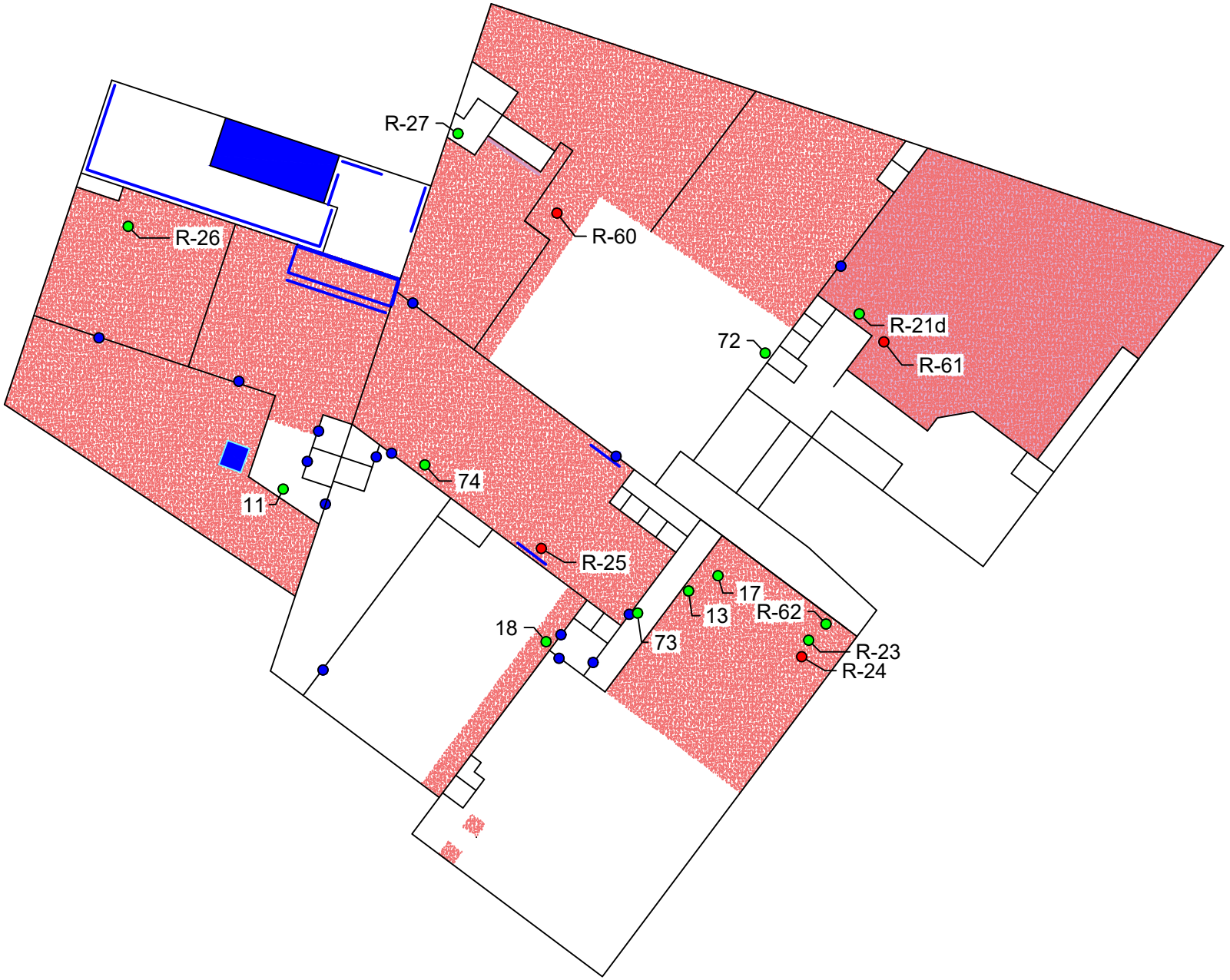
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
4th Floor

Eocene SM Environmental Group



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N W E S

DATE: 02/05/2025
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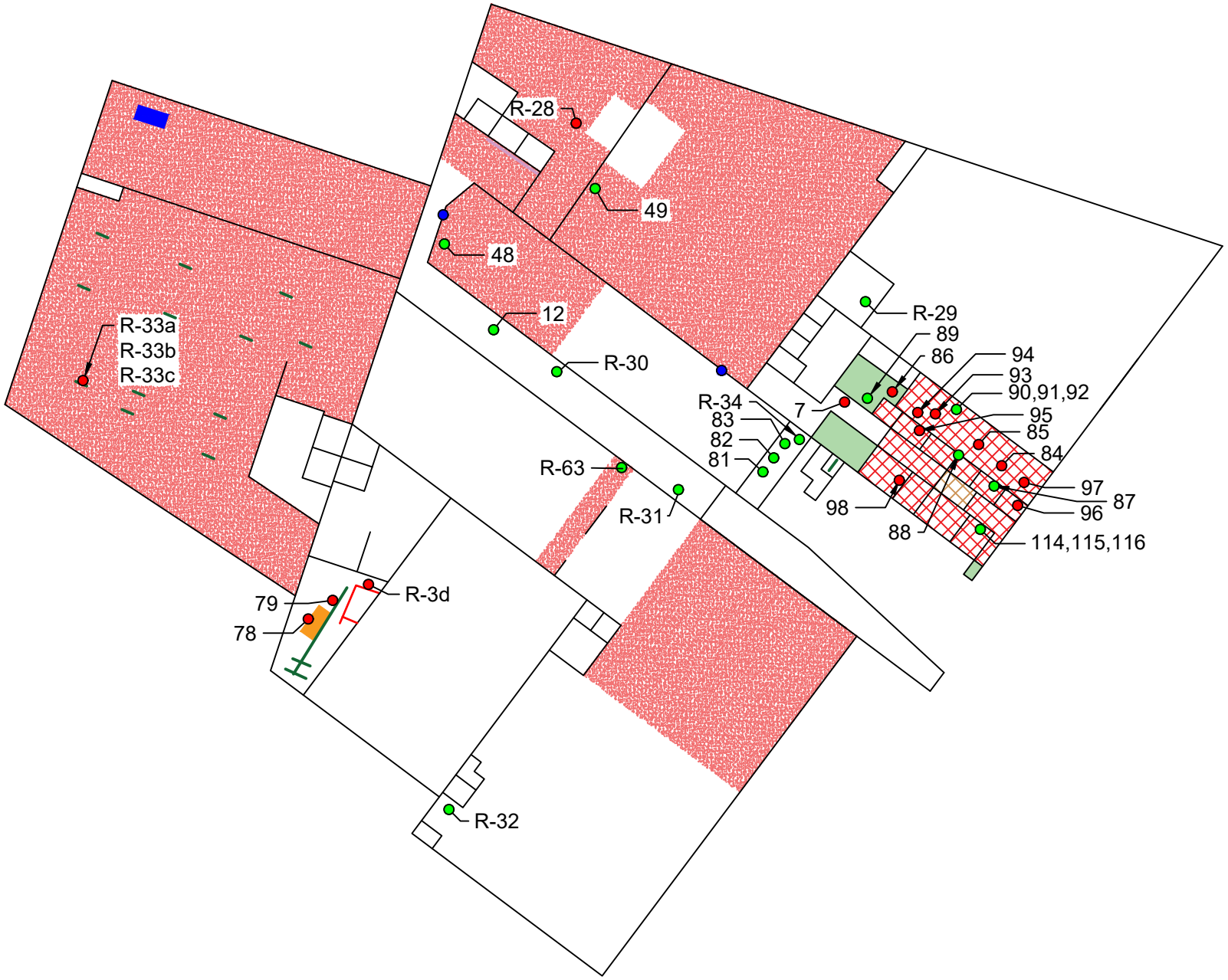
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
3rd Floor

Eocene SM Environmental Group



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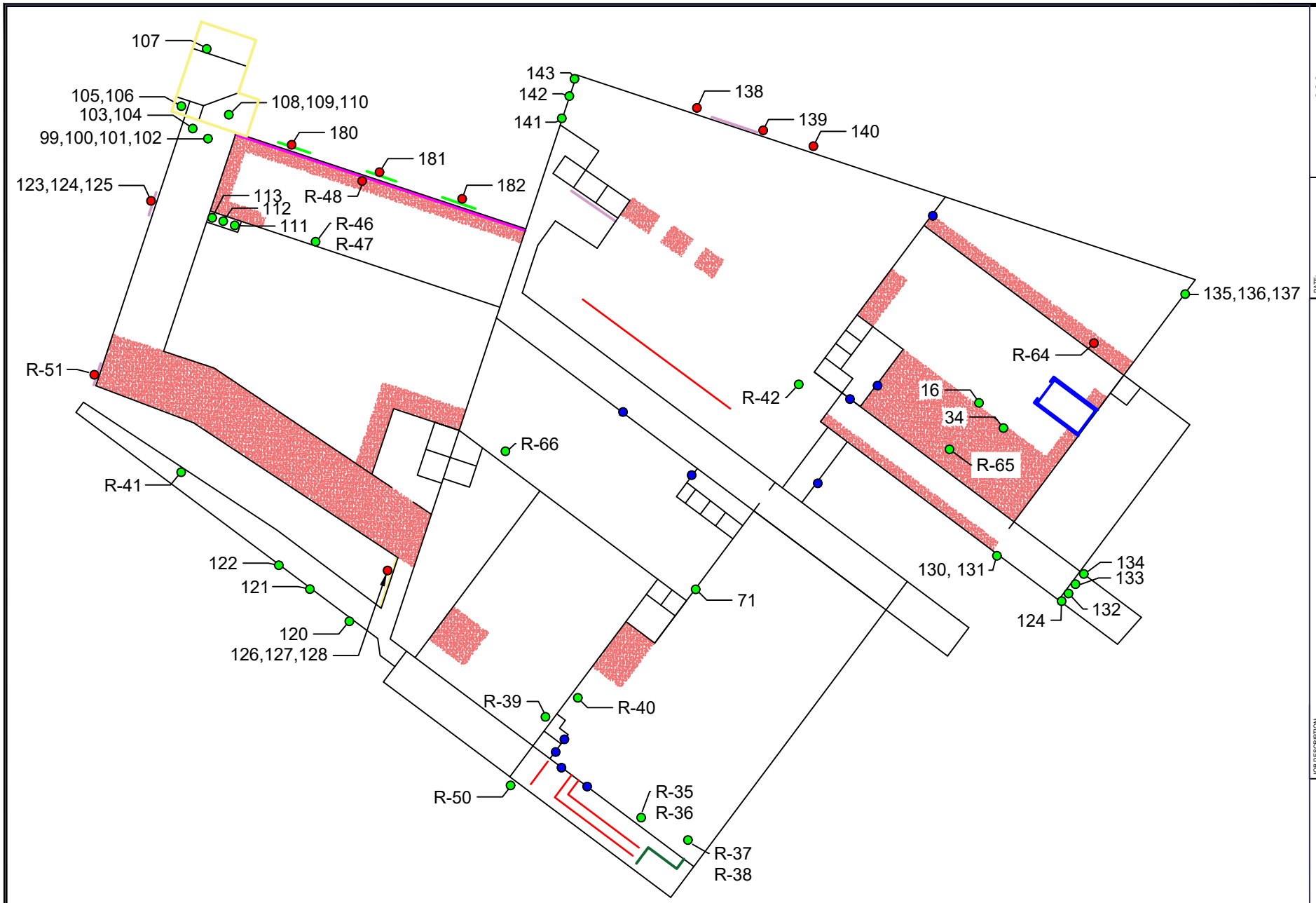
N W E S

DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
2nd Floor

Eocene SM Environmental Group



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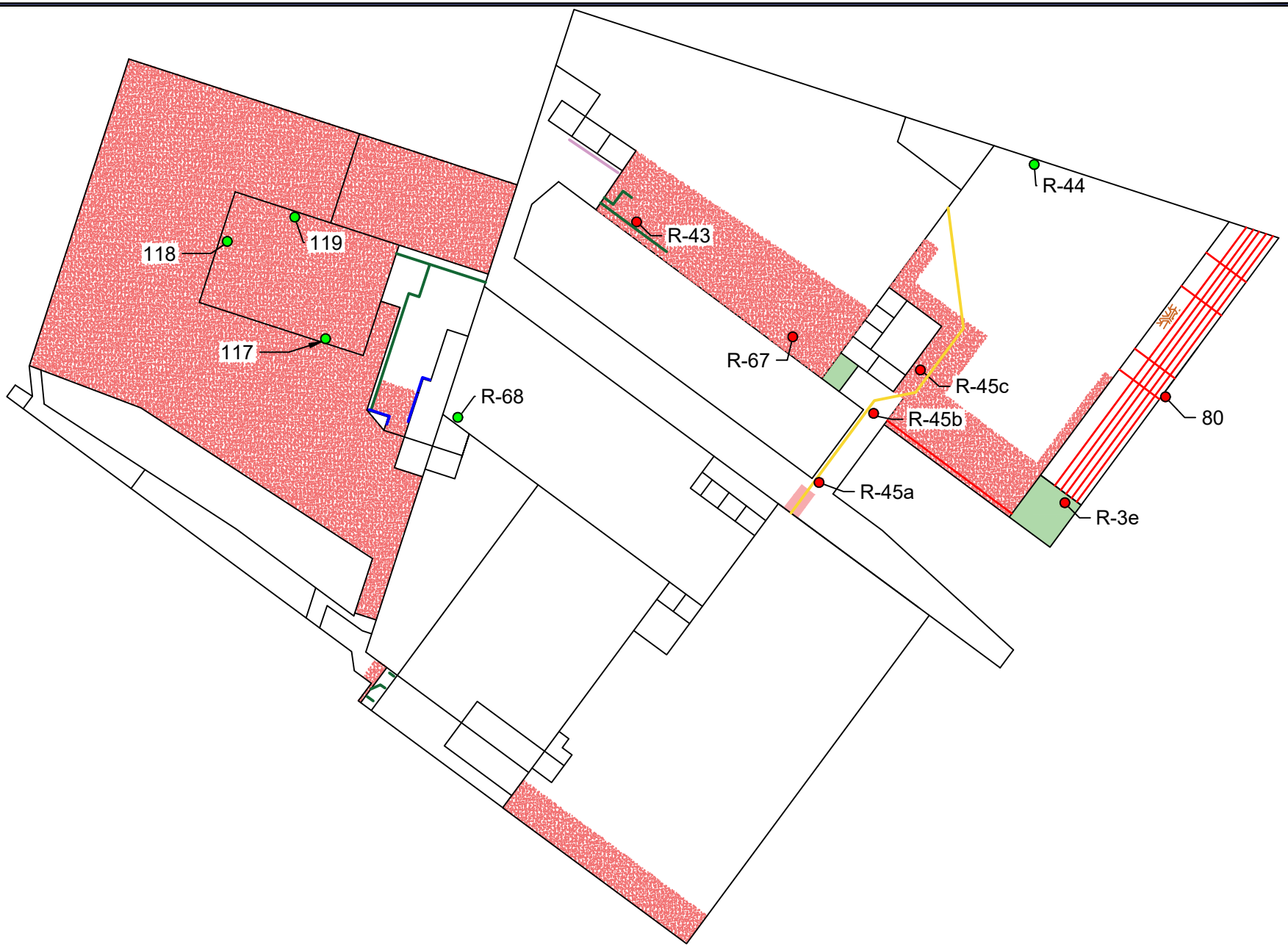
DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
1st Floor

Eocene SM Environmental Group



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N W E S

DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
Basement Floor

Eocene SM Environmental Group

APPENDIX E

Toeroek Associates, Inc. Report

September 2, 2022

Ms. Lisa Dunning
Task Order Contracting Officer's Representative
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

Subject: Contract No. 68HERH19D0018; Task Order (TO) No. 68E0719F0190
Former Rath Buildings, 1442, 1508, 1620, and 1656 Sycamore Street,
Waterloo, Black Hawk County, Iowa
Targeted Brownfields Assessment, Hazardous Materials Survey

Dear Ms. Dunning:

Toeroek Associates, Inc. (Toeroek) and our teaming subcontractor, Tetra Tech, Inc. (Tetra Tech), (hereafter "Toeroek Team") are pleased to present the attached Targeted Brownfields Assessment, Hazardous Materials Survey of the Former Rath Buildings (the subject property) located at 1442, 1508, 1620, and 1656 Sycamore Street in Waterloo, Black Hawk County, Iowa. This deliverable has been reviewed internally as part of Tetra Tech's quality assurance program, as well as Toeroek's quality assurance program, and is consistent with Toeroek's Quality Management Plan for the Resource Conservation and Recovery Act (RCRA) Enforcement and Permitting Assistance (REPA) contract. Documentation of this review is retained in the Toeroek Team's project files.

If you have any questions or comments, please contact Greg Hanna at 720-898-4102 or Kaitlyn Mitchell at 816-412-1742.

Sincerely,

Greg Hanna
Toeroek Team Program Manager

Kaitlyn Mitchell
Toeroek Team Project Manager

Enclosure: Targeted Brownfields Assessment, Hazardous Materials Survey

cc: Leanna Balsley, EPA Region 7
Heather Wood, Tetra Tech
Toeroek Team Project Files

300 Union Boulevard, Suite 520
Lakewood, CO 80228
Telephone: 303-420-7735
Fax: 303-420-7658

TARGETED BROWNFIELDS ASSESSMENT
HAZARDOUS MATERIALS SURVEY

FORMER RATH BUILDINGS
1442, 1508, 1620, AND 1656 SYCAMORE STREET
WATERLOO, BLACK HAWK COUNTY, IOWA

Prepared for

U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 7

Task Order	:	68E0719F0190
Subtask	:	010.05
EPA Region	:	7
Date Prepared	:	September 2, 2022
Contract No.	:	68HERH19D0018
Prepared by	:	Toeroek Associates, Inc.
Project Manager	:	Kaitlyn Mitchell
Telephone	:	816-412-1742
EPA TOCOR	:	Lisa Dunning
Telephone	:	913-551-7964

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FIGURE 3 SAMPLE LOCATION MAP – 2ND FLOOR
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1.0 INTRODUCTION

The U.S. Environmental Protection Agency (EPA) tasked Toeroek Associates, Inc. (Toeroek) and its teaming subcontractor, Tetra Tech, Inc. (Tetra Tech) (hereafter "Toeroek Team") to provide technical support to the EPA Region 7 Brownfields Program under Contract Number (No.) 68HERH19D0018, Task Order (TO) No. 68E0719F0190. EPA Region 7 requested the Toeroek Team conduct a Hazardous Materials Survey (the Survey) as part of a Targeted Brownfields Assessment (TBA) of the Former Rath Buildings (the subject property) located at 1442, 1508, 1620, and 1656 Sycamore Street in Waterloo, Black Hawk County, Iowa. The site name refers to multiple buildings due to the various additions over the years; however, only one building is present on the subject property. The subject property is referred to one building throughout the remainder of this report. Construction of the subject property buildings occurred prior to 1978. As such, asbestos-containing materials (ACM) and lead-based paint (LBP) was likely used in building materials during the build-out of the structures; caulk may have contained polychlorinated biphenyls (PCBs).

The scope of the survey included an inspection of the subject property buildings for the presence of ACM, LBP, and PCBs in caulk. As part of the Survey, the Toeroek Team also conducted a Phase II Environmental Site Assessment (ESA), submitted under separate cover. Appendix B includes the Photographic Documentation Log of observations during the Survey.

The Toeroek Team conducted the survey from June 13 through 17, 2022. The Toeroek Team's Project Manager for the Survey was Ms. Kaitlyn Mitchell. Mr. Zach Usher, State of Iowa-licensed Asbestos and Lead Inspector was the field team leader for this survey. The field team was composed of Ms. Cory Nichols, Ms. Macy LaMasney, Mr. Reed Niemack, and Mr. Zachary Usher. Inspector certifications are provided in Appendix C. Section 10.0, Assumptions and Deviations, presents the assumptions and deviations regarding the Survey at the subject property. Prior to any renovations or demolition of the subject property building, additional building material characterization work may be needed to comply with all local, state, and federal requirements regulating ACM, LBP, and PCBs.

The purpose of the asbestos portion of the Survey was to evaluate subject property buildings for the presence, quantity, locations, and characterization of ACM that may require abatement prior to any development activities, in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations, as adopted by EPA. The intent of the asbestos NESHAP regulations is to protect the public (and workers) by minimizing release of asbestos fibers during activities involving processing, handling, and disposal of ACM. Inhalation of asbestos fibers can cause cancer and other lung diseases

(Agency for Toxic Substances and Disease Registry [ATSDR] 2008). The Survey accorded with industry standard practice for hazardous materials surveys. Collection of samples of suspected ACM accorded with NESHAP regulations, as adopted by EPA.

The Toeroek Team screened for the presence, quantity, and locations of LBP exceeding lead hazard levels, which would require Occupational Safety and Health Administration (OSHA) worker safety precautions during development activities at the subject property buildings. The LBP portion of the Survey proceeded according to protocols similar to the single-family housing inspection procedures in the U.S. Department of Housing and Urban Development (HUD) guidelines (HUD 2012). The Toeroek Team screened paint-covered surfaces using an x-ray fluorescence (XRF) spectrometer.

PCBs may be present within the subject property buildings in caulk associated with windows, doors, and masonry columns. The Toeroek Team collected samples from caulk materials suspected to contain PCBs for laboratory analysis to determine presence, quantity, and locations of PCBs exceeding the EPA action level, which would require OSHA worker safety precautions during development and remodeling activities.

The Toeroek Team submitted a site-specific quality assurance project plan (QAPP) in support of survey activities to EPA on March 17, 2022. EPA approved the QAPP on March 31, 2022, prior to survey activities at the subject property (Toeroek 2022). Field activities accorded with the QAPP, except where noted in Section 10.0.

The Toeroek Team prepared this report in accordance with generally accepted industrial hygiene practices and procedures. This report does not cover or comment on structural areas not assessed either visibly or by sample collection. The data evaluation and assessment stated herein constitute a professional opinion; no other warranty is expressed or implied. Section 10.0 specifies assumptions and deviations regarding the Survey at the subject property.

The Toeroek Team provided these services consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions. This statement is in lieu of other statements either expressed or implied. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document, the findings, conclusions, or recommendations is at the risk of said user. This Survey report does not warrant against future operations or conditions that may not be consistent with its recommendations. Moreover, because of some limitations on destructive sampling during the survey, completion of the Survey does not guarantee

identification of all ACMs, LBP, or PCBs in caulk—hazardous materials may be present in voids of walls, ceilings, or other concealed areas.

This report consists of the following sections:

- Section 2.0 of this report, Subject Property Building, describes the structure at the subject property.
- Section 3.0, ACM Field Survey and Analytical Protocols, specifies the field and analytical protocols for the ACM survey.
- Section 4.0, LBP Screening and Analytical Protocols, specifies field and analytical protocols for the LBP screening.
- Section 5.0, PCB Field Survey and Analytical Protocols, presents field and analytical protocols for the PCB survey.
- Section 6.0, ACM Findings, presents the results of the ACM survey activities.
- Section 7.0, LBP Findings, describes the results of the LBP screening activities.
- Section 8.0, PCB findings, conveys the results of the PCB survey activities.
- Section 9.0, Findings and Recommendations, offers recommendations based on the results of the survey.
- Section 10.0, Assumptions and Deviations, specifies the assumptions and deviations regarding the survey of the subject property building.
- Section 11.0, References, lists the sources referenced during development of this report.

2.0 SUBJECT PROPERTY BUILDING

The subject property encompasses approximately 5.5 acres of land on four parcels and hosts an approximately 750,000-square-foot building that historically operated as a meat packing plant. Currently, portions of the building are used for cold storage warehousing. The subject property is located within a mixed-use commercial and industrial area of Waterloo, Iowa. The subject property building is constructed of brick, mortar, concrete, and metal. Interior finishes include brick and mortar, concrete, metal, plaster walls, and drywall. Flooring materials include vinyl floor tile and concrete.

3.0 ACM FIELD SURVEY AND ANALYTICAL PROTOCOLS

The Toeroek Team made every effort to inspect all areas of the interior of the subject property building. Minor demolition of materials (destructive sampling) was required during the survey effort. The inspector took care to ensure the subject property remained unoccupied during sample collection. Collection of suspect ACM samples accorded with NESHAP, as adopted by EPA, and the Asbestos Hazard and Emergency Response Act of 1986 (AHERA) protocols. AHERA defines "asbestos-containing material" (ACM) as any material or product that contains more than 1 percent asbestos. Suspected ACMs were grouped as homogeneous areas if the material was similar in appearance and texture; however, if the inspector decided a material (for example, wall texturing) was not similar in appearance and texture to other materials in the subject property building, the inspector distinguished the material as unique and collected samples of each unique material accordingly. Because of limitations on destructive sampling methods, additional suspect materials not sampled may be present in walls, voids, or other concealed areas. Section 10.0 specifies assumptions and deviations regarding the survey of the subject property building.

Bulk samples of suspected ACM were collected to ensure each distinct layer of material was represented in the sample. A wetting agent was applied to friable surfaces prior to sample collection to reduce the potential for fiber release. All samples collected were placed in plastic bags, labeled, and sealed immediately upon collection. A unique sample identification number was assigned to each sample. To prevent cross-contamination between samples, the sampling instruments were wiped clean by use of a wet, lint-free cloth after collection of each sample.

The samples remained in the inspector's custody until sent to the laboratory. Upon completion of sampling activities, the bulk samples were sent, along with the Toeroek Team's chain-of-custody documentation, to Eurofins EMLab P&K Laboratories (Eurofins). Suspect ACM samples were analyzed per EPA Method 600/R-93/116 by Eurofins via polarized light microscopy (PLM) analysis. Samples determined by PLM analysis to contain less than 1 percent asbestos were analyzed via EPA Point Count 400 (also EPA Method 600/R-93/116). Eurofins is a National Voluntary Laboratory Accreditation Program (NVLAP)-certified laboratory. Section 6.0 of this report summarizes ACM analytical results which are listed in Table 1. Sample locations are shown on Figures 1 through 9 in Appendix A. Appendix D presents the ACM analytical results and chain-of-custody forms for the bulk samples.

4.0 LBP SCREENING AND ANALYTICAL PROTOCOLS

The Toeroek Team made every effort to inspect all areas of the building. HUD *Guidelines for the Evaluation and Control of LBP in Housing* (2012) (HUD Guidelines) suggests paint applied before 1978 could contain lead.

An XRF screening of suspected LBP accorded with protocols similar to the single-family housing inspection procedures in the HUD Guidelines. The Toeroek Team utilized an Olympus – Delta Professional XRF spectrometer to perform the LBP screening. The Olympus – Delta Professional is an XRF spectrum analyzing system used for quantitative measurement of lead in paint on various substrates. The Toeroek Team screened suspect painted surfaces that possibly would be impacted during renovation activities.

The Toeroek Team utilized the XRF "Lead Paint Mode" for testing, standardized per the equipment instruction manual, and programmed the unit with an action level of 1.0 milligram per square centimeter (mg/cm^2). Paint containing greater than or equal to 1.0 mg/cm^2 lead by XRF testing or 1.0 mg/cm^2 lead by laboratory analysis is considered LBP.

The Toeroek Team performed XRF calibration checks on the Delta Professional XRF spectrometer according to the protocol recommended by the manufacturer and the HUD Guidelines. These quality control readings were used to monitor performance of the Delta Professional XRF spectrometer. Calibration-check readings were taken at the beginning and end of the survey using a Standard Reference Material (SRM) paint film, developed by the National Institute of Standards and Technology (NIST). Section 7.0 of this report summarizes results from XRF screening of painted surfaces at the subject property. Table 2 provides XRF screening results. Some LBP quantities in Table 2 may be combined to avoid duplicate quantity of commingled materials. Screening locations with positive results appear on Figures 1 through 9 in Appendix A.

5.0 PCB FIELD SURVEY AND ANALYTICAL PROTOCOLS

The Toeroek Team made every effort to inspect all areas of the subject property building. Minor demolition of materials (destructive sampling) was required during the survey effort. The inspector took care to ensure the areas remained unoccupied during sample collection. Samples of caulk possibly containing PCBs were collected following EPA guidance. The EPA action level is 50 parts per million (ppm) for PCBs in materials; this was used as the benchmark for the Survey (EPA 2016). Suspected PCB-containing caulk materials were grouped as homogeneous areas if the material was similar in appearance and texture; however, if the inspector decided a material was not similar in appearance and texture to other materials in the building, or that a material was associated with a different building construction date, the inspector distinguished the material as unique and collected samples of each unique material accordingly. Section 10.0 specifies assumptions and deviations regarding the survey of subject property building.

The Toeroek Team collected bulk samples to ensure only suspect PCB-containing caulk materials were represented in the sample. A wetting agent was applied to the material prior to sample collection to reduce potential for particulate release. All samples collected were placed in plastic bags, labeled, and sealed immediately upon collection. A unique sample identification number was assigned to each sample. To prevent cross-contamination between samples, the sampling instruments were wiped clean by use of a wet, lint-free cloth after collection of each sample. Sampling locations appear on Figures 1 through 9 in Appendix A.

The samples remained in the inspector's custody until sent to the laboratory. Upon completion of sampling activities, the bulk samples were sent, along with the Toeroek Team's chain-of-custody documentation, to Pace Analytical (Pace) laboratory in Minneapolis, Minnesota. Pace analyzed bulk samples of suspect PCB-containing caulk materials via EPA Method 8082. Appendix E includes the PCB analytical results from those bulk samples, as well as chain-of-custody forms. Section 8.0 summarizes the analytical results from those samples. No PCBs were detected in any sample; therefore, no summary table is provided.

6.0 ACM FINDINGS

PLM results from samples of suspect ACM collected at the subject property building appear in the laboratory report in Appendix D, and are summarized in Table 1 below. A bolded result in Table 1 indicates a sample containing asbestos detected at a concentration greater than 1 percent. Figures 1 through 9 in Appendix A show the sample locations.

TABLE 1

SUMMARY OF RESULTS FROM LABORATORY ANALYSIS FOR SUSPECT ACM
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

Figure Key	Sample ID	Material Description	Material Locations	Friable (F)/ Non-Friable (NF)	Analytical Result (% ACM[1])	Quantity[2]
1	RB-WG-01	Window Glaze (Square Pane Windows)	6th and 7th Floor	NA	<0.25% Chry[3]	NA
2	RB-WG-02					
3	RB-WG-03					
4	RB-BG-01	Wall Block Grout	Throughout	NA	ND	NA
5	RB-BG-02					
6	RB-BG-03					
7	**RB-TSI-01**	**White Pipe Insulation (Various Sizes)**	**Throughout**	**F**	**20% Amosite 8% Chry**	**4,700 LF**
8	**RB-TSI-02**					
9	**RB-TSI-03**					
10	RB-TSI2-01	Black 8" - 24" Pipe Insulation	Throughout	NA	ND	NA
11	RB-TSI2-02					
12	RB-TSI2-03					
13	RB-PL-01	Plaster	Throughout	NA	<0.25% Chry[3]	NA
14	RB-PL-02					
15	RB-PL-03					
16	RB-CI-01	Cork Insulation	Behind Walls – Throughout	NA	ND	NA
17	RB-CI-02					
18	RB-CI-03					
19	**RB-TSI3-01**	**Green Pipe Insulation**	**7th Floor – C71, C72**	**F**	**25% Chry**	**300 LF**
20	**RB-TSI3-02**					
21	**RB-TSI3-03**					
22	**RB-INS-01**	**Heater Insulation**	**5th and 7th Floors**	**F**	**10% Amosite 10% Chry**	**1,700 SF**
23	**RB-INS-02**					
24	**RB-INS-03**					
25	**RB-TSI4-01**	**Black Felt-Wrapped (Foam) Pipe Insulation**	**Roofs, 7th Floor, and C51**	**NF**	Grey Insulation – ND **Black Tar and Felt – 30% Chry**	**1,100 LF**
26	**RB-TSI4-02**					
27	**RB-TSI4-03**					

TABLE 1

SUMMARY OF RESULTS FROM LABORATORY ANALYSIS FOR SUSPECT ACM
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

Figure Key	Sample ID	Material Description	Material Locations	Friable (F)/ Non-Friable (NF)	Analytical Result (% ACM[1])	Quantity[2]
28	**RB-DC-01**	**Black Door Caulk**	**Elevator Door – All Floors**	**NF**	**5% Chry**	**280 LF**
29	**RB-DC-02**					
30	**RB-DC-03**					
31	**RB-BI-01**	**Boiler Insulation (Scattered Pipe Insulation Debris)**	**6th Floor – C64 Metal Boiler, C71, C72, B56, C51, G51**	**F**	**10% Amosite**	**1,500 SF**
32	**RB-BI-02**					
33	**RB-BI-03**					
34	RB-T-01	Tar	Throughout (Ceilings and Walls)	NA	ND	NA
35	RB-T-02					
36	RB-T-03					
37	**RB-TRAN-01**	**Transite Wall Panels**	**6th Floor – H Area Walls, E61**	**NF**	**15% Chry**	**4,450 SF**
38	**RB-TRAN-02**					
39	**RB-TRAN-03**					
40	**RB-DS-01**	**Black Duct Sealant**	**6th Floor – G Area, A3, C64**	**NF**	**15% Chry**	**300 SF**
41	**RB-DS-02**					
42	**RB-DS-03**					
43	**RB-TSI5-01**	**Aircell Pipe Insulation**	**C51, E51, G22, Basement Boiler Room, East Abandoned Basement Bathroom**	**F**	**20% Chry**	**550 LF**
44	**RB-TSI5-02**					
45	**RB-TSI5-03**					
46	RB-PL-04	Plaster	Throughout	NA	<0.25% Chry[3]	NA
47	RB-PL-05					
48	RB-PL-06					
49	RB-PL-07					
50	**RB-AS-01**	**Asphalt Shingles**	**Upper Columns and Ceiling (B55), B53, C11**	**NF**	**10% Chry**	**11,500 SF**
51	**RB-AS-02**					
52	**RB-AS-03**					
53	RB-DC2-01	White Door Caulk	5th Floor – Northwest Elevator Doors	NA	ND	NA
54	RB-DC2-02					
55	RB-DC2-03					

TABLE 1

SUMMARY OF RESULTS FROM LABORATORY ANALYSIS FOR SUSPECT ACM
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

Figure Key	Sample ID	Material Description	Material Locations	Friable (F)/ Non-Friable (NF)	Analytical Result (% ACM[1])	Quantity[2]
56	RB-WC-01	White Window Caulk	B56 (Interior Square Windows)	NA	ND	NA
57	RB-WC-02					
58	RB-WC-03					
59	RB-FH-01	Fire Hose	6th Floor – E61	NA	ND	NA
60	RB-FH-02					
61	RB-FH-03					
62	RB-PW-01	Black Pipe Wrap	F51	NA	ND	NA
63	RB-PW-02					
64	RB-PW-03					
68	RB-T2-01	Black Tar (Brick Walls)	A41, A22	NA	ND	NA
69	RB-T2-02					
70	RB-T2-03					
71	RB-FWC-01	Freezer Wall Coating	Throughout Freezer Walls	NA	ND	NA
72	RB-FWC-02					
73	RB-FWC-03					
74	RB-FWC-04					
75	RB-FWC-05					
76	RB-FWC-06					
77	RB-FWC-07					
78	**RB-TI-01**	**White Tank Insulation**	**G22, CB1**	**F**	**30% Chry**	**100 SF**
79	**RB-TI-02**					
80	**RB-TI-03**					
81	RB-CFT-01	Red Ceramic Floor Tile Grout	C22 – Lab Area	NA	ND	NA
82	RB-CFT-02					
83	RB-CFT-03					
84	**RB-VFT-01**	**Green 9" x 9" Vinyl Floor Tile**	**C22 – Lab Area**	**NF**	**Green Floor Tile – 5% Chry Black Mastic – 5% Chry**	**4,500 SF**
85	**RB-VFT-02**					
86	**RB-VFT-03**					

TABLE 1

SUMMARY OF RESULTS FROM LABORATORY ANALYSIS FOR SUSPECT ACM
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

Figure Key	Sample ID	Material Description	Material Locations	Friable (F)/ Non-Friable (NF)	Analytical Result (% ACM[1])	Quantity[2]
87	RB-CB-01	Black 6" Cove Base	C22 – Lab Area	NA	ND	NA
88	RB-CB-02					
89	RB-CB-03					
90	RB-CT-01	Dot Pattern 1' x 1' Ceiling Tile	C22 – Lab Area	NA	ND	NA
91	RB-CT-02					
92	RB-CT-03					
93	**RB-VFT2-01**	**Brown 12" x 12" Vinyl Floor Tile**	**C22 – Lab Hallway**	**NF**	**Brown Floor Tile – 2% Chry Black Mastic – 5% Chry**	**120 SF**
94	**RB-VFT2-02**					
95	**RB-VFT2-03**					
96	**RB-TSI6-01**	**Silver-Painted Pipe Insulation**	**C22 – Lab Area**	**F**	**Silver Coating – ND Grey Wrap – ND Insulation – 20% Amosite, 3% Chry**	**200 LF**
97	**RB-TSI6-02**					
98	**RB-TSI6-03**					
99	RB-VFT3-01	Grey 12" x 12" Vinyl Floor Tile	Loading Dock Office	NA	ND	NA
100	RB-VFT3-02					
101	RB-VFT3-03					
102	RB-CT2-01	White Fissure 2' x 4' Ceiling Tile	Loading Dock Office	NA	ND	NA
103	RB-CT2-02					
104	RB-CT2-03					
105	RB-DWJC-01	Drywall Joint Compound	Breakroom	NA	ND	NA
106	RB-DWJC-02					
107	RB-DWJC-03					
108	RB-CB2-01	White 4" Cove Base	Breakroom Hallway	NA	ND	NA
109	RB-CB2-02					
110	RB-CB2-03					
111	RB-SF-01	Brown Sheet Flooring	1st Floor Closet	NA	ND	NA
112	RB-SF-02					
113	RB-SF-03					

TABLE 1

SUMMARY OF RESULTS FROM LABORATORY ANALYSIS FOR SUSPECT ACM
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

Figure Key	Sample ID	Material Description	Material Locations	Friable (F)/ Non-Friable (NF)	Analytical Result (% ACM[1])	Quantity[2]
114	RB-CRT-01	Black Countertop	C22 – Lab Area	NA	ND	NA
115	RB-CRT-02					
116	RB-CRT-03					
117	RB-FP-01	Spray-On Fireproofing	AB2	NA	ND	NA
118	RB-FP-02					
119	RB-FP-03					
120	RB-C-01	White Caulk	Exterior Foundation – South Docks	NA	ND	NA
121	RB-C-02					
122	RB-C-03					
123	**RB-DC3-01**	**White Door Caulk**	**West Exterior Loading Dock Door**	**NF**	**10% Chry**	**8 LF**
124	**RB-DC3-02**					
125	**RB-DC3-03**					
126	**RB-TRAN2-01**	**Corrugated Transite Panels**	**Northwest Office Roof, Southwest Rail Dock Wall**	**NF**	**15% Chry**	**2,500 SF**
127	**RB-TRAN2-02**					
128	**RB-TRAN2-03**					
129	RB-C2-01	Grey Expansion Caulk	Exterior C13 – Southeast Corner, Northeast and North-Center C12, B11, and North A12	NA	ND	NA
130	RB-C2-02					
131	RB-C2-03					
132	RB-FS-01	Asphaltic Floor Seam	Exterior – C13 Ramp	NA	ND	NA
133	RB-FS-02					
134	RB-FS-03					
135	RB-EJ-01	White Expansion Joint (Soft)	Northeast and North-Center C12	NA	ND	NA
136	RB-EJ-02					
137	RB-EJ-03					
138	**RB-WC2-01**	**Old Grey Caulk**	**Exterior – North Street Level Windows**	**NF**	**15% Chry**	**30 LF**
139	**RB-WC2-02**					
140	**RB-WC2-03**					

TABLE 1

SUMMARY OF RESULTS FROM LABORATORY ANALYSIS FOR SUSPECT ACM
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

Figure Key	Sample ID	Material Description	Material Locations	Friable (F)/ Non-Friable (NF)	Analytical Result (% ACM[1])	Quantity[2]
141	RB-EJ2-01	Grey Expansion Joint	Northwest Ground Perimeter	NA	ND	NA
142	RB-EJ2-02					
143	RB-EJ2-03					
144	RB-RM-01	Roofing Material	Roof – G and F	NA	ND	NA
145	RB-RM-02					
146	RB-RM-03					
147	RB-RM2-01	Roofing Material	Roof – A11	NA	ND	NA
148	RB-RM2-02					
149	RB-RM2-03					
150	**RB-RT-01**	**Grey/Silver Roofing Tar**	**All Roofs**	**NF**	**8% Chry**	**6,000 SF**
151	**RB-RT-02**					
152	**RB-RT-03**					
153	**RB-RC-01**	**White Roofing Caulk**	**Roof – A**	**NF**	**5% Chry**	**60 LF**
154	**RB-RC-02**					
155	**RB-RC-03**					
156	RB-RT2-01	Black Roofing Tar	Roof – A (Vent)s	NA	ND	NA
157	RB-RT2-02					
158	RB-RT2-03					
159	RB-RM3-01	Roofing Material	Roof – B and C	NA	ND	NA
160	RB-RM3-02					
161	RB-RM3-03					
162	RB-RT3-01	Black Roofing Tar	All Roofs	NA	ND	NA
163	RB-RT3-02					
164	RB-RT3-03					
165	RB-WC3-01	White Window Caulk	Roof – B (Skylight Windows)	NA	ND	NA
166	RB-WC3-01					
167	RB-WC3-01					

TABLE 1

SUMMARY OF RESULTS FROM LABORATORY ANALYSIS FOR SUSPECT ACM
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

Figure Key	Sample ID	Material Description	Material Locations	Friable (F)/ Non-Friable (NF)	Analytical Result (% ACM[1])	Quantity[2]
168	RB-AS2-01	Asphalt Shingles	Roof – B/C Transition	NA	ND	NA
169	RB-AS2-02					
170	RB-AS2-03					
171	RB-RM4-01	Roofing Material	Roof – D and H	NA	ND	NA
172	RB-RM4-02					
173	RB-RM4-03					
174	RB-RC2-01	Pink Caulk	Roof – H (South Wall)	NA	ND	NA
175	RB-RC2-02					
176	RB-RC2-03					
177	**RB-RM5-01**	**Roofing Material**	**Roof – E**	**NF**	**10% Chry**	**12,200 SF**
178	**RB-RM5-02**					
179	**RB-RM5-03**					
180	**RB-EJ3-01**	**White Expansion Joint**	**Exterior – North A12 (Behind Metal Vertical Seams)**	**NF**	**3% Chry**	**400 LF**
181	**RB-EJ3-02**					
182	**RB-EJ3-03**					
Assumed ACM						
NA	**NA**	**Fire Doors**	**Throughout**	**NA**	**NA**	**25**
NA	**NA**	**Elevator Equipment**	**Elevators**	**NA**	**NA**	**6**

TABLE 1

SUMMARY OF RESULTS FROM LABORATORY ANALYSIS FOR SUSPECT ACM
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

Notes:

Figure Key above corresponds to the sample key table on the figures.

Bolded result indicates detection of ACM greater than or equal to 1%.

Color description of a material may vary between field observation and laboratory description.

Material Location in the format of a letter followed by a number indicates room number—for example, B71 (“B” conveys area, “7” conveys floor number, and “1” conveys room number).

Samples 65-67 are not included in the table as they were not submitted to the laboratory. The samples collected were of a material that should not have been sampled.

[1] AHERA defines ACM as any material or product that contains more than 1% asbestos.

[2] Quantities for non-ACM materials are not required.

[3] EPA defines ACM as greater than 1% asbestos. These materials contain <1% asbestos; therefore, the materials are not regulated for disposal purposes. However, the materials do contain asbestos, if the materials are disturbed, OSHA regulations must be followed, and personal protective equipment must be used.

”	Inches	LF	Linear feet
’	Feet	NA	Not applicable
%	Percent	ND	Not detected
ACM	Asbestos-containing material	SF	Square feet
AHERA	Asbestos Hazard and Emergency Response Act of 1986	TSI	Thermal systems insulation
Chry	Chrysotile		
EPA	U.S. Environmental Protection Agency		
ID	Identification		

7.0 LBP FINDINGS

A summary of screening results for LBP by use of the XRF spectrometer at the subject property building appears in Table 2 below. A bolded result in Table 2 indicates where LBP was detected at a concentration greater than or equal to 1.0 mg/cm^2. Some LBP quantities in Table 2 may be combined to avoid duplicate quantities of commingled materials. Figures 1 through 9 in Appendix A show any positive (greater than or equal to 1.0 mg/cm^2) results for LBP screening.

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
Calibration Blank					0.00/0.00/0.00	NA	NA
Calibration Standard					1.08/1.12/1.12	NA	NA
12	**Blue**	**B71 – South Wall**	**Door Frame**	**Metal**	**1.73**	**Yes**	**12 LF**
13	**Yellow**	**B71 – South Wall**	**Door Frame**	**Metal**	**1.12**	**Yes**	**6 LF**
14	White	B71 – Southwest Corner	Wall Corner	Concrete	0.04	NA	NA
15	White	B71 – Southwest Corner	Wall Corner	Concrete	0.03	No	NA
16	White	B71 – Southwest Corner	Wall Corner	Metal	0.01	No	NA
17	White	B71 – Southwest Corner	Wall Corner	Concrete	0.03	No	NA
18	**Grey**	**B71 – Southwest Corner**	**Breaker Box**	**Metal**	**5.00**	**Yes**	**5 SF**
19	White	B71 – B Wall (West) Windowsill	Windowsill	Concrete	0.01	NA	NA
20	White	B71 – B Wall (West)	Baseboard	Concrete	0.00	NA	NA
21	White	B71 – B Wall (West)	Windowsill	Concrete	0.18	NA	NA
22	White	B71 – B Wall (West)	Baseboard	Concrete	0.06	NA	NA
23	**Grey**	**B71 – B/C Corner (Northeast)**	**Post**	**Metal**	**5.00**	**Yes**	**10 LF**
24	Blue	B71 – C Wall (East)	Post	Metal	0.53	NA	NA
25	**Blue**	**B71 – Center**	**Post**	**Metal**	**5.00**	**Yes**	**60 LF**
26	Black	B71 – Center	Plumbing	Metal	0.09	NA	NA
27	Blue	B71 – A Wall	Door	Metal	0.01	NA	NA
28	White	B73 – A Wall	Windowsill	Concrete	0.00	NA	NA
29	Blue	B73 – A Wall	Wall Guard	Metal	0.00	NA	NA
30	Blue	B73 – A Wall	Post	Metal	0.32	NA	NA
31	Black	B73 – B Wall	Plumbing	Metal	0.05	NA	NA
32	White	B73 – C Wall (North)	Window Trim	Concrete	0.00	NA	NA
33	Clear Glazing	B73 – C Wall	Wall	Block	0.01	NA	NA
34	**Blue**	**B73 – D Wall**	**Door Frame**	**Metal**	**1.70**	**Yes**	**25 LF**
35	Blue	B73 – D Wall	Door	Wood	0.00	NA	NA
36	Blue	B73 – D Wall	Door	Metal	0.05	NA	NA
37	Blue	B73 – C Wall	Wall Rail Guard	Metal	0.66	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
38	Blue	B73 – D Wall	Roof Ladder	Metal	0.05	NA	NA
39	**Grey**	**B74 – A Wall**	**Escape Hatch**	**Metal**	**1.34**	**No**	**10 SF**
40	White	B72 – A Wall	Windowsill	Concrete	0.00	NA	NA
41	**White**	**B72 – Center**	**Post**	**Metal**	**5.00**	**Yes**	**220 LF**
42	Black	B72 – Center	Plumbing	Metal	0.00	NA	NA
43	**Blue**	**Elevator Room**	**Door**	**Metal**	**5.00**	**Yes**	**60 SF**
44	**Grey**	**B72 – C Wall**	**Door**	**Metal**	**5.00**	**Yes**	**60 SF**
45	Blue	Elevator Room	Door Post	Metal	0.19	NA	NA
46	Blue	Elevator Room – B Wall	Wall Guard	Metal	0.00	NA	NA
47	Blue	Elevator Room	Noll Post	Metal	0.53	NA	NA
48	Blue	Elevator Room	Handrail	Metal	0.15	NA	NA
49	Grey	Elevator Room	Stringer	Concrete	0.05	NA	NA
50	Grey	Elevator Room	Steps	Concrete	0.00	NA	NA
51	Blue	Elevator Room	Elevator Doors	Wood	0.00	NA	NA
52	Blue	Elevator Room	Door Trim	Metal	0.81	NA	NA
53	Yellow	Elevator Room	Door Trim	Metal	0.23	NA	NA
54	Grey	C71 – B Wall	Door	Metal	0.84	NA	NA
55	**Grey**	**C71 – B Wall**	**Door**	**Metal**	**1.06**	**Yes**	**80 SF**
56	**Grey**	**C71 – B Wall**	**Door Frame**	**Metal**	**2.79**	**Yes**	**25 SF**
57	**Grey**	**C71 – B Wall**	**Elevator Door Frame**	**Metal**	**2.20**	**Yes**	**50 SF**
58	**Grey**	**C71 – B Wall**	**Elevator Door**	**Metal**	**4.31**	**Yes**	**60 SF**
59	Grey	C72 – A Wall	Door	Metal	0.40	NA	NA
60	Grey	C71 – C Wall	Door	Metal	0.51	NA	NA
61	**Green**	**C72 – A Wall**	**Steel Beam**	**Metal**	**5.00**	**Yes**	**525 LF**
62	Grey	C72 – B Wall	Door Frame	Metal	0.10	NA	NA
63	Grey	C72 – B Wall	Staircase Door	Metal	0.50	NA	NA
64	Red	C73 – Center	Fire Plumbing	Metal	0.32	NA	NA
65	Grey	C73 – A Wall	Door	Metal	0.28	NA	NA
66	**Green**	**C72 – Center**	**Steel Framing**	**Metal**	**5.00**	**Yes**	**525 LF[2]**

