THE CITY COUNCIL OF WATERLOO, IOWA
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, August 3, 2026
5:30 PM

CITY OF WATERLOO
COMMUNITY VISION PLAN

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

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

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

B. At the presiding officer's discretion, individuals may address the presiding officer by stepping to the podium, and after recognition by the presiding officer, shall state their

name, address, and group affiliation, if appropriate, and speak clearly into the microphone.

C. Comments shall be germane and refrain from personal, impertinent, or slanderous remarks.
D. Cell phones and electronic devices shall be set to silent prior to the start of the meeting.

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

A. Individuals shall speak one (1) time on only one (1) issue for a maximum of three (3) minutes During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. Individuals shall only speak on matters not listed on the regular agenda for that date. Any matter presented shall be directed to the presiding officer and addressed, if necessary, after the meeting.
B. Council members may speak during public comment portion of the agenda after the public has finished speaking
C. City staff shall not be required to provide an immediate answer to a matter presented during a council meeting unless it specifically pertains to an item on the agenda

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

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

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

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

Roll Call.

Prayer or Moment of Silence.

Pledge of Allegiance, Mayor Dave Boesen

Approval of Agenda 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 Glen Martin III, for tax exemptions on the construction of a new single-family home valued at $369,000.00, for property located at 2020 Avon Avenue and located in the Consolidated Urban Revitalization Area (CURA).

3. Resolution approving the request of Tracy Haskin for a waiver for an asphalt driveway, located at 1132 Byron Avenue, with the elimination of the sidewalk section for asphalt driveways.

4. Resolution approving the request of Kristi Forbes for a waiver for a concrete driveway, located at 545 Cloverdale Avenue with the elimination of the sidewalk section due to inability to meet grade requirements.

5. Resolution setting date of Public Hearing as August 17, 2026, to authorize the sale and conveyance of approximately 966 square-feet of City-owned property, located north and south of 1130 Ansborough Avenue, to Pebble Hill, LLC, a Delaware limited liability company, in the amount of $7,728.80, subject to the retention of an easement over, under, upon, and across the described tracts.

6. Resolution setting date of public hearing as August 17, 2026, to authorize the sale and conveyance of 315 E. 4th Street to Try Pie in the amount of $1.00, including a Development and Minimum Assessment Agreement in the amount of $565,000.00 for 315 E. 4th Street and 311 E. 4th Street, and instruct the City Clerk to publish notice.

7. Resolution setting the date of public hearing as August 17, 2026, to authorize the sale and conveyance of city-owned property located south of 3915 Valdez Drive to Raymond I. Harris and Clozelle R. Harris in the amount of $1,576.00, and instruct the City Clerk to publish public notice.

8. Resolution setting date of public hearing as August 17, 2026, to approve the request by the City of Waterloo to rezone approximately 4.86 acres from “R-3” Multiple Residence District to “R-2,R-P” Planned Residence District and “R-3,R-P” Planned Multiple Residence District for the development of sixteen lots and the expansion of Birdee Cottage, and instruct the City Clerk to publish notice.

9. Resolution setting date of public hearing as August 17, 2026, to approve a request by the City of Waterloo to vacate approximately 1,988 square feet of city-owned right-of-way of West 3rd Street at the intersection of Norton Street.

10. Resolution setting date of public hearing for August 17, 2026, to approve a request by the City of Waterloo to rezone approximately 10.67 acres from “C-1” Neighborhood Commercial District and “A-1” Agricultural District to “R-3,R-P” Planned Multiple Residence District for the development of fourteen lots of single-family homes and town homes located along West 3rd Street and Norton Street west of Sergeant Road.

11. Resolution approving award of bid to Wendler, Inc., of Amana, Iowa, in the amount of $2,966,361.40, approving the contract, bonds, and certificate of insurance, in conjunction with the FY23 Cattle Congress Sanitary Sewer Lift Station Reconstruction Project, Contract No. 1075, and authorizing the Mayor and City Clerk to execute said documents.

12. Resolution approving the award of bid to REW Services Corporation of Des Moines, Iowa, in the amount of $2,004,261.00, approving the contract, bond, and certificate of insurance, in conjunction with Asbestos Abatement Services, Contract AB-2026-06-01P (1442 Sycamore Street, former Rath buildings), and authorizing the Mayor and City Clerk to execute said documents.

13. Resolution approving submission of a second Iowa DNR IRA Urban Forestry Program Development grant application in the amount of $50,000.00, for updating the City of Waterloo's tree inventory, and authorizing the Leisure Services Director to execute said document.

14. Resolution approving a renewal agreement with Manpower Group US, Inc., for rates and fees associated with the coordination of temporary staffing services and authorizing the Human Resource Director to execute said document.

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

16. Resolution approving award of hotel/motel tax council discretionary funds to the Leisure Services Department in the amount of $16,000.00 for advertisement for the SportsPlex.

17. Resolution approving award of hotel/motel tax council discretionary funds to the Leisure Services Department in the amount of $16,000.00 for advertisement for the golf courses.

18. Resolution approving award of hotel/motel tax council discretionary funds to the American Legion Becker-Chapman Post 138 in the amount of $20,000.00, for their roof renovation project.

19. Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation - 1st Offense with Hy-Vee Fast & Fresh #3, 1512 Flamming Drive, Waterloo, Iowa, and acceptance of a civil penalty in the amount of $300.00, and authorizing the Mayor and City Clerk to execute said document.

20. Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation -1st Offense with Bamboo Ridge Campground, 4550 LaPorte Road, and acceptance of a civil penalty in the amount of $300.00, and authorizing the Mayor and City Clerk to execute said document.

21. Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation - 1st Offense with Hy-Vee Fast & Fresh #1, 3700 University Avenue,and acceptance of a civil penalty in the amount of $300.00, and authorizing the Mayor and City Clerk to execute said document.

22. Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation - 1st Offense with Yes Way #1022, 1976 Franklin Street, and acceptance of a civil penalty in the amount of $300.00, and authorizing the Mayor and City Clerk to execute said document.

23. Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation - 2nd Offense with Smoke O's, 1509 Flamming Drive, and acceptance of a civil penalty in the amount of $1,500.00, and authorizing the Mayor and City Clerk to execute said document.

24. Motion to approve Application for Theater License for Marcus Crossroads Cinema, 2450 Crossroads Boulevard.

25. Motion approving the hiring of **Ryan Stuber** to the position of Clerk Specialist in the Clerk's office, effective August 10, 2026.

26. **Angie Fordyce,** Board/Commission: Metropolitan Transit Authority, Expiration Date: August 3, 2029, New appointment.

27. Communication from the Human Rights Department on the notice of the conclusion of employment of Abraham Funchess, Human Rights Director, effective July 9, 2026, with recommendation of approval of payout of $19,333.26 for unused benefits.

28. Communication from the Sanitation Department on the notice of the conclusion of employment of Monesha Dickens, Solid Waste Technician, effective June 11, 2026, with recommendation of approval of payout of $3,367.40 for unused benefits.

29. Communication from the Mayor's Office on the notice of the conclusion of employment of Tara Thomas Gettman, Director of Strategic Communication, effective June 30, 2026, with recommendation of approval of payout of $4,639.68 for unused benefits.

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

31. Motion to receive and file Leisure Services Commission Board minutes of May 12, 2026.

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

33. **Liquor Licenses**
    Benevolent & Protective Order of Elks #290, 407 E. Park Avenue, Class C w/Outdoor Service, Catering and Sunday Sales (Renewal) Exp: 06/30/2027.
    BJ's Bar and Billiards, 110 Ida Street, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp: 07/29/2026.
    Casey's General Store #24276, 3035 Logan Avenue, Class E w/Sunday Sales (Renewal) Exp: 06/14/2027.
    Dollar General #30998, 5570 Washington Street, Class B w/Sunday Sales (Renewal) Exp: 08/20/2027.
    Dollar General #7136, 66 E. Tower Park Drive, Class B w/Sunday Sales (Renewal) Exp: 08/21/2027.
    Kwik Star #229, 1717 E. San Marnan Drive, Class B w/Sunday Sales (Renewal) Exp: 09/24/2026.
    Kwik Star #723, 707 Broadway Street, Class B w/Sunday Sales (Renewal) Exp: 07/21/2026.
    Kwik Star #724, 1105 Cedar Bend Street, Class B w/Sunday (Renewal) Exp: 07/21/2026.
    Kwik Star #732, 324 Fletcher Avenue, Class B w/Sunday Sales (Renewal) Exp: 07/31/2026.
    Lucky Wife Wine Slushies, 4022 Sergeant Road, Class C w/Outdoor Service and Sunday Sales (5-Day) Exp: 08/23/2026.
    Maple Lanes, 2608 University Avenue, Class C w/Outdoor Service and Sunday Sales (Renewal) Exp: 07/22/2027.
    Narey's 19th Hole, 2073 Logan Avenue, Class C w/Sunday Service (Renewal) Exp: 08/22/2026.

Riverloop Association, Inc., 327 W. 3rd Street, Class C w/Sunday Service (5-Day) Exp: 08/11/2026.
Studio 13 Waterloo, 304 & 308 W. 4th Street, Class C w/Outdoor Service and Sunday Sales (Renewal) Exp: 07/31/2026.
The Loft, 710 Jefferson Street, Class C w/Sunday Sales (Ownership Updates) Exp: 10/31/2026.
Waterloo Fraternal Order of Eagles, 201 E. 1st Street, Class F w/Outdoor Service and Sunday Sales (Renewal) Exp: 07/14/2027.

34. **Cigarette/Tobacco/Nicotine/Vapor Permits**
Express Mart, 2027 Falls Avenue (Device Permit).
New Star Fletch, 315 Fletcher Avenue (Device Permit).
Now & Forever Waterloo, 1976 Franklin Street (Retail Tobacco) (New).
Vape Time, 2829 University Avenue, (Device Permit) (New).

35. Bonds.

PUBLIC HEARINGS

1. FY 2027 Sidewalk Infill, Sidewalk Ramp and Trail Repair Program - Zone 5B, Contract No. 1157.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution approving award of bid to MidState Solutions, LLC, of Baxter, Iowa, in the amount of $216,541.18, approving the contract, bond and certificate of insurance, in conjunction with the FY 2027 Sidewalk Infill, Sidewalk Ramp and Trail Repair Program - Zone 5B, Contract No. 1157, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Jamie Knutson, City Engineer

2. Hazard Mitigation Plan 2026 Update.

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 approving the Hazard Mitigation Plan 2026 Update, and authorizing the Mayor to execute said document.

Submitted by: Jamie Knutson, City Engineer

3. Asbestos Abatement Services, Contract AB-2026-07-01P (70 Sycamore Street).

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments.
Resolution confirming approval of specifications, bid documents, form of contract, etc., and authorizing to proceed.

Motion to receive, file, and instruct the City Clerk to read the bids.
Resolution approving award of bid to Advanced Environmental, of Waterloo, Iowa, in the amount of $288,950.00, approving the contract, bonds, and certificate of insurance, in conjunction with the Asbestos Abatement Services, Contract AB-2026-07-01P (70 Sycamore Street), and authorizing the Mayor and City Clerk to execute said documents.

Submitted by: Noel Anderson, Community Planning and Development Director

4. **Sale and conveyance of 12,157 square feet of city-owned property at the north-west corner of Larkspur Drive and Cimmarron Lane.**

   Motion to receive and file proof of publication of notice of public hearing.
   HOLD HEARING - No comments on file.
   Motion to close hearing and receive and file oral and written comments.
   Resolution authorizing the sale and conveyance of 12,157 square feet of city-owned property at the northwest corner of Larkspur Drive and Cimmarron Lane, in the amount of $20,000.00 to E&C Investments, and authorizing the Mayor and City Clerk to execute said documents.
   Resolution approving a Development and Minimum Assessment Agreement in the amount of $430,000.00 with E&C Investments for the construction of one new single-family home, with a $5,000.00 Infill Housing Grant and $5,000 purchase price reimbursement payment, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

5. **Sale and conveyance of city-owned property at 1050 Evergreen Avenue, 520-522 Archer Avenue, and 1228 Columbia Street to Rock Star Real Estate, LLC, and acquisition of vacant lots from Rock Star Real Estate, LLC.**

   Motion to receive and file proof of publication of notice of public hearing.
   HOLD HEARING - No comments on file.
   Motion to close hearing and receive and file oral and written comments.
   Resolution authorizing the Sale and conveyance of City-owned property at 1050 Evergreen Avenue, 520-522 Archer Avenue, and 1228 Columbia Street in the amount of $45,000.000 to Rock Star Real Estate, LLC, and authorizing the Mayor and City Clerk to execute said documents.
   Resolution approving a Development Agreement with Rock Star Real Estate, LLC for the rehab of the two single-family homes and one twin home and the City acquisition of three lots near 613 Randall Street fin the amount of $37,500.00, including a purchase price reimbursement payment of $15,000.00, and an infill grant of $20,000.00, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

1. Resolution approving a Second Amendment to the Development Agreement with EIC Enterprises, LLC, dated November 3, 2025, to extend the deadlines for moving the home located at 3280 Newell Street, and completion on construction of the home, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

2. Resolution approving an amendment to the Development Agreement with EIC Enterprises, LLC, to extend the completion deadline of the homes along Chalmers Avenue to October 31, 2026, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

3. Resolution approving the application by the City of Waterloo for the Certified Local Government Grant to receive funding for The Aqua Line: Waterloo Historic Walk project.

   Submitted by: Noel Anderson, Community Planning and Development 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 Professional Services Agreement with Backes Commercial Auctioneers to sell obsolete Fire/Rescue equipment, and authorizing the Fire Chief to execute said document.

   Submitted by: Bill Beck, Fire Chief

6. Resolution accepting FAA AIP Grant No. 3-19-0094-059-2026, in the amount of $3,715,425.00, in conjunction with the Rehab (Mill and Asphalt Overlay) Partial Runway 18/36 Project; Rehab (Mill and Concrete Overlay) Partial Runway 18-36 (Approx. 81% of the Project), and authorizing the Mayor and City Attorney to execute said document.

   Submitted by: Sheila Combs, Airport Business Manager

7. Resolution accepting FAA AIP Grant No. 3-19-0094-060-2026, in the amount of $881,853.00, in conjunction with the Rehab (Mill and Asphalt Overlay) Partial Runway 18-36 Project; Rehab (Mill and Concrete Overlay) Partial Runway 18-36 (Approx. 19% of the Project), and authorizing the Mayor and City Attorney to execute said document.

   Submitted by: Sheila Combs, Airport Business Manager

8. Resolution approving an agreement with MidAmerican Energy Company, of Des Moines, Iowa, in the amount of $187,921.36, for the installation of streetlights on Katoski Drive and Greenhill Road, in conjunction with the Huntington Road. and Katoski Drive Reconstruction, Contract No. 1123, and authorizing the Mayor to execute said document.

   Submitted by: Jamie Knutson, City Engineer

9. Resolution to approve a ten-year Procurement Contract for body/in-car cameras, DFR, Tasers and digital evidence management system with Axon Enterprise, Inc., in the amount of $6,567,660.53, and authorizing the Mayor to execute said document.

   Submitted by: Rob Duncan, Chief of Police

10. Resolution to receive and place on file a Coordinated Contractors' Indemnity 28E Agreement Termination Notice with Iowa Northland Regional Council Of Governments.

    Submitted by: Jennifer Sparks, Permit Writing Specialists

11. Resolution approving roof construction/repairs proposal with Black Hawk Roof Company, Inc., in the amount of $99,000.00 for removal/replacement with EPDM roof at South Hills Pro Shop to include new gutter and downspouts, and authorizing the Mayor to execute said document.

    Submitted by: Todd Derifield, Leisure Services Director

PUBLIC COMMENTS

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

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving the request by Glen Martin III, for tax exemptions on the construction of a new single-family home valued at $369,000.00, for property located at 2020 Avon Avenue and located in the Consolidated Urban Revitalization Area (CURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the Consolidated 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

Lot 2 in Block 3 in Replat of West One-half of Cushman Heights in Black Hawk County, Iowa (now in the City of Waterloo, Iowa)

ATTACHMENTS

1. 2020 Avon Ave Application CURA
2. 2020 Avon Ave Map

For Office Use Only

Date Received: 7/13/26_
Received by:__LS_____
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

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

NAME: Glen Martin III
ADDRESS: 2020 Avon Ave
TELEPHONE: 9186303402
SIGNATURE: Glen Martin III
EMAIL: glenforvideo952@gmail.com
DATE: 7/13/2026

A. What is the *Address* of the property being improved? 2020 Avon Ave

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

ReplatW1/2Cushman Heights Lot 2 BLK 3

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

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

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

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

C. What was the nature of the improvement(s)?
Built a new house (Single-Family)

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

E. What was the cost of the improvement? $369,000

F. Estimated or actual date of completion of these improvements? July 8th 2026

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

DO NOT Write Below this line – Office Use Only

G. City of Waterloo Building and Inspections Department Information:

Permit Number: 2025-05065 Date permit was issued: 9/12/25 Total permit(s) valuation: $360,478

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor



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.

urces: Esri, TomTom, Garmin, FAO, NOAA, USGS, © Oper
contributors, and the GIS User C

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving the request of Tracy Haskin for a waiver for an asphalt driveway, located at 1132 Byron Avenue, with the elimination of the sidewalk section for asphalt driveways.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

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

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

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

$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 3 and 4 in Block 4 in Glenny Logan Park in the City of Waerloo, Black Hawk County, Iowa

ATTACHMENTS

1. DW Waiver_1132 Byron Ave

paid

WAIVER

Date: 7/13/26

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

1132 Byron Ave.
(Address)

This waiver is needed because of:

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

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

X elimination of the sidewalk section for asphalt driveways.

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

_____ Other: _____

I agree to the following:

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

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

Respectfully submitted,

TRACY HASKEW
Printed Name of Property Owner

Signature of Property Owner

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving the request of Kristi Forbes for a waiver for a concrete driveway, located at 545 Cloverdale Avenue with the elimination of the sidewalk section due to inability to meet grade requirements.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to the inability to meet requirements of the driveway at 545 Cloverdale Avenue.

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

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

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

NEIGHBORHOOD IMPACT

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

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Parcel G of Plat of Survey filed June 18, 2014, as part of Doc No 2014-00022453, said parcel being a part of the East One-Half of Lot 15 of Cloverdale Acres, City of Waterloo, Iowa

ATTACHMENTS

1. DW Waiver_545 Cloverdale St

pd cash

WAIVER

Date: 7-10-2026

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 _____ driveway or sidewalk located at
(concrete or asphalt)

545 Cloverdale ST.
(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 seven dollars ~~($7.00)~~ $12.00 for the purpose of recording this agreement.

Respectfully submitted,

Kristi Forbes
Printed Name of Property Owner

Kristi Forbes
Signature of Property Owner

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution setting date of Public Hearing as August 17, 2026, to authorize the sale and conveyance of approximately 966 square-feet of City-owned property, located north and south of 1130 Ansborough Avenue, to Pebble Hill, LLC, a Delaware limited liability company, in the amount of $7,728.80, subject to the retention of an easement over, under, upon, and across the described tracts.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo is proposing to sell 966 square feet of vacated right of way to Pebble Hill LLC, north and south of 1130 Ansborough Ave for $7,728.80 ($8.00 a square foot). Pebble Hill LLC uses the property for their parking lot currently and will continue to use the area's for parking. The two portions were previously vacated alleys that were never sold to the abutting property owner.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Tract 1 Description:That portion of the alley in Block 17, Downing Place, City of Waterloo, Black Hawk County, Iowa, lying South of line between a point on the West line of Lot 16 that is 12 feet south of the Northwest corner of Lot 16 and a point on the East line of Lot 11 that is 58 feet north of the Northeast corner of Lot 12 and lying North of a line between a point on the West line of Lot 16 that is 57 feet north of the Southwest corner of Lot 15 and a point on the East line of Lot 12 that is 41 feet north of the Southeast corner of Lot 12.

Tract 2 Description:
That portion of the alley in Block 17, Downing Place, City of Waterloo, Black Hawk County, Iowa, lying South of a line between the Northeast corner of Lot 13 and the Northwest corner of Lot 14 and lying North of a line between the Southeast corner of Lot 13 and the Southwest corner of Lot 14.

Reserving an easement for public utilities over, under, upon, and across the described tracts.

ATTACHMENTS

1. 1130 ANSB_PIZZA HUT
2. Purchase Offer

Index Legend	
Location Description:	**Block 17 Downing Place Waterloo, Iowa**
Requestor:	**City of Waterloo Planning & Zoning**
Proprietor:	**City of Waterloo, Iowa**
Surveyor:	**William W. Castle**
Surveyor Company:	**City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703**
Return To:	**715 Mulberry St, Waterloo, IA 50703 291-4312**

Alley Vacate - Exhibit "A"

Portions of the Alley in Block 17, Downing Place, City of Waterloo, Black Hawk County, Iowa

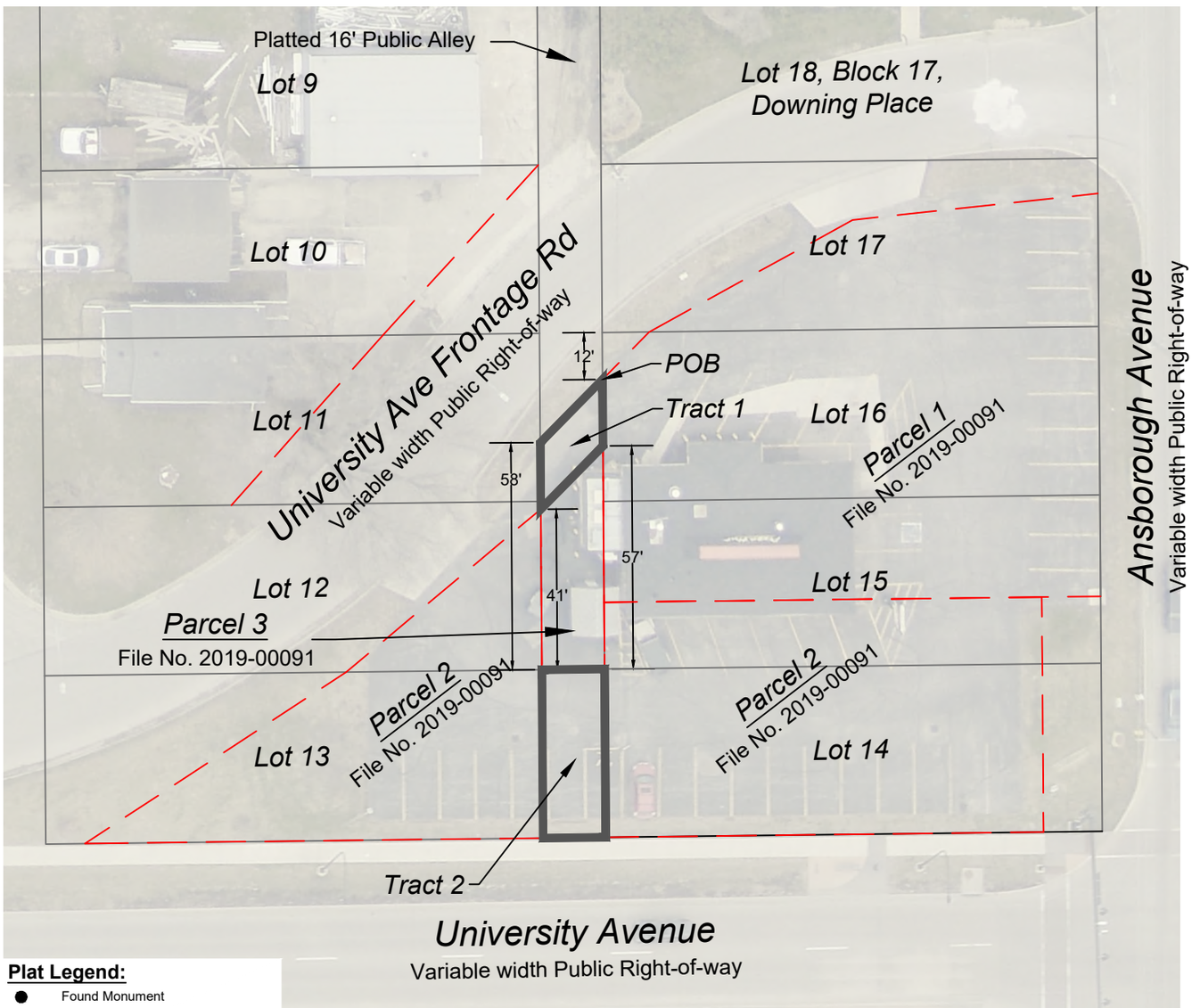
Tract 1 Description:

That portion of the alley in Block 17, Downing Place, City of Waterloo, Black Hawk County, Iowa, lying South of line between a point on the West line of Lot 16 that is 12 feet south of the Northwest corner of Lot 16 and a point on the East line of Lot 11 that is 58 feet north of the Northeast corner of Lot 12 and lying North of a line between a point on the West line of Lot 16 that is 57 feet north of the Southwest corner of Lot 15 and a point on the East line of Lot 12 that is 41 feet north of the Southeast corner of Lot 12.

Tract 2 Description:

That portion of the alley in Block 17, Downing Place, City of Waterloo, Black Hawk County, Iowa, lying South of a line between the Northeast corner of Lot 13 and the Northwest corner of Lot 14 and lying North of a line between the Southeast corner of Lot 13 and the Southwest corner of Lot 14.

Reserving an easement for public utilities over, under, upon, and across the described tracts.



Plat Legend:

- ● Found Monument
- ○ Set 5/8" x 24" Rebar w/Blue Cap "Iowa - 19715"
- (123.45') Record Measurement
- 123.45' Field Measurement

0 20 40

Scale: 1 inch = 40 feet

N

Survey Notes:

1. No field survey work was conducted in the creation of this plat. All lines and distances based on use of Black Hawk County parcel line work and Quit Claim Deed, File No. 2019-00091 of the Black Hawk County Recorder's Office.

PRELIMINARY

I hereby certify that this surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

William W. Castle, PLS **Date**
License Number 19715
My License Renewal Date is December 31, 2027.

Pages or sheets covered by this seal : _____

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

Drawn By: WWC Scale: 1" = 40'
Field Work Date:
Date Drawn: 7-21-2026

Sheet No. **1** of **1**

Lexi Schneider

From: Jason K. Burgett <burgett@ccj.com>
Sent: Monday, July 20, 2026 9:43 AM
To: Lexi Schneider
Cc: Kathleen L. Cannon; Matthew A. Long; Christoph Cushman; Stefan Cushman
Subject: RE: 1130 Ansborough Ave Waterloo, IA

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside the City of Waterloo email system. Do not click links or open unexpected attachments unless you recognize the sender and know the content is safe.

Lexi,

Please move forward with documents and instructions/requests Waterloo needs make this happen. Clients are fine with the asking price.

Jason

From: Lexi Schneider <Lexi.Schneider@waterloo-ia.org>
Sent: Friday, July 17, 2026 10:36 AM
To: Jason K. Burgett <burgett@ccj.com>
Cc: Kathleen L. Cannon <cannon@ccj.com>; Matthew A. Long <long@ccj.com>
Subject: RE: 1130 Ansborough Ave Waterloo, IA

Yes, that will be ok.

Lexi Schneider
Economic Development Specialist
City of Waterloo
(319)291-4366

From: Jason K. Burgett <burgett@ccj.com>
Sent: Friday, July 17, 2026 9:30 AM
To: Lexi Schneider <Lexi.Schneider@waterloo-ia.org>
Cc: Kathleen L. Cannon <cannon@ccj.com>; Matthew A. Long <long@ccj.com>
Subject: RE: 1130 Ansborough Ave Waterloo, IA

CAUTION: This email originated from outside the City of Waterloo email system. Do not click links or open unexpected attachments unless you recognize the sender and know the content is safe.

Lexi – we believe, but cannot say with certainty at this time, that our clients will accept this offer as described below, but we won't be able to discuss this with them until next week. Can we get back to you Tuesday or Wednesday?

Jason

From: Lexi Schneider <Lexi.Schneider@waterloo-ia.org>
Sent: Tuesday, July 14, 2026 12:36 PM
To: Jason K. Burgett <burgett@ccj.com>
Cc: Kathleen L. Cannon <cannon@ccj.com>; Matthew A. Long <long@ccj.com>
Subject: RE: 1130 Ansborough Ave Waterloo, IA

Jason,

The alley to the north comes out to be $2,176.00 ($8.00 a square foot). The total for both vacated alleys will be $7,728.80. Is Pebble Hill good with paying this amount for the areas? If so, I will continue to move forward with the sale and conveyance.

Thanks,
Lexi Schneider
Economic Development Specialist
City of Waterloo
(319)291-4366

From: Jason K. Burgett <burgett@ccj.com>
Sent: Wednesday, July 8, 2026 10:55 AM
To: Lexi Schneider <Lexi.Schneider@waterloo-ia.org>
Cc: Kathleen L. Cannon <cannon@ccj.com>; Matthew A. Long <long@ccj.com>
Subject: RE: 1130 Ansborough Ave Waterloo, IA

CAUTION: This email originated from outside the City of Waterloo email system. Do not click links or open unexpected attachments unless you recognize the sender and know the content is safe.

Thanks, Lexi. Keep me posted and let me know what you need from this end.

Jason

From: Lexi Schneider <Lexi.Schneider@waterloo-ia.org>
Sent: Wednesday, July 8, 2026 11:52 AM
To: Jason K. Burgett <burgett@ccj.com>
Cc: Kathleen L. Cannon <cannon@ccj.com>; Matthew A. Long <long@ccj.com>
Subject: RE: 1130 Ansborough Ave Waterloo, IA

Jason,

The City is interested in conveying the north parcel too. I will have our Engineer get a survey for that area and be in touch with cost.

FYI, Right now, I am planning to place this sale and conveyance on our August 3rd Council agenda to set the date of public hearing as August 17th.

Thanks,
Lexi Schneider
Economic Development Specialist

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as August 17, 2026, to authorize the sale and conveyance of 315 E. 4th Street to Try Pie in the amount of $1.00, including a Development and Minimum Assessment Agreement in the amount of $565,000.00 for 315 E. 4th Street and 311 E. 4th Street, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo is proposing to sell and convey 315 E 4th Street to Try Pie in the amount of $1.00 in the future, after the City receives the property from Waterloo Development Corporation. The acquisition of the property from Waterloo Development Corporation was part of the Development Agreement approved on February 17, 2025.
The Try Pie Development Agreement will include the redevelopment of 311 and 315 E. 4th Street. The buildings will undergo an approximately $2 million renovation to become the new home of Try Pie. The buildings will have a minimum assessed value of $565,000.00 upon completion.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

A part of Lots Nos. 5 and 6 m Block No. 29 in the Original Plat, on the East Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa, described as follows: Commencing at a point on the Southeasterly line of said Lot No. 5 that is 140 feet Southwesterly of the Northeasterly comer of said Block No. 29; thence running Northwesterly along a line parallel with the Northeasterly line of said Lots Nos. 5 and 6 to the Southeasterly line of the alley running through said Block No. 29, thence Southwesterly along the Southeasterly line of said alley 20 feet more or less to a point that is 20 feet Northeasterly of the Southwesterly line of said Lot No. 6; thence Southeasterly to a point on the Southeasterly line of said Lot No. 5 that is 20 feet Northeasterly of the most Southerly corner of said Lot No. 5; thence Northeasterly along the Southeasterly line of said Lot No 5 a distance of 20 feet more or less to the point of beginning.
(Locally known as 315 E. 4th Street, Waterloo, Iowa)
And
The Southwesterly 20 feet of Lot No. 5, the Northeasterly 20 feet of Lot No 8 in Block No. 29 in the Original Plat, on the East side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa, except the Northwesterly 1 foot thereof
(Locally known as 311 E. 4th Street, Waterloo, Iowa)

ATTACHMENTS

1. Develoment Agreement -- AJM (7-27-2026)

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 Try Pie (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").

B. Company is willing and able to finance development and improvements on the real property locally known as 311 E. 4th Street and 315 E. 4th Street, collectively referred to as the "Property" and legally described in Exhibit A (and which is located within the Urban Renewal Area).

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 support Company's application for Community Catalyst Grant funding 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 support is 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 $1.00 (the "Purchase Price"). Conveyance shall be by quitclaim deed, subject to all (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Property; and (c) restrictions imposed by the City zoning ordinances and other applicable law. City 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.

2. **Condition-Precedent to Sale of Property and Other Terms.** Pursuant to a separate Development Agreement entered into between the current owner of the Property and the City, the current owner of the Property is to convey the Property to the City. The terms of this Development Agreement, including the City's obligation to convey the Property to Company as set forth in Section 1 above, is conditioned upon the City obtaining title to the Property by conveyance from the current owner or its successors or assigns by no later than the ____ day of _____, 2026. The City shall not have any obligation to acquire or obtain title to the Property by any legal process or action.

3. **Improvements by Company.** Company shall rehabilitate the buildings and incidental infrastructure or features, on the Property in accordance with this Agreement, including but not limited to, Section 4 (collectively referred to as the "Improvements" or "Project"). 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."

4. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of 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 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, which writing shall explain the reason for any such rejection, 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.

5. **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 eighteen (18) 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. Time of Conveyance. The City shall not convey title of the Property to Company unless and until Company delivers a written request for the conveyance, after which City shall complete the conveyance of the Property within thirty (30) days of said written request. Unless otherwise agreed to in a writing signed by the parties, Company shall have forty-eight (48) months from the date of this Agreement to deliver a written request for conveyance of the Property, and in the event that Company does not deliver such written request within that time period, then this Agreement shall be terminated without any further or additional action by the parties.

C. 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, City may terminate this Agreement as set forth elsewhere in 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.

6. **City Incentives.** City agrees to provide the following incentives in support of the Project:

a. Community Catalyst Grant Support. The City will support an application to Iowa Economic Development Authority for the Community Catalyst Grant for the Project.

7. **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.

8. **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.

9. **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.

10. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further

agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the '"MAA"') attached hereto as Exhibit "B"' it will not seek or cause a reduction in the assessed value for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $565,000.00 (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.

11. **Applicability of MAA and Related Terms to Company and Successors/Assigns.** The terms of Section 10 above, the terms of the MAA, and any other terms relating thereto, including terms or covenants prohibiting Company from seeking an exemption from property taxes on the basis of being a charitable organization, shall not be applicable to Company. However, all such terms and covenants shall be binding on the successors or assigns of Company, including but not limited to, any person or entity that Company conveys or transfers ownership of the Property to. Without limiting the foregoing, no term, provision, representation, or covenant contained in this Agreement or in the MAA prohibits Company from applying for and enjoying an exemption from real property taxes.

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

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

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements. 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. During the term of the Minimum Assessment Agreement attached as Exhibit B, Company shall not seek or consent to any reduction in the assessed value of the Property below the Minimum Actual Assessed Value established therein, except as may be required by a final, non-appealable order of a court of competent jurisdiction or by operation of applicable law. Nothing herein shall prohibit Company from contesting the assessed value of the Property to the extent the assessed value remains at or above the Minimum Actual Assessed Value established in the Minimum Assessment Agreement.

13. **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.

14. **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.

15. **Indemnification and Releases.**

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

invitees or anyone claiming through Company, 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, except to the extent caused by the negligence or willful misconduct of any such indemnified party or its officers, employees or agents.

B. Except for any willful misrepresentation, willful misconduct, negligence, 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 construction, ownership, maintenance, use, and operation of the Property or the Improvements by Company, or (3) any hazardous substance or environmental contamination located in or on the Property first occurring after the conveyance of the Property to Company or resulting from the acts or omissions of Company or its officers, employees, contractors, agents, tenants, or invitees. Notwithstanding the foregoing, Company shall have no responsibility under this Section for any hazardous substance or environmental contamination that existed on, under, or migrated to the Property prior to conveyance to the Company, except to the extent Company exacerbates, disturbs, or causes the spread of any such pre-existing condition.

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

16. **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.

17. **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, and (ii) 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.

18. **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, or except as provided for in Section 17;

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.

19. **Remedies.**

A. <u>Default by Company.</u> Whenever any Event of Default in respect of

Company occurs and is continuing, City may terminate this Agreement after first providing to Company 60 days' written notice of the Event of Default, and the Event of Default having not been cured within said 60-day period coupled by Company not diligently pursuing such cure. 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.

20. **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. Notwithstanding the foregoing, the provisions of this Section 20 are subject to the notice and cure provisions in Section 19.

21. **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.

22. **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.

23. **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, Megan Tensen, 522 Mulberry Street, Waterloo, Iowa 50703

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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

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

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

31. **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.

32. **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.

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

TRY PIE

By: _____

Name: _____

Title: _____

EXHIBIT A

Description

A part of Lots Nos. 5 and 6 in Block No. 29 in the Original Plat, on the East Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa, described as follows: Commencing at a point on the Southeasterly line of said Lot No. 5 that is 140 feet Southwesterly of the Northeasterly corner of said Block No. 29; thence running Northwesterly along a line parallel with the Northeasterly line of said Lots Nos. 5 and 6 to the Southeasterly line of the alley running through said Block No. 29, thence Southwesterly along the Southeasterly line of said alley 20 feet more or less to a point that is 20 feet Northeasterly of the Southwesterly line of said Lot No. 6; thence Southeasterly to a point on the Southeasterly line of said Lot No. 5 that is 20 feet Northeasterly of the most Southerly corner of said Lot No. 5; thence Northeasterly along the Southeasterly line of said Lot No 5 a distance of 20 feet more or less to the point of beginning.

(Locally known as 315 E. 4th Street, Waterloo, Iowa)

And

The Southwesterly 20 feet of Lot No. 5, the Northeasterly 20 feet of Lot No. 8 in Block No. 29 in the Original Plat, on the East side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa, except the Northwesterly 1 foot thereof

(Locally known as 311 E. 4th Street, Waterloo, Iowa)

EXHIBIT B

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 Try Pie (“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 and within the East Waterloo Unified Urban Renewal and Redevelopment Plan area, including the construction of certain improvements as described in the Development Agreement (the “Minimum Improvements”) on the Property (the “Project”); and

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

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

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

1. Upon completion of construction of the Minimum Improvements by Company, the minimum actual 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 $565,000.00 (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, 2030, 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, 2042. 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 file or pursue any protest, appeal, application for exemption, credit, abatement, or other proceeding that would reduce the actual assessed value of the Property below the Minimum Actual Assessed Value established by this Agreement. Nothing contained herein shall prohibit Owner from contesting or seeking correction of the assessed value of the Property, provided that the resulting actual assessed value is not reduced below the Minimum Actual Assessed.:

(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. As set forth in Section 11 of the DA, the terms of this MAA shall not be applicable to Company, but shall be binding on any successors or assigns to Company, including any person or entity that Company conveys or transfers ownership of the Property to. Without limiting the foregoing, no term, provision, representation, or covenant contained in this MAA or in the DA prohibits Company from applying for and enjoying an exemption from real property taxes.

11. 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 set forth above.

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

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, 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

TRY PIE

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on _____, by _____ as _____ (title) of Try Pie.

_____
Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than Five Hundred Sixty-Five Thousand and 00/ 100 Dollars ($565,000.00) 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

404.3C Assessment agreements - commercial property.

1. For revitalization areas established under this chapter on or after July 1, 2024, and for first-year exemption applications for property located in a revitalization area in existence on July 1, 2024, filed on or after July 1, 2024, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.

2. *a.* The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

> The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than $.....

b. The assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

2023 Acts, ch 71, §57, 59

Referred to in §419.17

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	August 3, 2026

AGENDA ITEM TITLE

Resolution setting the date of public hearing as August 17, 2026, to authorize the sale and conveyance of city-owned property located south of 3915 Valdez Drive to Raymond I. Harris and Clozelle R. Harris in the amount of $1,576.00, and instruct the City Clerk to publish public notice.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a request to set the date of public hearing as August 17, 2026, to authorize the sale and conveyance of city-owned property located south of 3915 Valdez Drive to Raymond I. Harris and Clozelle R. Harris in the amount of $1,576.00, and instruct the City Clerk to publish public notice.

The owners of 3915 have a privacy fence that extends into city-owned right-of-way, and they are asking to purchase a piece of that right-of-way so the fence will be completely on private property. The land where the fence was located was vacated on December 7, 1998, by Ordinance No. 4332, and a 17' easement was retained over, under and upon the entire area. Since this land has already been vacated, a formal vacate process is not needed by the Planning and Zoning Commission and City Council, as it was reviewed by both in 1998.

The assessed price per square foot of 3915 Valdez Drive is $3.86, and the area of land they would like to purchase is 817 square feet, which comes out to a full asking price of $3,153.00. But, since an easement has already been retained over the entire area, the Sale of City Property Policy allows the buyer to offer 50 percent of the full asking price, which is $1,576.00. Therefore, the monetary amount being offered meets the policy to dispose of city-owned land.

Attached to this letter is a signed application to purchase the vacated right-of-way with the amount being offered by the adjacent owners.

NEIGHBORHOOD IMPACT

Sale and conveyance of the land will not negatively impact the area. Neighboring homes to the west purchased some of this right-of-way when it was vacated in 1998.

DATA, ANALYSIS, AND STRATEGIES

Sale of city property

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 171 OF CENTRAL HEIGHTS II ADDITION, AS RECORDED IN BOOK R, PAGE 57 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE NORTH 89° 38' 33" EAST, 61.19 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF HUNTINGTON ROAD, ALSO BEING THE SOUTH LINE OF SAID LOT 171, TO THE EAST LINE OF SAID LOT 171; THENCE SOUTH 06° 23' 16" WEST, 9.00 FEET ALONG THE EXTENSION OF THE EAST LINE OF SAID LOT 171; THENCE SOUTH 81° 26' 30" WEST, 56.52 FEET TO A LINE 33.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH 89° 38' 33" WEST, 6.00 FEET ALONG SAID PARALLEL LINE TO THE NORTHERLY RIGHT-OF-WAY LINE OF HUNTINGTON ROAD; THENCE NORTH 05° 43' 12" EAST, 17.10 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 817 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

ATTACHMENTS

1. Application to Purchase
2. Plat of Survey
3. Aerial Map

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

CITY OF WATERLOO
Planning & Zoning

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

Applicant (Business Name if Applicable: RAYMOND AND CLOZELLE HARRIS

Complete Address: 3915 VALDEZ DR. Phone No.: 319-529-7719

Email:

General Description of Property to Vacated (i.e.- alley between A St. & B St., South of C St.):
SOUTH OF 3915 VALDEZ DR.

Legal description of area to be conveyed, vacated, or encroached: SEE ATTACHED PLAT OF SURVEY

1. **A non-refundable filing fee(s)** shall be made as follows (checks payable to City of Waterloo):
   - Right-of-way vacation – One Hundred Seventy Five Dollar ($175.00) Filing Fee
   - Easement or sidewalk vacation – Seventy Five Dollar ($75.00) Filing Fee
   - Encroachment – One Hundred Dollar ($100.00) Filling Fee
   - Sale of city-owned property not required to be vacated – No Fee
   - Any request not meeting the Sale of Property Policy – One Hundred Dollar ($100.00) Fee
2. **Offer Price***[Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.]
   - Asking price (see attached Sale of Property Policy for how calculated): $3,153.00
     ASSED PRICE PER SQ = $3.86
   - Deductions
     - May decrease price by 50% for area located within an easement: $1,576.00
     - May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
     - Costs (surveying & misc., demolition, remove of curbs, etc): _____

   Asking price – Deductions = Value of Property: _____

Offer Price for Entire Area: $1,576.00

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

PLEASE NOTE: **The City of Waterloo will never ask you for electronic payment. We accept checks or cash only. Publication and Recording Fees***: At the time a buyer(s) has been selected, all publication costs and recording fees must be paid by the applicant. Applicant shall be responsible for collecting from other buyers.

3. **Easement***: The following easement shall be retained:
   EASEMENT ALREADY OVER ENTIRE AREA.
4. **Other**: Please provide a site plan and/or aerial photo of the area to be vacated if the request involves additional construction as the reason for the request.

Raymond L + Clozelle R. Harris | Raymond L + Clozelle Harris | July 14, 2024
Applicant | Print Name | Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements

Index Legend	
Location:	SW NE, Section 29, Township 89N, Range 13W
Requestor:	City of Waterloo
Proprietor:	City of Waterloo
Surveyor:	Wesley F. Shimp
Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 | (319) 365-9565

PLAT OF SURVEY

EXHIBIT "A"

SW1/4 NE1/4, SECTION 29, TOWNSHIP 89N, RANGE 13W
3915 VALDEZ DRIVE
HUNTINGTON ROAD AND KATOSKI DRIVE RECONSTRUCTION

PROPERTY OWNER:

CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IA 50703

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

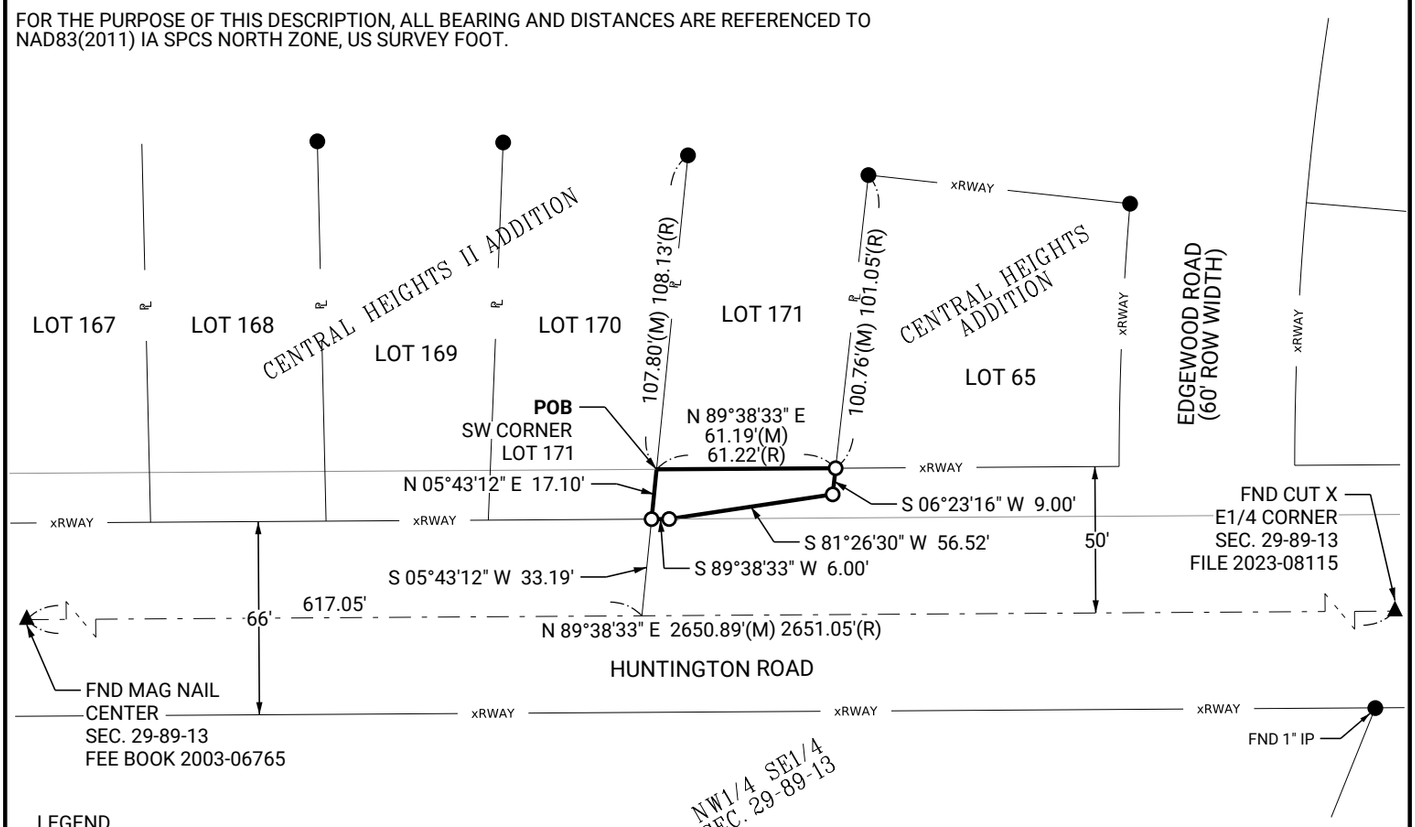
BEGINNING AT THE SOUTHWEST CORNER OF LOT 171 OF CENTRAL HEIGHTS II ADDITION, AS RECORDED IN BOOK R, PAGE 57 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE NORTH 89° 38' 33" EAST, 61.19 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF HUNTINGTON ROAD, ALSO BEING THE SOUTH LINE OF SAID LOT 171, TO THE EAST LINE OF SAID LOT 171; THENCE SOUTH 06° 23' 16" WEST, 9.00 FEET ALONG THE EXTENSION OF THE EAST LINE OF SAID LOT 171; THENCE SOUTH 81° 26' 30" WEST, 56.52 FEET TO A LINE 33.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH 89° 38' 33" WEST, 6.00 FEET ALONG SAID PARALLEL LINE TO THE NORTHERLY RIGHT-OF-WAY LINE OF HUNTINGTON ROAD; THENCE NORTH 05° 43' 12" EAST, 17.10 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 817 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

0 60
FEET

NOTE: PLAT OF SURVEY IS BEING CREATED TO ENCOMPASS THE FENCE LYING IN PART OF THE 17' WIDE STRIP OF VACATED HUNTINGTON ROAD THAT LIES SOUTHERLY OF LOT 171, CENTRAL HEIGHTS II ADDITION, AND TO BE DEEDED TO PROPERTY OWNER(S) OF LOT 171.