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
67	**Green**	**C71 – Center**	**Pipe Wrap**	**Metal**	**1.43**	**Yes**	**232 LF**
68	Grey	C71 – Center	Equipment	Metal	0.08	NA	NA
69	**Green**	**C71 – Center**	**Structural Steel**	**Metal**	**5.00**	**Yes**	**750 LF**
70	Blue	B73 – Center	Post	Metal	0.55	NA	NA
71	**Grey**	**B71 – Ceiling**	**I - Beam**	**Metal**	**5.00**	**Yes**	**250 LF**
72	**Grey**	**B73 – Ceiling**	**I - Beam**	**Metal**	**5.00**	**Yes**	**1,800 LF**
73	**Black**	**B74 – Ceiling**	**I - Beam**	**Metal**	**5.00**	**Yes**	**2,000 LF**
74	**Black**	**B74 – Post**	**Post**	**Metal**	**5.00**	**Yes**	**200 LF**
75	Grey	H71 – Roof Access Room Wall C	Door	Metal	0.77	NA	NA
76	Grey	H71 –B Wall	Door	Metal	0.55	NA	NA
77	**Grey**	**H71 –B Wall**	**Door Frame**	**Metal**	**2.94**	**Yes**	**20 LF**
78	Grey	H71 –C Wall	Door Joist	Metal	0.81	NA	NA
79	**Grey**	**H71 – Roof Access Room**	**Wall**	**Wood**	**5.00**	**Yes**	**120 SF**
80	**Grey**	**H71 – Roof Access Room**	**Fire Piping**	**Metal**	**5.00**	**Yes**	**60 LF**
81	Black	H71 – Roof Access Room	Wall	Blaster	0.00	NA	NA
82	**Green**	**Elevator Room – Ceiling**	**Structural Steel**	**Metal**	**5.00**	**Yes**	**100 LF**
83	**Red**	**B72 – Ceiling**	**Structural Steel**	**Metal**	**5.00**	**Yes**	**1,000 LF**
84	**Grey**	**Restroom – South Wall**	**Door Frame**	**Metal**	**4.10**	**Yes**	**20 LF**
85	Grey	Restroom – South Wall	Door	Metal	0.30	NA	NA
86	**Grey**	**Restroom – South Wall**	**Pipe**	**Metal**	**1.00**	**No**	**10 LF**
87	**Grey**	**Restroom – South Wall**	**Pipe**	**Metal**	**1.00**	**No**	**10 LF[2]**
88	Grey	Restroom – South Wall	Wall Divider	Plaster	0.18	NA	NA
89	Grey	Restroom – South Wall	Wall	Plaster	0.28	NA	NA
90	White	Restroom – South Wall	Wall	Plaster	0.37	NA	NA
91	Grey	Restroom – South Wall	Ceiling	Plaster	0.13	NA	NA
92	**Blue**	**Staircase by Restrooms**	**Door Frame**	**Metal**	**1.04**	**Yes**	**40 LF**
93	**Blue**	**Staircase by Restrooms**	**Door Frame**	**Metal**	**1.17**	**Yes**	**40 LF[2]**
94	Blue	Staircase by Restrooms	Door	Metal	0.82	NA	NA
95	White	Staircase by Restrooms	Windowsill	Concrete	0.00	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
96	Blue	B61	Staircase	Metal	0.00	NA	NA
97	Green	B61 – Steps to Roof	Door Jamb	Metal	0.63	NA	NA
98	White	B61	Column	Concrete	0.00	NA	NA
99	Black	B61	Plumbing Drain	Metal	0.12	NA	NA
100	Blue	B61	Elevator Door	Wood	0.00	NA	NA
101	Blue	B61	Elevator Door Trim	Metal	0.76	NA	NA
102	**Blue**	**B61**	**Elevator Door Trim**	**Metal**	**1.44**	**Yes**	**35 LF**
103	Yellow	B61	Elevator Door Trim	Metal	0.04	NA	NA
104	Blue	B61 – by Elevator	Wall Guard	Metal	0.19	NA	NA
105	Red	B61	Fire Extinguisher Marking	Wood	0.48	NA	NA
106	Blue	B62	Door	Metal	0.03	NA	NA
107	**Blue**	**B62**	**Door Trim**	**Metal**	**4.99**	**Yes**	**60 LF (3 Doors)**
108	White	B62	Baseboard	Concrete	0.00	NA	NA
109	Silver	B62	Ceiling	Concrete	0.00	NA	NA
110	**Blue**	**B63**	**Door Trim**	**Metal**	**5.00**	**Yes**	**20 LF**
111	Blue	B63	Door	Metal	0.00	NA	NA
112	**Grey**	**B64**	**Wall Guard**	**Metal**	**1.81**	**Yes**	**120 LF / 30 SF**
113	**Green**	**B63**	**Door Trim**	**Metal**	**5.00**	**Yes**	**20 LF**
114	**Silver**	**B63 – NE Corner (4D Walls)**	**Door Trim**	**Metal**	**2.04**	**Yes**	**20 LF**
115	**Green**	**C64 Restroom, Women's D Wall**	**Wall**	**Plaster**	**1.24**	**Yes**	**350 SF**
116	White	C64 Restroom, Women's D Wall	Wall	Plaster	0.26	NA	NA
117	Green	C64 Restroom, Women's B Wall	Wall	Plaster	0.77	NA	NA
118	**White**	**C64 Restroom, Women's B Wall**	**Toilet Stool**	**Porcelain**	**5.00**	**No**	**4 Stools, 1 Urinal**
119	Grey	C64 Restroom, Men's	Wall	Plaster	0.22	NA	NA
120	White	C64	Wall	Plaster	0.54	NA	NA
121	Grey	C64 Restroom	Door	Metal	0.36	NA	NA
122	**Green**	**C64 Staircase**	**Door Trim**	**Metal**	**5.00**	**Yes**	**20 LF**
123	**Silver**	**C64 Elevators**	**Door Trim**	**Metal**	**1.26**	**Yes**	**110 LF**
124	Olive Grey	C64 – C Wall	Beam	Wood	0.30	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
125	Grey	C64 – C Wall	Beam	Wood	0.48	NA	NA
126	**White**	**C63 – Center**	**Post**	**Metal**	**2.42**	**Yes**	**150 LF**
127	White	C63 – Center	Wall	Concrete	0.38	NA	NA
128	Grey	C63 –A Wall	I Beam	Metal	0.24	NA	NA
129	**Grey**	**C63 – Ceiling**	**I Beam**	**Metal**	**1.28**	**Yes**	**400 LF**
130	Blue	C63 –A Wall	Door	Metal	0.51	NA	NA
131	**Blue**	**C63 –A Wall**	**Door Trim**	**Metal**	**1.47**	**Yes**	**80 LF (3 Doors)**
132	White	C61	Post	Concrete	0.58	NA	NA
133	Blue	C61	Door Trim	Metal	0.75	NA	NA
134	**Blue**	**C61 – D Wall**	**Door**	**Metal**	**1.12**	**Yes**	**24 SF (1 Door)**
135	Red	C61 – D Wall	Fire Pipe	Metal	0.66	NA	NA
136	Blue	C61 – A Wall	Door Frame	Metal	0.66	NA	NA
137	Blue	C61 – A Wall	Door	Metal	0.07	NA	NA
138	**Blue**	**C61 – A Wall**	**Door**	**Metal**	**2.00**	**Yes**	**11 SF (4 Doors)**
139	White	C62 - D Wall	Post	Plaster	0.51	NA	NA
140	Blue	C62 – A Wall	Window Frame	Metal	0.70	NA	NA
141	Blue	C62 – A Wall	Window Frame	Metal	0.24	NA	NA
142	White	C62 – A Wall	Wall Trim	Metal	0.01	NA	NA
Calibration Blank					0.00/0.00/0.00	NA	NA
Calibration Standard					1.08/1.10/1.07	NA	NA
Calibration Blank					0.00/0.00/0.00	NA	NA
Calibration Standard					1.17/1.13/1.12	NA	NA
155	Grey	E51 – D Wall	Door Frame	Metal	0.26	NA	NA
156	Red	E51 – B Wall	Wall Guard	Metal	0.03	NA	NA
157	Red	E51	Fire Pipe Stand	Metal	0.41	NA	NA
158	White	E51	Column	Concrete	0.00	NA	NA
159	Orange	E51	Elevator Door	Metal	0.00	NA	NA
160	Grey	B65 – Men's Restroom	Door	Metal	0.14	NA	NA
161	Grey	B65 – Men's Restroom	Column	Concrete	0.24	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
162	Grey	B65 – Men's Restroom	Drainpipe	Metal	0.13	NA	NA
163	White	B65 – Men's Restroom	Column	Concrete	0.26	NA	NA
164	White	B65 – Men's Restroom	Standpipe	Metal	0.10	NA	NA
165	Grey	B65 – Men's Restroom	Stall Divider	Plaster	0.19	NA	NA
166	Grey	B65	Door Trim	Metal	0.53	NA	NA
167	Green	B65 – Women's Restroom	Door	Metal	0.50	NA	NA
168	**Green**	**B65 – Women's Restroom**	**Door Trim**	**Metal**	**5.00**	**Yes**	**40 LF**
169	Green	B65 – Women's Restroom	Column	Concrete	0.54	NA	NA
170	Green	B65 – Women's Restroom	Stall Dividers	Wood	0.75	NA	NA
171	**Black**	**B65 – Women's Restroom**	**Pipe**	**Metal**	**1.03**	**Yes**	**15 LF**
172	Black	B65 – Women's Restroom	Pipe	Metal	0.59	NA	NA
173	Dark Green	B65 – Women's Restroom	Pipe	Metal	0.61	NA	NA
174	**Red**	**B65 – Center**	**Fire Pipe**	**Metal**	**1.56**	**Yes**	**200 LF**
175	Red	H61 – Center	Fire Pipe	Metal	0.87	NA	NA
176	Red	H61 – Center	Fire Pipe	Metal	0.64	NA	NA
177	**Red**	**F61 – C Wall**	**Fire Pipe**	**Metal**	**4.00**	**No**	**650 LF**
178	**Red**	**F61**	**Door Frame**	**Metal**	**5.00**	**No**	**20 LF**
179	Grey	D61/H61 Connector	Elevator Door	Wood	0.05	NA	NA
180	Grey	D61/H61 Connector	Elevator Door Frame	Metal	0.83	NA	NA
181	Green	F61 – Center	I-Beam	Metal	0.38	NA	NA
182	Green	F61 – Center	Piping	Metal	0.61	NA	NA
183	Grey	F61 – Center	Electrical Box	Metal	0.04	NA	NA
184	Orange	F61 – Southwest Corner B Wall	Elevator Door	Metal	0.00	NA	NA
185	**Grey**	**F61 – Southwest Corner**	**Elevator Door Frame**	**Metal**	**5.00**	**Yes**	**20 LF**
186	**Grey**	**F61 – Southwest Corner**	**Door and Door Trim**	**Metal**	**1.00**	**Yes**	**20 LF[2]**
187	**Grey**	**F61**	**Door and Door Trim**	**Metal**	**1.27**	**Yes**	**20 SF**
188	**Green**	**E61**	**Ceiling**	**Metal**	**4.48**	**Yes**	**4,000 LF**
189	**Red**	**E61 – C Wall**	**Sprinkler**	**Metal**	**4.48**	**Yes**	**115 LF**
Calibration Blank					0.00/0.00/0.00	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
Calibration Standard					1.11/1.14/1.17	NA	NA
Calibration Blank					0.00/0.00/0.00	NA	NA
Calibration Standard					1.18/1.12/1.12	NA	NA
214	White	B51 – B Wall	Wall	CMU	0.00	NA	NA
215	White	B51 – D Wall	Column	Concrete	0.09	NA	NA
216	**Blue**	**B51 – D Wall**	**Door Trim**	**Metal**	**4.36**	**No**	**160 LF**
217	**Blue**	**B51 – D Wall**	**Door**	**Metal**	**1.08**	**Yes**	**160 LF**
218	**Blue**	**B51 – C Wall**	**Elevator Door Trim**	**Metal**	**1.37**	**Yes**	**60 LF (3 Doors)**
219	Blue	B51 – C Wall	Elevator Door	Wood	0.00	NA	NA
220	Red	B51 – C Wall	Fire Extinguisher Panel	Wood	0.63	NA	NA
221	**Blue**	**B55 – A Wall**	**Door**	**Metal**	**1.26**	**Yes**	**160 SF (4 Doors)**
222	**Blue**	**B55 – A Wall**	**Door Trim**	**Metal**	**5.00**	**Yes**	**100 LF (8 Door Frames)**
223	Grey	B55 – A Wall	Door Jamb	Metal	0.72	NA	NA
224	White	B55 – D Wall	Baseboard	Concrete	0.00	NA	NA
225	Blue	B55 – B Wall	Rail Guard	Metal	0.83	NA	NA
226	Blue	B55 – B Wall	Rail Guard	Metal	0.79	NA	NA
227	**Blue**	**B53**	**Door Frame**	**Metal**	**1.80**	**No**	**40 LF**
228	Blue	B53	Door	Metal	0.64	NA	NA
229	Blue	B53 – A Wall	Wall	Metal	0.03	NA	NA
230	**Grey**	**B53 – C Wall**	**Door Frame**	**Metal**	**5.00**	**Yes**	**40 LF**
231	**Grey**	**B53 – B Wall**	**Door Braces**	**Metal**	**2.04**	**Yes**	**10 LF**
232	Silver	B53 – Center	Ceiling	Foam	0.00	NA	NA
233	Blue	B54 – D Wall	Rail Guard	Metal	0.65	NA	NA
234	**Olive**	**B54 – D Wall**	**Door**	**Metal**	**1.25**	**Yes**	**20 SF**
235	**Grey**	**B54 – D Wall**	**Door Frame**	**Metal**	**5.00**	**Yes**	**20 LF**
236	Blue	B54 – C Wall	Door Jamb	Metal	0.09	NA	NA
237	**Blue**	**B52 – C Wall**	**Door Trim**	**Metal**	**5.00**	**Yes**	**40 LF**
238	Blue	B52 – C Wall	Door	Metal	0.03	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
239	**Grey**	**B52 – D Wall**	**Door Trim**	**Metal**	**5.00**	**Yes**	**27 LF**
240	Green	B52 – Center	Column	Concrete	0.26	NA	NA
241	White	B52 – Center	Column	Concrete	0.08	NA	NA
242	Grey	B56 – C Wall	Drainpipe	Metal	0.07	NA	NA
243	**Grey**	**B56 – C Wall**	**Door Frame**	**Metal**	**1.00**	**Yes**	**15 LF**
244	**Grey**	**Elevator Room – B56 – C Wall**	**Door Frame**	**Metal**	**5.00**	**Yes**	**15 LF[2]**
245	Grey	Elevator Room – B56 – A Wall	Elevator Door Trim	Metal	0.71	NA	NA
246	White	Elevator Room – B56 – C Wall	Wall	Plaster	0.00	NA	NA
247	Grey	Elevator Room – B56 – D Wall	Door	Wood	0.02	NA	NA
248	Green	C51 – Women's Restroom – D Wall	Wall	Plaster	0.73	NA	NA
249	Green	C51 – Women's Restroom – C Wall	Door	Metal	0.34	NA	NA
250	**Green**	**C51 – Women's Restroom – C Wall**	**Door Trim**	**Metal**	**2.26**	**Yes**	**40 LF**
251	White	C51 – Women's Restroom – D Wall	Wall	Plaster	0.22	NA	NA
252	**White**	**C51 – Women's Restroom**	**Toilet Stool**	**Ceramic**	**5.00**	**Yes**	**4 Stools / 1 Urinal**
253	Grey	C51 – Men's Restroom	Door	Metal	0.00	NA	NA
254	**Grey**	**C51 – Men's Restroom**	**Door Trim**	**Metal**	**1.59**	**Yes**	**40 LF**
255	Grey	C51 – Men's Restroom – B Wall	Wall	Plaster	0.33	NA	NA
256	White	C51 – Men's Restroom – B Wall	Wall	Plaster	0.51	NA	NA
257	Red	C51 – A Wall	Pipe	Metal	0.63	NA	NA
258	Green	C51	Pipe Bracket	Metal	0.54	NA	NA
259	Grey	C51 – D Wall	Elevator Trim	Metal	0.37	NA	NA
260	Grey	C51 – D Wall	Wall	Concrete	0.71	NA	NA
261	**Grey**	**C51 – B Wall**	**Door**	**Metal**	**4.29**	**Yes**	**160 SF**
262	**Grey**	**C51 – B Wall**	**Door Trim**	**Metal**	**5.00**	**Yes**	**120 LF**
263	Grey	C51 – B Wall	Wall Trim/Guard	Metal	0.66	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
264	**Grey**	**F61 – D Wall**	**Door Trim**	**Metal**	**5.00**	**Yes**	**60 LF**
265	Grey	F61 – D Wall	Door	Metal	0.88	NA	NA
266	Grey	F61 – D Wall	Door	Metal	0.37	NA	NA
267	Green	F51 – D Wall	Door	Wood	0.02	NA	NA
268	Red	F51 – Center	Fire Pipe	Metal	0.04	NA	NA
269	Red	G51 – Center	Fire Pipe	Metal	0.02	NA	NA
270	Grey	G51 – Center	Elevator Door Frame	Metal	0.05	NA	NA
271	**Blue**	**G41 – B Wall**	**Door Trim**	**Metal**	**5.00**	**Yes**	**40 LF**
272	Blue	G41 – B Wall	Door	Metal	0.36	NA	NA
273	Yellow	G41 – D Wall	Door Trim	Metal	0.00	NA	NA
274	Blue	G41 – B Wall	Door Trim	Metal	0.02	NA	NA
275	**Blue**	**G41 – B Wall**	**Door**	**Metal**	**1.00**	**No**	**20 SF**
276	Blue	G41 – B Wall	Door	Metal	0.09	NA	NA
277	White	G41	Wall	Plaster	0.00	NA	NA
278	Blue	G41 – A Wall	Door	Wood	0.00	NA	NA
279	**Green**	**G41 – Center**	**Piping**	**Metal**	**1.17**	**No**	**80 LF**
280	**Green**	**G41 – Center**	**Piping**	**Metal**	**1.00**	**No**	**80 LF[2]**
281	Blue	G41 – D Wall	Piping	Metal	0.31	NA	NA
282	Red	G42	Fire Pipe	Metal	0.39	NA	NA
283	White	F42 – A Wall	Guard Pipe	Metal	0.01	NA	NA
284	White	F42 – Center	Column	Metal	0.53	NA	NA
285	Blue	F42 – C Wall	Door Frame	Metal	0.25	NA	NA
286	Blue	F42 – C Wall	Door	Metal	0.87	NA	NA
287	Blue	F42 – C Wall	Door	Metal	0.74	NA	NA
288	Blue	F41 – D Wall	Door	Metal	0.02	NA	NA
289	White	F41 – Center	Column	Concrete	0.53	NA	NA
290	Blue	F41 – Center	Column	Concrete	0.60	NA	NA
291	**Blue**	**Elevator Room – A43**	**Door Frame**	**Metal**	**5.00**	**No**	**40 LF (2 Doors)**
292	**Blue**	**Elevator Room – A43**	**Door Frame**	**Metal**	**5.00**	**No**	**40 LF[2]**

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
293	Grey	Elevator Room	Elevator Door	Metal	0.00	NA	NA
294	Yellow	Elevator Room	Post	Wood	0.00	NA	NA
295	White	Elevator Room – D Wall	Wall	Plaster	0.00	NA	NA
296	White	Elevator Room – D Wall	Post	Wood	0.00	NA	NA
297	Red	Elevator Room – D Wall	Fire Piping	Metal	0.12	NA	NA
298	Blue	Elevator Room – D Wall	Piping	Metal	0.00	NA	NA
299	Blue	A43 – C Wall	Door	Wood	0.00	NA	NA
300	Blue	A43 – C Wall	Door Frame	Wood	0.00	NA	NA
301	Yellow	A41 – D Wall	Door Trim	Wood	0.00	NA	NA
302	Yellow	A41 – D Wall	Guard Rail	Metal	0.13	NA	NA
303	Red	A41 – D Wall	Fire Pipe	Metal	0.25	NA	NA
304	Yellow	A41 – Center	Post	Wood	0.00	NA	NA
305	White	A41 – Center	Post	Wood	0.00	NA	NA
306	White	A42 – C Wall	Door Trim	Wood	0.00	NA	NA
307	White	A42 – C Wall	Door	Wood	0.00	NA	NA
308	**Yellow**	**A42 – C Wall**	**Guard Rail Ammonia Tank**	**Metal**	**3.89**	**No**	**550 LF**
309	Yellow	A42 – C Wall	Guard Rail Ammonia Tank	Metal	0.76	NA	NA
310	Grey	A42 – C Wall	Ammonia Piping	Metal	0.00	NA	NA
311	Red	A42 – C Wall	Ammonia Valves	Metal	0.00	NA	NA
312	Blue	B41 – B Wall	Door Trim	Metal	0.05	NA	NA
313	Blue	B41 – B Wall	Door	Metal	0.00	NA	NA
314	Yellow	B41	Door Trim	Metal	0.06	NA	NA
315	White	B41 – B Wall	Block Wall	Metal	0.00	NA	NA
316	Blue	B41 – Elevator C Wall	Elevator Door Trim	Metal	0.59	NA	NA
317	White	B41 – Elevator C Wall	Door	Wood	0.00	NA	NA
318	White	B41 – Center	Ceiling	PVC	0.00	NA	NA
319	**Blue**	**B41 – C Wall**	**Door Frame**	**Metal**	**1.69**	**No**	**40 LF**

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
320	**Blue**	**B41 – C Wall**	**Door**	**Metal**	**1.34**	**No**	**64 SF**
321	Black	B41 – Restroom	Drainpipe	Metal	0.00	NA	NA
322	Grey	B41 – Restroom	Floor	Concrete	0.00	NA	NA
323	**Blue**	**B41 – Restroom**	**Door Frame**	**Metal**	**5.00**	**No**	**40 LF**
324	Blue	B41 – Restroom	Door	Metal	0.70	NA	NA
325	White	B41 – C Wall	Pillar	Concrete	0.43	NA	NA
326	Blue	B41 – D Wall	Wall	CMU	0.00	NA	NA
327	White	B42 – B Wall	Pillar	Concrete	0.06	NA	NA
328	Yellow	B42 – B Wall	Bollard	Metal	0.00	NA	NA
329	Yellow	B42 – Center Tank	Guard Pipe	Metal	0.19	NA	NA
330	White	B42 – Center Tank	Piping	Metal	0.02	NA	NA
331	White	B42 – C Wall	Support	Concrete	0.13	NA	NA
332	Blue	B42 – D Wall	Door Frame	Metal	0.20	NA	NA
333	**Orange**	**B42 – D Wall**	**Door Frame Trim**	**Metal**	**3.20**	**Yes**	**20 LF**
334	Baby Blue	B42 – D Wall	Door	Wood	0.00	NA	NA
335	Blue	B42 – D Wall	Guard Rail	Metal	0.00	NA	NA
336	**Blue**	**C41 – B Wall**	**Door Frame**	**Metal**	**4.30**	**Yes**	**60 LF (3 Doors)**
337	Blue	C41 – B Wall	Door	Metal	0.03	NA	NA
338	Blue	C41 – Center	Post	Metal	0.00	NA	NA
339	**Blue**	**C41 – Center**	**I-Beam**	**Metal**	**1.34**	**No**	**80 LF**
340	Blue	C41 – B Wall	Guard Rail	Metal	0.02	NA	NA
341	Blue	C41 – D Wall	Electrical Box	Metal	0.02	NA	NA
342	White	C41 – C Wall	Wall	CMU	0.00	NA	NA
344	**Blue**	**C42 – D Wall**	**Door**	**Metal**	**1.12**	**No**	**20 SF**
345	**Blue**	**C42 – D Wall**	**Door**	**Metal**	**1.17**	**No**	**20 SF[2]**
346	Blue	C42 – D Wall	Door Frame	Metal	0.13	NA	NA
347	Blue	C42 – D Wall	Door Frame	Metal	0.03	NA	NA
348	Blue	C42 – B Wall	Guarding	Metal	0.82	NA	NA
349	Blue	C42	Guarding	Metal	0.53	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
350	**Grey**	**H41**	**Door Frame**	**Metal**	**2.15**	**NA**	**25 LF**
351	Grey	H41 – Elevator Room	Door Frame	Metal	0.07	NA	NA
352	**Grey**	**H41 – Staircase**	**Door Frame**	**Wood**	**1.69**	**Yes**	**20 LF**
353	**Grey**	**H41 – Staircase**	**Door Frame**	**Metal**	**5.00**	**Yes**	**20 LF**
354	Grey	H41 – Staircase	Door Frame	Metal	0.02	NA	NA
Calibration Blanks					0.00/0.00/0.00	NA	NA
Calibration Standard					1.10/1.09/1.16	NA	NA
Calibration Blanks					0.00/0.00/0.00	NA	NA
Calibration Standard					1.15/1.12/1.10	NA	NA
367	Blue	Elevator Room Outside F41 – B Wall	Door Trim	Metal	0.06	NA	NA
368	Blue	Elevator Room Outside F41 – B Wall	Door	Metal	0.00	NA	NA
369	Dark Green	Elevator Room – A Wall	Door Trim	Metal	0.25	NA	NA
370	Grey	Elevator Room – A Wall	Piping	Metal	0.19	NA	NA
371	**Grey**	**Elevator Room – D Wall**	**Door Jamb**	**Metal**	**2.01**	**No**	**20 LF**
372	Red	D41 – Hall	Floor	Concrete	0.00	NA	NA
373	Red	D41 – Hallway	Overhead Conveyer	Metal	0.40	NA	NA
374	Grey	E41 – A-D Wall Corner	Door	Metal	0.85	NA	NA
375	White	E41 – A Wall	Piping	Metal	0.45	NA	NA
376	Blue	E41 – A Wall	Pipe	Metal	0.62	NA	NA
377	White	E41 – Center	Rafter	Wood	0.51	NA	NA
378	Grey	E41 – A Wall	Door	Metal	0.35	NA	NA
379	Grey	E41 – B Wall	Door Frame	Metal	0.10	NA	NA
380	Blue	Elevator Room by F31	Door Frame	Metal	0.01	NA	NA
381	Blue	Elevator Room by F31	Door	Metal	0.05	NA	NA
382	White	Elevator Room by F31	Pipe	Metal	0.00	NA	NA
383	White	Elevator Room by F31	Concrete	Wall	0.00	NA	NA
384	Yellow	Elevator Room by F31	Door Trim	Metal	0.01	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
385	Yellow	E31 – Center	Column	Concrete	0.00	NA	NA
386	Off-White	E31 – Center	Column	Concrete	0.02	NA	NA
387	White	E31 – Center	Column	Concrete	0.01	NA	NA
388	White	E31 – Center	Ceiling	Concrete	0.00	NA	NA
389	White	D31 – A Wall	Tile Wall	Tile	0.01	NA	NA
390	White	D31 – A Wall	Door Frame	Metal	0.31	NA	NA
391	White	D31 – A Wall	Pilar	Concrete	0.04	NA	NA
392	**Green**	**D32 – D Wall**	**I-Beam**	**Metal**	**4.69**	**Yes**	**100 LF**
393	White	D32 – A Wall	Wall	Concrete	0.00	NA	NA
394	Blue	D32 – A Wall	Door Frame	Metal	0.20	NA	NA
395	Yellow	D32 – A Wall	Door Frame	Metal	0.00	NA	NA
396	Blue	D32 – A Wall	Door	Metal	0.40	NA	NA
397	**Yellow**	**C33 – B Wall**	**Pipe**	**Metal**	**5.00**	**Yes**	**30 LF**
398	Light Blue	C33 – Center	Door Frame	Metal	0.00	NA	NA
399	Dark Blue	C33 – Center	Door Frame	Metal	0.00	NA	NA
400	Blue	C33 – Staircase	Door Frame	Metal	0.31	NA	NA
401	**Blue**	**C31 – Staircase**	**Door**	**Metal**	**2.06**	**No**	**50 SF**
402	White	C31 – C Wall	Column	Concrete	0.34	NA	NA
403	Blue	C31	Piping	Metal	0.49	NA	NA
404	Blue	D32 – Center	Door Frame	Metal	0.35	NA	NA
405	White	D32 – Center	Pillar	Concrete	0.00	NA	NA
406	Blue	D32 – Center	Framing	Metal	0.00	NA	NA
407	Teal	D32 – Center	Piping	TSI	0.10	NA	NA
408	Yellow	D32 – A Wall	Guarding	Metal	0.62	NA	NA
409	White	B31 – C Wall	Pipe	Metal	0.15	NA	NA
410	**Blue**	**B31 – C Wall Elevator**	**Door Frame**	**Block**	**2.42**	**Yes**	**40 LF**
411	Blue	B31 – C Wall Elevator	Door	Wood	0.00	NA	NA
412	**Blue**	**B31 – C Wall**	**Door Frame**	**Metal**	**1.00**	**No**	**29 LF**
413	**Blue**	**B31 – C Wall**	**Door Frame**	**Metal**	**1.01**	**No**	**29 LF[2]**

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
414	Blue	B31 – C Wall	Door	Metal	0.00	NA	NA
415	Red	B31 – B Wall	Fan Wall	Metal	0.32	NA	NA
416	Red	B31 – B Wall	Guard	Metal	0.05	NA	NA
417	**Blue**	**B31 – Restroom**	**Door Frame**	**Metal**	**5.00**	**NA**	**80 SF**
418	Blue	B31 – Restroom	Door	Metal	0.53	NA	NA
419	Blue	B31 – Restroom	Floor	Concrete	0.30	NA	NA
420	White	B31 – Restroom	Urinal	Porcelain	0.01	NA	NA
421	White	B31 – Restroom	Toilet Stool	Porcelain	0.00	NA	NA
422	Grey	H31 – C Wall	Door	Metal	0.33	NA	NA
423	White	H31 – Center	Ceiling	Cork	0.00	NA	NA
424	Yellow	H31 – C Wall	Guard Rail	Metal	0.00	NA	NA
425	Blue	G31 – C Wall	Door Trim	Metal	0.00	NA	NA
426	Blue	G31 – C Wall	Door	Metal	0.46	NA	NA
427	Blue	G31 – B Wall	Door	Metal	0.01	NA	NA
428	Blue	G31 – B Wall	Door Trim	Metal	0.18	NA	NA
429	White	G31 – B Wall	Door	Wood	0.00	NA	NA
430	White	G31 – B Wall	Door Trim	Metal	0.00	NA	NA
431	White	G31 – Center	Column	Concrete	0.00	NA	NA
432	**Blue**	**G31 – D Wall**	**Door Trim**	**Metal**	**4.01**	**Yes**	**40 LF**
433	Blue	G31 – D Wall	Door	Metal	0.00	NA	NA
434	**Blue**	**G31 – D Wall**	**Elevator Door Trim**	**Metal**	**1.13**	**Yes**	**50 LF**
435	Blue	G31 – D Wall	Doors	Metal	0.00	NA	NA
436	White	F31 – B Wall	Door	Metal	0.00	NA	NA
437	White	F31 – B Wall	Door Frame	Metal	0.00	NA	NA
438	White	F31 – B Wall	Wall	Concrete	0.00	NA	NA
439	Blue	F31 – D Wall	Door	Metal	0.01	NA	NA
440	Blue	F31 – D Wall	Door Frame	Metal	0.00	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
Calibration Blank					0.00/0.00/0.00	NA	NA
Calibration Standard					1.16/1.17/1.13	NA	NA
447	White	A34 – A Wall	Door Frame	Metal	0.00	NA	NA
448	White	A34 – A Wall	I-Beam	Metal	0.00	NA	NA
449	White	A34 – A Wall	Paneling	Metal	0.00	NA	NA
450	Yellow	A34 – C Wall	Wash Station	Metal	0.34	NA	NA
451	Blue	A34 – A Wall	Door Trim	Metal	0.07	NA	NA
452	Blue	A34 – A Wall	Door	Metal	0.49	NA	NA
453	Red	A36 – A Wall	Door Frame	Metal	0.00	NA	NA
454	Blue	A32 – Center	Guard Rail	Metal	0.89	NA	NA
455	Blue	A32 – D Wall	Door Trim	Metal	0.06	NA	NA
456	Blue	A32 – D Wall	Door	Metal	0.69	NA	NA
457	White	A32 – Center	Column	Concrete	0.00	NA	NA
458	Blue	A31 – C Wall	Door	Metal	0.03	NA	NA
459	Blue	A31 – C Wall	Door Frame	Metal	0.00	NA	NA
Calibration Blank					0.00/0.00/0.00	NA	NA
Calibration Standard					1.13/1.09/1.12	NA	NA
Calibration Blank					0.00/0.00/0.00	NA	NA
Calibration Standard					1.14/1.15/1.14	NA	NA
475	Blue	Elevator Room Near BB1	Elevator Door Frame	Metal	0.07	NA	NA
476	Blue	Elevator Room Near BB1	Elevator Door	Wood	0.00	NA	NA
477	White	Elevator Room Near BB1 – C Wall	Wall	Concrete	0.00	NA	NA
478	**Blue**	**Elevator Room Near BB1 – C Wall**	**Door**	**Metal**	**2.14**	**No**	**100 LF (5 Doors)**
479	**Blue**	**Elevator Room Near BB1 – C Wall**	**Door Frame**	**Metal**	**1.32**	**No**	**20 SF (1 Door)**
480	Blue	Wall Guard – C Wall	Guard Rail	Metal	0.50	NA	NA
481	White	BB1 – Guard – A Wall	Wall	Concrete	0.00	NA	NA
482	**Blue**	**BB1 – A Wall**	**Guard Rail**	**Metal**	**2.13**	**No**	**200 LF**

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
483	White	BB1 – Center	Column	Concrete	0.00	NA	NA
484	White	CB1 – B Wall	Door Frame	Metal	0.09	NA	NA
485	Blue	CB1 – D Wall	Door Frame	Metal	0.39	NA	NA
486	**Blue**	**CB1 – D Wall**	**Door**	**Metal**	**3.32**	**Yes**	**80 LF (4 Doors)**
487	Grey	CB1 – D Wall	Door Trim	Metal	0.38	NA	NA
488	Red	CB1 – Center	Door	Wood	0.22	NA	NA
489	Orange	CB1 – Center	Piping	Metal	0.16	NA	NA
490	White	CB1 – Elevator Room – D Wall	Wall	Concrete	0.00	NA	NA
491	Green	CB1 – Elevator Room – A Wall	Door Trim	Metal	0.36	NA	NA
492	White	DB1 – C Wall	Door Trim	Metal	0.00	NA	NA
493	White	DB1 – C Wall	Door	Metal	0.00	NA	NA
494	White	DB1 – Center	Column	Concrete	0.00	NA	NA
495	Yellow	DB1 – A Wall	Bollard	Metal	0.59	NA	NA
496	White	EB1 – Center	Column	Concrete	0.00	NA	NA
497	White	EB1 – D Wall	Door Frame	Metal	0.00	NA	NA
498	White	EB1 – D Wall	Door	Metal	0.00	NA	NA
499	White	FB1 – Center	Column	Metal	0.00	NA	NA
500	**Yellow**	**FB1 – B Wall**	**Guard Rail**	**Metal**	**1.00**	**No**	**10 LF**
501	**Yellow**	**FB1 – B Wall**	**Guard Rail**	**Metal**	**1.00**	**No**	**10 LF[2]**
502	**Grey**	**FB3 – D Wall**	**Door Frame**	**Metal**	**1.00**	**No**	**20 LF**
503	Grey	FB3 – D Wall	Door Frame	Metal	0.00	NA	NA
504	Grey	FB3 – D Wall	Door	Metal	0.32	NA	NA
505	**Yellow**	**FB3 – C Wall**	**Piping**	**Metal**	**5.00**	**Yes**	**20 LF**
506	Green	FB3 – C Wall	Piping	Metal	0.66	NA	NA
507	Grey	FB3 – B Wall	Window Sash	Wood	0.26	NA	NA
508	White	GB1 – B Wall	Wall	Concrete	0.00	NA	NA
509	White	GB1 – Center	Ceiling	Concrete	0.01	NA	NA
510	Blue	GB1 – B Wall	Door Frame	Metal	0.37	NA	NA
511	Blue	GB1 – B Wall	Door	Metal	0.82	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
512	Blue	HB1 – A Wall	Door Frame	Metal	0.00	NA	NA
513	Blue	HB1 – A Wall	Door	Metal	0.03	NA	NA
514	White	HB1 – Center	Column	Concrete	0.00	NA	NA
515	Yellow	HB1 – B Wall	Guard	Metal	0.64	NA	NA
516	Blue	HB1 – B Wall	Equipment Stand	Metal	0.50	NA	NA
517	**Grey**	**HB1 – Elevator Room – D Wall**	**Door Frame**	**Metal**	**4.76**	**Yes**	**20 LF**
518	Grey	HB1 – A Wall	Wall	Wood	0.01	NA	NA
519	Blue	AB1 – D Wall	Door Frame	Metal	0.36	NA	NA
520	Blue	AB1 – D Wall	Door	Wood	0.00	NA	NA
521	White	AB1 – Center	Column	Concrete	0.48	NA	NA
522	Yellow	AB1 – D Wall	Door Frame	Metal	0.00	NA	NA
523	Blue	AB1 – A Wall	Handrail	Metal	0.28	NA	NA
524	Red	AB1 – D Wall	Door Frame	Metal	0.02	NA	NA
525	Red	AB1 – D Wall	Door	Wood	0.54	NA	NA
526	Blue	AB1 – C Wall	Door Frame	Metal	0.20	NA	NA
527	Blue	AB1 – C Wall	Door	Metal	0.02	NA	NA
528	**Yellow**	**AB1 – Center**	**Pipe**	**Metal**	**2.85**	**No**	**200 LF**
530	Blue	AB1 – Center Stairs	Knoll Post	Metal	0.00	NA	NA
531	Grey	AB1 – Center Stairs	String	Metal	0.01	NA	NA
532	Brown	AB1 – C Wall	Closet Wall	Wood	0.00	NA	NA
533	**Blue**	**AB2 – B Wall**	**Door Frame**	**Metal**	**2.09**	**Yes**	**110 LF**
534	Blue	AB2 – B Wall	Door	Wood	0.00	NA	NA
535	Blue	AB2 – Center	Guard Rail	Metal	0.00	NA	NA
536	White	AB2 – C Wall	Wall	Block	0.00	NA	NA
537	Blue	AB3 – A Wall	Door Frame	Metal	0.14	NA	NA
538	Blue	AB3 – A Wall	Door	Metal	0.02	NA	NA
539	Blue	AB3 – A Wall	Guard Rail	Metal	0.61	NA	NA
540	**Blue**	**AB4 – D Wall**	**Door Frame**	**Metal**	**1.49**	**No**	**20 LF**
541	Blue	AB4 – D Wall	Door	Wood	0.00	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
542	Blue	AB4 – D Wall	Guard Rail	Metal	0.41	NA	NA
543	Grey	AB4 – D Wall	Tank	Concrete	0.03	NA	NA
544	Blue	AB4 – D Wall	Piping	Metal	0.00	NA	NA
545	Blue	AB1 – Restroom – C Wall	Door Frame	Metal	0.19	NA	NA
546	Blue	AB1 – Restroom – C Wall	Door	Metal	0.12	NA	NA
547	Blue	AB1 – Restroom – C Wall	Wall	Concrete	0.00	NA	NA
548	White	AB1 – Restroom – C Wall	Wall	Block	0.00	NA	NA
549	White	AB1 – Restroom – C Wall	Sink	Porcelain	0.02	NA	NA
550	White	AB1 – Restroom – Center	Ceiling	Plaster	0.00	NA	NA
551	White	AB1 – Restroom – D Wall	Window	Wood	0.04	NA	NA
552	Blue	AB1 – Restroom – D Wall	Toilet Stool	Porcelain	0.02	NA	NA
553	Blue	Lunchroom – Center	Door Trim	Wood	0.00	NA	NA
554	Light Blue	Lunchroom – Center	Wall	Drywall	0.00	NA	NA
555	Dark Blue	Lunchroom – Center	Wall	Drywall	0.00	NA	NA
556	**Light Blue**	**Lunchroom – Center**	**I Beam**	**Metal**	**3.52**	**No**	**10 LF**
557	White	Lunchroom – Center	Ceiling	Drywall	0.00	NA	NA
558	Blue	A13 – Dock	Door Frame	Metal	0.02	NA	NA
559	Blue	A13 – Dock	Door	Metal	0.00	NA	NA
560	Yellow	A13 – Dock – C Wall	Guard Rail	Metal	0.00	NA	NA
561	White	A13 – Dock – B Wall	Base Trim	Concrete	0.00	NA	NA
562	**Yellow**	**A13 – Dock – B Wall**	**Door Frame**	**Metal**	**2.34**	**Yes**	**250 LF**
563	Yellow	A13 – D Wall	Guard Rail	Metal	0.00	NA	NA
564	White	A13 – A Wall	Wall	Concrete	0.00	NA	NA
565	**Brown**	**A13 – C Wall**	**Door Frame**	**Metal**	**3.86**	**No**	**40 LF**
566	Brown	A13 – C Wall	Door	Wood	0.00	NA	NA
567	**White**	**A14 – D Wall**	**I Beam**	**Metal**	**5.00**	**No**	**150 LF**
568	**Yellow**	**A14 – C Wall**	**Post**	**Metal**	**5.00**	**No**	**370 LF**
569	**Blue**	**Elevator Room near A11**	**Door Frame**	**Metal**	**2.95**	**Yes**	**50 LF**
570	Blue	Elevator Room near A11	Door	Wood	0.00	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
571	**Yellow**	**Elevator Room near A11**	**Guard Rail**	**Metal**	**5.00**	**Yes**	**68 LF**
572	**Blue**	**A11 – A Wall**	**Door Frame**	**Metal**	**5.00**	**Yes**	**160 LF**
573	**Blue**	**A11 – A Wall**	**Door**	**Metal**	**1.81**	**Yes**	**100 SF**
574	Grey	A11 – Center	Pipe	Metal	0.01	NA	NA
575	Yellow	A11 – A Wall	Guard Rail	Metal	0.00	NA	NA
576	**White**	**A11 – C Wall**	**Corner Guard**	**Metal**	**5.00**	**Yes**	**60 LF**
577	Red	A11 – D Wall	Pipe	Metal	0.56	NA	NA
578	**Yellow**	**A11 – D Wall**	**Pipe**	**Metal**	**2.36**	**Yes**	**40 LF**
579	Blue	A12 – B Wall	Door Frame	Metal	0.22	NA	NA
580	Blue	A12 – B Wall	Door	Metal	0.15	NA	NA
581	Black	A12 – B Wall	Ceiling	Cork	0.00	NA	NA
582	Blue	A12 – D Wall	Guard Rail	Metal	0.21	NA	NA
583	White	G11 – Center	Column	Concrete	0.00	NA	NA
584	Yellow	G11 – D Wall	Pipe	Metal	0.08	NA	NA
585	White	G11 – B Wall	Door Frame	Metal	0.29	NA	NA
586	White	G11 – B Wall	Door	Metal	0.91	NA	NA
587	**White**	**G11 – B Wall**	**Door**	**Metal**	**2.16**	**No**	**30 SF**
588	Blue	G11 – B Wall	Door Frame	Metal	0.03	NA	NA
589	Blue	G11 – B Wall	Door	Wood	0.01	NA	NA
590	White	F11 – Center	Column	Concrete	0.00	NA	NA
591	Yellow	F11 – D Wall	Pipe	Metal	0.84	NA	NA
592	Yellow	F11 – D Wall	Door Frame	Metal	0.00	NA	NA
593	**Blue**	**E11 – B Wall**	**Door Frame**	**Metal**	**2.63**	**Yes**	**300 SF**
594	Blue	E11 – B Wall	Door	Metal	0.02	NA	NA
595	Blue	E11 – Center	Pipe	Metal	0.39	NA	NA
596	Brown	E11 – A Wall	Door	Metal	0.10	NA	NA
597	Yellow	E11 – A Wall	Guard Rail	Metal	0.49	NA	NA
598	Blue	D11 – D Wall	Pipe	Metal	0.00	NA	NA
599	Yellow	D11 – Center	Guard Rail	Metal	0.65	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
600	White	D11/E11 Elevator Room	Door Frame	Metal	0.02	NA	NA
601	White	D11/E11 Elevator Room	Door	Metal	0.00	NA	NA
602	White	D11/E11 Elevator Room	Wall	Concrete	0.00	NA	NA
603	Blue	D11/E11 Elevator Room	Handrail	Metal	0.47	NA	NA
604	Yellow	D12 – B Wall	Door Trim	Metal	0.00	NA	NA
605	Yellow	D12 – B Wall	Guard Rail	Metal	0.56	NA	NA
606	Blue	D12 – D Wall	Door Frame	Metal	0.15	NA	NA
607	Blue	D12 – D Wall	Door	Metal	0.19	NA	NA
608	Blue	C11 – Elevator Room	Door	Metal	0.00	NA	NA
609	Yellow	C13 – A Wall	Wall Guard	Metal	0.29	NA	NA
610	Blue	C13 – B Wall	Door	Metal	0.84	NA	NA
611	Yellow	C13 – B Wall	Door Frame	Metal	0.33	NA	NA
612	Blue	C11 – C Wall	Door Frame	Metal	0.00	NA	NA
613	White	C11 – Dock	I Beam	Metal	0.00	NA	NA
614	Yellow	C11 – Dock	Door Frame	Wood	0.00	NA	NA
615	**Blue**	**B11 – D Wall**	**Door**	**Metal**	**5.00**	**No**	**50 SF**
616	**Blue**	**B11 – D Wall**	**Door Frame**	**Metal**	**5.00**	**No**	**50 SF**
617	Red	B11 – B Wall	Pipe	Metal	0.35	NA	NA
618	Blue	B11 – Center	Guard Rail	Metal	0.71	NA	NA
619	Grey	B11 – B Wall	Wall Guard	Metal	0.08	NA	NA
620	Blue	B11 – Elevator Room	Door	Metal	0.38	NA	NA
621	Blue	B11 – Elevator Room	Door Frame	Metal	0.00	NA	NA
622	**Blue**	**B11 – Elevator Room**	**Door Frame**	**Metal**	**5.00**	**No**	**100 SF**
623	Blue	B11 – Elevator Room	Door	Wood	0.00	NA	NA
624	Blue	B11 – Elevator Room	Wall	Brick	0.00	NA	NA
625	Yellow	B11 – Elevator Room	Bollards	Metal	0.00	NA	NA
626	Blue	H11 – B Wall	Door	Metal	0.33	NA	NA
627	Blue	H11 – B Wall	Door Frame	Metal	0.22	NA	NA
628	**Blue**	**H11 – B Wall**	**Guard Rail**	**Metal**	**1.18**	**No**	**10 LF**

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
629	White	H11 – B Wall	Wall	Concrete	0.00	NA	NA
630	**Grey**	**H11 – Elevator Room – B Wall**	**Door**	**Metal**	**1.28**	**Yes**	**15 SF**
631	White	H11 – Elevator Room – C Wall	Wall	Concrete	0.00	NA	NA
Calibration Blank					0.00/0.00/0.00	NA	NA
Calibration Standard					1.13/1.14/1.18	NA	NA
Calibration Blank					0.00/0.00/0.00	NA	NA
Calibration Standard					1.11/1.11/1.12	NA	NA
644	White	A22 – A Wall	Wall	Concrete	0.00	NA	NA
645	**Blue**	**A22 – Center**	**Guard Rail**	**Metal**	**1.00**	**No**	**200 LF**
646	**Blue**	**A22 – Center**	**Guard Rail**	**Metal**	**1.15**	**No**	**200 LF[2]**
647	Blue	A22 – A Wall	Door Frame	Metal	0.11	NA	NA
648	Red	A21 – Center	Fire Pipe	Metal	0.00	NA	NA
649	Blue	A21 – Elevator Room – D Wall	Door Frame	Metal	0.00	NA	NA
650	Blue	A21 – Elevator Room – D Wall	Door	Wood	0.00	NA	NA
651	Red	A21 – Elevator Room – B Wall	Pipe	Metal	0.10	NA	NA
652	Blue	G21 – B Wall	Door Frame	Metal	0.01	NA	NA
653	Blue	G21 – B Wall	Door	Metal	0.27	NA	NA
654	Blue	G21 – B Wall	Staircase Door Trim	Metal	0.00	NA	NA
655	White	G21 – B Wall	Elevator Door Trim	Metal	0.00	NA	NA
656	**White**	**G21 – B Wall**	**Elevator Door**	**Wood**	**1.10**	**No**	**80 SF**
657	White	G21 – A Wall	Wall Divider	Metal	0.70	NA	NA
658	White	G21 – A Wall	Wall Divider	Metal	0.07	NA	NA
659	Grey	G22 – C Wall	Door	Metal	0.47	NA	NA
660	Blue	F21 – B Wall	Door Frame	Metal	0.00	NA	NA
661	Blue	F21 – B Wall	Door	Wood	0.00	NA	NA
662	White	E21 – Elevator Room – C Wall	Door Trim	Metal	0.08	NA	NA
663	White	E21 – Elevator Room – C Wall	Door	Wood	0.00	NA	NA
664	Blue	E21 – Elevator Room – C Wall	Handrail	Metal	0.41	NA	NA
665	White	E21	Door Frame	Metal	0.00	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
666	White	E21	Door	Wood	0.10	NA	NA
667	Black	E21 – Southwest Staircase	Handrail	Metal	0.70	NA	NA
668	**White**	**E21 – Southwest Adjust Room**	**Trim**	**Wood**	**2.45**	**No**	**50 SF**
669	Black	E21 – Southwest Adjust Room Ceiling	Pipe	Metal	0.64	NA	NA
670	Grey	C22 – Elevator Room – A Wall	Wall	Concrete	0.82	NA	NA
671	Silver	C22 – Elevator Room – Center	Pipe	Metal	0.00	NA	NA
672	**White**	**C22 – Elevator Room – Center Ceiling**	**I Beam**	**Metal**	**2.30**	**No**	**15 LF**
673	White	C22 – Elevator Room – Center Ceiling	Wall	Cork	0.23	NA	NA
674	Green	C22 – B Wall	Pipe	Metal	0.49	NA	NA
675	Beige	C22 – B Wall	Pipe	Metal	0.26	NA	NA
676	Teal	C22 – C Wall	Cabinet	Metal	0.64	NA	NA
677	Beige	C22 – Locker Room	Door	Metal	0.64	NA	NA
678	**White**	**C22 – Locker Room**	**Stool**	**Porcelain**	**5.00**	**No**	**4 Toilets**
679	White	B21 – Stair Restroom – A Wall	Wall	Concrete	0.32	NA	NA
680	Blue	B21 – Stair Restroom – A Wall	Wall	CMU	0.00	NA	NA
681	**Blue**	**B21 – Stair Restroom – A Wall**	**Door Trim**	**Metal**	**1.44**	**Yes**	**40 LF**
682	**Blue**	**B21 – Stair Restroom – A Wall**	**Door**	**Metal**	**1.28**	**Yes**	**40 SF**
683	**Blue**	**B21 – Elevator Staircase Landing**	**Door Frame**	**Metal**	**1.65**	**Yes**	**20 LF**
684	Blue	B21 – Elevator	Door Frame	Metal	0.78	NA	NA
685	Blue	B21 – Elevator	Door	Metal	0.00	NA	NA
686	Red	B21 – A Wall	Pipe	Metal	0.10	NA	NA
687	White	B21 – Center	Pipe	Metal	0.20	NA	NA
688	**Green**	**B21 – C Wall**	**Door Frame**	**Metal**	**1.00**	**Yes**	**20 LF**
689	**Green**	**B21 – C Wall**	**Door Frame**	**Metal**	**1.26**	**Yes**	**20 LF[2]**
690	**Green**	**B21 – C Wall**	**Wall Guard**	**Metal**	**2.78**	**Yes**	**120 LF**
691	Blue	C22 – Elevator Room	Door Trim	Metal	0.00	NA	NA

TABLE 2

SUMMARY OF LBP SCREENING RESULTS
FORMER RATH BUILDINGS, 1442, 1508, 1620, AND 1656 SYCAMORE STREET, WATERLOO, IOWA

XRF Screening No.[4]	Paint Color	Location	Component	Substrate	XRF Reading (mg/cm^2)	Damaged[1]	Quantity[3]
692	White	C22 – B Wall	I Beam	Metal	0.14	NA	NA
693	Blue	B23 – B Wall	Door Frame	Metal	0.00	NA	NA
694	Blue	B23 – B Wall	Door	Metal	0.42	NA	NA
695	Blue	B23 – A Wall	Guard Rail	Metal	0.63	NA	NA
696	Green	B23 – C Wall	Valve	Metal	0.19	NA	NA

Notes:

Location in the format of letter followed by a number indicates room number—for example, B71 ("B" conveys area, "7" conveys floor number, and "1" conveys room number).

[1] This column identifies damaged LBP surfaces. If no damage is present before renovation activities, preliminary removal of chipping and peeling paint is not necessary prior to the encapsulation process.

[2] This quantity is included with another quantity to avoid a duplicate quantity of commingled materials.

[3] Quantities of non-LBP are not required.

[4] XRF reading numbers are in sequential order; skipped numbers indicate calibration and/or null readings.

CMU	Concrete masonry unit	No.	Number
LBP	Lead-based paint	SF	Square feet
LF	Linear feet	XRF	X-ray fluorescence
mg/cm^2	Milligrams per square centimeter		
NA	Not applicable		

8.0 PCB FINDINGS

The laboratory report in Appendix E conveys the analytical results from bulk samples of suspect PCB-containing caulk materials. Ten samples of caulk were collected throughout the subject property building. No PCBs were detected in any sample; therefore, no summary table is provided.

9.0 FINDINGS AND RECOMMENDATIONS

The following findings and recommendations are based on observations during the survey and analytical results from samples collected at the subject property building:

9.1 Asbestos-Containing Material (ACM)

The survey identified the following regulated ACM:

- White pipe insulation (approximately 4,700 linear feet [LF]) throughout the building;
- Green pipe insulation (approximately 300 LF) on the 7th floor – C71, C72;
- Heater insulation (approximately 1,700 square feet [SF]) on the 5th and 7th floor;
- Black Felt-Wrapped (Foam) Pipe Insulation (approximately 1,100 LF) on the roofs, 7th floor, and C51;
- Black door caulk (approximately 280 LF) on elevator doors;
- Boiler insulation and scattered pipe debris (approximately 1,500 SF) on the 6th floor – C64, C71, C72, B56, C51, and G51;
- Transite wall panels (approximately 4,450 SF) in the 6th floor H area and E61;
- Black duct sealant (approximately 300 SF) in the 6th floor G area, A3, and C64;
- Aircell pipe insulation (approximately 550 LF) in C51, E51, G22, basement boiler room, and east abandoned bathroom;
- Asphalt shingles (approximately 11,500 SF) on the upper columns and ceiling of B55, B53, and C11;
- White tank insulation (approximately 100 SF) in G22 and CB1;
- Green 9- by 9-inch vinyl floor tile and black mastic (approximately 4,500 SF) in the C22 – lab area;
- Brown 12- by 12-inch vinyl floor tile and black mastic (approximately 120 SF) in the C22 – lab hallway;
- Silver-painted pipe insulation (approximately 200 LF) in the C22 – lab area;
- White door caulk (approximately 8 LF) on the west exterior loading dock door;
- Corrugated transite panels (approximately 2,500 SF) on the northwest office roof and southwest rail dock wall;
- Old grey caulk (approximately 30 LF) on north exterior street-level windows;
- Grey/silver roofing tar (approximately 6,000 SF) on all roofs;
- White roofing caulk (approximately 60 LF) on the A roof;
- Roofing material (approximately 12,200 SF) on the E roof; and

- White expansion joint (approximately 400 LF) on vertical seams behind metal along the north exterior wall.

In addition, fire doors and elevator equipment observed throughout the building are assumed to be ACM. These locations were not sampled because of concerns with structural damage.

All regulated ACM listed above should be removed by a licensed asbestos abatement contractor before demolition work disturbs the material. The removed waste must be transported to a disposal site approved to accept both friable and non-friable ACM. If the building is to be renovated and plans do not include disturbing any of the above ACM materials, they may remain in place.

9.2 Lead-Based Paint (LBP)

Approximately 2,194 SF and 17,804 LF of various colors of LBP were identified on a variety of substrates throughout the building—including, but not limited to, door frames, doors, posts, steel beams, piping, door trim, wall guards, elevator door frames, and elevator doors. Widespread occurrence of LBP precluded documentation of specific locations.

HUD considers LBP as paint with lead levels greater than or equal to 1.0 mg/cm^2. If the LBP surfaces are impacted during renovations or during demolition, the Toeroek Team recommends the contractor conducting the renovations comply with OSHA Lead in Construction Standard, Title 29 of *Code of Federal Regulations* (CFR), Part 1926.62. If the materials containing LBP are removed during renovation activities, a sample should be collected from the debris pile for Toxicity Characteristic Leaching Procedure (TCLP) analysis (40 CFR 261.24). Representative samples should be collected and analyzed for all eight metals specified in 40 CFR Part 261.24 (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver). This would allow determination of the proper method of disposal of the materials.

9.3 Polychlorinated Biphenyls (PCBs)

Laboratory results indicate no sampled building materials contain concentrations of PCBs above 50 ppm; no PCBs were detected in the subject property building.

10.0 ASSUMPTIONS AND DEVIATIONS

The Toeroek Team inspected the interiors and exteriors of the subject property building for suspect ACM, LBP, and PCB-containing caulk. Room C32 was unable to be surveyed due to inaccessibility. Additionally, rooms D41 and E41 were deemed structurally unstable and inaccessible. Due to limitations on destructive sampling methods, additional suspect materials may be present but not detected in walls, voids, or other concealed areas. Identified suspected asbestos-containing fire doors and elevator equipment in the building were not sampled to preserve the integrity of these materials. The Toeroek Team recommends that if the fire doors and elevator equipment are to be disturbed during renovations or demolition, these materials should be sampled to determine their asbestos content. All other areas of the subject property buildings were inspected.

11.0 REFERENCES

Agency for Toxic Substance and Disease Registry (ATSDR). 2008. Asbestos: Health Effects. Accessed December 13, 2012. http://www.atsdr.cdc.gov/asbestos/asbestos/health_effects

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Toeroek Associates, Inc. (Toeroek). 2022. Quality Assurance Project Plan, Phase II Environmental Site Assessment, Former Rath Buildings, 1442, 1508, 1620, and 1656 Sycamore Street, Waterloo, Iowa. March 2022.

U.S. Department of Housing and Urban Development (HUD). 2012. *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

APPENDIX A

FIGURES

Sample Key Table

Key	Sample No.
Asbestos	
1	RB-WG-01
2	RB-WG-02
3	RB-WG-03
4	RB-BG-01
5	RB-BG-02
6	RB-BG-03
7	RB-TSI-01
8	RB-TSI-02
9	RB-TSI-03
10	RB-TSI2-01
11	RB-TSI2-02
12	RB-TSI2-03
13	RB-PL-01
14	RB-PL-02
15	RB-PL-03
16	RB-CI-01
17	RB-CI-02
18	RB-CI-03
19	RB-TSI3-01
20	RB-TSI3-02
21	RB-TSI3-03
22	RB-INS-01
23	RB-INS-02
24	RB-INS-03
25	RB-TSI4-01
26	RB-TSI4-02
27	RB-TSI4-03
28	RB-DC-01
29	RB-DC-02
30	RB-DC-03
31	RB-BI-01
32	RB-BI-02
33	RB-BI-03
34	RB-T-01
35	RB-T-02
36	RB-T-03
37	RB-TRAN-01
38	RB-TRAN-02
39	RB-TRAN-03
40	RB-DS-01
41	RB-DS-02
42	RB-DS-03
43	RB-TSI5-01
44	RB-TSI5-02
45	RB-TSI5-03
46	RB-PL-04
47	RB-PL-05
48	RB-PL-06
49	RB-PL-07
50	RB-AS-01
51	RB-AS-02
52	RB-AS-03
53	RB-DC2-01

Sample Key Table

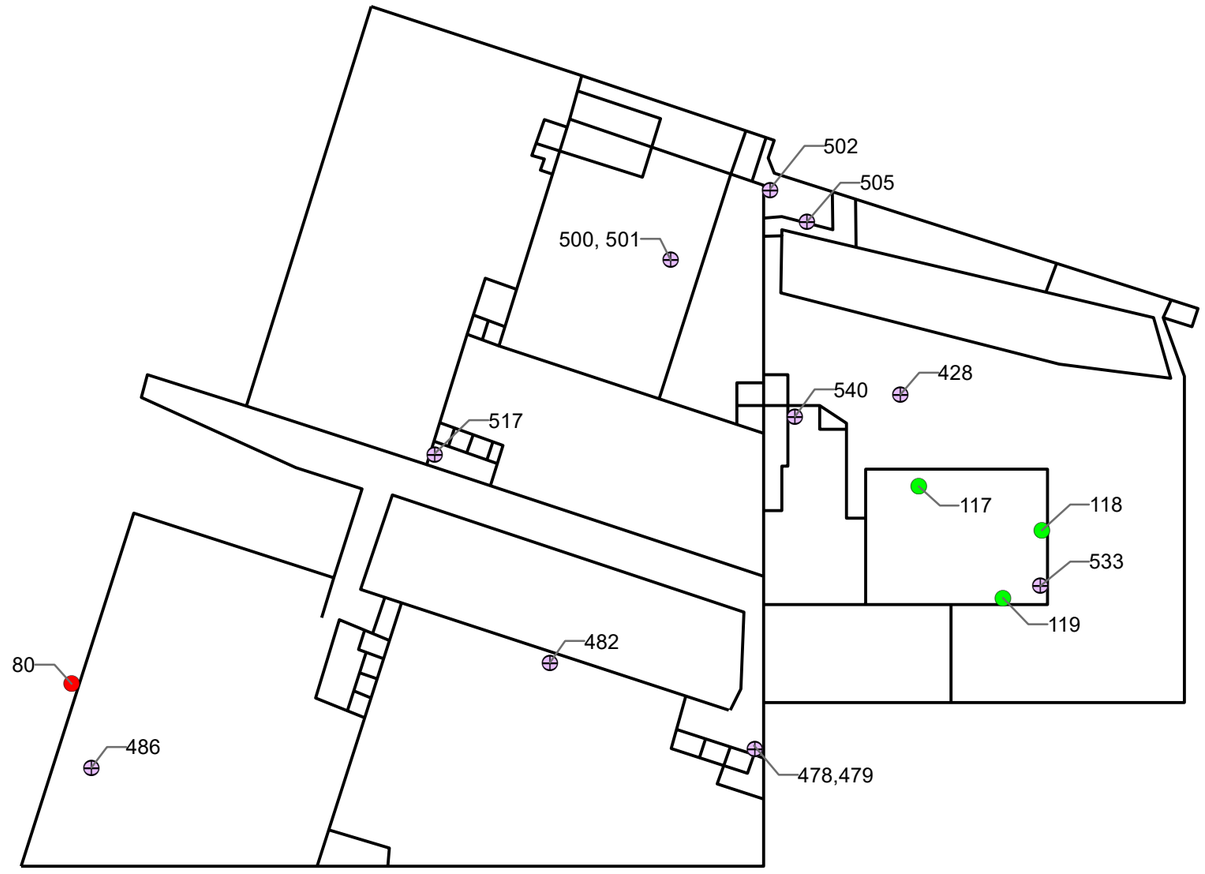
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	RB-TI-02
80	RB-TI-03
81	RB-CFT-01
82	RB-CFT-02
83	RB-CFT-03
84	RB-VFT-01
85	RB-VFT-02
86	RB-VFT-03
87	RB-CB-01
88	RB-CB-02
89	RB-CB-03
90	RB-CT-01
91	RB-CT-02
92	RB-CT-03
93	RB-VFT2-01
94	RB-VFT2-02
95	RB-VFT2-03
96	RB-TSI6-01
97	RB-TSI6-02
98	RB-TSI6-03
99	RB-VFT3-01
100	RB-VFT3-02
101	RB-VFT3-03
102	RB-CT2-01
103	RB-CT2-02
104	RB-CT2-03
105	RB-DWJC-01
106	RB-DWJC-02
107	RB-DWJC-03
108	RB-CB2-01
109	RB-CB2-02

Sample Key Table

Key	Sample No.
Asbestos	
110	RB-CB2-03
111	RB-SF-01
112	RB-SF-02
113	RB-SF-03
114	RB-CRT-01
115	RB-CRT-02
116	RB-CRT-03
117	RB-FP-01
118	RB-FP-02
119	RB-FP-03
120	RB-C-01
121	RB-C-02
122	RB-C-03
123	RB-DC3-01
124	RB-DC3-02
125	RB-DC3-03
126	RB-TRAN2-01
127	RB-TRAN2-02
128	RB-TRAN2-03
129	RB-C2-01
130	RB-C2-02
131	RB-C2-03
132	RB-FS-01
133	RB-FS-02
134	RB-FS-03
135	RB-EJ-01
136	RB-EJ-02
137	RB-EJ-03
138	RB-WC2-01
139	RB-WC2-02
140	RB-WC2-03
141	RB-EJ2-01
142	RB-EJ2-02
143	RB-EJ2-03
144	RB-RM-01
145	RB-RM-02
146	RB-RM-03
147	RB-RM2-01
148	RB-RM2-02
149	RB-RM2-03
150	RB-RT-01
151	RB-RT-02
152	RB-RT-03
153	RB-RC-01
154	RB-RC-02
155	RB-RC-03
156	RB-RT2-01
157	RB-RT2-02
158	RB-RT2-03
159	RB-RM3-01
160	RB-RM3-02
161	RB-RM3-03
162	RB-RT3-01

Sample Key Table

Key	Sample No.
Asbestos	
163	RB-RT3-02
164	RB-RT3-03
165	RB-WC3-01
166	RB-WC3-01
167	RB-WC3-01
168	RB-AS2-01
169	RB-AS2-02
170	RB-AS2-03
171	RB-RM4-01
172	RB-RM4-02
173	RB-RM4-03
174	RB-RC2-01
175	RB-RC2-02
176	RB-RC2-03
177	RB-RM5-01
178	RB-RM5-02
179	RB-RM5-03
180	RB-EJ3-01
181	RB-EJ3-02
182	RB-EJ3-03
PCB	
1	RB-C1
2	RB-C2
3	RB-C3
4	RB-C4
5	RB-C5
6	RB-C6
7	RB-C7
8	RB-C8
9	RB-C9
10	RB-C10



Legend

- Asbestos-Containing Sample Material Location
- Non-Asbestos-Containing Sample Material Location
- ⊕ Positive LBP Sample Location

N

Not to scale

Former Rath Buildings
1442, 1508, 1620, and 1656 Sycamore Street
Waterloo, Iowa

Figure 1
Sample Location Map - Basement

TETRA TECH TOEROEK ASSOCIATES, INC.

Date: 8/22/2022 Drawn By: Susmita Shrestha Project No: 103Z65210190.010.05

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Sample Key Table

Key	Sample No.
Asbestos	
1	RB-WG-01
2	RB-WG-02
3	RB-WG-03
4	RB-BG-01
5	RB-BG-02
6	RB-BG-03
7	RB-TSI-01
8	RB-TSI-02
9	RB-TSI-03
10	RB-TSI2-01
11	RB-TSI2-02
12	RB-TSI2-03
13	RB-PL-01
14	RB-PL-02
15	RB-PL-03
16	RB-CI-01
17	RB-CI-02
18	RB-CI-03
19	RB-TSI3-01
20	RB-TSI3-02
21	RB-TSI3-03
22	RB-INS-01
23	RB-INS-02
24	RB-INS-03
25	RB-TSI4-01
26	RB-TSI4-02
27	RB-TSI4-03
28	RB-DC-01
29	RB-DC-02
30	RB-DC-03
31	RB-BI-01
32	RB-BI-02
33	RB-BI-03
34	RB-T-01
35	RB-T-02
36	RB-T-03
37	RB-TRAN-01
38	RB-TRAN-02
39	RB-TRAN-03
40	RB-DS-01
41	RB-DS-02
42	RB-DS-03
43	RB-TSI5-01
44	RB-TSI5-02
45	RB-TSI5-03
46	RB-PL-04
47	RB-PL-05
48	RB-PL-06
49	RB-PL-07
50	RB-AS-01
51	RB-AS-02
52	RB-AS-03
53	RB-DC2-01

Sample Key Table

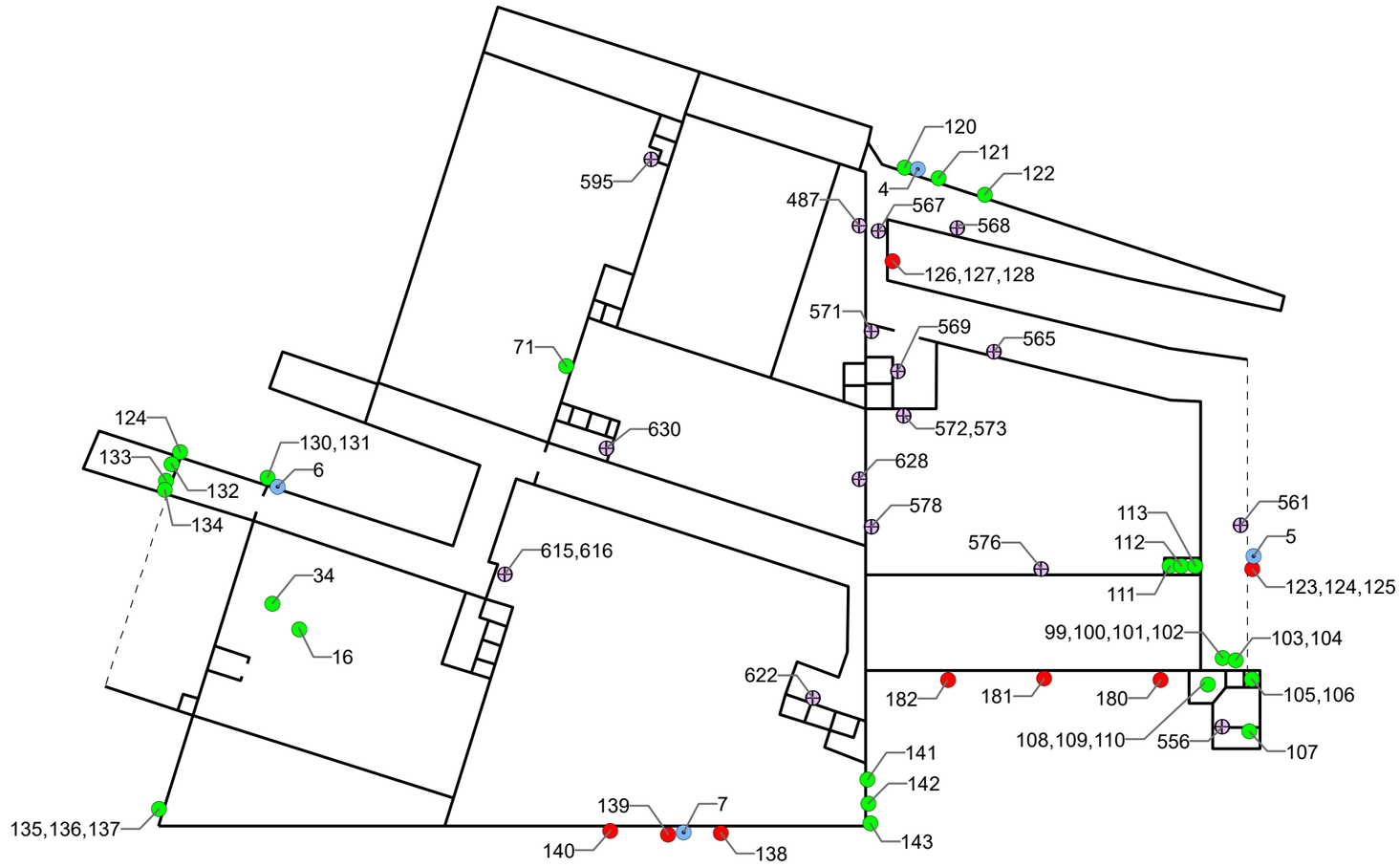
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	RB-TI-02
80	RB-TI-03
81	RB-CFT-01
82	RB-CFT-02
83	RB-CFT-03
84	RB-VFT-01
85	RB-VFT-02
86	RB-VFT-03
87	RB-CB-01
88	RB-CB-02
89	RB-CB-03
90	RB-CT-01
91	RB-CT-02
92	RB-CT-03
93	RB-VFT2-01
94	RB-VFT2-02
95	RB-VFT2-03
96	RB-TSI6-01
97	RB-TSI6-02
98	RB-TSI6-03
99	RB-VFT3-01
100	RB-VFT3-02
101	RB-VFT3-03
102	RB-CT2-01
103	RB-CT2-02
104	RB-CT2-03
105	RB-DWJC-01
106	RB-DWJC-02
107	RB-DWJC-03
108	RB-CB2-01
109	RB-CB2-02

Sample Key Table

Key	Sample No.
Asbestos	
110	RB-CB2-03
111	RB-SF-01
112	RB-SF-02
113	RB-SF-03
114	RB-CRT-01
115	RB-CRT-02
116	RB-CRT-03
117	RB-FP-01
118	RB-FP-02
119	RB-FP-03
120	RB-C-01
121	RB-C-02
122	RB-C-03
123	RB-DC3-01
124	RB-DC3-02
125	RB-DC3-03
126	RB-TRAN2-01
127	RB-TRAN2-02
128	RB-TRAN2-03
129	RB-C2-01
130	RB-C2-02
131	RB-C2-03
132	RB-FS-01
133	RB-FS-02
134	RB-FS-03
135	RB-EJ-01
136	RB-EJ-02
137	RB-EJ-03
138	RB-WC2-01
139	RB-WC2-02
140	RB-WC2-03
141	RB-EJ2-01
142	RB-EJ2-02
143	RB-EJ2-03
144	RB-RM-01
145	RB-RM-02
146	RB-RM-03
147	RB-RM2-01
148	RB-RM2-02
149	RB-RM2-03
150	RB-RT-01
151	RB-RT-02
152	RB-RT-03
153	RB-RC-01
154	RB-RC-02
155	RB-RC-03
156	RB-RT2-01
157	RB-RT2-02
158	RB-RT2-03
159	RB-RM3-01
160	RB-RM3-02
161	RB-RM3-03
162	RB-RT3-01

Sample Key Table

Key	Sample No.
Asbestos	
163	RB-RT3-02
164	RB-RT3-03
165	RB-WC3-01
166	RB-WC3-01
167	RB-WC3-01
168	RB-AS2-01
169	RB-AS2-02
170	RB-AS2-03
171	RB-RM4-01
172	RB-RM4-02
173	RB-RM4-03
174	RB-RC2-01
175	RB-RC2-02
176	RB-RC2-03
177	RB-RM5-01
178	RB-RM5-02
179	RB-RM5-03
180	RB-EJ3-01
181	RB-EJ3-02
182	RB-EJ3-03
PCB	
1	RB-C1
2	RB-C2
3	RB-C3
4	RB-C4
5	RB-C5
6	RB-C6
7	RB-C7
8	RB-C8
9	RB-C9
10	RB-C10



Legend

- Asbestos-Containing Sample Material Location
- Negative PCB Sample Location
- Non-Asbestos-Containing Sample Material Location
- Positive LBP Sample Location

N

Not to scale

Former Rath Buildings
1442, 1508, 1620, and 1656 Sycamore Street
Waterloo, Iowa

Figure 2
Sample Location Map - 1st Floor

TETRA TECH TOEROEK ASSOCIATES, INC.

Date: 8/22/2022 Drawn By: Susmita Shrestha Project No: 103Z65210190.010.05

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Sample Key Table

Key	Sample No.
Asbestos	
1	RB-WG-01
2	RB-WG-02
3	RB-WG-03
4	RB-BG-01
5	RB-BG-02
6	RB-BG-03
7	RB-TSI-01
8	RB-TSI-02
9	RB-TSI-03
10	RB-TSI2-01
11	RB-TSI2-02
12	RB-TSI2-03
13	RB-PL-01
14	RB-PL-02
15	RB-PL-03
16	RB-CI-01
17	RB-CI-02
18	RB-CI-03
19	RB-TSI3-01
20	RB-TSI3-02
21	RB-TSI3-03
22	RB-INS-01
23	RB-INS-02
24	RB-INS-03
25	RB-TSI4-01
26	RB-TSI4-02
27	RB-TSI4-03
28	RB-DC-01
29	RB-DC-02
30	RB-DC-03
31	RB-BI-01
32	RB-BI-02
33	RB-BI-03
34	RB-T-01
35	RB-T-02
36	RB-T-03
37	RB-TRAN-01
38	RB-TRAN-02
39	RB-TRAN-03
40	RB-DS-01
41	RB-DS-02
42	RB-DS-03
43	RB-TSI5-01
44	RB-TSI5-02
45	RB-TSI5-03
46	RB-PL-04
47	RB-PL-05
48	RB-PL-06
49	RB-PL-07
50	RB-AS-01
51	RB-AS-02
52	RB-AS-03
53	RB-DC2-01

Sample Key Table

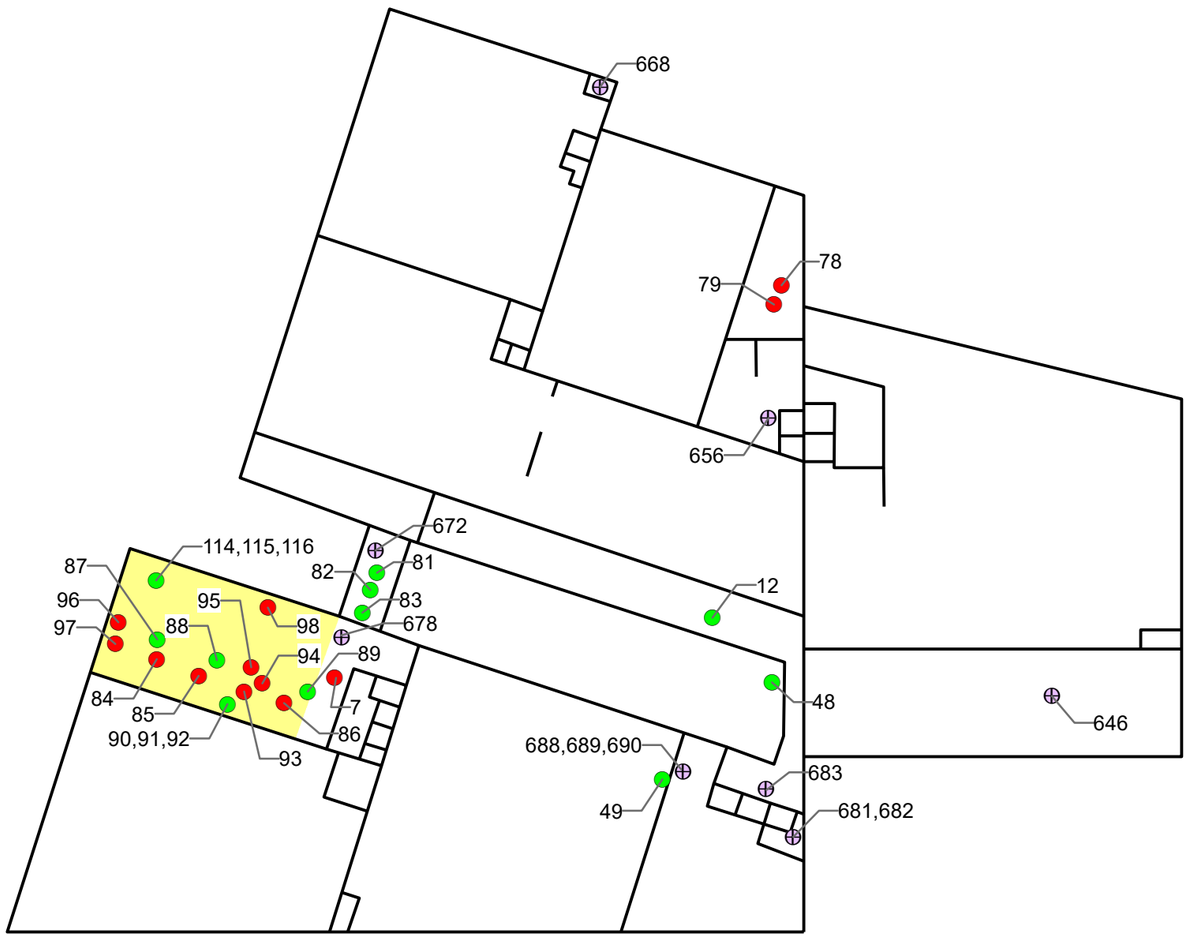
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	RB-TI-02
80	RB-TI-03
81	RB-CFT-01
82	RB-CFT-02
83	RB-CFT-03
84	RB-VFT-01
85	RB-VFT-02
86	RB-VFT-03
87	RB-CB-01
88	RB-CB-02
89	RB-CB-03
90	RB-CT-01
91	RB-CT-02
92	RB-CT-03
93	RB-VFT2-01
94	RB-VFT2-02
95	RB-VFT2-03
96	RB-TSI6-01
97	RB-TSI6-02
98	RB-TSI6-03
99	RB-VFT3-01
100	RB-VFT3-02
101	RB-VFT3-03
102	RB-CT2-01
103	RB-CT2-02
104	RB-CT2-03
105	RB-DWJC-01
106	RB-DWJC-02
107	RB-DWJC-03
108	RB-CB2-01
109	RB-CB2-02

Sample Key Table

Key	Sample No.
Asbestos	
110	RB-CB2-03
111	RB-SF-01
112	RB-SF-02
113	RB-SF-03
114	RB-CRT-01
115	RB-CRT-02
116	RB-CRT-03
117	RB-FP-01
118	RB-FP-02
119	RB-FP-03
120	RB-C-01
121	RB-C-02
122	RB-C-03
123	RB-DC3-01
124	RB-DC3-02
125	RB-DC3-03
126	RB-TRAN2-01
127	RB-TRAN2-02
128	RB-TRAN2-03
129	RB-C2-01
130	RB-C2-02
131	RB-C2-03
132	RB-FS-01
133	RB-FS-02
134	RB-FS-03
135	RB-EJ-01
136	RB-EJ-02
137	RB-EJ-03
138	RB-WC2-01
139	RB-WC2-02
140	RB-WC2-03
141	RB-EJ2-01
142	RB-EJ2-02
143	RB-EJ2-03
144	RB-RM-01
145	RB-RM-02
146	RB-RM-03
147	RB-RM2-01
148	RB-RM2-02
149	RB-RM2-03
150	RB-RT-01
151	RB-RT-02
152	RB-RT-03
153	RB-RC-01
154	RB-RC-02
155	RB-RC-03
156	RB-RT2-01
157	RB-RT2-02
158	RB-RT2-03
159	RB-RM3-01
160	RB-RM3-02
161	RB-RM3-03
162	RB-RT3-01

Sample Key Table

Key	Sample No.
Asbestos	
163	RB-RT3-02
164	RB-RT3-03
165	RB-WC3-01
166	RB-WC3-01
167	RB-WC3-01
168	RB-AS2-01
169	RB-AS2-02
170	RB-AS2-03
171	RB-RM4-01
172	RB-RM4-02
173	RB-RM4-03
174	RB-RC2-01
175	RB-RC2-02
176	RB-RC2-03
177	RB-RM5-01
178	RB-RM5-02
179	RB-RM5-03
180	RB-EJ3-01
181	RB-EJ3-02
182	RB-EJ3-03
PCB	
1	RB-C1
2	RB-C2
3	RB-C3
4	RB-C4
5	RB-C5
6	RB-C6
7	RB-C7
8	RB-C8
9	RB-C9
10	RB-C10



Legend

- Asbestos-Containing Sample Material Location
- Non-Asbestos-Containing Sample Material Location
- Positive LBP Sample Location
- Asbestos Containing Flooring

N

Not to scale

Former Rath Buildings
1442, 1508, 1620, and 1656 Sycamore Street
Waterloo, Iowa

Figure 3
Sample Location Map - 2nd Floor

TETRA TECH TOEROEK ASSOCIATES, INC.

Date: 8/22/2022 Drawn By: Susmita Shrestha Project No: 103Z65210190.010.05

X:\G\65210190\10.05\Projects\mxd\Figure3.mxd

Sample Key Table

Key	Sample No.
Asbestos	
1	RB-WG-01
2	RB-WG-02
3	RB-WG-03
4	RB-BG-01
5	RB-BG-02
6	RB-BG-03
7	RB-TSI-01
8	RB-TSI-02
9	RB-TSI-03
10	RB-TSI2-01
11	RB-TSI2-02
12	RB-TSI2-03
13	RB-PL-01
14	RB-PL-02
15	RB-PL-03
16	RB-CI-01
17	RB-CI-02
18	RB-CI-03
19	RB-TSI3-01
20	RB-TSI3-02
21	RB-TSI3-03
22	RB-INS-01
23	RB-INS-02
24	RB-INS-03
25	RB-TSI4-01
26	RB-TSI4-02
27	RB-TSI4-03
28	RB-DC-01
29	RB-DC-02
30	RB-DC-03
31	RB-BI-01
32	RB-BI-02
33	RB-BI-03
34	RB-T-01
35	RB-T-02
36	RB-T-03
37	RB-TRAN-01
38	RB-TRAN-02
39	RB-TRAN-03
40	RB-DS-01
41	RB-DS-02
42	RB-DS-03
43	RB-TSI5-01
44	RB-TSI5-02
45	RB-TSI5-03
46	RB-PL-04
47	RB-PL-05
48	RB-PL-06
49	RB-PL-07
50	RB-AS-01
51	RB-AS-02
52	RB-AS-03
53	RB-DC2-01

Sample Key Table

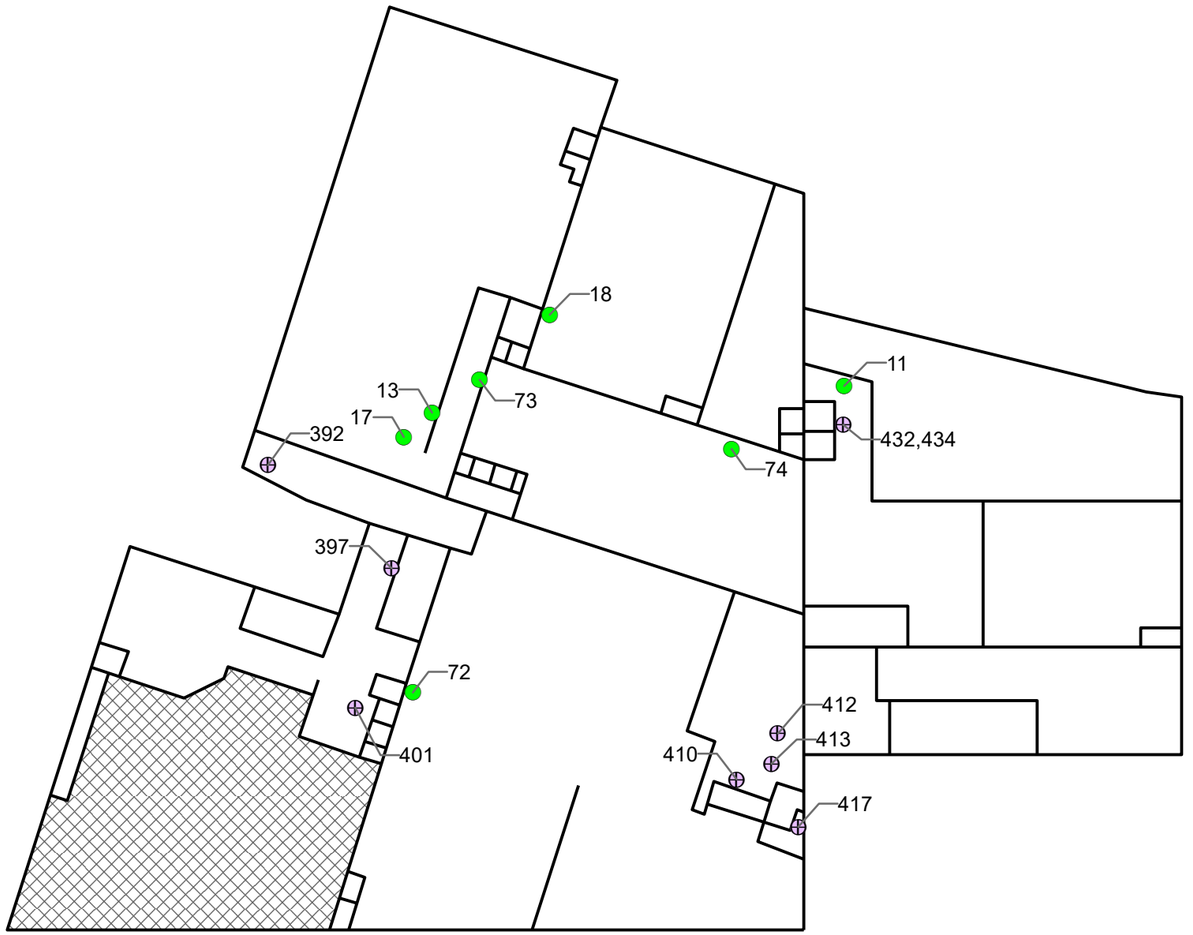
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	RB-TI-02
80	RB-TI-03
81	RB-CFT-01
82	RB-CFT-02
83	RB-CFT-03
84	RB-VFT-01
85	RB-VFT-02
86	RB-VFT-03
87	RB-CB-01
88	RB-CB-02
89	RB-CB-03
90	RB-CT-01
91	RB-CT-02
92	RB-CT-03
93	RB-VFT2-01
94	RB-VFT2-02
95	RB-VFT2-03
96	RB-TSI6-01
97	RB-TSI6-02
98	RB-TSI6-03
99	RB-VFT3-01
100	RB-VFT3-02
101	RB-VFT3-03
102	RB-CT2-01
103	RB-CT2-02
104	RB-CT2-03
105	RB-DWJC-01
106	RB-DWJC-02
107	RB-DWJC-03
108	RB-CB2-01
109	RB-CB2-02

Sample Key Table

Key	Sample No.
Asbestos	
110	RB-CB2-03
111	RB-SF-01
112	RB-SF-02
113	RB-SF-03
114	RB-CRT-01
115	RB-CRT-02
116	RB-CRT-03
117	RB-FP-01
118	RB-FP-02
119	RB-FP-03
120	RB-C-01
121	RB-C-02
122	RB-C-03
123	RB-DC3-01
124	RB-DC3-02
125	RB-DC3-03
126	RB-TRAN2-01
127	RB-TRAN2-02
128	RB-TRAN2-03
129	RB-C2-01
130	RB-C2-02
131	RB-C2-03
132	RB-FS-01
133	RB-FS-02
134	RB-FS-03
135	RB-EJ-01
136	RB-EJ-02
137	RB-EJ-03
138	RB-WC2-01
139	RB-WC2-02
140	RB-WC2-03
141	RB-EJ2-01
142	RB-EJ2-02
143	RB-EJ2-03
144	RB-RM-01
145	RB-RM-02
146	RB-RM-03
147	RB-RM2-01
148	RB-RM2-02
149	RB-RM2-03
150	RB-RT-01
151	RB-RT-02
152	RB-RT-03
153	RB-RC-01
154	RB-RC-02
155	RB-RC-03
156	RB-RT2-01
157	RB-RT2-02
158	RB-RT2-03
159	RB-RM3-01
160	RB-RM3-02
161	RB-RM3-03
162	RB-RT3-01

Sample Key Table

Key	Sample No.
Asbestos	
163	RB-RT3-02
164	RB-RT3-03
165	RB-WC3-01
166	RB-WC3-01
167	RB-WC3-01
168	RB-AS2-01
169	RB-AS2-02
170	RB-AS2-03
171	RB-RM4-01
172	RB-RM4-02
173	RB-RM4-03
174	RB-RC2-01
175	RB-RC2-02
176	RB-RC2-03
177	RB-RM5-01
178	RB-RM5-02
179	RB-RM5-03
180	RB-EJ3-01
181	RB-EJ3-02
182	RB-EJ3-03
PCB	
1	RB-C1
2	RB-C2
3	RB-C3
4	RB-C4
5	RB-C5
6	RB-C6
7	RB-C7
8	RB-C8
9	RB-C9
10	RB-C10



Legend

- Non-Asbestos-Containing Sample Material Location
- Positive LBP Sample Location
- Inaccessible

N

Not to scale

Former Rath Buildings
1442, 1508, 1620, and 1656 Sycamore Street
Waterloo, Iowa

Figure 4
Sample Location Map - 3rd Floor

TETRA TECH TOEROEK ASSOCIATES, INC.

Date: 8/22/2022 Drawn By: Susmita Shrestha Project No: 103Z65210190.010.05

X:\G\65210190\010.05\Projects\mxd\Figure4.mxd

Sample Key Table

Key	Sample No.
Asbestos	
1	RB-WG-01
2	RB-WG-02
3	RB-WG-03
4	RB-BG-01
5	RB-BG-02
6	RB-BG-03
7	RB-TSI-01
8	RB-TSI-02
9	RB-TSI-03
10	RB-TSI2-01
11	RB-TSI2-02
12	RB-TSI2-03
13	RB-PL-01
14	RB-PL-02
15	RB-PL-03
16	RB-CI-01
17	RB-CI-02
18	RB-CI-03
19	RB-TSI3-01
20	RB-TSI3-02
21	RB-TSI3-03
22	RB-INS-01
23	RB-INS-02
24	RB-INS-03
25	RB-TSI4-01
26	RB-TSI4-02
27	RB-TSI4-03
28	RB-DC-01
29	RB-DC-02
30	RB-DC-03
31	RB-BI-01
32	RB-BI-02
33	RB-BI-03
34	RB-T-01
35	RB-T-02
36	RB-T-03
37	RB-TRAN-01
38	RB-TRAN-02
39	RB-TRAN-03
40	RB-DS-01
41	RB-DS-02
42	RB-DS-03
43	RB-TSI5-01
44	RB-TSI5-02
45	RB-TSI5-03
46	RB-PL-04
47	RB-PL-05
48	RB-PL-06
49	RB-PL-07
50	RB-AS-01
51	RB-AS-02
52	RB-AS-03
53	RB-DC2-01

Sample Key Table

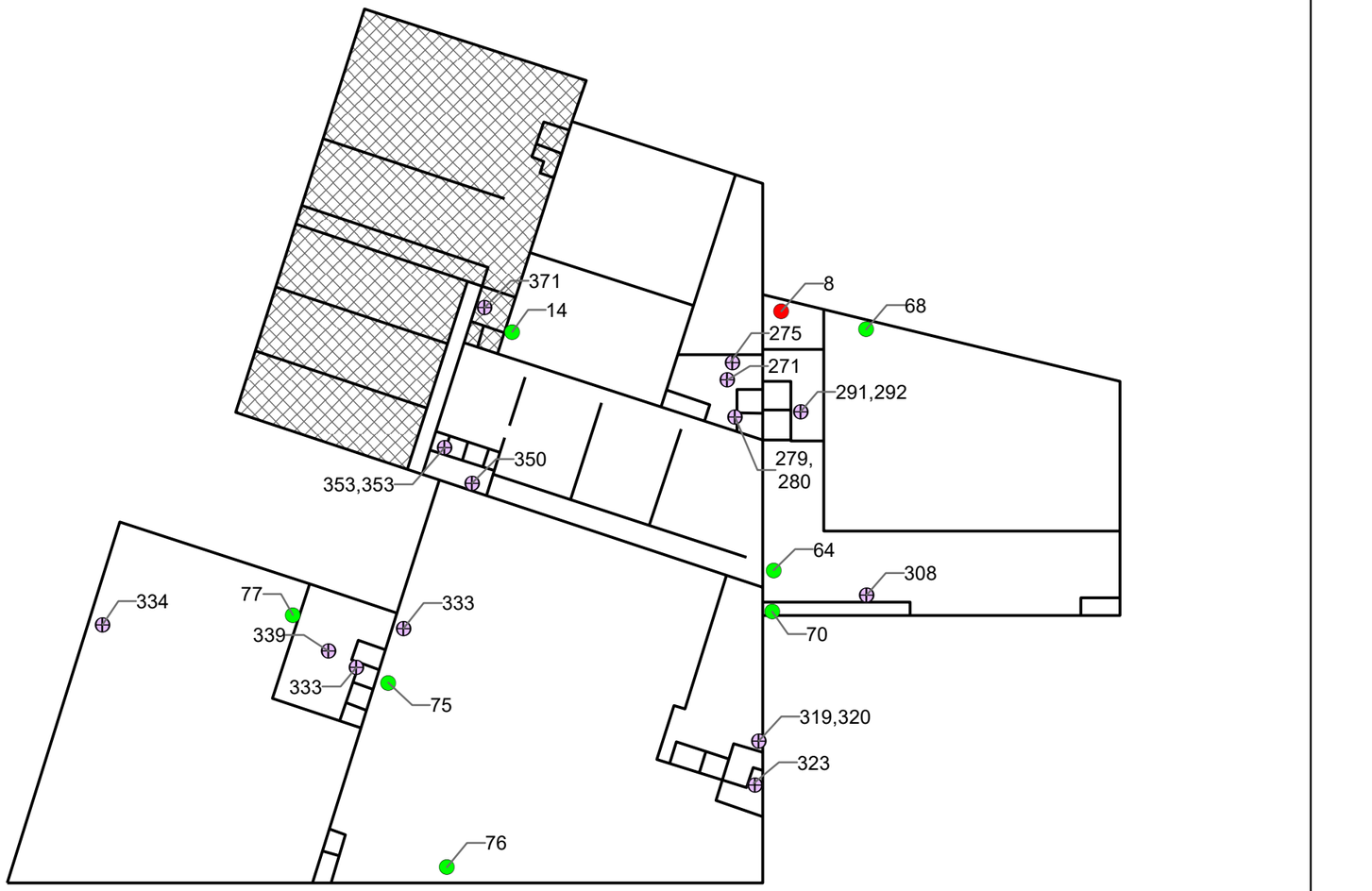
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	RB-TI-02
80	RB-TI-03
81	RB-CFT-01
82	RB-CFT-02
83	RB-CFT-03
84	RB-VFT-01
85	RB-VFT-02
86	RB-VFT-03
87	RB-CB-01
88	RB-CB-02
89	RB-CB-03
90	RB-CT-01
91	RB-CT-02
92	RB-CT-03
93	RB-VFT2-01
94	RB-VFT2-02
95	RB-VFT2-03
96	RB-TSI6-01
97	RB-TSI6-02
98	RB-TSI6-03
99	RB-VFT3-01
100	RB-VFT3-02
101	RB-VFT3-03
102	RB-CT2-01
103	RB-CT2-02
104	RB-CT2-03
105	RB-DWJC-01
106	RB-DWJC-02
107	RB-DWJC-03
108	RB-CB2-01
109	RB-CB2-02

Sample Key Table

Key	Sample No.
Asbestos	
110	RB-CB2-03
111	RB-SF-01
112	RB-SF-02
113	RB-SF-03
114	RB-CRT-01
115	RB-CRT-02
116	RB-CRT-03
117	RB-FP-01
118	RB-FP-02
119	RB-FP-03
120	RB-C-01
121	RB-C-02
122	RB-C-03
123	RB-DC3-01
124	RB-DC3-02
125	RB-DC3-03
126	RB-TRAN2-01
127	RB-TRAN2-02
128	RB-TRAN2-03
129	RB-C2-01
130	RB-C2-02
131	RB-C2-03
132	RB-FS-01
133	RB-FS-02
134	RB-FS-03
135	RB-EJ-01
136	RB-EJ-02
137	RB-EJ-03
138	RB-WC2-01
139	RB-WC2-02
140	RB-WC2-03
141	RB-EJ2-01
142	RB-EJ2-02
143	RB-EJ2-03
144	RB-RM-01
145	RB-RM-02
146	RB-RM-03
147	RB-RM2-01
148	RB-RM2-02
149	RB-RM2-03
150	RB-RT-01
151	RB-RT-02
152	RB-RT-03
153	RB-RC-01
154	RB-RC-02
155	RB-RC-03
156	RB-RT2-01
157	RB-RT2-02
158	RB-RT2-03
159	RB-RM3-01
160	RB-RM3-02
161	RB-RM3-03
162	RB-RT3-01

Sample Key Table

Key	Sample No.
Asbestos	
163	RB-RT3-02
164	RB-RT3-03
165	RB-WC3-01
166	RB-WC3-01
167	RB-WC3-01
168	RB-AS2-01
169	RB-AS2-02
170	RB-AS2-03
171	RB-RM4-01
172	RB-RM4-02
173	RB-RM4-03
174	RB-RC2-01
175	RB-RC2-02
176	RB-RC2-03
177	RB-RM5-01
178	RB-RM5-02
179	RB-RM5-03
180	RB-EJ3-01
181	RB-EJ3-02
182	RB-EJ3-03
PCB	
1	RB-C1
2	RB-C2
3	RB-C3
4	RB-C4
5	RB-C5
6	RB-C6
7	RB-C7
8	RB-C8
9	RB-C9
10	RB-C10



Legend

- Asbestos-Containing Sample Material Location
- Non-Asbestos-Containing Sample Material Location
- Positive LBP Sample Location
- Inaccessible

N

Not to scale

Former Rath Buildings
1442, 1508, 1620, and 1656 Sycamore Street
Waterloo, Iowa

Figure 5
Sample Location Map - 4th Floor

TETRA TECH TOEROEK ASSOCIATES, INC.

Date: 8/22/2022 Drawn By: Susmita Shrestha Project No: 103Z65210190.010.05

X:\GIS\52\10190\010.05\Projects\mxd\Figure5.mxd

Sample Key Table

Key	Sample No.
Asbestos	
1	RB-WG-01
2	RB-WG-02
3	RB-WG-03
4	RB-BG-01
5	RB-BG-02
6	RB-BG-03
7	RB-TSI-01
8	RB-TSI-02
9	RB-TSI-03
10	RB-TSI2-01
11	RB-TSI2-02
12	RB-TSI2-03
13	RB-PL-01
14	RB-PL-02
15	RB-PL-03
16	RB-CI-01
17	RB-CI-02
18	RB-CI-03
19	RB-TSI3-01
20	RB-TSI3-02
21	RB-TSI3-03
22	RB-INS-01
23	RB-INS-02
24	RB-INS-03
25	RB-TSI4-01
26	RB-TSI4-02
27	RB-TSI4-03
28	RB-DC-01
29	RB-DC-02
30	RB-DC-03
31	RB-BI-01
32	RB-BI-02
33	RB-BI-03
34	RB-T-01
35	RB-T-02
36	RB-T-03
37	RB-TRAN-01
38	RB-TRAN-02
39	RB-TRAN-03
40	RB-DS-01
41	RB-DS-02
42	RB-DS-03
43	RB-TSI5-01
44	RB-TSI5-02
45	RB-TSI5-03
46	RB-PL-04
47	RB-PL-05
48	RB-PL-06
49	RB-PL-07
50	RB-AS-01
51	RB-AS-02
52	RB-AS-03
53	RB-DC2-01

Sample Key Table

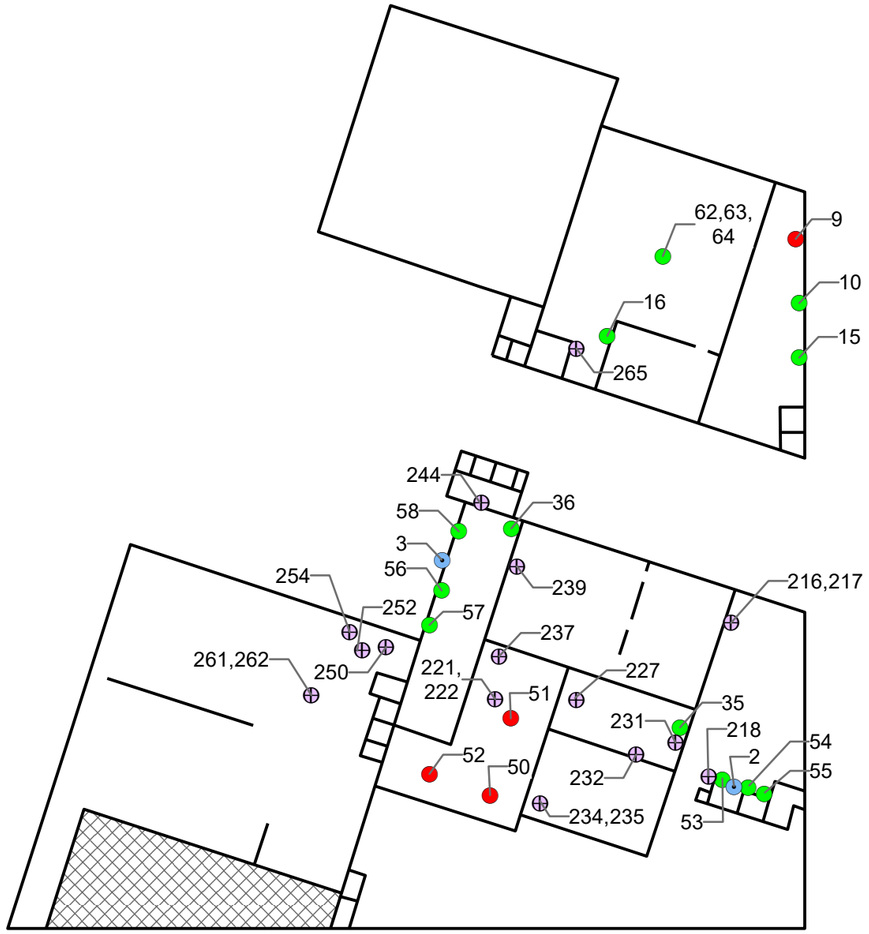
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	RB-TI-02
80	RB-TI-03
81	RB-CFT-01
82	RB-CFT-02
83	RB-CFT-03
84	RB-VFT-01
85	RB-VFT-02
86	RB-VFT-03
87	RB-CB-01
88	RB-CB-02
89	RB-CB-03
90	RB-CT-01
91	RB-CT-02
92	RB-CT-03
93	RB-VFT2-01
94	RB-VFT2-02
95	RB-VFT2-03
96	RB-TSI6-01
97	RB-TSI6-02
98	RB-TSI6-03
99	RB-VFT3-01
100	RB-VFT3-02
101	RB-VFT3-03
102	RB-CT2-01
103	RB-CT2-02
104	RB-CT2-03
105	RB-DWJC-01
106	RB-DWJC-02
107	RB-DWJC-03
108	RB-CB2-01
109	RB-CB2-02

Sample Key Table

Key	Sample No.
Asbestos	
110	RB-CB2-03
111	RB-SF-01
112	RB-SF-02
113	RB-SF-03
114	RB-CRT-01
115	RB-CRT-02
116	RB-CRT-03
117	RB-FP-01
118	RB-FP-02
119	RB-FP-03
120	RB-C-01
121	RB-C-02
122	RB-C-03
123	RB-DC3-01
124	RB-DC3-02
125	RB-DC3-03
126	RB-TRAN2-01
127	RB-TRAN2-02
128	RB-TRAN2-03
129	RB-C2-01
130	RB-C2-02
131	RB-C2-03
132	RB-FS-01
133	RB-FS-02
134	RB-FS-03
135	RB-EJ-01
136	RB-EJ-02
137	RB-EJ-03
138	RB-WC2-01
139	RB-WC2-02
140	RB-WC2-03
141	RB-EJ2-01
142	RB-EJ2-02
143	RB-EJ2-03
144	RB-RM-01
145	RB-RM-02
146	RB-RM-03
147	RB-RM2-01
148	RB-RM2-02
149	RB-RM2-03
150	RB-RT-01
151	RB-RT-02
152	RB-RT-03
153	RB-RC-01
154	RB-RC-02
155	RB-RC-03
156	RB-RT2-01
157	RB-RT2-02
158	RB-RT2-03
159	RB-RM3-01
160	RB-RM3-02
161	RB-RM3-03
162	RB-RT3-01

Sample Key Table

Key	Sample No.
Asbestos	
163	RB-RT3-02
164	RB-RT3-03
165	RB-WC3-01
166	RB-WC3-01
167	RB-WC3-01
168	RB-AS2-01
169	RB-AS2-02
170	RB-AS2-03
171	RB-RM4-01
172	RB-RM4-02
173	RB-RM4-03
174	RB-RC2-01
175	RB-RC2-02
176	RB-RC2-03
177	RB-RM5-01
178	RB-RM5-02
179	RB-RM5-03
180	RB-EJ3-01
181	RB-EJ3-02
182	RB-EJ3-03
PCB	
1	RB-C1
2	RB-C2
3	RB-C3
4	RB-C4
5	RB-C5
6	RB-C6
7	RB-C7
8	RB-C8
9	RB-C9
10	RB-C10



Legend

- Asbestos-Containing Sample Material Location
- Negative PCB Sample Location
- Non-Asbestos-Containing Sample Material Location
- Positive LBP Sample Location
- Inaccessible

N

Not to scale

Former Rath Buildings
1442, 1508, 1620, and 1656 Sycamore Street
Waterloo, Iowa

Figure 6
Sample Location Map - 5th Floor

TETRA TECH TOEROEK ASSOCIATES, INC.

Date: 8/22/2022 Drawn By: Susmita Shrestha Project No: 103Z65210190.010.05

X:\GIS\52 to 199\010.05\Projects\mxd\Figure6.mxd

Sample Key Table

Key	Sample No.
Asbestos	
1	RB-WG-01
2	RB-WG-02
3	RB-WG-03
4	RB-BG-01
5	RB-BG-02
6	RB-BG-03
7	RB-TSI-01
8	RB-TSI-02
9	RB-TSI-03
10	RB-TSI2-01
11	RB-TSI2-02
12	RB-TSI2-03
13	RB-PL-01
14	RB-PL-02
15	RB-PL-03
16	RB-CI-01
17	RB-CI-02
18	RB-CI-03
19	RB-TSI3-01
20	RB-TSI3-02
21	RB-TSI3-03
22	RB-INS-01
23	RB-INS-02
24	RB-INS-03
25	RB-TSI4-01
26	RB-TSI4-02
27	RB-TSI4-03
28	RB-DC-01
29	RB-DC-02
30	RB-DC-03
31	RB-BI-01
32	RB-BI-02
33	RB-BI-03
34	RB-T-01
35	RB-T-02
36	RB-T-03
37	RB-TRAN-01
38	RB-TRAN-02
39	RB-TRAN-03
40	RB-DS-01
41	RB-DS-02
42	RB-DS-03
43	RB-TSI5-01
44	RB-TSI5-02
45	RB-TSI5-03
46	RB-PL-04
47	RB-PL-05
48	RB-PL-06
49	RB-PL-07
50	RB-AS-01
51	RB-AS-02
52	RB-AS-03
53	RB-DC2-01

Sample Key Table

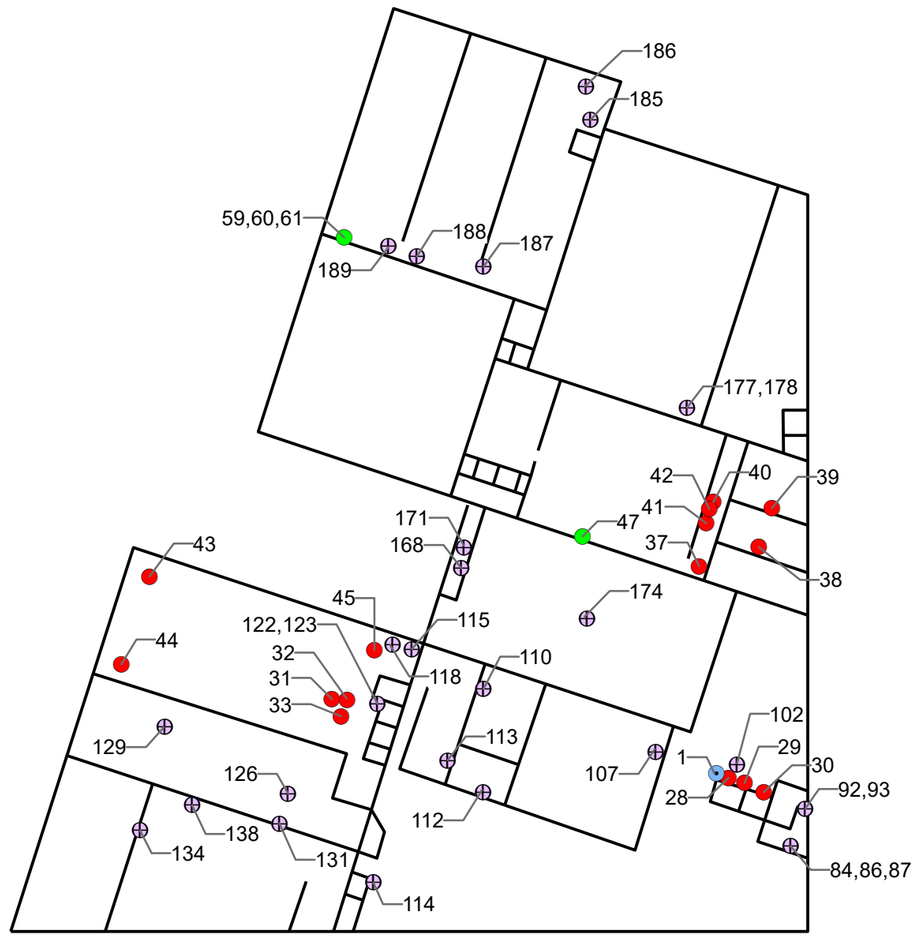
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	RB-TI-02
80	RB-TI-03
81	RB-CFT-01
82	RB-CFT-02
83	RB-CFT-03
84	RB-VFT-01
85	RB-VFT-02
86	RB-VFT-03
87	RB-CB-01
88	RB-CB-02
89	RB-CB-03
90	RB-CT-01
91	RB-CT-02
92	RB-CT-03
93	RB-VFT2-01
94	RB-VFT2-02
95	RB-VFT2-03
96	RB-TSI6-01
97	RB-TSI6-02
98	RB-TSI6-03
99	RB-VFT3-01
100	RB-VFT3-02
101	RB-VFT3-03
102	RB-CT2-01
103	RB-CT2-02
104	RB-CT2-03
105	RB-DWJC-01
106	RB-DWJC-02
107	RB-DWJC-03
108	RB-CB2-01
109	RB-CB2-02

Sample Key Table

Key	Sample No.
Asbestos	
110	RB-CB2-03
111	RB-SF-01
112	RB-SF-02
113	RB-SF-03
114	RB-CRT-01
115	RB-CRT-02
116	RB-CRT-03
117	RB-FP-01
118	RB-FP-02
119	RB-FP-03
120	RB-C-01
121	RB-C-02
122	RB-C-03
123	RB-DC3-01
124	RB-DC3-02
125	RB-DC3-03
126	RB-TRAN2-01
127	RB-TRAN2-02
128	RB-TRAN2-03
129	RB-C2-01
130	RB-C2-02
131	RB-C2-03
132	RB-FS-01
133	RB-FS-02
134	RB-FS-03
135	RB-EJ-01
136	RB-EJ-02
137	RB-EJ-03
138	RB-WC2-01
139	RB-WC2-02
140	RB-WC2-03
141	RB-EJ2-01
142	RB-EJ2-02
143	RB-EJ2-03
144	RB-RM-01
145	RB-RM-02
146	RB-RM-03
147	RB-RM2-01
148	RB-RM2-02
149	RB-RM2-03
150	RB-RT-01
151	RB-RT-02
152	RB-RT-03
153	RB-RC-01
154	RB-RC-02
155	RB-RC-03
156	RB-RT2-01
157	RB-RT2-02
158	RB-RT2-03
159	RB-RM3-01
160	RB-RM3-02
161	RB-RM3-03
162	RB-RT3-01

Sample Key Table

Key	Sample No.
Asbestos	
163	RB-RT3-02
164	RB-RT3-03
165	RB-WC3-01
166	RB-WC3-01
167	RB-WC3-01
168	RB-AS2-01
169	RB-AS2-02
170	RB-AS2-03
171	RB-RM4-01
172	RB-RM4-02
173	RB-RM4-03
174	RB-RC2-01
175	RB-RC2-02
176	RB-RC2-03
177	RB-RM5-01
178	RB-RM5-02
179	RB-RM5-03
180	RB-EJ3-01
181	RB-EJ3-02
182	RB-EJ3-03
PCB	
1	RB-C1
2	RB-C2
3	RB-C3
4	RB-C4
5	RB-C5
6	RB-C6
7	RB-C7
8	RB-C8
9	RB-C9
10	RB-C10



Legend

- Asbestos-Containing Sample Material Location
- Negative PCB Sample Location
- Non-Asbestos-Containing Sample Material Location
- Positive LBP Sample Location

N

Not to scale

Former Rath Buildings
1442, 1508, 1620, and 1656 Sycamore Street
Waterloo, Iowa

Figure 7
Sample Location Map - 6th Floor

TETRA TECH TOEROEK ASSOCIATES, INC.