LEGEND

▲	FOUND SECTION CORNER MONUMENT
△	SET SECTION CORNER MONUMENT
●	FOUND 1" PINCH PIPE (UNLESS NOTED)
O	SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
(M)	MEASURED DIMENSION
(R)	RECORDED DIMENSION
I.R.	IRON ROD
I.P.	IRON PIPE
— - — -	SECTION LINE
– xRWAY –	RIGHT-OF-WAY LINE
	EXISTING LOT LINE
— ℄ —	PROPERTY LINE

FIELD SURVEY COMPLETED: JULY 2025

DRAFT

LICENSED PROFESSIONAL LAND SURVEYOR
WESLEY F. SHIMP
24243
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

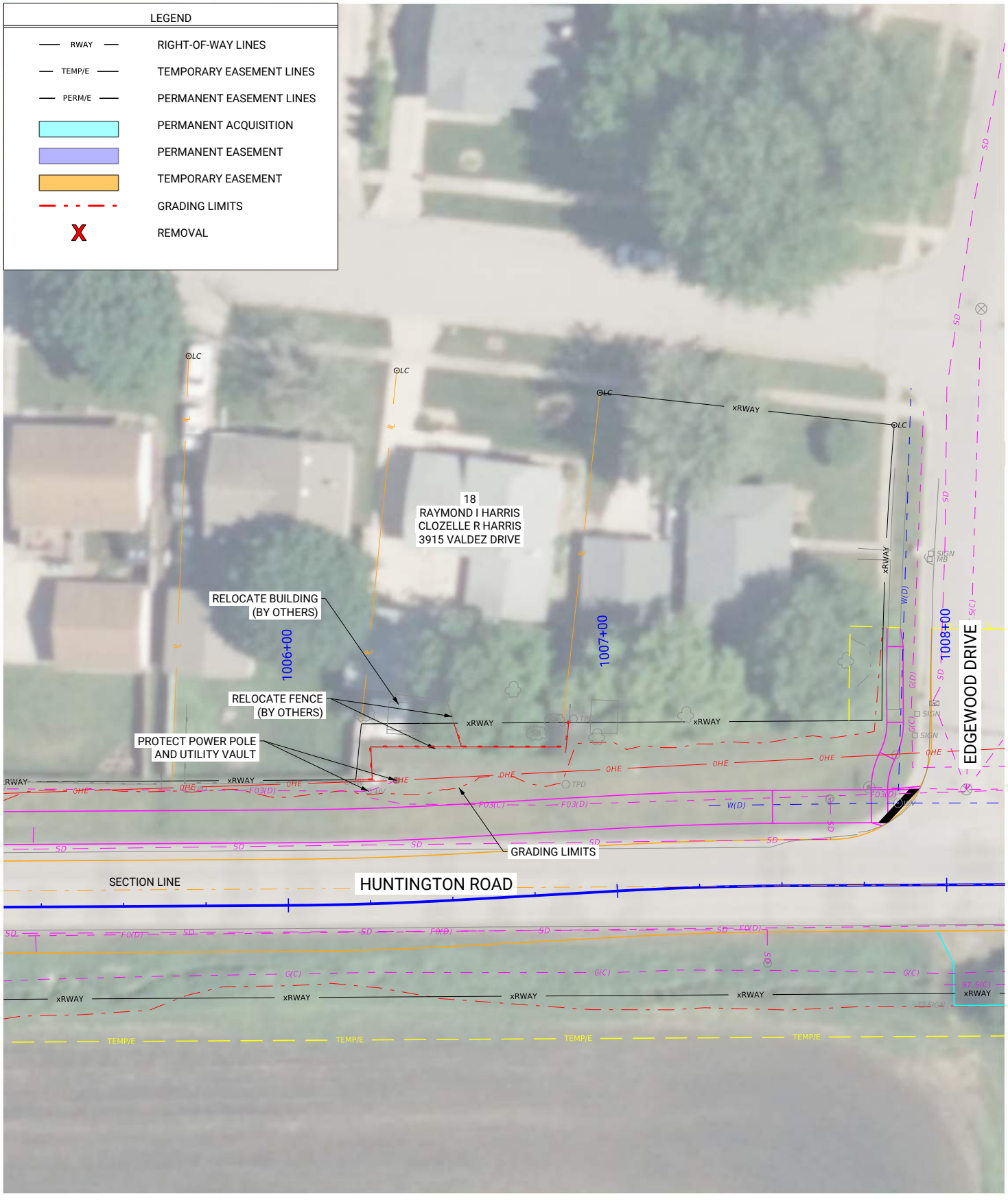
WESLEY F. SHIMP, P.L.S. DATE
License Number: 24243
My license renewal date is DECEMBER 31, 2026
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IA 50703
PHONE: (319) 291-4312

FOTH PROJECT NO. 25W013-00 DATE: 6/17/2026

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 ❖ Cedar Rapids, IA 52401-1931
❖ Phone: 319-365-9565 ❖

SHEET
1 OF 1



HUNTINGTON RD AND KATOSKI DR RECONSTRUCTION PARCEL IMPACT DISPLAY

Foth

PARCEL 18

0 20 40

SCALE: 1"= 40'

DRAWN: G. MEIDENBAUER CHECKED: A. FLOY

12/4/2025 11:16:06 AM pw://foth-pw.bentley.com:foth-pw-01/Documents/Clients/Waterloo IA C/Huntington Road and Katoski Drive Recons/CAD/Displays/Parcel Displays/0025W013.00_PARC

© 2025 Microsoft Corporation © 2025 Maxar ©CNES (2025) Distribution Airbus DS

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	August 3, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as August 17, 2026, to approve the request by the City of Waterloo to rezone approximately 4.86 acres from “R-3” Multiple Residence District to “R-2,R-P” Planned Residence District and “R-3,R-P” Planned Multiple Residence District for the development of sixteen lots and the expansion of Birdee Cottage, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo is proposing to rezone this property from “R-3” Multiple Residence District to “R-2, R-P” Planned Residence District and “R-3,R-P” Planned Residence District for the development of 16 lots and the expansion of Birdee Cottage.

The proposed rezone was brought before the Planning, Programming, and Zoning Commission on December 9, 2025, but the decision was made to recommend tabling the item so that decisions could be made on leaving enough property for an expansion of Birdee Cottage and the fate of the private street, Fairway Lane, along with gaining neighborhood input.

After discussions, it was decided to continue with the proposed rezone of a majority of the property to “R-2,R-P” for the development of 16 home lots and rezone the northern triangle of the property to “R-3,R-P” to allow for the expansion of Birdee Cottage on a 17th lot.

The site plan shows 16 lots with single-family homes, along with a lot for the expansion of Birdee Cottage. The Birdee Cottage expansion will need to go through a Site Plan Amendment in the future when they have finalized their plans and design.

NEIGHBORHOOD IMPACT

The request to rezone the property does not appear to have a negative impact on the surrounding area, as the area is largely residential, and the rezone will make the property site plan specific.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

A public hearing was held by the Planning, Programming, and Zoning Commission at their July 14, 2026 meeting, where they recommended approval of the request 7-0 and notice was sent to all property owners within 250 feet.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

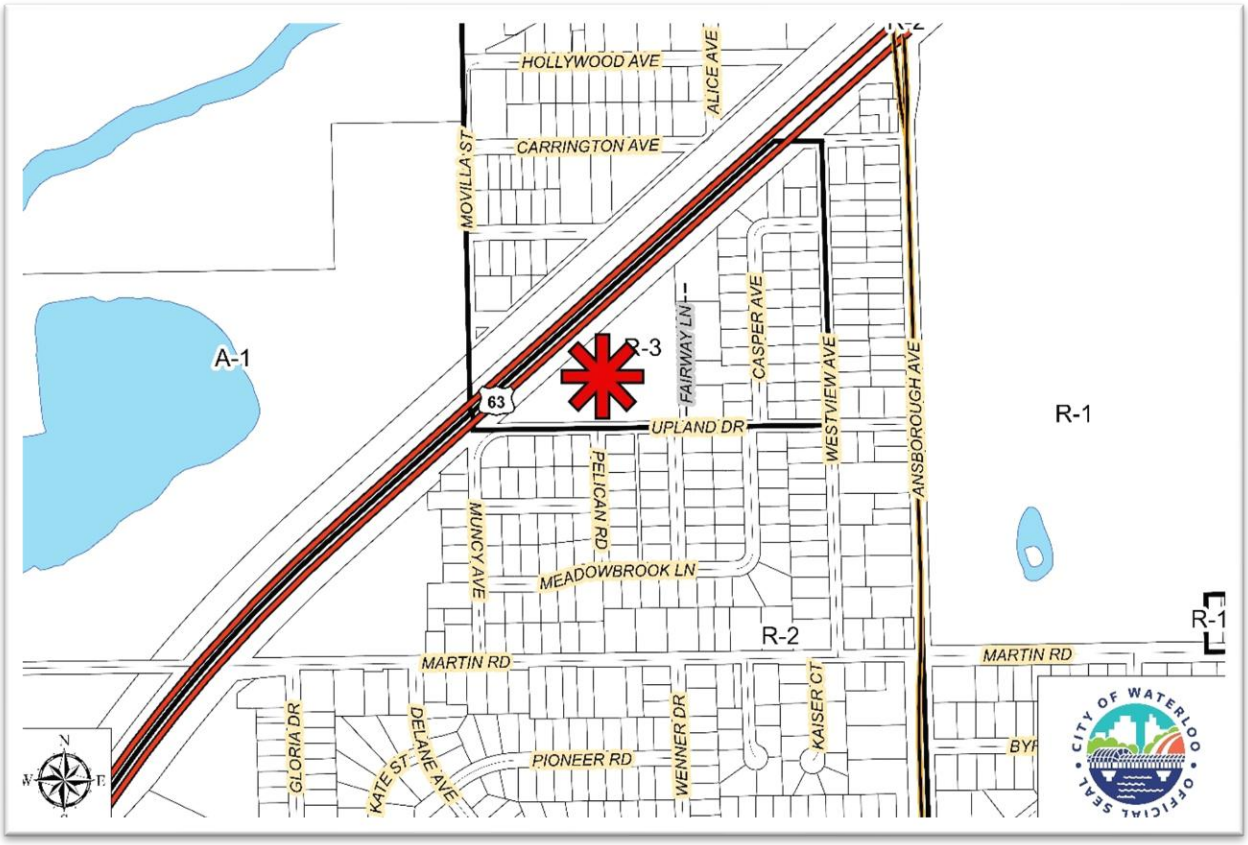
Lot 22, Park View Gardens, except those portions conveyed for Highway purposes in Deed Book 418 Page 495 and Deed Book 474 Page 575, and the West 75 feet of Lot 23, Park View Gardens, except that portion conveyed for Highway purposes in Deed Book 474 Page 575, City of Waterloo, Black Hawk County, Iowa, except the following:
Commencing at the Southeast corner of Lot 22, Park View Gardens; thence North 01°56’45” West 371.09 feet along the East line of Lot 22 to the Point of Beginning of this exception; thence continuing North 01°56’45” West along said East line 226.75 feet to the Southeasterly Right-of-Way line of US Highway 63; thence South 48°56’12” West along said Southeasterly Right-of-Way line 350.20 feet; thence North 89°16’40” East 271.77 feet to the Point of Beginning.

ATTACHMENTS

1. Staff Report - 310 Upland (July 2026)

CITY OF WATERLOO
Planning & Zoning

TO:	Planning, Programming, and Zoning Commission
PREPARER:	John Dornoff, Planner II
PZ MEETING DATE:	July 14, 2026
REQUEST:	Rezone approximately 4.86 acres from “R-3” Multiple Residence District to “R-2,R-P” Planned Residence District and “R-3,R-P” Planned Multiple Residence District for the development of 16 lots and the expansion of Birdee Cottage.
APPLICANT:	City of Waterloo
LOCATION:	310 Upland Drive

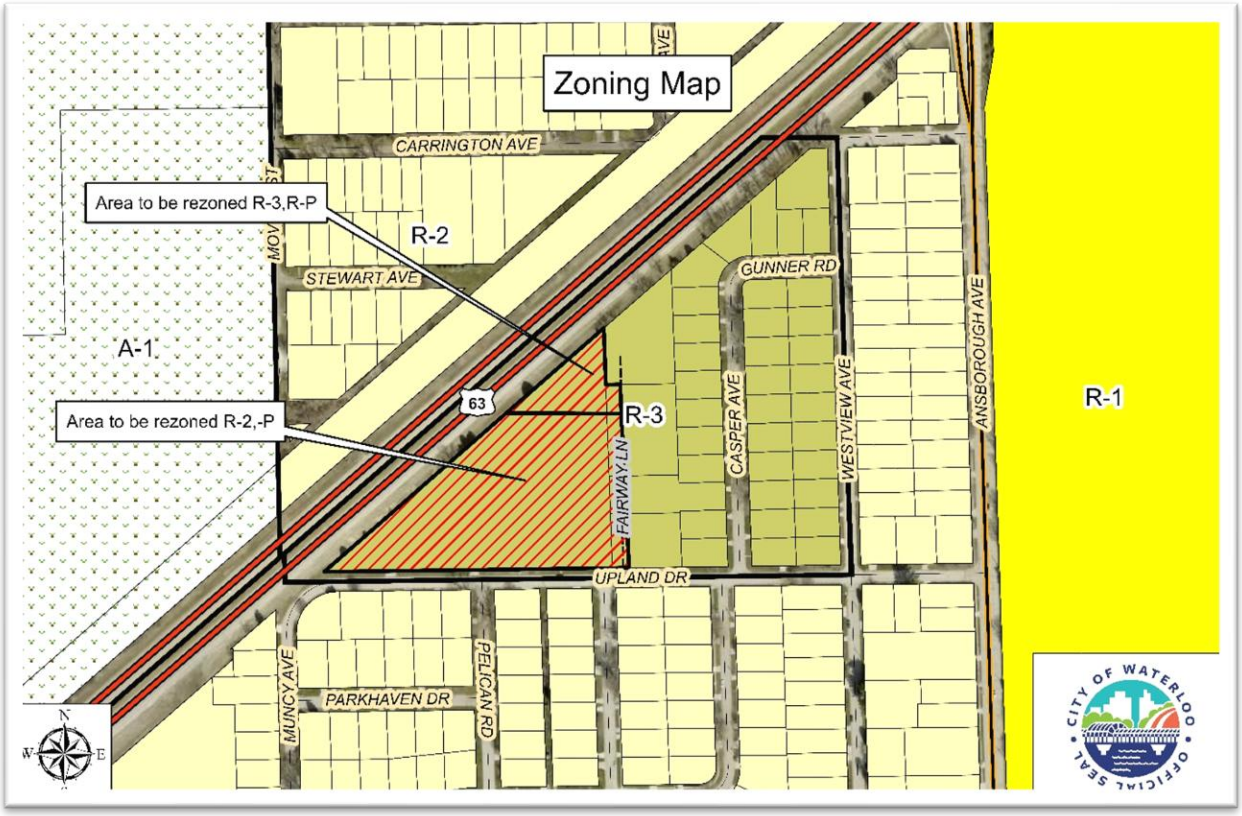


SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to rezone the property does not appear to have a negative impact on the surrounding area, as the area is largely residential, and the rezone will make the property site plan specific.

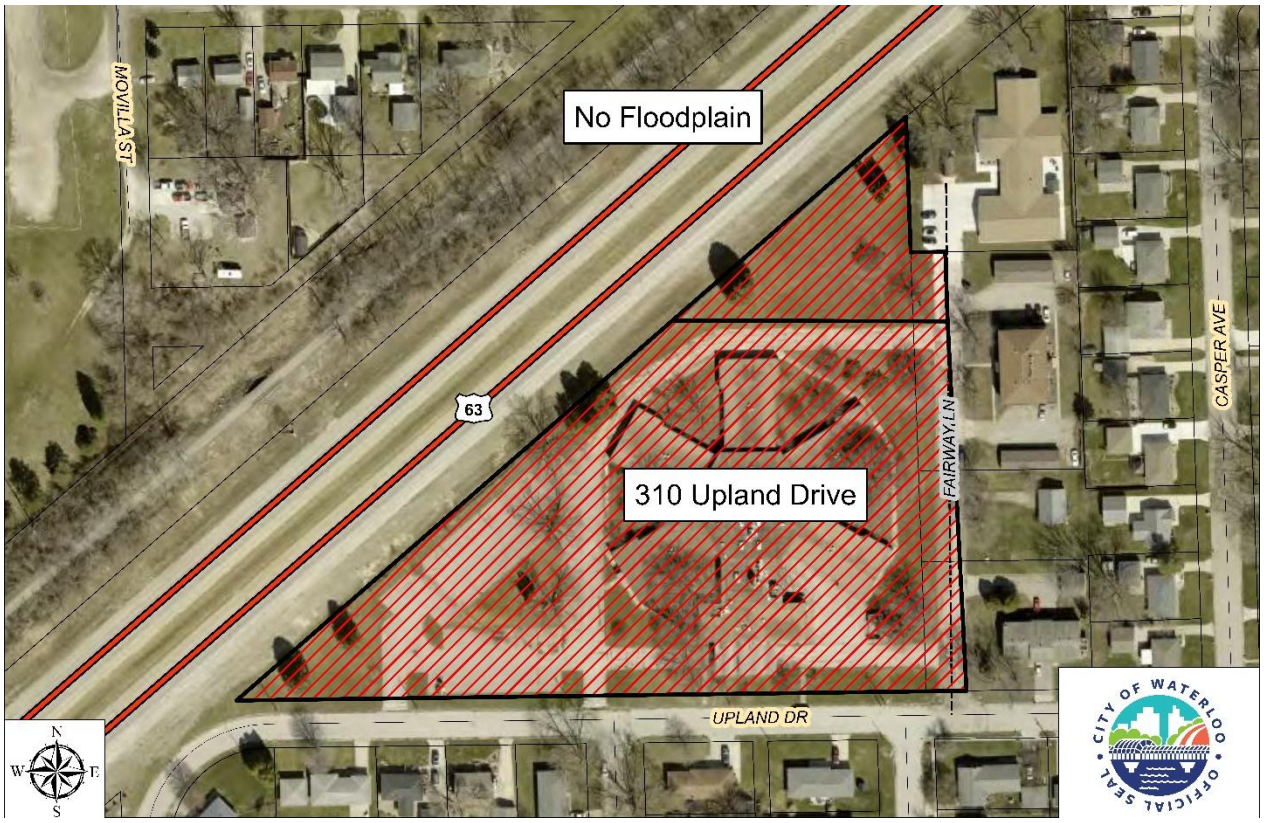


VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed rezone would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by Fairway Lane, which is currently a private road that will become a city-owned right-of-way, and by Upland Drive, which is a local street.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The Sergeant Road trail is located on the west side of US Highway 63, approximately 240 feet from the property in question.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “R-3” Multiple Residence District since the adoption of the Zoning Ordinance in 1969. Surrounding land uses and their zoning designations are as follows: **North** – US Highway 63 and residential zoned “R-2” One and Two Family Residence District. **South** – Upland Drive and residential zoned “R-2” One and Two-family Residence District. **East** – Private Fairway Lane and residential zoned “R-3” Multiple Residence District.

West – US Highway 63, residential, and sports fields zoned “R-2” One and Two Family Residence District and “A-1” Agricultural District.



DEVELOPMENT HISTORY:	Residential built between 1964 and 1981. The site in question had a nursing home facility that was demolished in 2025.
PUBLIC /OPEN SPACES/ SCHOOLS:	Kingsley Elementary School is located 0.93 miles to the east, Hoover Middle School is located 1.42 miles to the southeast, Central Middle School (future Waterloo United High School) is located 1.42 miles to the northwest, and West High School is located 1.59 miles to the southeast.
FLOODPLAIN:	No portion of the property is located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0282F, dated July 18, 2011.



DRAINAGE:	The proposed request would not appear to have a negative impact upon drainage in the area. As the property redevelops, it will need to meet modern drainage requirements.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is an 8” sanitary sewer line in Upland Drive west of 307 Upland Drive, a 48” sanitary sewer line along US Highway 63, a 36” storm sewer in Upland Drive, and a water line in Upland Drive. There are also overhead utility lines located along the north side of Upland Drive.



STAFF ANALYSIS – ZONING ORDINANCE	The rezone meets all requirements of the Zoning Ordinance.
STAFF ANALYSIS – SUBDIVISION ORDINANCE	The applicants are proposing to subdivide the property, and have submitted a Preliminary Plat for approval.
TECH REVIEW AND UPDATES:	Weliver asked about the width of the roads, which needed to be at least 28 feet, to which Castle responded they are 31 feet. Schroeder asked about detention, to which Castle explained where detention would be Tract A.
PLANNING, PROGRAMMING, AND ZONING COMMISSION:	The Planning, Programming, and Zoning Commission voted 8-0 at their July 14, 2026 meeting to recommend approval of the request, and there was no public opposition to the request.



Picture 1: Looking northwest toward Sergeant Road (US Highway 63)



Picture 2: Looking at the existing Birdee Cottage.



Picture 3: Looking south along Fairway Lane.



Picture 4: Looking south at the former Nursing Home site toward the homes on the south side of Upland Drive.



Picture 5: Looking southeast from the northwest corner of the property.



Picture 6: Looking southwest from the northeast corner of the property.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

The Future Land Use Map designates this area as *Low-Density Residential.* The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.



STAFF ANALYSIS – SITE ANALYSIS:

The City of Waterloo is proposing to rezone this property from "R-3" Multiple Residence District to "R-2, R-P" Planned Residence District and "R-3,R-P" Planned Residence District for the development of 16 lots and the expansion of Birdee Cottage.

The proposed rezone was brought before the Planning, Programming, and Zoning Commission on December 9, 2025, but the decision was made to recommend tabling the item so that decisions could be made on leaving enough property for an expansion of Birdee Cottage and the fate of the private street, Fairway Lane, along with gaining neighborhood input.

After discussions, it was decided to continue with the proposed rezone of a majority of the property to "R-2,R-P" for the development of 16 home lots and rezone the northern triangle of the property to "R-3,R-P" to allow for the expansion of Birdee Cottage on a 17th lot.

The site plan shows 16 lots with single-family homes, along with a lot for the expansion of Birdee Cottage. The Birdee

Cottage expansion will need to go through a Site Plan Amendment in the future when they have finalized their plans and design.

STAFF RECOMMENDATION:

Therefore, staff recommends that the request by the City of Waterloo to rezone approximately 4.86 acres from “R-3” Multiple Residence District to “R-2, R-P” Planned Residence District and “R-3,R-P” Planned Residence District located at 310 Upland Avenue, be approved for the following reasons:

1. The request would appear to have a positive impact on the neighborhood, by removing an empty blighted structure and seeing new private investment.
2. The request would appear to have a positive impact on traffic conditions , by rebuilding Fairway Lane as a public roadway.
3. The request would be in conformance with the Future Land Use Map and Comprehensive Plan.
4. The rezone and site plan will create new infill lots in the primary growth boundary of the City of Waterloo.
5. The request would give Birdee Cottage an expansion opportunity that they do not currently have.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as August 17, 2026, to approve a request by the City of Waterloo to vacate approximately 1,988 square feet of city-owned right-of-way of West 3rd Street at the intersection of Norton Street.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The applicants have submitted an application for a preliminary plat that would include 14 buildable lots that will be created for residential development.
The area to be vacated is not needed for the right-of-way for West 3rd Street, and would be incorporated into the lots. The current right-of-way for West 3rd Street has a sharp corner. However, when the road was built, the road curves around the corner, leaving excess land that is not needed to maintain the required right-of-way width. Vacating the unneeded portion of right-of-way will allow it to be usable space. Portions of the vacated area will be within some of the lots in the preliminary plat the applicant has submitted, and the rest of the vacated area will be in Tract “A” on the plat.
Due to the location of the road, there will also be some land to the north of a portion of West 3rd Street that will be dedicated as part of the platting process to maintain the proper right-of-way width.

NEIGHBORHOOD IMPACT

The vacation request would not appear to have a negative impact upon the surrounding area as the area to be vacated is not needed to maintain the needed right of way for West 3rd Street.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

The Planning, Programming and Zoning Commission recommended approval of the request unanimously at their regular meeting on July 14, 2026.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

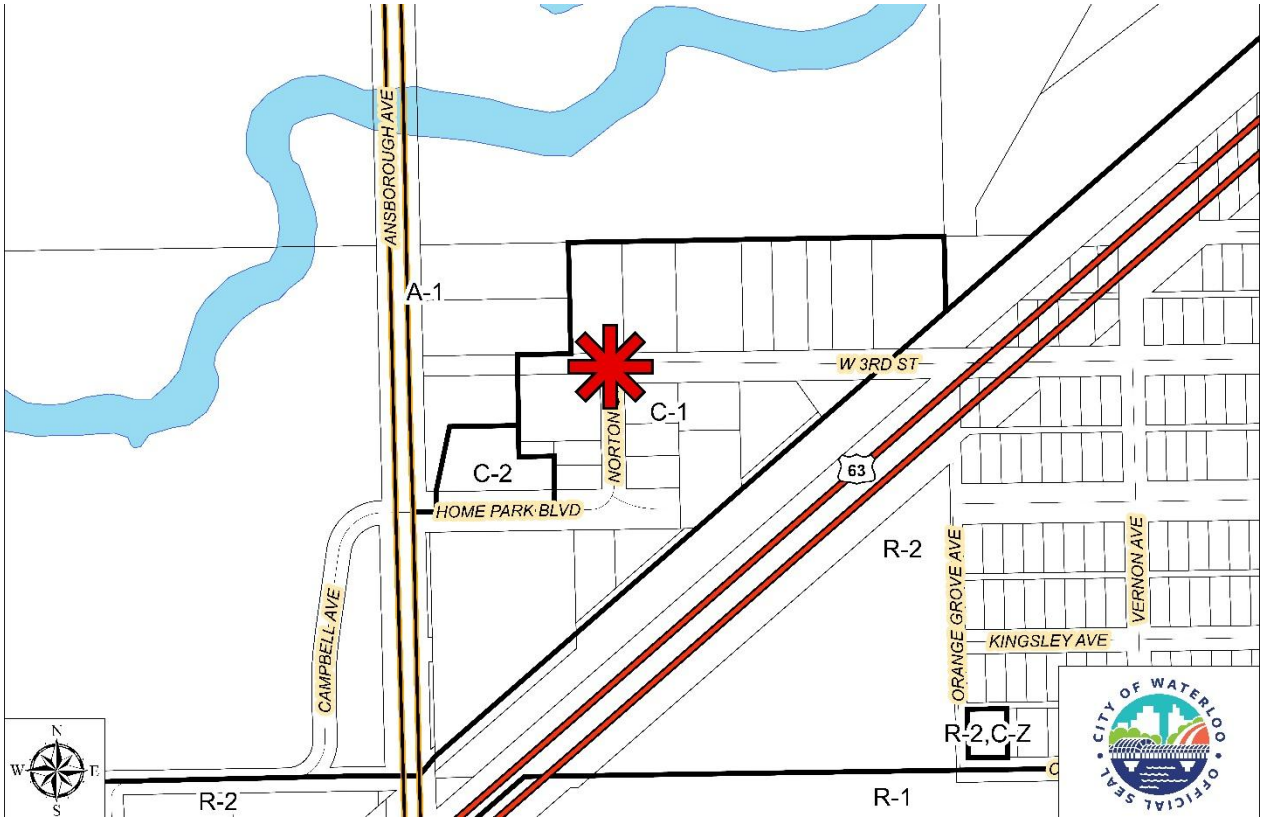
Parcel "D" of the Southwest Quarter of Section 27, Township 89 North, Range 13 West, being a portion of platted West Third and Norton Streets abutting Lots 6 and 10, Lewis Miller's Small Farms, in the City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:
Beginning at the Northeast corner of Lot 10, Lewis Miller's Small Farms; thence North 89°00'01" East along the North right-of-way line of West Third Street and the South line of Lot 6, Lewis Miller's Small Farms, 66.50 feet to the beginning of a 112.50 foot radius curve concave southeasterly and having a long chord of 122.29 feet bearing South 29°57'59" West; thence southwesterly and southerly along said curve, 129.28 feet to the West right-of-way line of Norton Street and the East line of said Lot 10; thence North 02°57'20" West along said West right-of-way and East lot line 105.96 feet to the point of beginning containing 1988 square feet.

ATTACHMENTS

1. W 3rd Street Vacate staff report

CITY OF WATERLOO
Planning & Zoning

TO:	Planning, Programming, and Zoning Commission
PREPARER:	Joseph Geilman, Planner I
PZ MEETING DATE:	July 14, 2026
REQUEST:	Vacate 1,988 square feet of city-owned right-of-way.
APPLICANT:	City of Waterloo
LOCATION:	Along West 3rd Street, at its intersection with Norton Street.



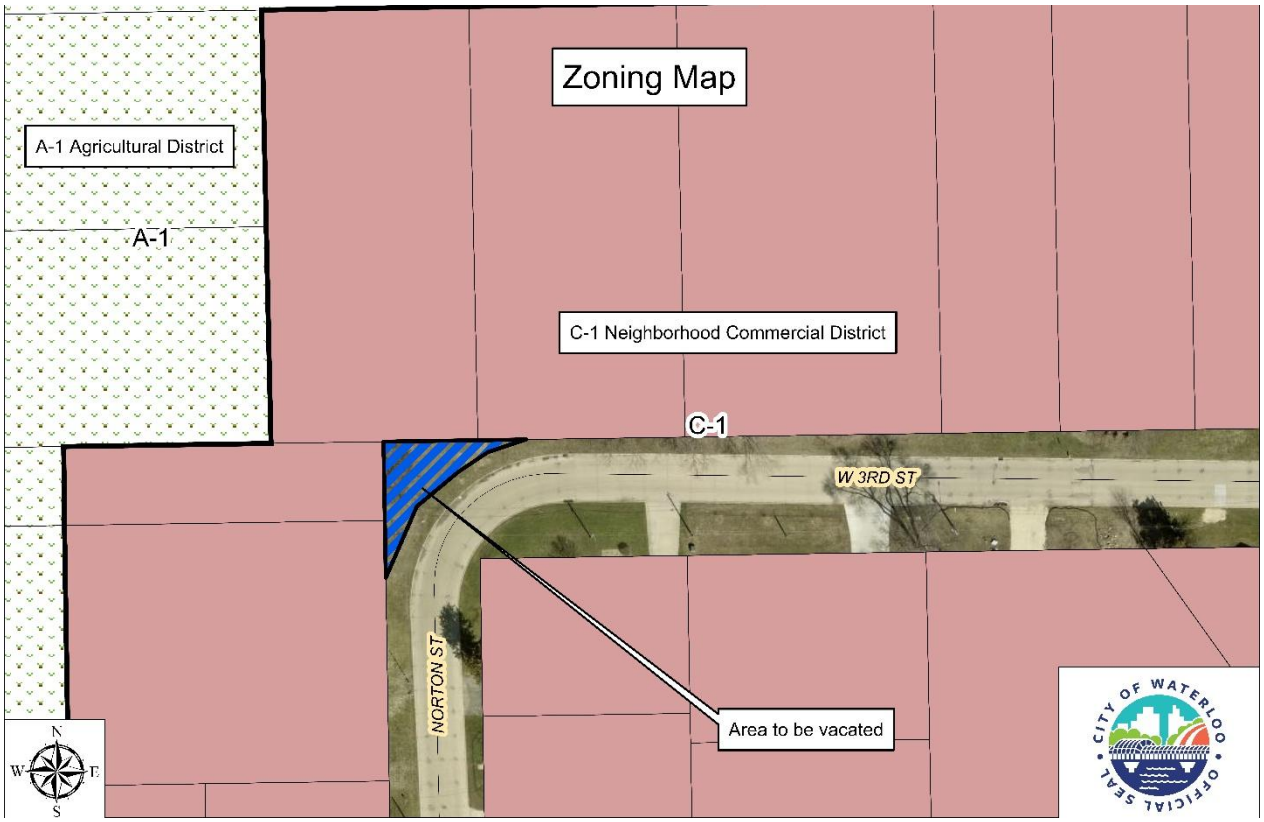
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The vacation request would not appear to have a negative impact upon the surrounding area as the area to be vacated is not needed to maintain the needed right of way for West 3rd Street.



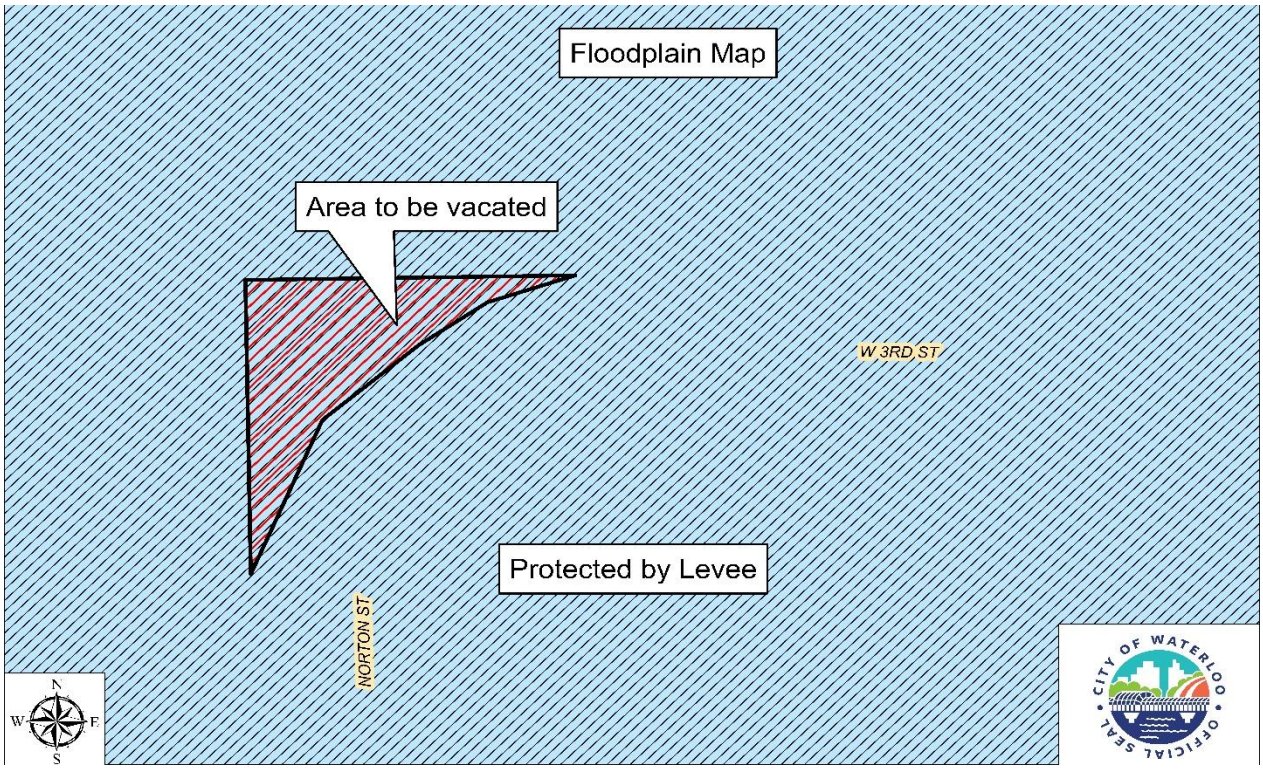
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed vacation would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The area to be vacated is along West 3rd Street at the intersection of West 3rd Street and Norton Street, both classified as local roads.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The Sergeant Road trail runs along Sergeant Road (Highway 63) adjacent to the site.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question that is in the “C-1” Neighborhood Commercial District has been zoned as such since the adoption of the zoning ordinance in 1969. The area that is currently zoned “A-1” Agricultural District was rezoned from the “U-1” Unclassified District in 1998. Surrounding land uses and their zoning designations are as follows: **North** – Katoski Greenbelt, zoned “A-1” Agricultural District. **South** – Single family and multi-family dwellings, zone “C-1” Neighborhood Commercial District.

East –Sergeant Road (Highway 63) and single family dwellings, zoned “R-2” One and Two Family Residence District.

West – Ansborough Avenue and Katoski Greenbelt zoned “A-1” Agricultural District.

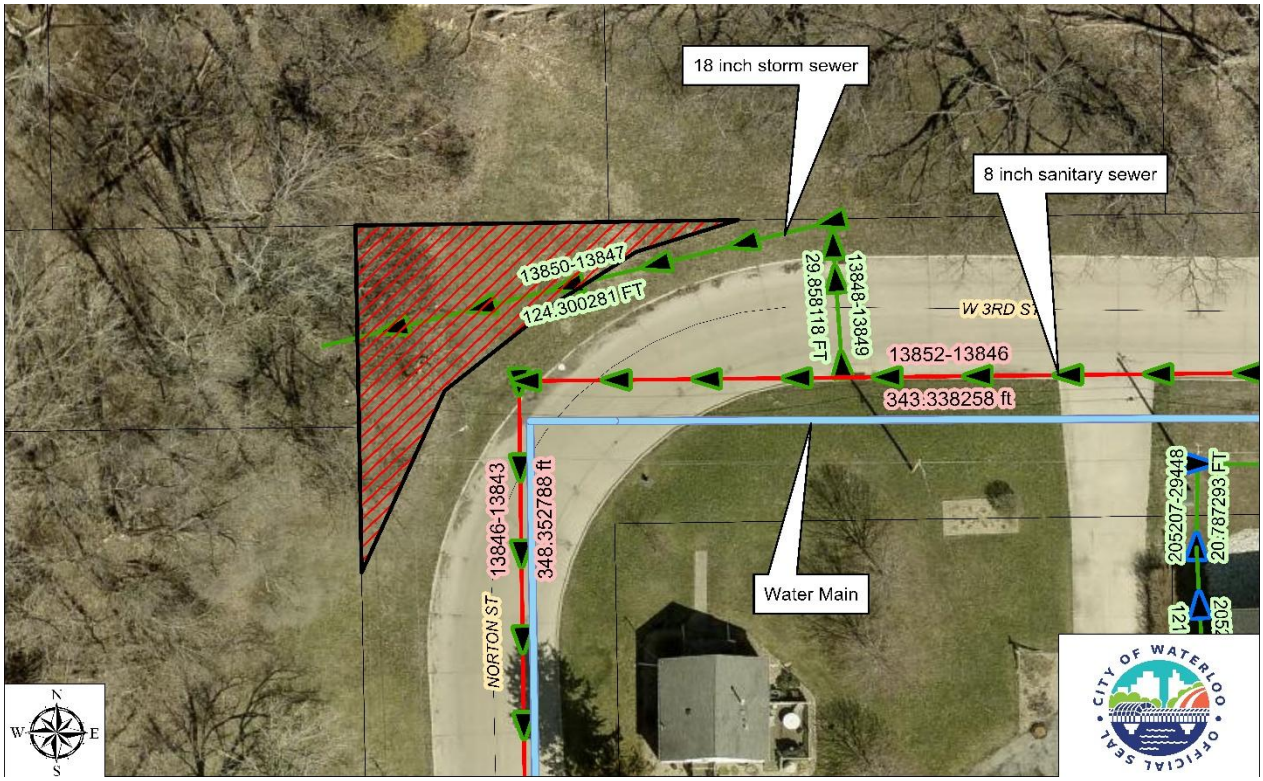


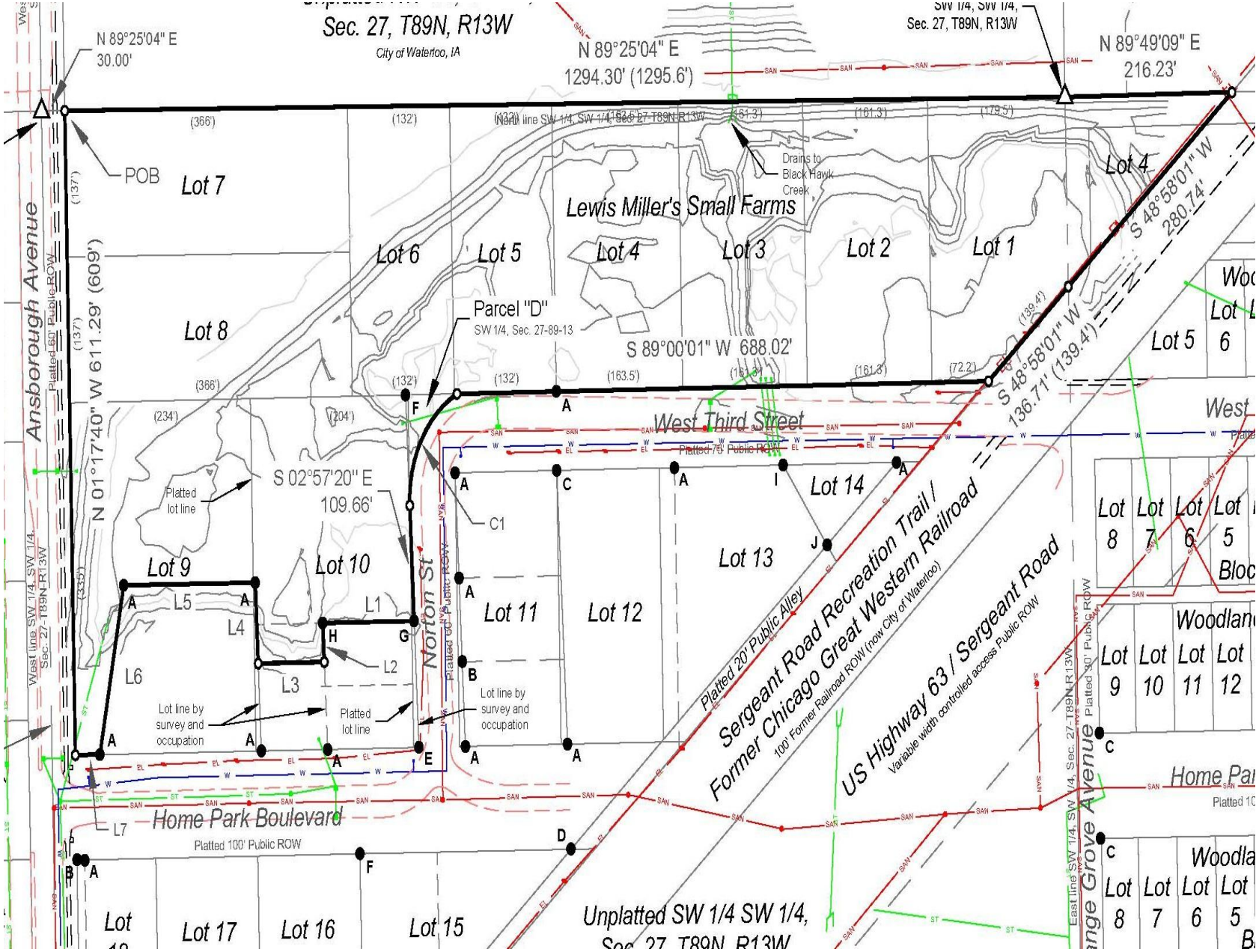
DEVELOPMENT HISTORY:	The surrounding area consists of some single family homes, built between 1909 and 1946, condos built in 2020 and 2024, and a vet clinic built in 1972.
PUBLIC /OPEN SPACES/ SCHOOLS:	There are no schools in the immediate vicinity. The Katoski Greenbelt is adjacent to the rezone area.
FLOODPLAIN:	The area to be vacated is not located within the Special Flood Hazard Area. It is located in Zone X Protected by Levee.



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

There are some 18” Storm Mains running in the right of way for West 3rd Street. There is also an 8” Sanitary Sewer Line and a 6” Water Main running along West 3rd Street and Norton Street.