Date: 8/22/2022 Drawn By: Susmita Shrestha Project No: 103Z65210190.010.05

X:\G\65210190\10.05\Projects\mxd\Figure7.mxd

Sample Key Table

Key	Sample No.
Asbestos	
1	RB-WG-01
2	RB-WG-02
3	RB-WG-03
4	RB-BG-01
5	RB-BG-02
6	RB-BG-03
7	RB-TSI-01
8	RB-TSI-02
9	RB-TSI-03
10	RB-TSI2-01
11	RB-TSI2-02
12	RB-TSI2-03
13	RB-PL-01
14	RB-PL-02
15	RB-PL-03
16	RB-CI-01
17	RB-CI-02
18	RB-CI-03
19	RB-TSI3-01
20	RB-TSI3-02
21	RB-TSI3-03
22	RB-INS-01
23	RB-INS-02
24	RB-INS-03
25	RB-TSI4-01
26	RB-TSI4-02
27	RB-TSI4-03
28	RB-DC-01
29	RB-DC-02
30	RB-DC-03
31	RB-BI-01
32	RB-BI-02
33	RB-BI-03
34	RB-T-01
35	RB-T-02
36	RB-T-03
37	RB-TRAN-01
38	RB-TRAN-02
39	RB-TRAN-03
40	RB-DS-01
41	RB-DS-02
42	RB-DS-03
43	RB-TSI5-01
44	RB-TSI5-02
45	RB-TSI5-03
46	RB-PL-04
47	RB-PL-05
48	RB-PL-06
49	RB-PL-07
50	RB-AS-01
51	RB-AS-02
52	RB-AS-03
53	RB-DC2-01

Sample Key Table

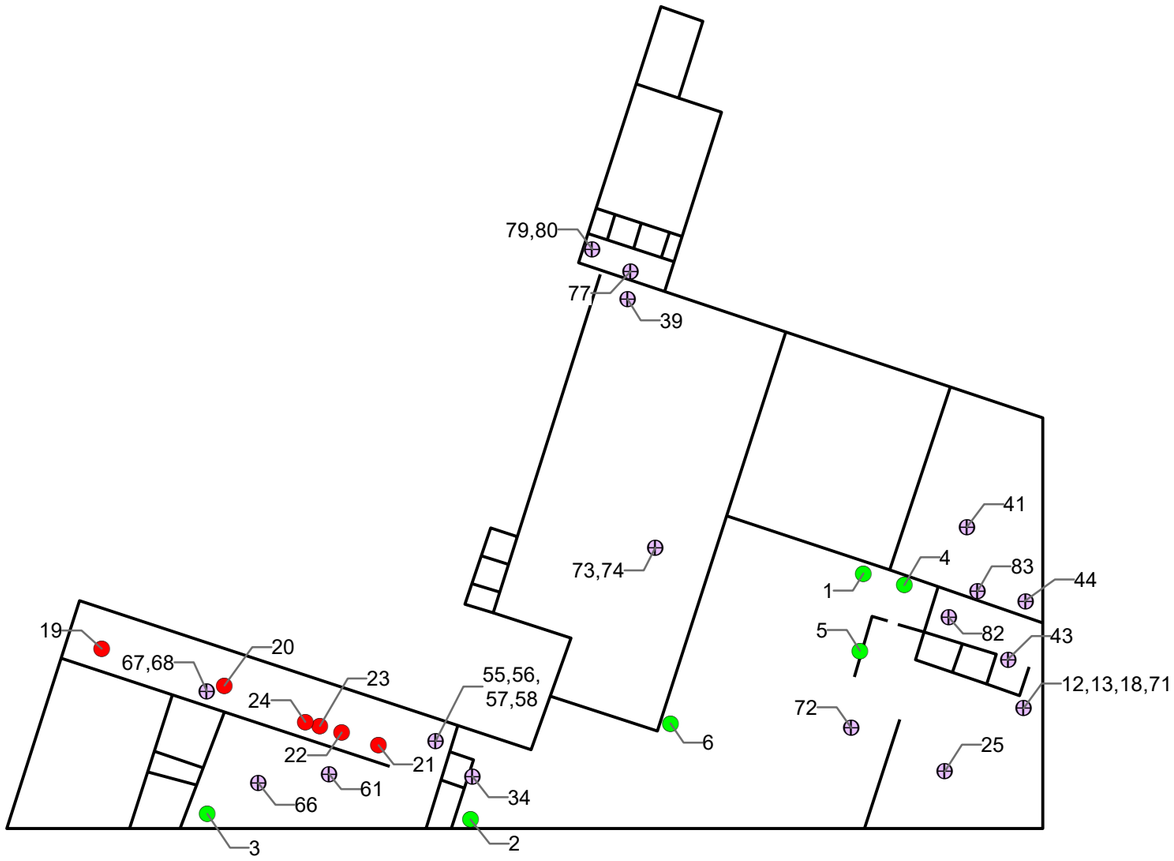
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	RB-TI-02
80	RB-TI-03
81	RB-CFT-01
82	RB-CFT-02
83	RB-CFT-03
84	RB-VFT-01
85	RB-VFT-02
86	RB-VFT-03
87	RB-CB-01
88	RB-CB-02
89	RB-CB-03
90	RB-CT-01
91	RB-CT-02
92	RB-CT-03
93	RB-VFT2-01
94	RB-VFT2-02
95	RB-VFT2-03
96	RB-TSI6-01
97	RB-TSI6-02
98	RB-TSI6-03
99	RB-VFT3-01
100	RB-VFT3-02
101	RB-VFT3-03
102	RB-CT2-01
103	RB-CT2-02
104	RB-CT2-03
105	RB-DWJC-01
106	RB-DWJC-02
107	RB-DWJC-03
108	RB-CB2-01
109	RB-CB2-02

Sample Key Table

Key	Sample No.
Asbestos	
110	RB-CB2-03
111	RB-SF-01
112	RB-SF-02
113	RB-SF-03
114	RB-CRT-01
115	RB-CRT-02
116	RB-CRT-03
117	RB-FP-01
118	RB-FP-02
119	RB-FP-03
120	RB-C-01
121	RB-C-02
122	RB-C-03
123	RB-DC3-01
124	RB-DC3-02
125	RB-DC3-03
126	RB-TRAN2-01
127	RB-TRAN2-02
128	RB-TRAN2-03
129	RB-C2-01
130	RB-C2-02
131	RB-C2-03
132	RB-FS-01
133	RB-FS-02
134	RB-FS-03
135	RB-EJ-01
136	RB-EJ-02
137	RB-EJ-03
138	RB-WC2-01
139	RB-WC2-02
140	RB-WC2-03
141	RB-EJ2-01
142	RB-EJ2-02
143	RB-EJ2-03
144	RB-RM-01
145	RB-RM-02
146	RB-RM-03
147	RB-RM2-01
148	RB-RM2-02
149	RB-RM2-03
150	RB-RT-01
151	RB-RT-02
152	RB-RT-03
153	RB-RC-01
154	RB-RC-02
155	RB-RC-03
156	RB-RT2-01
157	RB-RT2-02
158	RB-RT2-03
159	RB-RM3-01
160	RB-RM3-02
161	RB-RM3-03
162	RB-RT3-01

Sample Key Table

Key	Sample No.
Asbestos	
163	RB-RT3-02
164	RB-RT3-03
165	RB-WC3-01
166	RB-WC3-01
167	RB-WC3-01
168	RB-AS2-01
169	RB-AS2-02
170	RB-AS2-03
171	RB-RM4-01
172	RB-RM4-02
173	RB-RM4-03
174	RB-RC2-01
175	RB-RC2-02
176	RB-RC2-03
177	RB-RM5-01
178	RB-RM5-02
179	RB-RM5-03
180	RB-EJ3-01
181	RB-EJ3-02
182	RB-EJ3-03
PCB	
1	RB-C1
2	RB-C2
3	RB-C3
4	RB-C4
5	RB-C5
6	RB-C6
7	RB-C7
8	RB-C8
9	RB-C9
10	RB-C10



Legend

- Asbestos-Containing Sample Material Location
- Non-Asbestos-Containing Sample Material Location
- Positive LBP Sample Location

N

Not to scale

Former Rath Buildings
1442, 1508, 1620, and 1656 Sycamore Street
Waterloo, Iowa

Figure 8
Sample Location Map - 7th Floor

TETRA TECH TOEROEK ASSOCIATES, INC.

Date: 8/22/2022 Drawn By: Susmita Shrestha Project No: 103Z65210190.010.05

X:\G\65210190\010.05\Projects\mxd\Figure8.mxd

Sample Key Table

Key	Sample No.
Asbestos	
1	RB-WG-01
2	RB-WG-02
3	RB-WG-03
4	RB-BG-01
5	RB-BG-02
6	RB-BG-03
7	RB-TSI-01
8	RB-TSI-02
9	RB-TSI-03
10	RB-TSI2-01
11	RB-TSI2-02
12	RB-TSI2-03
13	RB-PL-01
14	RB-PL-02
15	RB-PL-03
16	RB-CI-01
17	RB-CI-02
18	RB-CI-03
19	RB-TSI3-01
20	RB-TSI3-02
21	RB-TSI3-03
22	RB-INS-01
23	RB-INS-02
24	RB-INS-03
25	RB-TSI4-01
26	RB-TSI4-02
27	RB-TSI4-03
28	RB-DC-01
29	RB-DC-02
30	RB-DC-03
31	RB-BI-01
32	RB-BI-02
33	RB-BI-03
34	RB-T-01
35	RB-T-02
36	RB-T-03
37	RB-TRAN-01
38	RB-TRAN-02
39	RB-TRAN-03
40	RB-DS-01
41	RB-DS-02
42	RB-DS-03
43	RB-TSI5-01
44	RB-TSI5-02
45	RB-TSI5-03
46	RB-PL-04
47	RB-PL-05
48	RB-PL-06
49	RB-PL-07
50	RB-AS-01
51	RB-AS-02
52	RB-AS-03
53	RB-DC2-01

Sample Key Table

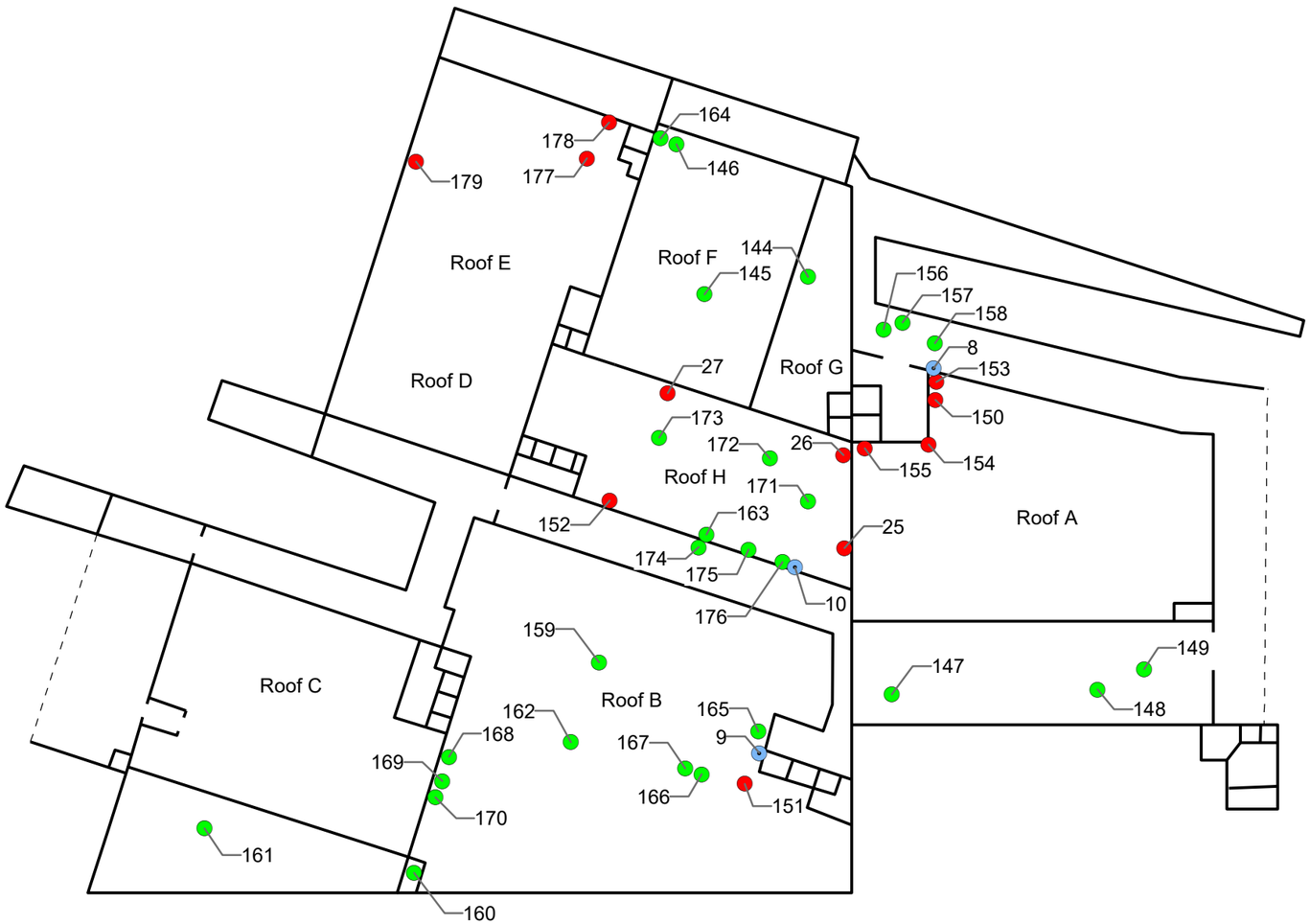
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	RB-TI-02
80	RB-TI-03
81	RB-CFT-01
82	RB-CFT-02
83	RB-CFT-03
84	RB-VFT-01
85	RB-VFT-02
86	RB-VFT-03
87	RB-CB-01
88	RB-CB-02
89	RB-CB-03
90	RB-CT-01
91	RB-CT-02
92	RB-CT-03
93	RB-VFT2-01
94	RB-VFT2-02
95	RB-VFT2-03
96	RB-TSI6-01
97	RB-TSI6-02
98	RB-TSI6-03
99	RB-VFT3-01
100	RB-VFT3-02
101	RB-VFT3-03
102	RB-CT2-01
103	RB-CT2-02
104	RB-CT2-03
105	RB-DWJC-01
106	RB-DWJC-02
107	RB-DWJC-03
108	RB-CB2-01
109	RB-CB2-02

Sample Key Table

Key	Sample No.
Asbestos	
110	RB-CB2-03
111	RB-SF-01
112	RB-SF-02
113	RB-SF-03
114	RB-CRT-01
115	RB-CRT-02
116	RB-CRT-03
117	RB-FP-01
118	RB-FP-02
119	RB-FP-03
120	RB-C-01
121	RB-C-02
122	RB-C-03
123	RB-DC3-01
124	RB-DC3-02
125	RB-DC3-03
126	RB-TRAN2-01
127	RB-TRAN2-02
128	RB-TRAN2-03
129	RB-C2-01
130	RB-C2-02
131	RB-C2-03
132	RB-FS-01
133	RB-FS-02
134	RB-FS-03
135	RB-EJ-01
136	RB-EJ-02
137	RB-EJ-03
138	RB-WC2-01
139	RB-WC2-02
140	RB-WC2-03
141	RB-EJ2-01
142	RB-EJ2-02
143	RB-EJ2-03
144	RB-RM-01
145	RB-RM-02
146	RB-RM-03
147	RB-RM2-01
148	RB-RM2-02
149	RB-RM2-03
150	RB-RT-01
151	RB-RT-02
152	RB-RT-03
153	RB-RC-01
154	RB-RC-02
155	RB-RC-03
156	RB-RT2-01
157	RB-RT2-02
158	RB-RT2-03
159	RB-RM3-01
160	RB-RM3-02
161	RB-RM3-03
162	RB-RT3-01

Sample Key Table

Key	Sample No.
Asbestos	
163	RB-RT3-02
164	RB-RT3-03
165	RB-WC3-01
166	RB-WC3-01
167	RB-WC3-01
168	RB-AS2-01
169	RB-AS2-02
170	RB-AS2-03
171	RB-RM4-01
172	RB-RM4-02
173	RB-RM4-03
174	RB-RC2-01
175	RB-RC2-02
176	RB-RC2-03
177	RB-RM5-01
178	RB-RM5-02
179	RB-RM5-03
180	RB-EJ3-01
181	RB-EJ3-02
182	RB-EJ3-03
PCB	
1	RB-C1
2	RB-C2
3	RB-C3
4	RB-C4
5	RB-C5
6	RB-C6
7	RB-C7
8	RB-C8
9	RB-C9
10	RB-C10



Legend

- Asbestos-Containing Sample Material Location
- Negative PCB Sample Location
- Non-Asbestos-Containing Sample Material Location

N

Not to scale

Former Rath Buildings
1442, 1508, 1620, and 1656 Sycamore Street
Waterloo, Iowa

Figure 9
Sample Location Map - Roof

TETRA TECH TOEROEK ASSOCIATES, INC.

Date: 8/22/2022 Drawn By: Susmita Shrestha Project No: 103Z65210190.010.05

X:\G\65210190\10.05\Projects\mxd\Figure9.mxd

APPENDIX B

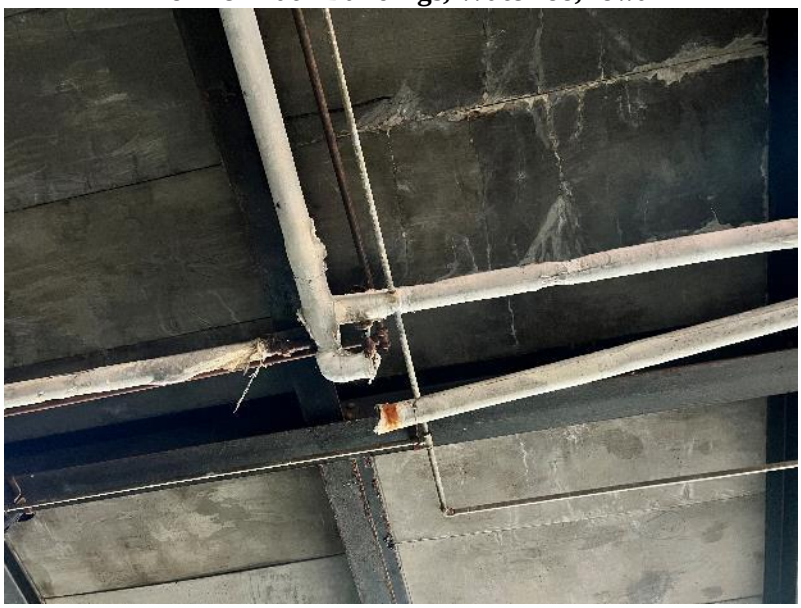
PHOTOGRAPHIC DOCUMENTATION LOG

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

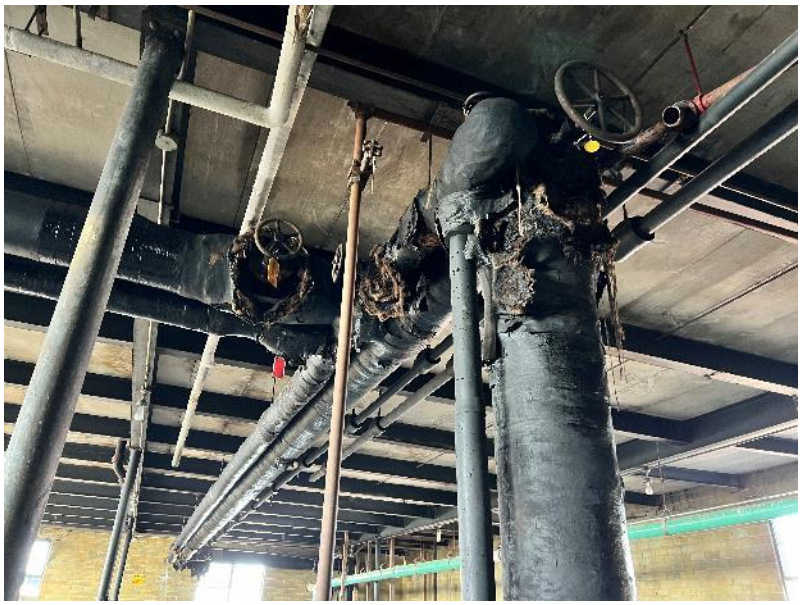
SUBTASK NO. 010.05	DESCRIPTION	This photograph shows the subject property building.	1
	CLIENT	U.S. Environmental Protection Agency (EPA)	Date
Direction: Southwest	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows white window caulk and window glazing on interior square-paned windows.	2
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa



SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing white pipe insulation throughout the building.	3
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022



SUBTASK NO. 010.05	DESCRIPTION	This photograph shows black 8”-24” pipe insulation throughout the building.	4
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing green pipe insulation on the 7th floor – C71 and C72.	5
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing heater insulation on the 5th floor heaters.	6
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows black, asbestos-containing, felt-wrapped pipe insulation on the roofs.	7
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows black asbestos-containing door caulk on elevator doors.	8
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows tar typical of that observed on walls and ceilings throughout the building.	9
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing boiler insulation (scattered pipe insulation debris) in C64, C71, C72, B56, C51, and G51.	10
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing transite wall panels on the 6th floor – H area and E61.	11
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing black duct sealant on the 6th floor – G area, A3, and C64.	12
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing aircell pipe insulation in C51, E51, G22, basement boiler room, and east abandoned bathroom.	13
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing asphalt shingles over cork insulation on the upper columns and ceiling of B55.	14
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a fire hose in E61.	15
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows black pipe wrap in F51.	16
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows freezer wall coating typical of that on the walls and ceilings of freezers throughout the building.	17
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing white tank insulation on tanks in G22 and CB1.	18
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing green 9” x 9” vinyl floor tile in the C22 – lab area.	19
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing brown 12” x 12” vinyl floor tile in the C22 – lab hallway.	20
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows silver-painted asbestos-containing insulation in the C22 – lab area.	21
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

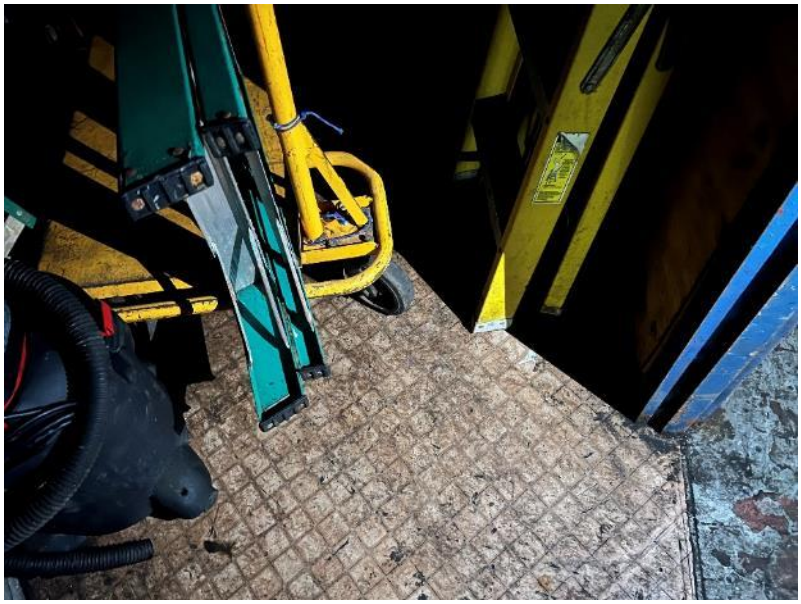
SUBTASK NO. 010.05	DESCRIPTION	This photograph shows grey 12” x 12” vinyl floor tile in the loading dock office.	22
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows white fissure 2’ x 4’ ceiling tile in the loading dock office.	23
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows drywall joint compound in the breakroom.	24
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa



SUBTASK NO. 010.05	DESCRIPTION	This photograph shows brown sheet flooring in the 1st floor closet.	25
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows black countertop in the C22 – lab area.	26
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows spray-on fireproofing in AB2.	27
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing door caulk on the west exterior loading dock door.	28
	CLIENT	EPA	Date
Direction: North	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing corrugated transite panels on the southwest rail dock wall.	29
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows grey expansion caulk on the exterior of C13 southeast corner.	30
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

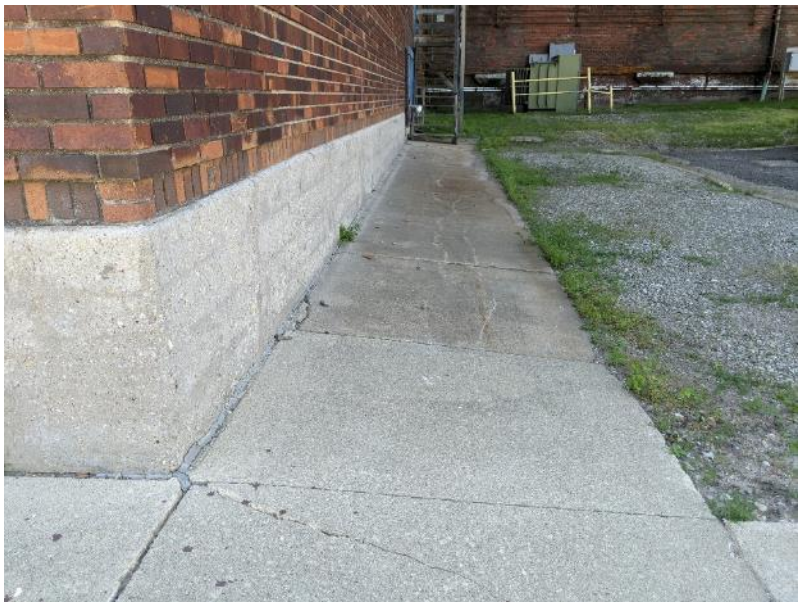
Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asphaltic floor seam on the exterior of the C13 ramp.	31
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows white expansion joint (soft) on the northeast and north center of C12.	32
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows grey asbestos-containing caulk on the north exterior street level windows.	33
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022



SUBTASK NO. 010.05	DESCRIPTION	This photograph shows grey expansion joint on the northwest ground perimeter.	34
	CLIENT	EPA	Date
Direction: West	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows roofing material on roofs B and C.	35
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows roofing material on roof A.	36
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows grey asbestos-containing roofing tar on all roofs.	37
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

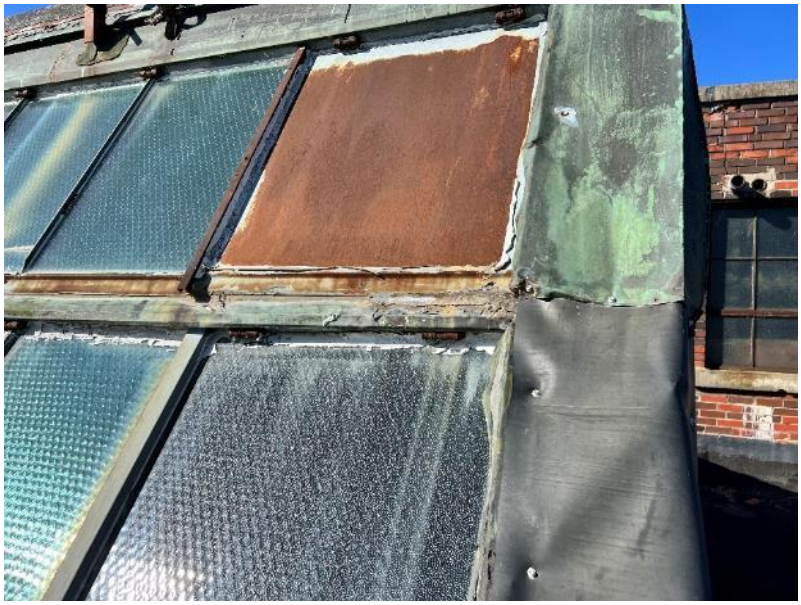
SUBTASK NO. 010.05	DESCRIPTION	This photograph shows white roofing caulk on roof A.	38
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows roofing material on roofs F and G.	39
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows black roofing tar typical of that observed on all roofs.	40
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa



SUBTASK NO. 010.05	DESCRIPTION	This photograph shows white window caulk on roof B skylight windows.	41
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asphalt shingles on roof B/C transition.	42
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows roofing material on roofs D and H.	43
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows asbestos-containing roofing material on roof E.	44
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of blue and yellow lead-based paint (LBP) on door frames throughout the facility.	45
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of blue LBP on metal posts in room B71.	46
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of white LBP on metal posts in room B73.	47
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows grey LBP on a metal door in room B72.	48
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows grey LBP on the metal door frames and elevator door in room C71.	49
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of green LBP on structural steel in rooms C72 and C71.	50
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows green LBP on pipe wrap in room C71.	51
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of grey LBP on structural steel in rooms B71 and B73.	52
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of black LBP on structural steel and posts in room B74.	53
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of grey LBP on metal door frames in room H71.	54
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows grey LBP on the metal door frames and wall dividers in room B72.	55
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of blue and yellow LBP on metal door frames on the elevator doors.	56
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of grey LBP on metal trim in rooms C63 and C64.	57
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

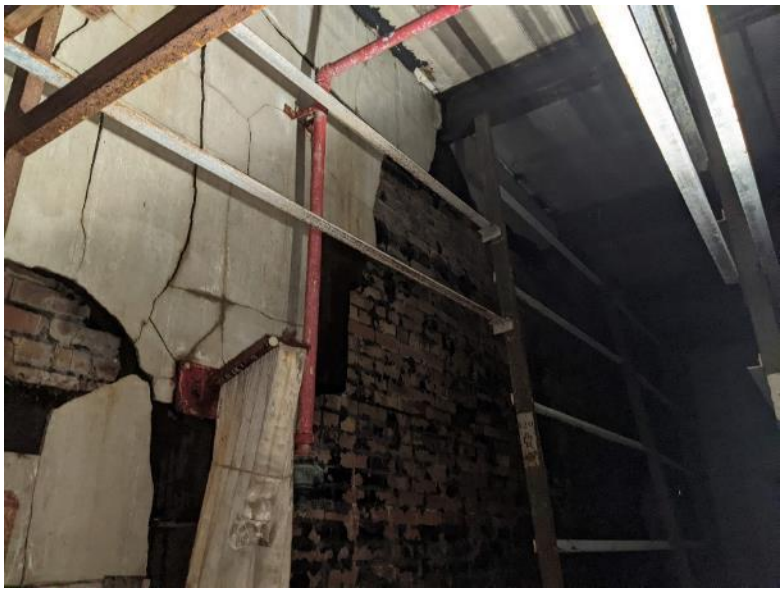
SUBTASK NO. 010.05	DESCRIPTION	This photograph shows green LBP on a metal door frame in room C64.	58
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of green LBP on walls in women's restroom C64.	59
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of white LBP on posts and grey paint on I-beams in room C63.	60
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

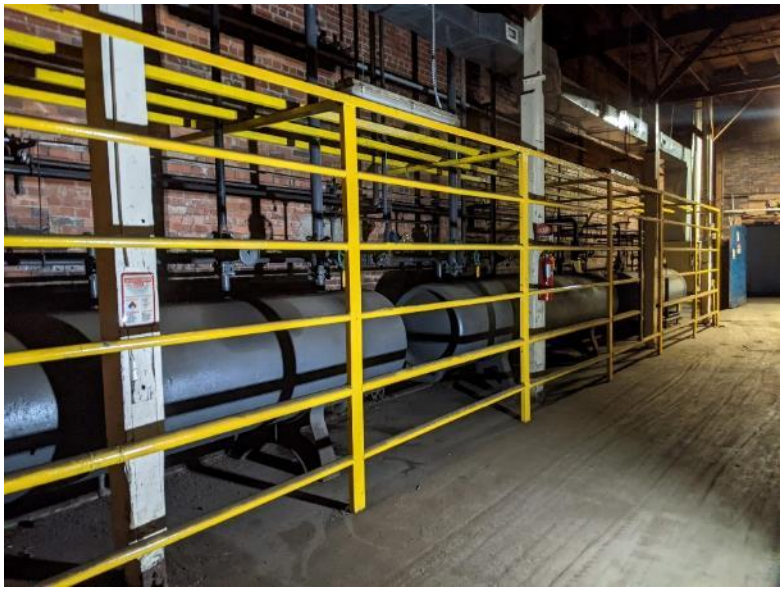


SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of red LBP on fire suppression piping.	61
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of blue LBP on metal doors.	62
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of blue LBP on a metal guard in room B55.	63
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022



SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of yellow LBP on guarding around the ammonia tank in room A42.	64
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of yellow LBP on piping in room C33.	65
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

APPENDIX C

INSPECTOR CERTIFICATIONS

ZACHARY USHER

DOB: 12-17-1990

Issued: 09-23-2021

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.

December 19, 2020

Zachary Scot Usher
8151 N Denver Avenue APT 3223
Kansas City, MO 64119

Dear Zachary Scot Usher

The department has reviewed the information you submitted and determined that you have met the requirements for certification in the state of Iowa as a Lead Inspector/Risk Assessor. Your certification number is: LEAD-INSP10153.

Your certification will expire on December 18, 2023. By that date, you must renew your certification in order to perform any lead professional certification activities. To renew your certification, you will need to have completed the appropriate refresher course. Refresher courses are valid if taken within 3-years from the date that you renew.

Please keep a copy of your certification on your person or in an easily retrievable area at the work site. If you submitted your application online or with a valid email address, the certification is being provided to you electronically. You may choose to either print these documents or have them available on your phone or other electronic device for display if requested.

You can find the certification requirements and work practice standards for all lead professionals in Iowa Administrative Code 641 - Chapter 70, which is at: http://www.idph.iowa.gov/LPP under "Resources". You **must** be currently certified to perform work that requires certification.

Bureau of Environmental Health Services
Lead Professional Certification
Phone: 800-972-2026
E-mail: Lead.Bureau@idph.iowa.gov

IOWA DEPARTMENT OF PUBLIC HEALTH

Zachary Scot Usher

Lead Inspector/Risk Assessor

Certification Number: LEAD-INSP10153

Expiration Date: December 18, 2023

APPENDIX D

ACM ANALYTICAL RESULTS AND CHAIN-OF-CUSTODY FORMS

Eurofins J3 Resources, Inc.
6110 W. 34th Street, Houston, Texas 77092
Phone: (713) 290-0221 - Fax: (713) 290-0248
J3Resources.com

Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JH22138105
Project #: 2958098
Date Received: 21-Jun-2022
Date Analyzed: 23-Jun-2022
Date Reported: 12-Jul-2022

2958098 - REVISED

Sample ID #	Sample Description	Asbestos Constituents		Non-Asbestos Constituents	
RB-WG-01	Window Glazing, Gray, Homogeneous	Chrysotile	<1%	Wollastonite Non-Fibrous Material	2% 98%
RB-WG-02	Window Glazing, Pink, Homogeneous	Chrysotile	<1%	Wollastonite Non-Fibrous Material	2% 98%
RB-WG-03	Window Glazing, Gray, Homogeneous	Chrysotile	<1%	Wollastonite Non-Fibrous Material	2% 98%
RB-BG-01	Block Grout, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-BG-02	Block Grout, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-BG-03	Block Grout, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-TSI-01	Insulation, White, Homogeneous	Amosite Chrysotile	20% 8%	Non-Fibrous Material	72%
RB-TSI-02	Insulation, *Not analyzed per client request				
RB-TSI-03	LAYER 1 Wrap, Gray, Homogeneous LAYER 2 Insulation, *Not analyzed per client request	None Detected		Cellulose Fiber Synthetic Fiber Non-Fibrous Material	45% 45% 10%

Revision: Remove duplicate entry sample and data, client requested - pg 23

Jovahnny Dominguez Analyst

Scott Ward, Ph.D. Lab Director

Results apply to the sample as received and relate only to the items tested. This report is for the exclusive use of the addressed client and shall not be reproduced except in full, without written approval by Eurofins J3 Resources, Inc. (EJ3). Samples are analyzed according to the methods listed above and are subject to the inherent limitations of PLM and interference of matrix components. Reporting limit for the above method is a function of the quantity of sample analyzed, matrix interference, sample preparation, fiber size, and distribution. Asbestos may be detected in concentrations of <1% by area if sufficient material is analyzed. All reported results have been determined by calibrated visual estimation (CVE) unless otherwise noted. According to the USEPA 1991 Clarification and the Texas Asbestos Health Protection Rule, a material containing asbestos of <10% by CVE (including <1% asbestos) can only be demonstrated as a non-asbestos containing building material (non-ACBM) if confirmed by point counting. EJ3 recommends TEM confirmation of soils, vermiculite and non-friable organically bound materials (NOB) reported as None Detected or < 1% Asbestos by PLM. All samples received in good condition unless otherwise noted. This report shall not be used to claim product approval, certification, or endorsement by NVLAP, NIST, or any agency of the federal government.

Eurofins J3 Resources, Inc.
6110 W. 34th Street, Houston, Texas 77092
Phone: (713) 290-0221 - Fax: (713) 290-0248
J3Resources.com

Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JH22138105
Project #: 2958098
Date Received: 21-Jun-2022
Date Analyzed: 23-Jun-2022
Date Reported: 12-Jul-2022

2958098

Sample ID #	Sample Description	Asbestos Constituents		Non-Asbestos Constituents	
RB-TSI2-01	LAYER 1 Mastic, Black, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Insulation, Brown, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	80% 20%
RB-TSI2-02	LAYER 1 Mastic, Black, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Insulation, Brown, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	80% 20%
RB-TSI2-03	LAYER 1 Mastic, Black, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Insulation, Brown, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	80% 20%
RB-PL-01	Plaster, Gray, Homogeneous	Chrysotile	<1%	Non-Fibrous Material	100%
RB-PL-02	Plaster, Gray, Homogeneous	Chrysotile	<1%	Non-Fibrous Material	100%
RB-PL-03	Plaster, Gray, Homogeneous	Chrysotile	<1%	Non-Fibrous Material	100%
RB-CI-01	Cork, Brown, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-CI-02	Cork, Brown, Homogeneous	None Detected		Non-Fibrous Material	100%

Jovahnny Dominguez Analyst

Scott Ward, Ph.D. Lab Director

Results apply to the sample as received and relate only to the items tested. This report is for the exclusive use of the addressed client and shall not be reproduced except in full, without written approval by Eurofins J3 Resources, Inc. (EJ3). Samples are analyzed according to the methods listed above and are subject to the inherent limitations of PLM and interference of matrix components. Reporting limit for the above method is a function of the quantity of sample analyzed, matrix interference, sample preparation, fiber size, and distribution. Asbestos may be detected in concentrations of <1% by area if sufficient material is analyzed. All reported results have been determined by calibrated visual estimation (CVE) unless otherwise noted. According to the USEPA 1991 Clarification and the Texas Asbestos Health Protection Rule, a material containing asbestos of <10% by CVE (including <1% asbestos) can only be demonstrated as a non-asbestos containing building material (non-ACBM) if confirmed by point counting. EJ3 recommends TEM confirmation of soils, vermiculite and non-friable organically bound materials (NOB) reported as None Detected or < 1% Asbestos by PLM. All samples received in good condition unless otherwise noted. This report shall not be used to claim product approval, certification, or endorsement by NVLAP, NIST, or any agency of the federal government.

Eurofins J3 Resources, Inc.
6110 W. 34th Street, Houston, Texas 77092
Phone: (713) 290-0221 - Fax: (713) 290-0248
J3Resources.com

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Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JH22138105
Project #: 2958098
Date Received: 21-Jun-2022
Date Analyzed: 23-Jun-2022
Date Reported: 12-Jul-2022

2958098

Sample ID #	Sample Description	Asbestos Constituents		Non-Asbestos Constituents	
RB-CI-03	Cork, Brown, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-TSI3-01	Insulation, Gray, Homogeneous	Chrysotile	25%	Non-Fibrous Material	75%
RB-TSI3-02	Insulation, *Not analyzed per client request				
RB-TSI3-03	Insulation, *Not analyzed per client request				
RB-INS-01	Insulation, Gray, Homogeneous	Amosite Chrysotile	10% 10%	Mineral Wool Non-Fibrous Material	2% 78%
RB-INS-02	Insulation, *Not analyzed per client request				
RB-INS-03	Insulation, *Not analyzed per client request				
RB-TSI4-01	LAYER 1 Tar and Felt, Black, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	50% 50%
	LAYER 2 Insulation, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-TSI4-02	LAYER 1 Tar and Felt, Black, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	50% 50%
	LAYER 2 Tar and Felt, Black, Homogeneous	Chrysotile	30%	Non-Fibrous Material	70%
	LAYER 3 Insulation, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%

Jovahnny Dominguez Analyst

Scott Ward, Ph.D. Lab Director

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Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JH22138105
Project #: 2958098
Date Received: 21-Jun-2022
Date Analyzed: 23-Jun-2022
Date Reported: 12-Jul-2022

2958098

Sample ID #	Sample Description	Asbestos Constituents		Non-Asbestos Constituents	
RB-TSI4-03	LAYER 1 Tar and Felt, Black, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	50% 50%
	LAYER 2 Tar and Felt, *Not analyzed per client request				
	LAYER 3 Insulation, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-DC-01	Caulk, Brown, Homogeneous	Chrysotile	5%	Non-Fibrous Material	95%
RB-DC-02	Caulk, *Not analyzed per client request				
RB-DC-03	Caulk, *Not analyzed per client request				
RB-BI-01	Insulation, White, Homogeneous	Amosite	10%	Non-Fibrous Material	90%
RB-BI-02	Insulation, *Not analyzed per client request				
RB-BI-03	Insulation, *Not analyzed per client request				
RB-T-01	Tar, Black, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-T-02	Tar, Black, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-T-03	Tar, Black, Homogeneous	None Detected		Non-Fibrous Material	100%

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RB-TRAN-01	Transite, Beige, Homogeneous	Chrysotile	15%	Non-Fibrous Material	85%
RB-TRAN-02	Transite, *Not analyzed per client request				
RB-TRAN-03	Transite, *Not analyzed per client request				
RB-DS-01	Duct Sealant, Black, Homogeneous	Chrysotile	15%	Non-Fibrous Material	85%
RB-DS-02	Duct Sealant, *Not analyzed per client request				
RB-DS-03	Duct Sealant, *Not analyzed per client request				
RB-TSI5-01	Aircell Pipe Insulation, Beige, Homogeneous	Chrysotile	20%	Cellulose Fiber Non-Fibrous Material	10% 70%
RB-TSI5-02	Aircell Pipe Insulation, *Not analyzed per client request				
RB-TSI5-03	Aircell Pipe Insulation, *Not analyzed per client request				
RB-PL-04	Plaster, Gray, Homogeneous	Chrysotile	<1%	Non-Fibrous Material	100%
RB-PL-05	Plaster, Gray, Homogeneous	Chrysotile	<1%	Non-Fibrous Material	100%
RB-PL-06	Plaster, Gray, Homogeneous	Chrysotile	<1%	Non-Fibrous Material	100%

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RB-PL-07	Plaster, Gray, Homogeneous	Chrysotile	<1%	Non-Fibrous Material	100%
RB-AS-01	Shingle, Black, Homogeneous	Chrysotile	10%	Cellulose Fiber Non-Fibrous Material	2% 88%
RB-AS-02	Shingle, *Not analyzed per client request				
RB-AS-03	Shingle, *Not analyzed per client request				
RB-DC2-01	Door Caulk, Black, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	3% 97%
RB-DC2-02	Door Caulk, Black, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	3% 97%
RB-DC2-03	Door Caulk, Black, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	3% 97%
RB-WC-01	Caulk, White, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-WC-02	Caulk, White, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-WC-03	Caulk, White, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-FH-01	Fire Hose, Beige, Homogeneous	None Detected		Synthetic Fiber Non-Fibrous Material	95% 5%

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RB-FH-02	Fire Hose, Beige, Homogeneous	None Detected	Synthetic Fiber Non-Fibrous Material	95% 5%
RB-FH-03	Fire Hose, Beige, Homogeneous	None Detected	Synthetic Fiber Non-Fibrous Material	95% 5%
RB-PW-01	Tar Wrap, Black, Homogeneous	None Detected	Synthetic Fiber Non-Fibrous Material	15% 85%
RB-PW-02	Tar Wrap, Black, Homogeneous	None Detected	Synthetic Fiber Non-Fibrous Material	15% 85%
RB-PW-03	Tar Wrap, Black, Homogeneous	None Detected	Synthetic Fiber Non-Fibrous Material	15% 85%
RB-T2-01	Tar, Black, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-T2-02	Tar, Black, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-T2-03	Tar, Black, Homogeneous	None Detected	Non-Fibrous Material	100%

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RB-FWC-01	LAYER 1 Coating, White, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Insulation, White, Homogeneous	None Detected	Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%
	LAYER 3 Foam, White, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-FWC-02	LAYER 1 Coating, White, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Insulation, White, Homogeneous	None Detected	Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%
	LAYER 3 Foam, White, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-FWC-03	LAYER 1 Coating, White, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Insulation, White, Homogeneous	None Detected	Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%
RB-FWC-04	LAYER 1 Coating, White, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Insulation, White, Homogeneous	None Detected	Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%

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RB-FWC-05	LAYER 1 Coating, White, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Insulation, White, Homogeneous	None Detected		Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%
RB-FWC-06	LAYER 1 Coating, White, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Insulation, White, Homogeneous	None Detected		Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%
RB-FWC-07	LAYER 1 Coating, White, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Insulation, White, Homogeneous	None Detected		Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%
RB-TI-01	Insulation, Pink, Homogeneous	Chrysotile	30%	Non-Fibrous Material	70%
RB-TI-02	Insulation, *Not analyzed per client request				
RB-TI-03	Insulation, *Not analyzed per client request				
RB-CFT-01	Grout, Gray, Homogeneous No Ceramic Tile Present	None Detected		Non-Fibrous Material	100%
RB-CFT-02	Ceramic Tile, Brown, Homogeneous	None Detected		Non-Fibrous Material	100%

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RB-CFT-03	LAYER 1 Ceramic Tile, Brown, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Grout, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-VFT-01	LAYER 1 Floor Tile, Green, Homogeneous	Chrysotile	5%	Non-Fibrous Material	95%
	LAYER 2 Mastic, Black, Homogeneous	Chrysotile	5%	Non-Fibrous Material	95%
RB-VFT-02	Flooring, *Not analyzed per client request				
RB-VFT-03	Flooring, *Not analyzed per client request				
RB-CB-01	LAYER 1 Cove Base, Black, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Mastic, Dk. Brown, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-CB-02	LAYER 1 Cove Base, Black, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Mastic, Dk. Brown, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-CB-03	LAYER 1 Cove Base, Black, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Mastic, Dk. Brown, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-CT-01	Ceiling Tile, Dk. Brown, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	80% 20%

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RB-CT-02	Ceiling Tile, Dk. Brown, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	80% 20%
RB-CT-03	Ceiling Tile, Dk. Brown, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	80% 20%
RB-VFT2-01	LAYER 1 Floor Tile, Brown, Homogeneous	Chrysotile	2%	Non-Fibrous Material	98%
	LAYER 2 Mastic, Black, Homogeneous	Chrysotile	5%	Non-Fibrous Material	95%
RB-VFT2-02	Flooring, *Not analyzed per client request				
RB-VFT2-03	Flooring, *Not analyzed per client request				
RB-TSI6-01	LAYER 1 Coating, Silver, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Insulation, White, Homogeneous	Amosite Chrysotile	20% 3%	Non-Fibrous Material	77%
RB-TSI6-02	LAYER 1 Coating, Silver, Homogeneous	None Detected		Non-Fibrous Material	100%
	LAYER 2 Insulation, *Not analyzed per client request				

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RB-TSI6-03	LAYER 1 Wrap, Gray, Homogeneous	None Detected	Cellulose Fiber Synthetic Fiber Non-Fibrous Material	45% 45% 10%
	LAYER 2 Insulation, *Not analyzed per client request			
RB-VFT3-01	LAYER 1 Flooring, Gray, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Dk. Brown, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	5% 95%
RB-VFT3-02	LAYER 1 Flooring, Gray, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Dk. Brown, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	5% 95%
RB-VFT3-03	LAYER 1 Flooring, Gray, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Dk. Brown, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	5% 95%
RB-CT2-01	Ceiling Tile, White/ Gray, Homogeneous	None Detected	Cellulose Fiber Mineral Wool Non-Fibrous Material	60% 20% 20%

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Order #: JH22138105
Project #: 2958098
Date Received: 21-Jun-2022
Date Analyzed: 23-Jun-2022
Date Reported: 12-Jul-2022

2958098

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	
RB-CT2-02	Ceiling Tile, White/ Gray, Homogeneous	None Detected	Cellulose Fiber Mineral Wool Non-Fibrous Material	60% 20% 20%
RB-CT2-03	Ceiling Tile, White/ Gray, Homogeneous	None Detected	Cellulose Fiber Mineral Wool Non-Fibrous Material	60% 20% 20%
RB-DWJC-01	LAYER 1 Texture, White, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Wallboard, Brown/ White, Homogeneous	None Detected	Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% <1% 90%
RB-DWJC-02	LAYER 1 Texture, White, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Tape, Beige, Homogeneous	None Detected	Cellulose Fiber	100%
	LAYER 3 Joint Compound, White, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 4 Wallboard, Brown/ White, Homogeneous	None Detected	Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% <1% 90%
RB-DWJC-03	Texture, White, Homogeneous No Wallboard Present	None Detected	Non-Fibrous Material	100%
RB-CB2-01	Cove Base Mastic, Beige, Homogeneous	None Detected	Non-Fibrous Material	100%

Jovahnny Dominguez Analyst

Scott Ward, Ph.D. Lab Director

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Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

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Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	
RB-CB2-02	LAYER 1 Cove Base, Beige, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Beige, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-CB2-03	LAYER 1 Cove Base, Beige, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Beige, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-SF-01	LAYER 1 Sheet Flooring, Brown/ Beige, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	5% 95%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-SF-02	LAYER 1 Sheet Flooring, Brown/ Beige, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	5% 95%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-SF-03	LAYER 1 Sheet Flooring, Brown/ Beige, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	5% 95%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-CRT-01	Countertop, Black, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-CRT-02	Countertop, Black, Homogeneous	None Detected	Non-Fibrous Material	100%

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Sample ID #	Sample Description	Asbestos Constituents		Non-Asbestos Constituents	
RB-CRT-03	Countertop, Black, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-FP-01	Fireproofing, Gray, Homogeneous	None Detected		Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%
RB-FP-02	Fireproofing, Gray, Homogeneous	None Detected		Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%
RB-FP-03	Fireproofing, Gray, Homogeneous	None Detected		Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%
RB-C-01	Caulk, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-C-02	Caulk, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-C-03	Caulk, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-DC3-01	Caulk, Brown, Homogeneous	Chrysotile	10%	Non-Fibrous Material	90%
RB-DC3-02	Caulk, *Not analyzed per client request				
RB-DC3-03	Caulk, *Not analyzed per client request				

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Sample ID #	Sample Description	Asbestos Constituents		Non-Asbestos Constituents	
RB-TRAN2-01	Transite, White/ Gray, Homogeneous	Chrysotile	15%	Non-Fibrous Material	85%
RB-TRAN2-02	Transite, *Not analyzed per client request				
RB-TRAN2-03	Transite, *Not analyzed per client request				
RB-C2-01	Caulk, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-C2-02	Caulk, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-C2-03	Caulk, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-FS-01	Floor Seam, Black, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	5% 95%
RB-FS-02	Floor Seam, Black, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	5% 95%
RB-FS-03	Floor Seam, Black, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	5% 95%
RB-EJ-01	Expansion Joint, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-EJ-02	Expansion Joint, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%

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Sample ID #	Sample Description	Asbestos Constituents		Non-Asbestos Constituents	
RB-EJ-03	Expansion Joint, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-WC2-01	Window Caulk, Black, Homogeneous	Chrysotile	15%	Non-Fibrous Material	85%
RB-WC2-02	Window Caulk, *Not analyzed per client request				
RB-WC2-03	Window Caulk, *Not analyzed per client request				
RB-EJ2-01	Expansion Joint, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-EJ2-02	Expansion Joint, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-EJ2-03	Expansion Joint, Gray, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-RM-01	LAYER 1 Mastic Wrap, Black, Homogeneous	None Detected		Fibrous Glass Non-Fibrous Material	15% 85%
	LAYER 2 Tar, Black, Homogeneous	None Detected		Cellulose Fiber Non-Fibrous Material	10% 90%
	LAYER 3 Insulation, Yellow, Homogeneous	None Detected		Mineral Wool Non-Fibrous Material	95% 5%

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RB-RM-02	LAYER 1 Mastic Wrap, Black, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	15% 85%
	LAYER 2 Tar, Black, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	10% 90%
	LAYER 3 Insulation, Yellow, Homogeneous	None Detected	Mineral Wool Non-Fibrous Material	95% 5%
RB-RM-03	LAYER 1 Mastic Wrap, Black, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	15% 85%
	LAYER 2 Tar, Black, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	10% 90%
	LAYER 3 Insulation, Yellow, Homogeneous	None Detected	Mineral Wool Non-Fibrous Material	95% 5%
RB-RM2-01	LAYER 1 Membrane, Gray/ Beige, Homogeneous	None Detected	Synthetic Fiber Non-Fibrous Material	15% 85%
	LAYER 2 Foam Insulation, Gray/ Beige, Homogeneous	None Detected	Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%

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RB-RM2-02	LAYER 1 Membrane, Gray/ Beige, Homogeneous	None Detected		Synthetic Fiber Non-Fibrous Material	15% 85%
	LAYER 2 Foam Insulation, Gray/ Beige, Homogeneous	None Detected		Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%
RB-RM2-03	LAYER 1 Membrane, Gray/ Beige, Homogeneous	None Detected		Synthetic Fiber Non-Fibrous Material	15% 85%
	LAYER 2 Foam Insulation, Gray/ Beige, Homogeneous	None Detected		Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% 5% 85%
RB-RT-01	Roof Tar, Gray/ Black, Homogeneous	Chrysotile	8%	Non-Fibrous Material	92%
RB-RT-02	Roof Tar, *Not analyzed per client request				
RB-RT-03	Roof Tar, *Not analyzed per client request				
RB-RC-01	Roof Caulk, Gray, Homogeneous	Chrysotile	5%	Non-Fibrous Material	95%
RB-RC-02	Roof Caulk, *Not analyzed per client request				
RB-RC-03	Roof Caulk, *Not analyzed per client request				
RB-RT2-01	Roof Tar, Black, Homogeneous	None Detected		Non-Fibrous Material	100%

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RB-RT2-02	Roof Tar, Black, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-RT2-03	Roof Tar, Black, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-RM3-01	LAYER 1 Roofing Tars and Felts, Black, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	15% 85%
	LAYER 2 Decking, Brown, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	80% 20%
RB-RM3-02	LAYER 1 Roofing Tars and Felts, Black, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	15% 85%
	LAYER 2 Decking, Brown, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	80% 20%
RB-RM3-03	LAYER 1 Roofing Tars and Felts, Black, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	15% 85%
	LAYER 2 Decking, Brown, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	80% 20%
RB-RT3-01	Roof Tar, Black, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	5% 95%
RB-RT3-02	Roof Tar, Black, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	5% 95%

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RB-RT3-03	Roof Tar, Black, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	5% 95%
RB-WC3-01	Window Caulk, White, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-WC3-02	Window Caulk, White, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-WC3-03	Window Caulk, White, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-AS2-01	LAYER 1 Shingle, Black, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	15% 85%
	LAYER 2 Tar Paper, Black, Homogeneous	None Detected	Cellulose Fiber	100%
RB-AS2-02	LAYER 1 Shingle, Black, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	15% 85%
	LAYER 2 Tar Paper, Black, Homogeneous	None Detected	Cellulose Fiber	100%
RB-AS2-03	LAYER 1 Shingle, Black, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	15% 85%
	LAYER 2 Tar Paper, Black, Homogeneous	None Detected	Cellulose Fiber	100%

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Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	
RB-RM4-01	LAYER 1 Roll Roofing, Black, Homogeneous	None Detected	Synthetic Fiber Non-Fibrous Material	20% 80%
	LAYER 2 Roofing Felt, Black, Homogeneous	None Detected	Cellulose Fiber Fibrous Glass Non-Fibrous Material	15% 15% 70%
	LAYER 3 Foam Insulation, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-RM4-02	LAYER 1 Roll Roofing, Black, Homogeneous	None Detected	Synthetic Fiber Non-Fibrous Material	20% 80%
	LAYER 2 Roofing Felt, Black, Homogeneous	None Detected	Cellulose Fiber Fibrous Glass Non-Fibrous Material	15% 15% 70%
	LAYER 3 Foam Insulation, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-RM4-03	LAYER 1 Roll Roofing, Black, Homogeneous	None Detected	Synthetic Fiber Non-Fibrous Material	20% 80%
	LAYER 2 Roofing Felt, Black, Homogeneous	None Detected	Cellulose Fiber Fibrous Glass Non-Fibrous Material	15% 15% 70%
	LAYER 3 Foam Insulation, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
RB-RC2-01	Caulk, Red, Homogeneous	None Detected	Non-Fibrous Material	100%

Jovahnny Dominguez Analyst

Scott Ward, Ph.D. Lab Director

Results apply to the sample as received and relate only to the items tested. This report is for the exclusive use of the addressed client and shall not be reproduced except in full, without written approval by Eurofins J3 Resources, Inc. (EJ3). Samples are analyzed according to the methods listed above and are subject to the inherent limitations of PLM and interference of matrix components. Reporting limit for the above method is a function of the quantity of sample analyzed, matrix interference, sample preparation, fiber size, and distribution. Asbestos may be detected in concentrations of <1% by area if sufficient material is analyzed. All reported results have been determined by calibrated visual estimation (CVE) unless otherwise noted. According to the USEPA 1991 Clarification and the Texas Asbestos Health Protection Rule, a material containing asbestos of <10% by CVE (including <1% asbestos) can only be demonstrated as a non-asbestos containing building material (non-ACBM) if confirmed by point counting. EJ3 recommends TEM confirmation of soils, vermiculite and non-friable organically bound materials (NOB) reported as None Detected or < 1% Asbestos by PLM. All samples received in good condition unless otherwise noted. This report shall not be used to claim product approval, certification, or endorsement by NVLAP, NIST, or any agency of the federal government.

Eurofins J3 Resources, Inc.
6110 W. 34th Street, Houston, Texas 77092
Phone: (713) 290-0221 - Fax: (713) 290-0248
J3Resources.com

Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JH22138105
Project #: 2958098
Date Received: 21-Jun-2022
Date Analyzed: 23-Jun-2022
Date Reported: 12-Jul-2022

2958098

Sample ID #	Sample Description	Asbestos Constituents		Non-Asbestos Constituents	
RB-RC2-02	Caulk, Red, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-RC2-03	Caulk, Red, Homogeneous	None Detected		Non-Fibrous Material	100%
RB-RM5-01	Roof Coating, Silver, Homogeneous	Chrysotile	10%	Non-Fibrous Material	90%
RB-RM5-02	Roof Coating, *Not analyzed per client request				
RB-RM5-03	Roof Coating, *Not analyzed per client request				
RB-EJ3-01	Expansion Joint, Gray, Homogeneous	Chrysotile	3%	Non-Fibrous Material	97%
RB-EJ3-02	Expansion Joint, *Not analyzed per client request				
RB-EJ3-03	Expansion Joint, *Not analyzed per client request				

Revision: Remove duplicate entry sample and data, client requested - pg 23

Jovahnny Dominguez Analyst

Scott Ward, Ph.D. Lab Director

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002958098

CONTACT INFORMATION			
Company:	Tetra Tech - KCMO	Address:	415 Oak Street, Kansas City, MO 64106
Contact:	Kaitlyn Mitchell	Special Instructions:	kaitlyn.mitchell@tetratech.com
Phone:	816-412-1742		

PROJECT INFORMATION			
Project ID:	RCRA 6 - Brownfields		
Project Description:	Site 10 - Rath Buildings		
Project Zip Code:	50703	Sampling Date & Time:	6/14/22
PO Number:	103G65210190.010.05	Sampled By:	Zach Ushers

TURN AROUND TIME CODES (TAT)

STD – Standard (DEFAULT)
ND – Next Business Day
SD – Same Business Day Rush*
*Please call Client Services for locations with Rush services

Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-WG-01	Window Glaze	B	STD		Stop on 1st Positive
-02	"	"	"	"	"
-03	"	"	"	"	"
-BG-01	Black Conduit	"	"	"	"
-02	"	"	"	"	"
-03	"	"	"	"	"
-TSI-01	White Pipe Insulation	"	"	"	"
-02	"	"	"	"	"
-03	"	"	"	"	"
-TSI2-01	Black Pipe Insulation	"	"	"	"
-02	"	"	"	"	"

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; below)

PCM Air		Bulk						Rock & Soil		Other Requests		
Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
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SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
	6/17/22 1130		6/21/22 9:21 am
		ESS	6/21/22 6:00 pm

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Contact:	Kaitlyn Mitchell	Special Instructions:	kaitlyn.mitchell@tetratech.com
Phone:	816-412-1742		

PROJECT INFORMATION			
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Project Description:	Site 10 - Rath Buildings		
Project Zip Code:	50703	Sampling Date & Time:	6/14/22
PO Number:	103G65210190.010.05	Sampled By:	Zach Usher

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SD – Same Business Day Rush*
*Please call Client Services for locations with Rush services

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Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-TSI2-03	Blank Pipe Insulation	B	STD		Stop on 1st Positive
-PL-01	Plaster				
-02	"				
-03	"				
-CI-01	Cork Insulation				
-02	"				
-03	"				
-TSI3-01	Green Pipe Insulation				
-02	"				
-03	"				
-INS-01	Insulation				

	PCM Air		Bulk						Rock & Soil		Other Requests		
	Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
-PL-01	☐	☐	☒	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-CI-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-TSI3-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-INS-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
	6/17/22 1730		6/21/22 9:21 am

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Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-INS-02	Insulation	B	STD		Stop on 1st Positive
↓ -03	↓				
-TSI-01	Black Felt Pipe Insulation				
-02					
-03					
-DC-01	Door Caulk				
-02					
-03					
-BI-01	Boiler Insulation				
-02					
-03					

PCM Air		Bulk						Soil		Other Requests		
Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
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SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
	6/14/22 1730		9:21 am 6/21/22

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Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-T-01	Tan	B	SD		Stop on 1st Positive
" -02	"	"	"		"
" -03	"	"	"		"
TRAN-01	Transite				
" -02	"				
" -03	"				
-05-01	Duct Sealant				
" -02	"				
" -03	"				
TSS-01	Airell Pipe Insulation				
↓ -02	↓				

ASBESTOS ANALYSIS

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PCM Air	Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Other Requests: Lead Analysis – Flame AA		
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SAMPLE TYPE CODES

A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
	6/17/22 1730		6/21/22 9:21 am

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Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-7325-03	Aircell Pipe Insulation	B	STD		Stop on 1st Positive
-PL-04	Plaster				
-05					
-06					
-07					
-AS-01	Shingles				
-02					
-03					
-DC2-01	Door Caulk				
-02					
-03					

ANALYSIS

(Check boxes below)

PCM Air		Bulk						Rock & Soil		Other Requests		
Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
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SAMPLE TYPE CODES		RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
A – Air	W – Wipe				
B – Bulk	T – Tape		6/17/22 1730		6/21/22 9:21 am
D – Dust	R – Rock				
SO – Soil	O – Other:				

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Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-WC-01	window Caulk	B	STD		Stop on 1st Positive
-02	"	"	"		"
-03	"	"	"		"
-FH-01	Fire Hose	"	"		"
-02	"	"	"		"
-03	"	"	"		"
-PW-01	Pipe Wrap	"	"		"
-02	"	"	"		"
-03	"	"	"		"
-T2-01	Tar	"	"		"
-02	"	"	"		"

	PCM Air		Bulk						Rock & Soil		Other Requests		
	Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
RB-WC-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-FH-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-PW-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-T2-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES		RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
A – Air	W – Wipe				
B – Bulk	T – Tape		6/17/22 1730		6/21/22 9:21 am
D – Dust	R – Rock				
SO – Soil	O – Other:				

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RQ 7 of 17

RI 002958098 S

below)

CONTACT INFORMATION			
Company:	Tetra Tech - KCMO	Address:	415 Oak Street, Kansas City, MO 64106
Contact:	Kaitlyn Mitchell	Special Instructions:	kaitlyn.mitchell@tetratech.com
Phone:	816-412-1742		

PROJECT INFORMATION			
Project ID:	RCRA 6 - Brownfields		
Project Description:	Site 10 - Rath Buildings		
Project Zip Code:	50703	Sampling Date & Time:	6/14/22
PO Number:	103G65210190.010.05	Sampled By:	Zach Usher

TURN AROUND TIME CODES (TAT)

STD – Standard (DEFAULT)
ND – Next Business Day
SD – Same Business Day
Rush*
*Please call Client Services for locations with Rush services

Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-T2-03	Tar	B	STD		Stop on 1st Positive
-FWC-01	Wall Coating				
-02					
-03					
-04					
-05					
-06					
-07					
-TI-01	Tank Insulation				
-02					
-03					

	PCM Air		Bulk						Rock & Soil		Other Requests		
	Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
RB-T2-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-FWC-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-04	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-05	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-06	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-07	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-TI-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES		RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
A – Air	W – Wipe				
B – Bulk	T – Tape		6/17/22 1730		6/21/22 9:21 am
D – Dust	R – Rock				
SO – Soil	O – Other:				

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CONTACT INFORMATION

Company:	Tetra Tech - KCMO	Address:	415 Oak Street, Kansas City, MO 64106
Contact:	Kaitlyn Mitchell	Special Instructions:	kaitlyn.mitchell@tetratech.com
Phone:	816-412-1742		

PROJECT INFORMATION

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Project Zip Code:	50703	Sampling Date & Time:	6/14/22
PO Number:	103G65210190.010.05	Sampled By:	Zach Usher

TURN AROUND TIME CODES (TAT)

STD – Standard (DEFAULT)
ND – Next Business Day
SD – Same Business Day Rush*
*Please call Client Services for locations with Rush services

Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-CFT-01	Ceramic Floor Tile	B	STD		Stop on 1st Positive
-02					
-03					
-VFT-01	Green Floor Tile				
-02					
-03					
-CB-01	Black Cove Base				
-02					
-03					
-CT-01	Ceiling Tile				
-02					

ASBESTOS ANALYSIS

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PCM Air		Soil										Other Requests		
Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA				
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SAMPLE TYPE CODES		RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
A – Air	W – Wipe				
B – Bulk	T – Tape		6/17/22 1730		6/21/22 9:21 am
D – Dust	R – Rock				
SO – Soil	O – Other:				

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CONTACT INFORMATION			
Company:	Tetra Tech - KCMO	Address:	415 Oak Street, Kansas City, MO 64106
Contact:	Kaitlyn Mitchell	Special Instructions:	kaitlyn.mitchell@tetratech.com
Phone:	816-412-1742		

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Project ID:	RCRA 6 - Brownfields		
Project Description:	Site 10 - Rath Buildings		
Project Zip Code:	50703	Sampling Date & Time:	6/14/22
PO Number:	103G65210190.010.05	Sampled By:	Zach Usher

TURN AROUND TIME CODES (TAT)

STD – Standard (DEFAULT)
ND – Next Business Day
SD – Same Business Day Rush*
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Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
AB-CT-03	Ceiling Tile	B	STD		Stop on 1st Positive
-VFT2-01	Brown Floor Tile				
-02					
-03					
-TSI6-01	Silver Pipe Insulation				
-02					
-03					
-VFT3-01	Grey Floor Tile				
-02					
-03					
-CT2-01	Ceiling Tile				

ASBESTOS ANALYSIS

002958098

(Fill in numbers only for analyses below)

PCM Air		Soil		Other Requests		
Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
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SAMPLE TYPE CODES		RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
A – Air	W – Wipe				
B – Bulk	T – Tape		6/17/22 1730		6/21/22 9:21am
D – Dust	R – Rock				
SO – Soil	O – Other:				

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CONTACT INFORMATION			
Company:	Tetra Tech - KCMO	Address: 415 Oak Street, Kansas City, MO 64106	
Contact:	Kaitlyn Mitchell	Special Instructions: kaitlyn.mitchell@tetratech.com	
Phone:	816-412-1742		

PROJECT INFORMATION			
Project ID:	RCRA 6 - Brownfields		
Project Description:	Site 10 - Rath Buildings		
Project Zip Code:	50703	Sampling Date & Time:	
PO Number:	103G65210190.010.05	Sampled By:	

TURN AROUND TIME CODES (TAT)

STD – Standard (DEFAULT)
ND – Next Business Day
SD – Same Business Day Rush*
*Please call Client Services for locations with Rush services

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Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-CTZ-01	Ceiling Tile	B	STD		Stop on 1st Positive
-02	↓				
-03	↓				
-DWJC-01	Drywall JC				
-02	↓				
-03	↓				
-CBZ-01	White Cove Base				
-02	↓				
-03	↓				
-SF-01	Sheet Flooring				
-02	↓				
-03	↓				

	PCM Air		Bulk						Rock & Soil		Other Requests		
	Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
RB-CTZ-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-DWJC-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-CBZ-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-SF-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES		RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
A – Air	W – Wipe				
B – Bulk	T – Tape		6/17/22 1730		6/21/22 9:21am
D – Dust	R – Rock				
SO – Soil	O – Other:				

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REQ 002958098

CONTACT INFORMATION			
Company:	Tetra Tech - KCMO	Address:	415 Oak Street, Kansas City, MO 64106
Contact:	Kaitlyn Mitchell	Special Instructions:	kaitlyn.mitchell@tetratech.com
Phone:	816-412-1742		

PROJECT INFORMATION			
Project ID:	RCRA 6 - Brownfields		
Project Description:	Site 10 - Rath Buildings		
Project Zip Code:	50703	Sampling Date & Time:	6/14/22
PO Number:	103G65210190.010.05	Sampled By:	Zach Usher

TURN AROUND TIME CODES (TAT)

STD – Standard (DEFAULT)
ND – Next Business Day
SD – Same Business Day Rush*
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Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-CRT-01	Countertop	B	STD		Stop on 1st Positive
-02	"	"	"	"	"
-03	"	"	"	"	"
-FP-01	Fire proofing	"	"	"	"
-02	"	"	"	"	"
-03	"	"	"	"	"
-C-01	Caulk	"	"	"	"
-02	"	"	"	"	"
-03	"	"	"	"	"
-DC-01	Door Caulk	"	"	"	"
-02	"	"	"	"	"

	PCM Air		Bulk						Rock & Soil		Other Requests		
	Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
RB-CRT-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-FP-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-C-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-DC-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
	6/17/22 1730		6/21/22 9:21am

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ASE **REQUES**

002958098

CONTACT INFORMATION			
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Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-DC3-03	Door Caulk	B	STD		Stop on 1st Positive
TRAN2-01	Transit				
-02					
-03					
-C2-01	Caulk.				
-02					
-03					
-FS-01	Floor Seam				
-02					
-03					
-EJ-01	Expansion Joint				

PCM Air	Bulk							Soil					Other Requests
Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA			
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SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
	6/17/22 1730		6/21/22 9:21am

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RE 002958098

CONTACT INFORMATION			
Company:	Tetra Tech - KCMO	Address:	415 Oak Street, Kansas City, MO 64106
Contact:	Kaitlyn Mitchell	Special Instructions:	kaitlyn.mitchell@tetratech.com
Phone:	816-412-1742		

PROJECT INFORMATION			
Project ID:	RCRA 6 - Brownfields		
Project Description:	Site 10 - Rath Buildings		
Project Zip Code:	50703	Sampling Date & Time:	6/14/22
PO Number:	103G65210190.010.05	Sampled By:	Zach Usher

TURN AROUND TIME CODES (TAT)

STD – Standard (DEFAULT)
ND – Next Business Day
SD – Same Business Day Rush*
*Please call Client Services for locations with Rush services

Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-ES-02	Expansion Joint	B	STD		Stop on 1st Positive
↓ -03	↓				
-WC2-01	window Caulk				
-02					
-03					
-EJ2-01	Expansion Joint				
-02					
-03					
-RM-01	Roofing Material				
-02					
-03					

	PCM Air		Bulk						Rock & Soil		Other Requests		
	Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
RB-ES-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-WC2-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-EJ2-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-RM-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES		RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
A – Air	W – Wipe				
B – Bulk	T – Tape		6/17/22 1730		6/21/22 9:21am
D – Dust	R – Rock				
SO – Soil	O – Other:				

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Project Zip Code:	50703	Sampling Date & Time:	6/14/22
PO Number:	103G65210190.010.05	Sampled By:	Zach Usher

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Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-RM201	Roofing Material	B	STD		Stop on 1st Positive
-02	"	"	"		"
-03	"	"	"		"
-RT-01	Roofing Tar				
-02	"				
-03	"				
-RC-01	Roofing Caulk				
-02	"				
-03	"				
-RT2-01	Tar				
-02	"				

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	PCM Air		Bulk						Soil		Other Requests		
	Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
RB-RM201	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-RT-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-RC-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-RT2-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
	6/17/22 1730		6/21/22 9:21am

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s below)

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PO Number:	103G65210190.010.05	Sampled By:	Zach Usher

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Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-RS2-03	Tar	B	STD		Stop on 1st Positive
-RM3-01	Roofing Material				
-02	"				
-03	"				
-RT3-01	Tar				
-02	"				
-03	"				
-WC3-01	window Caulk				
-02	"				
-03	"				
-AS2-01	Shingles				

	PCM Air		PLM Bulk						Rock & Soil		Other Requests		
	Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
RB-RS2-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-RM3-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-RT3-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-WC3-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-AS2-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
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Contact:	Kaitlyn Mitchell	Special Instructions:	kaitlyn.mitchell@tetratech.com
Phone:	816-412-1742		

PROJECT INFORMATION			
Project ID:	RCRA 6 - Brownfields		
Project Description:	Site 10 - Rath Buildings		
Project Zip Code:	50703	Sampling Date & Time:	
PO Number:	1D3G6521D190.010.05	Sampled By:	

TURN AROUND TIME CODES (TAT)

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SD – Same Business Day Rush*
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Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-A52-02	Shingles	B	STD		Stop on 1st Positive
-03	↓				
-RM4-01	Roofing Material				
-02					
-03					
-RC2-01	Caulk				
-02					
-03					
~~RM5-01~~ -RM5-01	Roofing Material				
-02					
-03					

SIS (see below)	PCM Air		Bulk						Rock & Soil		Other Requests		
	Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
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	☐	☐	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

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RE 002958098 elow)

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Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
RB-ES3-01	Expansion Joint	B	STD		Stop on 1st Positive
↓ -02	↓	↓	↓		↓
↓ -03					
		W			

	PCM Air		Bulk						Soil		Other Requests		
	Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
	6/17/22 1720		6/21/22 9:21 am

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Eurofins J3 Resources, Inc.
6110 W. 34th Street, Houston, Texas 77092
Phone: (713) 290-0221 - Fax: (713) 290-0248
J3Resources.com

Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

EPA 600/M4-82-020; 600/R-93/116 - Point Count Method

Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JH22138226
Project #: 2958098
Date Received: 24-Jun-2022
Date Analyzed: 29-Jun-2022
Date Reported: 29-Jun-2022

PC-JH22138105-2958098

Sample ID #	Sample Description	Asbestos Constituents		Non-Asbestos Constituents	
RB-WG-01	Window Glazing, Gray, Homogeneous Original PLM Result: Chrysotile <1%	Chrysotile	<0.25%	Non-Fibrous Material	100.00%
400 pt. POINT COUNT					
RB-WG-02	Window Glazing, Pink, Homogeneous Original PLM Result: Chrysotile <1%	Chrysotile	<0.25%	Non-Fibrous Material	100.00%
400 pt. POINT COUNT					
RB-WG-03	Window Glazing, Gray, Homogeneous Original PLM Result: Chrysotile <1%	Chrysotile	<0.25%	Non-Fibrous Material	100.00%
400 pt. POINT COUNT					
RB-PL-01	Plaster, Gray, Homogeneous Original PLM Result: Chrysotile <1%	Chrysotile	<0.25%	Non-Fibrous Material	100.00%
400 pt. POINT COUNT					
RB-PL-02	Plaster, Gray, Homogeneous Original PLM Result: Chrysotile <1%	Chrysotile	<0.25%	Non-Fibrous Material	100.00%
400 pt. POINT COUNT					
RB-PL-03	Plaster, Gray, Homogeneous Original PLM Result: Chrysotile <1%	Chrysotile	<0.25%	Non-Fibrous Material	100.00%
400 pt. POINT COUNT					
RB-PL-04	Plaster, Gray, Homogeneous Original PLM Result: Chrysotile <1%	Chrysotile	<0.25%	Non-Fibrous Material	100.00%
400 pt. POINT COUNT					
RB-PL-05	Plaster, Gray, Homogeneous Original PLM Result: Chrysotile <1%	Chrysotile	<0.25%	Non-Fibrous Material	100.00%
400 pt. POINT COUNT					
RB-PL-06	Plaster, Gray, Homogeneous Original PLM Result: Chrysotile <1%	Chrysotile	<0.25%	Non-Fibrous Material	100.00%
400 pt. POINT COUNT					

Taylor Smylie Analyst

Scott Ward, Ph.D. Lab Director

Results apply to the sample as received and relate only to the items tested. This report is for the exclusive use of the addressed client and shall not be reproduced except in full, without written approval by Eurofins J3 Resources, Inc. (EJ3). Samples are analyzed according to the methods listed above and are subject to the inherent limitations of PLM and interference of matrix components. Reporting limit for the above method is a function of the quantity of sample analyzed, matrix interference, sample preparation, fiber size, and distribution. Asbestos may be detected in concentrations of <1% by area if sufficient material is analyzed. EJ3 recommends TEM confirmation of soils, vermiculite and non-friable organically bound materials (NOB) reported as None Detected or < 1% Asbestos by PLM. All samples received in good condition unless otherwise noted. This report shall not be used to claim product approval, certification, or endorsement by NVLAP, NIST, or any agency of the federal government.

NVLAP Lab Code: 200525-0 **TDSHS License: 30-0273**

APPENDIX E

PCB ANALYTICAL RESULTS AND CHAIN-OF-CUSTODY FORMS

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

July 06, 2022

Kaitlyn Mitchell
Tetra Tech EMI
415 Oak
Kansas City, MO 64106

RE: Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Dear Kaitlyn Mitchell:

Enclosed are the analytical results for sample(s) received by the laboratory on June 21, 2022. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Minneapolis

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Jeffrey Shopper
jeff.shopper@pacelabs.com
1(913)563-1408
Project Manager

Enclosures

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without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

CERTIFICATIONS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Pace Analytical Services, LLC - Minneapolis MN

1700 Elm Street SE, Minneapolis, MN 55414
1800 Elm Street SE, Minneapolis, MN 55414--Satellite Air Lab
A2LA Certification #: 2926.01*
Alabama Certification #: 40770
Alaska Contaminated Sites Certification #: 17-009*
Alaska DW Certification #: MN00064
Arizona Certification #: AZ0014*
Arkansas DW Certification #: MN00064
Arkansas WW Certification #: 88-0680
California Certification #: 2929
Colorado Certification #: MN00064
Connecticut Certification #: PH-0256
EPA Region 8 Tribal Water Systems+Wyoming DW Certification #: via MN 027-053-137
Florida Certification #: E87605*
Georgia Certification #: 959
Hawaii Certification #: MN00064
Idaho Certification #: MN00064
Illinois Certification #: 200011
Indiana Certification #: C-MN-01
Iowa Certification #: 368
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Kentucky DW Certification #: 90062
Kentucky WW Certification #: 90062
Louisiana DEQ Certification #: AI-03086*
Louisiana DW Certification #: MN00064
Maine Certification #: MN00064*
Maryland Certification #: 322
Michigan Certification #: 9909
Minnesota Certification #: 027-053-137*
Minnesota Dept of Ag Approval: via MN 027-053-137
Minnesota Petrofund Registration #: 1240*
Mississippi Certification #: MN00064
Missouri Certification #: 10100
Montana Certification #: CERT0092
Nebraska Certification #: NE-OS-18-06
Nevada Certification #: MN00064
New Hampshire Certification #: 2081*
New Jersey Certification #: MN002
New York Certification #: 11647*
North Carolina DW Certification #: 27700
North Carolina WW Certification #: 530
North Dakota Certification (A2LA) #: R-036
North Dakota Certification (MN) #: R-036
Ohio DW Certification #: 41244
Ohio VAP Certification (1700) #: CL101
Ohio VAP Certification (1800) #: CL110*
Oklahoma Certification #: 9507*
Oregon Primary Certification #: MN300001
Oregon Secondary Certification #: MN200001*
Pennsylvania Certification #: 68-00563*
Puerto Rico Certification #: MN00064
South Carolina Certification #:74003001
Tennessee Certification #: TN02818
Texas Certification #: T104704192*
Utah Certification #: MN00064*
Vermont Certification #: VT-027053137
Virginia Certification #: 460163*
Washington Certification #: C486*
West Virginia DEP Certification #: 382
West Virginia DW Certification #: 9952 C
Wisconsin Certification #: 999407970
Wyoming UST Certification #: via A2LA 2926.01
USDA Permit #: P330-19-00208
*Please Note: Applicable air certifications are denoted with an asterisk (*).

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SAMPLE SUMMARY

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Lab ID	Sample ID	Matrix	Date Collected	Date Received
60403596001	**RB-C1**	Solid	06/16/22 08:00	06/21/22 09:00
60403596002	**RB-C2**	Solid	06/16/22 08:00	06/21/22 09:00
60403596003	**RB-C3**	Solid	06/16/22 08:00	06/21/22 09:00
60403596004	**RB-C4**	Solid	06/16/22 08:00	06/21/22 09:00
60403596005	**RB-C5**	Solid	06/16/22 08:00	06/21/22 09:00
60403596006	**RB-C6**	Solid	06/16/22 08:00	06/21/22 09:00
60403596007	**RB-C7**	Solid	06/16/22 08:00	06/21/22 09:00
60403596008	**RB-C8**	Solid	06/16/22 08:00	06/21/22 09:00
60403596009	**RB-C9**	Solid	06/16/22 08:00	06/21/22 09:00
60403596010	**RB-C10**	Solid	06/16/22 08:00	06/21/22 09:00

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SAMPLE ANALYTE COUNT

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
60403596001	**RB-C1**	EPA 8082	RAG	9	PASI-M
60403596002	**RB-C2**	EPA 8082	RAG	9	PASI-M
60403596003	**RB-C3**	EPA 8082	RAG	9	PASI-M
60403596004	**RB-C4**	EPA 8082	RAG	9	PASI-M
60403596005	**RB-C5**	EPA 8082	RAG	9	PASI-M
60403596006	**RB-C6**	EPA 8082	RAG	9	PASI-M
60403596007	**RB-C7**	EPA 8082	RAG	9	PASI-M
60403596008	**RB-C8**	EPA 8082	RAG	9	PASI-M
60403596009	**RB-C9**	EPA 8082	RAG	9	PASI-M
60403596010	**RB-C10**	EPA 8082	RAG	9	PASI-M

PASI-M = Pace Analytical Services - Minneapolis

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ANALYTICAL RESULTS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Sample: RB-C1 **Lab ID: 60403596001** Collected: 06/16/22 08:00 Received: 06/21/22 09:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082 GCS PCB	Analytical Method: EPA 8082 Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:10	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:10	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:10	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:10	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:10	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:10	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:10	11096-82-5	
Surrogates								
Tetrachloro-m-xylene (S)	66	%.	53-125	1	06/29/22 13:12	06/30/22 14:10	877-09-8	P1
Decachlorobiphenyl (S)	111	%.	41-125	1	06/29/22 13:12	06/30/22 14:10	2051-24-3	

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ANALYTICAL RESULTS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Sample: RB-C2 **Lab ID: 60403596002** Collected: 06/16/22 08:00 Received: 06/21/22 09:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082 GCS PCB	Analytical Method: EPA 8082 Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 14:25	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 14:25	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 14:25	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 14:25	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 14:25	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 14:25	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 14:25	11096-82-5	
Surrogates								
Tetrachloro-m-xylene (S)	103	%.	53-125	1	06/29/22 13:12	06/30/22 14:25	877-09-8	P1
Decachlorobiphenyl (S)	552	%.	41-125	1	06/29/22 13:12	06/30/22 14:25	2051-24-3	S3

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ANALYTICAL RESULTS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Sample: RB-C3 **Lab ID: 60403596003** Collected: 06/16/22 08:00 Received: 06/21/22 09:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082 GCS PCB	Analytical Method: EPA 8082 Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	194	1	06/29/22 13:12	06/30/22 14:41	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	194	1	06/29/22 13:12	06/30/22 14:41	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	194	1	06/29/22 13:12	06/30/22 14:41	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	194	1	06/29/22 13:12	06/30/22 14:41	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	194	1	06/29/22 13:12	06/30/22 14:41	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	194	1	06/29/22 13:12	06/30/22 14:41	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	194	1	06/29/22 13:12	06/30/22 14:41	11096-82-5	
Surrogates								
Tetrachloro-m-xylene (S)	97	%.	53-125	1	06/29/22 13:12	06/30/22 14:41	877-09-8	P1
Decachlorobiphenyl (S)	88	%.	41-125	1	06/29/22 13:12	06/30/22 14:41	2051-24-3	

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ANALYTICAL RESULTS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Sample: RB-C4 **Lab ID: 60403596004** Collected: 06/16/22 08:00 Received: 06/21/22 09:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082 GCS PCB	Analytical Method: EPA 8082 Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:57	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:57	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:57	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:57	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:57	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:57	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	156	1	06/29/22 13:12	06/30/22 14:57	11096-82-5	
Surrogates								
Tetrachloro-m-xylene (S)	85	%.	53-125	1	06/29/22 13:12	06/30/22 14:57	877-09-8	P1
Decachlorobiphenyl (S)	76	%.	41-125	1	06/29/22 13:12	06/30/22 14:57	2051-24-3	

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ANALYTICAL RESULTS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Sample: RB-C5 **Lab ID: 60403596005** Collected: 06/16/22 08:00 Received: 06/21/22 09:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082 GCS PCB	Analytical Method: EPA 8082 Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	130	1	06/29/22 13:12	06/30/22 15:44	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	130	1	06/29/22 13:12	06/30/22 15:44	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	130	1	06/29/22 13:12	06/30/22 15:44	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	130	1	06/29/22 13:12	06/30/22 15:44	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	130	1	06/29/22 13:12	06/30/22 15:44	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	130	1	06/29/22 13:12	06/30/22 15:44	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	130	1	06/29/22 13:12	06/30/22 15:44	11096-82-5	
Surrogates								
Tetrachloro-m-xylene (S)	283	%.	53-125	1	06/29/22 13:12	06/30/22 15:44	877-09-8	S3
Decachlorobiphenyl (S)	86	%.	41-125	1	06/29/22 13:12	06/30/22 15:44	2051-24-3	P1

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ANALYTICAL RESULTS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Sample: RB-C6 **Lab ID: 60403596006** Collected: 06/16/22 08:00 Received: 06/21/22 09:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082 GCS PCB	Analytical Method: EPA 8082 Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	164	1	06/29/22 13:12	06/30/22 16:00	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	164	1	06/29/22 13:12	06/30/22 16:00	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	164	1	06/29/22 13:12	06/30/22 16:00	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	164	1	06/29/22 13:12	06/30/22 16:00	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	164	1	06/29/22 13:12	06/30/22 16:00	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	164	1	06/29/22 13:12	06/30/22 16:00	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	164	1	06/29/22 13:12	06/30/22 16:00	11096-82-5	
Surrogates								
Tetrachloro-m-xylene (S)	82	%.	53-125	1	06/29/22 13:12	06/30/22 16:00	877-09-8	P1
Decachlorobiphenyl (S)	81	%.	41-125	1	06/29/22 13:12	06/30/22 16:00	2051-24-3	

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ANALYTICAL RESULTS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Sample: RB-C7 **Lab ID: 60403596007** Collected: 06/16/22 08:00 Received: 06/21/22 09:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082 GCS PCB	Analytical Method: EPA 8082 Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 16:16	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 16:16	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 16:16	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 16:16	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 16:16	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 16:16	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	177	1	06/29/22 13:12	06/30/22 16:16	11096-82-5	
Surrogates								
Tetrachloro-m-xylene (S)	96	%.	53-125	1	06/29/22 13:12	06/30/22 16:16	877-09-8	P1
Decachlorobiphenyl (S)	84	%.	41-125	1	06/29/22 13:12	06/30/22 16:16	2051-24-3	

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ANALYTICAL RESULTS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Sample: RB-C8 **Lab ID: 60403596008** Collected: 06/16/22 08:00 Received: 06/21/22 09:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082 GCS PCB	Analytical Method: EPA 8082 Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	120	1	06/29/22 13:12	06/30/22 16:32	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	120	1	06/29/22 13:12	06/30/22 16:32	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	120	1	06/29/22 13:12	06/30/22 16:32	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	120	1	06/29/22 13:12	06/30/22 16:32	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	120	1	06/29/22 13:12	06/30/22 16:32	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	120	1	06/29/22 13:12	06/30/22 16:32	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	120	1	06/29/22 13:12	06/30/22 16:32	11096-82-5	
Surrogates								
Tetrachloro-m-xylene (S)	91	%.	53-125	1	06/29/22 13:12	06/30/22 16:32	877-09-8	P1
Decachlorobiphenyl (S)	109	%.	41-125	1	06/29/22 13:12	06/30/22 16:32	2051-24-3	

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ANALYTICAL RESULTS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Sample: RB-C9 **Lab ID: 60403596009** Collected: 06/16/22 08:00 Received: 06/21/22 09:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082 GCS PCB	Analytical Method: EPA 8082 Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	172	1	06/29/22 13:12	06/30/22 16:47	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	172	1	06/29/22 13:12	06/30/22 16:47	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	172	1	06/29/22 13:12	06/30/22 16:47	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	172	1	06/29/22 13:12	06/30/22 16:47	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	172	1	06/29/22 13:12	06/30/22 16:47	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	172	1	06/29/22 13:12	06/30/22 16:47	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	172	1	06/29/22 13:12	06/30/22 16:47	11096-82-5	
Surrogates								
Tetrachloro-m-xylene (S)	87	%.	53-125	1	06/29/22 13:12	06/30/22 16:47	877-09-8	
Decachlorobiphenyl (S)	91	%.	41-125	1	06/29/22 13:12	06/30/22 16:47	2051-24-3	

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ANALYTICAL RESULTS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Sample: RB-C10 **Lab ID: 60403596010** Collected: 06/16/22 08:00 Received: 06/21/22 09:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082 GCS PCB	Analytical Method: EPA 8082 Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	163	1	06/29/22 13:12	06/30/22 17:03	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	163	1	06/29/22 13:12	06/30/22 17:03	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	163	1	06/29/22 13:12	06/30/22 17:03	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	163	1	06/29/22 13:12	06/30/22 17:03	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	163	1	06/29/22 13:12	06/30/22 17:03	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	163	1	06/29/22 13:12	06/30/22 17:03	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	163	1	06/29/22 13:12	06/30/22 17:03	11096-82-5	
Surrogates								
Tetrachloro-m-xylene (S)	71	%.	53-125	1	06/29/22 13:12	06/30/22 17:03	877-09-8	P1
Decachlorobiphenyl (S)	90	%.	41-125	1	06/29/22 13:12	06/30/22 17:03	2051-24-3	

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QUALITY CONTROL DATA

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

QC Batch: 825031
QC Batch Method: EPA 3546
Analysis Method: EPA 8082
Analysis Description: 8082 GCS PCB
Laboratory: Pace Analytical Services - Minneapolis
Associated Lab Samples: 60403596001, 60403596002, 60403596003, 60403596004, 60403596005, 60403596006, 60403596007, 60403596008, 60403596009, 60403596010

METHOD BLANK: 4370245 Matrix: Solid
Associated Lab Samples: 60403596001, 60403596002, 60403596003, 60403596004, 60403596005, 60403596006, 60403596007, 60403596008, 60403596009, 60403596010

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
PCB-1016 (Aroclor 1016)	ug/kg	ND	50.0	06/30/22 13:38	
PCB-1221 (Aroclor 1221)	ug/kg	ND	50.0	06/30/22 13:38	
PCB-1232 (Aroclor 1232)	ug/kg	ND	50.0	06/30/22 13:38	
PCB-1242 (Aroclor 1242)	ug/kg	ND	50.0	06/30/22 13:38	
PCB-1248 (Aroclor 1248)	ug/kg	ND	50.0	06/30/22 13:38	
PCB-1254 (Aroclor 1254)	ug/kg	ND	50.0	06/30/22 13:38	
PCB-1260 (Aroclor 1260)	ug/kg	ND	50.0	06/30/22 13:38	
Decachlorobiphenyl (S)	%.	119	41-125	06/30/22 13:38	
Tetrachloro-m-xylene (S)	%.	76	53-125	06/30/22 13:38	

LABORATORY CONTROL SAMPLE: 4370246

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
PCB-1016 (Aroclor 1016)	ug/kg	1000	877	88	68-125	
PCB-1260 (Aroclor 1260)	ug/kg	1000	1110	111	70-125	
Decachlorobiphenyl (S)	%.			117	41-125	
Tetrachloro-m-xylene (S)	%.			77	53-125	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4370703 4370704

Parameter	Units	60403596004 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
PCB-1016 (Aroclor 1016)	ug/kg	ND	3110	3040	2880	2520	93	83	53-125	13	30	
PCB-1260 (Aroclor 1260)	ug/kg	ND	3110	3040	2800	2500	90	82	30-143	11	30	
Decachlorobiphenyl (S)	%.						83	82	41-125			
Tetrachloro-m-xylene (S)	%.						89	85	53-125			P1

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

QUALIFIERS

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Reported results are not rounded until the final step prior to reporting. Therefore, calculated parameters that are typically reported as "Total" may vary slightly from the sum of the reported component parameters.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

ANALYTE QUALIFIERS

P1	Routine initial sample volume or weight was not used for extraction, resulting in elevated reporting limits.
S3	Surrogate recovery exceeded laboratory control limits. Analyte presence below reporting limits in associated sample.

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Lenexa, KS 66219
(913)599-5665

QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: RCRA BROWNFIELDS-RATH BUILDING
Pace Project No.: 60403596

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
60403596001	**RB-C1**	EPA 3546	825031	EPA 8082	825360
60403596002	**RB-C2**	EPA 3546	825031	EPA 8082	825360
60403596003	**RB-C3**	EPA 3546	825031	EPA 8082	825360
60403596004	**RB-C4**	EPA 3546	825031	EPA 8082	825360
60403596005	**RB-C5**	EPA 3546	825031	EPA 8082	825360
60403596006	**RB-C6**	EPA 3546	825031	EPA 8082	825360
60403596007	**RB-C7**	EPA 3546	825031	EPA 8082	825360
60403596008	**RB-C8**	EPA 3546	825031	EPA 8082	825360
60403596009	**RB-C9**	EPA 3546	825031	EPA 8082	825360
60403596010	**RB-C10**	EPA 3546	825031	EPA 8082	825360

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WO# : 60403596

60403596

Pace ANALYTICAL SERVICES	DC#_Title: ENV-FRM-LENE-0009_Sample Co		
	Revision: 2	Effective Date: 01/12/2022	Issued By: Lenexa

Client Name: TetraTech Inc

Courier: FedEx ☑ UPS ☐ VIA ☐ Clay ☐ PEX ☐ ECI ☐ Pace ☐ Xroads ☐ Client ☐ Other ☐

Tracking #: 5248 7162 6930 Pace Shipping Label Used? Yes ☐ No ☑

Custody Seal on Cooler/Box Present: Yes ☐ No ☑ Seals intact: Yes ☐ No ☐

Packing Material: Bubble Wrap ☐ Bubble Bags ☐ Foam ☐ None ☐ Other ☑ ZPLC

Thermometer Used: T301 **Type of Ice:** (Wet) Blue None

Cooler Temperature (°C): **As-read** 28.8 **Corr. Factor** -1.0 **Corrected** 27.8

Date and initials of person examining contents: LJ 6/22/22

Temperature should be above freezing to 6°C

Chain of Custody present:	☑Yes ☐No ☐N/A	
Chain of Custody relinquished:	☑Yes ☐No ☐N/A	
Samples arrived within holding time:	☑Yes ☐No ☐N/A	
Short Hold Time analyses (<72hr):	☐Yes ☑No ☐N/A	
Rush Turn Around Time requested:	☑Yes ☐No ☐N/A	5 Day
Sufficient volume:	☑Yes ☐No ☐N/A	
Correct containers used:	☑Yes ☐No ☐N/A	
Pace containers used:	☑Yes ☐No ☐N/A	
Containers intact:	☑Yes ☐No ☐N/A	
Unpreserved 5035A / TX1005/1006 soils frozen in 48hrs?	☐Yes ☐No ☑N/A	
Filtered volume received for dissolved tests?	☐Yes ☐No ☑N/A	
Sample labels match COC: Date / time / ID / analyses	☑Yes ☐No ☐N/A	No dates or times on samples
Samples contain multiple phases? Matrix: SL	☐Yes ☑No ☐N/A	
Containers requiring pH preservation in compliance? (HNO_3, H_2SO_4, HCl<2; NaOH>9 Sulfide, NaOH>10 Cyanide) (Exceptions: VOA, Micro, O&G, KS TPH, OK-DRO) **LOT#:**	☐Yes ☐No ☑N/A	List sample IDs, volumes, lot #'s of preservative and the date/time added.
Cyanide water sample checks: Lead acetate strip turns dark? (Record only)	☐Yes ☐No	
Potassium iodide test strip turns blue/purple? (Preserve)	☐Yes ☐No	
Trip Blank present:	☐Yes ☐No ☑N/A	
Headspace in VOA vials (>6mm):	☐Yes ☐No ☑N/A	
Samples from USDA Regulated Area: State: IA	☐Yes ☑No ~~☐N/A~~	LJ 6/22
Additional labels attached to 5035A / TX1005 vials in the field?	☐Yes ☐No ☑N/A	

Client Notification/ Resolution: Copy COC to Client? Y / N Field Data Required? Y / N

Person Contacted: _____ Date/Time: _____

Comments/ Resolution: _____

Project Manager Review: _____ Date: _____

Company Name/Address:
Tetra Tech, Inc
415 Oak Street
Kansas City, MO 64106

Billing Information:
Tetra Tech, Inc
415 Oak Street
Kansas City, MO 64106

Pres Chk

Analysis / Container / Preservative

Chain of Custody Page ___ of ___

Pace
PEOPLE ADVANCING SCIENCE

12065 Lebanon Rd Mount Juliet, TN 37122
Phone: 615-758-5858 Alt: 800-767-5859

Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at: https://info.pacelabs.com/hubfs/pas-standard-terms.pdf

Report to: **Kaitlyn Mitchell**

Email To: **kaitlyn.mitchell@tetratech.com**

Project Description: **RCRA Brownfields - Rath Buildings**

City/State Collected: **IA**

Please Circle: PT MT CT ET

Phone: **816-412-1742**

Client Project # 103G65210190.010.05

Lab Project #

Collected by (print): **Zach Usher**

Site/Facility ID #

P.O. #

Collected by (signature):

Immediately Packed on Ice N ___ X ___ Y ___

Rush? (Lab MUST Be Notified)
___ Same Day ___X___ Five Day
___ Next Day ___ 5 Day (Rad Only)
___ Two Day ___ 10 Day (Rad Only)
___ Three Day

Quote #

Date Results Needed: **06/28/2022**

60403596

SDG #

Table #

Acctnum:

Template:

Prelogin:

PM:

PB:

Shipped Via:

Sample ID	Comp/Grab	Matrix*	Depth	Date	Time	No. of Cntrs	PCBs in Caulking	Remarks	Sample # (lab only)
RB-C1	Grab	OT		6/16/22		1	X		
-C2						1	X		
-C3						1	X		
-C4						1	X		
-C5						1	X		
-C6						1	X		
-C7						1	X		
-C8						1	X		
-C9						1	X		
-C10						1	X		

* Matrix:
SS - Soil **AIR** - Air **F** - Filter
GW - Groundwater **B** - Bioassay
WW - WasteWater
DW - Drinking Water
OT - Other_____

Remarks:

pH _____ Temp _____

Flow _____ Other _____

Samples returned via:
__ UPS __ FedEx __ Courier _____

Tracking #

Sample Receipt Checklist
COC Seal Present/Intact: __NP __Y __N
COC Signed/Accurate: __Y __N
Bottles arrive intact: __Y __N
Correct bottles used: __Y __N
Sufficient volume sent: __Y __N
If Applicable
VOA Zero Headspace: __Y __N
Preservation Correct/Checked: __Y __N
RAD Screen <0.5 mR/hr: __Y __N

Relinquished by : (Signature)	Date:	Time:	Received by: (Signature)	Trip Blank Received: Yes / No HCL / MeoH TBR	If preservation required by Login: Date/Time
	6/20/22	0715			
Relinquished by : (Signature)	Date:	Time:	Received by: (Signature)	Temp: 27.8 °C Bottles Received:	
Relinquished by : (Signature)	Date:	Time:	Received for lab by: (Signature)	Date: 621.22 Time: 0900	Hold: / Condition: NCF / OK

Client: Tetra Tech Inc

Profile # 8083 Line 8

Site: RCRA Brownsfields - Rath Buildings

Notes 5 Day

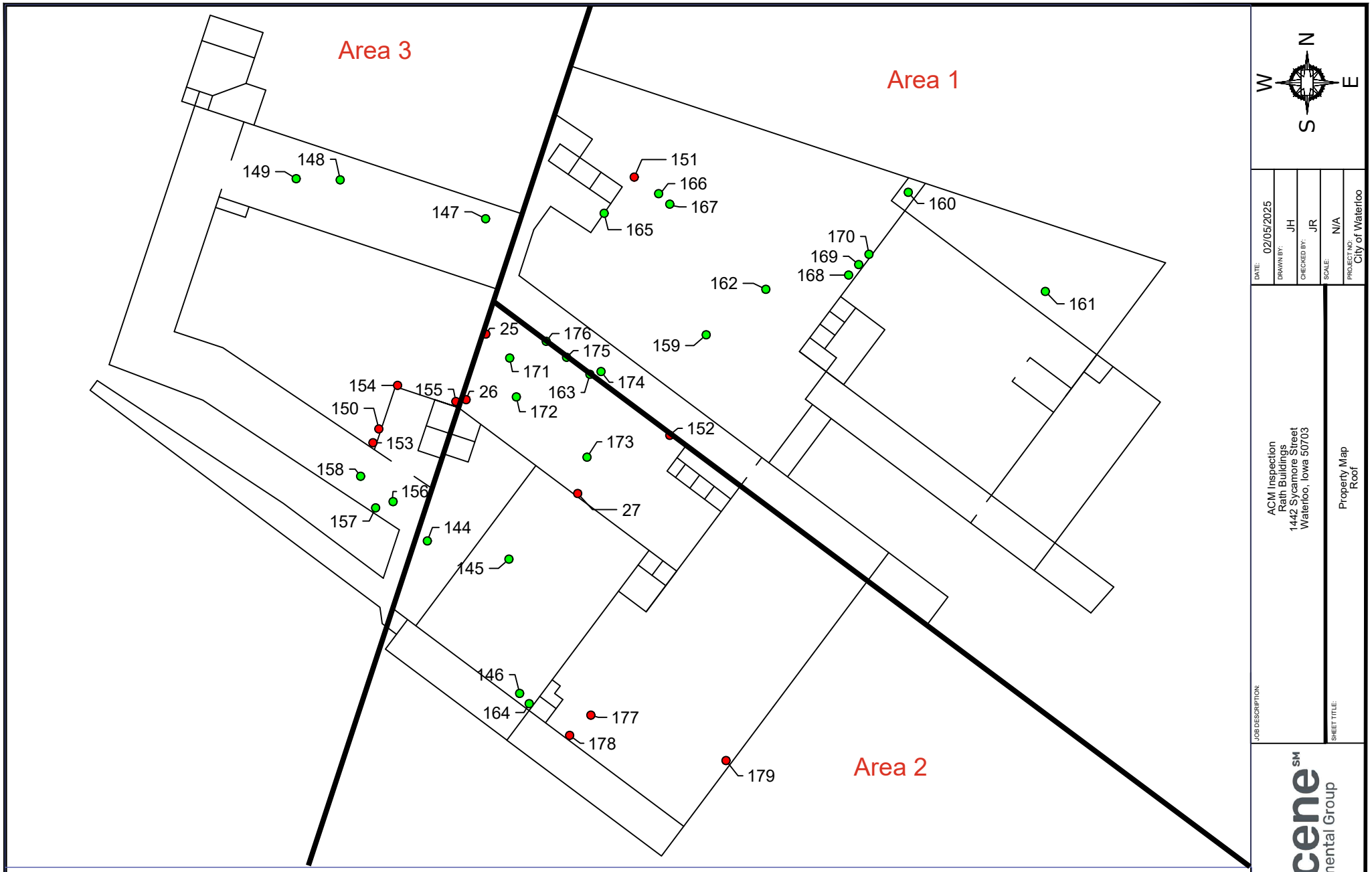
COC Line Item	Matrix	VG9H	DG9H	DG9Q	VG9U	DG9U	DG9M	DG9B	BG1U	AG1H	AG1U	AG2U	AG3S	AG4U	AG5U	JGFU	WGKU	WGDU	BP1U	BP2U	BP3U	BP1N	BP3N	BP3F	BP3S	BP3C	BP3Z	WPDU	ZPLC	Other			
1	SL																												1				
2	SL																												1				
3	SL																												1				
4	SL																												1				
5	SL																												1				
6	SL																												1				
7	SL																												1				
8	SL																												1				
9	SL																												1				
10	SL																												1				
11																																	
12																																	

Container Codes

Glass				Plastic		Misc.	
DG9B	40mL bisulfate clear vial	WGKU	8oz clear soil jar	BP1C	1L NAOH plastic	I	Wipe/Swab
DG9H	40mL HCl amber voa vial	WGFU	4oz clear soil jar	BP1N	1L HNO3 plastic	SP5T	120mL Coliform Na Thiosulfate
DG9M	40mL MeOH clear vial	WG2U	2oz clear soil jar	BP1S	1L H2SO4 plastic	ZPLC	Ziploc Bag
DG9Q	40mL TSP amber vial	JGFU	4oz unpreserved amber wide	BP1U	1L unpreserved plastic	AF	Air Filter
DG9S	40mL H2SO4 amber vial	AG0U	100mL unores amber glass	BP1Z	1L NaOH, Zn Acetate	C	Air Cassettes
DG9T	40mL Na Thio amber vial	AG1H	1L HCl amber glass	BP2C	500mL NAOH plastic	R	Terracore Kit
DG9U	40mL amber unpreserved	AG1S	1L H2SO4 amber glass	BP2N	500mL HNO3 plastic	U	Summa Can
VG9H	40mL HCl clear vial	AG1T	1L Na Thiosulfate clear/amber glass	BP2S	500mL H2SO4 plastic		
VG9T	40mL Na Thio. clear vial	AG1U	1liter unpres amber glass	BP2U	500mL unpreserved plastic		
VG9U	40mL unpreserved clear vial	AG2N	500mL HNO3 amber glass	BP2Z	500mL NaOH, Zn Acetate	**Matrix**	
BG1S	1liter H2SO4 clear glass	AG2S	500mL H2SO4 amber glass	BP3C	250mL NaOH plastic		
BG1U	1liter unpres glass	AG3S	250mL H2SO4 amber glass	BP3F	250mL HNO3 plastic - field filtered	WT	Water
BG3H	250mL HCL Clear glass	AG2U	500mL unpres amber glass	BP3N	250mL HNO3 plastic	SL	Solid
BG3U	250mL Unpres Clear glass	AG3U	250mL unpres amber glass	BP3U	250mL unpreserved plastic	NAL	Non-aqueous Liquid
WGDU	16oz clear soil jar	AG4U	125mL unpres amber glass	BP3S	250mL H2SO4 plastic	OL	OIL
		AG5U	100mL unpres amber glass	BP3Z	250mL NaOH, Zn Acetate	WP	Wipe
				BP4U	125mL unpreserved plastic	DW	Drinking Water
				BP4N	125mL HNO3 plastic		
				BP4S	125mL H2SO4 plastic		
				WPDU	16oz unpresserved plstic		

Work Order Number: 60403596

EXHIBIT G – Asbestos Sample Locations Maps – Separated By Area


Area 3
Area 1
Area 2
148
149
147
151
166
167
165
160
170
169
168
162
161
159
25
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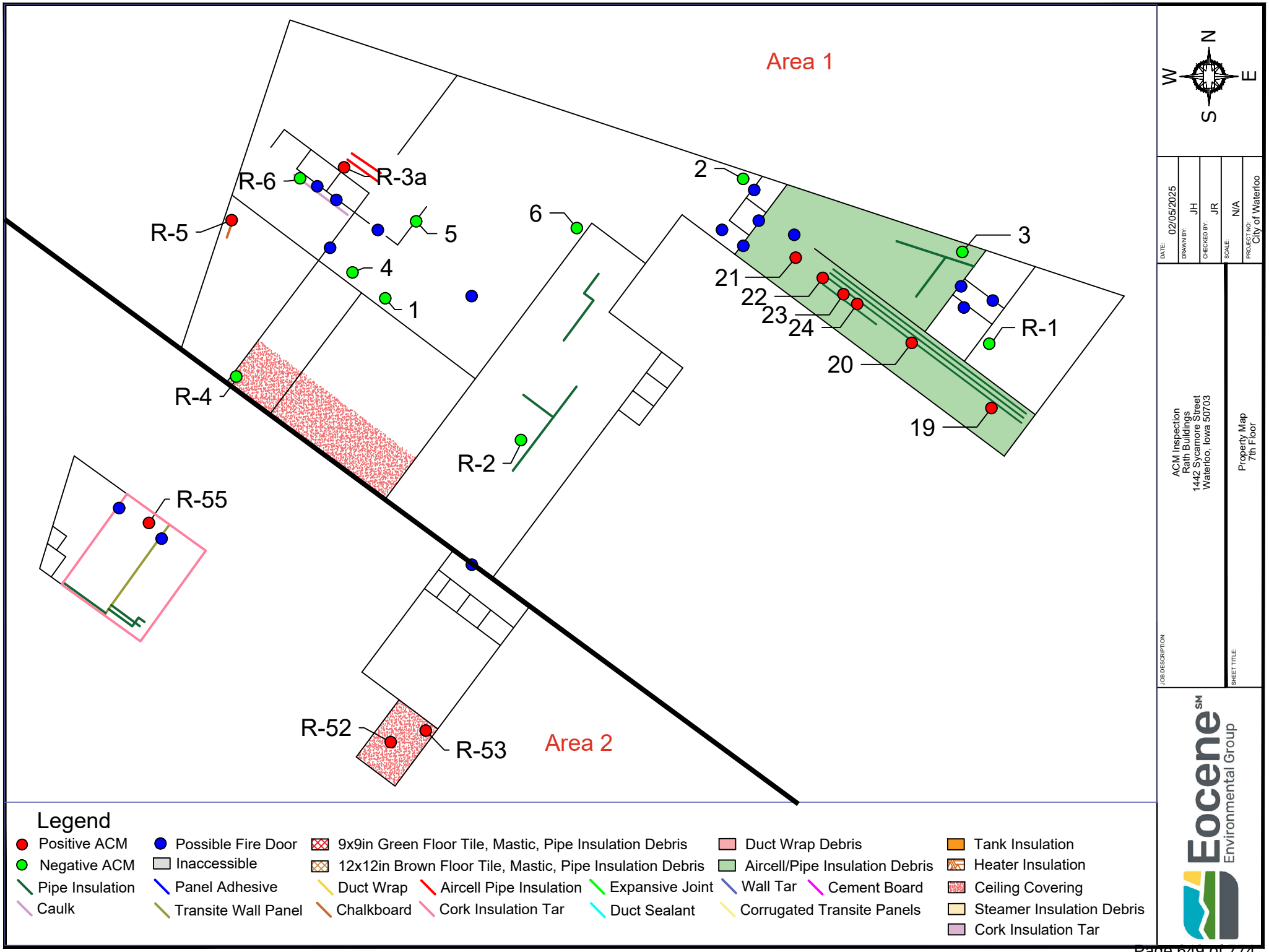
175
171
174
163
154
155
26
172
150
153
152
173
158
156
157
27
144
145
146
164
177
178
179
N
W
E
S
DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo
JOB DESCRIPTION: ACM Inspection Rath Buildings 1442 Sycamore Street Waterloo, Iowa 50703
SHEET TITLE: Property Map Roof
Legend
Positive ACM
Negative ACM
Pipe Insulation
Caulk
Possible Fire Door
Inaccessible
Panel Adhesive
Transite Wall Panel
9x9in Green Floor Tile, Mastic, Pipe Insulation Debris
12x12in Brown Floor Tile, Mastic, Pipe Insulation Debris
Duct Wrap
Chalkboard
Aircell Pipe Insulation
Cork Insulation Tar
Expansive Joint
Duct Sealant
Duct Wrap Debris
Aircell/Pipe Insulation Debris
Wall Tar
Corrugated Transite Panels
Cement Board
Tank Insulation
Heater Insulation
Ceiling Covering
Steamer Insulation Debris
Cork Insulation Tar
Eocene SM Environmental Group