Sec. 27, T89N, R13W
City of Waterloo, IA
N 89°25'04" E
30.00'
N 89°25'04" E
1294.30' (1295.6')
SW 1/4, SW 1/4,
Sec. 27, T89N, R13W
N 89°49'09" E
216.23'
POB
Lot 7
Lewis Miller's Small Farms
Lot 6
Lot 5
Lot 4
Lot 3
Lot 2
Lot 1
Lot 8
Lot 4
Drains to
Black Hawk
Creek
S 48°58'01" W
280.74'
Ansborough Avenue
Platted 60' Public ROW
N 01°17'40" W 611.29' (609')
Parcel "D"
SW 1/4, Sec. 27-89-13
S 89°00'01" W 688.02'
S 48°58'01" W
136.71' (139.4')
West Third Street
Platted 75' Public ROW
Lot 5
Lot 6
Lot 14
Lot 13
Lot 11
Lot 12
Lot 10
Lot 9
S 02°57'20" E
109.66'
Platted
lot line
C1
Norton St
Platted 60' Public ROW
Platted 20' Public Alley
Sergeant Road Recreation Trail /
Former Chicago Great Western Railroad
100' Former Railroad ROW (now City of Waterloo)
US Highway 63 / Sergeant Road
Variable width controlled access Public ROW
L1
L2
L3
L4
L5
L6
L7
Lot line by
survey and
occupation
Platted
lot line
Lot line by
survey and
occupation
Home Park Boulevard
Platted 100' Public ROW
Lot 17
Lot 16
Lot 15
Unplatted SW 1/4 SW 1/4,
Sec. 27, T89N, R13W
Lot 8
Lot 7
Lot 6
Lot 5
Block
Woodland
Lot 9
Lot 10
Lot 11
Lot 12
Platted 30' Public ROW
Grove Avenue
Home Par
Platted 10
Lot 8
Lot 7
Lot 6
Lot 5
Woodla
East line SW 1/4, SW 1/4, Sec. 27-T89N-R13W
West line SW 1/4, SW 1/4,
Sec. 27-T89N-R13W

Index Legend	
Location Description:	Lewis Miller's Small Farms SW 1/4, Sec. 27, T89N, R13W 5th PM Waterloo, Iowa
Requestor:	Noel Anderson, City of Waterloo
Proprietor:	City of Waterloo, Iowa
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312

Plat of Survey

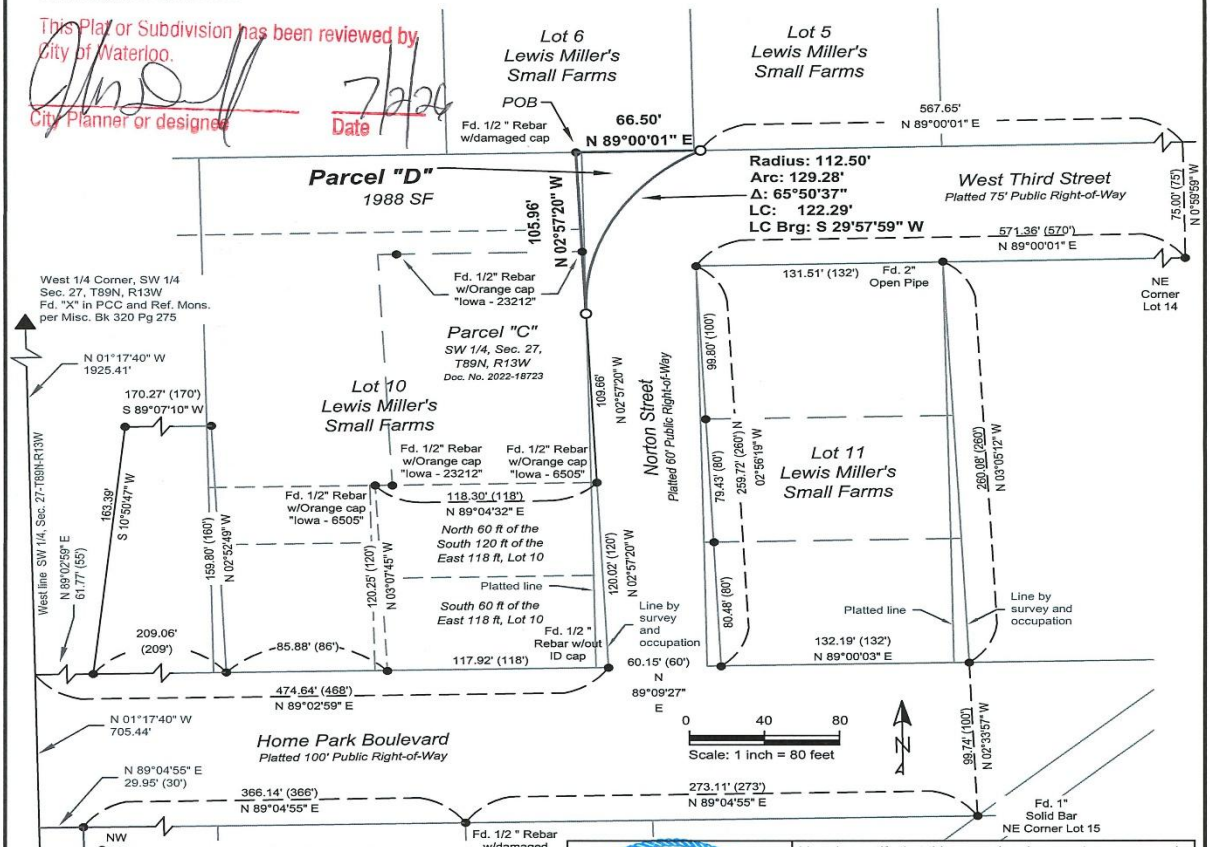
Parcel "D", Southwest 1/4, Section 27, Township 89 North,
Range 13 West 5th PM, City of Waterloo, Black Hawk County, Iowa

Parcel "D" Description:

Parcel "D" of the Southwest Quarter of Section 27, Township 89 North, Range 13 West, being a portion of platted West Third and Norton Streets abutting Lots 6 and 10, Lewis Miller's Small Farms, in the City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

Beginning at the Northeast corner of Lot 10, Lewis Miller's Small Farms; thence North 89°00'01" East along the North right-of-way line of West Third Street and the South line of Lot 6, Lewis Miller's Small Farms, 66.50 feet to the beginning of a 112.50 foot radius curve concave southeasterly and having a long chord of 122.29 feet bearing South 29°57'59" West; thence southwesterly and southerly along said curve, 129.28 feet to the West right-of-way line of Norton Street and the East line of said Lot 10; thence North 02°57'20" West along said West right-of-way and East lot line 105.96 feet to the point of beginning containing 1988 square feet.

This Plat or Subdivision has been reviewed by City of Waterloo.
City Planner or designee — Date 7/2/26



Plat Legend:

- ● Found Monument (1" Pinched Pipe unless noted)
- ○ Set 5/8" x 24" Rebar w/Blue Cap "Iowa - 19715"
- (123.45') Record Measurement
- 123.45' Field Measurement

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.
3. Parcel letters issued by the Black Hawk County Auditor's Office on June 29, 2026.

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

I hereby certify that this surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

William W. Castle — 7/2/2026

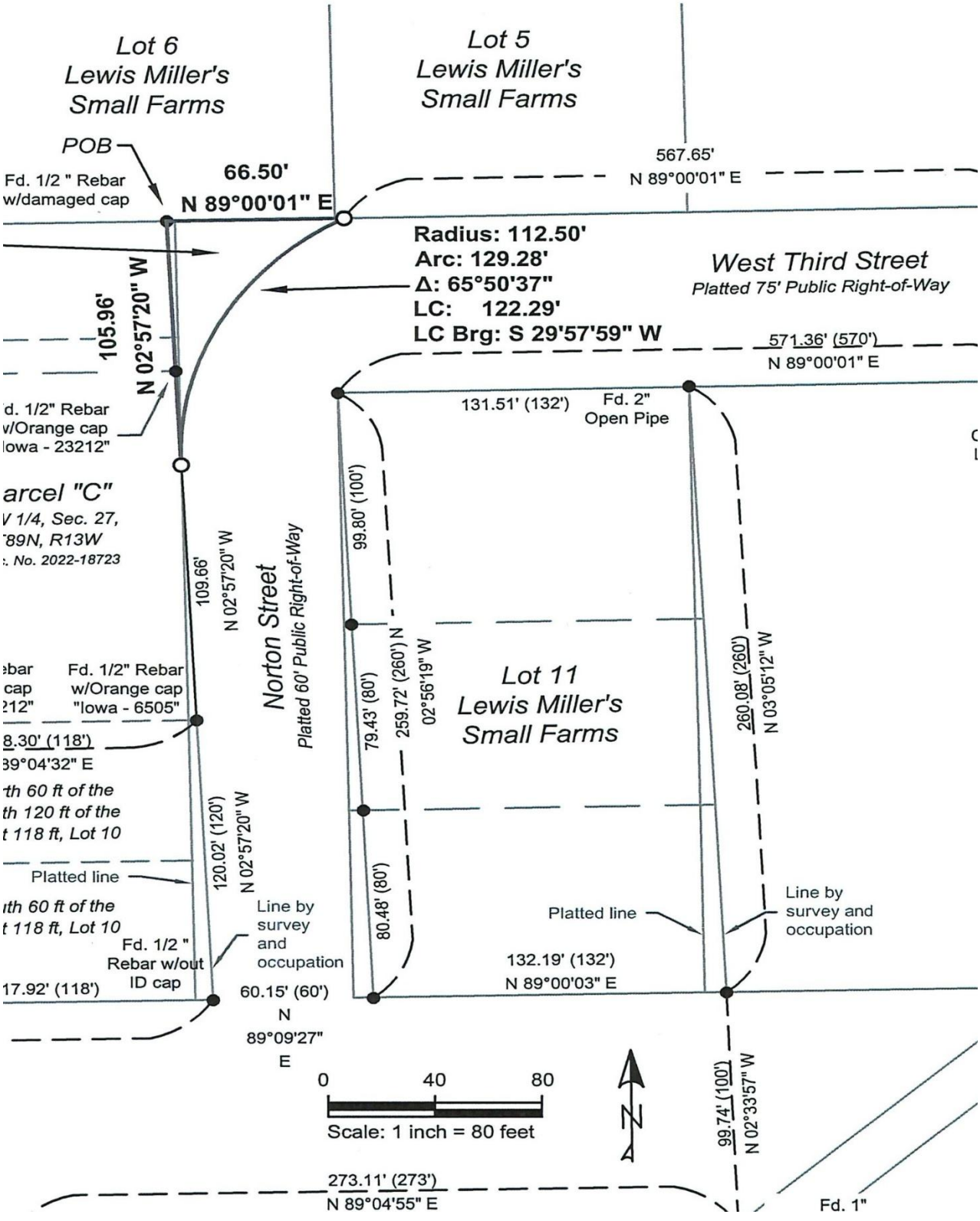
William W. Castle, PLS — **Date**
License Number 19715
My License Renewal Date is December 31, 2027.
Pages or sheets covered by this seal : 1/1

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

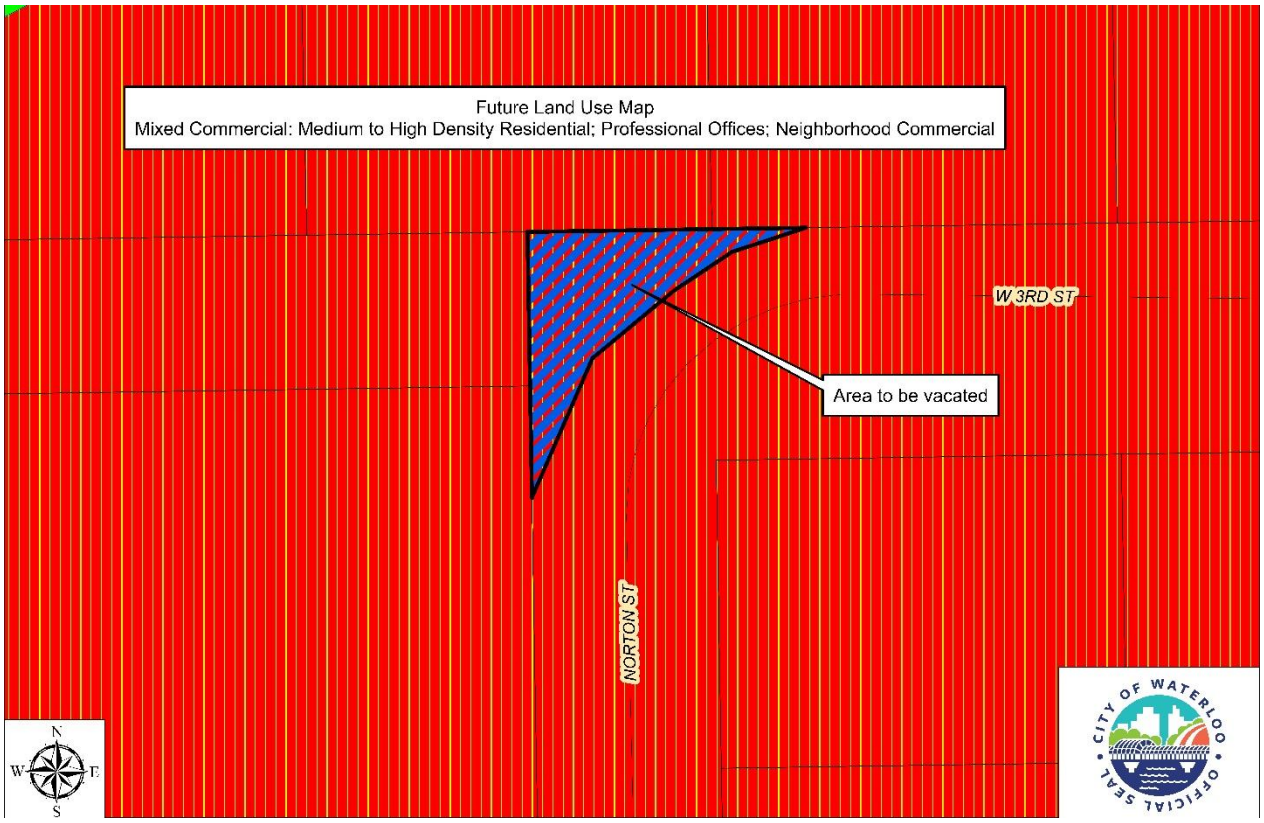
Drawn By: WWC Scale:
Field Work Date: 8-9&12-2024
Date Drawn: 7-2-2026

Sheet No. 1 of 1

mall Farms; thence North 89°00'01" East along the North right-of-way line of West Third Street
0 feet to the beginning of a 112.50 foot radius curve concave southeasterly and having a long
southwesterly and southerly along said curve, 129.28 feet to the West right-of-way line of Norton
0" West along said West right-of-way and East lot line 105.96 feet to the point of beginning



DRAINAGE:	Stormwater detention is not needed for this request to vacate public right-of-way.
STAFF ANALYSIS – SUBDIVISION ORDINANCE	The applicants have submitted an application for a preliminary plat that would include 14 buildable lots will be created for residential development.
STAFF ANALYSIS – SITE ANALYSIS:	The area to be vacated is not needed for the right-of-way for West 3rd Street. The current right-of-way for West 3rd Street has a sharp corner. However, when the road was built, the road curves around the corner, leaving excess land that is not needed to maintain the required right-of-way width. Vacating the unneeded portion of right-of-way will allow it to be usable space. Portions of the vacated area will be within some of the lots in the preliminary plat the applicant has submitted, and the rest of the vacated area will be in Tract “A” on the plat. Due to the location of the road, there will also be some land to the north of a portion of West 3rd Street that will be dedicated as part of the platting process to maintain the proper right-of-way width.
TECH REVIEW AND UPDATES	There were no comments on this request.
PLANNING, PROGRAMMING AND ZONING COMMISSION	The Planning Commission recommended approval of the request unanimously at their regular meeting on July 14, 2026.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	This area is designated as Mixed Commercial: Medium to High Density Residential, Professional Offices, Neighborhood Commercial on the Future Land Use Map, a component of the Comprehensive Plan. This request is in conformance with that designation.



STAFF RECOMMENDATION:

Therefore, staff recommends that the request by the City of Waterloo to vacate approximately 1,988 square feet of city-owned right-of-way of West 3rd Street at the intersection of Norton Street, be approved for the following reasons:

1. The request would not appear to have a negative impact on traffic conditions in the area.
2. The area to be vacated is not needed for the West 3rd Street right-of-way.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	August 3, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing for August 17, 2026, to approve a request by the City of Waterloo to rezone approximately 10.67 acres from “C-1” Neighborhood Commercial District and “A-1” Agricultural District to “R-3,R-P” Planned Multiple Residence District for the development of fourteen lots of single-family homes and town homes located along West 3rd Street and Norton Street west of Sergeant Road.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The rezone area meets all the requirements of the Zoning Ordinance, as the rezone area is larger than 2 acres, which is the minimize size to request to change the zoning to an “R-P” zoning district.
The applicant is proposing to rezone 10.67 acres of land from “C-1” Neighborhood Commercial District and “A-1” Agricultural District to “R-3,R-P” Planned Multiple Residence District to allow for 14 new residential lots.
This area was a wooded detention basin at the base of the flood control levee that flanks Black Hawk Creek. The trees have already been removed, and some grading work is happening. The area used for the detention basin is being shrunk, and the basin will be deepened, to still maintain the proper water storage capacity for the flood control system. With the reduced detention basin footprint, there is now area available for infill housing.
The rezone area is an ideal location for infill housing due to its nearness to Highway 63 and is close to other residential neighborhoods.
The “R-P” designation allows some flexibility with the design of the subdivision to fully utilize the land but is site plan specific, so provides assurance to neighbors for what will be built, with any changes having to go through a Site Plan Amendment process, which would include notice to neighbors. The plan is to either have all 14 lots be single family homes, or be mostly single family homes, with townhomes on the lots whose frontage is along Norton Street.

NEIGHBORHOOD IMPACT

The rezone request would not appear to have a negative impact upon the surrounding area as it would allow for housing at a good location for infill housing, and there is already residential uses adjacent to the site in question.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

The Planning, Programming, and Zoning Commission recommended approval of the request unanimously at their regular meeting on July 14, 2026, and notice was sent to property owners within 250 feet.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Admore Addition, a replat of Lots 1 through 10, Lewis Miller's Small Farms, that part of Block 4, Woodland Addition, including vacated Orange Grove Avenue and vacated Reber Street lying northwesterly of the former Chicago Great Western Railroad, and Parcel "D" of the Southwest Quarter of Section 27, Township 89 North, Range 13 West, and excepting therefrom the South 83 feet of Lot 10, Lewis Miller's Small Farms, the South 120 feet of the East 118 feet of Lot 10, Lewis Miller's Small Farms, and that part of Lot 9, Lewis Miller's Small Farms described in File no. 2011-12996 recorded in the Black Hawk County Recorder's Office, all in the City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

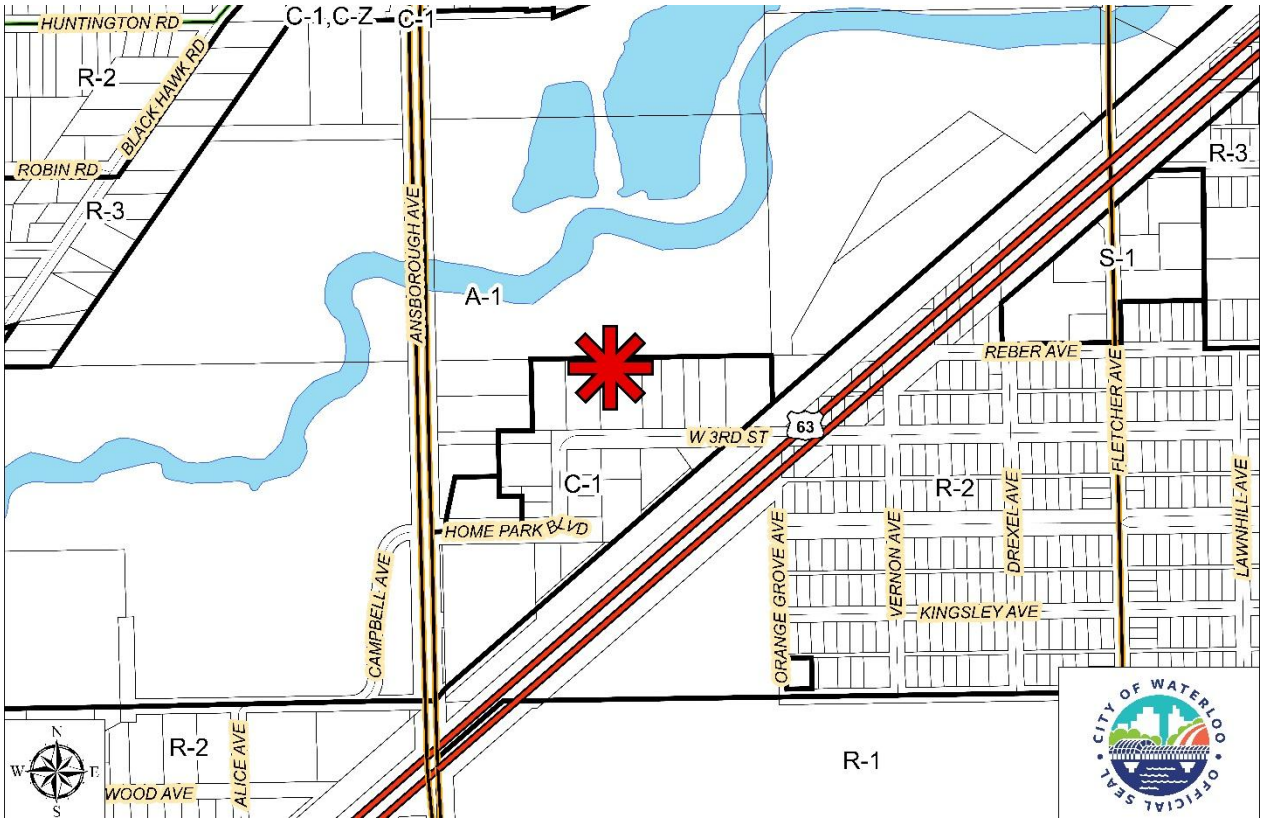
Beginning at the Northwest corner of 7, Lewis Miller's Small Farms; thence North 89°25'04" East along the North line of Lewis Miller's Small Farms, 1294.30 feet to the Northeast corner of Lot 1, Lewis Miller's Small Farms; thence North 88°49'05" East along the North line Woodlawn Addition, 216.23 feet to the Northwesterly line of the former Chicago Great Western Railroad; thence South 48°58'01" East along Northwesterly line to a Southeast corner of Lot 1, Lewis Miller's Small Farms; thence continuing South 48°58'01" East along said Northwesterly Railroad line 136.71 feet to the North right-of-way line of West Third Street; thence S98°00'01" West along the said North right-of-way line 688.02 feet to the Northeasterly corner of Parcel "D" of the Southwest Quarter of Section 27, Township 89 North, Range 13 West, being the beginning of a 112.50 foot radius curve concave southeasterly and having a long chord of 122.29 feet bearing South 29°57'59" West; thence southwesterly and southerly along said curve, 129.28 feet to the West line of Norton Street; thence South 02°57'20" West along said West line 109.66 feet to the North line of the South 120 feet of the East 118 feet of Lot 10, Lewis Miller's Small Farms; thence South 89°04'32" West along said North line 118.30 feet to the West line of said South 120 feet of the East 118 Feet; thence South 03°07'45" East along said West line 37.02 feet to the North line of the South 83 feet of said Lot 10; thence South 89°02'59" West along the North line of said South 83 feet 85.51 feet to the East line of Lot 9, Lewis Miller's Small Farms; thence North 02°52'56" West along said East line 76.73 feet to the North line of the South 160 feet of said Lot 9; thence South 89°07'10" West 170.27 feet; thence South 10°50'47" West 163.39 feet to a point on the South line of Lot 9 that is 209 feet west of the Southeast corner of said Lot 9; thence South 89°02'59" West along the South line of Lot 9 and also being the North right-of-way line of Home Park Boulevard, 31.77 feet to the Southwest corner of Lot 9; thence North 01°17'40" West along the West lines of Lots 9, 8 and 7 of Lewis Miller's Small Farms, said line also being the East right-of-way line of Ansborough Avenue, 611.29 feet to the point of beginning, containing 10.67 acres.

ATTACHMENTS

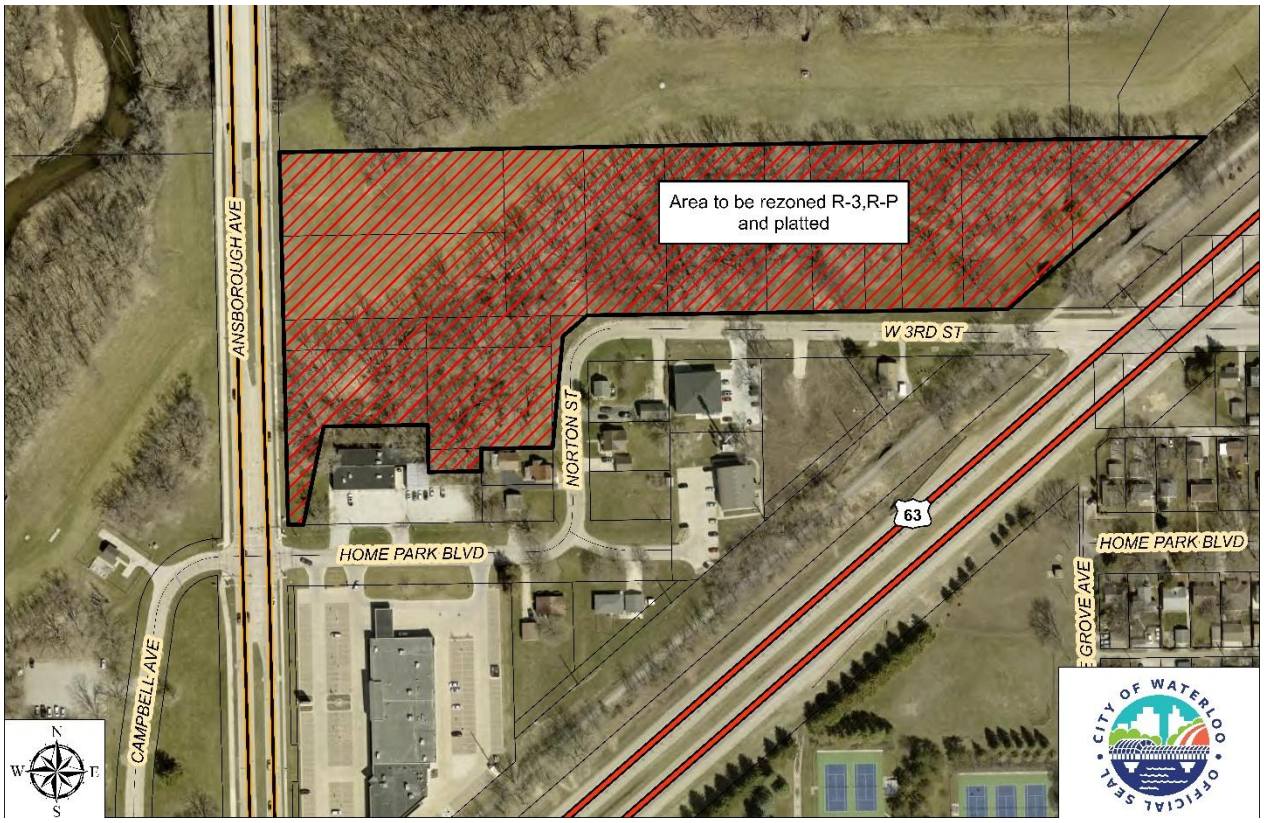
1. W 3rd Street Rezone staff report

CITY OF WATERLOO
Planning & Zoning

TO:	Planning, Programming, and Zoning Commission
PREPARER:	Joseph Geilman, Planner I
PZ MEETING DATE:	July 14, 2026
REQUEST:	Rezone 10.67 acres from “C-1” Neighborhood Commercial District and “A-1” Agricultural District to “R-3,R-P” Planned Residence District.
APPLICANT:	City of Waterloo
LOCATION:	Along West 3rd Street and Norton Street, west of Sergeant Road.



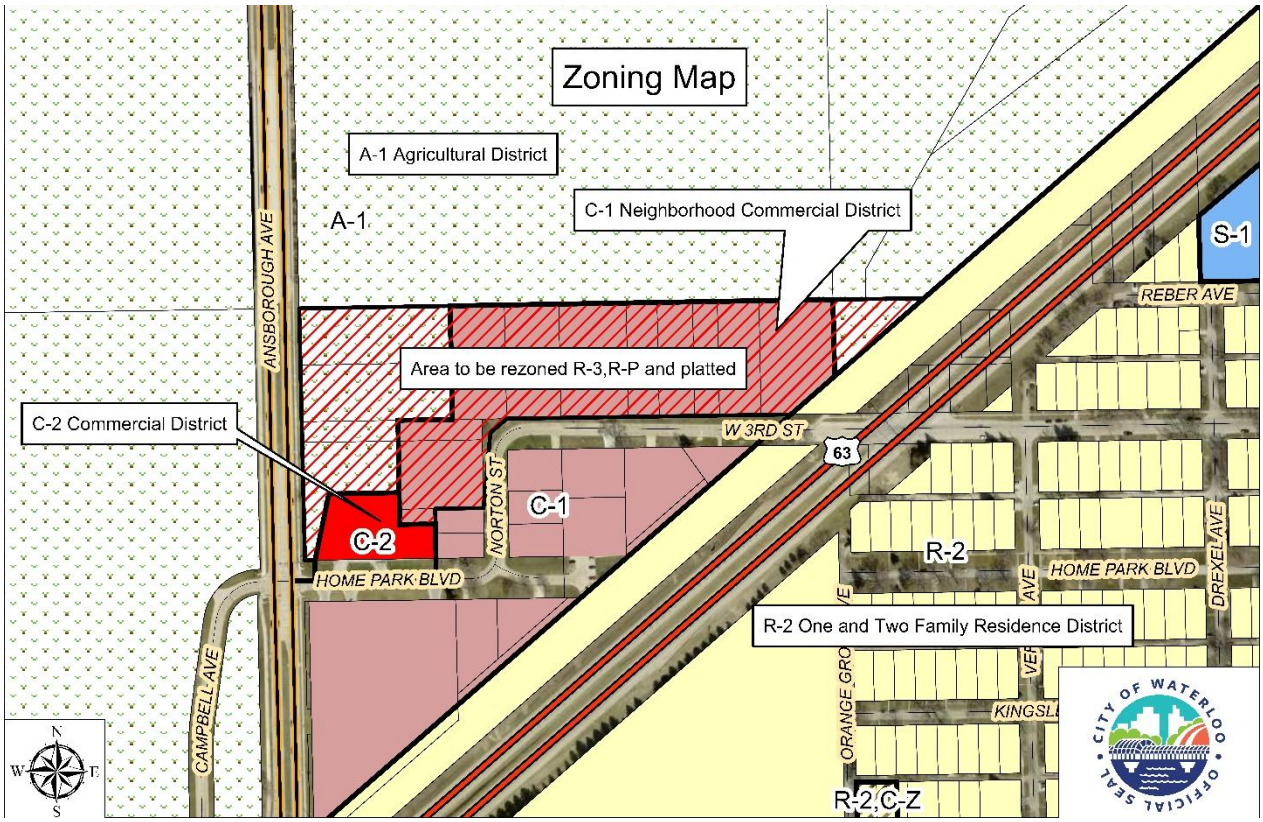
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The rezone request would not appear to have a negative impact upon the surrounding area as it would allow for housing at a good location for infill housing, and there is already residential uses adjacent to the site in question.



VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed rezone would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served West 3rd Street and Norton Street, both classified as local roads. The rezone area is also adjacent to Sergeant Road (Highway 63), a Principal Arterial.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The Sergeant Road trail runs along Sergeant Road (Highway 63) adjacent to the site.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question that is in the “C-1” Neighborhood Commercial District has been zoned as such since the adoption of the zoning ordinance in 1969. The area that is currently zoned “A-1” Agricultural District was rezoned from the “U-1” Unclassified District in 1998. Surrounding land uses and their zoning designations are as follows: **North** – Katoski Greenbelt, zoned “A-1” Agricultural District. **South** – Single family and multi-family dwellings, zone “C-1” Neighborhood Commercial District.

East –Sergeant Road (Highway 63) and single family dwellings, zoned “R-2” One and Two Family Residence District.

West – Ansborough Avenue and Katoski Greenbelt zoned “A-1” Agricultural District.

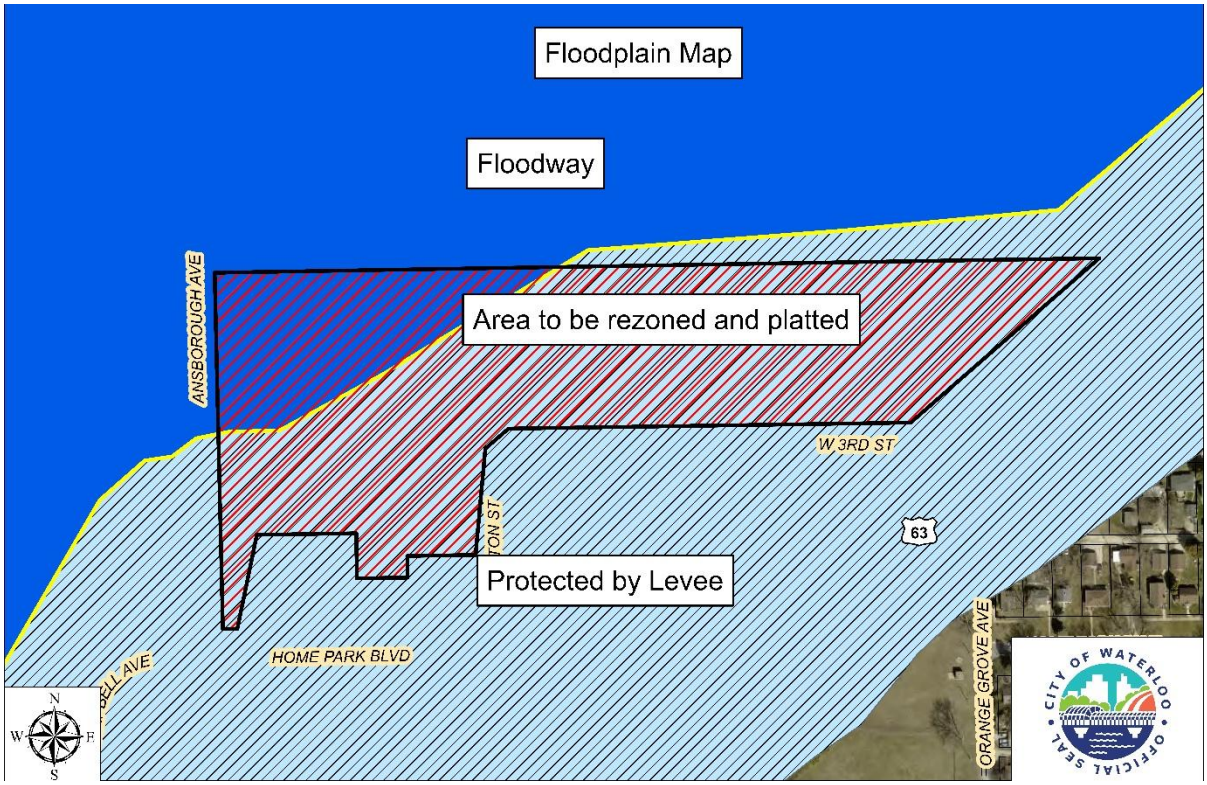


DEVELOPMENT HISTORY: The surrounding area consists of some single family homes, built between 1909 and 1946, condos built in 2020 and 2024, and a vet clinic built in 1972.

PUBLIC /OPEN SPACES/ SCHOOLS: There are no schools in the immediate vicinity.

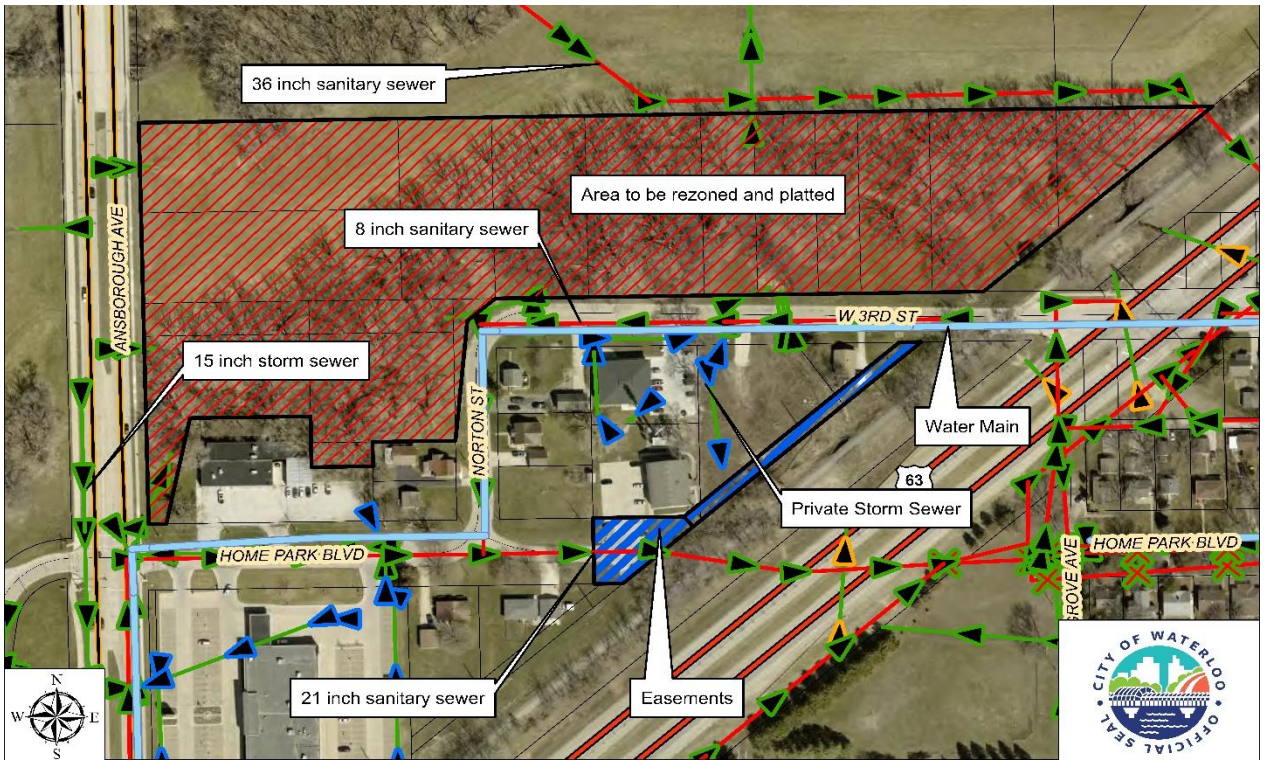
The Katoski Greenbelt is adjacent to the rezone area.

FLOODPLAIN: A portion of the area to be rezoned is in a Special Flood Hazard Area, including being within the floodway. The buildable lots to be created are not located within the Special Flood Hazard Area. They located in Zone X Protected by Levee. Since they are in Zone X, there are no floodplain regulations that need to be met by future development on these properties.



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

There are some 18” Storm Mains running in the right of way for West 3rd Street. There is also an 8” Sanitary Sewer Line and a 6” Water Main running along West 3rd Street and Norton Street.



DRAINAGE:	Stormwater detention is required as this will be a new subdivision. A detention basin is planned and shown on the preliminary plat, being within the area labeled as Tract “A” on the Preliminary Plat.
STAFF ANALYSIS – ZONING ORDINANCE	The rezone area meets all the requirements of the Zoning Ordinance, as the rezone area is larger than 2 acres, which is the minimize size to request to change the zoning to an “R-P” zoning district.
STAFF ANALYSIS – SUBDIVISION ORDINANCE	The applicants have submitted an application for a preliminary plat that would include 14 buildable lots for residential development.
STAFF ANALYSIS – SITE ANALYSIS:	The applicant is proposing to rezone 10.67 acres of land from “C-1” Neighborhood Commercial District and “A-1” Agricultural District to “R-3,R-P” Planned Residence District to allow for 14 new residential lots. This area was a wooded detention basin at the base of the flood control levee that flanks Black Hawk Creek. The trees have already been removed, and some grading work is happening. The area used for the detention basin is being shrunk, and the basin will be deepened, to still maintain the proper water storage capacity for the flood control system. With the reduced detention basin footprint, there is now area available for infill housing. The rezone area is an ideal location for infill housing due to its nearness to Highway 63 and is close to other residential neighborhoods. The “R-P” designation allows some flexibility with the design of the subdivision to fully utilize the land but is site plan specific, so provides assurance to neighbors for what will be built, with any changes having to go through a Site Plan Amendment process, which would include notice to neighbors. The plan is to either have all 14 lots be single family homes, or be mostly single family homes, with townhomes on the lots whose frontage is along Norton Street.



Picture 1: Looking west from near the Sergeant Road trail.



Picture 2: Looking northeast from West 3rd.



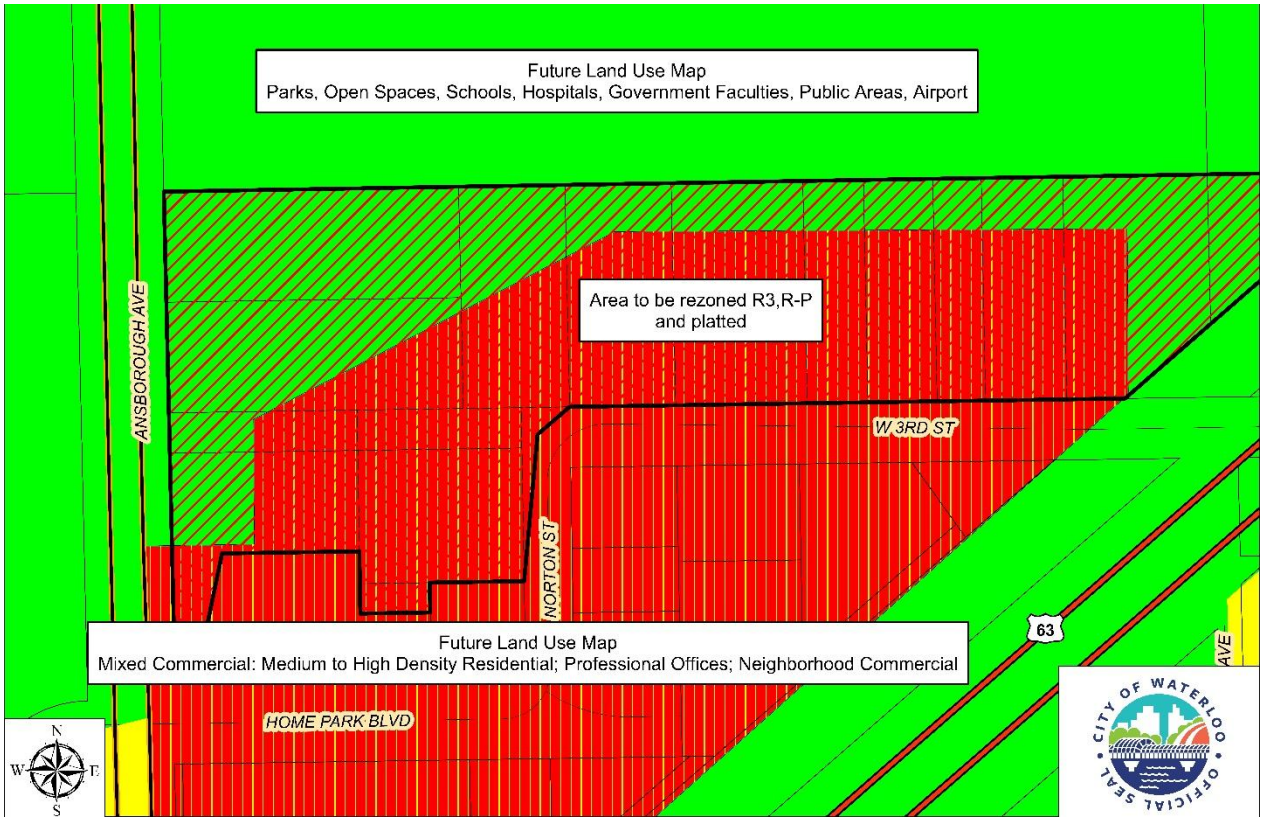
Picture 3: Looking at buildings along the south side of West 3rd Street.



Picture 4: West side of the property looking from the corner of West 3rd Street and Norton Street.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

This area is designated as Mixed Commercial: Medium to High Density Residential, Professional Offices, Neighborhood Commercial on the Future Land Use Map, a component of the Comprehensive Plan. The rezone request, which will allow for 14 new buildable lots, does meet this designation as the “R-3,R-P” designation is considered medium density residential. This request also meets the Agriculture/Natural Resource Goal #2 in the Comprehensive plan, which is that “the City should promote infill of incorporated land, redevelopment, and revitalization opportunities, whenever possible, as an alternative to urban expansion.”



TECH REVIEW AND UPDATES

Weliver asked how the two lots to the northwest will be accessed, to which Castle stated that it is for the levee and the ponding area for the Corps of Engineers; therefore will not need access.

PLANNING, PROGRAMMING AND ZONING COMMISSION

The Planning Commission recommended approval of the request unanimously at their regular meeting on July 14, 2026.

STAFF RECOMMENDATION:

Therefore, staff recommends that the request by the City of Waterloo to rezone approximately 10.67 acres from “C-1” Neighborhood Commercial District and “A-1” Agricultural District to “R-3,R-P” Planned Residence District for the

development of 14 lots of single-family homes and townhomes located along West 3rd Street and Norton Street west of Sergeant Road, be approved for the following reasons:

1. The request would not appear to have a negative impact on traffic conditions in the area.
2. The request appears to be compatible with the surrounding land uses.
3. The request would allow for 14 new residential lots at an infill site, helping to accomplish the goal to create more infill housing in the city.

And with the following conditions(s):

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

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving award of bid to Wendler, Inc., of Amana, Iowa, in the amount of $2,966,361.40, approving the contract, bonds, and certificate of insurance, in conjunction with the FY23 Cattle Congress Sanitary Sewer Lift Station Reconstruction Project, Contract No. 1075, and authorizing the Mayor and City Clerk to execute said documents.

RECOMMENDED COUNCIL ACTION

Recommend Council to approve award of bid.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Waterloo Cattle Congress Contract No. 1075
2. Waterloo Cattle Congress Contract_AECOM #60696351
3. FY23 CATTLE CONGRESS SANITARY SEWER LIFT STATION RECONSTRUCTION - BID TAB - WENDLER INC
4. Wendler Proposal Bid

FORM OF CONTRACT

CONTRACT FOR THE CONSTRUCTION OF

FY 2023 CATTLE CONGRESS SANITARY SEWER LIFT STATION RECONSTRUCTION

CITY OF WATERLOO, IOWA

CONTRACT NO. 1075

This contract made and entered into this _____ day of _____, 20__, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and __Wendler, Inc._____, (hereinafter referred to as Contractor), WITNESSETH:

PAR. 1 Contractor agrees to build and construct the **FY 2023 CATTLE CONGRESS SANITARY SEWER LIFT STATION RECONSTRUCTION, CONTRACT NO. 1075** and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanship like manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.

PAR. 2 It is understood and agreed that the resolution adopted by the City Council ordering the construction of the improvement, the Notice to Contractors as published, the Instruction to Bidders, the Form of Proposal, the Construction and Maintenance Bonds, the Council Proceedings relating to this matter, and the Plans and Specifications shall all be considered as forming a part of the contract the same as though they were each set out in said contract.

PAR. 3 The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of this contract, and of the plans and specifications made a part hereof by reference, and to the satisfaction and approval of the City and its engineer.

PAR. 4 The Contractor agrees to perform said work and install said improvements on the terms set out in bid or proposal to the City which has been accepted by the City and which is by reference made a part of this contract.

PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed" and complete it on or before _July 30, 2027___, unless an extension of time is granted in writing by the Council of the City.

PAR. 6 Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of this contract, or the plans and specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said contractor and deduct any and all such sums from any amount then due the Contractor.

PAR. 7 The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.

PAR. 8 The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work

herein contracted for, that it will defend said suit and save the City harmless therein, and in case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.

PAR. 9 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.

PAR. 10 Any material, which has been rejected by the construction reviewer, shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the City Engineer.

PAR. 11 The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.

PAR. 12 The Contractor agrees to pay punctually all just claims of labor, material, men, or subcontractors who shall perform labor or furnish materials entering into this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor, material, or men under this contract.

PAR. 13 The Contractor agrees to furnish the City, simultaneously with this contract, a bond on a form to be provided by the City in the amount provided by law as stated in the Notice to Bidders, which shall be for the benefit of the City, and any and all persons injured by the breach of any of the terms of this contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council and is by reference made a part of this contract.

PAR. 14 The Contractor agrees that should it abandon work under this contract or cease the prosecution thereof for a period of thirty (30) consecutive days without reasonable cause, and should it fail to proceed with said work within ten (10) days after a notice to continue or carry it on has been mailed to it at the address given herein by the City, or after such notice has been served on it, then the City may proceed to complete said work, using any material, tools, or machinery found along said line of work, doing the work either by contract or as it may elect, and the Contractor and the sureties on its bond shall be liable to the City for the costs and expenses so paid out. Said costs shall be retained by the City from any compensation due, or to become due the Contractor, and may be recovered by the City in an action upon Contractor's bond.