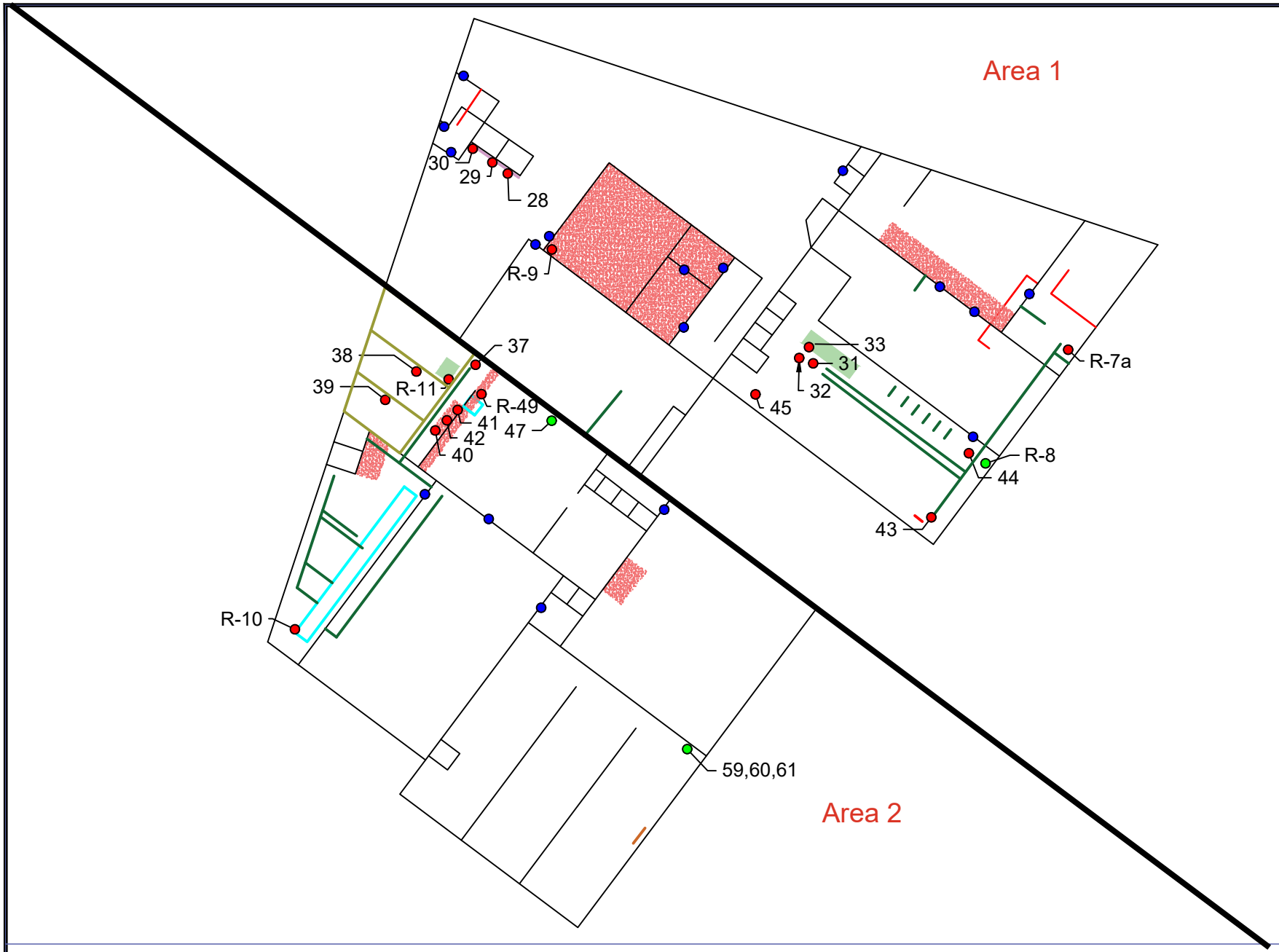
N
W
E
S

DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
7th Floor

Eocene SM Environmental Group



Legend

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- Caulk
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- Wall Tar
- Cement Board
- Chalkboard
- Cork Insulation Tar
- Duct Sealant
- Corrugated Transite Panels
- Duct Wrap Debris
- Aircell/Pipe Insulation Debris
- Tank Insulation
- Heater Insulation
- Ceiling Covering
- Steamer Insulation Debris
- Cork Insulation Tar

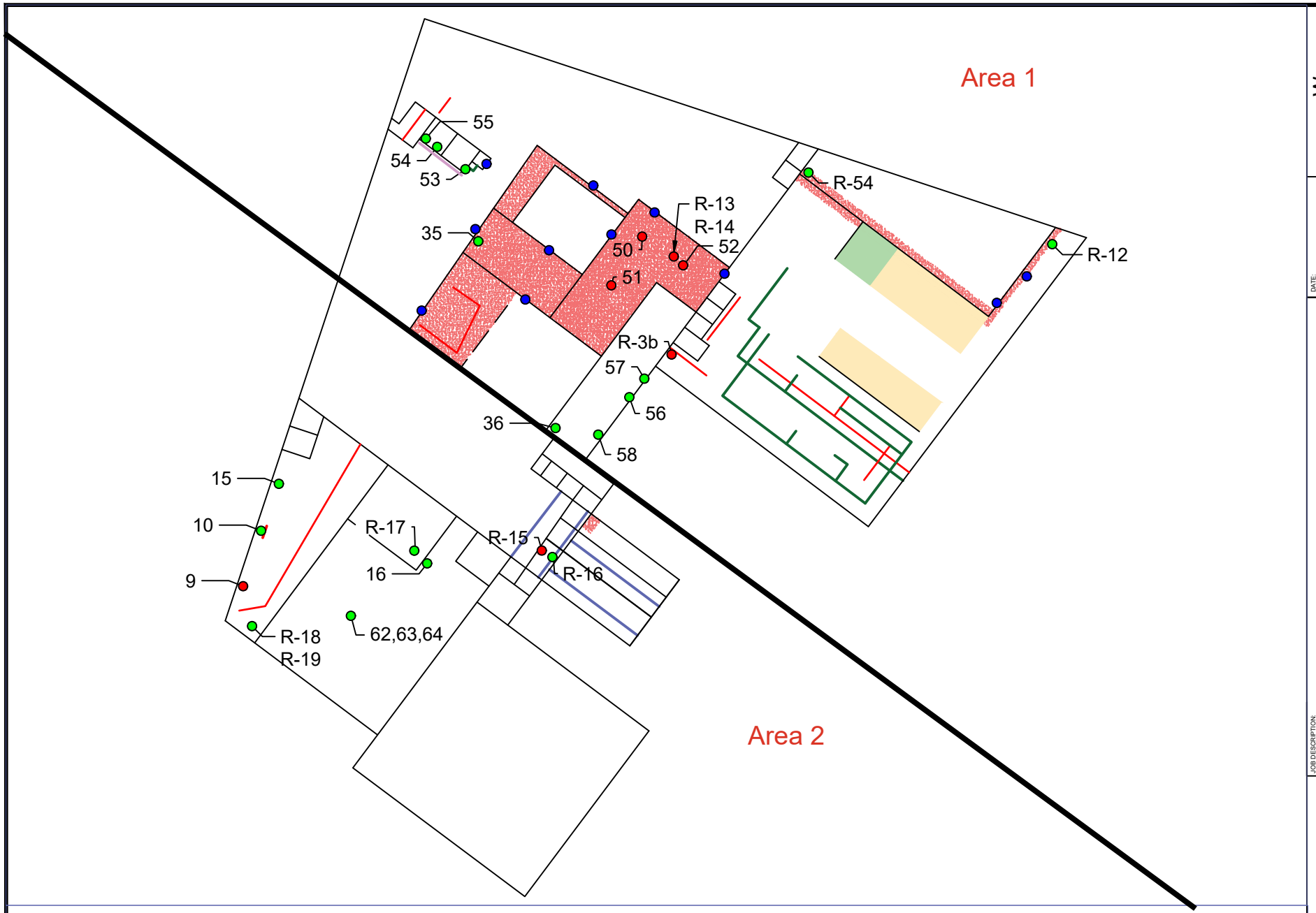
N W E S

DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
6th Floor

Eocene SM Environmental Group



Legend

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- Ceiling Covering
- Steamer Insulation Debris
- Cork Insulation Tar

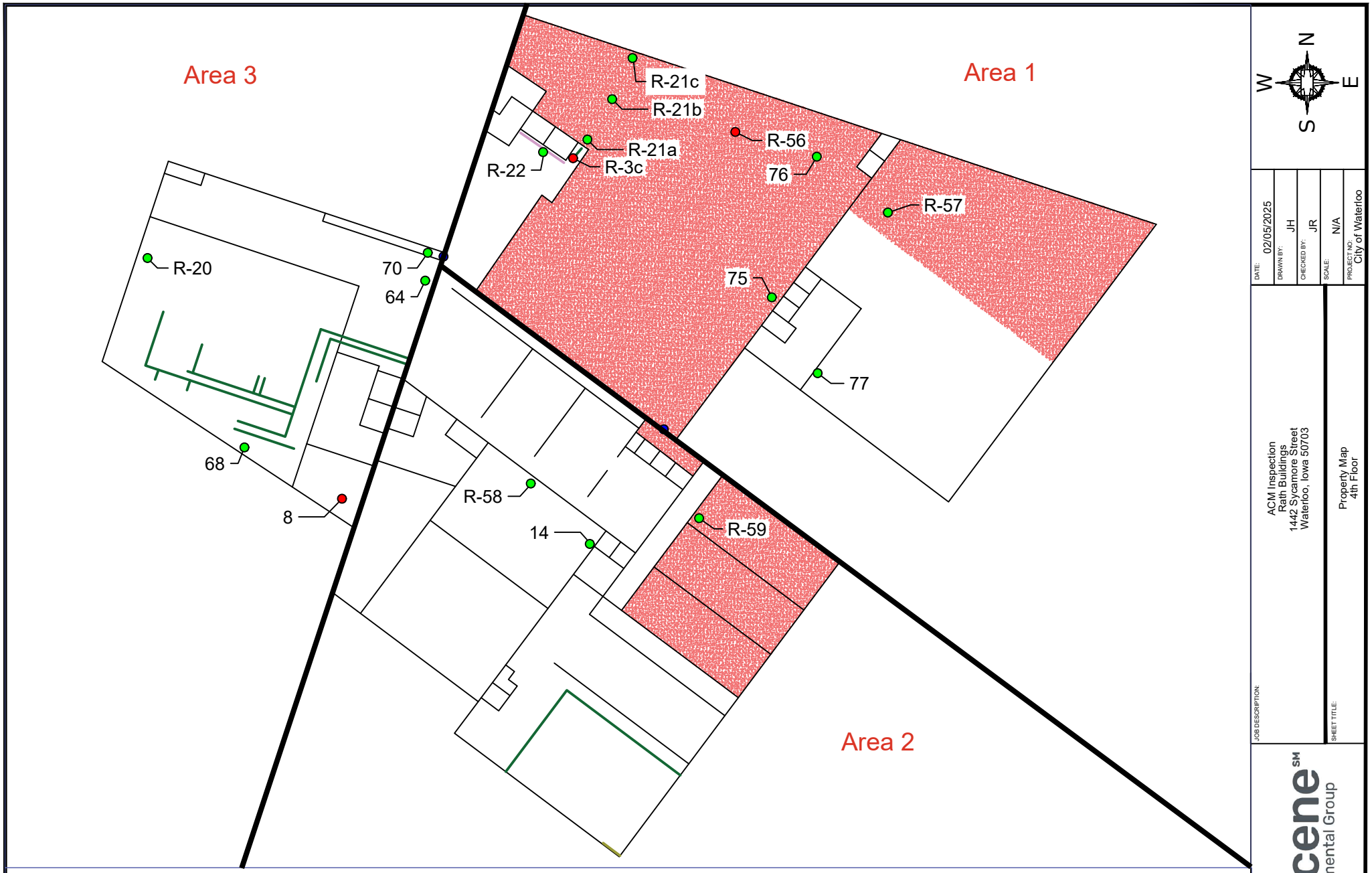
N W E S

DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
5th Floor

Eocene SM Environmental Group



DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
4th Floor

Eocene SM Environmental Group

Legend

- Positive ACM
- Negative ACM
- Pipe Insulation
- Caulk
- Possible Fire Door
- Inaccessible
- Panel Adhesive
- Transite Wall Panel
- 9x9in Green Floor Tile, Mastic, Pipe Insulation Debris
- 12x12in Brown Floor Tile, Mastic, Pipe Insulation Debris
- Duct Wrap
- Chalkboard
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- Cork Insulation Tar
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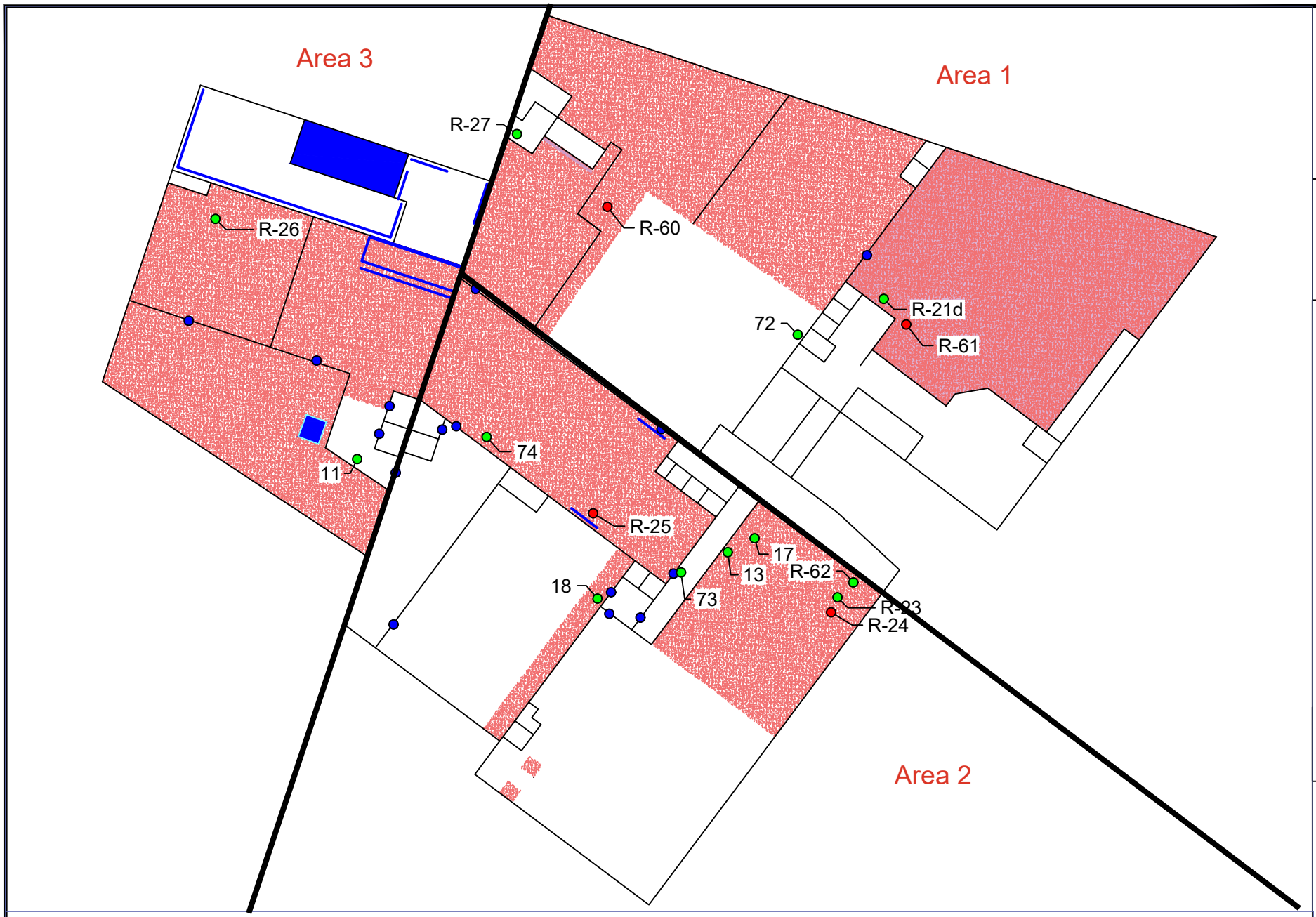
- Duct Wrap Debris
- Aircell/Pipe Insulation Debris
- Wall Tar
- Corrugated Transite Panels
- Cement Board
- Tank Insulation
- Heater Insulation
- Ceiling Covering
- Steamer Insulation Debris
- Cork Insulation Tar



Legend

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- Transite Wall Panel
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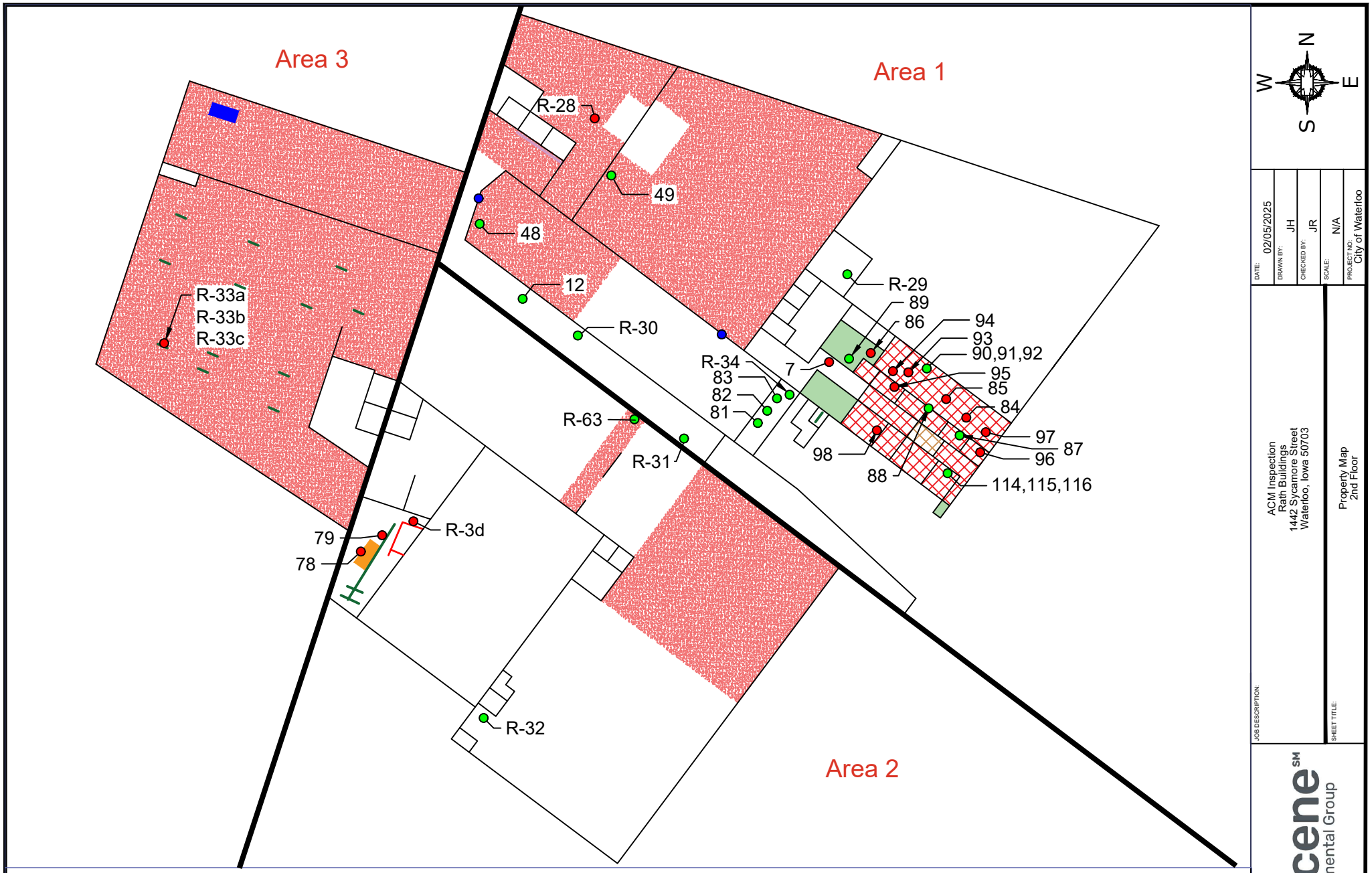
- Duct Wrap Debris
- Aircell/Pipe Insulation Debris
- Tank Insulation
- Heater Insulation
- Ceiling Covering
- Steamer Insulation Debris
- Cork Insulation Tar

DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
3rd Floor

Eocene SM Environmental Group



Legend

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- Caulk
- Possible Fire Door
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- Panel Adhesive
- Transite Wall Panel
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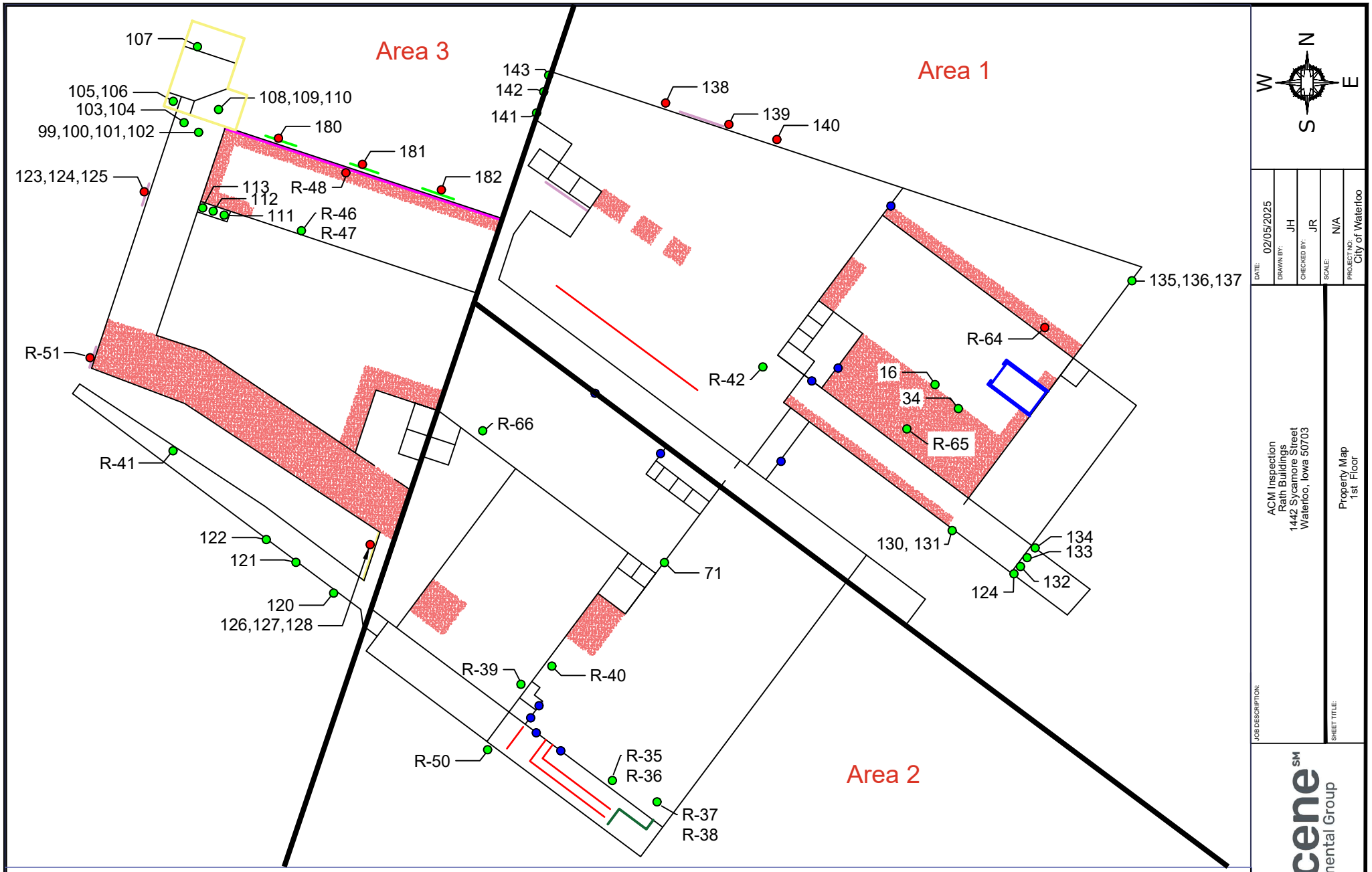
- Steamer Insulation Debris
- Cork Insulation Tar

DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
2nd Floor

Eocene SM Environmental Group


Area 3
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Area 2
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R-46
R-47
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R-42
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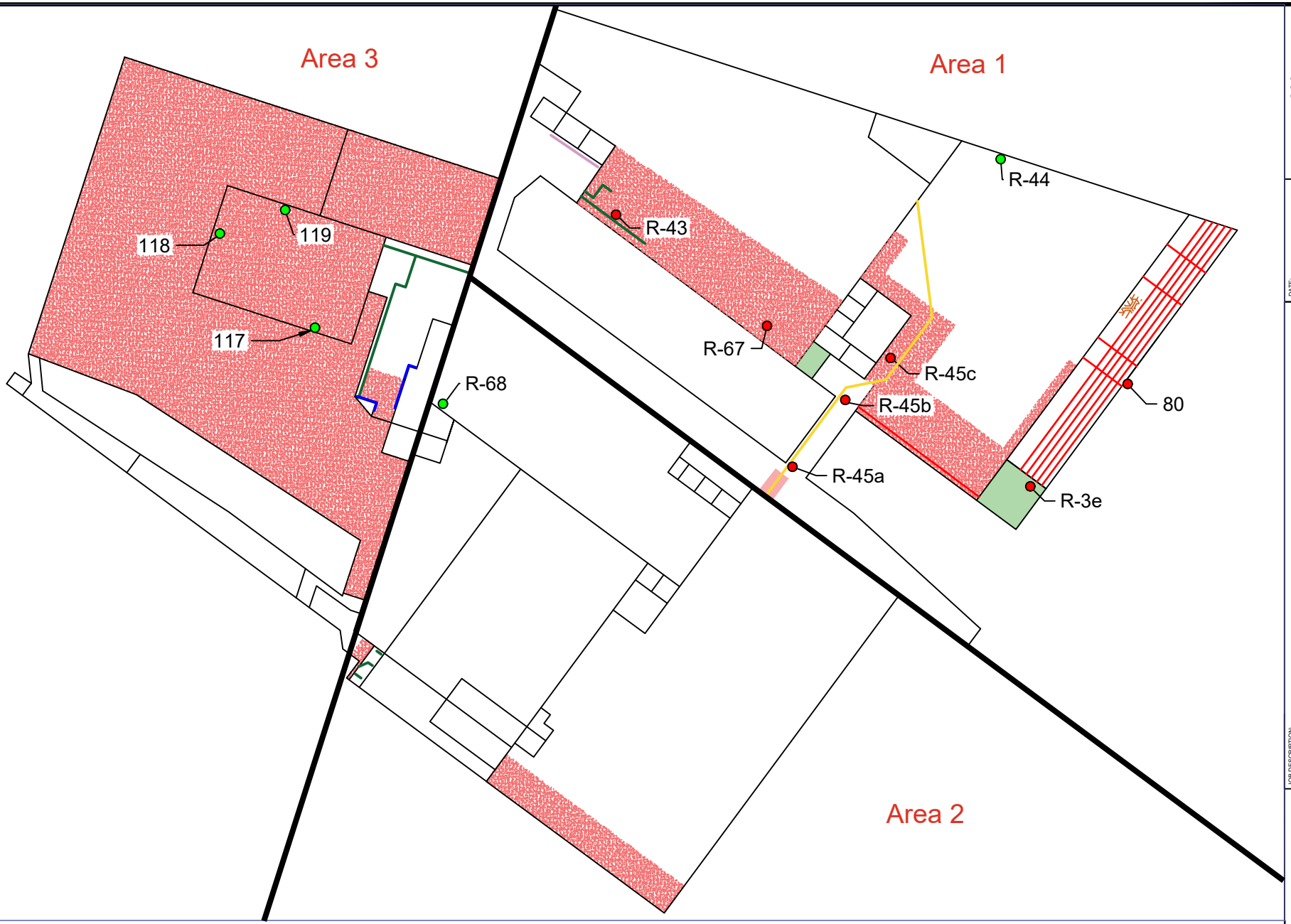
R-65
R-51
R-66
R-41
122
121
120
126,127,128
130, 131
134
133
132
124
71
R-39
R-40
R-50
R-35
R-36
R-37
R-38
N
S
E
W
DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo
JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703
SHEET TITLE: Property Map
1st Floor
Legend
Positive ACM
Negative ACM
Pipe Insulation
Caulk
Possible Fire Door
Inaccessible
Panel Adhesive
Transite Wall Panel
9x9in Green Floor Tile, Mastic, Pipe Insulation Debris
12x12in Brown Floor Tile, Mastic, Pipe Insulation Debris
Duct Wrap
Aircell Pipe Insulation
Chalkboard
Cork Insulation Tar
Expansive Joint
Duct Sealant
Duct Wrap Debris
Aircell/Pipe Insulation Debris
Wall Tar
Cement Board
Corrugated Transite Panels
Tank Insulation
Heater Insulation
Ceiling Covering
Steamer Insulation Debris
Cork Insulation Tar
Eocene SM
Environmental Group



Legend

- Positive ACM
- Negative ACM
- Pipe Insulation
- Caulk
- Possible Fire Door
- Inaccessible
- Panel Adhesive
- Transite Wall Panel
- 9x9in Green Floor Tile, Mastic, Pipe Insulation Debris
- 12x12in Brown Floor Tile, Mastic, Pipe Insulation Debris
- Duct Wrap
- Chalkboard
- Aircell Pipe Insulation
- Cork Insulation Tar
- Expansive Joint
- Duct Sealant
- Duct Wrap Debris
- Aircell/Pipe Insulation Debris
- Wall Tar
- Corrugated Transite Panels
- Cement Board
- Tank Insulation
- Heater Insulation
- Ceiling Covering
- Steamer Insulation Debris
- Cork Insulation Tar

DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

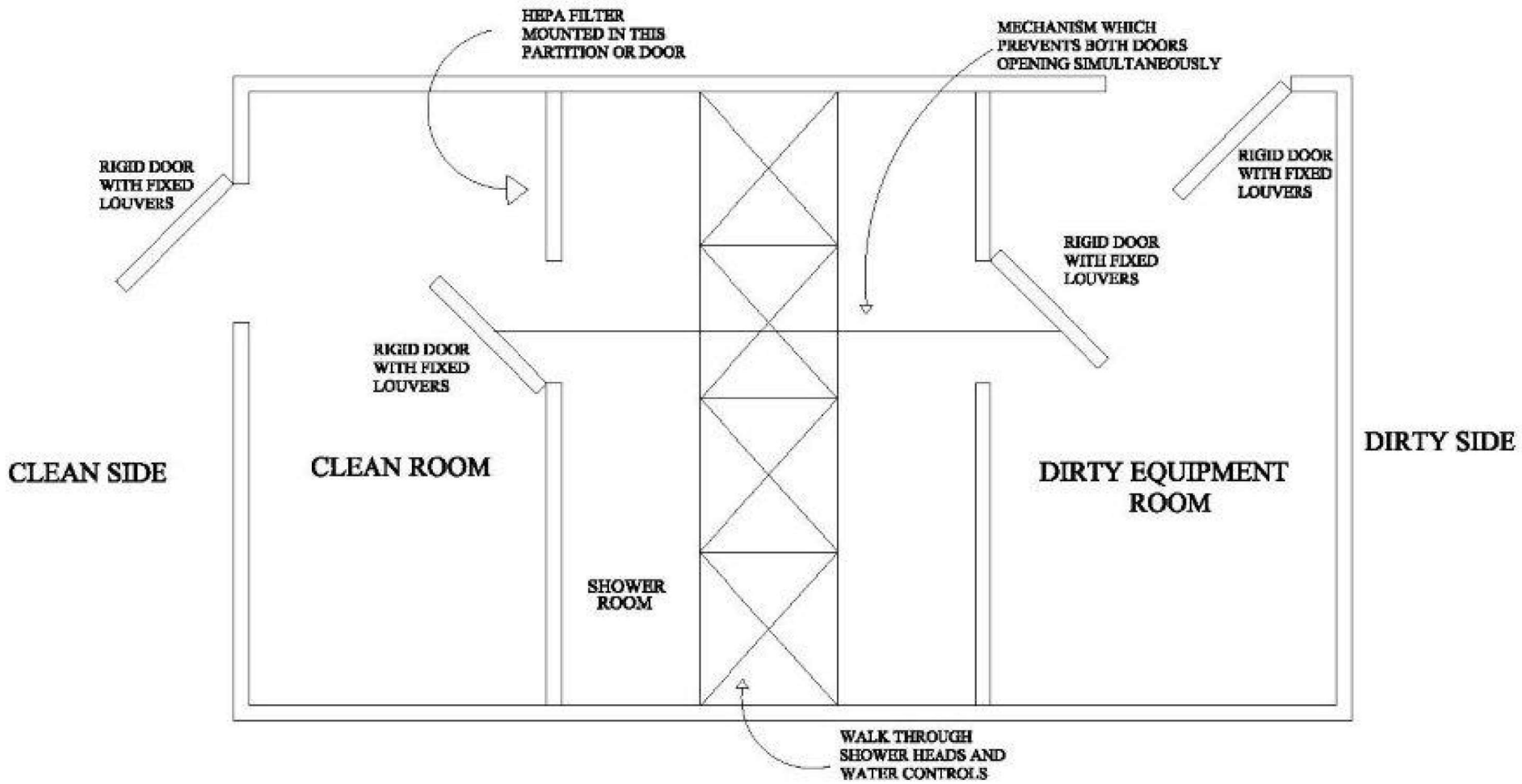
JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
Basement Floor

Eocene SM Environmental Group

EXHIBIT H – 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 I – Iowa DNR 10-Day Notification Form (Online Link)

https://stateofiowa.seamlessdocs.com/f/DIAL_Asbestos_Notification_Form

EXHIBIT J – 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

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

FY 2023 Cattle Congress Sanitary Sewer Lift Station Reconstruction, Contract No. 1075.

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. Bid Tabulation Cattle Congress Sanitary Sewer Lift Station Reconstruction, Cont. No. 1075
2. Cattle Congress LS - Estimate
3. Engineering- BID TAB

FY23 Cattle Congress Sanitary Sewer Lift Station Reconstruction, Cont. No. 1075

Engineer's Estimate $3,481.666.91

July 15, 2026

Bidder	Bid Security	Bid Amount
BOOMERANG CORP ANAMOSA, IA	5%	$5,097,512.50
WENDLER AMANA, IA	5%	$2,966,361.40
PETERSON CONTRACTORS, INC. REINBECK, IA	5%	$4,230,069.05

ENGINEERS PROBABLE COST OF CONSTRUCTION

FY 2023

CATTLE CONGRESS SANITARY SEWER LIFT STATION RECONSTRUCTION

CITY OF WATERLOO, IOWA

CITY CONTRACT NO. 1075

ITEM NO.	SUDAS CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
1	11020-A	MOBILIZATION	LS	1.0	$308,795.29	$308,795.29
2	2010-D-1	TOPSOIL, ON-SITE, 6 INCHES	CY	248.6	$18.00	$4,474.26
3	2010-E	EXCAVATION, CLASS 10 - EMBANKMENT-IN-PLACE	CY	400.0	$9.00	$3,600.00
4	2010-I	SUBGRADE TREATMENT, GEOFABRIC	SY	175.0	$2.00	$350.00
5	2010-J	SUBBASE, MODIFIED, 11'	SY	224.8	$22.00	$4,946.33
6	2010-M	COMPACTION TESTING	LS	1.0	$9,000.00	$9,000.00
7	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	2872.4	$33.00	$94,790.17
8	3010-H	TRENCH COMPACTION TESTING	LS	1.0	$18,000.00	$18,000.00
9	4010-C-1	SANITARY SEWER FORCE MAIN, TRENCHED, PVC, 10-INCHES	LF	512.8	$150.00	$76,920.00
10	4010-C-1	SANITARY SEWER FORCE MAIN, TRENCHED, DUCTILE IRON, 10-INCHES	LF	5.5	$200.00	$1,100.00
11	4010-C-2	SANITARY SEWER FORCE MAIN, TRENCHLESS, PVC, 10-INCHES	LF	300.0	$200.00	$60,000.00
12	4010-L	SANITARY SEWER ABANDONMENT, FILL AND PLUG, 10-INCHES	LF	815.3	$130.00	$105,989.00
13	4050-G-3	BYPASS PUMPING	LS	1.0	$100,000.00	$100,000.00
14	4060	FORCE MAIN TESTING	LS	1.0	$4,000.00	$4,000.00
15	5010-C-2	FORCE MAIN FITTING	LB	720.0	$10.50	$7,560.00
16	6010-G-1	CONNECTION TO EXISTING MANHOLE	EA	1.0	$3,500.00	$3,500.00
17	7030-H-3	DRIVEWAY, GRANULAR, 6-INCHES	TON	172.9	$15.00	$2,593.51
18	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1.0	$3,000.00	$3,000.00
19	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1	AC	0.4	$5,000.00	$1,856.15
20	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 4	AC	0.2	$2,500.00	$464.04
21	9040-A-1	SWPPP PREPARATION	LS	1.0	$5,000.00	$5,000.00
22	9040-A-2	SWPPP MANEGEMENT	LS	1.0	$2,000.00	$2,000.00
23	9060-D	REMOVAL AND REINSTALLATION OF EXISTING FENCE,CHAINLINK, GALVANIZE	LF	40.0	$35.00	$1,400.00
24	9080-A	CONCRETE STEPS, TYPE A	SF	115.5	$85.00	$9,817.50
25	9080-B	HANDRAIL, 32-INCHES	LF	22.0	$140.00	$3,080.00
26	9080-C	SAFETY RAIL	LF	44.8	$130.00	$5,817.50
27	10010-A	DEMOLITION WORK - WET WELL	LS	1.0	$53,200.00	$53,200.00
28	10010-A	DEMOLITION WORK - LIFT STATION BUILDING AND EQUIPMENT	LS	1.0	$106,400.00	$106,400.00
29	11050-A	CONCRETE WASHOUT	LS	1.0	$3,000.00	$3,000.00
30	AS PER PLANS	SANITARY SEWER MANHOLE ABANDONMENT	EA	5.0	$2,500.00	$12,500.00
31	AS PER PLANS	LIFT STATION WET WELL	LS	1.0	$855,456.00	$855,456.00
32	AS PER PLANS	PREFABRICATED OPERATOR'S BUILDING	LS	1.0	$603,600.00	$603,600.00
33	AS PER PLANS	BYPASS MANHOLE	LS	1.0	$91,504.00	$91,504.00
34	AS PER PLANS	SITE ELECTRICAL	LS	1.0	$159,600.00	$159,600.00
35	AS PER PLANS	STAND-BY GENERATOR	LS	1.0	$592,200.00	$592,200.00
36	AS PER PLANS	BOLLARDS	EA	6.0	$700.00	$4,200.00
37	AS PER PLANS	STRUCTURAL CONCRETE RETAINING WALL - GENERATOR PAD AND STAIRS	CY	30.2	$1,700.00	$51,340.00
38	AS PER PLANS	STRUCTURAL CONCRETE PAD - GENERATOR	CY	8.1	$1,700.00	$13,694.44
39	AS PER PLANS	COMPACTING BACKFILL - GRADING	CY	400.0	$30.00	$12,000.00
					Sub Total	**$3,396,748.21**
					Contingency 2.5%	**$84,918.71**
					TOTAL	**$3,481,666.91**

Bid Tabulation
FY 2023 CATTLE CONGRESS SANITARY SEWER LIFT STATION RECONSTRUCTION
CITY OF WATERLOO
CITY CONTRACT NO. 1075
AECOM Proj. No. 60696351
Friday, July 17, 2026

AECOM

					Engineers Estimate		Wendler, Inc		Peterson Contractors Inc.		Boomerang Corp	
Item NO.	SUDAS - Measurement & Payment	Description	Unit	Estimated Quantities	Unit Bid Price	Total Bid Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
		BASE BID										
1	11020-A	MOBILIZATION	LS	1.0	$ 308,795.29	$ 308,795.29	$ 290,000.00	$ 290,000.00	$ 125,000.00	$ 125,000.00	$ 588,000.00	$ 588,000.00
2	2010-D-1	TOPSOIL, ON-SITE, 6 INCHES	CY	248.6	$ 18.00	$ 4,474.26	$ 18.00	$ 4,474.80	$ 30.00	$ 7,458.00	$ 40.00	$ 9,944.00
3	2010-E	EXCAVATION, CLASS 10 - EMBANKMENT-IN-PLACE	CY	400.0	$ 9.00	$ 3,600.00	$ 110.00	$ 44,000.00	$ 15.00	$ 6,000.00	$ 200.00	$ 80,000.00
4	2010-I	SUBGRADE TREATMENT, GEOFABRIC	SY	175.0	$ 2.00	$ 350.00	$ 2.00	$ 350.00	$ 3.50	$ 612.50	$ 10.00	$ 1,750.00
5	2010-J	SUBBASE, MODIFIED, 11'	SY	224.8	$ 22.00	$ 4,946.33	$ 384.00	$ 86,323.20	$ 160.00	$ 35,968.00	$ 200.00	$ 44,960.00
6	2010-M	COMPACTION TESTING	LS	1.0	$ 9,000.00	$ 9,000.00	$ 5,200.00	$ 5,200.00	$ 10,000.00	$ 10,000.00	$ 22,000.00	$ 22,000.00
7	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	2,872.4	$ 33.00	$ 94,790.17	$ 60.00	$ 172,344.00	$ 65.00	$ 186,706.00	$ 80.00	$ 229,792.00
8	3010-H	TRENCH COMPACTION TESTING	LS	1.0	$ 18,000.00	$ 18,000.00	$ 5,200.00	$ 5,200.00	$ 10,000.00	$ 10,000.00	$ 22,000.00	$ 22,000.00
9	4010-C-1	SANITARY SEWER FORCE MAIN, TRENCHED, PVC, 10-INCHES	LF	512.8	$ 150.00	$ 76,920.00	$ 156.00	$ 79,996.80	$ 90.00	$ 46,152.00	$ 500.00	$ 256,400.00
10	4010-C-1	SANITARY SEWER FORCE MAIN, TRENCHED, DUCTILE IRON, 10-INCHES	LF	5.5	$ 200.00	$ 1,100.00	$ 1,070.00	$ 5,885.00	$ 1,800.00	$ 9,900.00	$ 1,600.00	$ 8,800.00
11	4010-C-2	SANITARY SEWER FORCE MAIN, TRENCHLESS, PVC, 10-INCHES	LF	300.0	$ 200.00	$ 60,000.00	$ 165.00	$ 49,500.00	$ 140.00	$ 42,000.00	$ 300.00	$ 90,000.00
12	4010-L	SANITARY SEWER ABANDONMENT, FILL AND PLUG, 10-INCHES	LF	815.3	$ 130.00	$ 105,989.00	$ 18.00	$ 14,675.40	$ 26.00	$ 21,197.80	$ 25.00	$ 20,382.50
13	4050-G-3	BYPASS PUMPING	LS	1.0	$ 100,000.00	$ 100,000.00	$ 187,000.00	$ 187,000.00	$ 1,250,000.00	$ 1,250,000.00	$ 400,000.00	$ 400,000.00
14	4060	FORCE MAIN TESTING	LS	1.0	$ 4,000.00	$ 4,000.00	$ 4,750.00	$ 4,750.00	$ 15,000.00	$ 15,000.00	$ 2,000.00	$ 2,000.00
15	5010-C-2	FORCE MAIN FITTING	LB	720.0	$ 10.50	$ 7,560.00	$ 28.00	$ 20,160.00	$ 32.50	$ 23,400.00	$ 40.00	$ 28,800.00
16	6010-G-1	CONNECTION TO EXISTING MANHOLE	EA	1.0	$ 3,500.00	$ 3,500.00	$ 8,000.00	$ 8,000.00	$ 9,500.00	$ 9,500.00	$ 1,200.00	$ 1,200.00
17	7030-H-3	DRIVEWAY, GRANULAR, 6-INCHES	TON	172.9	$ 15.00	$ 2,593.51	$ 37.00	$ 6,397.30	$ 27.50	$ 4,754.75	$ 40.00	$ 6,916.00
18	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1.0	$ 3,000.00	$ 3,000.00	$ 5,500.00	$ 5,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00
19	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1	AC	0.4	$ 5,000.00	$ 1,856.15	$ 7,000.00	$ 2,800.00	$ 7,500.00	$ 3,000.00	$ 20,000.00	$ 8,000.00
20	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 4	AC	0.2	$ 2,500.00	$ 464.04	$ 10,000.00	$ 2,000.00	$ 2,000.00	$ 400.00	$ 12,000.00	$ 2,400.00
21	9040-A-1	SWPPP PREPARATION	LS	1.0	$ 5,000.00	$ 5,000.00	$ 13,500.00	$ 13,500.00	$ 5,000.00	$ 5,000.00	$ 4,000.00	$ 4,000.00
22	9040-A-2	SWPPP MANEGEMENT	LS	1.0	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 50,000.00	$ 50,000.00	$ 12,000.00	$ 12,000.00
23	9060-D	REMOVAL AND REINSTALLATION OF EXISTING FENCE,CHAINLINK, GALVANIZE	LF	40.0	$ 35.00	$ 1,400.00	$ 100.00	$ 4,000.00	$ 120.00	$ 4,800.00	$ 110.00	$ 4,400.00
24	9080-A	CONCRETE STEPS, TYPE A	SF	115.5	$ 85.00	$ 9,817.50	$ 62.00	$ 7,161.00	$ 160.00	$ 18,480.00	$ 200.00	$ 23,100.00
25	9080-B	HANDRAIL, 32-INCHES	LF	22.0	$ 140.00	$ 3,080.00	$ 302.00	$ 6,644.00	$ 425.00	$ 9,350.00	$ 260.00	$ 5,720.00
26	9080-C	SAFETY RAIL	LF	44.8	$ 130.00	$ 5,817.50	$ 308.00	$ 13,798.40	$ 425.00	$ 19,040.00	$ 260.00	$ 11,648.00
27	10010-A	DEMOLITION WORK - WET WELL	LS	1.0	$ 53,200.00	$ 53,200.00	$ 42,500.00	$ 42,500.00	$ 120,000.00	$ 120,000.00	$ 300,000.00	$ 300,000.00
28	10010-A	DEMOLITION WORK - LIFT STATION BUILDING AND EQUIPMENT	LS	1.0	$ 106,400.00	$ 106,400.00	$ 41,500.00	$ 41,500.00	$ 125,000.00	$ 125,000.00	$ 150,000.00	$ 150,000.00
29	11050-A	CONCRETE WASHOUT	LS	1.0	$ 3,000.00	$ 3,000.00	$ 500.00	$ 500.00	$ 1,250.00	$ 1,250.00	$ 500.00	$ 500.00
30	AS PER PLANS	SANITARY SEWER MANHOLE ABANDONMENT	EA	5.0	$ 2,500.00	$ 12,500.00	$ 3,500.00	$ 17,500.00	$ 5,000.00	$ 25,000.00	$ 2,000.00	$ 10,000.00
31	AS PER PLANS	LIFT STATION WET WELL	LS	1.0	$ 855,456.00	$ 855,456.00	$ 761,000.00	$ 761,000.00	$ 800,000.00	$ 800,000.00	$ 850,000.00	$ 850,000.00
32	AS PER PLANS	PREFABRICATED OPERATOR'S BUILDING	LS	1.0	$ 603,600.00	$ 603,600.00	$ 718,000.00	$ 718,000.00	$ 825,000.00	$ 825,000.00	$ 1,450,000.00	$ 1,450,000.00
33	AS PER PLANS	BYPASS MANHOLE	LS	1.0	$ 91,504.00	$ 91,504.00	$ 58,500.00	$ 58,500.00	$ 90,000.00	$ 90,000.00	$ 60,000.00	$ 60,000.00
34	AS PER PLANS	SITE ELECTRICAL	LS	1.0	$ 159,600.00	$ 159,600.00	$ 108,000.00	$ 108,000.00	$ 100,000.00	$ 100,000.00	$ 200,000.00	$ 200,000.00
35	AS PER PLANS	STAND-BY GENERATOR	LS	1.0	$ 592,200.00	$ 592,200.00	$ 111,000.00	$ 111,000.00	$ 125,000.00	$ 125,000.00	$ 100,000.00	$ 100,000.00
36	AS PER PLANS	BOLLARDS	EA	6.0	$ 700.00	$ 4,200.00	$ 1,200.00	$ 7,200.00	$ 1,000.00	$ 6,000.00	$ 1,200.00	$ 7,200.00
37	AS PER PLANS	STRUCTURAL CONCRETE RETAINING WALL - GENERATOR PAD AND STAIRS	CY	30.2	$ 1,700.00	$ 51,340.00	$ 1,550.00	$ 46,810.00	$ 2,000.00	$ 60,400.00	$ 1,200.00	$ 36,240.00
38	AS PER PLANS	STRUCTURAL CONCRETE PAD - GENERATOR	CY	8.1	$ 1,700.00	$ 13,694.44	$ 715.00	$ 5,791.50	$ 2,000.00	$ 16,200.00	$ 600.00	$ 4,860.00
39	AS PER PLANS	COMPACTING BACKFILL - GRADING	CY	400.0	$ 30.00	$ 12,000.00	$ 16.00	$ 6,400.00	$ 45.00	$ 18,000.00	$ 100.00	$ 40,000.00
		BASE BID TOTAL				**$ 3,396,748.21**		**$ 2,966,361.40**		**$ 4,230,069.05**		**$ 5,097,512.50**

Mathematical Mistake made by the Contractor on their Bid Proposal

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Fire Rescue Department

MEETING DATE
July 20, 2026

AGENDA ITEM TITLE
Resolution approving a revised fee schedule for Fire Department inspection, testing, and maintenance reven fees from $20.00 to $25.00 and implement a fee of $10.00 to include fire extinguishers and emergency exit lighting systems as requested by the Fire Department.

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

Bill Beck, Fire Chief
Fire Rescue Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Resolution approving the FY2027 Ambulance Fee Schedule.

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

Safiah Elahi, Traffic Operations Director
Traffic Operations Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Resolution approving a 30-Day No-Cost Pilot Agreement with Omnisight of Charleston, South Carolina, for adaptive signal timing management, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approve resolution.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Traffic detection pilot program at an intersection where updated detection is needed to work towards making the corridor adaptive.

Omnisight's FusionSensor technology is designed to give cities and communities the means to improve Adaptive Signal Timing (AST) management. By fusing radar and video, leveraging artificial intelligence (AI), and real-time data processing, these sensors make traffic systems more accurate, reliable, and efficient. As more cities and urban areas grow, the more traffic congestion issues and road safety concerns they face. Traditional traffic light systems operate on fixed schedules, leading to unnecessary stops, longer commutes, and increased frustration for drivers. Adaptive Signal Timing (AST) is an advanced solution that uses real-time sensor data to adjust traffic signals, improve traffic flow, and increase safety.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. City of Waterloo - omnisight_pilot_agreement_06_07_26
2. City of Waterloo - Intersection Pilot - 4 Units
3. Road Safety Solutions _ Omnisight _ Fusion Sensor
4. OmniSight - Optimize Traffic Flow _ Adaptive Signal Timing with Fusion Sensor

PILOT AGREEMENT

This Pilot Agreement (the "***Agreement***"), dated this 17 day of June, 2026 ("***Effective Date***"), is entered into by and between Omnisight, Inc., a South Carolina corporation, ("***OS***") and City of Waterloo ("***Customer***") (OS and Customer the "***Parties***", and each, a "***Party***").

WHEREAS, OS is the manufacturer and owner of that certain FusionSensor™ technology ("***Product***");

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is for the Customer to test the Product in a real-world environment for demonstration, validation, and assessment purposes ("***Pilot***"). The Pilot is non-commercial and for evaluation purposes only. The goal of the Pilot is for the Customer to evaluate accuracy, installation, maintenance, infrastructure compatibility, and collect data for potential deployment of the Product.

2. Consideration. The Parties acknowledge sufficient consideration for this Agreement and OS shall provide the Product for the Pilot at no cost to the Customer.

3. Additional Terms and Conditions. This Agreement is subject to OS's Product Terms and Conditions ("***T&C***"), which are incorporated herein by reference. In the event of a conflict between this Agreement and the T&C, this Agreement shall control solely with respect to the Pilot.

4. Scope. OS will provide to the Customer the Product and installation support and technical documentation for the Product. The Customer will provide to OS installation locations, permits, and access to infrastructure, and support installation and maintenance for the Product.

5. Timing. Customer shall complete installation of the Product between July 1st and July 31st. The Pilot shall occur between August 1st and October 31st.

6. Success Criteria.

   Successful detection and tracking of the following: Queuing, Speed, and Individual Lane Volumess

7. Safety, Compliance and Installation. The Customer shall be responsible for (i) the safety of the site where the Product will be installed (ii) compliance with all regulatory and legal standards for installation of the Product; and (iii) management of the Product installation conditions.