PAR. 15 In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Contractors, the amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City.

PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is _ $2,966,361.40 _.

PAR. 17 After the completion of said work, the Contractor agrees to remove all debris and clean up said streets, and to save the City harmless from any damage allegedly resulting from a failure to clean up and remove the debris or put the street back in a proper condition for travel.

PAR. 18 This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.

PAR. 19 Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.

PAR. 20 The Contractor shall maintain all work done hereunder in good order for the period of two (2) years from and after the date it is accepted by the Council of the City of Waterloo, Iowa. Said maintenance shall be made without expense to the City or the abutting property. In the event of the failure or default of the Contractor to remedy any or all defects appearing in said work within a period of two (2) years from the date of its acceptance by said Council, and after having been given ten (10) days' notice so to do by registered letter deposited in the United States Post Office in said town, addressed to said contractor at the address herein given, then the City may proceed to remedy such defects. The costs and expenses thereof to be recovered from the Contractor and the sureties on its maintenance bond by an action brought in any court of competent jurisdiction.

PAR. 21 The Contractor shall give notice to said City by registered letter directed to the Mayor or City Clerk/Auditor thereof not more than four (4) and not less than three (3) months prior to the expiration of the term during which the Contractor is required to maintain said improvements, in good repair by the terms of its Contract. The liability of the Contractor and of the sureties on its bond for maintenance of the said improvements shall continue until three (3) months after such notice has been given to the City, and, in any event, until two (2) years after the acceptance of the work.

CITY OF WATERLOO, IOWA

_____
Mayor

_____
City Clerk

Wendler, Inc.
_____
Contractor

BY: _____ Bruce D. Marsh

Title: Vice President

Approved by the City Council of the City of Waterloo, Iowa, this _____ day of _____, 20__.

ATTEST: _____, City Clerk
Waterloo, Iowa

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Wendler, Inc. of Cedar Rapids, IA (the "Principal"), and Merchants Bonding Company (Mutual) of Des Moines, IA (the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa (the "Obligee"), in the penal sum of Two Million Nine Hundred Sixty-six Thousand Three Hundred Sixty-one & 40/100 Dollars ($ 2,966,361.40), lawful money of the United States, for the payment of said sum in connection with a contract (the "Contract") dated on or about _____ for the purpose of FY2023 Cattle Congress Sanitary Sewer Lift Station Reconstruction, Contract No. 1075, Waterloo, IA. The Contract is incorporated herein by reference as though fully set forth herein.

Whenever the Principal shall be and is declared by the Obligee to be in default under the Contract, with the Obligee having performed its obligations in the Contract, then the Surety, acknowledging that time is of the essence, may promptly remedy the default, or shall promptly undertake to:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain one or more bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Contract, the Obligee's legal and design professional costs resulting directly from the Principal's default, and liquidated damages or actual damages if no liquidated damages are specified in the Contract. The term "balance of the Contract price" means the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or

3. Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable.

In the event this bond is enforced, Principal and Surety agree to indemnify Obligee and hold Obligee harmless from and against any and all costs of enforcement, including but not limited to reasonable attorneys' fees and expenses.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent to each and all of the following matters, without notice:

1. To any extension of time to the Contract in which to perform the Contract.

2. To any change in the plans, specifications, or Contract when such change does not involve an increase of more than twenty percent (20%) of the total Contract price, and shall then be released only as to such excess increase.

3. That no provision of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defect in workmanship or material not discovered or known to the Obligee at the time such work was accepted.

If the Principal performs the Contract, then this bond shall be null and void; otherwise it shall remain in full force and effect. In no event shall the Surety's total obligation exceed the penal amount of this bond.

Terms used herein shall include, as appropriate, the singular or plural number, or the masculine, feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned Principal and Surety have executed this Performance Bond as of _____.

PRINCIPAL

Wendler, Inc.
Name

By: _____

Title: BRUCE MARSH VICE PRESIDENT

SURETY

Merchants Bonding Company (Mutual)
Name

By: _____

Title: **Sara Huston, Attorney-in-Fact**

[attach Power of Attorney]

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond.
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. 101880271

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Wendler, Inc.

(Name of Contractor)

415 12th Ave SE, Cedar Rapids, IA 52401

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual), hereinafter called Principal,

and, Merchants Bonding Company (Mutual)

(Name of Surety)

P.O. Box 14498, Des Moines, IA 50306-3498

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Waterloo, Iowa

(Name of Owner)

715 Mulberry Street, Waterloo, IA 50703

(Address of Owner)

hereinafter called OWNER, in the penal sum of Two Million Nine Hundred Sixty-six Thousand Three Hundred Sixty-one & 40/100

Dollars ($ $2,966,361.40) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the_____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

FY 2023 CATTLE CONGRESS SANITARY SEWER LIFT STATION RECONSTRUCTION

CITY CONTRACT NO. 1075

WATERLOO, IOWA

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in three (3) (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Wendler, Inc.

Principal

(Principal) Secretary

(SEAL)

By _____(s)
BRUCE MARSH VICE PRESIDENT

(Address)

415 12th Ave SE

Cedar Rapids, IA 52401

Witness as to Principal MITCH VARGASON WITNESS

(Address)

Merchants Bonding Company (Mutual)

Surety

ATTEST:

By _____
Attorney-in-Fact

Sara Huston

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

Witness as to Surety

Jamie Gifford

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , 2026 .

Secretary

POA 0018 (5/25)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Relion 24 Westside Drive Iowa City, IA 52246	PHONE (A/C, No, Ext): (319) 887-3700	FAX (A/C, No):
	E-MAIL ADDRESS: info@relion-ins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Wendler Inc dba WRH Inc. 415 12th Ave SE Cedar Rapids, IA 52401	INSURER A : National Union Fire Insurance Company of Pittsburgh, Pa	19445
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : Homeland Insurance Company of New York	34452
	INSURER E : RSUI Indemnity Company	22314
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			6952498	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBLI	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			4629088	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP-B6985763-25-NF	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		48407461	9/1/2025	9/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
D	Pollution Liability			793-01-50-40-0000	7/1/2026	9/1/2027	occurrence	2,000,000
E	Excess Liability			NHA608532	9/1/2025	9/1/2026	Per Occurrence	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:
Double R Crane, Inc; aka Wendler Construction & Engineering Inc; dba Wendler Construction Inc

RSUI Indemnity Excess Liability provides $2mil excess limits over Travelers $10mil Umbrella.

Cyber Liability: Lloyds London/CFC eff 9/01/2025-9/01/2026 Policy #ESO0040479492: $1,000,000 limit

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Waterloo
715 Mulberty St
Waterloo, IA 50703

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: WRHINC0-01 LHOWARD

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Relion		Wendler Inc dba WRH Inc. 415 12th Ave SE Cedar Rapids, IA 52401 Iowa
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Inland Marine: Travelers Insurance Company eff 7/01/2025-7/01/2026 & 7/01/2026-9/01/2027 Policy #QT6303Y576074TIL

Equipment Floater Max limit (total scheduled, unscheduled, leased/rented):
$14,667,725 (for 2025-2026 term) / $15,815,082 (for 2026-2027 term)
Unscheduled Equipment: Limit per item $500,000, Deductible: $2,500
Leased/Rented Equipment: Limit per item $750,000, Deductible: $2,500
Special Causes of Loss including Earth Movement & Flood

Builders Risk: (Reporting form)
New Frame or Joisted Masonry Limit $5,000,000
New Non-combustible, Masonry Non-combustible, Modified Fire Resistive/Fire Resistive Limit: $20,000,000
Earth Movement Sublimit: $5,000,000 / Earth Movement Deductible: $50,000
Flood Sublimit: $1,000,000 (Unshaded X: $5,000,000) / Flood Deductible: $500,000
Special Causes of Loss; Deductible: $5,000 ($25,000 wind/hail deductible)

Rigger's Liability: $500,000, Deductible: $5,000

Project: FY 2023 Cattle Congress Sanitary Sewer Lift Station Reconstruction Contract #1075

If required by written contract, the City of Waterloo and Consultant are included as an Additional Insured on the General Liability and Auto Liability.
A Third Party (30 Day) Notice of Cancellation has been endorsed in favor of the below listed certificate holder, subject to policy conditions.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

FORM OF CONTRACT

CONTRACT FOR THE CONSTRUCTION OF

FY 2023 CATTLE CONGRESS SANITARY SEWER LIFT STATION RECONSTRUCTION

CITY OF WATERLOO, IOWA

CONTRACT NO. 1075

This contract made and entered into this _____ day of _____, 20__, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and __Wendler, Inc._____, (hereinafter referred to as Contractor), WITNESSETH:

PAR. 1 Contractor agrees to build and construct the **FY 2023 CATTLE CONGRESS SANITARY SEWER LIFT STATION RECONSTRUCTION, CONTRACT NO. 1075** and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanship like manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.

PAR. 2 It is understood and agreed that the resolution adopted by the City Council ordering the construction of the improvement, the Notice to Contractors as published, the Instruction to Bidders, the Form of Proposal, the Construction and Maintenance Bonds, the Council Proceedings relating to this matter, and the Plans and Specifications shall all be considered as forming a part of the contract the same as though they were each set out in said contract.

PAR. 3 The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of this contract, and of the plans and specifications made a part hereof by reference, and to the satisfaction and approval of the City and its engineer.

PAR. 4 The Contractor agrees to perform said work and install said improvements on the terms set out in bid or proposal to the City which has been accepted by the City and which is by reference made a part of this contract.

PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed" and complete it on or before _July 30, 2027___, unless an extension of time is granted in writing by the Council of the City.

PAR. 6 Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of this contract, or the plans and specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said contractor and deduct any and all such sums from any amount then due the Contractor.

PAR. 7 The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.

PAR. 8 The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work

herein contracted for, that it will defend said suit and save the City harmless therein, and in case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.

PAR. 9 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.

PAR. 10 Any material, which has been rejected by the construction reviewer, shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the City Engineer.

PAR. 11 The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.

PAR. 12 The Contractor agrees to pay punctually all just claims of labor, material, men, or subcontractors who shall perform labor or furnish materials entering into this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor, material, or men under this contract.

PAR. 13 The Contractor agrees to furnish the City, simultaneously with this contract, a bond on a form to be provided by the City in the amount provided by law as stated in the Notice to Bidders, which shall be for the benefit of the City, and any and all persons injured by the breach of any of the terms of this contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council and is by reference made a part of this contract.

PAR. 14 The Contractor agrees that should it abandon work under this contract or cease the prosecution thereof for a period of thirty (30) consecutive days without reasonable cause, and should it fail to proceed with said work within ten (10) days after a notice to continue or carry it on has been mailed to it at the address given herein by the City, or after such notice has been served on it, then the City may proceed to complete said work, using any material, tools, or machinery found along said line of work, doing the work either by contract or as it may elect, and the Contractor and the sureties on its bond shall be liable to the City for the costs and expenses so paid out. Said costs shall be retained by the City from any compensation due, or to become due the Contractor, and may be recovered by the City in an action upon Contractor's bond.

PAR. 15 In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Contractors, the amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City.

PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is _ $2,966,361.40 _.

PAR. 17 After the completion of said work, the Contractor agrees to remove all debris and clean up said streets, and to save the City harmless from any damage allegedly resulting from a failure to clean up and remove the debris or put the street back in a proper condition for travel.

PAR. 18 This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.

PAR. 19 Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.

PAR. 20 The Contractor shall maintain all work done hereunder in good order for the period of two (2) years from and after the date it is accepted by the Council of the City of Waterloo, Iowa. Said maintenance shall be made without expense to the City or the abutting property. In the event of the failure or default of the Contractor to remedy any or all defects appearing in said work within a period of two (2) years from the date of its acceptance by said Council, and after having been given ten (10) days' notice so to do by registered letter deposited in the United States Post Office in said town, addressed to said contractor at the address herein given, then the City may proceed to remedy such defects. The costs and expenses thereof to be recovered from the Contractor and the sureties on its maintenance bond by an action brought in any court of competent jurisdiction.

PAR. 21 The Contractor shall give notice to said City by registered letter directed to the Mayor or City Clerk/Auditor thereof not more than four (4) and not less than three (3) months prior to the expiration of the term during which the Contractor is required to maintain said improvements, in good repair by the terms of its Contract. The liability of the Contractor and of the sureties on its bond for maintenance of the said improvements shall continue until three (3) months after such notice has been given to the City, and, in any event, until two (2) years after the acceptance of the work.

CITY OF WATERLOO, IOWA

_____
Mayor

_____
City Clerk

Wendler, Inc.
_____
Contractor

BY: _____ Bruce D. Marsh

Title: Vice President

Approved by the City Council of the City of Waterloo, Iowa, this _____ day of _____, 20__.

ATTEST: _____, City Clerk
Waterloo, Iowa

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Wendler, Inc. of Cedar Rapids, IA (the "Principal"), and Merchants Bonding Company (Mutual) of Des Moines, IA (the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa (the "Obligee"), in the penal sum of Two Million Nine Hundred Sixty-six Thousand Three Hundred Sixty-one & 40/100 Dollars ($ 2,966,361.40), lawful money of the United States, for the payment of said sum in connection with a contract (the "Contract") dated on or about _____ for the purpose of FY2023 Cattle Congress Sanitary Sewer Lift Station Reconstruction, Contract No. 1075, Waterloo, IA. The Contract is incorporated herein by reference as though fully set forth herein.

Whenever the Principal shall be and is declared by the Obligee to be in default under the Contract, with the Obligee having performed its obligations in the Contract, then the Surety, acknowledging that time is of the essence, may promptly remedy the default, or shall promptly undertake to:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain one or more bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Contract, the Obligee's legal and design professional costs resulting directly from the Principal's default, and liquidated damages or actual damages if no liquidated damages are specified in the Contract. The term "balance of the Contract price" means the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or

3. Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable.

In the event this bond is enforced, Principal and Surety agree to indemnify Obligee and hold Obligee harmless from and against any and all costs of enforcement, including but not limited to reasonable attorneys' fees and expenses.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent to each and all of the following matters, without notice:

1. To any extension of time to the Contract in which to perform the Contract.

2. To any change in the plans, specifications, or Contract when such change does not involve an increase of more than twenty percent (20%) of the total Contract price, and shall then be released only as to such excess increase.

3. That no provision of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defect in workmanship or material not discovered or known to the Obligee at the time such work was accepted.

If the Principal performs the Contract, then this bond shall be null and void; otherwise it shall remain in full force and effect. In no event shall the Surety's total obligation exceed the penal amount of this bond.

Terms used herein shall include, as appropriate, the singular or plural number, or the masculine, feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned Principal and Surety have executed this Performance Bond as of _____.

PRINCIPAL

Wendler, Inc.
Name

By: _____

Title: BRUCE MARSH VICE PRESIDENT

SURETY

Merchants Bonding Company (Mutual)
Name

By: _____

Title: **Sara Huston, Attorney-in-Fact**

[attach Power of Attorney]

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond.
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. 101880271

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Wendler, Inc.
(Name of Contractor)

415 12th Ave SE, Cedar Rapids, IA 52401
(Address of Contractor)

a Corporation
(Corporation, Partnership or Individual), hereinafter called Principal,

and, Merchants Bonding Company (Mutual)
(Name of Surety)

P.O. Box 14498, Des Moines, IA 50306-3498
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Waterloo, Iowa
(Name of Owner)

715 Mulberry Street, Waterloo, IA 50703
(Address of Owner)

hereinafter called OWNER, in the penal sum of Two Million Nine Hundred Sixty-six Thousand Three Hundred Sixty-one & 40/100

Dollars ($ $2,966,361.40) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the_____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

FY 2023 CATTLE CONGRESS SANITARY SEWER LIFT STATION RECONSTRUCTION

CITY CONTRACT NO. 1075

WATERLOO, IOWA

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in three (3) (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Wendler, Inc.

Principal

(Principal) Secretary

(SEAL)

By _____(s)
BRUCE MARSH VICE PRESIDENT

(Address)

415 12th Ave SE

Cedar Rapids, IA 52401

Witness as to Principal MITCH VARGASON WITNESS

(Address)

Merchants Bonding Company (Mutual)

Surety

ATTEST:

By _____
Attorney-in-Fact

Sara Huston

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

Witness as to Surety

Jamie Gifford

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , 2026 .

Secretary

POA 0018 (5/25)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Relion 24 Westside Drive Iowa City, IA 52246	PHONE (A/C, No, Ext): (319) 887-3700	FAX (A/C, No):
	E-MAIL ADDRESS: info@relion-ins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Wendler Inc dba WRH Inc. 415 12th Ave SE Cedar Rapids, IA 52401	INSURER A : National Union Fire Insurance Company of Pittsburgh, Pa	19445
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : Homeland Insurance Company of New York	34452
	INSURER E : RSUI Indemnity Company	22314
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			6952498	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBLI	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			4629088	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP-B6985763-25-NF	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		48407461	9/1/2025	9/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
D	Pollution Liability			793-01-50-40-0000	7/1/2026	9/1/2027	occurrence	2,000,000
E	Excess Liability			NHA608532	9/1/2025	9/1/2026	Per Occurrence	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:
Double R Crane, Inc; aka Wendler Construction & Engineering Inc; dba Wendler Construction Inc

RSUI Indemnity Excess Liability provides $2mil excess limits over Travelers $10mil Umbrella.

Cyber Liability: Lloyds London/CFC eff 9/01/2025-9/01/2026 Policy #ESO0040479492: $1,000,000 limit

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Waterloo
715 Mulberty St
Waterloo, IA 50703

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Relion	Wendler Inc dba WRH Inc. 415 12th Ave SE Cedar Rapids, IA 52401 Iowa
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Inland Marine: Travelers Insurance Company eff 7/01/2025-7/01/2026 & 7/01/2026-9/01/2027 Policy #QT6303Y576074TIL

Equipment Floater Max limit (total scheduled, unscheduled, leased/rented):
$14,667,725 (for 2025-2026 term) / $15,815,082 (for 2026-2027 term)
Unscheduled Equipment: Limit per item $500,000, Deductible: $2,500
Leased/Rented Equipment: Limit per item $750,000, Deductible: $2,500
Special Causes of Loss including Earth Movement & Flood

Builders Risk: (Reporting form)
New Frame or Joisted Masonry Limit $5,000,000
New Non-combustible, Masonry Non-combustible, Modified Fire Resistive/Fire Resistive Limit: $20,000,000
Earth Movement Sublimit: $5,000,000 / Earth Movement Deductible: $50,000
Flood Sublimit: $1,000,000 (Unshaded X: $5,000,000) / Flood Deductible: $500,000
Special Causes of Loss; Deductible: $5,000 ($25,000 wind/hail deductible)

Rigger's Liability: $500,000, Deductible: $5,000

Project: FY 2023 Cattle Congress Sanitary Sewer Lift Station Reconstruction Contract #1075

If required by written contract, the City of Waterloo and Consultant are included as an Additional Insured on the General Liability and Auto Liability.
A Third Party (30 Day) Notice of Cancellation has been endorsed in favor of the below listed certificate holder, subject to policy conditions.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

WENDLER

P.O. Box 256
Amana, IA 52203

JUL 16 '26 PM12:49

RS

Bid Proposal Enclosed
Cattle Congress Sanitary Sewer Lift Station
Reconstruction

City Clerk
Waterloo City Hall
715 Mulberry St. Waterloo, IA 50703

WENDLER

P.O. Box 256
Amana, IA 52203

Bid Bond Enclosed
Cattle Congress Sanitary Sewer Lift Station
Reconstruction

City Clerk
Waterloo City Hall
715 Mulberry St. Waterloo, IA 50703

FORM OF BID OR PROPOSAL

FY 2023 CATTLE CONGRESS SANITARY SEWER LIFT STATION RECONSTRUCTION
CONTRACT NO. 1075

CITY OF WATERLOO, IOWA

Honorable Mayor and City Council
Waterloo, Iowa

Gentlemen:

1. The undersigned, being a Corporation existing under the laws of the State of Iowa, a Partnership consisting of the following partners: _____, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with all the contract documents listed in the Table of Contents and Addenda (if any), as prepared by AECOM now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete the **CATTLE CONGRESS LIFT STATION SANITARY SEWER RECONSTRUCTION, CONTRACT NO. 1075**, all in accordance with the above-listed documents and for the unit prices for work in place for the following items and quantities:

FY 2023 CATTLE CONGRESS SANITARY SEWER LIFT STATION RECONSTRUCTION
CONTRACT NO. 1075

Item No.	SUDAS – Measurement & Payment	Description	Unit	Estimated Quantities	Unit Bid Price	Total Bid Price
BASE BID						
1	11020-A	MOBILIZATION	LS	1.0	$290,000.00	$ 290,000.00
2	2010-D-1	TOPSOIL, ON-SITE, 6 INCHES	CY	248.6	$ 18.00	$ 4,474.80
3	2010-E	EXCAVATION, CLASS 10 – EMBANKMENT-IN-PLACE	CY	400.0	$110.00	$ 44,000.00
4	2010-I	SUBGRADE TREATMENT, GEOFABRIC	SY	175.0	$ 2.00	$ 350.00
5	2010-J	SUBBASE, MODIFIED, 11'	SY	224.8	$ 384.00	$ 86,323.20
6	2010-M	COMPACTION TESTING	LS	1.0	$ 5,200.00	$ 5,200.00
7	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	2872.4	$ 60.00	$ 172,344.00
8	3010-H	TRENCH COMPACTION TESTING	LS	1.0	$ 5,200.00	$ 5,200.00
9	4010-C-1	SANITARY SEWER FORCE MAIN, TRENCHED, PVC, 10-INCHES	LF	512.8	$ 156.00	$ 79,996.80
10	4010-C-1	SANITARY SEWER FORCE MAIN, TRENCHED, DUCTILE IRON, 10-INCHES	LF	5.5	$ 1,070.00	$ 5,885.00
11	4010-C-2	SANITARY SEWER FROCE MAIN, TRENCHLESS, PVC, 10-INCHES	LF	300.0	$ 165.00	$ 49,500.00
12	4010-L	SANITARY SEWER ABANDONMENT, FILL AND PLUG, 10-INCHES	LF	815.3	$ 18.00	$ 14,675.40
13	4050-G-3	BYPASS PUMPING	LS	1.0	$ 187,000.00	$ 187,000.00
14	4060	FORCE MAIN TESTING	LS	1.0	$ 4,750.00	$ 4,750.00
15	5010-C-2	FORCE MAIN FITTING	LB	720.0	$ 28.00	$ 20,160.00
16	6010-G-1	CONNECTION TO EXISTING MANHOLE	EA	1.0	$ 8,000.00	$ 8,000.00
17	7030-H-3	DRIVEWAY, GRANULAR, 6-INCHES	TON	172.9	$ 37.00	$ 6,397.30
18	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1.0	$ 5,500.00	$ 5,500.00
19	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1	AC	0.4	$ 7,000.00	$ 2,800.00

20	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 4	AC	0.2	$10,000.00	$ 2,000.00
21	9040-A-1	SWPPP PREPARATION	LS	1.0	$13,500.00	$13,500.00
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	$100.00	$ 4,000.00
24	9080-A	CONCRETE STEPS, TYPE A	SF	115.5	$62.00	$ 7,161.00
25	9080-B	HANDRAIL, 32-INCHES	LF	22.0	$302.00	$6,644.00
26	9080-C	SAFETY RAIL	LF	44.8	$308.00	$13,798.40
27	10010-A	DEMOLITION WORK – WET WELL	LS	1.0	$42,500.00	$42,500.00
28	10010-A	DEMOLITION WORK – LIFT STATION BUILDING AND EQUIPMENT	LS	1.0	$41,500.00	$41,500.00
29	11050-A	CONCRETE WASHOUT	LS	1.0	$500.00	$ 500.00
30	AS PER PLANS	SANITARY SEWER MANHOLE ABANDONMENT	EA	5.0	$3,500.00	$17,500.00
31	AS PER PLANS	LIFT STATION WET WELL	LS	1.0	$761,000.00	$ 761,000.00
32	AS PER PLANS	PREFABRICATED OPERATOR'S BUILDING	LS	1.0	$718,000.00	$718,000.00
33	AS PER PLANS	BYPASS MANHOLE	LS	1.0	$58,500.00	$ 58,500.00
34	AS PER PLANS	SITE ELECTRICAL	LS	1.0	$108,000.00	$108,000.00
35	AS PER PLANS	STAND-BY GENERATOR	LS	1.0	$111,000.00	$ 111,000.00
36	AS PER PLANS	BOLLARDS	EA	6.0	$1,200.00	$ 7,200.00
37	AS PER PLANS	STRUCTURAL CONCRETE RETAINING WALL – GENERATOR PAD AND STAIRS	CY	30.2	$1,550.00	$46,810.00
38	AS PER PLANS	STRUCTUAL CONCRETE PAD – GENERATOR	CY	8.1	$715.00	$ 5,791.50
39	AS PER PLANS	COMPACTING BACKFILL – GRADING	CY	400.0	$ 16.00	$ 6,400.00
			PROJECT TOTAL		$2,966,361.40	$ 2,966,361.40

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

3. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

4. Security in the sum of 5 % Dollars ($_____) in the form of Bid Bond, is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

5. Attached hereto is a Non-Collusion Affidavit of Prime Contractor.

6. Attached hereto is a Bidder Status Form indicating Resident Bidder Certification (X), or Non-Resident Bidder Certification (_____). (Mark one.)

7. The bidder is prepared to submit a financial and experience statement upon request.

8. The Prime Contractor and Subcontractor(s), which have performed an aggregate of $10,000.00 in work for the City in the current calendar year, are prepared to submit an AAP or Update and an EOC, within ten (10) days of notification that the bid submitted is lowest and acceptable.

9. The bidder has received the following Addendum or Addenda:

Addendum No.	Date
1	07-08-2026
2	07-15-2026

10. The bidder shall list the MBE/WBE subcontractor(s), amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due along with the Non-Collusion Affidavits of All Subcontractor(s).

    The Contractor shall submit information on subcontractors on "SUBCONTRACTOR REQUEST AND APPROVAL" Form to be provided by City prior to approval of contract.

    The subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons:

    1) The City of Waterloo does not approve the subcontractors.

    2) The subcontractors submit in writing that they cannot fulfill their subcontracts.

11. The bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".

12. The bidder has attached all applicable forms.

13. The Owner reserves the right to select alternates, delete line items, and/or to reduce quantities prior to the award of a contract due to budgetary limitations.

Wendler Inc. — (Name of Bidder)

07-16-2026 — (Date)

BY: Bruce Marsh Title Vice President

Official Address: (Including Zip Code):

415 12th Ave SE Suite 200 Cedar Rapids, IA 52401

I.R.S. No. 42-1012899

EQUAL OPPORTUNITY CLAUSE

(As provided in Executive Order No. 11246)

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the City and value of said business equals or exceeds ten thousand dollars ($10,000.00) annually agree as follows:

1. The contractors, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions, or affiliations. The contractor, subcontractor, vendor, and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:

    a. Employment
    b. Upgrading
    c. Demotion or Transfer
    d. Recruitment and Advertising
    e. Layoff or Termination
    f. Rates of Pay or Other Forms of Compensation
    g. Selection for Training Including Apprenticeship

2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.

3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.

4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.

5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said contractor, subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program—Contract Compliance Provisions relative to Resolution No. 24664.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.

7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract,

subcontract or purchase order unless exempted by the rules, regulations, or orders of the City's Affirmative Action Program, and will provide in every subcontract, or purchase order that said provisions will be binding upon each contractor, subcontractor, or supplier.

8. We, the undersigned, recognize that we are morally and legally committed to non-discrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, economic status, age, mental or physical disabilities.

(Signed) _____
(Appropriate Official)

VICE PRESIDENT
(Title)

7/16/26
(Date)

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No — My company is authorized to transact business in Iowa. *(To help you determine if your company is authorized, please review the worksheet on the next page).*
- ☒ Yes ☐ No — My company has an office to transact business in Iowa.
- ☒ Yes ☐ No — My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☒ Yes ☐ No — My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☒ Yes ☐ No — My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 01 /01 /2000 to ____/____/____ Address: 1648 T Ave.
City, State, Zip: South Amana, IA 52334

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____
2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Wendler Inc.

Signature: _____ Date: 7-16-2026

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☒ Yes ☐ No	My business is currently registered as a contractor with the Iowa Division of Labor.
☐ Yes ☒ No	My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
☐ Yes ☒ No	My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
☒ Yes ☐ No	My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
☐ Yes ☒ No	My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
☐ Yes ☒ No	My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
☐ Yes ☒ No	My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
☐ Yes ☒ No	My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
☐ Yes ☒ No	My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
☐ Yes ☒ No	My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
☐ Yes ☒ No	My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Iowa)
)ss
County of Linn)

BRUCE MARSH, being first duly sworn, deposes and says that:

1. He is (Owner, Partner, Officer, Representative, or Agent), of WENDLER, INC., the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

VICE PRESIDENT
Title

Subscribed and sworn to before me this 16th day of July, 2026.

Public Notary
Title

My commission expires 6/28/27.

JORDAN THOMAS RICHEY
Notarial Seal - Iowa
Commission Number 832702
My Commission Expires Jun 28, 2027

Attachment 2: SRF Required Front-End Specifications
Debarments and Suspensions

*This form to be completed by the Prime Contractor and submitted with the bid.

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: https://sam.gov. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine or imprisonment, or both.

Signature of Authorized Representative	Date
Bruce Marsh	Vice President
Printed Name	Title

☐ I am unable to certify to the above statements. My explanation is attached.

Attachment 3: SRF Required Front-End Specifications
Disadvantaged Business Enterprise (DBE) Solicitation

*This form to be completed by Prime Contractor and submitted with the bid.

In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at https://secure.iowadot.gov/DBE/Home/Index/.

Prime contractors' DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

PROJECT INFORMATION

SRF Applicant: _____ Bidder: Wendler

Address: 415 12th Ave SE Suite 200

City: Cedar Rapids State: IA Zip: 52401

Contact Person: Bruce Marsh

Phone Number: 319-622-3816 Email: bmarsh@wendlerinc.com

1. At this point in time, has the prime contractor begun to solicit work opportunities to subcontractors for this project?
   ☑ Yes ☐ No ☐ N/A

2. Do you agree to use the good faith efforts checklist to ensure the DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds?
   ☑ Yes ☐ No

3. If yes, was a DBE chosen by the prime contractor to be utilized for this project?
   ☐ Yes ☑ No

Signature: _____

GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offerers must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities?
   ☑ Yes ☐ No

2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
   ☑ Yes ☐ No

3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
   ☑ Yes ☐ No

4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually?
   ☑ Yes ☐ No

5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors?
   ☑ Yes ☐ No

6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Department of Transportation.

Name	**How Contacted** (e.g. letter, phone call, fax, e-mail)	**Response** (e.g. did not respond, not interested, not competitive)
3 Seasons Maintenance Landscape	email	did not respond
Bonnies Barricades	email	did not respond
Boone Construction	email	did not respond
Jackson Contracting	email	did not respond
Taylor Construction	email	did not respond
EB & Flow Erosion Control	email	did not respond

CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the SRF loan recipient.
2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.
3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

July 2025

Attachment 7: SRF Required Front-End Specifications
Other Federal Requirements Language

A. -RESERVED-

B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates)

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting

officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The EPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/programs/dbra/forms.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and

subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate)

specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with, 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The loan recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

C. -RESERVED-

D. **Historical and Archeological Finds**

Should any cultural, historical, or paleontological resources including but not limited to deposits of charcoal or ash, animal bones, pottery sherds, or stone tools be exposed as part of proposed project activities, the owner shall stop ground-disturbing activities within 100 feet of the discovery and immediately notify the State Revolving Fund Environmental Review Specialist (SRF). No further disturbance of the deposits shall ensue until the SRF determines that the project activities in that area may proceed.

If human remains are accidentally discovered, Iowa burial law [[Iowa Code Sections 263B, 523I.316(6), and 716.5; 685 IAC 11.1] requires that all work in the vicinity of the finding be halted, the remains left in place and protected, local law enforcement officials notified, and the bioarchaeology director at the Office of the State Archaeologist (OSA) contacted immediately (319-384-0740). Photographs are only to be taken at the direction of the bioarchaeology director and must not be shared publicly.

In all cases of inadvertent discovery, the SRF shall determine the applicability of the Protection of Historic Properties regulations of the Advisory Council on Historic Preservation [36 CFR Part 800.13(b)] and, when applicable, shall notify the State Historic Preservation Office (SHPO) and consult with the SHPO, OSA, and other interested parties to determine the proper course of action regarding the discovery.

Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

E. **Prohibitions on Procurement from Violating Facilities (Section 306, Clean Air Act; Section 508, Clean Water Act; Executive Order 11738)**

Both the Clean Water Act and the Clean Air Act prohibit federal agencies from extending assistance by way of loans or contracts to persons who have been convicted of violations of either law. Executive Order 11738 was issued to coordinate enforcement by the U.S. Environmental Protection Agency, which shall designate facilities which have given rise to a conviction for an offense under the criminal provisions of the Clean Air Act and the Clean Water Act.

The Executive Order also prohibits agencies from extending assistance to facilities that are not in compliance with either Act.

SRF assistance recipients may not procure goods, services, or materials from suppliers listed by the EPA as violators.

The Excluded Parties Listing search engine is located at the System for Award Management (SAM) website: https://sam.gov.

Attachment 8: SRF Required Front-End Specifications
Right of Entry and Records Retention

The recipient shall provide access at all times for the Department of Natural Resources, the Iowa Finance Authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes for a period of three years after the date of last loan payment. The same access to the project site(s) shall be provided for inspection purposes.

567 Iowa Administrative Code paragraph 92.8 (2).e. State inspections. Personnel of the department shall have the right to examine all construction aspects of the project, including materials and equipment delivered and stored on site for use on the project.

IOWA State Revolving Fund

Attachment 9: SRF Required Front-End Specifications
American Iron and Steel Requirements

H.R. 3547, the "Consolidated Appropriations Act, 2014," enacted January 17, 2014 by the U.S. Congress, includes "American Iron and Steel" provisions that require Clean Water and Drinking Water State Revolving Fund assistance recipients of these funds to use iron and steel produced in the United States.

H.R. 3547 includes the following language in Division G, Title IV, under the heading, "Use of American Iron and Steel":

> Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.
>
> (2) In this section, the term "iron and steel products" means the following products made primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
>
> (b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") find that—
>
> 1. Applying subsection (a) would be inconsistent with the public interest;
> 2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
> 3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
>
> (c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

The final guidance and any published waivers are found at: https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement. In particular the contractor should pay attention to the guidance for documentation of compliance. There is also a waiver for incidental items; in order to qualify for this waiver the total materials and costs for the project must be tracked and incidental items identified.

Sample "American Iron and Steel" Contract Language

In order to fulfill the requirements, the assistance recipient must in good faith design the project and solicit bids for construction with U.S.-made iron and steel. The following information will be included in any contracts resulting from this request for bids:

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the State of Iowa (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products

used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Sample Certifications

As indicated in the contract language, it will be the responsibility of the Contractor to obtain certifications that the products and materials used in the project are U.S.-made. EPA recommends the use of a step certification process for documenting compliance with AIS requirements, similar to one used by the Federal Highway Administration. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, coater, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US and providing detailed information on the steps involved.

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead. In this example, there may be multiple letters from different manufacturers if one manufacturer did not perform all of the steps.

Date

Company Letterhead

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx

2. Xxxx

3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Covered and Non-Covered Items

The EPA issued a waiver for De Minimus incidental components of eligible water and wastewater infrastructure projects. Funds used for such De Minimus incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project. The cost of an individual incidental item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

De Minimus incidental items include miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not readily or reasonably identifiable prior to procurement in the normal course of business. For others, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes, treatment and storage tanks, large structural supports, etc.

In consultation with their contractors, assistance recipients should determine the items to be covered by this waiver, and must retain relevant documentation (i.e. invoices) as to those items. Assistance recipients must summarize in the AIS De minimis Product List the types and/or categories of items to which this waiver is applied, the total cost of incidental components for each type or category, and the calculations by which they determined the total cost of materials used in and incorporated into the project.

The successful bidder will fill out the AIS Procurement List and submit it to the assistance recipient to indicate iron and steel items proposed to be procured for the project.

Assistance recipients will complete the AIS De Minimis Waiver Products List for the entire project to demonstrate compliance with the De Minimis Waiver cost requirements outlined above.

Related forms and resources can be found at https://opportunityiowa.gov/community/water-quality/srf-resources/documents-and-guides.

July 2025

IOWA State Revolving Fund

Attachment 10: SRF Required Front-End Specifications

*This form to be completed by Prime Contractor and submitted with the bid.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain, extend or renew a contract to procure or obtain;
(b) Enter into a contract (or extend or renew a contract) to procure; or
(c) Obtain the equipment, services, or systems that use "covered telecommunications equipment or services"

identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, website: https://sam.gov.

(1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:
  (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:
  (i) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.

Signature	7-16-2026
	Date
Bruce Marsh	Vice President
Printed Name	Title

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **Wendler, Inc.**

as Principal, and **Merchants Bonding Company (Mutual)**

as Surety are held and firmly bound unto the CITY OF WATERLOO, Iowa, hereinafter called "OWNER." In the penal sum **Five Percent of the Total Amount Bid**

Dollars ($**5%**) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated the **16th** day of **July**, 20**26**, for **FY 2023 Cattle Congress Sanitary Sewer Lift Station Reconstruction, Contract No. 1075, Waterloo, IA**.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this **9th** day of **July**, A.D. 20**26**.

Wendler, Inc. (Seal)
Principal

By BRUCE MARSH (Title) VICE PRESIDENT

Witness

Witness **Zach Fuller**

Merchants Bonding Company (Mutual)
Surety

By **Sara Huston** Attorney-in-fact

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **9th** day of **July** , **2026** .

Secretary

POA 0018 (5/25)

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving the award of bid to REW Services Corporation of Des Moines, Iowa, in the amount of $2,004,261.00, approving the contract, bond, and certificate of insurance, in conjunction with Asbestos Abatement Services, Contract AB-2026-06-01P (1442 Sycamore Street, former Rath buildings), and authorizing the Mayor and City Clerk to execute said documents.

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. Asbestos Abatement Services Contract AB-2026-06-01P - 1442 Sycamore St Rath Buildings
3. 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

CONTRACT AB 2026-06-01P FOR ASBESTOS ABATEMENT SERVICES

RATH BUILDINGS
1442 SYCAMORE STREET, WATERLOO, IOWA 50703

This Contract for Asbestos Abatement and Disposal Services (the "Contract") is entered into as of August 4, 2026 by and between the City of Waterloo, Iowa ("City") and REW Services Corporation. ("Contractor").

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

1. Term and Services. For the period of August 4, 2026 thru March 3, 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 $2,004,261 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

REW SERVICES CORPORATION

_____
Jeff Harclerode, Authorized Representative



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

This document is the property of Eocene Environmental Group and shall not be reproduced in any format without written permission.

TABLE OF CONTENTS

ASBESTOS ABATEMENT
RATH BUILDINGS
1442 SYCAMORE STREET, WATERLOO, IOWA 50703

00 01 01 – PROJECT TITLE PAGE
00 01 05 – CERTIFICATIONS PAGE
00 01 10 – TABLE OF CONTENTS
SECTION I – NOTICE OF REQUEST FOR BID
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.

_____

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

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 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

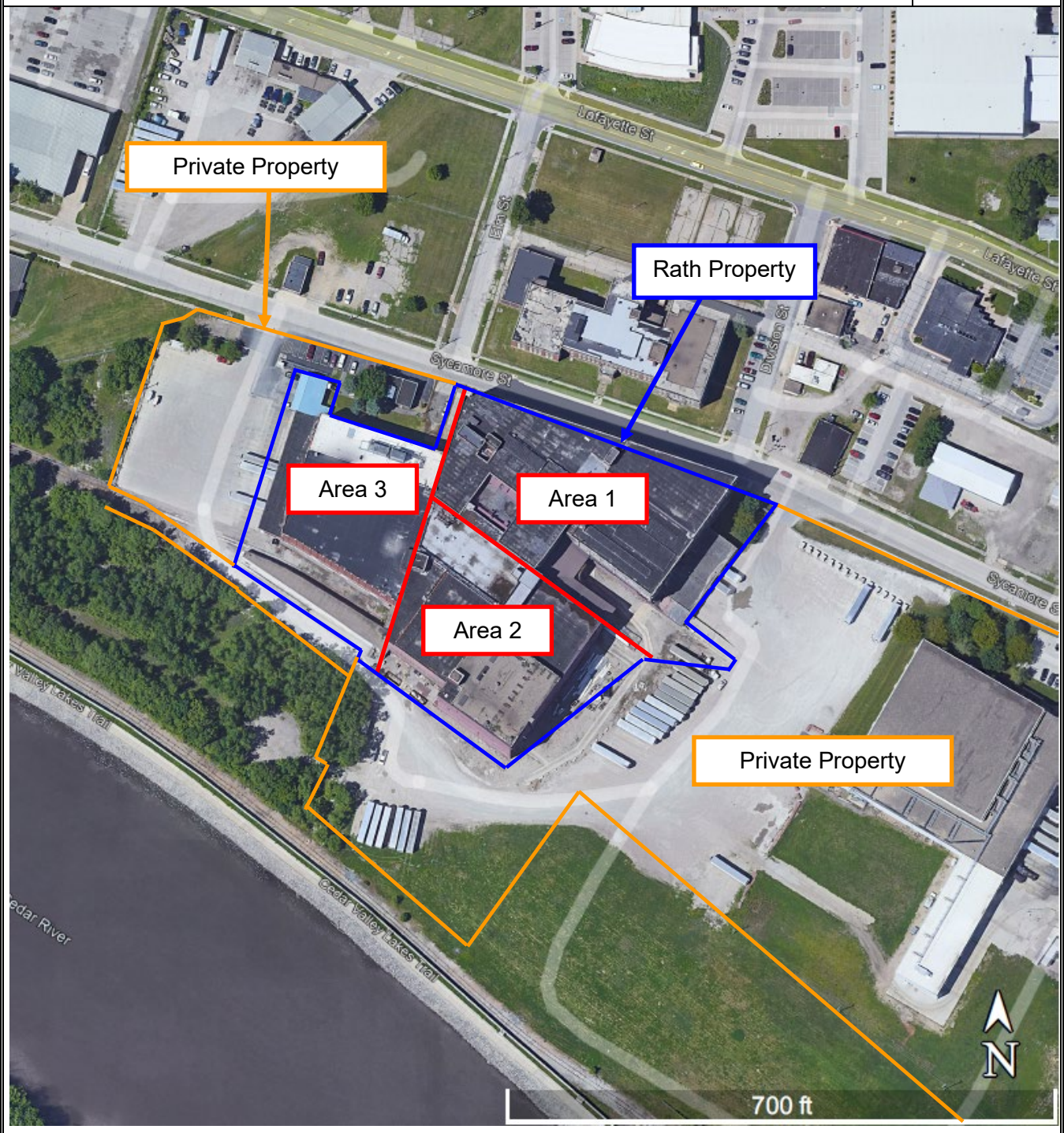
CONTRACTOR

_____
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

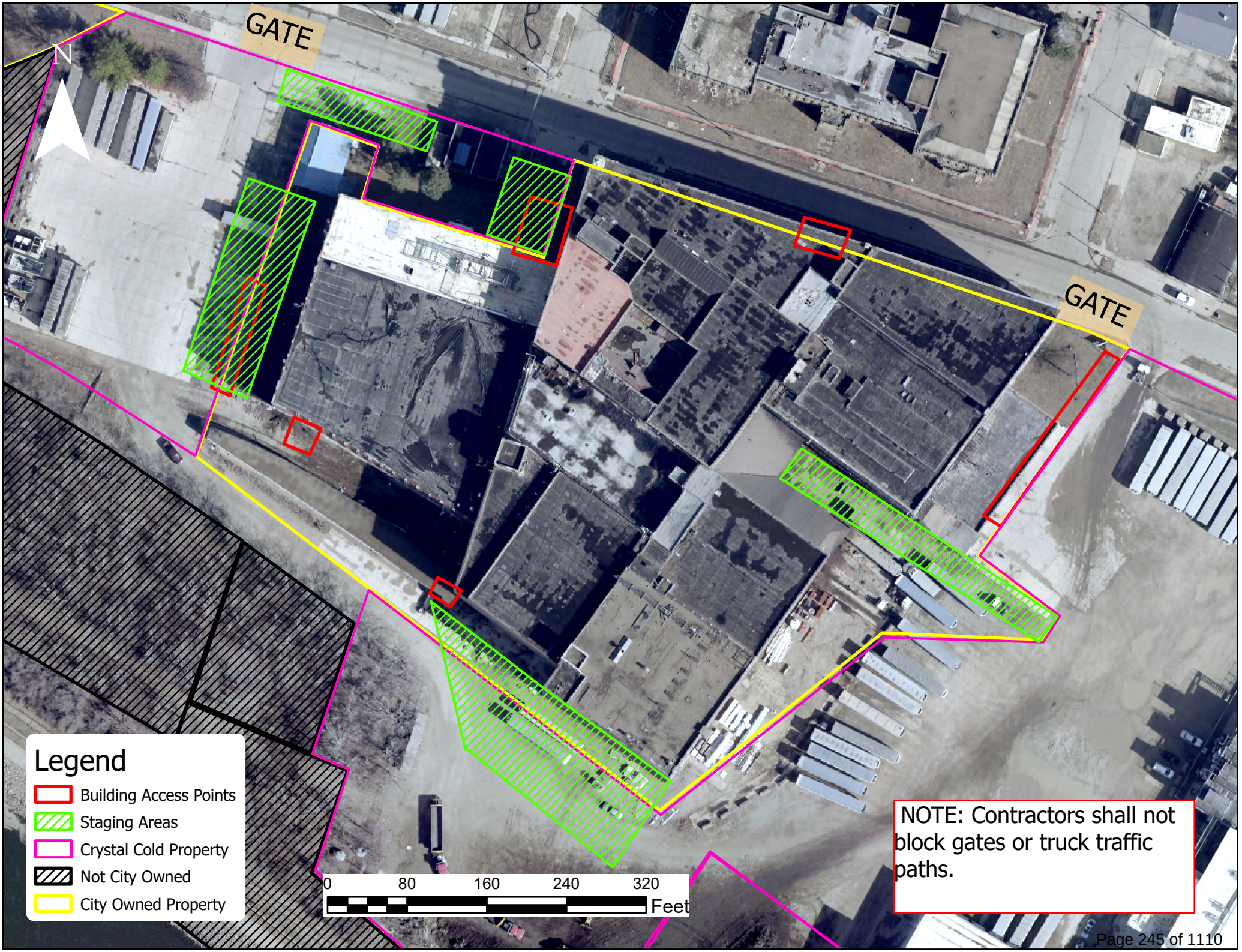

GATE
GATE
N
Legend
Building Access Points
Staging Areas
Crystal Cold Property
Not City Owned
City Owned Property
0
80
160
240
320
Feet
NOTE: Contractors shall not block gates or truck traffic paths.

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:

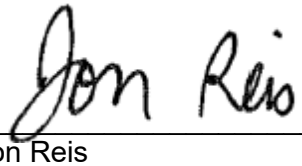
February 6, 2025

Revised July 11, 2025

ASBESTOS CONTAINING MATERIALS INSPECTION

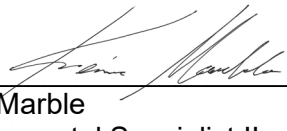
Rath Buildings
1142 Sycamore Street
Waterloo, Iowa 50703

Inspected and Prepared by:

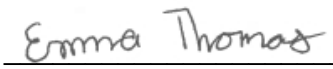


Jon Reis
Sr. Project Manager
Iowa Certified Asbestos Inspector: 25-12880I

Inspected by:

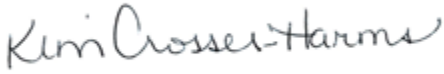


Kevin Marble
Environmental Specialist II
Iowa Certified Asbestos Inspector: 24-11230I



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

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY 1
2.0 INTRODUCTION 4
3.0 PROPERTY DESCRIPTION 5
4.0 INSPECTION LIMITATIONS 5
5.0 INSPECTION ACTIVITIES 5
6.0 CONCLUSIONS / RECOMMENDATIONS 22
7.0 CONDITIONS & LIMITATIONS 22

LIST OF TABLES

Table 1 – Asbestos Containing Materials Summary List
Table 2a – Asbestos Containing Materials Sample List (Toeroek Associates, Inc.)
Table 2b – Asbestos Containing Materials Sample List (Eocene)
Table 3a – Non-Asbestos Containing Material Sample List (Toeroek Associates, Inc.)
Table 3b – Non-Asbestos Containing Material Sample List (Eocene)

APPENDICES

APPENDIX A - Qualifications
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

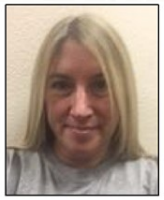
Qualifications

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

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-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**

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-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**

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-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**

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-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**

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-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**

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

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.

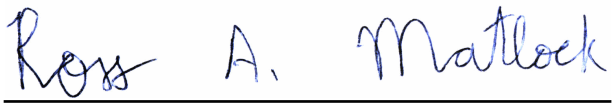
Report Comments:

Sample Receipt Date:	01/16/2025	Sample Receipt Time:	8:05 AM
Analysis Completed Date:	01/17/2025	Analysis Completed Time:	8:23 AM

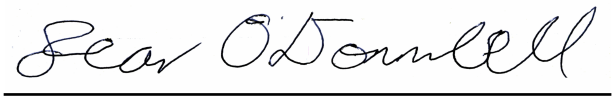
Analyst(s):



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

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
Phone/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: 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)

Melissa Newkirk

Asbestos Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

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

Initial report from: 01/22/2025 11:27:08

EMSL Analytical, Inc.
6340 CastlePlace Dr., Indianapolis, IN 46250
Phone/Fax: (317) 803-2997 / (317) 803-3047
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

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 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.
6340 CastlePlace Dr. Indianapolis, IN 46250
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: (515) 473-6256
Fax: (515) 528-8005
Received Date: 01/23/2025 9:32 AM
Analysis Date: 01/23/2025
Collected Date:

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**

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

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:	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

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:	01/23/2025	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**

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:** **Fax:** **Received Date:** **Analysis Date:** **Collected Date:**	(515) 473-6256 (515) 528-8005 05/09/2025 8:00 AM 05/12/2025
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.
6340 CastlePlace Dr., Indianapolis, IN 46250
Phone/Fax: (317) 803-2997 / (317) 803-3047
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.
LABORATORY • PRODUCTS • TRAINING

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	

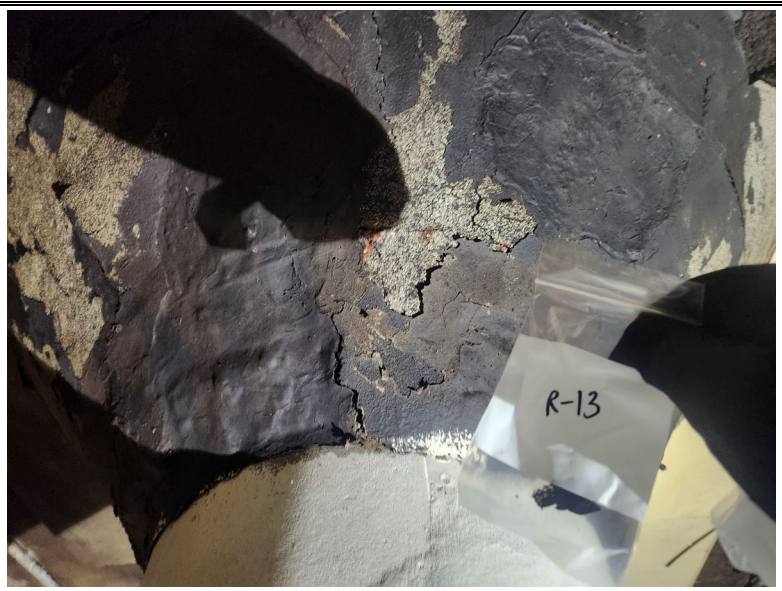
Photograph table includes photos of all asbestos-containing materials. (Continued)

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)

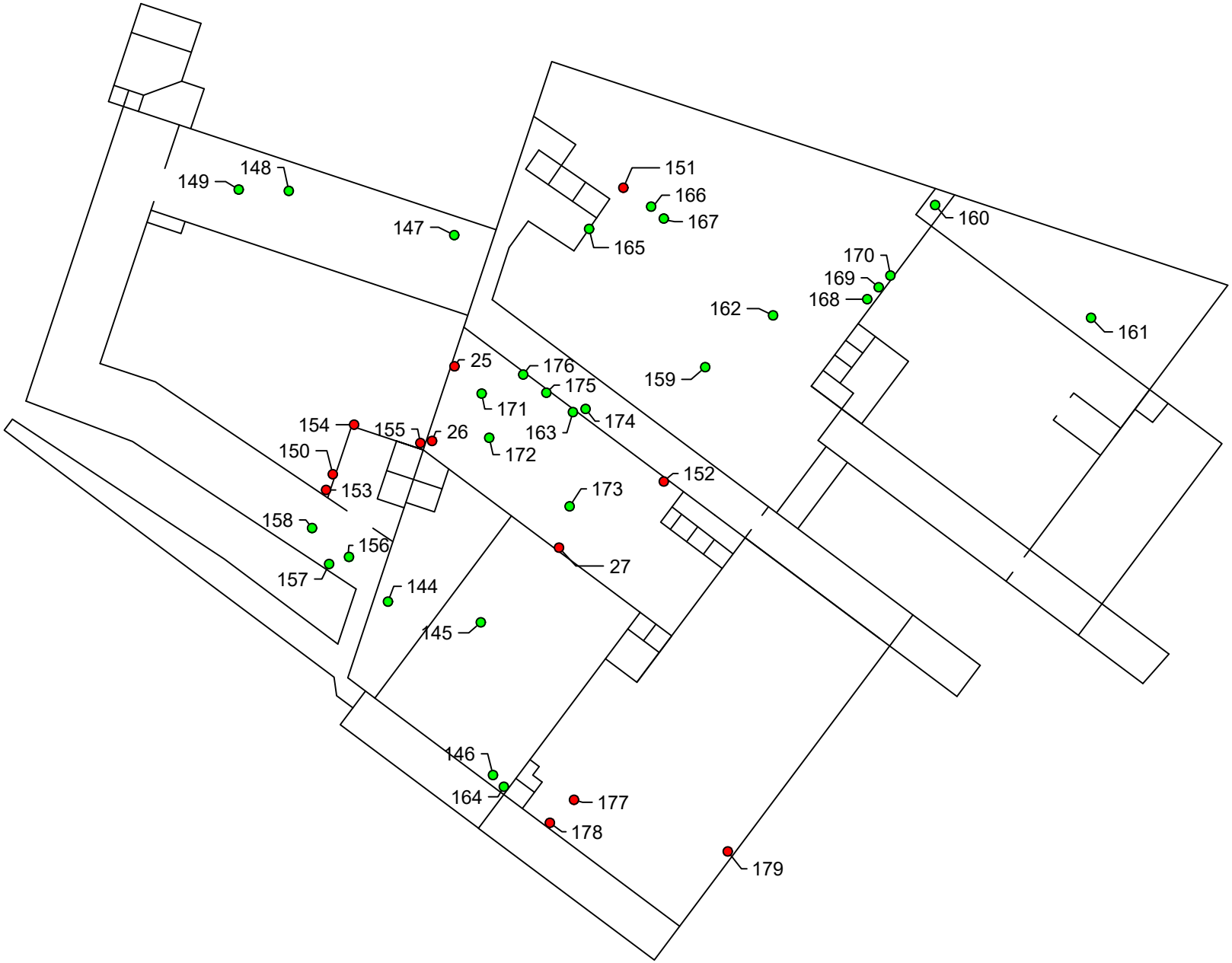
5/7/2025 **Photographer:** **Leon Johnson**	**Asbestos Containing Materials Inspection** **1442 Sycamore Street** **Waterloo, Iowa 50703**
Photo #27 **Description:** ACM Black Ceiling Covering **Location:** 3rd Floor, Main Room, West Side **Sample** R-60	
Photo #28 **Description:** ACM Black Cork Insulation 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

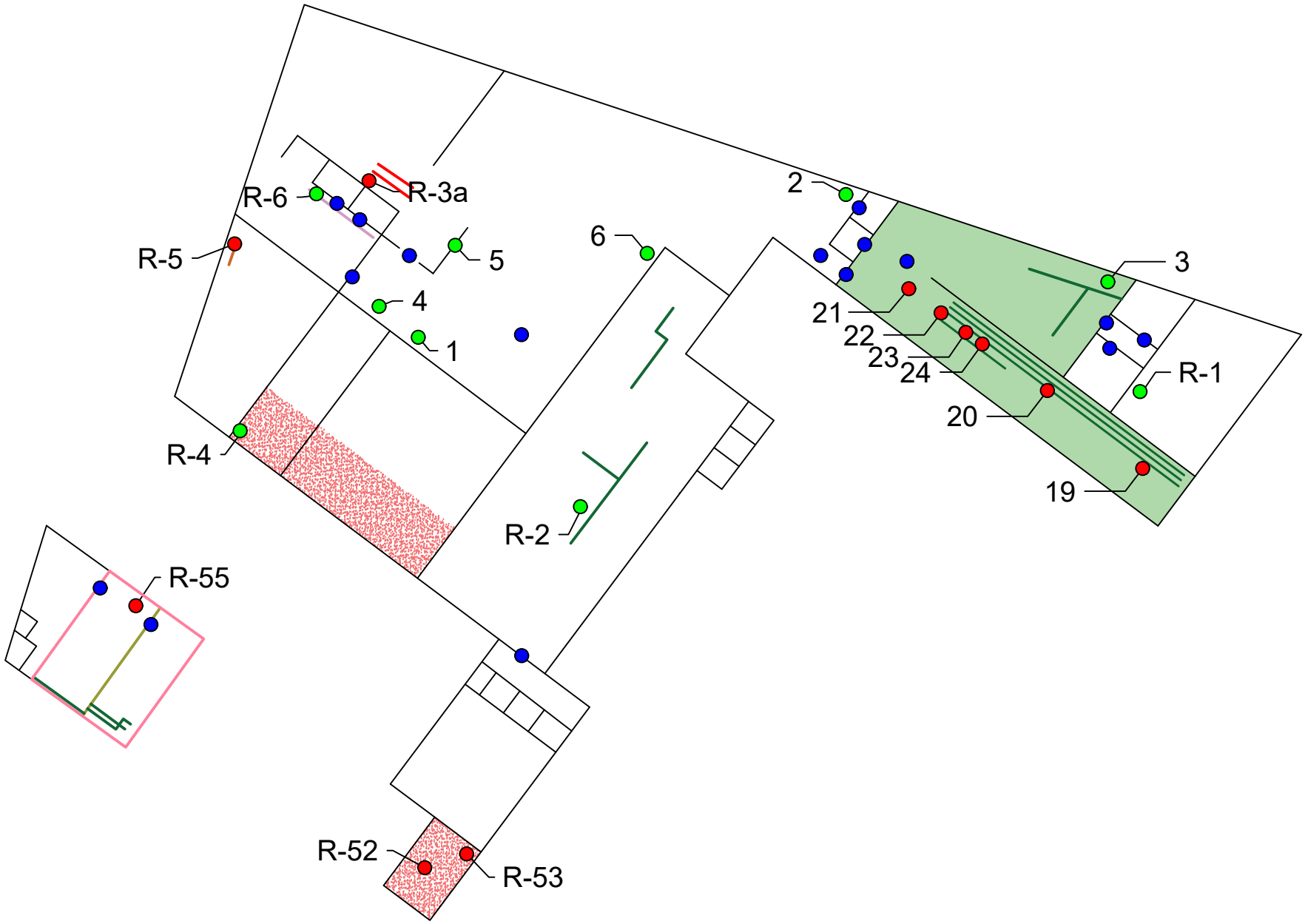
N
W
E
S

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

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

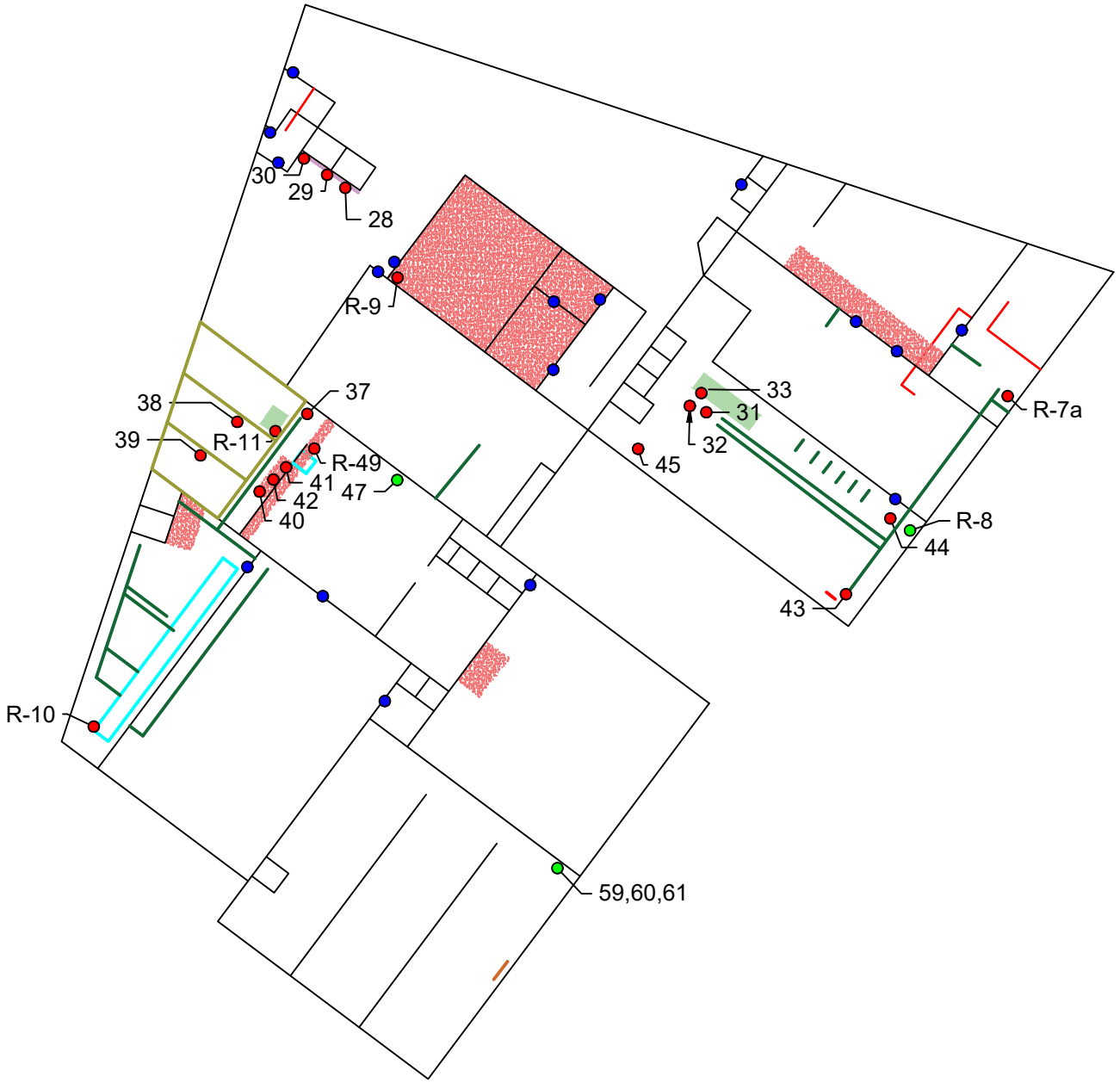
JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
7th Floor

Eocene SM Environmental Group

Legend

- 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



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
- Expansive Joint
- 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

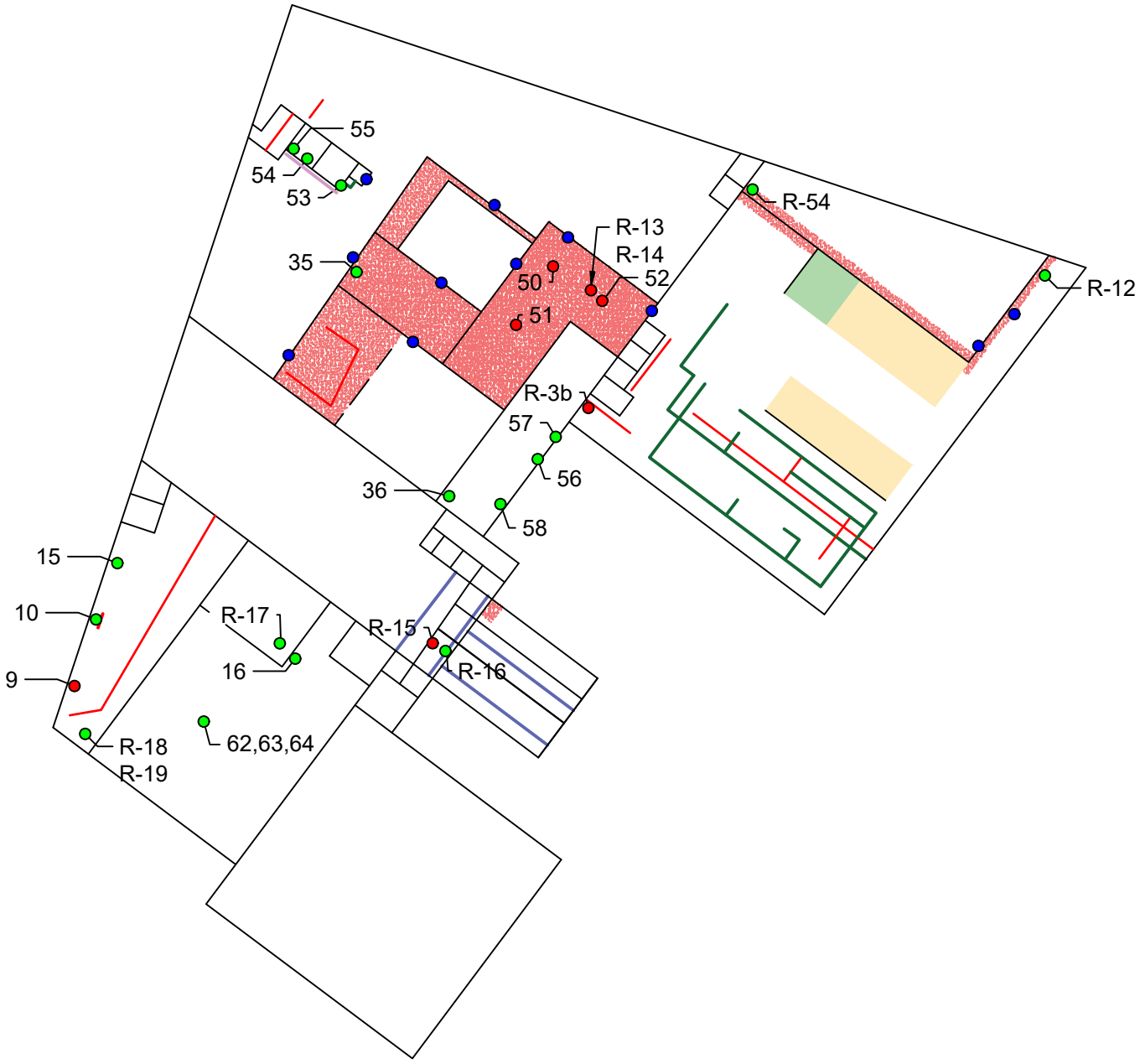
N W E S

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

- 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

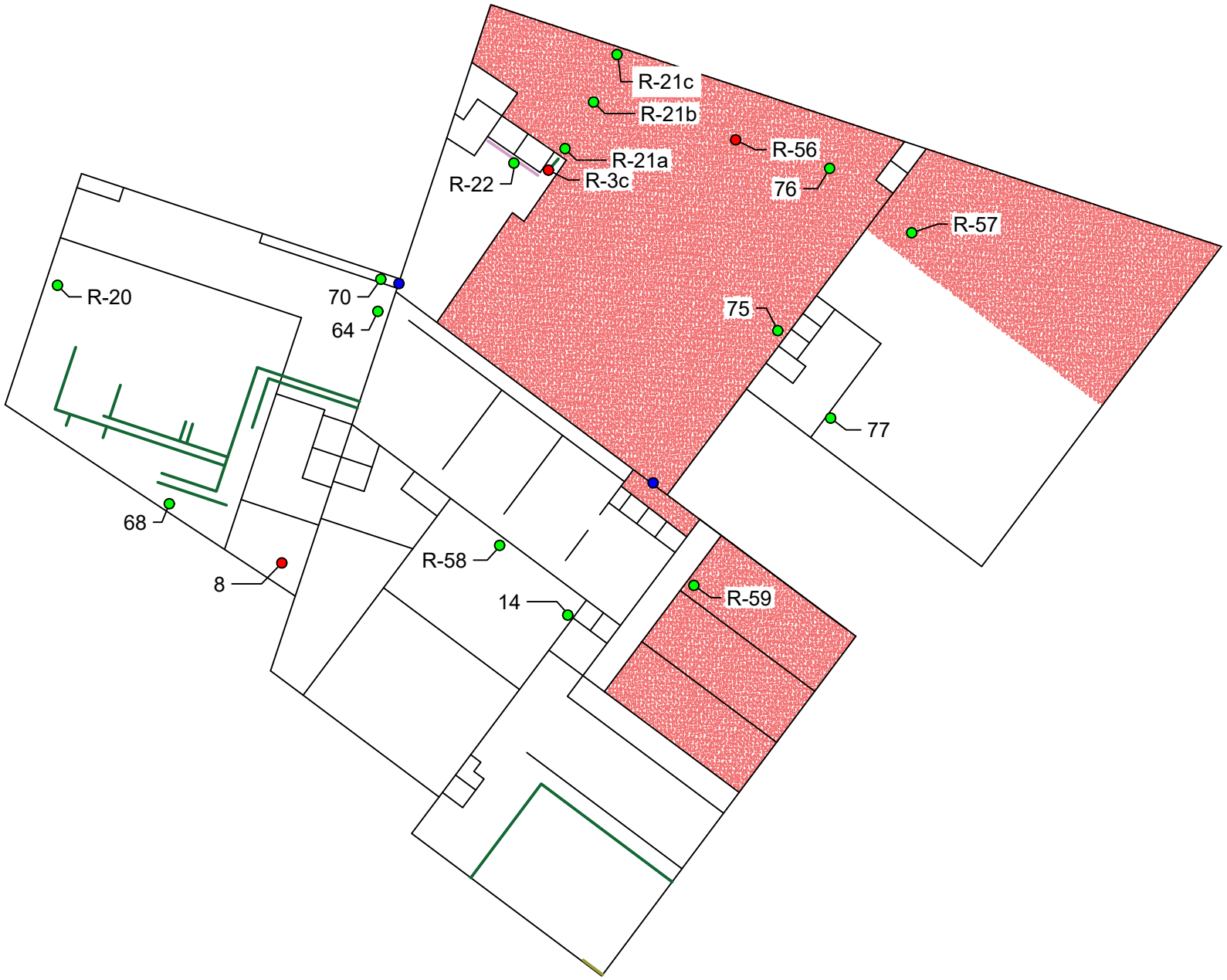
N W E S

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



N
W
E
S

DATE:	02/05/2025
DRAWN BY:	JH
CHECKED BY:	JR
SCALE:	N/A
PROJECT NO:	City of Waterloo

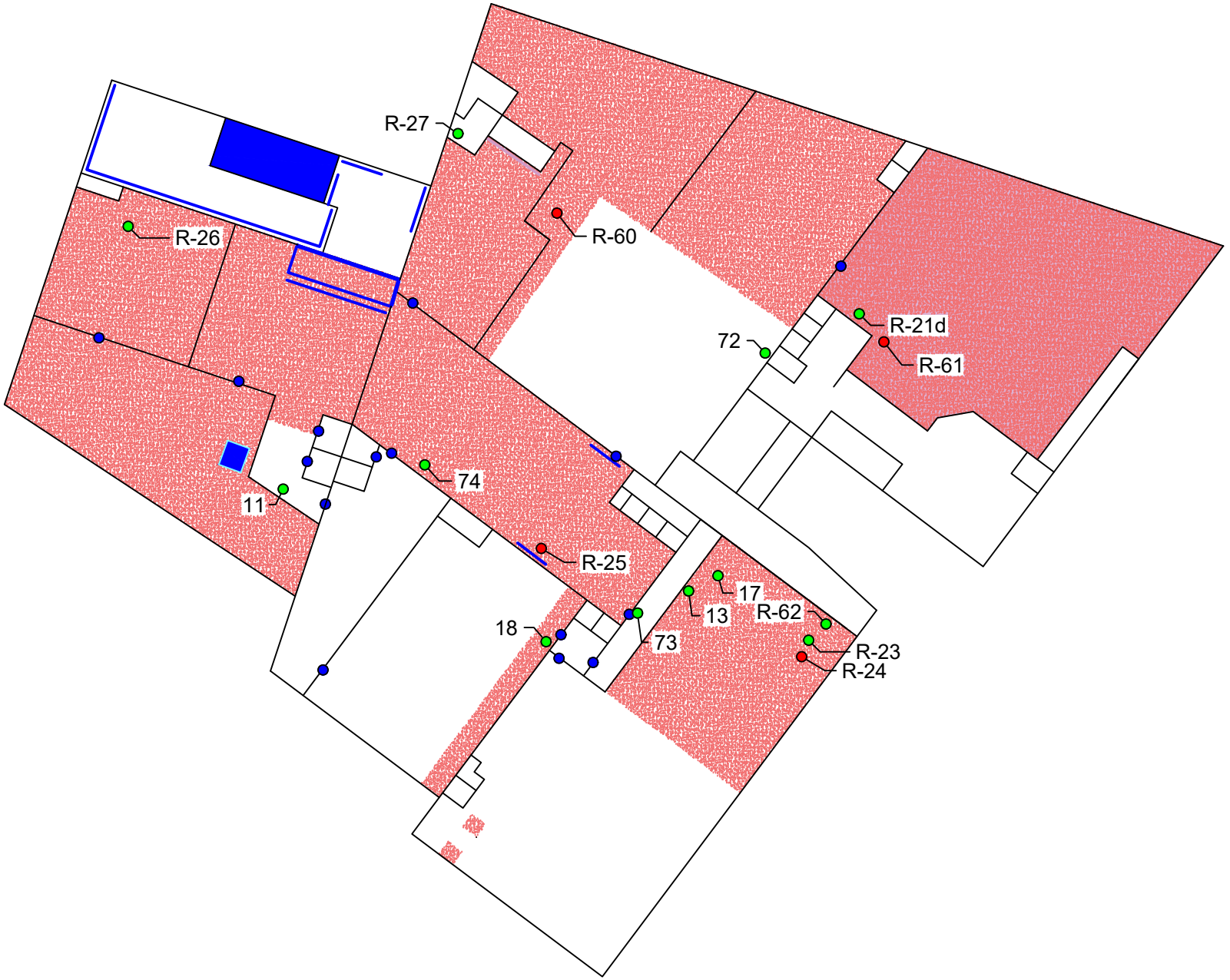
JOB DESCRIPTION:
ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE:
Property Map
4th 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
- Aircell Pipe Insulation
- Expansive Joint
- 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

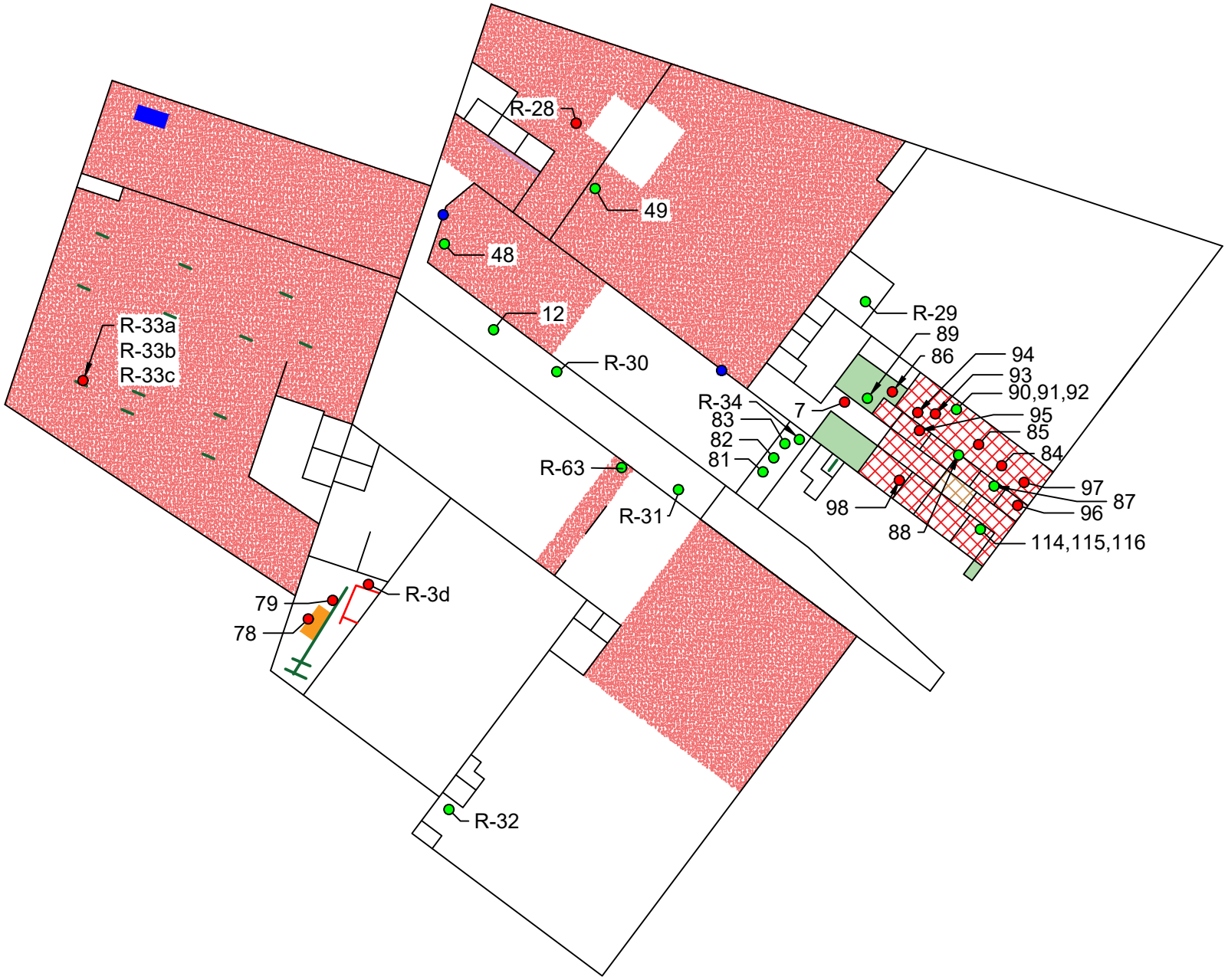
N W E S

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
3rd 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
- 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

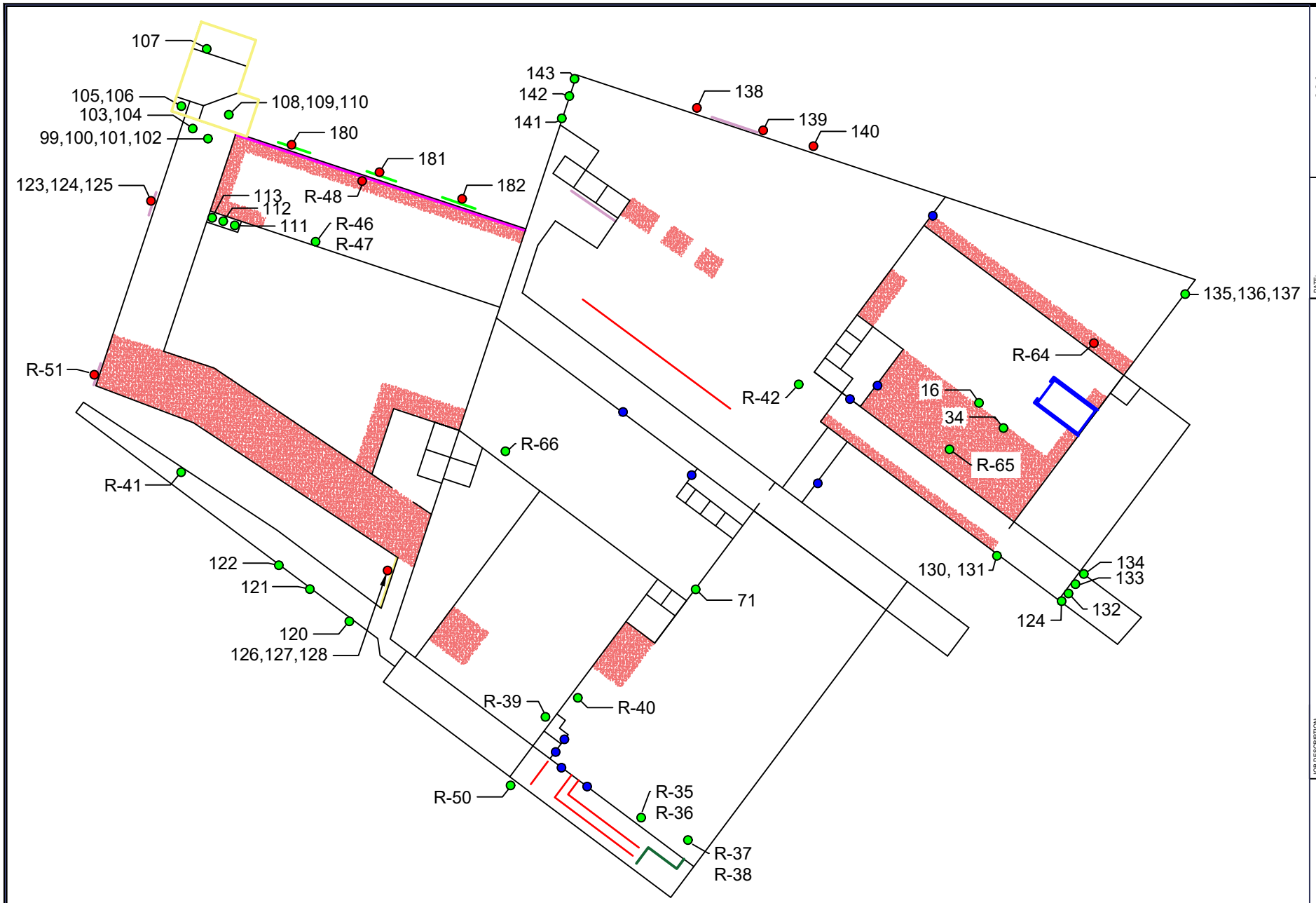
N W E S

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



Legend

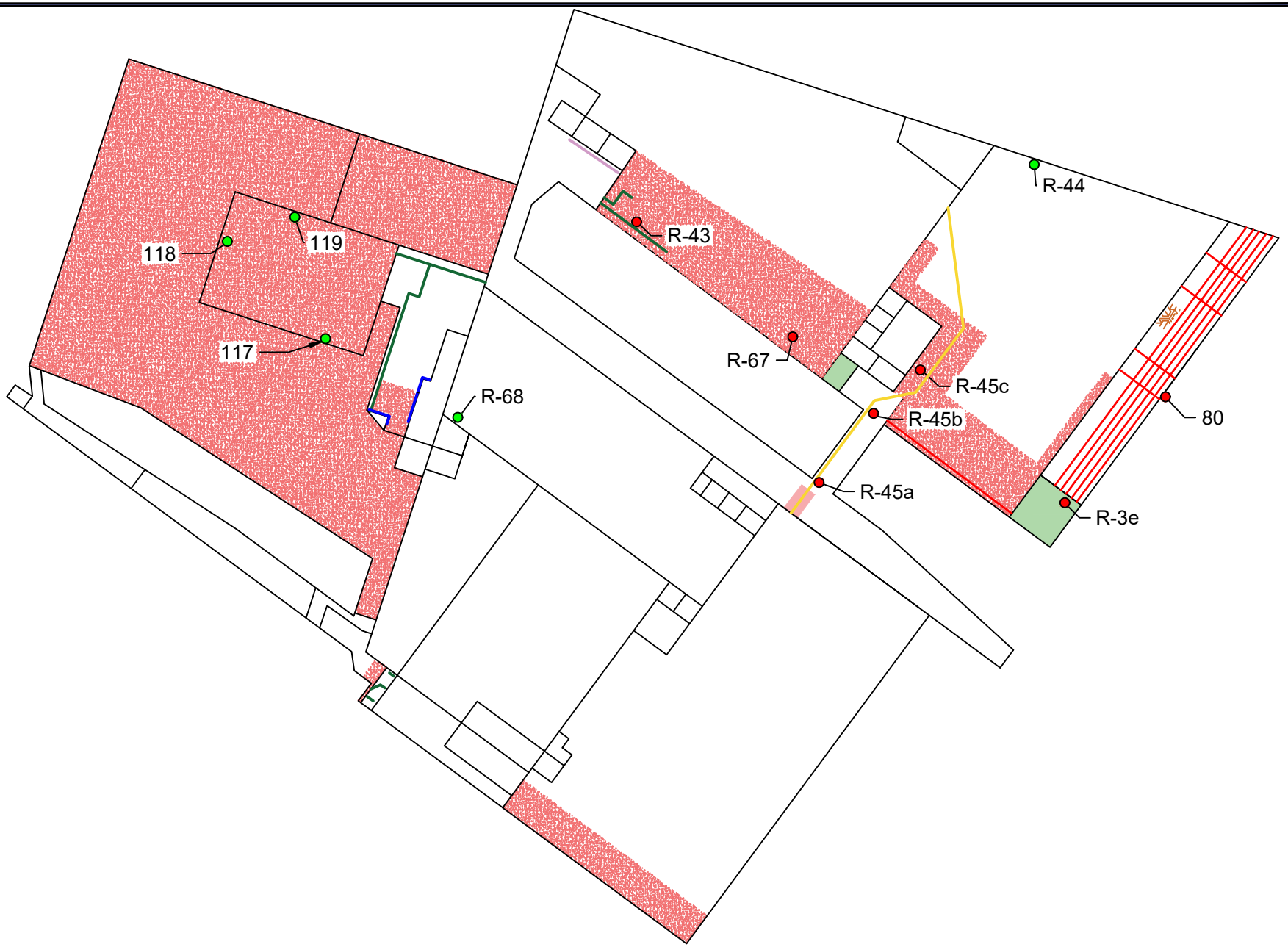
- Positive ACM
- Negative ACM
- Pipe Insulation
- Caulk
- Possible Fire Door
- Inaccessible
- Panel Adhesive
- Transite Wall Panel
- 9x9in Green Floor Tile, Mastic, Pipe Insulation Debris
- 12x12in Brown Floor Tile, Mastic, Pipe Insulation Debris
- Duct Wrap
- Aircell Pipe Insulation
- Expansive Joint
- Wall Tar
- Cement Board
- Chalkboard
- Cork Insulation Tar
- Duct Sealant
- Duct Wrap Debris
- Aircell/Pipe Insulation Debris
- Corrugated Transite Panels
- 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
1st 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
- 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

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

CONTENTS

Section		Page
1.0	INTRODUCTION	1
2.0	SUBJECT PROPERTY BUILDING	4
3.0	ACM FIELD SURVEY AND ANALYTICAL PROTOCOLS	5
4.0	LBP SCREENING AND ANALYTICAL PROTOCOLS	6
5.0	PCB FIELD SURVEY AND ANALYTICAL PROTOCOLS	7
6.0	ACM FINDINGS	8
7.0	LBP FINDINGS	17
8.0	PCB FINDINGS	41
9.0	FINDINGS AND RECOMMENDATIONS	42
9.1	Asbestos-Containing Material (ACM)	42
9.2	Lead-Based Paint (LBP)	43
9.3	Polychlorinated Biphenyls (PCBS)	43
10.0	ASSUMPTIONS AND DEVIATIONS	44
11.0	REFERENCES	45

APPENDICES

Appendix

APPENDIX A FIGURES

APPENDIX B PHOTOGRAPHIC DOCUMENTATION LOG

APPENDIX C INSPECTOR CERTIFICATIONS

APPENDIX D ACM ANALYTICAL RESULTS AND CHAIN-OF-CUSTODY FORMS

APPENDIX E PCB ANALYTICAL RESULTS AND CHAIN-OF-CUSTODY FORMS

FIGURES (in Appendix A)

Figures

FIGURE 1 SAMPLE LOCATION MAP – BASEMENT
FIGURE 2 SAMPLE LOCATION MAP – 1ST FLOOR
FIGURE 3 SAMPLE LOCATION MAP – 2ND FLOOR
FIGURE 4 SAMPLE LOCATION MAP – 3RD FLOOR
FIGURE 5 SAMPLE LOCATION MAP – 4TH FLOOR
FIGURE 6 SAMPLE LOCATION MAP – 5TH FLOOR
FIGURE 7 SAMPLE LOCATION MAP – 6TH FLOOR
FIGURE 8 SAMPLE LOCATION MAP – 7TH FLOOR
FIGURE 9 SAMPLE LOCATION MAP – ROOF

TABLES

Table **Page**

TABLE 1 SUMMARY OF RESULTS FROM LABORATORY ANALYSIS FOR SUSPECT ACM 9
TABLE 2 SUMMARY OF LBP SCREENING RESULTS 18

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

Environmental Protection Agency, U.S. (EPA). 2016. How to Test for PCBs and Characterize Suspect Materials. Accessed July 7, 2022. https://www.epa.gov/pcbs/how-test-pcbs-and-characterize-suspect-materials

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

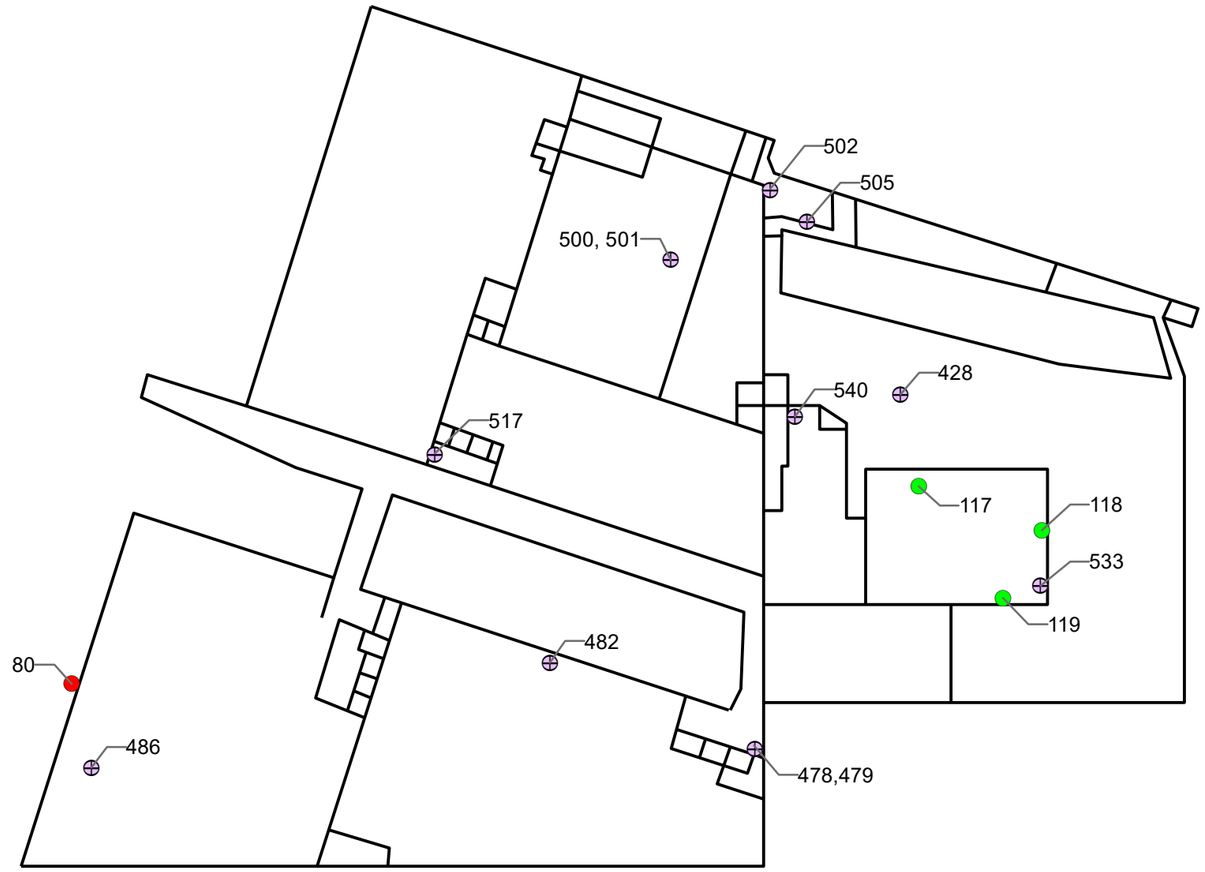
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	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

X:\G\65210190\010.05\Projects\mxd\Figure1.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