8. Product Ownership, Proprietary Rights and Intellectual Property. The Product shall remain the sole property of OS and shall be returned by the Customer to OS upon completion of the Pilot or termination of this Agreement, whichever shall occur first. Further, the Parties acknowledge and agree:

   a. The Customer shall only use the data produced by the Pilot for internal evaluation by the Customer.
   b. OS exclusively owns and shall retain all right, title, and interest in and to the Product and all Proprietary Rights therein and thereto, whether existing now or hereafter arising, worldwide. "***Proprietary Rights***" means all intellectual property and proprietary rights, including without limitation all patents, patent applications, inventions (whether patentable or not), utility models, designs, copyrights, works of authorship, mask works, trademarks, service marks, trade names, trade dress, logos, domain names, trade secrets, know-how, methodologies, specifications, drawings, schematics, software (including source code and object code), firmware, data, databases,

documentation, and all moral rights, and all registrations, renewals, extensions, continuations, continuations-in-part, divisionals, reissues, and applications relating to any of the foregoing.

c. Except for any limited rights expressly granted to the Customer in this Agreement, no rights or licenses are granted by OS by implication, estoppel, exhaustion, or otherwise, and all such rights are hereby reserved. Any access to or use of the Product by the Customer does not and shall not be construed to confer or transfer any ownership or Proprietary Rights in or to the Product or any portion thereof.

d. The Customer shall not, and shall not permit any third party to, (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, or non-public APIs of any software or firmware in the Product, except to the limited extent that applicable law expressly permits despite this restriction; (b) remove, alter, or obscure any proprietary notices, marks, or labels on or in the Product; (c) create derivative works of the Product; or (d) use any OS trademarks, trade dress, or logos except in strict compliance with OS's written trademark usage guidelines provided to the Customer from time to time.

e. To the extent the Customer provides suggestions, feedback, or other input regarding the Product ("***Feedback***"), the Customer hereby assigns to OS all right, title, and interest in and to such Feedback and the Proprietary Rights therein. To the extent an assignment is not effective as a matter of law, the Customer grants to OS an exclusive, perpetual, irrevocable, worldwide, royalty-free license (with the right to sublicense) to use, reproduce, modify, distribute, display, perform, make, have made, sell, offer for sale, import, and otherwise exploit such Feedback without restriction. No consideration is due to the Customer for OS's use of Feedback.

f. No sale, delivery, or other provision of the Product, nor any consideration paid, shall be construed as a sale, assignment, transfer, conveyance, or other disposition of any Proprietary Rights of OS. Any purported assignment, transfer, encumbrance, or grant of rights in or to the Product or any Proprietary Rights of OS by the Customer, whether voluntary, by operation of law, or otherwise, without OS's prior express written consent signed by an authorized representative of OS, is void and of no effect.

g. OS reserves all rights not expressly granted herein. The Customer acknowledges that any breach or threatened breach of this Section would cause irreparable harm to OS for which monetary damages would be an inadequate remedy. Accordingly, in addition to any other remedies available at law or in equity, OS shall be entitled to seek injunctive or other equitable relief to prevent or curtail any such breach or threatened breach, without the necessity of posting bond or proving actual damages.

9. Termination of the Agreement. Either Party may terminate with 30 days' written notice. Upon termination, the Pilot shall cease and the Customer shall return the Product to OS at the expense of the Customer. Upon termination, this Agreement will be of no further force or effect, and the rights and obligations of each of the Parties thereunder shall terminate, except for (a) any rights and obligations of the Parties in Section 8 of this Agreement and (b) any other rights and obligations of the Parties that come into being or effect upon the termination of this Agreement, in each case under clause (a) and clause (b), subject to the terms and conditions of this Agreement.

10. No Further Obligation. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employer-employee, or any other relationship between the Parties. Neither Party has the authority to bind the other or incur any obligation on behalf of the other Party. This Agreement does not obligate either Party to enter into any future agreements or understandings. Any future relationship or agreement between the Parties shall be subject to separate negotiation and mutual written consent.

11. Hold Harmless and Indemnification. The Customer agrees to indemnify, defend, and hold harmless OS, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) the use, misuse, or inability to use the Product by the Customer or any third party; (b)

any breach of this Agreement by the Customer; (c) any violation of applicable laws or regulations by the Customer. The Customer shall hold OS harmless from any claims or demands made by any third party due to or arising out of the Customer's use of the Product or the Pilot, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees. OS shall promptly notify the Customer of any claim for which indemnification is sought and cooperate fully (at the Customer's expense) in the defense of such claim. The Customer shall have control of the defense and settlement of any such claim, provided that OS may participate in such defense at its own expense and that the Customer shall not settle any claim without OS's prior written consent, which shall not be unreasonably withheld.

12. No Conflicts or Consents. The execution, delivery, and performance by the Parties of this Agreement and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other governing documents of the Parties; (b) violate or conflict with any provision of any statute, law, ordinance, regulation, rule, code, treaty, or other requirement of any Governmental Authority or any order, writ, judgment, injunction, decree, determination, penalty, or award entered by or with any Governmental Authority applicable to a Party; (c) require the consent, notice, or filing with or other action by any Person or require any Permit, license, or Governmental Order; or (d) violate or conflict with, result in the acceleration of, or create in any party the right to accelerate, terminate, or modify any contract, lease, deed, mortgage, license, instrument, note, indenture, joint venture, or any other agreement, commitment, or legally binding arrangement, whether written or oral, to which a Party is a party or by which a Party is bound or to which any of their respective properties and assets are subject.

13. Notice. Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by overnight carrier to the parties at the addresses set forth below (or such other addresses as specified by the parties by like notice):

If to OS:
Tim Klimavicz
Director of Business Operations and Finance
100 Coastal Drive, Suite 150
Charleston, South Carolina 29492
(404) 386-2259
tim@omnisightusa.com

If to the Customer:
Name: Tina Schellhorn
Title: Associate Traffic Engineer
Address: 715 Mulberry Stree
City, State, Zip: Waterloo, IA 50703
Phone: 3192910141
Email: tina.schellhorn@waterloo-ia.org

14. Miscellaneous.

a. This Agreement shall be governed by and interpreted under the laws of the State of Iowa, excluding the application of its conflict of laws principles.
b. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

c. If any portion of this Agreement shall be determined to be invalid, the remainder of the Agreement shall remain in full force and effect.
d. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns, and, no other person or entity shall acquire or have any right under or by virtue hereof. This Agreement may not be modified or amended except in a writing signed by the Parties.
e. A Party may not assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.
f. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A .pdf or facsimile copy will have the same force and effect as an original execution.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

OMNISIGHT, INC.

_____	_____
By:	By:
Its:	Its:

City of Waterloo - Intersection Pilot - 4 Units

City of Waterloo
Waterloo, Iowa

Safiah Elahi
safiah.elahi@waterloo-ia.org
3192914440

Tina Schellhorn
tina.schellhorn@waterloo-ia.org
(319) 291-4440

Reference: 20260603-162926616
Quote created: June 3, 2026
Quote expires: September 1, 2026
Quote created by: Jonathan Blauert
Solutions Consultant
jonathan@omnisightusa.com

Comments from Jonathan

Products & Services

Item & Description	Quantity	Unit Price	Total
Omnisight Intersection Package - SDLC Package includes: 4 FusionSensor Devices Software PoE Switch SDLC Bridge	1	$22,750.00	$22,750.00
Omnsight Intersection Connect Services Provides access to health data, dashboards, reporting, remote configuration & firmware updates	1	$600.00 / year	$600.00 / year

Annual subtotal	$600.00
One-time subtotal	$22,750.00
Total	**$23,350.00**

Purchase terms

This quotation is subject to the **Omnisight Terms and Conditions**, available here:
Omnisight Terms and Conditions

Delivery Terms for international shipments outside the continental United States:
FCA Omnisight Facility, Charleston, SC, USA (Incoterms 2020)

Signature

Choose a profile to start the e-signature process.

Safiah Elahi
safiah.elahi@waterloo-ia.org
[sig|req|signer1]

Tina Schellhorn
tina.schellhorn@waterloo-ia.org
[sig|req|signer2]

Jonathan Blauert
jonathan@omnisightusa.com
[sig|req|signer3]

Questions? Contact me

Jonathan Blauert
Solutions Consultant
jonathan@omnisightusa.com

Omnisight, Inc.
100 Coastal Drive, Suite 150
Charleston, SC 29492
United States

enforcement are left reacting to accidents instead of preventing them.

Many highway safety systems fall short because they rely on outdated technology. These systems capture only brief snapshots of traffic conditions, leaving decision-makers without the full picture.

Omnisight's FusionSensor solves this problem. HD3D radar and AI-powered cameras provide a continuous flow of accurate traffic data in real-time, giving communities the information they need to improve road safety as conditions change.

How Real-Time Data Supports Road Safety

More than 40,000 people die in U.S. traffic crashes every year, and many of these accidents could be prevented with better data. Real-time insights help cities and agencies take action before problems escalate. It's not just about collecting numbers—it's about using that information to make roads safer and faster.

From reducing congestion to improving emergency response, Omnisight provides the tools for proactive safety measures that protect communities.

Outdated traffic signal systems operate on fixed timing patterns, creating unnecessary stops, increasing congestion, and raising the risk of rear-end collisions. These systems can't distinguish between road users, leaving pedestrians and cyclists at risk at busy intersections.

Real-time data fusion provides intelligent signal management that automatically identifies and classifies all road users—from large trucks to cyclists. With Omnisight's Fusion Sensor, traffic signals adjust based on actual conditions.

This means longer crossing times when pedestrian volume is high, extended green phases during peak traffic, and a smoother flow across transportation corridors. The result is fewer collisions, reduced frustration, and safer crossings for vulnerable road users.

Speed Monitoring

Excessive speed remains a leading cause of traffic fatalities, but traditional speed management approaches rely on sporadic enforcement and obsolete data. Cities struggle to implement effective countermeasures in high-risk areas without access to speed patterns.

Through advanced fusion algorithms, instantaneous speed data continuously monitors traffic flow and vehicle speeds on critical roadways. This raw data helps identify problem areas where vehicles consistently

speed management strategies—whether through enforcement, traffic calming infrastructure, or dynamic speed feedback signs—exactly where and

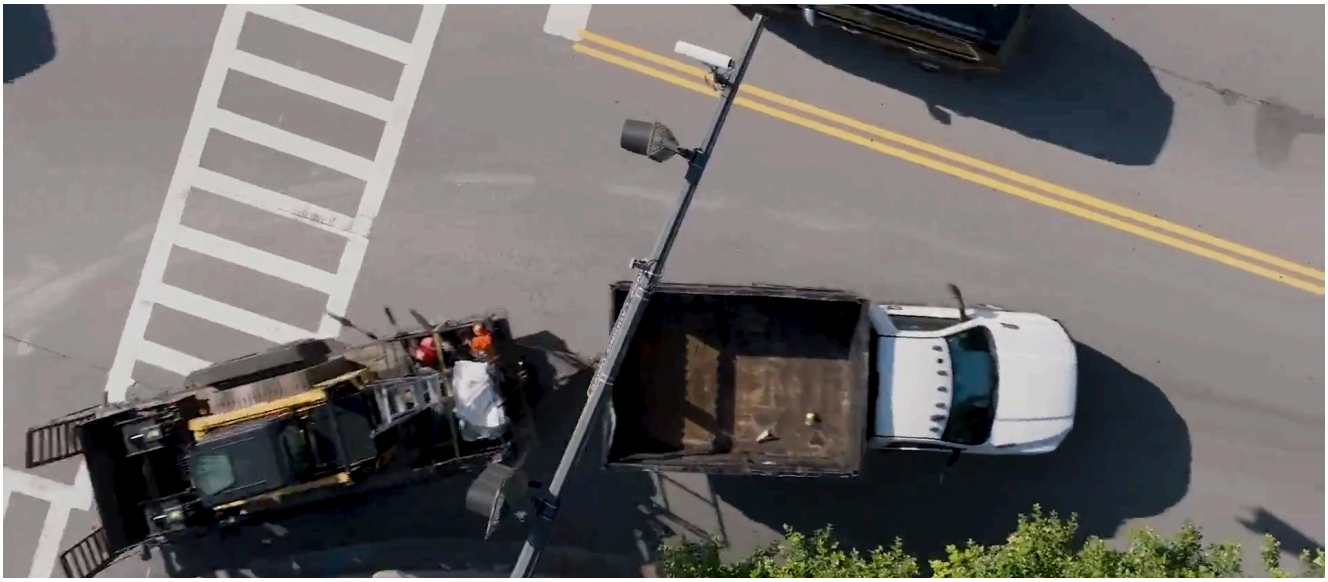
Incident Detection and Response

When crashes or breakdowns occur, every minute matters. Traditional incident detection relies heavily on witnesses calling emergency services, creating dangerous delays in response time. These delays worsen congestion and increase the risk of secondary crashes.

With data fusion from multiple sensors, the Omnisight system automatically detects stopped vehicles, sudden speed reductions, or unusual traffic patterns that indicate potential incidents.

This high-level analysis triggers immediate alerts to first responders with precise location information and incident details, reducing response times. Faster emergency response saves lives, minimizes traffic disruption, and prevents secondary crashes.

Long-Term Data Planning



Improving Traffic Flow with Adaptive Signal Timing

The more cities and urban areas grow, the more traffic congestion issues and road safety concerns they face. Traditional traffic light systems operate on fixed schedules, leading to unnecessary stops, longer commutes, and increased frustration for drivers.

Adaptive Signal Timing (AST) is an advanced solution that uses real-time sensor data to adjust traffic signals, improve traffic flow, and increase safety.

Omnisight's FusionSensor is designed to give cities and communities the means to improve AST management. By fusing radar and video, leveraging artificial intelligence (AI), and real-time data processing, these sensors make traffic systems more accurate,

A Smarter Approach to Managing City Streets

What Is Adaptive Signal Timing?

Adaptive Signal Timing is a traffic control system that changes traffic light patterns based on what's happening on the road at any given moment. Unlike traditional traffic signals that follow pre-set schedules, AST continuously collects data across multiple modes of transportation to adjust lights as conditions change.

In a typical AST setup, sensors placed at intersections detect vehicles, bikes, and pedestrians. The high-level traffic engineering system analyzes this data and updates signal timing to reduce congestion and improve traffic flow.

For example, if a sensor detects a long line of cars waiting at a red light, the system can extend the green light to clear the backup.

AST is useful in handling unexpected traffic impacts from accidents, roadwork, or sudden increases in traffic. It's designed to adapt instantly, ensuring smoother commutes and safer roads.

Key Objectives & Benefits of Adaptive Signal Timing Systems

1

SMOOTHER TRAFFIC FLOW

AST reduces congestion by adjusting green lights to match real-time traffic needs. This allows for a "green wave" effect; vehicles passing through multiple green lights at intersections, reducing idling and stops.

2

ENHANCED ROAD SAFETY

AST helps keep traffic moving smoothly, lowering the chances of motor vehicle crashes from sudden braking and rear-end collisions. AST systems can also manage signals intended for pedestrians and cyclists at intersections, improving road safety for all users.

3

pedestrian counting, and Vehicle-to-Everything (V2X) alerts.

ENVIRONMENTAL BENEFITS

Better traffic signal management helps combat stop-and-go driving and idling at red lights. It also contributes to reduced fuel consumption, decreased vehicle emissions, and cleaner city air.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	July 20, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with Vandewalle & Associates, Inc., in the amount of $72,000.00, in conjunction with the Downtown Master Plan Implementation, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo has been working with Vandewalle & Associates for many years for downtown development. With a plethora of activities and projects underway, we feel it is appropriate to continue this relationship to bring forth new development, proper design and planning, to continue to enhance Downtown Waterloo

NEIGHBORHOOD IMPACT

The Downtown Waterloo area has seen many improvements over the years for a positive impact on the Downtown area.

DATA, ANALYSIS, AND STRATEGIES

The City of Waterloo utilizes the Downtown Master Plan, input from neighboring areas, and Main Street Waterloo all as ways to increase the viability of Downtown Waterloo, its overall layout, and development.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

The City has partnered with many other entities such as Main Street, Spectra, Grow Cedar Valley, Experience Waterloo, and the Waterloo Development Corporation, for ways to improve Downtown Waterloo and look for input for its design and progress forward.

COMMUNITY ENGAGEMENT METHODS

Economic Development updates, public hearings, Planning Commission actions all have the ability to allow for further informational and engagement methods.

SOURCE OF EXPENDITURES

Downtown TIF Funds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. City of Waterloo; Implementation Services 2026-2027

VANDEWALLE & ASSOCIATES INC.

June 8, 2026

Agreement for Implementation Services 2026-2027

THIS AGREEMENT is made and entered into by and between the "Client" City of Waterloo, Iowa, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm.

Article I Scope of Work

A. VANDEWALLE & ASSOCIATES agrees to provide the following "Services":

WORK ELEMENT ONE: BLIGHT ELIMINATION AND PROPERTY ACQUISITION

a. Continue to update targets and strategy with blight elimination and property acquisition targets
b. Track property owner, assessed value, and anecdotal information regarding asking price, business status, and other relevant details
c. Work with City and Waterloo Development Corporation on public private partnership for blight elimination and property acquisition
d. Coordinate downtown redevelopment efforts with supporting blocks and neighborhoods including Walnut neighborhood, Church Row neighborhood, Franklin Gateway neighborhood, We Care neighborhood, and Rath area

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
247 Freshwater Way, Suite 530 • Milwaukee, Wisconsin 53204 • 414.988.8631
www.vandewalle.com

e. Advance opportunities for riverfront housing development and increasing the density of mixed-use buildings for commercial and infill residential opportunities.

WORK ELEMENT TWO: DOWNTOWN MASTER PLAN IMPLEMENTATION

Work with the City to expand and implement the detailed development plan for downtown Waterloo, to include the following:

a. Continue to develop, update, and implement the Downtown Master Plan, including priority projects on both the east and west sides
b. Develop graphics, including concept designs, whitepapers, and web-based graphics as needed to illustrate visionary concepts for redevelopment
c. Continue to update redevelopment Master Plan, including perspectives showing proposed uses, density, and massing throughout downtown as well as riverfront housing opportunities
d. Continue to develop and updated Downtown Master Plan to coordinate the connection of public infrastructure and public gathering spaces with programming and economic development opportunities
e. Coordinate with City departments on advancement of downtown infrastructure including the conversion of 4th, 4th, and 6th Streets to two-way, enhancement of active transportation in downtown, and activation of regional trails
f. Advance opportunities to increase anchor institution presence in downtown, including the University of Northern Iowa
g. Assist with financing strategies that promote economic development, such as tax increment financing and economic impact forecasting
h. Work with the City and Waterloo Development Corporation to identify the downtown projects that could be eligible for federal or state funding
i. Advise the City on coordination of downtown marketing effort, including collaboration with the City on marketing materials and providing design review assistance
j. Provide ongoing implementation assistance for housing projects that are underway
k. Work with City, property manager, owners, and developer to reposition Black's Building and adjacent blocks, and support the East Village Plan as a catalytic redevelopment project
l. Provide general assistance to the City as requested

WORK ELEMENT THREE: SUPERBLOCK REDEVELOPMENT

With the assistance of City Staff, coordinate the redevelopment of the properties in the Superblock. (Note: Superblock is a four-block area around the Convention Center, including the Best Western hotel, parking structure, Courier building, and Cedar River Plaza building) to include the following:

a. Assist City with positioning projects to attract and recruit developers
b. Advise on use, density, and programming for Courier Block and adjacent buildings and sites, including both existing and future catalytic redevelopment sites
c. Advise on priorities for phased development of Superblock properties
d. Facilitate the Design Build Management Team process, including providing agendas, guidance, and recommendations on design review elements
e. Assist developer and others in coordinating site planning and architect's design review on Courier Block or other adjacent proposed development
f. Advise on potential renovation of EconoLodge project or other site uses
g. Advise on redevelopment opportunities for the Cedar River Plaza building, including appearance improvements, river access options, and suggestions for tenant mix

WORK ELEMENT FOUR: CENTRAL CITY LIVE LEARN INITIATIVE

a. Continue to work with Mayor and City Staff on "Central City Live Learn Neighborhood Initiative," including coordination between existing efforts and stakeholders and managing the implementation of the initiative
b. Assist with concept development through whitepapers and graphics/maps, and data collection/analysis as needed to support current efforts by City and public and non-profit partners
c. Continue to assist in launching new redevelopment sites and uses for the project "pipeline" on both the west and east sides, including the Walnut neighborhood, Church Row, Franklin Gateway, and Highway 63 corridor
d. Advance neighborhood analysis in the Franklin Gateway, Walnut, Church Row, and Rath neighborhoods to help outline existing conditions and opportunities for enhancements that tie into other City projects and redevelopment efforts

e. Develop an outline for architectural guidelines for key neighborhood corridors and areas where redevelopment/revitalization on a block-by-block basis is a priority
f. Work with City and neighborhood partners to advance a Franklin Gateway Master Planning effort that includes, land use and redevelopment planning, catalytic site identification, zoning review, public input, design and development guidelines, and public improvement recommendations
g. Advise on implementation of Walnut Street and Church Row Neighborhood planning efforts
h. Advise on Opportunity Zone projects, including packaging projects for investment, developer recruitment, design concept development
i. Coordinate with City on railyard redevelopment program as it advances
j. Advise on the development of workforce mobility opportunities and coordinate with transit and workforce stakeholders
k. Continue to advance and track metrics related to impact of the City Central Live Learn Initiative
l. Continue to advance workforce training initiatives, including building trades and advanced manufacturing, through support of partner initiatives

WORK ELEMENT FIVE: PARK TO PARK/VETERANS WAY DESTINATION DISTRICT ADVANCEMENT

a. Continue assisting the City with implementation of projects, including Veterans Way, Pocket Park, 218 Pedestrian Underpass, improved streetscape and the Sullivan Brothers Memorial Plaza
b. Assist City in advancement of Highway 218 linear park, including coordination of stakeholders, advancement of use concepts, and pursuit of funding
c. Support City staff in the advancement and marketing of Waterloo as WWII Heritage City
d. Develop enhanced connection strategy between the Museum District and Downtown Destinations, including the Waterloo Convention Center
e. Support Mayor and City staff in procuring additional public and private sources of funding for projects in the Park to Park/Veterans Way concept, including preparation of letters of intent or grant writing, in partnership with City Staff

f. Continue to develop design concepts, cost estimates, whitepapers, summary graphics, and partnership opportunities for projects within the overall Park to Park/Veterans Way Destination District concept

WORK ELEMENT SIX: MARINA SITE AND OTHER CEDAR RIVER PROJECTS

a. Assist City with positioning remaining project phases for federal and state funding in addition to identifying and tracking other funding opportunities applicable to the project
b. Work with the City and the Waterloo Development Corporation to identify an operator and operating plan for the Marina, including multi-family housing, paddlesports/recreation business, and other uses
c. Assist with converting River Road to a riverfront parkway with scenic improvements
d. Advance a San Souci master plan for recreational development opportunities and pedestrian bridge
e. Assist with concepts and positioning for future Cedar River projects
f. Help recruit and vet additional housing and retail/commercial prospects for the Marina site, including temporary uses like local food trucks to support seasonal activity on marina site
g. Coordinate with other City/INRCOG consultants on shoreline, river access, docking, and site design
h. Provide advice on kayak course, fishing derbies, flatwater paddling, and other recreational programming opportunities, including potential canoe/kayak livery site
i. Develop and maintain implementation strategy and operating plan, including project roles and responsibilities as the Cedar River Placemaking project is implemented

WORK ELEMENT SEVEN: DOWNTOWN LIGHTING AND IMPLEMENTATION

Continue to facilitate relationship with lighting design consultant and help manage their scope of work, deliverables, and cost estimates

a. Coordinate local/regional stakeholders on communication and/or input, planning, and strategy on implementation of downtown lighting projects and expansion of downtown lighting concepts
b. Provide additional project support, as directed by the City

WORK ELEMENT EIGHT: IOWA REINVESTMENT DISTRICT IMPLEMENTATION (NON- MARINA)

a. Assist the City in planning for redevelopment of the TechWorks outlots, such as retail sites, and sports-related uses, and including efforts to functionally integrate TechWorks into the downtown redevelopment Master Plan. These efforts will be conducted through regular calls, DBMT meetings, and review of materials
b. Work with Waterloo Development Corporation to advance construction of a regional hard court tournament center
c. Assist the City in implementing the projects in the Iowa Reinvestment District, including new opportunities in hotel, hospital, retail, and multi-family housing
d. Assist City Staff in activities to help support the hotel, museum, and TechWorks, including supporting recruitment of a new commercial tenants and aligning downtown redevelopment activities to increase room nights and associated tax revenues

WORK ELEMENT NINE: FUNDING PROCUREMENT AND TRACKING

At the direction of City Staff, provide assistance in developing a funding strategy to include the following:

a. Develop and track sources of and deadlines for federal, state, and local funding opportunities
b. Position projects by developing white papers and communication strategies to help recruit funding sources
c. Track federal infrastructure-based funding programs, such as DOT and FTA programs for road/transit projects
d. Add capacity to City Staff by providing grant writing services, as requested

WORK ELEMENT TEN: DEVELOPER RECRUITMENT ASSISTANCE

As additional priority projects are identified during the contract period, assist the City with developer recruitment activities, including:

a. Project concept design and refinement, including design services to review architecture and graphic services to advance specific projects, including infill or other projects on the east side
b. Participate in property owner negotiations and relocation strategies
c. Participate in developer recruitment and negotiations, such as RFP/RFPs development, evaluation of responses, and developer selection
d. Assist in financing strategy development
e. Assist in design and development review

WORK ELEMENT ELEVEN: COORDINATION FOR PMT/DBMT PROGRESS

With the assistance of City Staff, manage and coordinate the Project Management Team, to include the following:

a. Identify priority focus areas and set related meeting agendas
b. Facilitate Project Management Team and project-specific Design-Build Management Team meetings on a monthly basis or as needed
c. Facilitate the Design Build Management Team process, including providing agendas, guidance, and recommendations on design review elements
d. Continue to enhance public private partnership with Waterloo Development Corporation

B. Additional Services may be provided at the request of the client through a "Work Order". These services may include extra travel and meeting expenses or white papers.

C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

Article II Client's Responsibilities

A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.

B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Noel Anderson, Community Planning Director.

C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name	Title
Name	Title

D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.

E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

A. Services in this Agreement shall commence July 1, 2026 and be in effect a maximum of one year, unless the parties agree otherwise.

B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

A. All work will be completed on a time and materials basis with the budget for the Project set at $72,000 (billing at an average $6,000 monthly). Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).

B. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1.5% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.

C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article VII Intellectual Property; Confidentiality

A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.

B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

Article VIII Miscellaneous Provisions

A. Iowa law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).

B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.

C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.

D. The parties acknowledge that society has become more and more litigious over the years. Despite having done everything right and fulfilling its obligations under this Agreement, VANDEWALLE & ASSOCIATES may be brought into a lawsuit or other action regarding the Project or other activities of the Client. To avoid VANDEWALLE & ASSOCIATES from incurring significant financial obligations when it has properly performed under this Agreement, Client agrees to indemnify, defend and hold VANDEWALLE & ASSOCIATES, its agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees), arising out of the Project or the performance or non-performance of obligations under this Agreement, except to the extent the same are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.

E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.

G. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim. VANDEWALLE & ASSOCIATES' aggregate liability (including attorneys' fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

City of Waterloo

By:

Signature of Authorized Representative Date

Printed Name Title

VANDEWALLE & ASSOCIATES, INC.

By: Nonna Anderson 06/08/2026

Nonna Anderson, Business Manager Date

ATTACHMENT ONE
FEE SCHEDULE

	Hourly Rates
Company President	$250 *to* $350
Principal	$225 *to* $300
Associate	$150 *to* $180
Assistant	$110 *to* $135
GIS Analyst/Cartographer	$125 *to* $135
Communications Specialist	$75 *to* $150
Project Assistant	$45 *to* $85

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Resolution approving a Memorandum of Understanding with Black Hawk County to enter into a Development Agreement for the exchange of properties between the City of Waterloo and Black Hawk County for the Black Hawk County Road Department expansion, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Black Hawk County and the City of Waterloo Memorandum of Understanding is for the exchange of properties for the Black Hawk County Road Department expansion. Black Hawk County currently owns the property at 1329 Longfellow Avenue and is looking to consolidate the road department into one location. The MOU is allowing Black Hawk County to investigate and develop a Development Agreement with the City of Waterloo to exchange the property at 1329 Longfellow Avenue with land south of 3900 Leversee Road. The City would also receive the parcel to the north-east of 723 Franklin Street (parcel 8913-24-380-003) for future development in exchange for the City owned parking lot at the intersection of E 6th Street and Sycamore Street (parcel 8913-25-131-010).

NEIGHBORHOOD IMPACT

The request would appear to have a positive impact on the neighborhood, because the exchange will allow an industrial use to be moved out of a residential neighborhood and the land can be developed for more residential.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Memoradum of Understanding - City County Swap (2 - MOT edit 7152026) AJM
2. Exhibit A - County Garage WARP
3. Exhibit D - 1329 Longfellow (green line)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of _____, 2026, by and between the City of Waterloo, Iowa ("City") and Black Hawk County, Iowa ("County").

WHEREAS, the City and the County desire and intend to exchange certain real property in order to facilitate economic development, promote orderly growth, enhance public infrastructure and governmental operations, and advance the general welfare of the City and County;

WHEREAS, the parties acknowledge and agree that each party is expected to undertake material actions and incur administrative, planning, legal, engineering, financial, and other costs in reliance upon the understandings and commitments set forth in this MOU.

WHEREAS, the parties intend for this MOU to constitute a binding and enforceable agreement with respect to those matters set forth herein, notwithstanding the intent of the parties to prepare and execute one or more subsequent definitive agreements, and the parties agree to cooperate and negotiate said subsequent agreements in good faith and consistent with the material terms of this MOU.

WHEREAS, notwithstanding the foregoing, the parties shall remain subject to those approvals, procedures, hearings, and actions required by applicable law.

WHEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties acknowledge and agree to the following terms.

1. City Conveyances to County.

A. The City is the owner of certain real estate which is located immediately to the south of 3900 Leversee Road, Waterloo, Iowa, and which is labeled and depicted in the attached Exhibit A as Parcel 1 (9.20 acres) and Parcel 2 (4.12 acres). The City shall convey to the County for the purchase price of $1.00 the real estate labeled Parcel 1 (9.20 acres) by special warranty deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements; and (c) restrictions imposed by the City zoning ordinances and other applicable law. The City shall initially retain ownership of the real estate labeled as Parcel 2 (4.12 acres) and grants to the County a right of first refusal to purchase the same Parcel 2 according to the following terms: upon the County vacating the buildings and structures situated on the remaining portion of the real estate identified as Tax Parcel ID No. 8913-10-452-002, as described in Section 2(B) of this MOU, the City shall convey to the County by special warranty deed, for the purchase price of $1.00, the real estate labeled as Parcel 2 (4.12 acres). The City shall be responsible for surveying and platting, and full legal descriptions with respect to the relevant real estate will be included in a final agreement. Such surveys shall depict all easements including, but not limited to, utility, drainage, and other easements across the real estate labeled as Parcel 1 (9.20 acres) and Parcel 2 (4.12 acres). To the extent necessary for drainage or utilities, the City will grant to the County, at the time of

transfer to the County of the real estate labeled as Parcel 1, any easement necessary or reasonable for utility or drainage purposes, across the real estate labeled as Parcel 2.

B. The City is the owner of certain real estate, utilized as a parking lot at or around the intersection of East 6th Street and Sycamore Street in Waterloo, identified as Tax Parcel ID No. 8913-25-131-010 and legally described in Exhibit B (the "East 6th Street Property"). The City shall convey the East 6th Street Property to the County for the purchase price of $1.00 by special warranty deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements; and (c) restrictions imposed by the City zoning ordinances and other applicable law. The City shall provide to the County, upon conveyance, a completed Groundwater Hazard Statement for the East 6th Street Property, even if this property is exempt from the Groundwater Hazard Statement requirement.

2. County Conveyances.

A. The County is the owner of certain real estate identified as Tax Parcel ID No. 8913-24-380-003, legally described in Exhibit C. The County shall convey said real estate by special warranty deed to County for the purchase price of $1.00, free and clear of all encumbrances arising by or through County except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements; and (c) restrictions imposed by the City zoning ordinances and other applicable law. The County shall provide to the City, upon conveyance, a completed Groundwater Hazard Statement for this property identified as Tax Parcel ID No. 8913-24-380-003, even if this property is exempt from the Groundwater Hazard Statement requirement.

B. The County is the owner of the real estate identified as Tax Parcel ID No. 8913-10-452-002, as depicted in Exhibit D. The County shall convey to the City that undeveloped portion of said real estate situated to the north of a fenceline on the real estate, as demarcated by a green line in Exhibit D, and consisting of about 7.4 to 7.6 acres, more or less. The conveyance shall be by special warranty deed to City for the purchase price of $1.00, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements; and (c) restrictions imposed by the City zoning ordinances and other applicable law. The County shall convey the remaining portion of Tax Parcel ID No. 8913-10-452-002 to the City upon County vacating the buildings and structures situated on said real estate. The County shall vacate not less than 10 years from the date of this MOU. The conveyance shall be by special warranty deed to City for the purchase price of $1.00, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements; and (c) restrictions imposed by the City zoning ordinances and other applicable law. The County shall have the right to remove any and all fixtures, including solar panels, equipment, and other items or property from the real estate, and the County shall further have the right to remove the hoop building from the real estate. Any fixtures, equipment and other items of property not removed as of the date of County's conveyance of the real estate to City shall become the property of the City. The City shall be responsible for surveying and platting and full legal descriptions with respect to the relevant real estate will be included in a final agreement.

3. **Condition of Real Estate.** Each party shall convey its real estate to the other in "AS-IS" condition.

4. **Subsequent Agreements; Additional Terms.** The parties acknowledge and agree that additional terms, conditions, covenants, representations, warranties, easements, restrictions, access rights, development obligations, closing requirements, and other provisions may be necessary or desirable to fully implement the intent of the parties. Accordingly, the parties shall cooperate in good faith to negotiate, prepare, consider, approve, and execute such further agreements, instruments, resolutions, conveyance documents, plats, surveys, easements, and related documents as may be reasonably necessary or appropriate to effectuate the performances and transactions contemplated herein and to carry out the purposes and intent of this MOU.

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

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

BLACK HAWK COUNTY, IOWA

By: _____

_____
Name

_____
Title

EXHIBIT A

[see attached or appended Exhibit A]

EXHIBIT B

Parcel “L” of Plat of Survey recorded in Fee Book # 2006-14794 consisting of part of Lot Nos. 6, 7, and 10 in Block No. 16, Original Plat of Waterloo (East Side), in the City of Waterloo, Black Hawk County, Iowa.

Tax Parcel ID No. 8913-25-131-010

EXHIBIT C

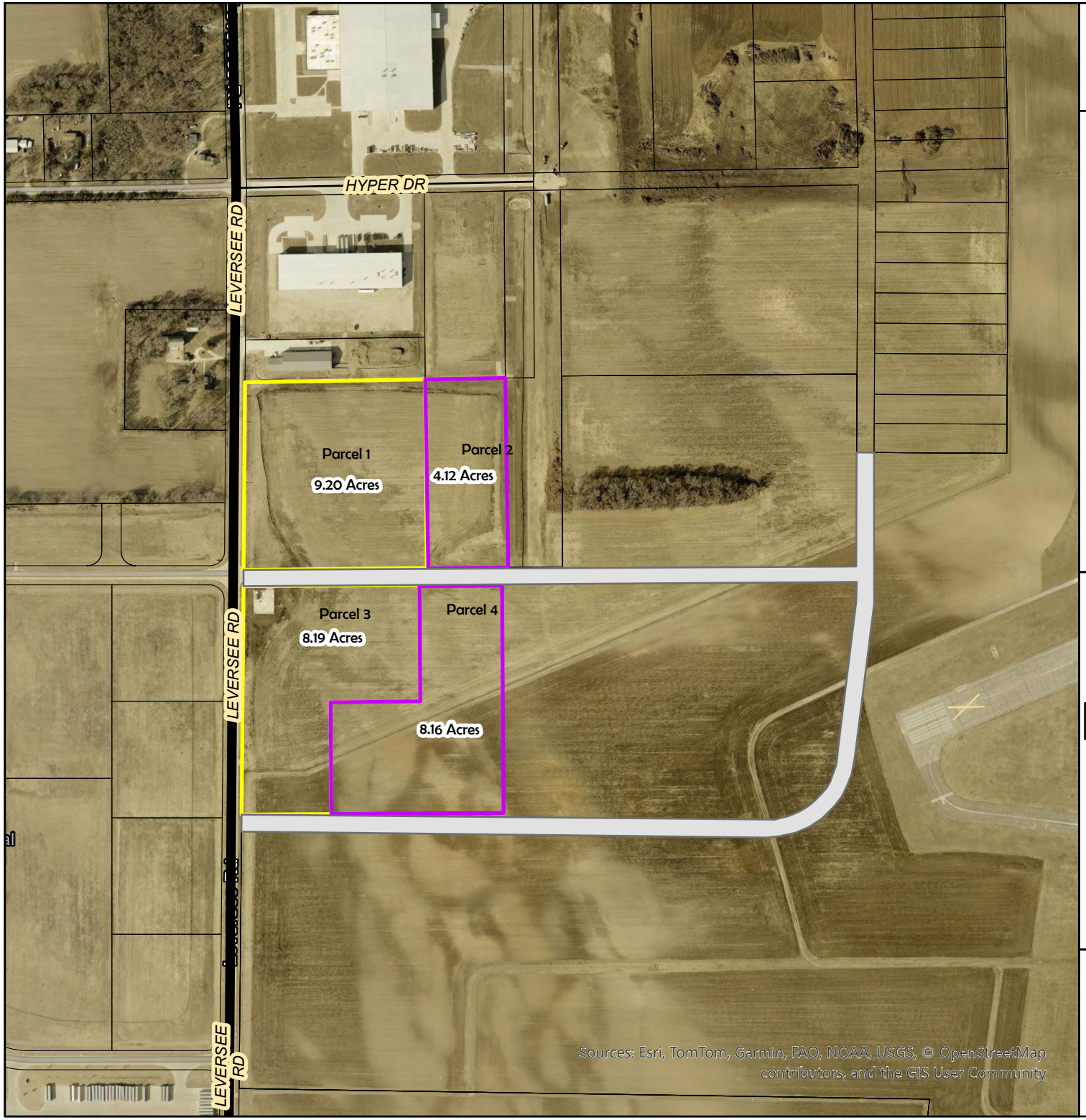
Cooley Addition Waterloo, the Southeast eighty-eight (88) feet of Lot One (I) in Block Fifty-nine (59), the Southeast eighty-eight (88) feet of Lot Four (4) in Block fifty-nine (59).

Tax Parcel ID No. 8913-24-380-003

EXHIBIT D

[see attached or appended Exhibit D]

Waterloo Air and Rail Park



Proposed Road Extension

Site Expansion

Site

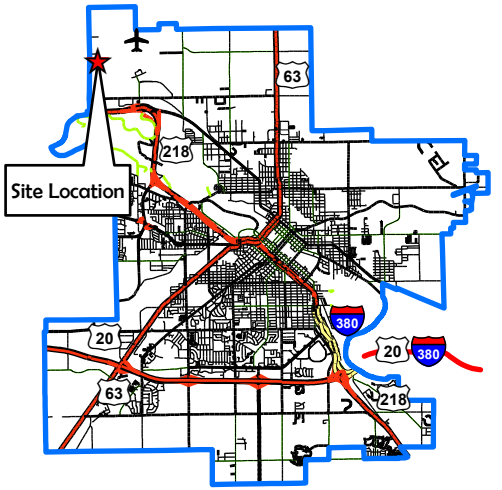
N

W E

S

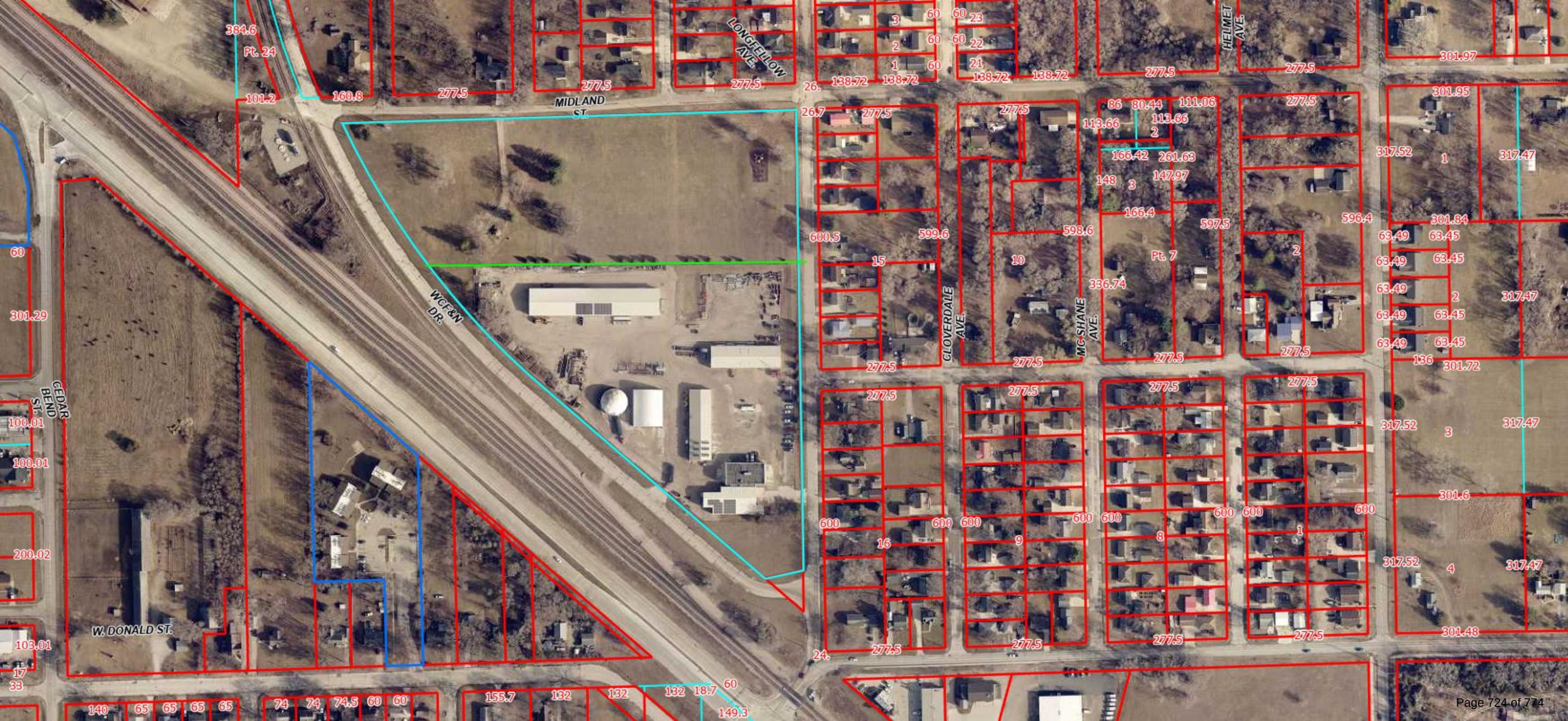
0 235 470 940

Feet



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.

CITY OF WATERLOO OFFICIAL SEAL


MIDLAND ST.
LONGFELLOW AVE.
HELMET AVE.
WGF&N DR.
CLOVERDALE AVE.
MC SHANE AVE.
CEDAR BEND St.
W. DONALD ST.
384.6
Pt. 24
101.2
160.8
277.5
138.72
301.97
301.95
317.52
317.47
301.84
63.49
63.45
301.72
301.6
301.48
596.4
597.5
598.6
599.6
600.5
336.74
166.4
166.42
261.63
147.97
113.66
80.44
111.06
301.29
100.01
200.02
103.01
140
65
74
74.5
155.7
132
18.7
149.3

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Resolution approving a Development Agreement with Dhani RE Investments, LLC for the construction of a new single family home at 136 Janney Avenue, including a $5,000 infill grant, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Dhani RE Investments has completed construction on a new single family home at 136 Janney Avenue in Waterloo and is requesting the infill housing grant incentive. This property is eligible for the $5,000 grant. The request is in conformance with the Elevate Housing Policies.

NEIGHBORHOOD IMPACT

The construction of a new single family home on a vacant lot in an established neighborhood will have a positive impact on the neighborhood.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

nuisance abatement/housing incentive funds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lot 21 in Block 1 in “Hagerman Place” in the City of Waterloo, Iowa.

ATTACHMENTS

1. DA - Infill - 136 Janney - Dhani RE Investments
2. 136 Janney Ave Aerial

Prepared By: Austin J. McMahon, Lange & McMahon, PLC, 222 1st St. E., Independence, IA (319) 334-4488

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of this _____ day of _____ 202__, by and between Dhani RE Investments LLC (the “Company”) and the City of Waterloo, Iowa (the “City”).

RECITALS

A. Company has completed construction of a single-family residence and related improvements on property located in the City of Waterloo as an infill lot in an established residential neighborhood, legally described as set forth in Exhibit A.

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

AGREEMENT

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

1. **Improvements by Company.** Company has constructed a single-family residence and incidental infrastructure or features, such as landscaping, water detention, paving, signage, and parking, on the Property in accordance with this Agreement, including but not limited to, the plans or drawings attached to this Agreement as Exhibit B.

Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban renewal plan applicable to the Property, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City's review and reasonable approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed, including but not limited to final permit inspections. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project."

2. **City Incentives.**

A. Infill Grant. The City shall pay an Infill Grant to Company in the amount of $5,000.00 within sixty (60) days of issuance of a certificate of occupancy or within sixty (60) days of the date of this Agreement, whichever is later.

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

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

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

4. **Indemnification and Releases.**

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

B. Except for any Willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties

harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and conditions of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property.

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

5. **Non-Appropriation**. Any incentives or payments owed by City to Company under the terms of this Agreement are subject to appropriation by City Council. The right of non-appropriation reserved to City herein is intended by the parties, and shall be construed at all times, to ensure that City's obligation to make any future payments to Company shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount.

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

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

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

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

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

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

Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to any of Property.

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

7. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement upon a 30-day written notice. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for specific performance and/or recovery of any sums paid by City to Company.

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

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

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

9. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City In accordance with, all applicable statutory, common law, or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises,

agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

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

11. **Notices.** Notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, and addressed:

(a) If to City, 715 Mulberry Street, Waterloo, Iowa 50703, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) If to Company, 4719 Luxley Drive, Waterloo, Iowa 50701.

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

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

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

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

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

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

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

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

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

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

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

DHANI RE INVESTMENTS LLC

By: _____

Name: _____

Title: _____

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

On this _____ day of _____, 202__, before me, a notary public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, who being duly sworn ho being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

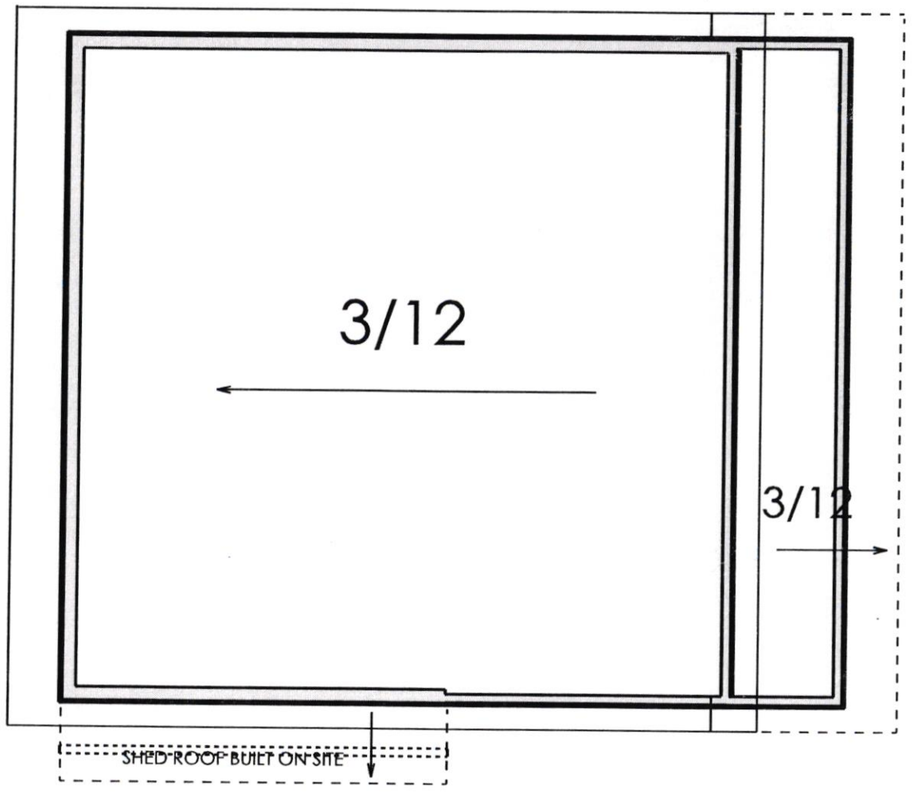
_____
Notary Public

EXHIBIT A

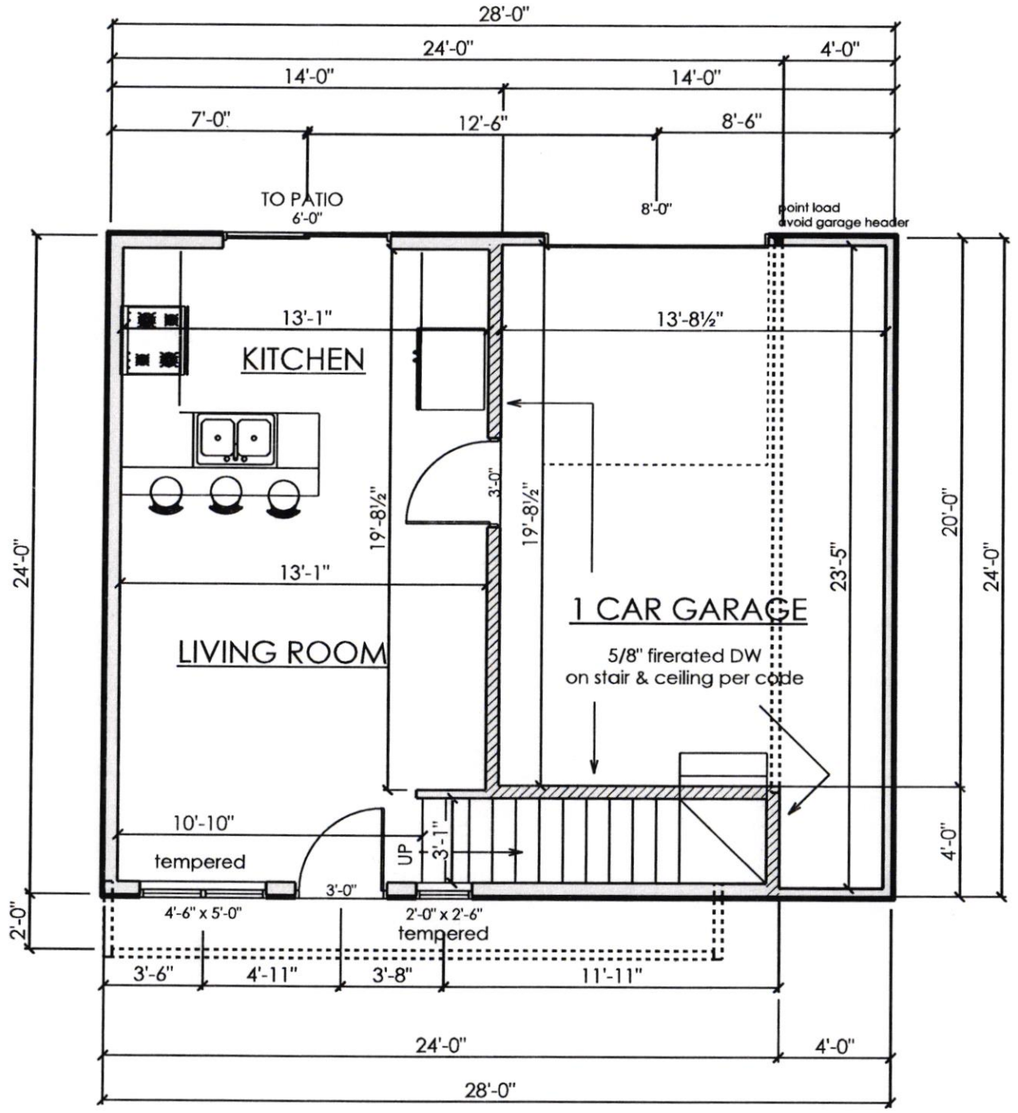
Description

Lot 21 in Block 1 in “Hagerman Place” in the City of Waterloo, Iowa.

EXHIBIT B



ROOF OVERVIEW
3/12 PITCH
2' EAVES
1' RAKES



MAIN FLOOR
376 SQ. FT.

BUILDERS SELECT
"Serving the Cedar Valley with Quality Building Materials"
2120 Main Street
Cedar Falls, IA
319-266-2668

CUSTOMER:

PATEL TINY HOME

START DATE:
03-12-2025

LAST UPDATED:
03-26-2025
04-16-2025
04-22-2025
05-01-2025
05-09-2025
06-10-2025

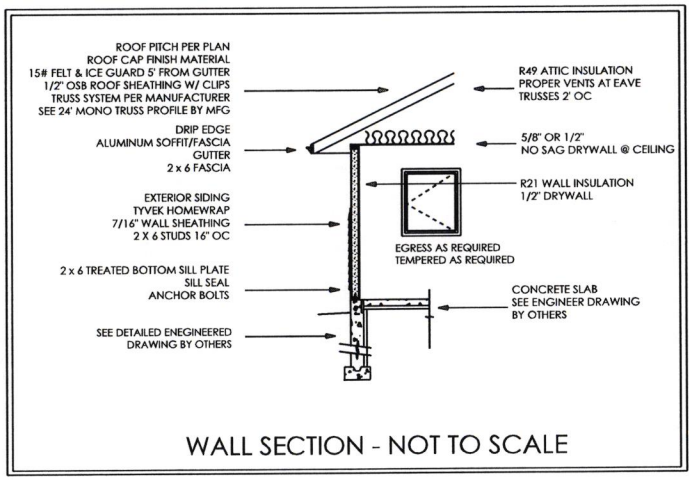
06-19-2025
added note

DRAWING TYPE
MAIN FLOOR

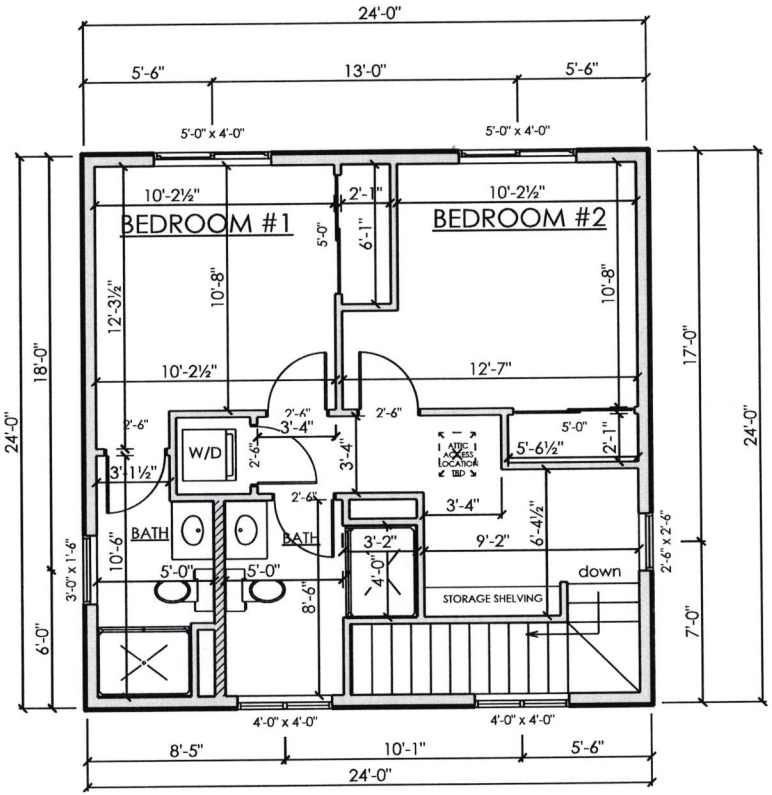
THESE PLANS ARE INTENDED BY BUILDERS SELECT FOR USE BY BUILDERS WHO ARE ACKNOWLEDGEABLE AND EXPERIENCED IN NORMAL CONSTRUCTION STANDARDS, STATE AND LOCAL CODES AND PRACTICES. BUILDERS SELECT IS NOT A LICENSED ARCHITECT. BUILDERS SELECT SPECIFICALLY DISCLAIMS ANY WARRANTIES HEREIN AND ASSUMES NO RESPONSIBILITY FOR ANY ERRORS HEREIN OR FOR IMPROPER CONSTRUCTION BY THE USER OF THESE PLANS.