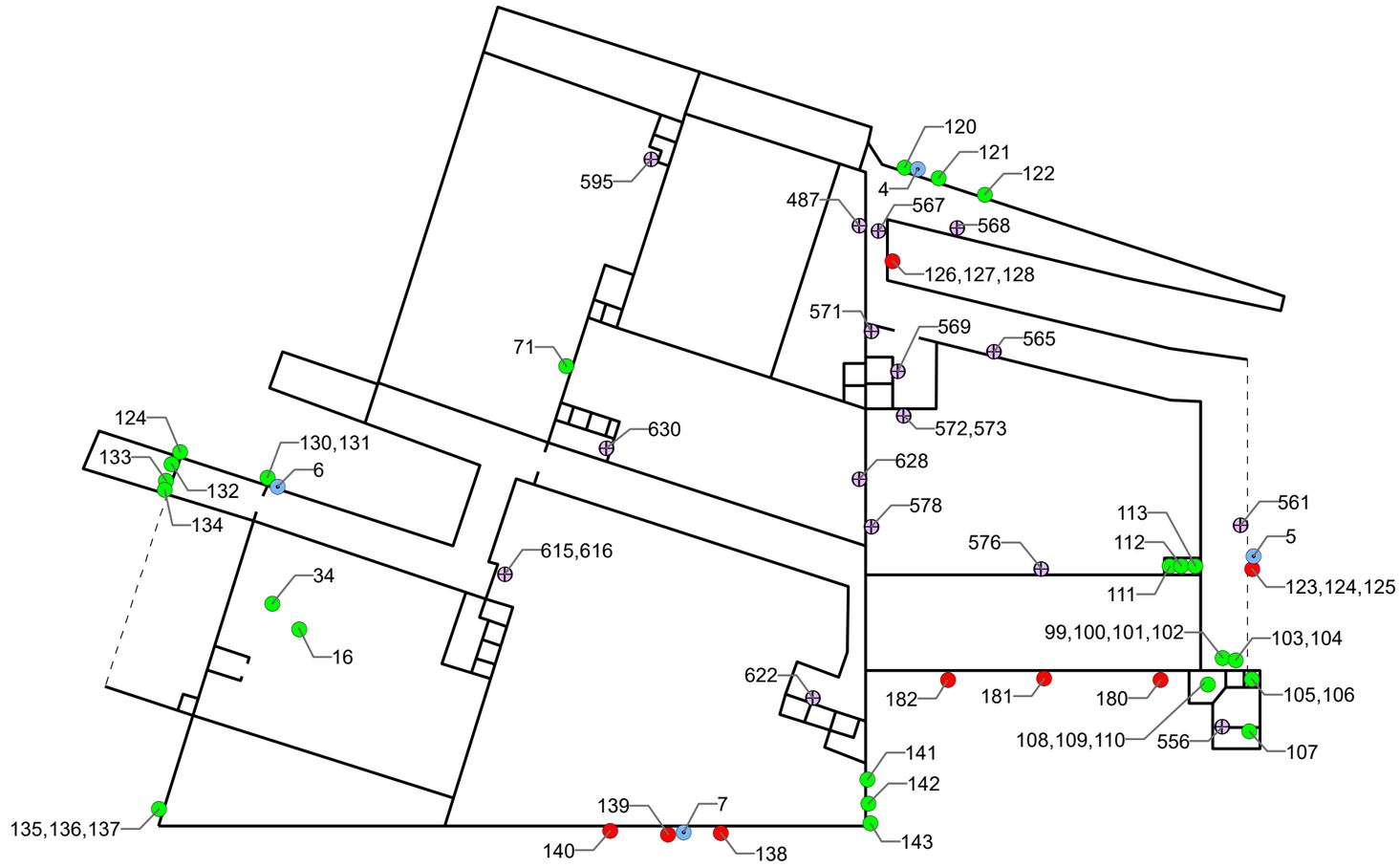
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	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 2
Sample Location Map - 1st 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\Figure2.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

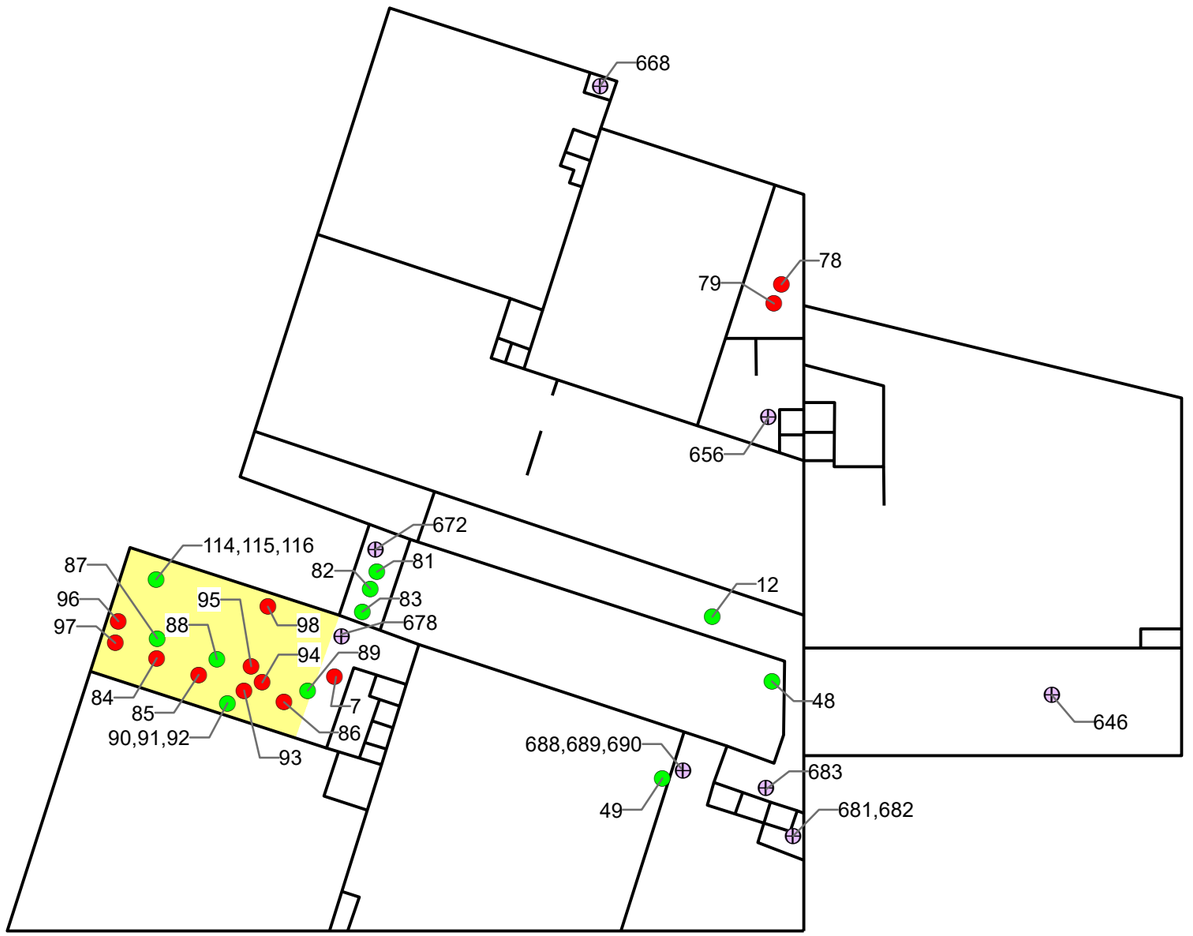
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	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
- 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

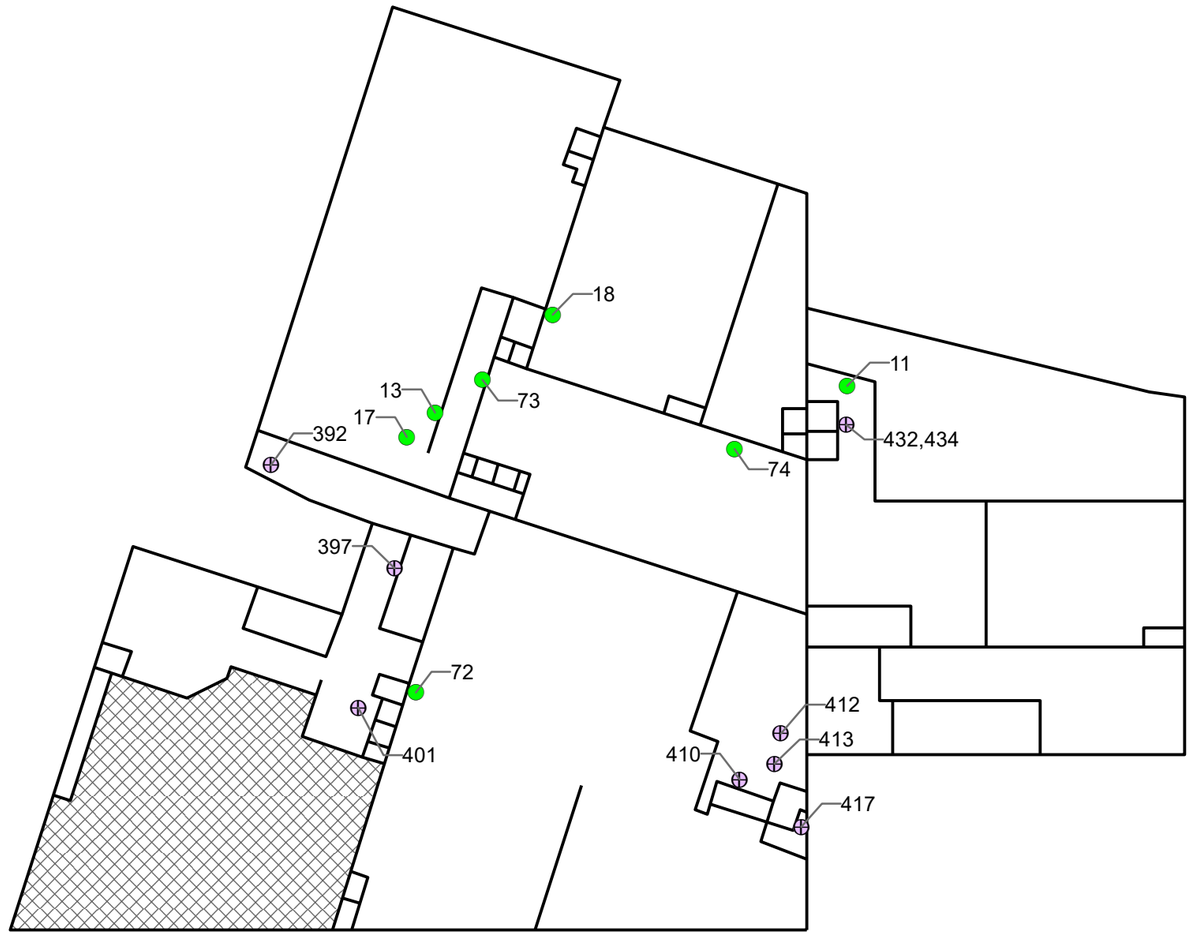
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	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

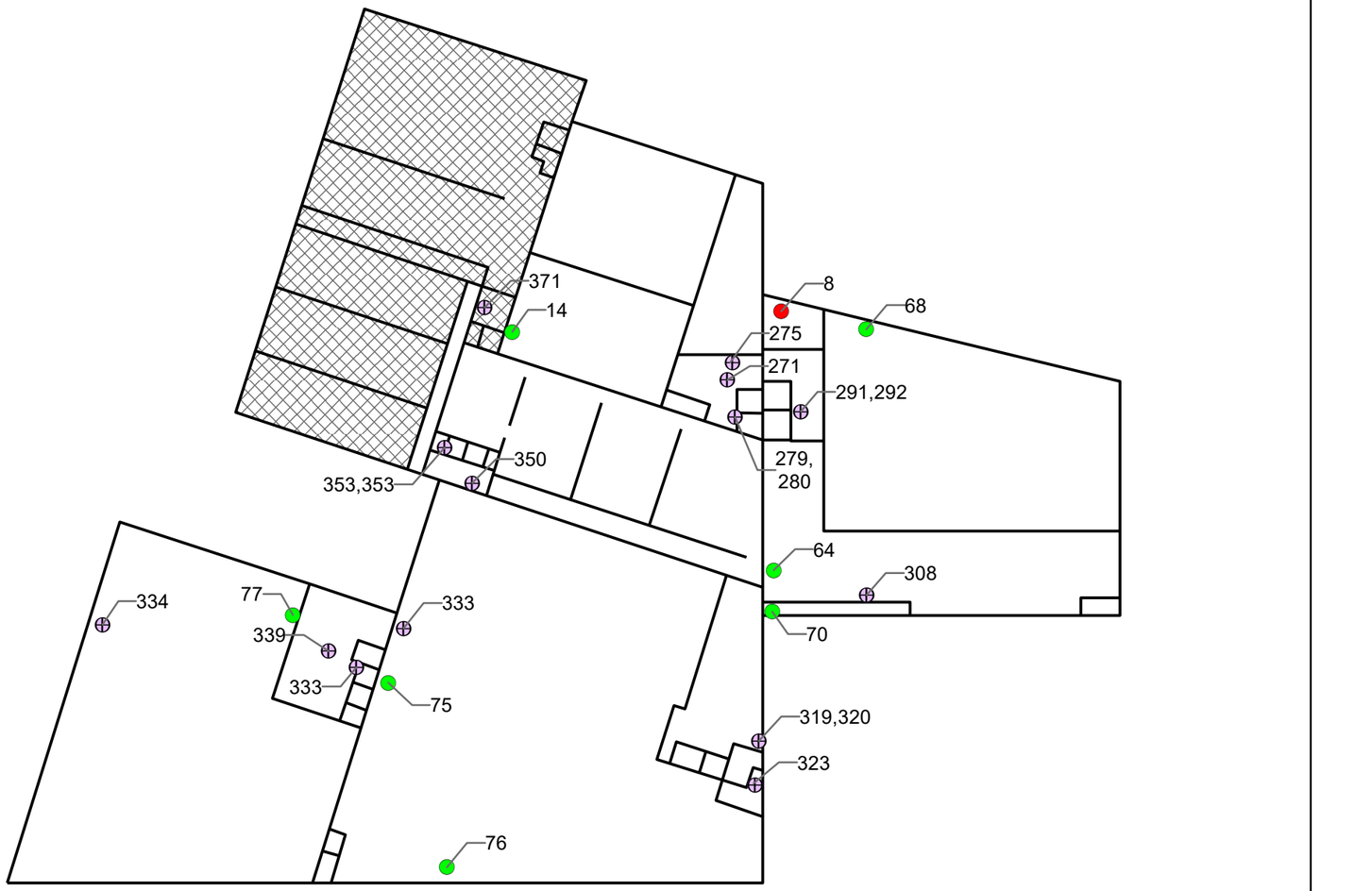
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	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:\G\65210190\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

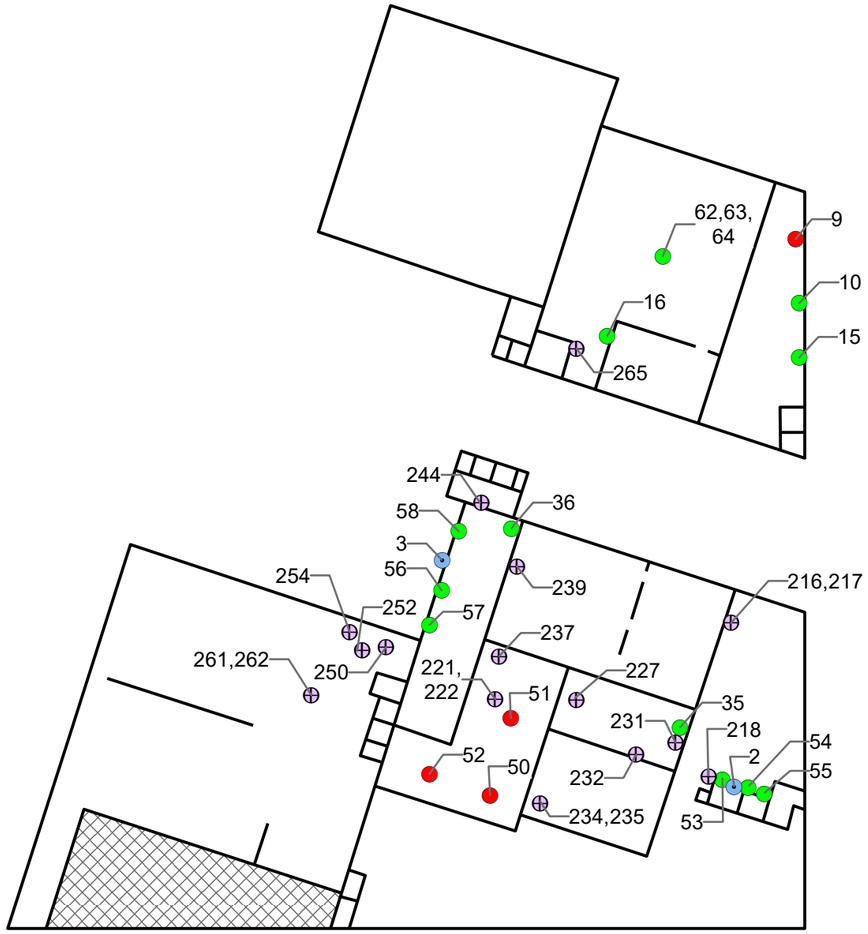
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	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 190\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

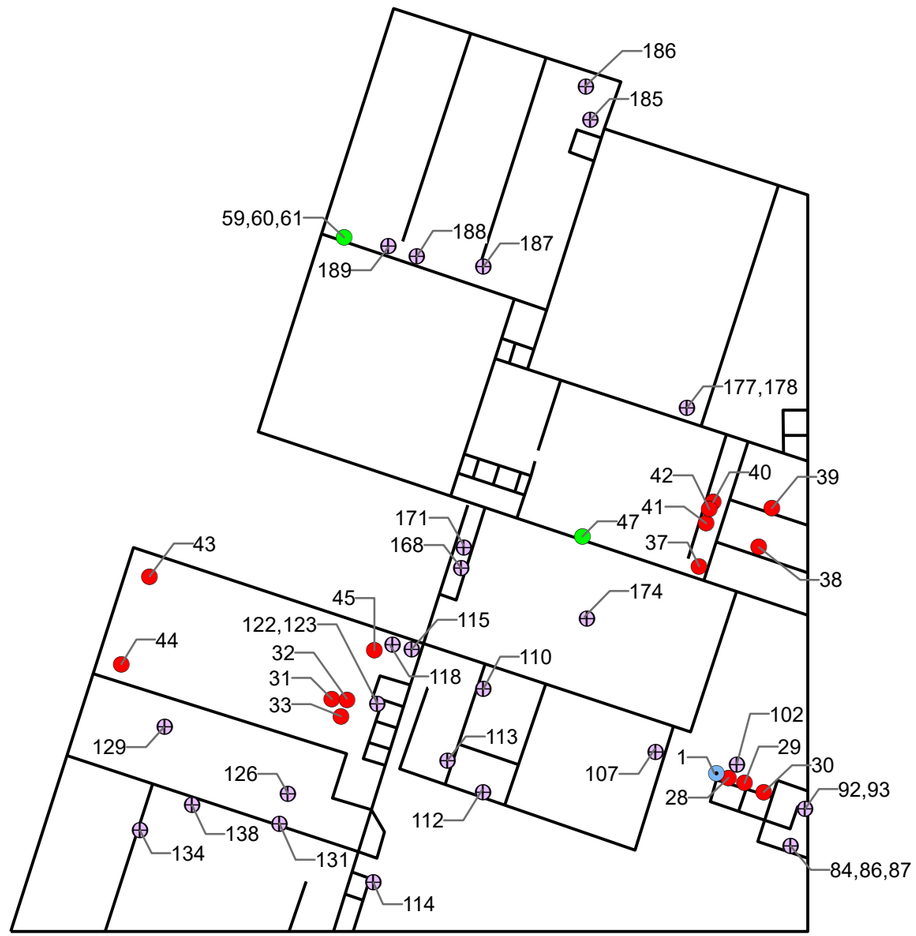
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	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

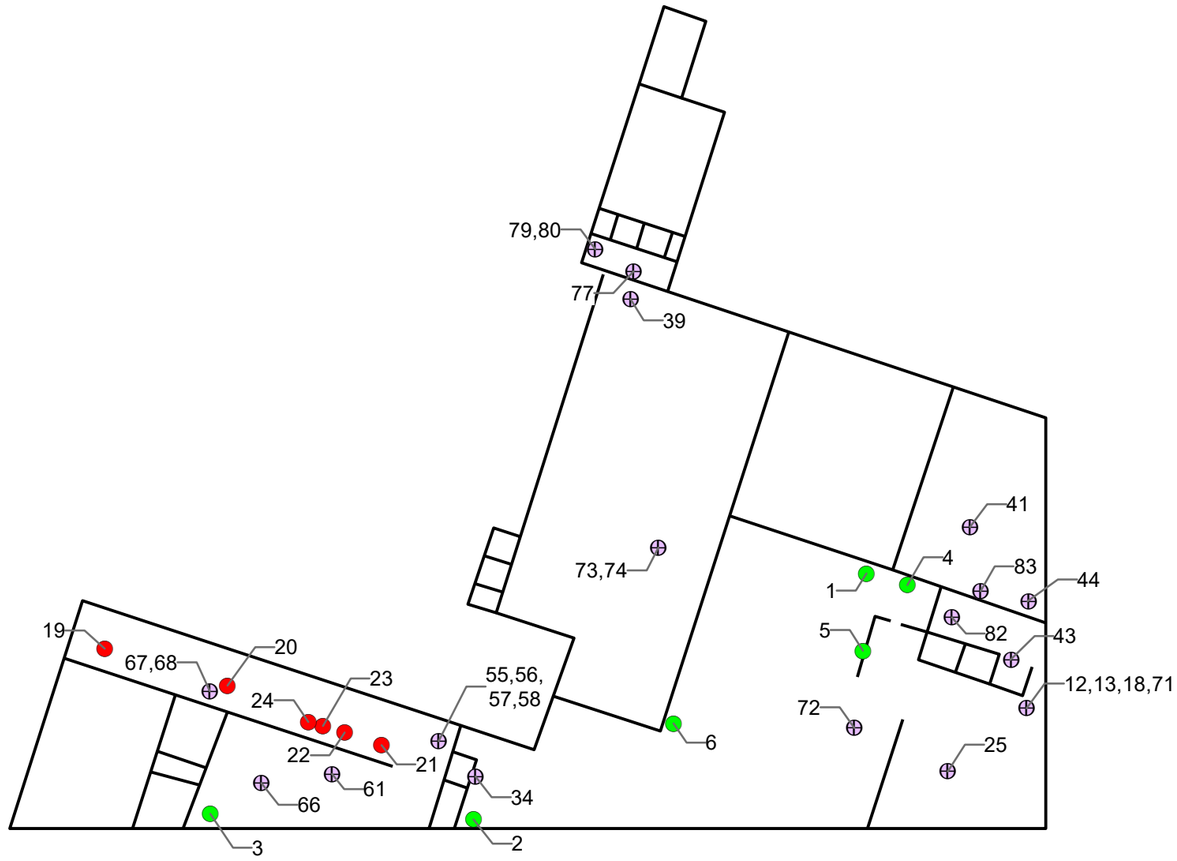
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	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

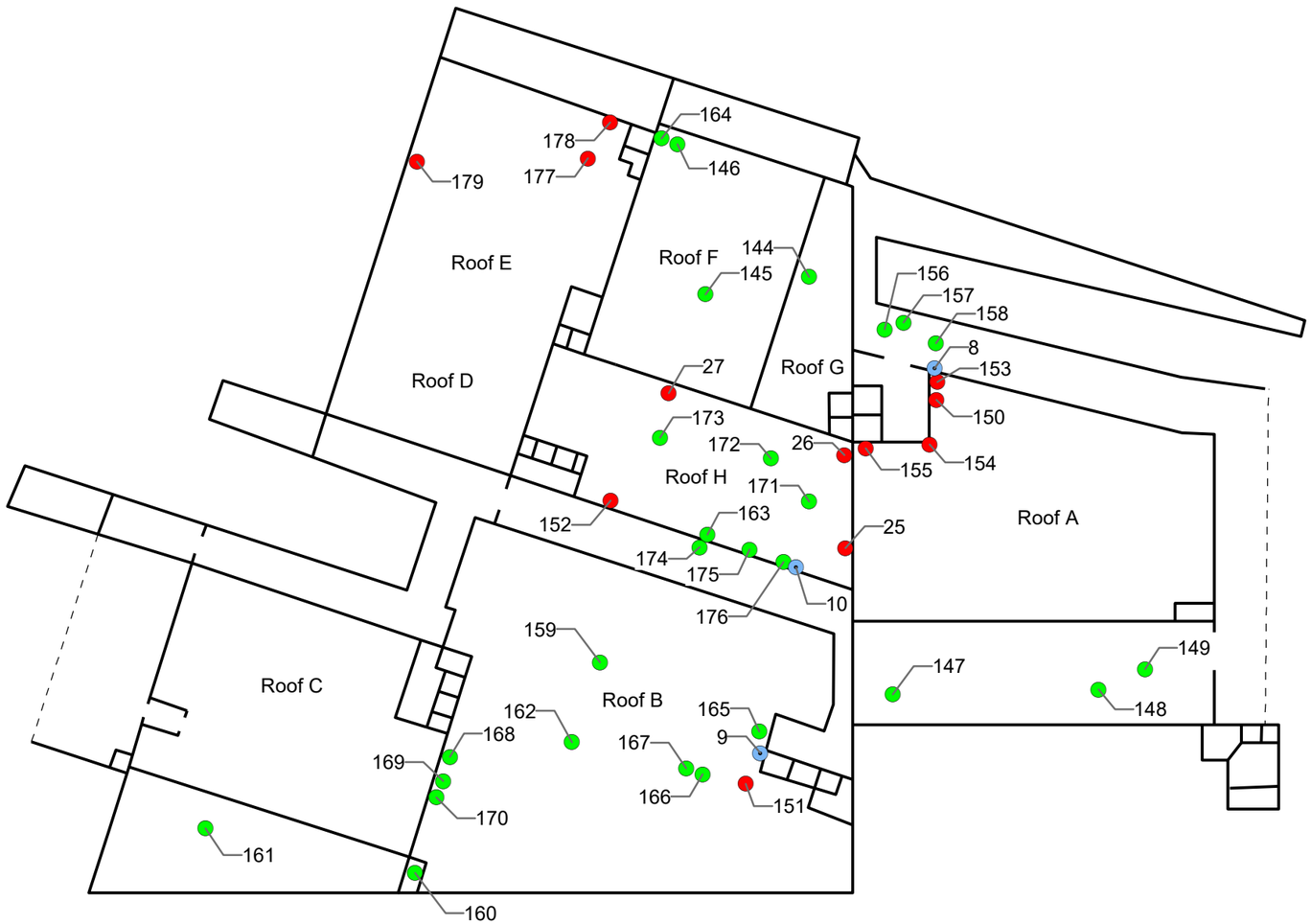
Key	Sample No.
Asbestos	
54	RB-DC2-02
55	RB-DC2-03
56	RB-WC-01
57	RB-WC-02
58	RB-WC-03
59	RB-FH-01
60	RB-FH-02
61	RB-FH-03
62	RB-PW-01
63	RB-PW-02
64	RB-PW-03
68	RB-T2-01
69	RB-T2-02
70	RB-T2-03
71	RB-FWC-01
72	RB-FWC-02
73	RB-FWC-03
74	RB-FWC-04
75	RB-FWC-05
76	RB-FWC-06
77	RB-FWC-07
78	RB-TI-01
79	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\010.05\Projects\mxd\Figure9.mxd

APPENDIX B

PHOTOGRAPHIC DOCUMENTATION LOG

Hazardous Materials Survey, Photographic Documentation Log
Former Rath Buildings, Waterloo, Iowa

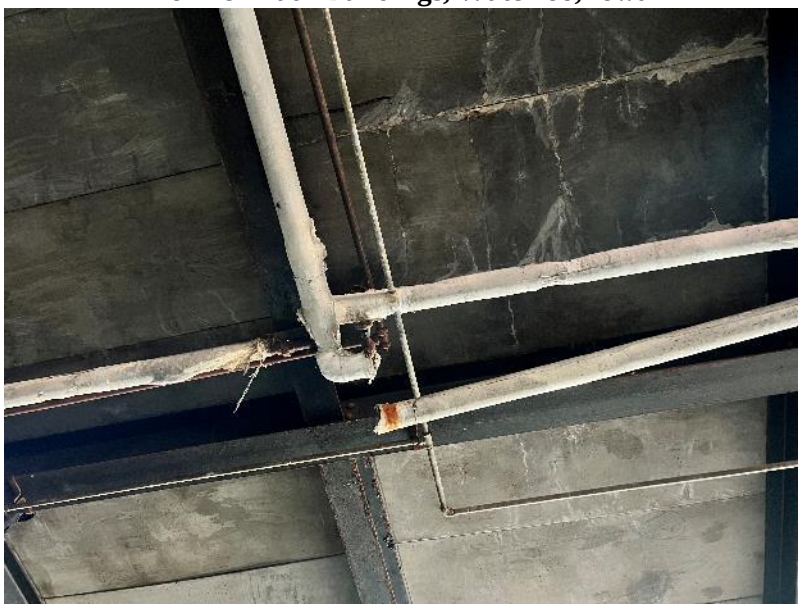


SUBTASK NO. 010.05	DESCRIPTION	This photograph shows the subject property building.	1
	CLIENT	U.S. Environmental Protection Agency (EPA)	Date
Direction: Southwest	PHOTOGRAPHER	Zach Usher	6/16/2022

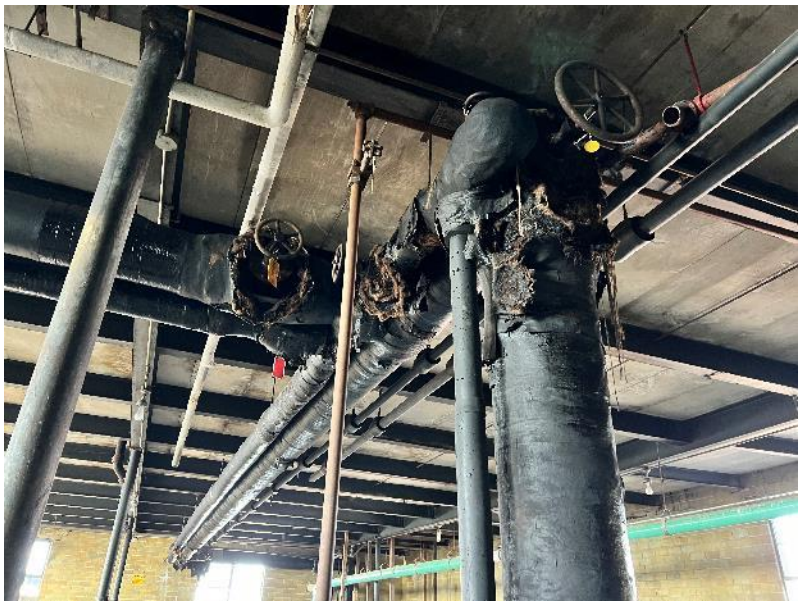


SUBTASK NO. 010.05	DESCRIPTION	This photograph shows white window caulk and window glazing on interior square-paned windows.	2
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

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

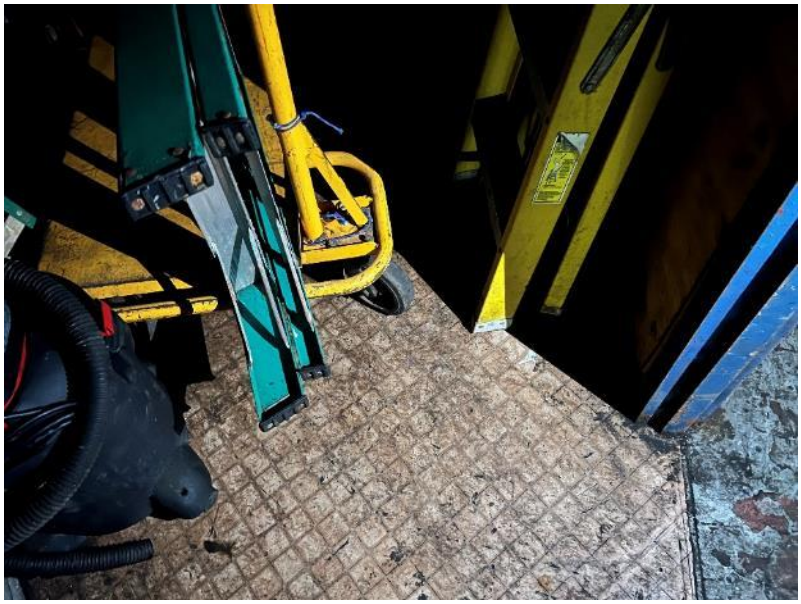


SUBTASK NO. 010.05	DESCRIPTION	This photograph shows white fissure 2’ x 4’ ceiling tile in the loading dock office.	23
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022



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

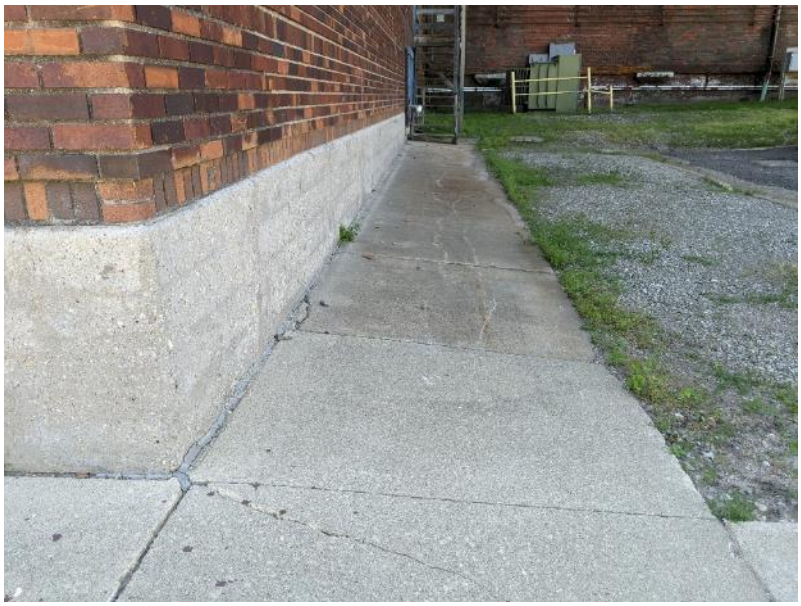


SUBTASK NO. 010.05	DESCRIPTION	This photograph shows white expansion joint (soft) on the northeast and north center of C12.	32
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022

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

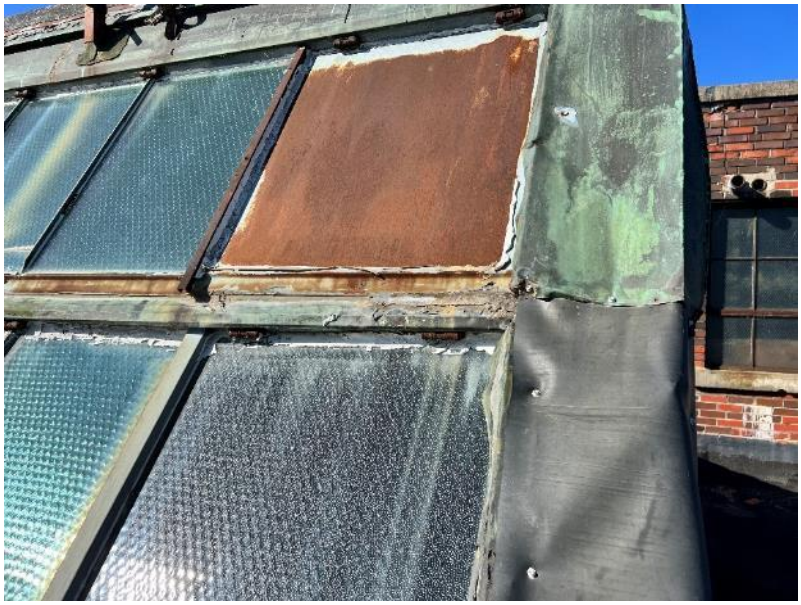


SUBTASK NO. 010.05	DESCRIPTION	This photograph shows roofing material on roofs F and G.	39
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Zach Usher	6/16/2022



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

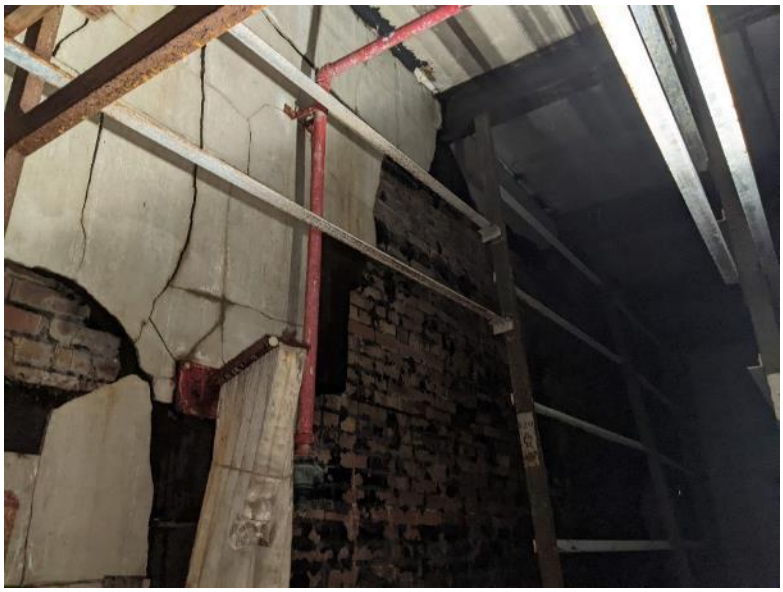


SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of green LBP on walls in women's restroom C64.	59
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022



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

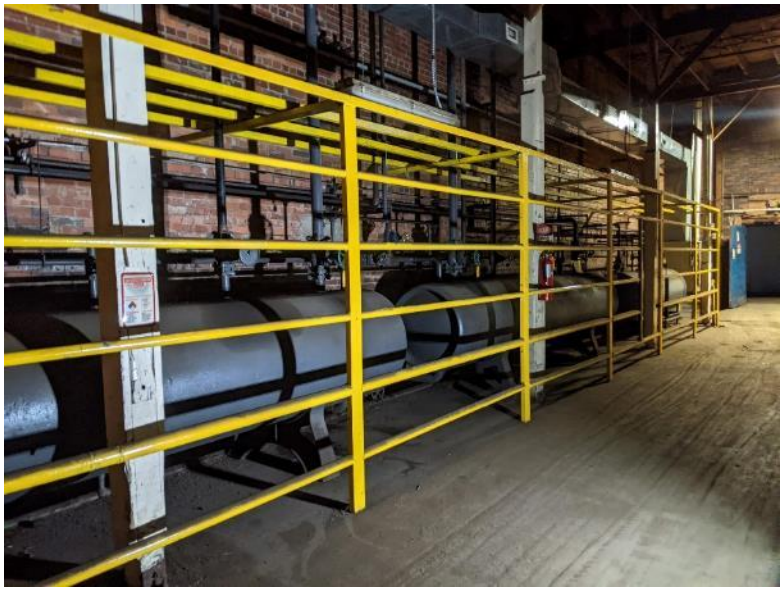


SUBTASK NO. 010.05	DESCRIPTION	This photograph shows a representative view of blue LBP on metal doors.	62
	CLIENT	EPA	Date
Direction: NA	PHOTOGRAPHER	Cory Nichols	6/16/2022

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

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

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-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%

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-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%

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-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%

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-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%

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-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%

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-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%

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-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%

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-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				

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-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%

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-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

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-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%

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-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				

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-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%

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-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%

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-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%

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-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%

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-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%

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-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%

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-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

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.

CHAIN OF CUSTODY
www.EMLabPK.com

eurofins | EMLab P&K

138105

pg 1 of 17

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

002958098

IS

F ; 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 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	"	"	"	"	"

	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-WG-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-BG-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-TSI-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-TSI2-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-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 1130		6/21/22 9:21 am
		ESS-SM	6/21/22 6:00pm

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service

Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY

eurofins | EMLab P&K

www.EMLabPK.com

Pg 2 of 17

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

A

REQU

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-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 9:21am

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service

Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY

eurofins | EMLab P&K

www.EMLabPK.com

Pg 3 of 17

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

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-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		
1	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
2	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
3	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
4	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
5	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
6	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
7	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
8	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
9	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
10	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
11	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
12	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES		RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
A – Air	W – Wipe				
B – Bulk	T – Tape		6/14/22 1730		9:21 am 6/21/22
D – Dust	R – Rock				
SO – Soil	O – Other:				

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service

Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY

www.EMLabPK.com

eurofins | EMLab P&K

79 4 of 17

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

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-T-01	Tar	B	SD		Stop on 1st Positive
" -02	"	"	"		"
" -03	"	"	"		"
TRAN-01	Transite				
" -02	"				
" -03	"				
-05-01	Duct Sealant				
" -02	"				
" -03	"				
TSIS-01	Airell Pipe Insulation				
↓ -02	↓				

ASBESTOS ANALYSIS

002958098

PCM Air														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						
☐	☐	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				

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:				

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service
Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY
www.EMLabPK.com

eurofins | EMLab P&K

pg 5 of 17

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

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-7355-03	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		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

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:				

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service
Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY eurofins | EMLab P&K

www.EMLabPK.com

29 6 of 17

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

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-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	
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

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service

Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY
www.EMLabPK.com

eurofins | EMLab P&K

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

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 9:21am
D – Dust	R – Rock				
SO – Soil	O – Other:				

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service

Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY
www.EMLabPK.com

eurofins | EMLab P&K

89 8 of 17

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

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-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

REQ [barcode] 002958098 ow)

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				
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		

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:				

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service
Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY

eurofins | EMLab P&K

www.EMLabPK.com

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

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
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

(see 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		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

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:				

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service
Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY eurofins | EMLab P&K

www.EMLabPK.com

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

AS

REQUE

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:	
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

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-CT2-01	Ceiling Tile	B	STD		Stop on 1st Positive
-02	↓				
-03	↓				
-DWJC-01	Drywall JC				
-02	↓				
-03	↓				
-CB2-01	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-CT2-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-DWJC-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-CB2-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-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:				

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service
Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY

www.EMLabPK.com

eurofins | EMLab P&K

Pg 1(of 17

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

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*
*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-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

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service

Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY

www.EMLabPK.com

eurofins | EMLab P&K

Pg 12 of 17

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

ASE

REQUES

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-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					...ers ...uests
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			
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	

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

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service

Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY
www.EMLabPK.com

eurofins | EMLab P&K

Pg 13 of 17

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

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:				

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service
Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY

eurofins

www.EMLabPK.com

EMLab P&K

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

89 14 of 17

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-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	"	"	"		"

REQU

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		
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

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

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service

Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY eurofins | EMLab P&K
www.EMLabPK.com

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

002958098

S

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-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
	6/17/22 1730		6/21/22 9:21 am

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service
Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY
www.EMLabPK.com

eurofins | EMLab P&K

Pg 16 of 17

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

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:	
PO Number:	1D3G6521D190.010.05	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

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					
~~RMS-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		
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-01	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-02	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-03	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
-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 1730		6/18/22 9:21 am

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service

Copyright © 2019 Eurofins EMLab P&K

CHAIN OF CUSTODY eurofins | EMLab P&K
www.EMLabPK.com

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

Pg 17 of 17

RE 002958098 elow)

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-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

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/terms-of-service
Copyright © 2019 Eurofins EMLab P&K

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.

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

This report shall not be reproduced, except in full,
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
Kansas Certification #: E-10167
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 (*).

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
Lenexa, KS 66219
(913)599-5665

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

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

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.

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

Pace Analytical Services, LLC
9608 Loiret Blvd.
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

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

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

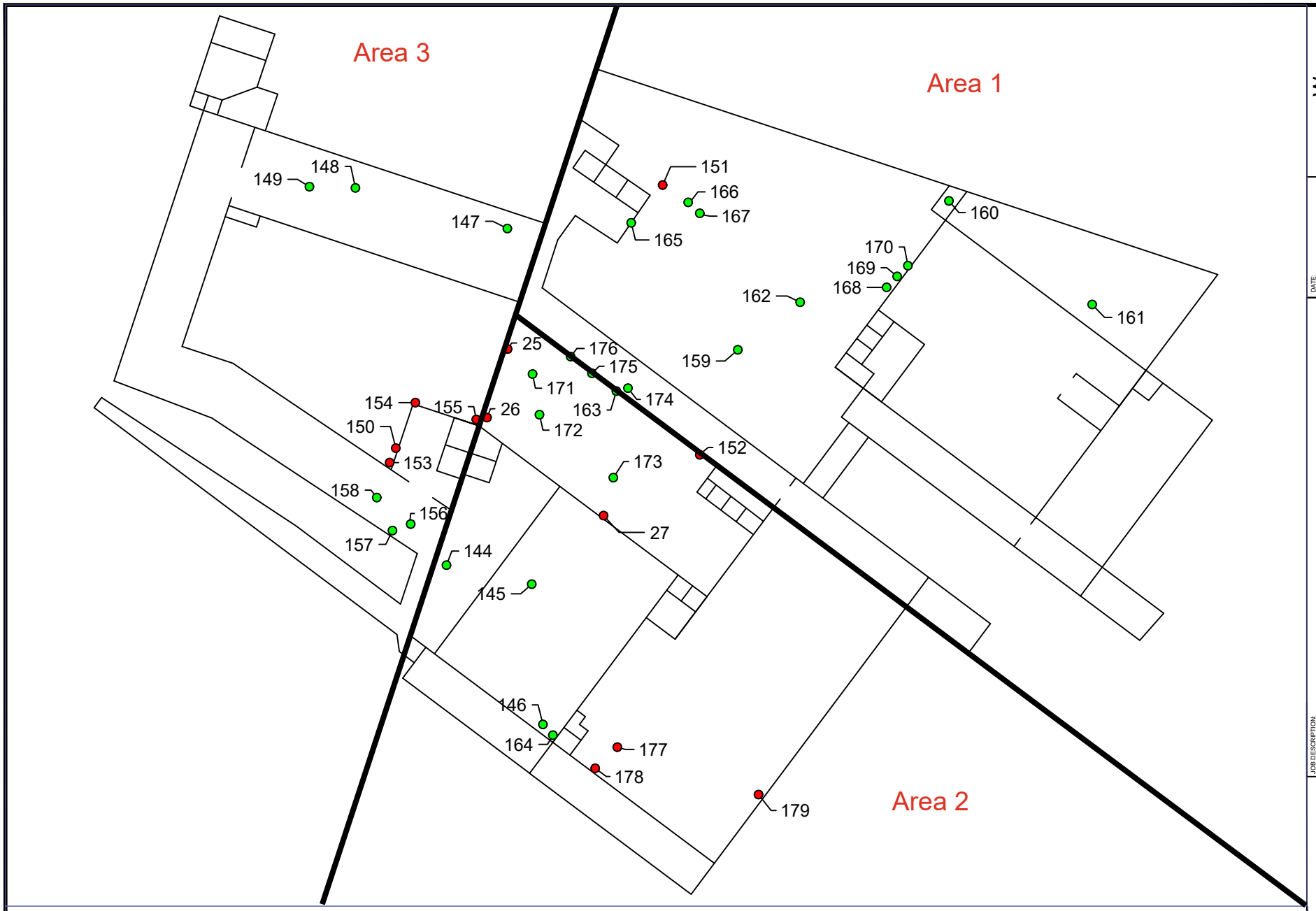
COC Line Item	Matrix	VG9H	DG9H	DG9Q	VG9U	DG9U	DG9M	DG9B	BG1U	AG1H	AG1U	AG2U	AG3S	AG4U	AG5U	JGFU	WGKU	WGDU	BP1U	BP2U	BP3U	BP1N	BP3N	BP3F	BP3S	BP3C	BP3Z	WPDU	ZPLC	Other		
1	SL																												1			
2	SL																												1			
3	SL																												1			
4	SL																												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



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

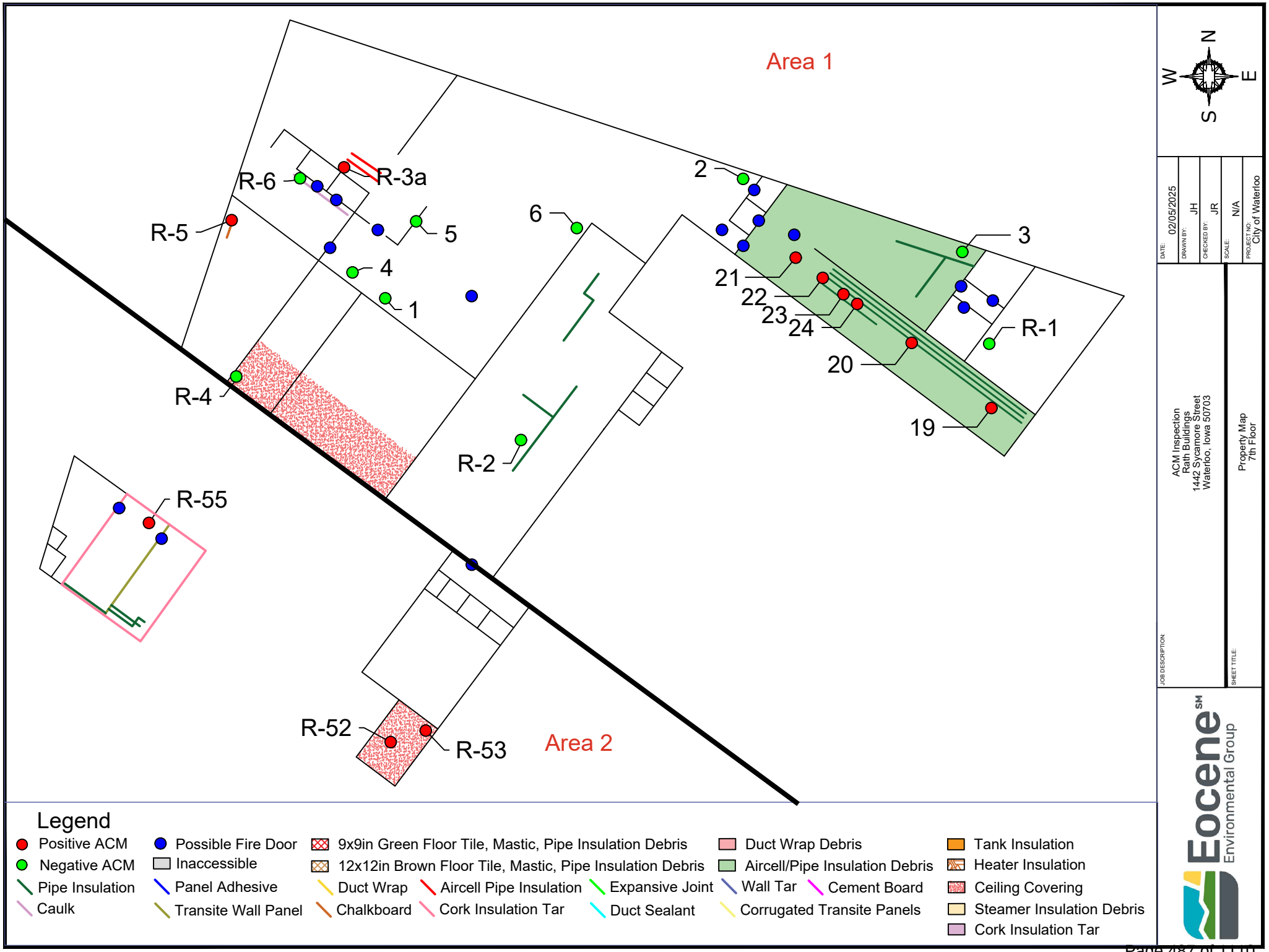
N W E S

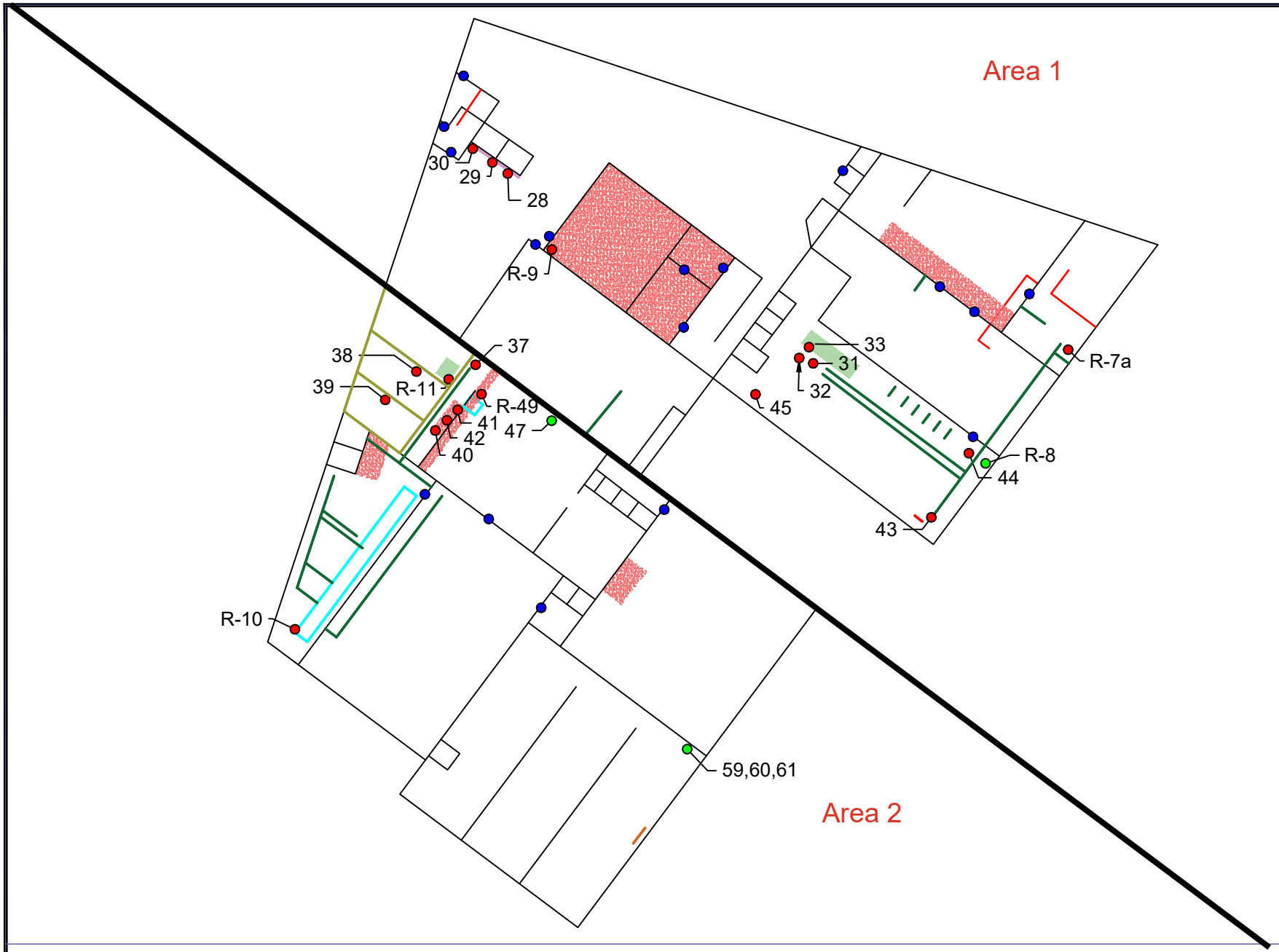
DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
Roof

Eocene SM Environmental Group


Area 1
R-6
R-3a
R-5
5
4
1
6
2
3
21
22
23
24
20
19
R-1
R-4
R-2
R-55
R-52
R-53
Area 2
N
W
E
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
Expansive Joint
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
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

- 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
- Expansive Joint
- Chalkboard
- Cork Insulation Tar
- 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

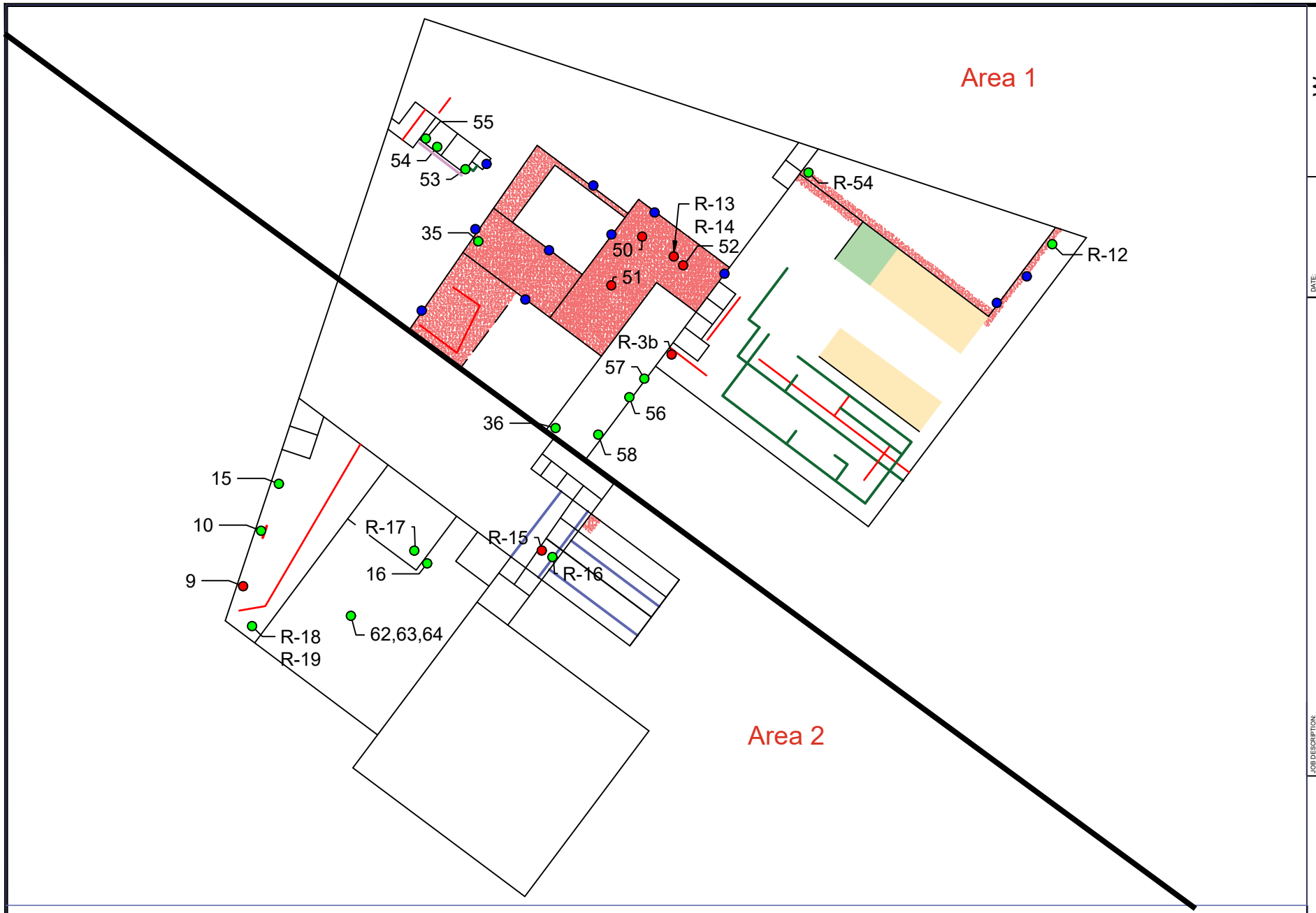
N W E S

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

- 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
- Expansive Joint
- Chalkboard
- Cork Insulation Tar
- 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

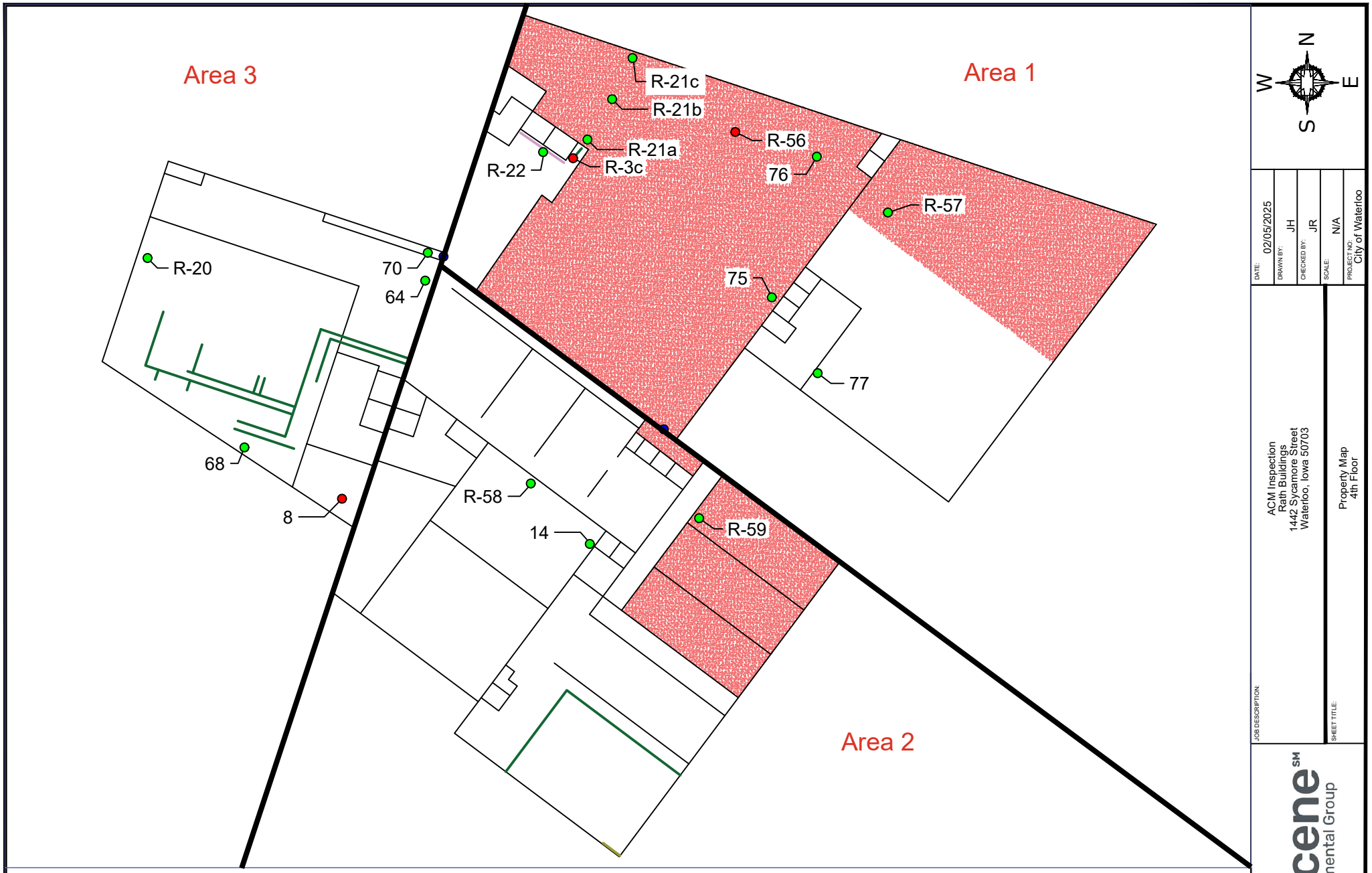
N W E S

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

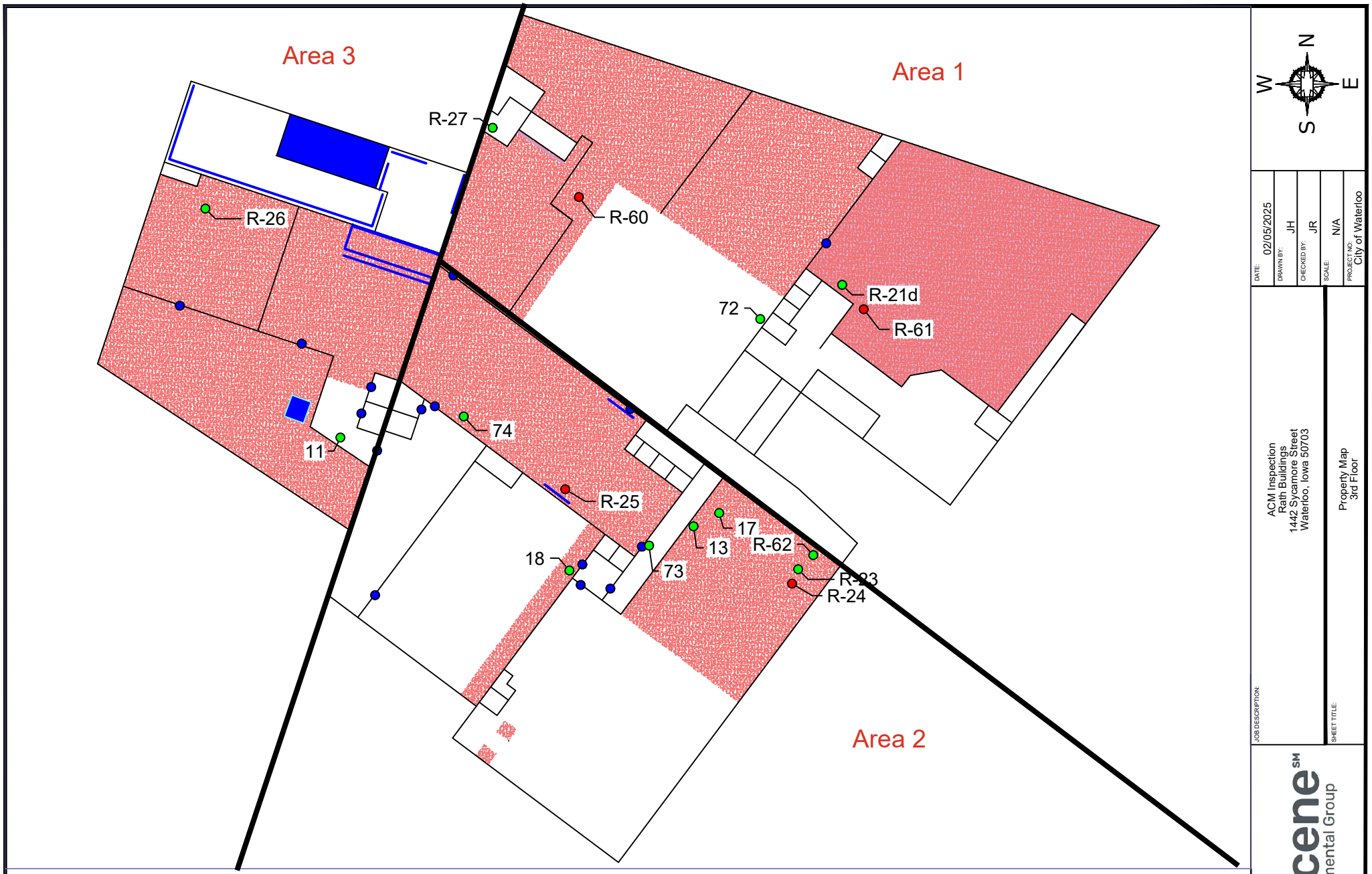
JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

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
- 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

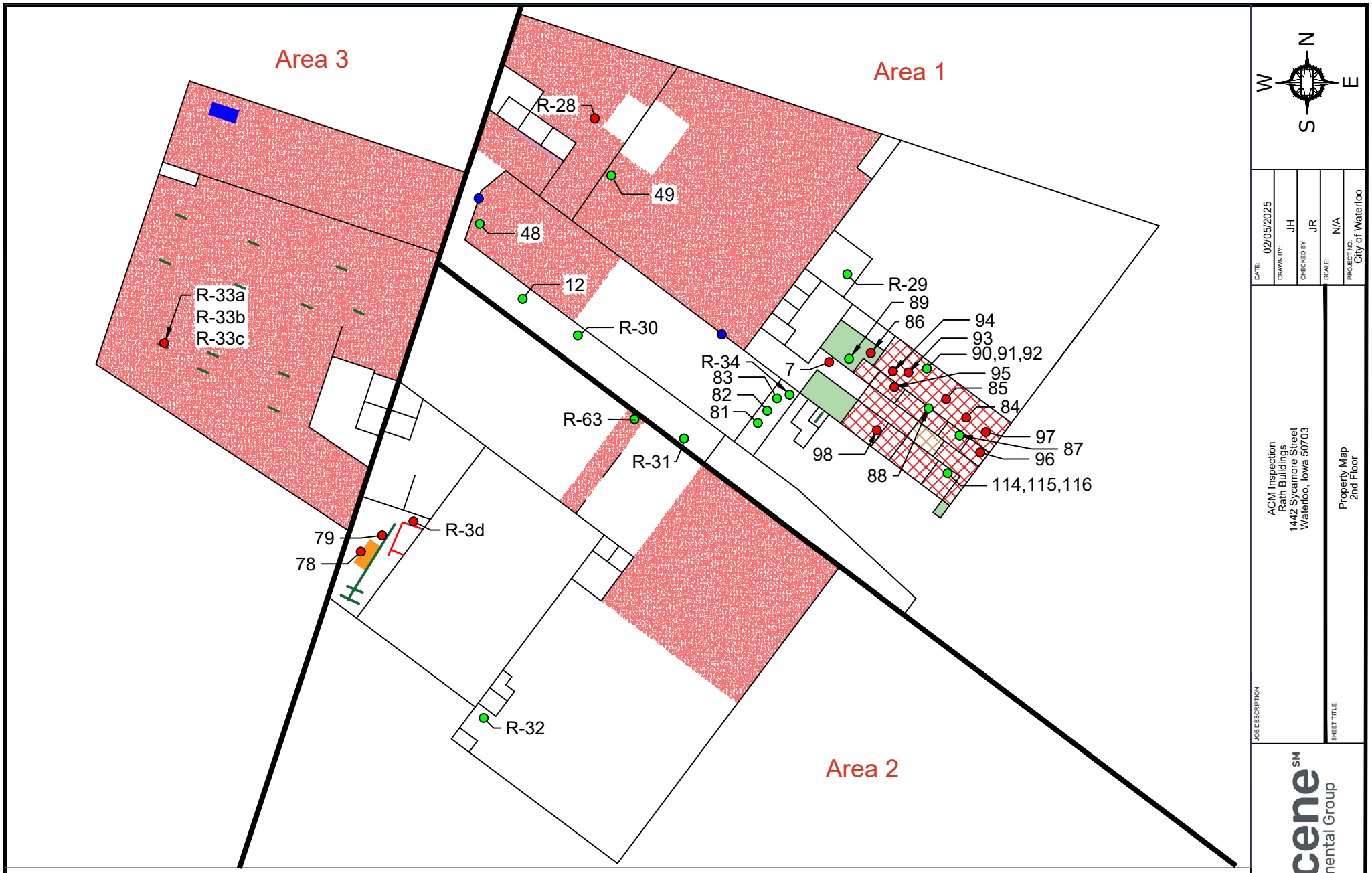
JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

SHEET TITLE: Property Map
3rd 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
- Aircell Pipe Insulation
- Expansive Joint
- 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



DATE: 02/05/2025
DRAWN BY: JH
CHECKED BY: JR
SCALE: N/A
PROJECT NO: City of Waterloo

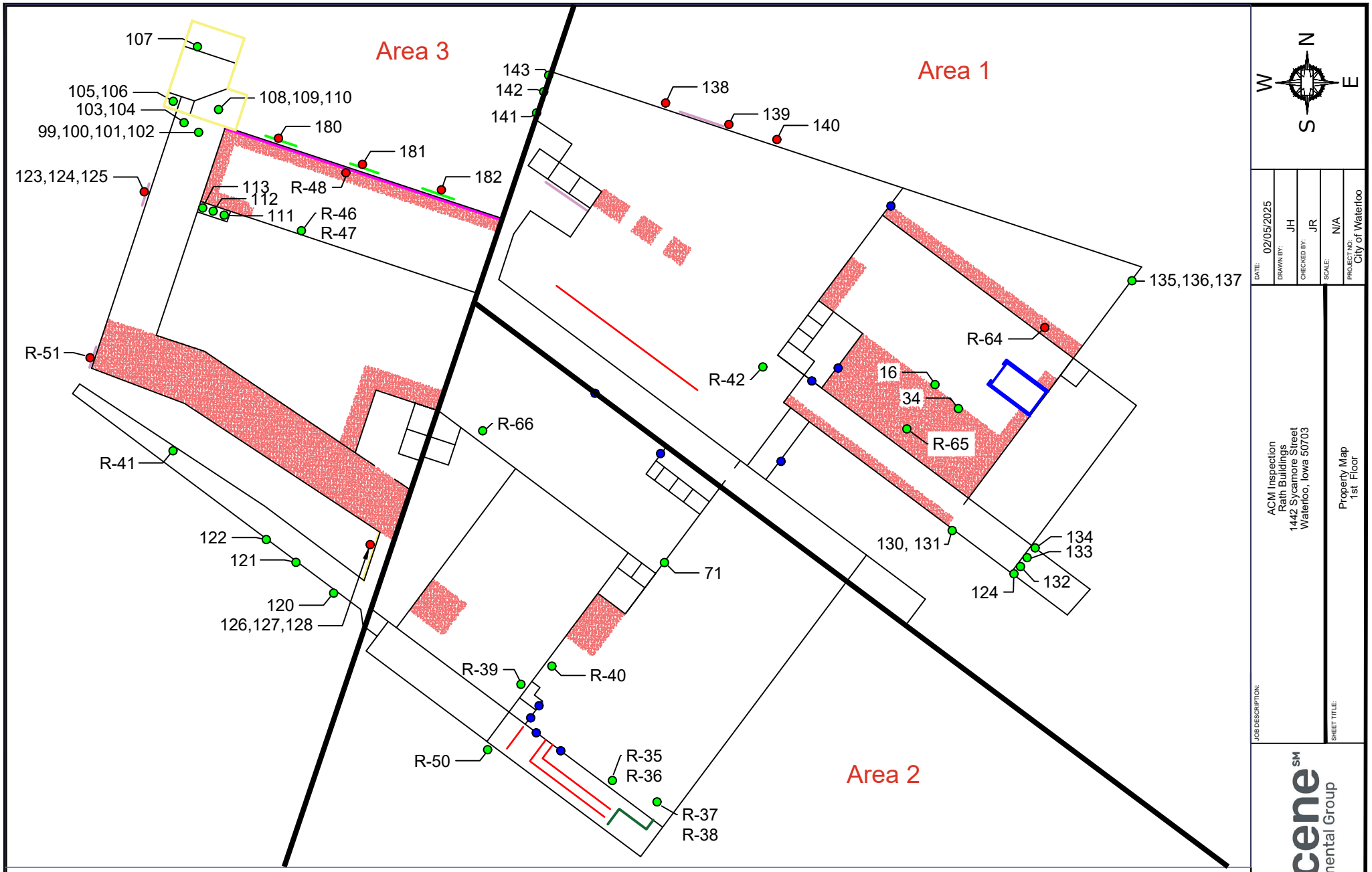
JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

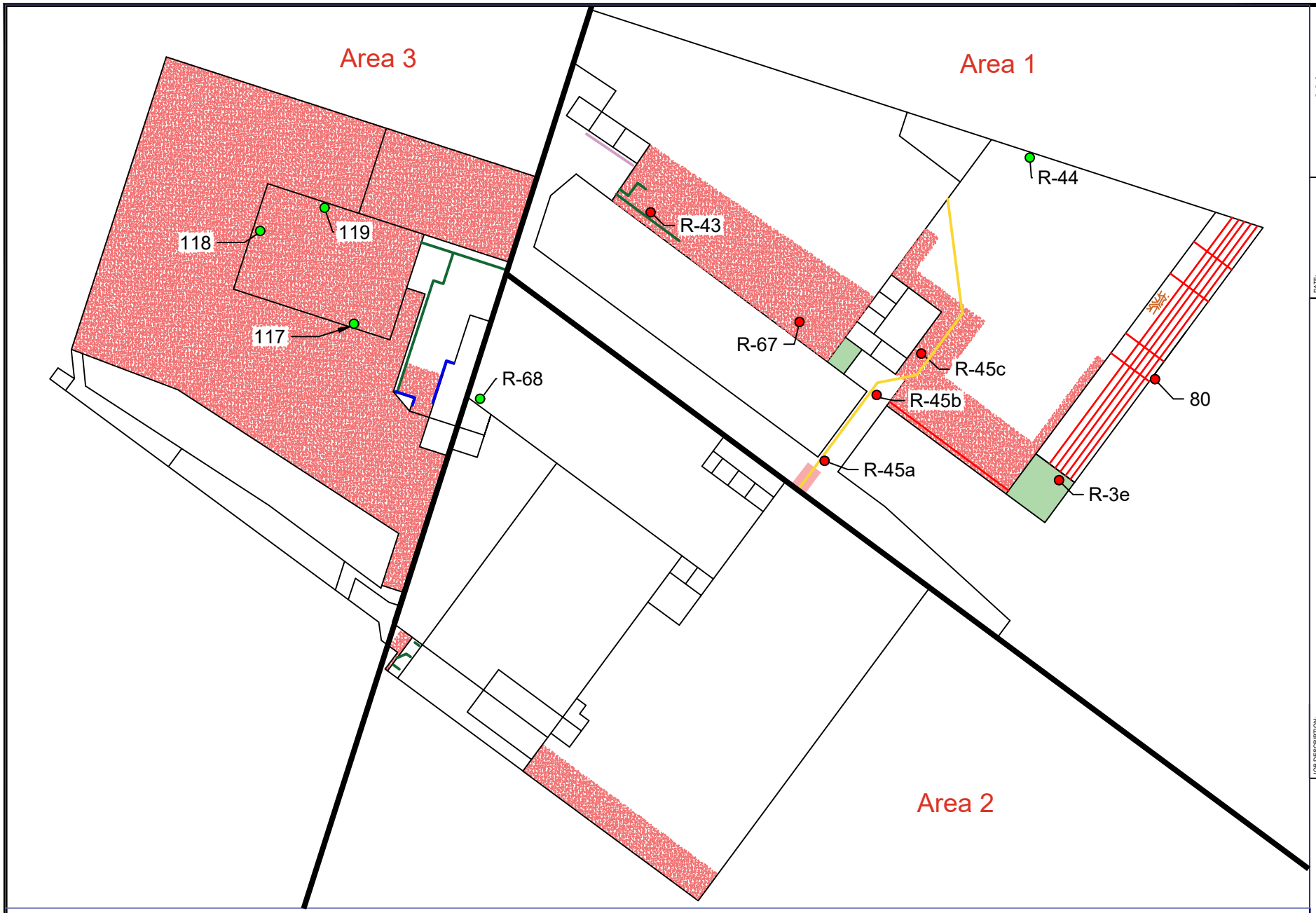
SHEET TITLE: Property Map
2nd Floor

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
- Expansive Joint
- 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

Eocene Environmental Group SM


Area 3
Area 1
Area 2
107
105,106
103,104
99,100,101,102
108,109,110
180
181
182
123,124,125
113
112
111
R-48
R-46
R-47
143
142
141
138
139
140
135,136,137
R-64
R-42
16
34
R-65
R-51
R-66
R-41
122
121
120
126,127,128
71
130, 131
134
133
132
124
R-39
R-40
R-50
R-35
R-36
R-37
R-38
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
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
Expansive Joint
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
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

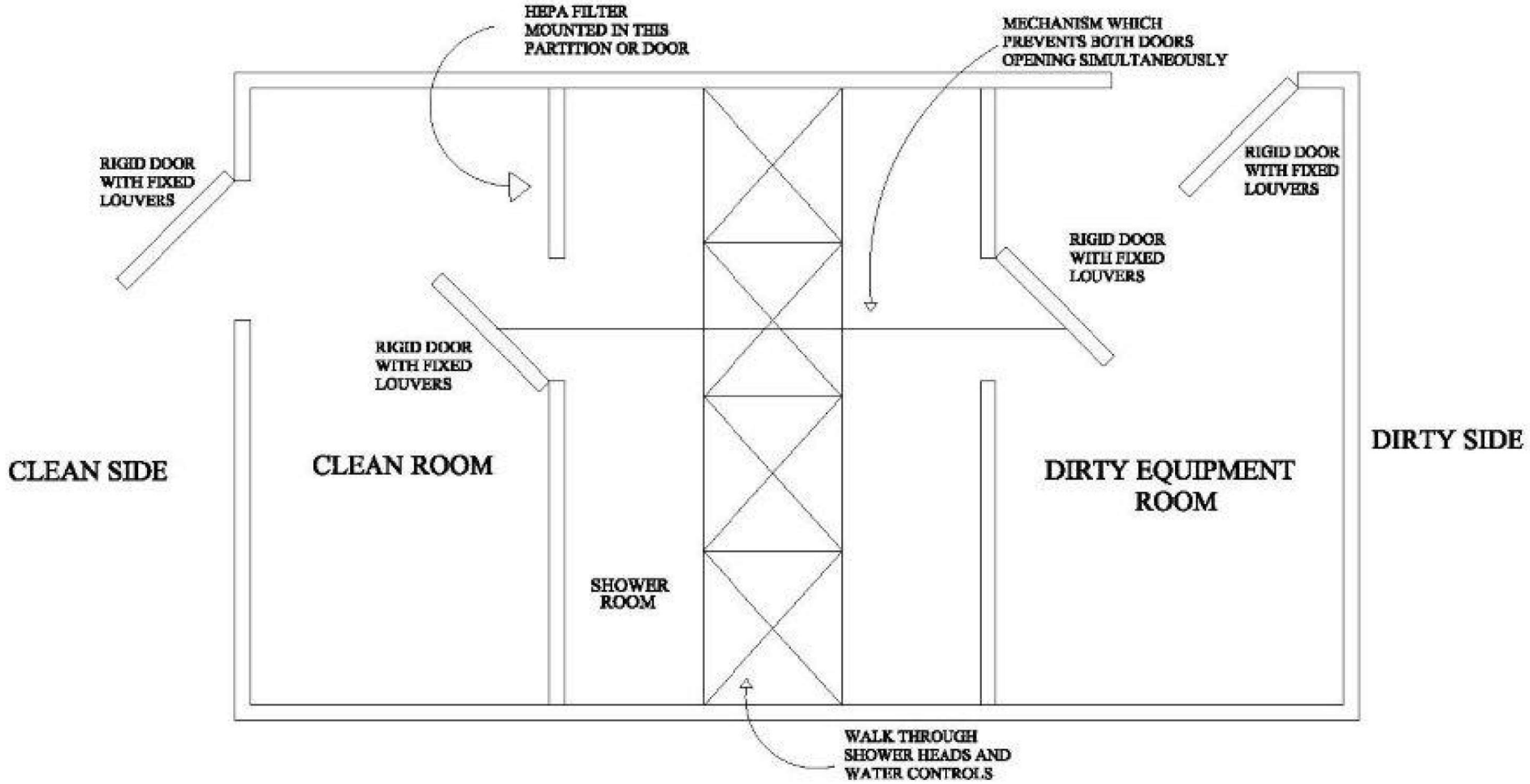
JOB DESCRIPTION: ACM Inspection
Rath Buildings
1442 Sycamore Street
Waterloo, Iowa 50703

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.

==========

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.

==========

END OF GENERAL DECISION"

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Todd Derifield, Leisure Services Director
Leisure Services Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving submission of a second Iowa DNR IRA Urban Forestry Program Development grant application in the amount of $50,000.00, for updating the City of Waterloo's tree inventory, and authorizing the Leisure Services Director to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Iowa Department of Natural Resources (DNR) is offering a second round of Urban Forestry Development Grants through the Inflation Reduction Act (IRA). These competitive grants provide funding for urban forestry planning and management tools that may not otherwise receive local support. Grant awards range from $10,000 to $50,000, and no local matching funds are required. If awarded, Leisure Services proposes to use the grant funding to continue updating Waterloo's urban tree inventory. The department recently received a $50,000 IRA Urban Forestry Development Grant to update the existing inventory, which was originally completed in 2012. The grant funding already received is expected to allow for the update of approximately 9,000 of the 16,000 city trees located along city streets and within the public rights-of-way. A second round of funding through the proposed grant would provide the opportunity to complete the remaining right-of-way tree update. The tree inventory serves as one of forestry staff’s primary management tools. Staff use the inventory and associated software daily to prioritize pruning and removals, plan tree planting efforts, monitor tree health and risk, respond to public inquiries, and make data-driven management decisions. Completing the right-of-way inventory would ensure staff have current, reliable information for the City's street tree resources. If funding allows, the project could also begin updating inventories in other high-priority areas, including city parks and municipal golf courses. Having an accurate and up-to-date inventory across these areas will help forestry staff better prioritize maintenance, identify emerging issues, and direct resources where they are needed most.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

This grant is a no-match required grant opportunity

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Urban Forestry Development Grant Guidelines ROUND 2

IRA Urban Forestry Program Development Grant
Instructions and Requirements

INTENTION OF THE GRANT - Funding for this project provided by the Inflation Reduction Act and the U.S. Department of Agriculture, Forest Service, Urban and Community Forestry Program in partnership with Iowa DNR Forestry for Urban Forestry Development Grants for Iowa communities. The purpose of this grant is to support local jurisdictions in implementing improvements to urban tree health, enhanced protections for urban trees, increases in canopy cover, and delivery of tree ecosystem services in communities across Iowa. The Urban Forestry Development Grants will assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. These grants will improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of way. Grants will also support projects in Iowa communities through investments in community-identified urban forestry needs, advancing environmental or health benefits. USDA and Iowa DNR are equal opportunity providers and employers. Federal and State law prohibit discrimination on the basis of age, color, creed, mental and/or physical disability, gender identity, national origin, pregnancy, race, religion, sex, or sexual orientation. If you believe you have been discriminated against in any program, activity or facility as described above, or if you desire further information, please contact the Iowa Civil Rights Commission at 1-800-457-4416 or DNR's Civil Rights Coordinators at civilrights@dnr.iowa.gov.

URBAN FORESTRY DEVELOPMENT GRANTS - Are federally funded through CFDA #10.727 from the US Department of Agriculture Forest Service as part of the Inflation Reduction Act. If your community is required to have a single audit in accordance with OMB circular A-133, a copy of the audit report will be provided to the DNR if any findings noted are related to the award provided by the DNR. If no findings related to the DNR award, a notification letter will be provided to the DNR stating findings noted did not relate to the DNR award.

ELIGIBILITY AND PROGRAM RESTRICTIONS - Communities eligible through the Eligibility Tool may apply for Urban Forestry Program Development Funding. There is a total of $1.5 million available. Funding is competitive, and grants are awarded in amounts starting at $10,000 up to $50,000 per grant. An application may be for multiple projects or locations within the community. No matching funds are required.

ELIGIBLE PROJECTS -

Plans, assessments, ordinance and policy

Public street and park tree inventory

The applicant must demonstrate that the inventory will be tied to its tree maintenance activities as well as plans for future tree planting.

Development of community forestry plans

Projects related to the development of comprehensive master plans for urban forest management and community tree care, maintenance, and planting are eligible. Projects funded in this category should be from communities with limited resources to develop plans internally. Removal of hazardous and diseased trees may be completed as a part of a comprehensive community forestry plan which includes 2 trees planted for every tree removed.

City tree ordinance development or revision

The ordinance or policy should address the establishment of municipal authority over public trees; assign responsibility to a public department, arborist position, or established tree board or commission; and/or set maintenance and management standards. The ordinance or policy may also address other issues such as landscape requirements and tree retention or replacement on development sites, riparian buffers, and for the protection of urban forest ecosystems.

Planting site design

Funding can be used for designing plans and educational materials for community tree walking paths, especially those that increase access to public recreation areas such as parks and other trail networks or a canopy cover assessment.

Storm preparedness and recovery plan
Natural Disasters happen, but there are ways to manage the urban forest so that the trees are better prepared for disasters. Funding can be used for a Tree Risk Assessment, developing a community forest resilience plan or debris management plan, and necessary municipal pruning within critical zones on public lands.

Staffing and training
Employee forestry training
Educational assistance to expand knowledge and enhance the technical skills of individuals involved in community tree care, planning, development, and maintenance activities, such as planting and pruning.

- Example: Arborist Certification

Internships
Provides paid training experiences for residents to establish and maintain urban forests into the future and/or other professional training opportunities in tree planting, arboriculture, urban forest management, urban wood utilization, and related topics.

Workforce development
Full or part-time employment of an urban forestry professional to assist in community forestry program management. A draft position description and qualifications must be submitted with the application. Examples: staff or contract arborist positions.

Education and volunteer development
Volunteer community forestry training
Educational assistance to expand knowledge and enhance the technical skills of volunteers involved in community tree care, planning, development, and maintenance activities, such as planting and pruning.

Youth and adult education programs
Development of urban forestry curricula, classes, and materials for local schools or other public institutions. Planning and implementation of local training classes or workshops.

Tree board training
Projects to organize a new tree board/commission or provide training or planning assistance for existing tree boards. A new tree board or commission should be charged by ordinance to act on behalf of the local government in coordination with the community's urban forestry program.

Resource Management
Urban wood utilization
Trees at the end of their natural life or determined to pose unreasonable risks to the public may be removed and replaced with a new tree or trees that are suitable for the location. Trees that are removed can be recycled by local sawmills into higher use wood products as part of a waste wood utilization project.

Urban food forests
https://www.fs.usda.gov/about-agency/features/urban-food-forests (must include provisions for long-term care and maintenance)

Planting for extreme heat mitigation
Local governments may apply for funding to develop demonstration projects that focus on low canopy cover areas to offset urban heat.

Invasive species recovery and replanting
The management and removal of invasive tree species mitigates the detrimental effects to Iowa's ecosystems. Communities can apply for funds for the removal of Bradford Pear *(Pyrus calleryana*) and Tree of Heaven (*Ailanthus altissima*). *There must be at least two replacement trees for each invasive tree removed.

Maintenance and tree care

Localities can apply for funding to support the care and maintenance of their urban forest and trees. Example: Funds can be used to do emerald ash borer treatment or deadwood pruning.

INELIGIBLE FOR FUNDING -

- Research
- Property acquisition
- Construction
- Capital Improvement
- Equipment purchase over $10,000
- litigation/ advocacy
- Roads
- Buildings
- Gift cards
- Food/ beverages

AWARDED APPLICANT - Applicants awarded the Urban Forestry Development Grant will be sent a Grant Award Letter and Grant Project Cooperative Agreement with the Iowa Department of Natural Resources, both of which must be signed. Applicants must also provide a current IRS Form W-9, Federal ID, Federal AD-1048 and proof of current SAM ID number

REIMBURSEMENT PROCESS - Grant work must be completed between **October 1, 2026 and May 31, 2028** and final expenditures must be made by **May 31, 2028** to qualify. The grants are reimbursable and each grant will be paid pursuant to the provisions of a Grant Project Cooperative Agreement entered into between the grant recipient and DNR. Reimbursement will be paid on the basis of the approved percentage of all eligible expenditures up to the amount of the approved grant. To receive reimbursement, grantees must complete the project by the project completion date stated in the grant announcement, undergo project inspection by a DNR Forester, and submit all required documentation including proof of payment. **A partial reimbursement for trees planted may be made after completion of the planting and inspection.** All final requests for reimbursement must be submitted by **July 15, 2028**.

The DNR Program Coordinator will review the invoices and final project report and upon approval, submit final reimbursement to DNR Accounting for the applicant's reimbursement to the applicant. It may take up to 60 days from the time the DNR from the time the DNR Program Coordinator submits the reimbursement materials for the applicant to receive payment. NO partial reimbursement will be made at any time without Federal ID, W-9, SAM ID number and no final reimbursement without a project report, all sent to the DNR Program Coordinator.

SUBMISSION OF APPLICATION

To be eligible for the grant, all material and applications must be submitted no later than 4:00 p.m. on August 17, 2026. Applications must be submitted to: https://iowadnr.slideroom.com/#/login/program/89268

Contact Chip Murrow at chip.murrow@dnr.iowa.gov or 515-822-1031 for questions about the application, reimbursement and rules. Contact Laurie Dams at lauren.dams@dnr.iowa.gov or 515-782-6414 for application assistance or to set up a site visit.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving a renewal agreement with Manpower Group US, Inc., for rates and fees associated with the coordination of temporary staffing services and authorizing the Human Resource Director to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. City of Waterloo (MP Local FTA #83924) 17Jul2026

Manpower

Manpower Engineering

ManpowerGroup

Experis ManpowerGroup

FAST TRACK AGREEMENT

CLIENT INFORMATION ("CLIENT"):

Company Name: City of Waterloo		**Phone:** 319-291-4303
Contact Name: Lance Dunn	**Title:** HR Director	
Street Address: 715 Mulberry St		
City: Waterloo	**State:** IA	**Zip:** 50703
Billing Address (If different than above):		
City:	**State:**	**Zip:**

MANPOWERGROUP INFORMATION:

Market Manager Name: Kathy Joblinske	**Account Manager Name:** Crystal King	
Phone: 515-217-3757	**Phone:** 319-233-8473	
Street Address: 3826 University Ave, Ste 2		
City: Waterloo	**State:** IA	**Zip:** 50701

ACKNOWLEDGED AND ACCEPTED:

ManpowerGroup US Inc., a Wisconsin corporation with its principal office located at 100 Manpower Place, Milwaukee, Wisconsin 53212, on behalf of itself and its affiliates and subsidiaries (each an "Affiliate," and collectively, "ManpowerGroup"), as set forth in the Assignment Details or an applicable statement of work or assignment order, and Client, as defined above, in consideration of the mutual covenants contained herein, agree to the Terms and Conditions attached hereto and incorporated in this Fast Track Agreement (the "Agreement") as of July 1, 2026 (the "Effective Date").

The undersigned representatives, with the authority to enter into and execute this document, have read, understand, and agree to the terms of this Agreement.

Client

Authorized Signatory Date

Printed Name / Title

ManpowerGroup US Inc.

Authorized Signatory Date

Printed Name / Title

ManpowerGroup

TERMS AND CONDITIONS

1. Services. ManpowerGroup will provide to Client the staffing services specifically listed in the attached Assignment Details or as indicated in the relevant assignment order or statement of work ("SOW"). For staffing services, ManpowerGroup will provide Assigned Employee(s) to perform work on behalf of the Client and at the Client's direction. ManpowerGroup will provide the staffing services generally described as follows: recruiting, interviewing and/or screening candidates; providing offers of employment to qualified candidates when appropriate; assigning candidates who have accepted employment with ManpowerGroup who, in ManpowerGroup's judgment, are qualified to perform the type of work described by Client ("Assigned Employees") and removing any Assigned Employees at the request of Client for any lawful reason. As the common law employer of all Assigned Employees, ManpowerGroup will maintain personnel and payroll records; pay, withhold and transmit payroll taxes; establish and contribute to such benefit programs as ManpowerGroup deems appropriate; including but not limited to legally required paid sick leave programs; make employer shared responsibility payments required under the Affordable Care Act ("ACA"); make unemployment contributions; and handle unemployment and workers' compensation claims with respect to compensation that ManpowerGroup has agreed to pay ("Employer Obligations"). ManpowerGroup will screen the Assigned Employees based on the specific checks and tests set forth below, if any, the actual cost of which will be passed through to Client. Any discoveries, inventions, concepts or ideas (including improvements and modifications thereto) made or conceived solely or jointly with others by any Assigned Employee in connection with work to be performed hereunder will be the property of Client as "work made for hire." ManpowerGroup Assigned Employees are not entitled to benefits offered or provided by Client to its own staff. The Assigned Employee(s) will perform the work on behalf of Client at the locations within the United States specified within the Assignment Details or relevant SOW.

2. Limited Warranty. In the event that Client is not satisfied with the performance of any Assigned Employee, then upon Client's written request, ManpowerGroup will remove the Assigned Employee with whom Client is not satisfied from the assignment, relieve Client of the obligation to pay for the number of hours of work specified within the Assignment Details or relevant SOW and performed by the same Assigned Employee and use its best efforts to provide a replacement Assigned Employee as soon as practicable (the "Limited Warranty"). The Limited Warranty described herein shall be ManpowerGroup's sole obligation to Client and Client's exclusive remedy with respect to any nonconformity or deficiency in services, work product or deliverables furnished to Client.