DRAWN BY:
Janean

EXHIBIT B



WALL SECTION - NOT TO SCALE



528 SQ. FT.

BUILDERS SELECT

"Serving the Cedar Valley with Quality Building Materials"

2120 Main Street
Cedar Falls, IA
319-266-2668

CUSTOMER:

PATEL TINY HOME

START DATE:
03-12-2025

LAST UPDATED:
04-16-2025
04-22-2025
05-01-2025
05-09-2025
06-10-2025
update section view

06-19-2025
added attic access

DRAWING TYPE

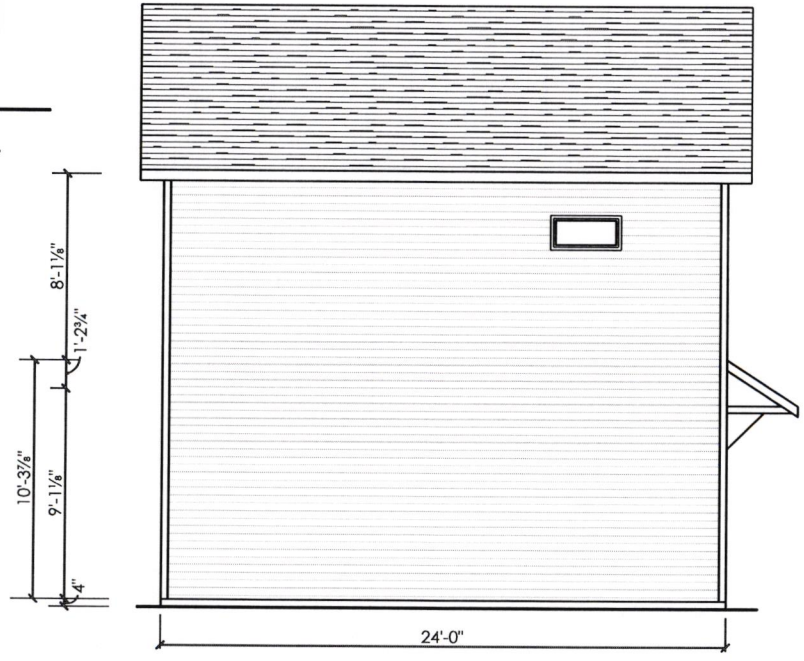
2ND FLOOR

THESE PLANS ARE INTENDED BY BUILDERS SELECT FOR USE BY BUILDERS WHO ARE ACKNOWLEDGEABLE AND EXPERIENCED IN NORMAL CONSTRUCTION STANDARDS, STATE AND LOCAL CODES AND PRACTICES. BUILDERS SELECT IS NOT A LICENSED ARCHITECT. BUILDERS SELECT SPECIFICALLY DISCLAIMES ANY WARRANTIES HEREIN AND ASSUMES NO RESPONSIBILITY FOR ANY ERRORS HEREIN OR FOR IMPROPER CONSTRUCTION BY THE USER OF THESE PLANS.

DRAWN BY:
Janean

EXHIBIT B

FRONT ELEVATION



LEFT ELEVATION

BUILDERS SELECT

"Serving the Cedar Valley with Quality Building Materials"

2120 Main Street
Cedar Falls, IA
319-266-2668

CUSTOMER:

PATEL TINY HOME

START DATE:
03-12-2025

LAST UPDATED:
03-26-2025
04-16-2025
04-22-2025
05-01-2025
05-09-2025
05-20-2025
06-10-2025

DRAWING TYPE
FRONT & LEFT ELEVATION

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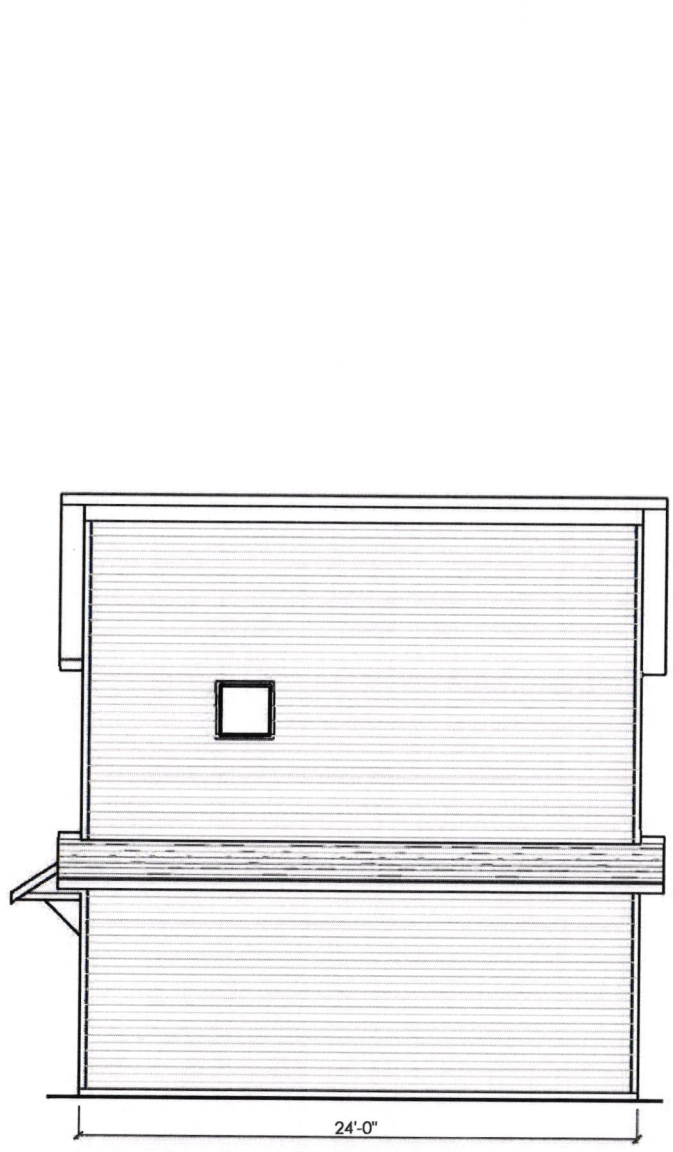
DRAWN BY:
Janean

EXHIBIT B



RIGHT ELEVATION

REAR ELEVATION

BUILDERS SELECT

"Serving the Cedar Valley with Quality Building Materials"

2120 Main Street
Cedar Falls, IA
319-266-2668

CUSTOMER:

PATEL TINY HOME

START DATE:
03-12-2025

LAST UPDATED:
03-26-2025
04-16-2025
04-22-2025
05-01-2025
05-09-2025
06-10-2025

DRAWING TYPE
REAR & LEFT ELEVATION

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DRAWN BY:
Janean

Note:
Base map data source is Black Hawk County.
This map does not represent a survey, no liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor, or their employees.
The City of Waterloo makes no warranty, express or implied, as to the accuracy of the information shown on this map, and expressly disclaims liability for the accuracy thereof. Users should refer to official plats, surveys, recorded deeds, etc, located at the Black Hawk County Assessor's Office for complete and accurate information.

0 30 60 90 Feet

136 Janney Avenue
Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Resolution approving the Audit Engagement Letter with BerganKDV for the fiscal year ending June 30, 2026, 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. 1006760.800 City Waterloo _ATTEST_ ELGSA _ BKDV A_A Engagement Letter_Governmental Single Audit Out For Signature

Engagement Agreement

GOVERNMENTAL AUDIT WITH FEDERAL SINGLE AUDIT

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Name	Agreement Date
City Waterloo	July 7, 2026
Contact Name	
City of Waterloo City Council	

SUMMARY OF ENGAGEMENT TERMS

Level of Service	
Audit in accordance with Governmental Auditing Standards (Governmental Yellow Book) and Federal Single Audit	
Financial Statements	
Governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information	
Financial Reporting Framework	
Accounting principles generally accepted in the United States of America	
Reporting Period	
As of and for the year ended June 30, 2026	
Required Supplementary Information	
Management's Discussion and Analysis (MD&A), Budgetary Comparison schedule, and Schedules related to the City's OPEB plan and Pension Plans, as applicable.	
Supplementary Information	
Combining and Individual Fund Financial Statements, Supplemental Schedules and Other Schedules	Opinion in relation to the financial statements as a whole
Introductory Section and Statistical Section of the Annual Comprehensive Financial Report	Introductory Section and Statistical Section of the Annual Comprehensive Financial Report - No opinion or assurance
Engagement Partner	

Nancy M. Schulzetenberg
Fees
Our fees for services will be $ 86,675 for the audit of the City and related expenses, including the ACFR preparation fee, and $ 3,000 to $ 5,000 per program for the single audit, as applicable.
Nonattest Services Performed by BerganKDV
Preparation of the financial statements and Data Collection Form, as applciable
Nonattest Services Performed by Creative Planning*
None

* Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV practice under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV is an independent, separately governed and licensed CPA firm that provides audit and attest services to its clients. Creative Planning provides wealth management, tax, business consulting, financial, and other professional services to its clients. Creative Planning is not a licensed CPA firm. See alternative practice structure below for additional details.

AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the governmental entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The RSI as identified in the summary of engagement terms is required by GAAP and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI, including the schedule of expenditures of federal awards, that accompanies the governmental entity's financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the

financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information. We will read the other supplementary information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other supplementary information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor’s report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AND SINGLE AUDIT

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material

misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We will identify significant risks of material misstatement as part of our audit planning. Audit planning and plan modifications continue throughout the course of the audit, as such, identified risks will include those identified and communicated to you previously, including during the prior year, modified for additional significant risks identified and prior risks no longer considered significant. These significant risks and modifications will be communicated to you throughout the audit process. A complete summary of significant risks identified will be included in our communications letter, required communications to those charged with governance.

Our audit of the financial statements does not relieve you of your responsibilities.

AUDIT PROCEDURES - INTERNAL CONTROL

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the governmental entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the governmental entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS AND SINGLE AUDIT

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the financial reporting framework identified in the summary of engagement terms and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of

measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

OTHER MANAGEMENT RESPONSIBILITIES

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you understand that our firm does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

ALTERNATIVE PRACTICE STRUCTURE

Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV operate under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV provides audit and attest services and is closely aligned

with Creative Planning that provides other professional (nonattest) services. Pursuant to a services agreement with Creative Planning, BerganKDV leases professional and administrative staff, both of which are employed by Creative Planning, to support BerganKDV's performance of audit and attest engagements. The professional and administrative staff leased under the services agreement will be under the direct control and supervision of BerganKDV, which is solely responsible for the professional performance of audit and attest engagements.

As identified in the summary of engagement terms, Creative Planning, which is not a licensed CPA firm, may provide permitted nonattest services, which are not covered under this agreement. BerganKDV, Creative Planning, and its affiliates will share confidential client information with each other to assist in the performance of those services. Your acceptance and signing of this agreement are also your consent for BerganKDV, Creative Planning, and its affiliates to share your information to provide you those services.

OTHER SERVICES

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms and the Uniform Guidance based on information provided by you. These nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

BerganKDV and/or Creative Planning may provide other nonattest services, as identified in the summary of engagement terms. These services may not be fully covered under this agreement and may be billed separately under other agreements with you.

You may request that BerganKDV and Creative Planning perform additional services not contemplated by this agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. BerganKDV or Creative Planning also may issue a separate agreement covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this agreement.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could potentially impair our independence.

INDEPENDENCE

Professional and certain regulatory standards require us to be independent in the performance of our services in both fact and appearance. As such, BerganKDV and Creative Planning will not perform any management functions, make any management decisions, or perform any services or activities, without the appropriate safeguards, that would impair our independence.

You agree to assume all management responsibilities for the nonattest services, as identified in the summary of engagement terms, financial statements, schedule of expenditures of federal awards, and related notes, and any other nonattest services provided by BerganKDV and Creative Planning. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

To ensure our independence is not impaired under professional and regulatory standards, you agree to inform the engagement partner before entering into any substantive employment discussions with any BerganKDV and Creative Planning personnel.

REPORTING

We will issue written reports upon completion of our Single Audit. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the governmental entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

FEES

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen changes in operations or disruptions in providing our services. If significant additional time is necessary, our fees will be adjusted accordingly. Additional time incurred for assistance with implementation of new accounting or other regulatory standards, significant audit adjustments, internal control deficiencies or compliance findings, inaccurate accounting records, significant events or transactions resulting in expanded scope of work, unanticipated significant audit risks, staff turnover, or instances of fraud will be billed separately and will be based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses.

We commit staff and resources to your engagement at the time scheduled with you and your team. Failure to provide the required documentation and engagement support by the agreed upon due dates may result in an inconvenience fee of 25% of the base fee noted in the summary of engagement terms.

AUDIT DOCUMENTATION

The audit documentation for this engagement is the property of BerganKDV and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BerganKDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

MANAGEMENT WRITTEN REPRESENTATIONS

During the course of our engagement, we will request information and explanations from management regarding the entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

USE OF ARTIFICIAL INTELLIGENCE (AI) TOOLS

We may use our firm approved AI tools, to assist with research, drafting, summarization, and administrative tasks. These tools are used under professional supervision and do not replace our judgment or responsibility. We only use firm-approved AI systems that are private and secure. We do not input personally identifiable information into any AI system that is publicly available or that uses data for model development or improvement.

Our firm maintains internal AI usage guidelines that govern how AI technologies are selected, deployed, and monitored to ensure compliance with applicable ethical standards, confidentiality obligations, and data protection laws.

PEER REVIEW REPORT

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. Our peer review report can be downloaded from our website at www.creativeplanning.com/client-login/ or will be provided in alternate formats upon request.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The parties agree that this Engagement Letter/Agreement incorporates the **Professional Services Terms and Conditions** (the "Terms") (collectively, the "Agreement"), all of which shall remain confidential between Client and BerganKDV. By signing this Engagement Letter/Agreement, Client acknowledges and agrees that Client has had an ample opportunity to review the terms contained in the Agreement. Client further agrees that Client has had the opportunity to obtain legal counsel and through Client's own determination, with or without counsel, accepts this Agreement.

ACKNOWLEDGEMENT AND ACCEPTANCE OF ENGAGEMENT TERMS

If the foregoing correctly sets forth your understanding of our engagement, please sign this letter in the space indicated and return it to our office. Electronic signatures shall be deemed valid and binding for purposes of this agreement.

If we do not receive this engagement letter in fully executed form, but you have provided documentation, information, or other materials related to these services, you agree that the terms and conditions of this engagement letter shall govern our services until this fully executed engagement letter is received. Be advised that final deliverables will not be completed or issued until this fully executed engagement letter is received.

The undersigned represent and warrant they are authorized signers for their respective organizations.

Executed by BerganKDV:	Acknowledged and Accepted by:
Nancy M. Schulzetenberg	
Title:	**Title:**
Shareholder	

PROFESSIONAL SERVICES TERMS AND CONDITIONS

These Professional Services Terms and Conditions (the "**Professional Services Terms and Conditions**" or "**T&C**") are made part of the Engagement Letter (the "**Engagement Letter**") entered into by the individual or entity client identified therein (hereinafter "**Client**") and the BerganKDV identified therein (hereinafter "**Service Provider**") (collectively, the Professional Services Terms and Conditions and the Engagement Letter, the "**Agreement**"). In the event of a conflict between these Terms and Conditions and the Engagement Letter, these Terms and Conditions shall control, unless the Engagement Letter makes specific reference to the section of this Professional Services Agreement that it intends to supersede. All capitalized terms not defined herein shall have the meaning as defined in the Engagement Letter.

1. Definitions.

In addition to the terms defined elsewhere in this Professional Services Agreement, the following terms shall have the meanings set forth below when used in the Agreement:

"**Affiliate**" or "**Affiliates**" means any company, corporation, or limited liability company that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.

"**Client Materials**" means any and all physical or electronic materials, information, data, dates, formulas, financial statements, records, Client's Confidential Information, and any other information related to Client that Client provides to, or otherwise makes available to, Service Provider in the course of providing the Services to Client hereunder this Agreement.

"**Confidential Information**" shall collectively refer to: (1) all information or materials concerning any aspect of the business or affairs of the disclosing party that in any form, which is confidential, proprietary, or otherwise not generally available to the public, including without limitation the disclosing Party's business or financial information and plans, documents, works in progress, work processes, trade secrets, customer information, and all other secret or confidential matter related to the disclosing Party's business or projects and/or their Affiliates; and (2) any other information that disclosing Party designates as confidential, or which, under the circumstances of disclosure, the receiving Party reasonably knows should be treated as confidential.

"**Force Majeure Event**" means any event or circumstance beyond the control of a Party, including: (1) acts of God; (2) fire, flood, or explosion; (3) war, invasion, acts of terrorism, or other civil disorder; (4) national or regional emergency; (5) epidemics, outbreaks, pandemics (including, without limitation COVID-19); or (6) the operation of the Internet, interruption or failure of telecommunication or digital transmission links, and Internet slow-downs or failures.

"**Intellectual Property Rights**" means copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets, registered designs, design rights, patents, all rights of whatsoever nature in computer software and data, database rights, all rights of privacy and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration in respect of any of the same.

"**Party**" and "**Parties**" means either or both of the Service Provider and the Client.

"**Report**" means any physical or electronic document or output that Service Provider creates in providing the Services to Client, including but not limited to, reports, related work product, materials, presentations, and related communications (written or otherwise).

"**Representatives**" means a Party's officers, directors, agents, advisors, employees and contractors.

"**Services**" means the work product and services to be provided by Service Provider pursuant to this Agreement and the Engagement Letter.

"**Service Provider Materials**" means: (1) any of Service Provider including, without limitation, computer hardware or software programs, products, materials or methodologies and reports, studies, data, diagrams, charts, specifications, gateways, bridges and integrations with third-party code; (2) any modifications to Service Provider's pre-existing software produced on behalf of Client; (3) works or materials created and developed by Service Provider prior to or independently of the Services; and (4) residual knowledge and know-how of general applicability resulting from performance of the Services.

"**Third-Party Software Provider**" means any third party that provides software, software as a service, or other platform or software related products and services that Service Provider engages to assist with the performance of the Services.

2. Services.

2.1. Services and Additional Services. The Services to be performed by Service Provider for Client are set forth in the Engagement Letter. If any time Client requests that Service Provider perform additional services outside the scope of the Services ("**Additional Services**") and Service Provider agrees to perform the work but Service Provider and Client do not enter into a separate Engagement Letter setting forth the Additional Services, then Client agrees to pay Service Provider additional fees based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses, the Additional

Services will be subject to the terms and conditions of this Professional Services Agreement, and all references to the term "Services" in this Professional Services Agreement shall be construed to mean the Services and the Additional Services. Service Provider, in its sole professional judgment, reserves the right to refuse to perform any Services or take any action that could be construed as assuming Client's responsibilities as set forth herein.

2.2. **Third-Party Software Providers.** Client acknowledges and agrees that such Services may be performed by Service Provider, or any of its Affiliates, or Third-Party Software Providers. Client acknowledges and agrees that Service Provider may enter into contracts or licenses with such Third-Party Software Provider and Service Provider shall have the right to enter into, amend, terminate, or modify any such contract or license with any Third-Party Software Provider at any time in its sole discretion and without the consent of or notification to Client. If applicable to Client's Services, Client may need to agree to Third-Party Software Providers' terms and conditions or other contractual agreements in order to use Third-Party Software Providers' services.

2.3. **Quality Inputs.** Notwithstanding anything herein to the contrary, Client agrees and acknowledges that the quality of the Services and any Reports is reliant on the accuracy, reliability, availability, and validity of the Client Materials provided by Client to Service Provider and Service Provider makes no representation or warranty with respect to issues with the Services that result from or are based on issues with accuracy, reliability, availability or validity of the Client Materials. Client hereby agrees that it will immediately notify Service Provider when it becomes aware of issues with the accuracy, reliability, availability, and validity of the Client Materials provided to Service Provider and Client assumes all risk, loss, and damages that arise therefrom, including, but not limited to any costs associated with redoing the Services and any Reports.

3. **Payment for Services.**

3.1. **Service Fees and Payment Terms.** Client agrees to pay the fees for the Services as set forth in the Engagement Letter and in these Professional Services Terms & Conditions. Any amounts owed by Client hereunder will be invoiced monthly and all payments shall be due upon Client's receipt of the applicable invoice, unless stated to the contrary in the Engagement Letter. Client may not offset, defer or deduct any invoiced amounts. If Client objects to any invoiced amount, Client must promptly notify Service Provider in writing (but in no event more than thirty (30) days of the invoice date) and provide a detailed summary of all objections. Client hereby waives any objections to any invoice if timely objections are not made. If Client objects to any invoice, Client shall promptly pay all undisputed amounts and work with Service Provider in good faith to attempt to resolve any disputes.

3.2. **Prepayments.** Service Provider shall have the right to require Client to prepay up to fifty percent (50%) of the anticipated fees for the Services prior to any Services being provided to Client. If Service Provider determines in its sole discretion that the total cost for providing the Services cannot be reasonably determined at the outset, then Service Provider shall have the right to require Client pay a prepayment to Service Provider in an amount reasonably determined by Service Provider prior to Service Provider providing the Services.

3.3. **Interest on Past Due Amounts.** If any invoice is not paid by its due date, Service Provider will charge Client and Client will pay an interest charge of one percent (1%) per month on the unpaid balance of such invoice. For any amounts that are disputed in good faith, Client may still be liable for the interest if such amounts are later found to be rightfully due and owing. Alternatively, for any disputed amounts that are made in good faith, Client can pay such amounts into a mutually agreeable interest-bearing escrow account, in which case Client will not be obligated to pay such interest provided it cooperates in good faith with Service Provider to promptly resolve the dispute.

3.4. **Certain Remedies for Nonpayment.** If an undisputed invoice is not paid when due, Client shall pay Service Provider a service charge accruing from the due date in the amount of one and half percent (1.5%) per month or the highest lawful rate, whichever is less, on the unpaid balance of such invoice. If Client fails to pay to Service Provider, within ten (10) days after Service Provider makes written demand for any past-due amount payable under the Agreement (including interest thereon), then, in addition to all other rights and remedies which Service Provider may have at law or in equity, Service Provider may seek collection from Client of unpaid amounts due and shall be entitled to all of its attorneys' fees, costs of court and other costs of collection regardless if formal litigation is commenced. A 25% collection fee will be imposed on any invoice sent to collections. Service Provider is also entitled to accelerate and demand full payment of any future amounts due under the Engagement Letter. Service Provider may, in its sole discretion, decide to suspend Client's access to the Services, including any Services provided by a Third-Party Software Provider, until all past due amounts are paid in full. Any withholding of Services or support due to a failure by Client to pay amounts due does not relieve Client from its contractual obligation to pay for the Services during the time the Services and/or support are withheld. If Client makes full payment and restores its account to good standing and the Agreement has not otherwise been terminated, then Service Provider may resume Services. Notwithstanding any term to the contrary herein, Client acknowledges and agrees that Services Provider shall not be liable for any damages that Client incurs resulting from Service Provider's suspension of Services until all amounts due are paid in full to Service Provider.

3.5. Taxes. All of Service Provider's invoiced amounts are exclusive of any taxes. Client is responsible for and shall pay all sales, use, excise, personal property or other taxes, whether federal, state or local, however designated, levied or imposed on any Services or invoiced amounts. Income, franchise or similar taxes related to Service Provider's earnings or business entity are Service Provider's responsibility.

4. Term of Agreement.

4.1. Term and Termination. The term of this Agreement shall commence on the Effective Date of the Engagement Letter and shall continue until terminated as provided herein. This Agreement may be terminated pursuant to the following: (1) either Party may terminate the Agreement for convenience by giving the other Party ninety (90) days' prior written notice; or (2) either party may terminate this Agreement "for cause" if the other party is in breach of any material term of this Agreement and does not cure the breach within thirty (30) days after receipt of the written notice of the alleged breach. Should such termination occur while Client still has Services remaining on any applicable agreement, except in situations where Client has terminated this Agreement for cause, then all of those amounts due presently and during the remainder of the Services term shall be immediately due and payable upon the effective termination of this Agreement.

4.2. Enforceability Post-Termination; Survival. Upon the termination of this Agreement, Service Provider has no further responsibility to provide Services. Client's obligation to pay Service Provider shall survive termination until all amounts due and owing to Service Provider are fully paid and Client shall be obligated to pay Service Provider for any fees or expense on a proportional basis for Services performed up to and including the Effective Date. Any provisions of this Agreement that by their terms require performance or have application to events following termination shall survive and remain in full force and effect.

4.3. Procedures Upon Termination. Upon the end of the Term, Service Provider shall prepare final invoices for Services and provide them to Client, and Client shall pay the same pursuant to the invoice terms. Both parties shall return any and all Confidential Information, reports, materials, or other service-related items as required by this Agreement in a timely manner. Both Parties are not obligated to delete data that is solely on their backup systems, provided that should the backup system's data that includes Confidential Information be restored to the primary system where the data is more readily accessible, then the Parties will at that time have the obligation to delete the Confidential Information.

5. Confidentiality, Certain Restrictive Covenants, and Intellectual Property.

5.1. Confidentiality Obligations. The receiving Party shall maintain the confidentiality of the disclosing Party's Confidential Information and protect such Confidential Information with the same degree of care that it applies to the receiving Party's own similar Confidential Information, but in no event less than a reasonable degree of care, given the nature of the information disclosed. The disclosing Party's Confidential Information shall be used by the receiving Party solely for the purpose of rendering or obtaining Services (as applicable) pursuant to this Agreement and, except as permitted herein, shall not be disclosed to any third party without the prior consent of the disclosing Party. Notwithstanding the foregoing, Client acknowledges that Service Provider may share Client's Confidential Information with those of its Representatives, Affiliates and any Third-Party Software Providers that have a need to know in order to assist with the performance of the Services and who agree to maintain the Client's Confidential Information on the same or similar terms as set forth herein. Client acknowledges that it may be asked by certain Third-Party Software Providers to consent to the sharing of Client's Confidential Information in connection with the Services, and Client agrees to consent to such requests from Third-Party Software Providers. This Agreement shall be deemed Confidential Information.

5.2. Exceptions. The restrictions on Confidential Information in this Section 5 shall not apply to information: (1) generally available to the public through no act or omission of the receiving Party, its Representatives, or its Affiliates;

(2) independently developed or acquired by the receiving Party without use or reference to the disclosing Party's Confidential Information; (3) approved for release in writing by the disclosing Party; (4) that is received without restriction from another person or organizations lawfully in possession of such information and entitled to provide such information to the receiving Party; or (5) information that was rightfully in the possession of the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party. Additionally, either Party may use or disclose the other Party's Confidential Information if required by any request or order of any applicable government or regulatory authority, or otherwise as required by applicable law. Before disclosing the disclosing Party's Confidential Information for such purpose, the receiving Party must provide prompt written notice to the disclosing Party of the circumstances requiring disclosure of such Confidential Information, and the Parties shall cooperate with each other, at the disclosing Party's expense, to obtain protection for the confidentiality thereof to the extent available, to contest and avoid such disclosure, to obtain any other appropriate remedy, or to waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives compliance with the provisions of this Agreement, the receiving Party will furnish only that portion of Confidential Information which is legally required.

5.3. HIPAA. If applicable, notwithstanding anything herein to the contrary, to the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") applies to Client, Client acknowledges and agrees that: (1) Client retains all

responsibility for being compliant with the applicable provisions of HIPAA that may apply to the Client Materials provided by Client pursuant to the Services; and (2) Service Provider makes no representation or warranty herein regarding its compliance with any applicable HIPAA laws and regulations in connection with the Services.

6. Warranties.

6.1. Representations and Warranties. Each Party represents, warrants and covenants to the other that: (1) it has full right, power and authority to enter into and fully perform its obligations under this Agreement; (2) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a party or by which it is bound; and (3) it shall comply with all material laws, rules and regulations applicable to its activities in connection with this Agreement. Client further represents, warrants, and covenants that: (1) the Client Materials are original to Client or Client has obtained the necessary rights to provide the Client Materials to Service Provider and use the Client Materials in connection with the Services; and (2) the Client Materials as provided to Service Provider are accurate, reliability, availability, and valid for the performance of the Services.

6.2. All Obligations Set Forth in This Agreement; Limitation. SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS AND/OR SERVICE UNAVAILABILITY OF ANY KIND, REGARDLESS OF CAUSE, EXCEPT AS PROVIDED IN THIS AGREEMENT. CLIENT EXPRESSLY WAIVES ANY CLAIMS AGAINST SERVICE PROVIDER FOR LOSS, INJURY, OR DAMAGE OF ANY KIND, DIRECTLY OR INDIRECTLY, RESULTING FROM AVAILABILITY OF THE SERVICES, USE OF THE SERVICES OR FROM ANY LOSS OR CORRUPTION OF CLIENT MATERIALS SOFTWARE, OR HARDWARE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.3. OTHER WARRANTY DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES ON THE SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR OF ANY RESULTS TO BE ACHIEVED. UNLESS NOTED EXPLICITLY OTHERWISE HEREIN, ALL SERVICES ARE PROVIDED AS-IS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, ANY SERVICES THAT ARE CONTINGENT ON OR PROVIDED BY A THIRD-PARTY SOFTWARE PROVIDER CARRY NO WARRANTY OF ANY KIND BY SERVICE PROVIDER. CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH THIRD-PARTY SOFTWARE PROVIDER FOR ANY AND ALL LIABILITY. THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SERVICE PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICE PROVIDER UNDER THIS AGREEMENT.

7. Limitation of Liability and Indemnification.

7.1. LIMITATION ON DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLIENT ACKNOWLEDGES AND AGREES THAT THE MAXIMUM AGGREGATE AMOUNT THAT CLIENT CAN COLLECT FROM SERVICE PROVIDER OR ITS AFFILIATES FOR ANY CLAIM RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER PURSUANT TO THIS AGREEMENT OR OTHERWISE UNDER THE LAW, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AVERAGE MONTHLY AMOUNT ACTUALLY PAID FOR THE SPECIFIC SERVICE AT ISSUE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT OVER THE PAST TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM FIRST AROSE.

7.2. WAIVER OF CERTAIN DAMAGES. UNLESS SPECIFIED EXPLICITLY HEREIN, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER ARISING IN TORT, CONTRACT, OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT NOTHING IN THIS PARAGRAPH IS ENTITLED TO LIMIT OR WAIVE THE AMOUNTS DUE FROM CLIENT TO SERVICE PROVIDER.

7.3. MUTUAL INDEMNIFICATION. Each Party ("**Indemnifying Party**") will defend, indemnify, and hold harmless the other Party and its Affiliates, and any of their Representatives ("**Indemnified Party**"), from and against any and all losses, claims, actions, proceedings, and suits, and all related liabilities, damages, judgements, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other actual litigation related expenses) (collectively "**Losses**") incurred by the Indemnified Party, arising out of or relating to: (1) any breach or alleged breach of the Indemnifying Party's representations and warranties; (2) any damage or loss caused by negligence, fraud, dishonesty, or willful misconduct by the Indemnifying Party or any of its Representatives; (3) unauthorized disclosure of confidential information by the Indemnifying Party; (4) claims against the indemnified party by a third party for infringement upon Intellectual Property Rights; and (5) any other violation of this Agreement by the Indemnifying Party. Notwithstanding anything to the contrary contained in this Agreement, in no event will the Indemnifying Party be liable for any amount attributable to the Indemnified Party's gross negligence, willful misconduct, or breach of this Agreement.

8. Miscellaneous.

8.1. Non-solicitation of Employees. During the term of this Agreement and for a period of one (1) year after termination of this Agreement for any reason, Client shall not, directly or indirectly, hire, offer to hire, entice away, solicit, or in any other way persuade or attempt to persuade any Representative to discontinue their relationship with Service Provider. If Client

violates this provision, Client shall pay Service Provider an amount equal to the Representatives total annualized compensation, including wages, bonuses and the cost of all benefits, if any, that Service Provider paid or was payable to the Representative during the one (1) year period prior to Client soliciting the Representative as well as the forecasted or actual total annualized compensation that Client will pay or did pay to Representative after the solicitation occurred.

8.2. Notification. All notices, requests, demands and other communications which are required or may be given under the Agreement will be in writing and will be deemed to have been duly given, or otherwise properly received: (1) when actually received if personally delivered; (2) when transmitted by confirmed facsimile, electronic or digital transmission method; (3) the day after it is sent, if sent for next day delivery to a domestic United States address by recognized overnight delivery service (e.g., Federal Express); and (4) upon receipt, if sent by certified or registered mail, return receipt requested. In each case, notice will be sent pursuant to the addresses and notice information for each Party set forth in the Engagement Letter, provided, however, that any Party may change such Party's notice information by written notice to the other Party in the manner set forth above.

8.3. Force Majeure. Except for any payment obligations, which shall remain due and payable in accordance with the provisions of this Agreement, either Party shall be excused from delays in performing, or from its failure to perform, its obligations pursuant to this Agreement if such delays or failures result from a Force Majeure Event. In order to be excused from delay or failure to perform due to a Force Majeure Event, a Party must provide prompt written notice to the other Party reasonably identifying the Force Majeure Event and use commercially reasonable efforts to resume performance to the extent possible. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement. Notwithstanding any term to the contrary herein this Agreement, Client's sole and exclusive remedy for any such termination shall be a refund of the pro-rata portion of any pre-paid Service fees.

8.4. No Agency. Service Provider is acting solely as an independent contractor in rendering Services under this Agreement. In no way is Service Provider to be construed as the agent or acting as the agent of Client in any respect. Service Provider is neither the employer nor an employee of Client.

8.5. Assignment. This Agreement may not be assigned by either Party without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, any assignee under this Agreement shall be subject to all of the terms, conditions and provisions of this Agreement.

8.6. Waiver. No waiver or breach of any provision of this Agreement shall be effective unless made in writing nor shall such waiver or breach operate as, or be construed to be, a continuing waiver of such provision or breach.

8.7. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Kansas, without regard to its conflict of law provisions. Subject to the alternative dispute resolution process described in section 8.8, any disputes between the Parties in connection with this Agreement shall be exclusively brought only in a court of competent jurisdiction located in either: (1) the county in which the Service Provider's office sits that is providing the majority of the Services to the Client under this Agreement; or (2) if subsection (1) is inapplicable for any reason, then in Johnson County, in the State of Kansas. THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN THE EVENT OF ANY DISPUTE UNDER THIS AGREEMENT.

8.8. Alternative Dispute Resolution – Mediation & Arbitration. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first attempt to settle the dispute by mediation that will be administered by a neutral party, using mediation procedures, both of which have been agreed upon by both Parties before resorting to arbitration. Where mediation fails to produce a binding resolution between the Parties, any continued dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by individual final and binding arbitration in the proper location determined by section 8.7 of these Terms. Except as otherwise provided in this section or mutually agreed upon by the Parties, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. All aspects of the mediation and arbitration, including any final and binding award issued by the arbitrator, shall be strictly confidential. Judgment on the final and binding award issued by the arbitrator may be entered in a court described in section 8.7. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

8.9. Time Period for Claims. The Parties acknowledge that the nature of the Services makes it inherently difficult, with the passage of time, to present evidence in an arbitration that fully and fairly establishes the facts underlying any dispute that may arise between us. The Parties agree that notwithstanding any applicable statute of limitation that might otherwise apply to a claim or dispute between the Parties, including one arising out of this Agreement or the Services, any arbitration permitted under the Agreement (except related to the collection of sums due from Client) must be commenced within twelve (12) months after the date of delivery of any Report arising from the Services or if no Reports are delivered in connection with the Services, within twelve (12) months after the date of delivery of the Services. This twelve (12) month period applies and begins to run on the date of each report delivered by Service Provider, even if Service Provider continues to perform Services after such date,

and even if neither Party has become aware of the existence of a claim or the basis for a possible claim. In the event a dispute within the last sixty (60) days of the twelve (12) month period, the period of limitation to commence a lawsuit shall be extended by up to sixty (60) days, to allow the Parties to conduct nonbinding mediation pursuant to Section 8.8.

8.10. **Attorneys' Fees.** The Party who substantially prevails in enforcing this Agreement shall be entitled to all of its reasonable attorneys' fees, expert witness fees, investigation costs, and court and appeal costs regardless of if a formal lawsuit is commenced. This provision shall remain in force for costs associated with section 8.8 unless the parties agree to allocate costs subject to a separate agreement.

8.11. **Fees for Client Disputes with Third Parties.** Except for disputes arising between the Parties, in the event Service Provider or any of its Affiliates are called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing, investigation, trial, appeal, or proceeding regarding information or communications that Client has provided to Service Provider, any documents and materials prepared by Service Provider in accordance with the terms of this Agreement, or any knowledge the Service Provider has related to Client, Client shall pay any and all expenses, including fees and costs for Service Provider's time, at Service Provider's rates then in effect, as well as any legal or other fees that Service Provider incurs as a result of such appearance or production of documents.

8.12. **Subpoenas and Legal Proceedings.** If Service Provider receives a subpoena related to Client, the Services Service Provider performed for Client, or if Service Provider otherwise must engage in any legal proceeding relating to Client or its acts or omissions, Client agrees to reimburse Service Provider for its costs associated with the same (including reasonable attorneys' fees), along with the value of the time its staff incurs in responding to the subpoena and participating in the legal proceeding calculated at the respective staff members' standard billable rate. Client shall pay all such amounts within ten (10) days of written demand.

8.13. **Reproductions of Materials.** Any publication or other reproduction of any Report prepared by Service Provider as part of the Services shall reference Service Provider's name and logo as original prepared and provided to Client. Client agrees to provide Service Provider with printers' proofs or master of such publication or reproduction of a Report for Service Provider's review and approval before it is printed and before it is distributed.

8.14. **Electronic Signatures; Electronic Disclosures.** The Parties agree that this Agreement and any other documents delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents shall have the same legal validity and enforceability as handwritten signatures to the fullest extent permitted by applicable law. Client hereby authorizes Service Provider and Third-Party Software Providers to deliver to Client electronically formatted data and information, including financial statements, drafts of financial statements, financially sensitive information, spreadsheets, trial balances, or other financial data from Service Providers files.

8.15. **Counterparts.** This Agreement may be executed and delivered by original signature, facsimile, or other image capturing technology, and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

8.16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties in relation to the Services provided hereunder and supersedes all prior written or oral communications and representations only with respect to the Services provided hereunder in this Agreement.

8.17. **Severability.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

8.18. **Equitable Relief.** Each Party acknowledges that its breach of Section 5 (**Confidentiality, Certain Restrictive Covenants, and Intellectual Property**) or Section 8.1 **(Non-solicitation of Employees)** will cause irreparable injury to the other Party for which monetary damages are not an adequate remedy. Accordingly, in addition to any other rights and remedies available to such Party, a Party shall be entitled to seek injunctive relief and other equitable remedies in the event of a breach of the terms of Section 5 or Section 8.1 by the other Party.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with AECOM, Inc., of Waterloo, Iowa, in an amount not to exceed $196,500.00, for design-related services in conjunction with the River Wall Restoration and Floodwall Tie Off Safety Conditions, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

It is for the design of removing and replacing the river wall between W. 6th Street Bridge and the railroad bridge along with structural design for anchors for installing floodwall panels at various locations along the river in the downtown. The existing riverwall was built in the early 1900's and is deteriorating. This agreement will also provide anchor points along the downtown floodwalls to allow staff to be anchored safely while installing the removable panels. The design will also provide coordination with the U.S. Army Corps of Engineers as required for changes to the levee system.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. WAT River Wall Removal and Restoration

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
319-232-6531 tel
www.aecom.com

RIVER WALL RESTORATION & FLOODWALL TIE/OFF SAFETY ADDITIONS

CITY OF WATERLOO

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered by and between AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, hereinafter referred to as “ATS” and City of Waterloo, 715 Mulberry Street, Waterloo, Iowa, hereinafter referred to as “CLIENT.”

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

ATS shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. ATS'S RESPONSIBILITIES

ATS shall, subject to the terms and provisions of this Agreement:

(a) Appoint one or more individuals who shall be authorized to act on behalf of ATS and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon ATS as to all matters pertaining to this Agreement and the performance of the parties hereunder.

(b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control.

(c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two-year period following the completion of Services, it is shown that there is an error in the Services solely as a result of ATS's failure to meet these standards, ATS shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since ATS has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, ATS does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. ATS makes no other warranties either express or implied and the parties’ rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

(d) ATS shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which ATS procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. ATS's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

(e) ATS will be providing estimates of costs to the CLIENT covering an extended period of time. ATS does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by ATS are estimates only, made on the basis of ATS's experience and represent ATS's reasonable judgment as a qualified professional. ATS does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by ATS, and the CLIENT waives any and all claims that it may have against ATS as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services;

(a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.

(b) Furnish to ATS all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. ATS shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INDEMNIFICATION

ATS agrees to indemnify and hold harmless CLIENT from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorneys' fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of ATS during the performance of the Services hereunder.

V. INSURANCE

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, ATS shall maintain standard insurance policies as follows:

(a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ATS's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars ($100,000) each accident;

(b) Commercial General Liability including third party Bodily Injury and Property Damage Liability and Contractual Liability insurance in a limit of One Million Dollars ($1,000,000) each occurrence and in the aggregate.

(c) Business Auto Liability Insurance (owned, non-owned or hired) in a combined single limit of One Million Dollars ($1,000,000).

ATS agrees to include CLIENT as Additional Insured on the Commercial General Liability and Business Auto Liability policies, but only to the extent of ATS's negligence under this agreement and only to the extent of the insurance limits specified herein.

(d) Professional Liability Insurance with limits of $1,000,000 per claim and in the aggregate covering ATS against all sums which ATS may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

ATS agrees to provide CLIENT with certificates of insurance evidencing the above-described coverage prior to the start of Services hereunder and annually thereafter if required. ATS shall provide prompt notice to the CLIENT in the event of cancellation, material change, or non-renewal per standard ISO Acord Form wording and the policy provisions.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of One Hundred Ninety-Six Thousand Five Hundred Dollars ($196,500.00) and will not be exceeded without authorization from the Client.

ATS may bill the Client monthly for services completed at the time of billing. CLIENT agrees to pay ATS the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give ATS written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to ATS the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to ATS. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, ATS will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which ATS prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when ATS has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to ATS and CLIENT agrees to release, defend and hold ATS harmless from and against all claims or suits asserted against ATS in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by ATS. Nothing contained in this paragraph shall be construed as limiting or depriving ATS of its rights to use its basic knowledge and skills to design or carry

out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and ATS makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

(a) ATS shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall ATS be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall ATS be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

(b) In order that ATS may be fully protected against such third-party claims, CLIENT agrees to obtain and maintain for the benefit of ATS the same indemnities and insurance benefits obtained for the protection of the CLIENT from any contractor or subcontractor working on the project and shall obtain from that contractor/subcontractor insurance certificates evidencing ATS as an additional named insured.

X. INDEPENDENT CONTRACTOR

ATS shall be an independent contractor with respect to the Services to be performed hereunder. Neither ATS nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, legal responsibility and liability for any and all pre-existing contamination shall at all times remain with CLIENT. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by ATS. CLIENT agrees to release, defend, indemnify and hold ATS harmless from and against any and all liability which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from ATS's sole negligence or willful misconduct.

CLIENT shall, at CLIENT’s sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. ATS shall not have or exert any control over CLIENT in CLIENT’s obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment,

transportation, or disposal of pre-existing contamination. In the event that ATS executes or completes any governmentally required forms relating to regulated activities including but not limited to storage, generation, treatment, transportation, handling or disposal of hazardous or toxic materials, ATS shall be and be deemed to have acted as CLIENT's agent.

For ATS's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide ATS with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. LIMITATION OF LIABILITY

CLIENT agrees that ATS's liability for the act, error or omission in its performance of services under this Agreement shall in no event exceed the amount of the total compensation received by ATS. It is intended by the parties to this Agreement that ATS's services in connection with the project anticipated herein shall not subject ATS's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project.

XIII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then ATS and the CLIENT agree to submit the dispute to mediation. In the event ATS or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by ATS and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and ATS may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

XIV. MISCELLANEOUS

(a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

(b) This Agreement shall be governed by the laws of the State of Iowa.

(c) ATS may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve ATS of any of its obligations under this Agreement.

(d) In no event shall either party be liable to the other for indirect or consequential damages, including, but not limited to, loss of use, loss of profit or interruption of business, whether arising in contract, tort (including negligence), statute, or strict liability.

(e) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

(f) This Agreement gives no rights or benefits to anyone other than CLIENT and ATS and does not create any third-party beneficiaries to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CITY OF WATERLOO	**APPROVED FOR AECOM TECHNICAL SERVICES, INC.**
By:_____	By: Michelle M. Sweeney
Printed Name: David Boesen	Printed Name: Michelle M. Sweeney, PE, PTOE
Title: Mayor	Title: Associate Vice President
Date:_____	Date: 07/13/2026

RIVER WALL RESTORATION & FLOODWALL TIE/OFF SAFETY ADDITIONS

CITY OF WATERLOO

EXHIBIT A

I. PROJECT DESCRIPTION

This project consists of field survey, preliminary and final design for the removal and restoration of the existing failing river wall located along the west bank of the Cedar River between 6th Street and the railroad bridge. The existing wall is approximately 125' and connects to the 6th Street bridge abutment on the north end and the existing Union Pacific Railroad (RR) bridge abutment on the south end. The wall follows along the existing bank of the Cedar River. The river wall is bordered by the Cedar River on the east, bridges on the north and south and the existing Flood Protection System floodwall on the west (ranging from 35' to 50' away from the river wall). Access to the site will be difficult and currently only exists through existing RR right-of-way (ROW) at the penetration through the existing floodwall. Based on initial research, the RR track and bridge starting at the floodwall heading east for approximately 7 miles are owned by the Union Pacific. Iowa Northern had a long-term lease agreement for trackage and maintenance prior to being acquired by the CN. Since the acquisition, the UP has taken back ownership and is utilizing Jaguar Transport to create Waterloo Railroad LLC to serve and maintain those 7 miles of track. Access and repair options will require extensive RR coordination throughout the project to obtain required permitting. It is anticipated an agreement will be obtained for utilizing this access to complete borings and field survey. During construction, access over the existing floodwall will likely be required for construction equipment and material hauling.

The anticipated replacement project will include complete removal of the failing floodwall and sloping back of the existing bank similar to what is provided south of the RR bridge. The bank would include revetment protection. As part of the bank improvement wing armoring/sloping is anticipated for the connection to the 6th Street abutment. To transition the sloped back to the RR abutment a permanent sheet-pile wall is anticipated. This will require structural reviews and permitting prior to construction. An existing 48" reinforced concrete pipe sanitary sewer is also present at the project location and will require coordination during design and construction.

Given the projects proximity to the existing USACE flood protection system, Section 408 permission will be required for work within the ROW of a USACE project. As part of these Section 408 submissions our team will also include planned concrete anchor tie-offs for the existing floodwall system from Hwy. 63 to W. 5th Street. The tie-off locations will provide harness connection points to aid emergency personnel during rescue situations.

II. SCOPE OF SERVICES

The Scope of Services will encompass and include work, services, materials, equipment, personnel and supplies necessary to complete field survey, preliminary and final design, geotechnical foundation analysis, preparation of regulatory permitting and coordination (Section 408 and Iowa DNR Floodplain and RR Coordination) and project administration.

The Scope of Services is further defined by the following tasks:

Design Survey (Tasks 1-7)

The following tasks lead to the completion of the topographical survey required for project completion. This task also includes review and development of a boundary survey within the project area.

Task 1 - Survey Planning, Coordination, One-Call (Including UPRR One-Call)
Task 2 - Horizontal Control (GPS)
Task 3 - Vertical Control (Level/Total Station)
Task 4 - Generate Control File
Task 5 - Topographic Survey
Task 6 - Utility Survey
Task 7 - Boundary Survey (Limited – No Platting)

Preliminary Design (Tasks 8-22)

These tasks include developing preliminary removal, grading, and structural design plans for the abutment connections at each end of the project. Structural calculations will be required to meet UP RR loading standards for work near the existing RR bridge and abutment. This coordination will be an iterative process and will begin early on the project design. The project parameters will be summarized in a draft design documentation report (DDR) which will be included in Section 408 submittal to the USACE. The Section 408 submittal will also include a Flood Contingency Plan per EC 1165-2-220, Appendix E, Section E-5.h.(5) of USACE documentation.

Preliminary plans will be submitted to the City of Waterloo, RR and USACE for review at the approximate 60% level. The following specific tasks are part of the preliminary design:

Task 8 - Title and Legend Sheets
Task 9 - Typical Section and Details
Task 10 - Plan and Profile Sheets for Sheet Pile Walls
Task 11 - Grading Sheets
Task 12 - Removal Sheets
Task 13 - ROW Sheets
Task 14 - Structural Design - Sheet Pile Walls
Task 15 - Structural Design/Layout - Concrete Anchor Tie-off System
Task 16 - Draft DDR Development
Task 17 - Draft Flood Contingency Plan Development
Task 18 - Draft Section 408 and Iowa DNR Floodplain Permit Development
Task 19 - RR Coordination
Task 20 - Quality Control Review
Task 21 - 60% Plan Submittal
Task 22 - Construction Cost Estimate

Final Design, Construction Plans and Specifications (Tasks 23-45)

These tasks include developing final removal, grading, and structural design plans and specifications in a format suitable for City of Waterloo project letting format. Included in these tasks will be typical sections and details, tabulations and quantities, plan and profile sheets for structural walls, grading sheets, removal sheets, cross section sheets, structural sheets and erosion control and stabilization plan. Final plans will be submitted for City staff review at a pre-bid 90% interval. The final DDR, Flood Contingency Plan and Section 408 documents and RR permit documents will be completed during this phase as well. The following specific tasks lead to the completion of the final construction plans and specifications:

Task 23 - Title and Legend Sheets
Task 24 - Typical Section and Detail

Task 25 - Bid Items, General Notes and Tabulations
- a. Bid Item and Quantity Listing
- b. Estimate Reference Information
- c. General Notes and Tabulations

Task 26 - Tabulations and Quantities
Task 27 - Plan and Profile Sheets for Sheet Pile Walls
Task 28 - Grading Sheets
Task 29 - Removal Sheets
Task 30 - Structural Sheets - Sheet Pile Walls
Task 31 - Structural Sheets - Concrete Anchor Tie-Off System
Task 32 - Geometric Layout Sheets
Task 33 - Earthwork Tabulation
Task 34 - Design Cross Sections
Task 35 - Erosion Control and SWPPP Plan Sheets
Task 36 - Quality Control Review
Task 37 - Final DDR Plan Development and Submittal
Task 38 - Final Flood Contingency Plan Development and Submittal
Task 39 - Final Section 408 and Iowa DNR Floodplain Development and Submittal
Task 40 - Final RR Permit Submittal
Task 41 - Pre-Bid Plan Submittal (90% Plans)
Task 42 - Final Revisions
Task 43 - Construction Cost Estimate
Task 44 - Specifications
Task 45 - Printing and Submittals

Geotechnical Services (Task 46)

These tasks include completing two (2) borings at the project location, one (1) near each bridge abutment. These tasks will be completed by Terracon Consultants, Inc. (Terracon) and will include a foundation recommendation summary report to be utilized in the sheet pile wall design as well as a stability analysis of the existing floodwall. The estimate includes submitting a USACE standard stability analysis report on the existing floodwall, however a full USACE report may not be required if the determined design is able to stay outside of the floodwall footprint. This task will also include RR coordination with anticipated access paralleling the existing floodwall. It is anticipated that the City will help move some existing revetment south of the RR tracks to provide access along the existing floodwall from the levee system.

Task 46 - Geotechnical Review (Terracon)

Project Administration, Regulatory Coordination and Meetings (Tasks 47-49)

These tasks include project administration, regulatory coordination, and design coordination throughout the project development. The following tasks are included:

Task 47 - Project Design Meetings with City of Waterloo (3)
Task 48 - Regulatory Agency Coordination (Iowa DNR, USACE, RR)
Task 49 - Project Administration

Exclusions

The following items are not included in this scope, but could be added in a supplemental agreement if needed:

- Seepage Analysis
- Independent Peer Review (Structural Calculations)
- Regulator Permit Fees
- RR Permit Fees (Includes flaggers for boring and survey completion)
- Crossing of the tracks will require a RR permit and it is anticipated that the crossing will be allowed to utilize cribbing to cross over the tracks.
- Access for the borings is anticipated from the existing trail running south to north in front of the existing floodwall. City maintenance staff will help clear a route through the existing revetment for boring machine access.
- Detailed Hydrologic and Hydraulic Modeling of the Cedar River

Construction-Related Services

The scope of construction-related services will be determined at the time the services are needed and defined under a future amendment.

L:\Secure_DCS\Administration\AGREE\PROF\WAT River Wall Removal and Restoration

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Safiah Elahi, Traffic Operations Director
Traffic Operations Department

MEETING DATE

July 20, 2026

AGENDA ITEM TITLE

An ordinance amending the City of Waterloo Code of Ordinances by repealing and replacing Section 541 Increasing Speed Limits in Certain Areas.

RECOMMENDED COUNCIL ACTION

Approve ordinance change.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Since the extension of Fourth Street from Donald Street to Heath Street we are extending the increased speed limit ordinance to add that section reading;
Fourth Street -
from Heath Street to Walnut Street 30 mph
from Walnut Street to Fifth Street 25 mph
from Fifth Street to Kimball Avenue 35 mph
from Kimball Avenue to West Ridgeway Avenue 30 mph
from West Ridgeway Avenue to southerly corporate limits 35 mph

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Ordinance change needed

SEC. 541. INCREASING SPEED LIMITS IN CERTAIN AREAS.
Speeds hereinafter stated in excess of those stated in Section 150 hereof are hereby authorized on the streets or portions thereof described in this section upon the posting of signs giving notice thereof as follows:

STREETS MAXIMUM SPEED

(Ord. #3241, 9/7/82; 2000 Rev.)

(25) Fourth Street -
from Heath Street to Walnut Street 30 mph
from Walnut Street to Fifth Street 25 mph
from Fifth Street to Kimball Avenue 35 mph
from Kimball Avenue to West Ridgeway Avenue 30 mph
from West Ridgeway Avenue to southerly corporate limits 35 mph

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Rob Duncan, Chief of Police
Police Department

MEETING DATE

July 20, 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

None