3. Payment. ManpowerGroup is solely responsible for compensating the Assigned Employee for the work performed. Client agrees to pay ManpowerGroup for its staffing services and any other costs or fees at the rate(s) set forth below. Client understands and acknowledges that such rates include payroll burden costs, which represent the allocated share of estimated Employer Obligations. ManpowerGroup will invoice Client weekly at the address set forth above. Payment will be due upon receipt of invoice. ManpowerGroup may charge interest at the rate of one and one-half percent (1 1/2%) per month on any amounts past due. Any late invoicing by ManpowerGroup will not affect Client's obligation to pay for services rendered. Amounts invoiced for work performed by Assigned Employees will be calculated on the basis of hours shown on ManpowerGroup time records. Client or Client's designated representative will approve ManpowerGroup time slips within forty-eight (48) hours of receipt, certifying that the hours shown are correct and authorizing ManpowerGroup to bill Client for the hours worked by the named Assigned Employee. If Client or Client's designated representative are unavailable to approve time slips within forty-eight (48) hours, ManpowerGroup is authorized to approve such time slips, and such signed time slips will be conclusive as to the number of compensable hours worked by each Assigned Employee for that workweek, provided that Client will have thirty (30) days to contest any inaccuracies in such time slips. Client agrees that it will not request or require that Assigned Employee work any hours not recorded on a time slip. If ManpowerGroup is required to increase wage and/or payroll burden costs at any time during the term of this Agreement as the direct result of any determination, order or action by any applicable federal, state or local governmental authority, including, but not limited to, paid sick leave, prevailing wage and benefit requirements, or in order to meet Employer Obligations, Client will reimburse ManpowerGroup for any such increase or equitable adjustment. Any sales, use, excise or other such tax levied as a result of performance hereunder will be paid by Client. In the event that an Assigned Employee is required to incur business and/or travel expenses, such expenses will be paid by ManpowerGroup and reimbursed to ManpowerGroup by Client at ManpowerGroup's actual cost.

4. Term/Termination. The term of this Agreement will commence on the Effective Date specified above and will continue until the Agreement is terminated pursuant to this section. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Agreement. Upon termination of this Agreement, ManpowerGroup will promptly provide an invoice to Client for all fees incurred by Client under this Agreement and Client will pay all amounts set forth on the invoice within thirty (30) days of receipt. Termination of this Agreement will terminate all assignments. Notwithstanding any period of performance set forth herein, either party may terminate an assignment upon reasonable prior written notice, which may be sent via email.

5. Client's Responsibilities. Client agrees to supervise and control the work, premises, processes and systems to be performed by Assigned Employee(s) and to review and approve the corresponding work product. In addition, Client will control the development, quality and implementation of the work product and provide the Assigned Employees with a safe workplace environment. ManpowerGroup shall have the right to physically survey and inspect the worksite and workplace environment prior to the placement of any Assigned Employee. Client will provide ManpowerGroup with a job description that accurately summarizes the primary duties of all Assigned Employees. This job description will be provided to ManpowerGroup prior to the Assigned Employee's commencing his or her assignment. Client will not make material changes in any Assigned Employee's job duties or risks without ManpowerGroup's prior written approval. Client will not entrust any Assigned Employee with unattended property or valuables, such as cash, negotiable instruments, keys, merchandise and confidential or trade secret information, other than as is strictly required by the job description provided to ManpowerGroup. Client will not request or permit any Assigned Employee to use any vehicle, regardless of ownership, in connection with the performance of work for Client, other than as is clearly required by the job description provided to ManpowerGroup.

6. Compliance with Laws. ManpowerGroup shall comply with all applicable national, state and local laws and regulations governing the provision of services and ManpowerGroup's business generally. Client shall comply with all applicable national, state, and local laws and regulations governing the work product, performance of work by Assigned Employees and the Client's business generally. The parties agree to comply with all applicable laws regarding non-discrimination in employment, fair labor standards and data privacy.

7. Confidentiality. Both parties acknowledge that they may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. During the term of this Agreement and for one (1) year thereafter, both parties agree to take reasonable measures to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing hereunder or as required by law. Upon the expiration or termination of this Agreement each party will return (or, if requested, destroy) the confidential information of the other party in its possession at the time of termination or expiration.

8. Mutual Indemnification. To the extent permitted by law, the Parties agree to defend, indemnify and hold each other and their respective parents, subsidiaries, directors, officers, agents, representatives and employees harmless of and from any and all claims, losses, taxes, penalties and liabilities to the extent caused by their respective negligence, gross negligence, recklessness or willful misconduct or breach of this Agreement.

9. Limitation of Liability. Neither party shall be liable for or required to indemnify the other party for any incidental, consequential, exemplary, special or punitive damages, including lost profit, regardless of how characterized and even if such party has been advised of the possibility of such damages, which arise from the performance of this Agreement or in connection with this Agreement, including but not limited to the acts or omissions of any Assigned Employee and regardless of the form of action (whether in contract, tort, negligence, strict liability or otherwise). ManpowerGroup's liability for damages hereunder, regardless of the form of action, shall not exceed per claim and in the aggregate the total amount paid under this Agreement. Neither party may bring action or institute a proceeding against the other party more than one (1) year after the event giving rise to such claim.

10. Insurance. ManpowerGroup will maintain in force during the term of this Agreement insurance coverage as follows: (i) Workers' Compensation - Statutory with limits as prescribed by applicable state law and Employer's Liability with limits of $500,000, per accident and in the aggregate; (ii) Comprehensive General Liability and Property Damage Insurance, including coverage for products and completed operations, with limits of at least $2,000,000 for each occurrence.; and (iii) Excess Automobile Liability Insurance, covering any non-owned automobiles, with limits of at least $1,000,000 for each occurrence; this coverage shall apply only to Assigned Employees who operate vehicles that are not owned, leased or rented by Client. Upon written request, ManpowerGroup will deliver to Client copies of certificates of the insurance policies described herein.

11. Miscellaneous. This Agreement contains the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter hereof. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both parties. Client represents that in executing this Agreement, Client did not rely on any inducements, promises or representations by ManpowerGroup other than the terms specifically set forth in this Agreement. Neither party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's prior written consent, except that either party may assign or transfer this Agreement or delegate any rights or obligations thereunder without consent in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership. Except as expressly provided herein, those provisions of this Agreement that by their terms extend beyond the termination hereof will remain in full force and effect and survive such termination, including without limitation Sections 3, 4, 7, 8, 9 and 10. ManpowerGroup may provide services directly or through Affiliates and/or may subcontract any of its obligations hereunder. Neither party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including but not limited to strikes of Client and/or ManpowerGroup), fire, riot, war, acts of war (declared or not), insurrections, civil commotion, terrorism, pandemic, natural disaster, acts of God or any other causes beyond the control of the non-performing party. All notices to a party required under this Agreement must be in writing to the party's address above. This Agreement will be governed in all respects by the laws of the State of Wisconsin, without regard to its conflict of laws principles. The parties consent to the jurisdiction of any state or federal court in Wisconsin for the resolution of any disputes in connection with this Agreement.

The parties represent and warrant that they have full corporate power and authority to execute this Agreement and to perform their obligations hereunder, and that the person whose signature appears above is fully authorized to execute this Agreement on behalf of the party that such person represents.


Manpower

ASSIGNMENT DETAILS

1. SKILL CATEGORY (E.G. CLERICAL/ADMIN/PROFESSIONAL, LIGHT INDUSTRIAL, INDUSTRIAL, SKILLED TECHNICAL, ENGINEERING ETC.) & RATES*

Skill Category	Markup Percentage of Hourly Rate	Location(s)**
Light Industrial – Ex: Attendant	39%	Waterloo, IA
Industrial – Ex. Custodial, Parks Maintenance	41%	Waterloo, IA
Clerical	37%	Waterloo, IA

* The above Rates are comprised in part of the costs associated with ManpowerGroup's Employer Obligations and are subject to Section 3 of the Agreement, including FICA, FUTA, SUTA, paid sick leave and Worker's Compensation statutory minimums. In accordance with Section 3, ManpowerGroup will include as a separate charge on invoices any costs for paid sick leave that are not included in the above Rates due to legislation being passed after the effective date of this Agreement. Further, the above Rates are also based upon Client committed volumes and existing market conditions. In the event the committed volumes are not achieved by Client or existing market conditions change, the above Rates are subject to change. Client agrees to comply with all applicable state laws***, including but not limited to meal and rest period requirements. Client further agrees to compensate ManpowerGroup for all premiums paid by ManpowerGroup to associates in connection with meal and rest period violations.

** If the parties decide to change the scope of the Agreement by, for example, adding or deleting jobs or additional U.S. locations after the contract has been executed, they must execute an amendment to this Agreement reflecting the intended change. ManpowerGroup reserves the right not to provide an Assigned Employee or candidate for any reason.

2. ADDITIONAL BACKGROUND CHECKS AND TESTING

Required Y/N	Check or Test	Requirements, If Any	Cost
Y	Criminal Record Check	SSN Trace + 7 year history county criminal search	$25.00 per employee
Y	Drug Tests	6 panel Oral where allowed by law	$15.00 per employee
	Drug Tests	5 panel Urinalysis when 6 panel Oral testing is not allowed by law	$30.00 per employee

3. ADDITIONAL DETAILS

Description	Details
Payment for Overtime	The pricing provided above does not contemplate non-exempt Assigned Employees (as "non-exempt employee" is defined in the Fair Labor Standards Act or relevant state law) working overtime. If Assigned Employee works more than forty (40) hours in any one work week, ManpowerGroup will be compensated by Client for the additional hours at a rate of one and one-half times the Assigned Employee's straight-time bill rate. Likewise, if the Assigned Employee works more than eight (8) hours in any one day in a jurisdiction that requires overtime pay to employees in such circumstance, or in jurisdictions in which other overtime or double-time obligations are imposed by statute or regulation, ManpowerGroup will be compensated by Client for the additional hours by multiplying the Assigned Employee's straight-time bill rate by the same multiplier that ManpowerGroup is legally required to apply to the Assigned Employee's pay rate. Any hours required to be paid at premium rates will be included on time slips.
Limited Warranty	In the event that ManpowerGroup removes an Assigned Employee pursuant to Section 2 of the attached Terms and Conditions, Client will be relieved of the obligation to pay for the first four (4) hours of work performed by that Assigned Employee.
Additional Fees	In the event Client cancels an assignment without providing 24 hours' notice prior to the commencement of the assignment Client agrees to pay the bill rate for four (4) hours of work performed.

4. CONVERSION/TRANSITION FEES

In the event Client permits or requests any Assigned Employee to transition to another entity's payroll in order to perform work for Client, Client's customer or at Client's facilities, Client shall pay ManpowerGroup a one-time placement fee in the amount of $500 for each such Assigned Employee. ManpowerGroup will receive a scaled conversion calculated on the total compensation to be paid to the Assigned Employee as an employee of Client during the first twelve (12) months of hire or contractual engagement by Client, plus all applicable taxes. Such conversion fee will be prorated based on the length of time the Assigned Employee is on assignment and based upon the Direct Placement Fee set forth in Sec. 5 below:

Time on Assignment	Prorated Fee Schedule - Clerical/Admin/Professional, Light Industrial, Industrial (Non-Specializations)	Prorated Fee Schedule – Manpower Specializations (Skilled Technical, Manpower Finance) Only Applicable (Yes)
0 to 240 Hours	20% of Annual Salary	20% of Annual Salary for Specialization
241 to 480 Hours	15% of Annual Salary	15% of Annual Salary for Specialization
481 to 720 Hours	10% of Annual Salary	10% of Annual Salary for Specialization
721 + Hours	$500	$1,000 for Specialization

5. DIRECT PLACEMENT SERVICE DETAILS

Description	Details
Limited Warranty	Except for a Client-initiated reduction in workforce, elimination of the position or insufficient work for candidate, if a candidate hired by Client is no longer employed by Client within thirty (30) days after candidate's start date with Client and provided that Client has paid all invoices associated with such candidate, ManpowerGroup will, on a one-time basis, use its best efforts to replace the candidate at no additional cost. Nothing herein shall entitle Client to a refund of any fee paid to ManpowerGroup.
Fees	Client agrees to pay a fee if Client hires or contractually engages a candidate, in any capacity, referred by ManpowerGroup within one (1) year after that candidate was presented to Client, regardless of whether Client learned of or could have learned of the candidate through other means. If ManpowerGroup refers a candidate to Client that Client has interviewed (within the last six (6) months) or has scheduled an interview, Client will not owe ManpowerGroup a fee if Client hires the candidate. Client shall provide ManpowerGroup with documentation, upon request, sufficient to establish that the interview has been held or scheduled. As follows is the fee payable, which is a fixed percentage of Compensation* paid by Client:

Annualized Compensation	Direct Fee Percentage
Below - $59,999	20%
$60,000 - $79,999	25%
$80,000 and above	30%

*Compensation includes base gross salary, gross compensation for work, fees, wages, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, incentive bonuses and all other payments to be made to the candidate during the first twelve (12) months of employment.

***State-Specific Considerations:

IL only: Client agrees to comply with the Illinois Day and Temporary Labor Services Act as applicable, including timely providing and regularly updating relevant pay and benefits and safety hazard information requested by ManpowerGroup, and complying with the law's safety, training and record-keeping requirements. The minimum time billed for any shift, including orientation and training, will be four (4) hours for any Assigned Employee in a non-professional, non-clerical assignment in Illinois. If a strike, lockout, or other labor dispute exists or arises at the assignment location, Client shall promptly notify ManpowerGroup.

NJ only: Client agrees to comply with the New Jersey Temporary Workers' Bill of Rights as applicable, including timely providing and regularly updating relevant pay and benefits information requested by ManpowerGroup and complying with all record-keeping and other requirements for third-party clients. Notwithstanding the conversion fee schedule set forth above, no conversion fee for an Assigned Employee in an assignment covered by the New Jersey Temporary Workers' Bill of Rights will exceed the equivalent of the total daily commission rate that ManpowerGroup would have received over a 60-day period, reduced by the equivalent of the daily commission rate that ManpowerGroup would have received for each day such Assigned Employee has performed work for ManpowerGroup in the preceding 12 months.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Kelley Felchle, City Clerk
City Clerk Department

MEETING DATE

August 3, 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 5 Partner Grant applications for Fiscal Year 2027 Q1/Q2, and has recommended funding all 5 applications, resulting in a total recommended funding amount of $90,000.00.

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
Finance Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Resolution approving award of hotel/motel tax council discretionary funds to the Leisure Services Department in the amount of $16,000.00 for advertisement for the SportsPlex.

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. FY27 HotelMotel

CITY OF WATERLOO IOWA
Community of Opportunity

Waterloo City Council
Discretionary Hotel-Motel Grant Application

The City of Waterloo is offering grants to non-profit entities for projects and community events that support tourism, quality of life and which bring people to Waterloo's downtown area. Grant funds are made possible through Hotel/Motel tax funds received by the City of Waterloo. City Ordinance states 10% of the revenues generated from the Hotel-Motel Tax can 2e used as discretionary dollars of the City Council to enhance projects that support several defined areas.

To apply, please complete the following application and send the original plus four complete copies to: City of Waterloo Finance Dept., City Hall, 715 Mulberry St., Waterloo, Iowa, 50703. Incomplete applications will be returned.

1. **General Information** (It is highly recommended that applications be typewritten. Use a separate sheet of paper, if necessary):

   Name of organization Waterloo Leisure Services

   Name of facility/project Cedar Valley SportsPlex Marketing Plan

   Contact person Bob Etringer **Email** bob.etringer@waterloo-ia.org

   Address of organization or person completing application:

   Street 300 Jefferson Street

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

   Phone 291-0165 **Fax:**

2. **Please describe your project in detail**
   a) **Explain the project as though you were telling a complete stranger.**
   b) **Please be specific how the grant monies will be used in the overall project.**

   Awarded funds will be utilized to cover costs for a wide variety of advertisements. Currently the Cedar Valley SportsPlex utilizes cable TV commercials, over-the-air TV commercials.

3. What is the mission of your organization?

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

4. How long has your organization been in existence?

1904

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

The Waterloo Leisure Services Department benefits our community on numerous fronts. The Department is responsible for offering a wide range of recreational programming to members from all ages and ethnicities throughout Waterloo and the greater Cedar Valley. In addition, the Department is responsible for the maintenance and operations of three quality 18-hole golf courses, the 3,000 seat Young Arena, an extensive community park system and a Northwoods League Baseball Stadium. Through all of the above-mentioned sources, the Department is responsible for providing recreational activities and spaces to a large percentage of our population. The opening of the Cedar Valley SportsPlex has allowed our department to be able to greatly expand programming we offer our citizenry, as well as host events and tournaments that have brought a substantial amount of visitors from outside the Cedar Valley.

6. <u>Please indicate all the categories that your projects supports:</u>

X Category 1 – Supports tourism and heads on beds

X Category 2 – Supports and assists community events

X Category 3 – Brings people downtown

X Category 4 – Supports Waterloo quality of life

7. Please provide a detailed description of your project, together with a statement of how your project fits into one or more of the above listed 4 categories.

<u>Supports tourism and heads on beds</u>
The Cedar Valley SportsPlex has become a regional draw for indoor sports tournaments of all kinds. With four basketball/volleyball courts and a large expanse

of Field Turf, another in the region does not match this facility. While the vision is to primarily serve our community, the goal is to have these facilities booked with tournaments that are regional in the scope on weekends.

Supports and assists in community events
The Cedar Valley SportsPlex supports community events primarily by offering a new, state of the art venue for hosting.

Brings people downtown
The Cedar Valley SportsPlex is located in the heart of downtown Waterloo. A facility of this nature helps draw critical mass to the area that is striving to help downtown businesses thrive. Whether they are SportsPlex members from within the Cedar Valley or tournament participants from around the region, individuals have been drawn to the downtown area to utilize the SportsPlex.

Supports Waterloo quality of life
The Cedar Valley SportsPlex greatly enhances the quality of life in Waterloo. We are very fortunate to have facilities that are second to none when it comes to outdoor activities. However, as we all know, Iowa winters can become quite long. A facility like the SportsPlex affords residents of all ages the opportunity to recreate straight through those long winter months.

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

The Cedar Valley SportsPlex will be a fixture of the downtown landscape for years to come. The project will be sustained by a combination of user fees, rental fees and activity registrations.

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

We plan to measure the success both by tracking user numbers while also tracking the financials of the operation. Benchmarks have been set that indicate where both of these items need to reach and we will continually strive to achieve these goals.

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

The purpose of this application is to maintain an extensive television marketing plan by focusing heavily on big sporting events that have large viewership in the fall and winter, which coincides with our peak time to recruit and retain members.

11. Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget.

Revenues:	
Hotel/Motel Tax Grant Request	$16,000.00
Expenses:	
On Media	$16,000.00

12. Please include in your submitted materials:

- Tax exempt status
- W-9 form

13. We ask that you will submit a single page final report detailing the results of your project one month after the completion of the project. If you do not submit your final report within a month after completion, you will not be eligible for further funding.

- Were your intended goals for the project met? Please provide details.
- How were the funds spent? Please be specific.

****

BUDGET SUMMARY:

Total Project Cost	**$ 18,000.00**
Additional Funding Sources	**$ 2,000.00**
In-Kind Services	**$**
Hotel/Motel Tax Grant Request	**$ 16,000.00**

Please note: Additional Funding Sources, In-Kind Services and Hotel/Motel Tax Grant Request *must* equal Total Project Cost.

I have reviewed this Application for Hotel/Motel Grant Funds from the City of Waterloo. The information contained in this application plus any attachment(s) is accurate and complete to the best of my knowledge.

The Hotel/Motel Tax Grant Funds are to be used for the express purpose as stated in the Grant Application. I, the undersigned, fully understand that if this program/project does not transpire, Waterloo City Council's recommendation for funding will be withdrawn and my organization will be responsible for refunding any portion of funds already received.

Bob Good — **Signature of Applicant**

7/25/26 — **Date**

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Finance Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Resolution approving award of hotel/motel tax council discretionary funds to the Leisure Services Department in the amount of $16,000.00 for advertisement for the golf courses.

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. FY27 HMT Golf Advertisement App

Waterloo City Council
Discretionary Hotel-Motel Grant Application

The City of Waterloo is offering grants to non-profit entities for projects and community events that support tourism, quality of life and which bring people to Waterloo's downtown area. Grant funds are made possible through Hotel/Motel tax funds received by the City of Waterloo. City Ordinance states 10% of the revenues generated from the Hotel-Motel Tax can be used as discretionary dollars of the City Council to enhance projects that support several defined areas.

To apply, please complete the following application and send the original plus four complete copies to: City of Waterloo Finance Dept., City Hall, 715 Mulberry St., Waterloo, Iowa, 50703. Incomplete applications will be returned.

1. **General Information** (It is highly recommended that applications be typewritten. Use a separate sheet of paper, if necessary):

   Name of organization Waterloo Leisure Services

   Name of facility/project 2027 Golf Marketing Campaign

   Contact person JB Bolger **Email** James.Bolger@waterloo-ia.org

   Address of organization or person completing application:

   Street 1101 Campbell Avenue

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

   Phone 291-4370 **Fax:** 291-4297

2. **Please describe your project in detail**
   a) **Explain the project as though you were telling a complete stranger.**
   b) **Please be specific how the grant monies will be used in the overall project**.

   Awarded funds will be utilized to cover costs for a wide variety of advertisements. Currently Waterloo Leisure Services utilizes cable TV commercials, over-the-air TV commercials (KWWL), radio spots, and a variety of print publications including those which are regionally distributed.

3. What is the mission of your organization?

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

4. How long has your organization been in existence?

The City of Waterloo has provided public golf for over 100 years. Irv Warren Golf Course (originally Byrnes Park) was opened in 1908. The next course to open was Gates Park Golf Course in 1928, and finally South Hills Golf Course in 1974.

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

The City of Waterloo employs nine full time golf maintenance employees, several administrative staff that assist with golf operations, and numerous seasonal staff that assist with maintenance and course operations. Starters at all courses are volunteers. Additionally the City contracts with two full time PGA Professionals and they hire additional full and part time seasonal staff.

6. <u>Please indicate all the categories that your projects supports:</u>

X Category 1 – Supports tourism and heads on beds

X Category 2 – Supports and assists community events

☐ Category 3 – Brings people downtown

X Category 4 – Supports Waterloo quality of life

7. Please provide a detailed description of your project, together with a statement of how your project fits into one or more of the above listed 4 categories.

Waterloo's three municipal golf courses regularly serve out of town guests. They attract visitors from out of town for a variety of reasons including the value, quality, and variety of golfing experiences provided.

Many community organizations chose one of Waterloo's municipal golf courses to host fundraising tournaments, outings, or banquets. Examples would include:

- East High School Athletics Fundraiser Outing- Gates Park Golf Course
- LOVE Inc.- Irv Warren Golf Course
- United Way Outing- South Hills Golf Course

Supporting quality of life for the citizens of Waterloo is by far the biggest contribution Waterloo Golf provides the community. We pride ourselves on being able to offer safe, healthy, and affordable opportunities for exercise and leisure enjoyment for all who are interested. This includes one of the strongest junior programs in the state of Iowa featuring a $10 Junior Morning Pass that allows youth to play for the entire summer for one low rate!

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

N/A

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

The best way to measure success of this project is to monitor the number of rounds played at the Waterloo courses. Additional factors such as weather also have a major impact on the number of rounds played.

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

Awarded funds will be utilized for the sole purpose of marketing the City of Waterloo Golf Courses.

11. **Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget.**

The overall investment to implement the 2027 Golf Marketing Campaign is $19,000. Our request for hotel/motel funds is $16,000 with the remainder of funds coming from the City of Waterloo Golf general operating budget.

12. **Please include in your submitted materials:**
    - Tax exempt status
    - W-9 form

13. **We ask that you will submit a single page final report detailing the results of your project one month after the completion of the project. If you do not submit your final report within a month after completion you will not be eligible for further funding.**
    - Were your intended goals for the project met? Please provide details.
    - How were the funds spent? Please be specific.

****

BUDGET SUMMARY:

Total Project Cost	**$**	**19,000.00**
Additional Funding Sources	**$**	**3,000.00**
In-Kind Services	**$**	
Hotel/Motel Tax Grant Request	**$**	**16,000.00**

Please note: Additional Funding Sources, In-Kind Services and Hotel/Motel Tax Grant Request *must* equal Total Project Cost.

I have reviewed this Application for Hotel/Motel Grant Funds from the City of Waterloo. The information contained in this application plus any attachment(s) is accurate and complete to the best of my knowledge.

The Hotel/Motel Tax Grant Funds are to be used for the express purpose as stated in the Grant Application. I, the undersigned, fully understand that if this program/project does not transpire, Waterloo City Council's recommendation for funding will be withdrawn and my organization will be responsible for refunding any portion of funds already received.

Signature of Applicant

7/23/26
Date

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Finance Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Resolution approving award of hotel/motel tax council discretionary funds to the American Legion Becker-Chapman Post 138 in the amount of $20,000.00, for their roof renovation project.

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. American Legion Post #138 Waterloo City Council Discretionary Hotel-Motel Grant Application

Waterloo City Council
Discretionary Hotel-Motel Grant Application

The City of Waterloo is offering grants to non-profit entities for projects and community events that support tourism, quality of life and which bring people to Waterloo's downtown area. Grant funds are made possible through Hotel/Motel tax funds received by the City of Waterloo. City Ordinance states 10% of the revenues generated from the Hotel-Motel Tax can be used as discretionary dollars of the City Council to enhance projects that support several defined areas.

To apply, please complete the following application and either mail or email to:
City of Waterloo Finance Dept., City Hall,
715 Mulberry St.,
Waterloo, Iowa, 50703

bridgett.wood@waterloo-ia.org

Incomplete applications will be returned.

1. **General Information** (It is highly recommended that applications be typewritten. Use a separate sheet of paper, if necessary):

Name of organization American Legion Becker-Chapman Post 138

Name of facility/project Roof Project Renovation

Contact person Michael Lyons

Email coachlyons@yahoo.com

Address of organization or person completing application:

Street 728 Commerical St

City Waterloo **State** Iowa **Zip** 50701

Phone 319-234-8511 **Fax:** _____

2. **Please describe your project in detail**
   a) **Explain the project as though you were telling a complete stranger.**
   b) **Please be specific how the grant monies will be used in the overall project.**

The Becker-Chapman American Legion Post #138 is requesting support for the full replacement of the roof on our post building located in Waterloo, Iowa. This project represents an investment in the physical infrastructure of one of Black Hawk County's most enduring veteran service organizations and in the community, it has served for over a century. Our current roof has deteriorated to a point where it poses a genuine threat to the continued operation of the post. Aging materials compromised structural integrity, and ongoing weather-related wear have resulted in conditions that, left unaddressed, will accelerate damage to the building's interior, electrical systems, and the programs and activities that take place within it. A facility in disrepair cannot adequately serve those who served us. The plan of action is straightforward: procure a licensed, insured roofing contractor, complete a full tear-off and replacement of the existing roof system with durable, long-lasting materials appropriate to the Iowa climate, and restore the building to a sound and safe condition. The project will be overseen by Post leadership and completed in a single construction phase to minimize disruption to ongoing programming. The impact of this investment symbolizes something more than just a roof repair, but rather a commitment to our veterans. Post #138 is home to more than the 3,000 veterans in the Waterloo area, and with the recent closure of the Sullivan Brothers VFW post, it has become one of the last dedicated safe spaces for veterans in our community. The post hosts events like the Quilt of Honor ceremony, free veteran haircuts, family-focused social gatherings, Honor Guard training and services, and the American Legion High School Oratorical Program, all of which depend on a functional, welcoming, and safe facility. A new roof ensures that Post #138 can continue to open its doors to aging veterans of past conflicts, to newly returned service members, to Gold Star families, and to the next generation of community members we hope to reach. Preserving this physical space is inseparable from preserving the mission it houses. Black Hawk County's veterans deserve a post that stands as firmly for them as they once stood for this country.

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

The American Legion Fred Becker-Carl Chapman Post #138 exists to enhance the well-being of America's veterans, their families, our military, and our communities through devotion to mutual helpfulness, the mission that has guided the American Legion since 1919. Locally, we carry that out through free, volunteering run funeral honor guard services, a gathering space open to veterans of every era, and ongoing civic involvement dating back to the Post's earliest decades.

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

Organization has existed in Waterloo since 1919, one year after the national organization was chartered by Congress.

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

The 2026 membership of the legion is at 281, led by a volunteer board of local veterans and members.

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

- ☐ Category 1 – Supports tourism and heads on beds
- ☑ Category 2 – Supports and assists community events
- ☑ Category 3 – Brings people downtown
- ☑ Category 4 – Supports Waterloo quality of life

7. **Please provide a detailed description of your project, together with a statement of how your project fits into one or more of the above listed 4 categories.**

This project supports Category 2 (Supports and assists community events) and Category 4 (Supports Waterloo quality of life) most directly, with a secondary connection to Category 3 (Brings people downtown). After more than a century of being moved; from the original Knights of Pythias building downtown, to Memorial Hall, to a private home on Franklin Street the City ultimately required the Post to sell in 2015, Becker-Chapman Post #138 finally owns a permanent home. This roof and structural repair project is about making sure that permanence holds. Without it, water intrusion and structural deterioration put the only building the Post has ever owned outright at risk, threatening to repeat a century-old pattern of displacement that has nothing to do with the strength of the organization and everything to do with the fragility of its buildings. Our goals as an American Legion are straightforward: stop active water intrusion and structural decay, bring the building into long-term code compliance, and extend its functional life so it can keep serving as a meeting hall, event space, and gathering place without interruption. We'll measure success the way any capital project should be measured: final inspection sign-off, contractor completion documentation, and the absence of further leaks or structural issues in the year following the work. Beyond the physical repair, we'll track whether the Post sustains or grows its meeting attendance, hosted events, and honor guard service requests, since a stable building is what keeps those numbers from declining rather than growing them outright; the building's job is to stop being the limiting factor.

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

N/A

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

We'll measure success in two ways: whether the repair itself held, and whether it kept the Post doing what it exists to do. On the physical side, success means a final inspection sign-off from the City of Waterloo, complete contractor documentation with warranty coverage, and, most importantly, no reported leaks or new structural issues in the twelve months following completion, confirmed through a post-project structural walkthrough and completed on budget within the awarded grant scope. On the impact side, a sound building should show up in the numbers that matter to the Post: monthly meeting attendance holding steady or growing compared to the year before the repair, the number of community events hosted or facilitated staying consistent, honor guard service requests fulfilled without disruption, and no membership decline tied to an unusable or unreliable facility. Longer term, success also means extending the building's functional life meaningfully, the goal isn't just to patch today's problem, but to avoid another major roof or structural expense for years to come, so the Post can put its resources toward its mission rather than its building.

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

This project is infrastructure, not an attraction, but we'll still communicate it clearly. Before and during construction, we'll announce the grant award and project scope on Post #138's Facebook page, share the story with local media (framing it as the end of a century of displacement now that the Post owns its home), notify members directly about any schedule disruptions, and post visible signage at 728 Commercial St. acknowledging the funding source. After completion, we'll hold a brief open-house event inviting City Council and veteran service organizations, follow up with social media and press coverage thanking the funder, and use the renewed facility going forward as a selling point when promoting Post events, honor guard availability, and hall rentals to the community.

11. **Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget.**

American Legion Request to BHCGA 35,000.00
City of Waterloo City Council Discretionary Fund Request (Pending) 25,000.00
American Legion Honor Guard Donation 10,000.00
American Legion Lenten Fish Fry Fundraiser 12,395.37
Sons of the American Legion Donation 10,538.70
Hail Damage Insurance Payout 16,321.20 0.00
Private Donations (Pending) 4,864.00
American Legion Farmers State Bank Savings Roof Project 10,608.57 0.00
Subtotal Income $119,728
Expense
Aesthetic elements Proposal 119,727.69
Subtotal Expense $119,728
Project Income Less Expense $0

12. **Please include in your submitted materials:**
- Tax exempt status
- W-9 form

13. **We ask that you will submit a single page final report detailing the results of your project one month after the completion of the project. If you do not submit your final report within a month after completion you will not be eligible for further funding.**
- Were your intended goals for the project met? Please provide details.
- How were the funds spent? Please be specific.

****

BUDGET SUMMARY:

Request is being reduced $20,000

Total Project Cost	$ 119728
Additional Funding Sources	$ 104591.84
In-Kind Services	$ 0
Hotel/Motel Tax Grant Request	$ 25000

Please note: Additional Funding Sources, In-Kind Services and Hotel/Motel Tax Grant Request *must* equal Total Project Cost.

I have reviewed this Application for Hotel/Motel Grant Funds from the City of Waterloo. The information contained in this application plus any attachment(s) is accurate and complete to the best of my knowledge.

The Hotel/Motel Tax Grant Funds are to be used for the express purpose as stated in the Grant Application. I, the undersigned, fully understand that if this program/project does not transpire, Waterloo City Council's recommendation for funding will be withdrawn and my organization will be responsible for refunding any portion of funds already received.

Signature of Applicant

7/21/2026
Date

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
04/16/2026
Employer ID number:
42-0113083
Person to contact:
Name: Carren Wallace-Brown
ID number: 5024645
Telephone: 877-829-5500
Accounting period ending:
July 31
Form 990/990-EZ/990-N required:
Yes
Effective date of exemption:
April 7, 2026
Contribution deductibility:
Yes
Addendum applies:
No

BECKER-CHAPMAN POST 138 OF THE
AMERICAN LEGION
728 COMMERCIAL ST
WATERLOO, IA 50701

Dear Applicant:

We determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(19). This letter could help resolve questions on your exempt status.

We based this determination on your representation that at least 75 percent of your members are past or present members of the Armed Forces of the United States. We also based it on your representation that substantially all your other members, if any, are individuals who are cadets, or are spouses, widows, or widowers, ancestors or lineal descendants of past or present members of the Armed Forces of the United States or cadets. See IRC Section 501(c)(19).

Based on your statement that at least 90 percent of your members are war veterans and that you're operated primarily for purposes consistent with those of a war veteran's organization, donors can deduct contributions they make to you or for your use if they meet all the other requirements of section 170.

In the future, if you don't meet this membership test or if your purposes, character, or method of operation changes, donors cannot deduct contributions they make to you or for your use, as provided by IRC Section 170.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is the submission date of your application.

Our records show you were previously tax-exempt as a subordinate under group exemption number 0925. Because you applied for and were granted your own individual tax-exempt status, you no longer rely on your affiliation with a parent organization for recognition of your tax-exemption.

In the future, if you choose to become a subordinate under a group ruling, you'll lose your individual recognition of tax-exempt status. If you become a subordinate under a group ruling and your parent organization loses its tax-exempt status, you will lose your exempt status. To reestablish your individual tax-exemption after rejoining a group exemption, you'll be required to reapply and pay the appropriate user fee.

If we indicated that you're required to file an annual information return, you must file one of the following:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice, e-Postcard for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ.

If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

What you should know
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Where to find more information
For important information about your responsibilities as a tax-exempt organization:

- Visit **IRS.gov/charities**
- Read Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations)

Find tax forms or publications by visiting **IRS.gov/forms** or calling 800-TAX-FORM (800-829-3676).

Keep a copy of this letter for your records.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

American Legion Becker Chapman Post #138

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) Nonprofit Corporation exempt under 501(c)(3)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
728 Commercial St

6 City, state, and ZIP code
Waterloo, IA, 50701

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	2	–	0	1	1	3	0	8	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 7/22/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Martin Petersen, City Attorney
Legal Department Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation - 1st Offense with Hy-Vee Fast & Fresh #3, 1512 Flamming Drive, Waterloo, Iowa, and acceptance of a civil penalty in the amount of $300.00, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Martin Petersen, City Attorney
Legal Department Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation -1st Offense with Bamboo Ridge Campground, 4550 LaPorte Road, and acceptance of a civil penalty in the amount of $300.00, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Martin Petersen, City Attorney
Legal Department Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation - 1st Offense with Hy-Vee Fast & Fresh #1, 3700 University Avenue,and acceptance of a civil penalty in the amount of $300.00, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Martin Petersen, City Attorney
Legal Department Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation - 1st Offense with Yes Way #1022, 1976 Franklin Street, and acceptance of a civil penalty in the amount of $300.00, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Martin Petersen, City Attorney
Legal Department Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation - 2nd Offense with Smoke O's, 1509 Flamming Drive, and acceptance of a civil penalty in the amount of $1,500.00, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
City Clerk Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Motion to approve Application for Theater License for Marcus Crossroads Cinema, 2450 Crossroads Boulevard.

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
Human Resources Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Motion approving the hiring of **Ryan Stuber** to the position of Clerk Specialist in the Clerk's office, effective August 10, 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. CLERK SPECIALIST 6.2026

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: Clerk Specialist_____ Department: City Clerk's Office

Reports To: City Clerk_____ Work Location: City Clerk's Office_____

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: _____
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: New position name but a replacement for Doug Anderson
(Specify name and title of former incumbent)

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

Date incumbent terminated employment: 12/6/2024 Date of final payout: _____

Anticipated start date: July 7, 2026 No. of hours/week: 40 Work schedule: Monday-Friday 8:00-5:00

Justification of need for position: The Clerk's Office underwent a department needs assessment process and identified the need streamlining responsibilities and a role versed the laws and regulations impacting governing bodies and insurance. This role will provide direct support to the Deputy Clerks and City Clerk which will improve our ability to stay on top of the current workload and assist departments.

What are the likely consequences if the position is not filled? Work falls behind considerably, especially in the summer months when the office is very busy.

APPROVALS

*using FY 27 rates
Annual salary requirements: *$61,089.60-$84,531.20 Hourly Rate: $29.37-$40.64 Benefits: $54.16 hr/ $112,654.27
(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: _____

Kelley Felchle 6/3/2026
Submitting Department Head Date

Mayor Date

Chief Financial Officer Date

Human Resources Director Date

Human Resources Committee Chairperson Date

Created 6/30/2017

PERSONNEL REQUISITION

The following questions are provided as guidelines to assist you in developing your rational for the position of *Clerk Specialist* in the *City Clerk* 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 Clerk Specialist is responsible for assisting with the administrative duties of the Clerk's Office. This position writes and records resolutions, writes, records, publishes, and codifies ordinances, assists with executing records requests and creating the weekly council and committee agendas, and processes insurance claims.

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

   The job responsibilities of the Clerk Specialist cannot be assigned to other employees because they currently carry full workloads.

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

   The work is completed by the Deputy Clerks and City Clerk.

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

   The positions filled in the City Clerk Department are being utilized to their maximum potential.

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)?

   Filling this position will allow the department to process work in a timely manner. Staff will receive supervision if the City Clerk is away from the office.

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

   Filling the position would not create new revenue. The biggest benefit to staffing the position is maintaining efficiency and timely processing of city records.

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?

   Not applicable.

8. How has the workload or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible.

   We went from a department of 6 to 5 over one year ago. Through shifting duties and cross training, we have absorbed the reduction in staffing but are finding that the reduction creates backlogs in work while positions are on vacation or out sick.

9. If this position is not filled, what effect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible.

   Not filling the position will cause the office to fall behind on their work.

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

    Staff are cross trained to cover the responsibilities.

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 because of this change?

    Not applicable.

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

    This will be important to help maintain a balanced workload with the Deputy Clerks and City Clerk.

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

    This position is important for supporting the efforts of the clerk's office, which serves as a point of communication between the public and government operations of the city.

CITY OF WATERLOO IOWA
Community of Opportunity

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
PROMOTIONAL EXAMINATION

CLERK SPECIALIST

DEPARTMENT	**CLERKS OFFICE**
SALARY	**$61,089.60-$84,531.20 (Admin 4)**
FLSA	**NON-EXEMPT**
CIVIL SERVICE	**INCLUDED**
BARGAINING UNIT	**NON-BARGAINING**

GENERAL STATEMENT OF DUTIES

Professional, administrative position responsible for assisting the City Clerk in planning, organizing, and supervising the daily activities of the City Clerk's Office, including but not limited to the preparation of agendas and minutes for City Council and committee meetings and other permanent records and documents. The work is performed under the general direction of the City Clerk.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

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

1. Administers preparation of agenda for all Council and committee meetings.
2. Coordinates preparation of ordinances, resolutions, minutes, permanent records, and documents.
3. Coordinates all legal notices for newspaper publication.
4. Assists in preparation of special assessment materials and oversees the assessment collection process.
5. Prepares city letters and special documents as directed.
6. Compiles reports, performs data entry, and completes forms on personal computer using the applicable software.
7. Answers questions orally and in writing from City staff, elected officials and the public pertaining to City Clerk's Office information.
8. Utilize optical imaging, electronic document management software, and other computer applications and/or software.
9. Read, interpret, and apply relevant laws, policies, and regulations with accuracy.
10. May attend City Council meetings as directed.
11. Administer the Iowa Income Offset program.

12. Serves on various boards or commissions, as the City representative, as directed. Provides clerk or board secretary services to boards or commissions, as directed. Attend closed session meetings of said boards, as required.
13. Monitors legislative issues related to City government.
14. Assists in preparing ordinances, resolutions, minutes, and policy changes.
15. Processes public records requests.
16. May perform accounts receivable or banking functions as directed. May process accounts payable checks or payroll checks as directed.
17. Maintains effective communications with supervisor, coworkers, other department employees, elected officials, the media, and the public.
18. Works independently and with others with limited supervision.
19. Performs all work duties and activities in accordance with OSHA, City and City Clerk's Office policies, procedures, and safety rules.
20. Assists with liability insurance renewal, processes insurance claims, and works with the insurance company and City Clerk to resolve claims.
21. Performs all other related work as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Thorough knowledge of administrative practices, including team building, goal setting and the development of modern office management systems.
2. Thorough knowledge and experience in use of Microsoft Office products, in particular Word, Excel, and Publisher.
3. Ability to learn related software applications, enter and retrieve information on a computer, develop computer-generated reports and update records.
4. Ability to read, understand and follow government regulations and parliamentary procedures.
5. Ability to respond to questions from elected officials, the media, coworkers, other department employees and the public tactfully, professionally, and in a clear, concise, and easily understandable manner.
6. Ability to communicate effectively and maintain working relationships with other City employees, supervisors, the City Clerk, and elected officials.
7. Ability to keep accurate and thorough records.
8. Ability to work with people from a broad variety of social, economic, racial, ethnic, and educational backgrounds.
9. Attends work regularly at the designated place and time.

ACCEPTABLE EXPERIENCE & TRAINING

1. Bachelor's degree in business management, public administration, accounting, or other field with minimum three years progressively more responsible experience in office management or business

   OR

   Associate's degree in office management, accounting or related field with a minimum of five years' progressively more responsible related experience

   OR

   Any equivalent combination of education and experience that provides the knowledge, skills, and abilities necessary to perform the work.
2. Experience with Microsoft Word, Excel, and Publisher required.

3. Prefer municipal or county government experience.
4. City Clerk's Office experience preferred.
5. If operating a City vehicle, must have Iowa Driver's License and good driving record based on the City of Waterloo driver performance criteria.
6. The City of Waterloo reserves the right to do a criminal background check upon offer of a position.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient speech and hearing that permits the employee to communicate effectively with other employees, the media, elected officials, the public and other government subdivisions in person or by telephone.
2. Sufficient personal mobility that permits the employee to move from one office location to another and attend meetings in or outside of City Hall.
3. Sufficient vision and manual dexterity that permits the employee to operate a personal computer, handle files and perform other administrative responsibilities.
4. Ability to perform work in a sitting position for 90% of the time, 10 % standing or walking.

WORK SCHEDULE

Generally, 8:00-5:00 Monday through Friday, with a one-hour unpaid lunch break.

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Angie Fordyce, Board/Commission: Metropolitan Transit Authority, Expiration Date: August 3, 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
None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Communication from the Human Rights Department on the notice of the conclusion of employment of Abraham Funchess, Human Rights Director, effective July 9, 2026, with recommendation of approval of payout of $19,333.26 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 10410 FUNCHESS PAYOUT 8.3.2026

Docusign Envelope ID: 6964D2BD-6892-81CF-8130-BD6B1A475F59

CITY OF WATERLOO IOWA
Community of Opportunity

City Council
Notice of Employment Severance

Today's Date: 4/10/2026 **Department:** Human Rights Department

Effective Date: 7/9/2026 **Job Classification:** Human Rights Director

Employment Date: 6/21/2010 **Employee Name:** Abraham L. Funchess

The employment with the named City of Waterloo employee has been severed by reason of:

- ☐ **Retired**
  - **Disability Related** ☐ **No** ☐ **Yes**
- ☐ **Resigned**
- ☑ **Termination**
- ☐ **Other** _____

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Payout
Vacation-Accrued	81	$ 48.59		$ 3,935.79
Vacation-Current	232	$ 48.59		$ 11,272.88
Usable Sick Leave	0	$ -	25%	$ -
Casual Hours FY27	46	$ 48.59		$ 2,235.14
Casual Hours FY26	42	$ 48.59		$ 2,040.78
Unscheduled Leave	0	$ -		$ -
Bookcase	0			$ (151.33)
		Total Payment		**$ 19,333.26**

Comments _____

Approved by Signed by: Dave Boesen 393E8307B3D3421... **Date** 7/14/2026

Human Resources Signed by: Nikki Fischels 4DB8626179FC45F... **Date** 7/14/2026

Council Agenda Date: 8/3/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Communication from the Sanitation Department on the notice of the conclusion of employment of Monesha Dickens, Solid Waste Technician, effective June 11, 2026, with recommendation of approval of payout of $3,367.40 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 12090 DICKENS PAYOUT 8.3.2026

CITY OF WATERLOO IOWA
Community of Opportunity

City Council
Notice of Employment Severance

Today's Date: 7/10/2026 **Department:** PW SANITATION

Effective Date: 6/11/2026 **Job Classification:** SOLID WASTE TECHICIAN

Employment Date: 1/19/2021 **Employee Name:** MONESHA DICKENS

The employment with the named City of Waterloo employee has been severed by reason of:

- ☐ **Retired**
  - **Disability Related** ☐ **No** ☐ **Yes**
- ☐ **Resigned**
- ☑ **Termination**
- ☐ **Other** _____

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Payout
Vacation-Accrued	35.64	$ 31.97		$ 1,139.41
Vacation-Current	40	$ 31.97		$ 1,278.80
Usable Sick Leave	1.2	$ 31.97	25%	$ 9.59
Casual Hours	6.86	$ 31.97		$ 219.31
Comp Time Pay	22.53	$ 31.97		$ 720.28
Unscheduled Leave				$ -
Other Pay		$ 31.97		$
		Total Payment		**$ 3,367.40**

Comments _____

Approved by _____ **Date** 7-13-26

Human Resources Nicole Fischels **Date** 07-13-2026

Council Agenda Date: _____

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Communication from the Mayor's Office on the notice of the conclusion of employment of Tara Thomas Gettman, Director of Strategic Communication, effective June 30, 2026, with recommendation of approval of payout of $4,639.68 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. THOMAS GETTMAN PAYOUT 8.3.2026

Docusign Envelope ID: 7B30896E-9922-877D-8088-CB8A4CEEC2CF

City Council
Notice of Employment Severance

Today's Date: 7/15/2026 **Department:** Mayor's Office

Effective Date: 6/30/2026 **Job Classification:** Director of Strategic Communication

Employment Date: 4/3/2023 **Employee Name:** Tara Thomas Gettman

The employment with the named City of Waterloo employee has been severed by reason of:

- ☐ **Retired**
  - **Disability Related** ☐ **No** ☐ **Yes**
- ☐ **Resigned**
- ☐ **Termination**
- ☑ **Other** **Position not included in FY27 budget**

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Payout
Vacation-Accrued	60	$ 48.33		$ 2,899.80
Vacation-Current	32	$ 48.33		$ 1,546.56
Usable Sick Leave	16	$ 48.33	25%	$ 193.32
Casual Hours	0	$ -		$ -
Comp Time Pay	0	$ -		$ -
Unscheduled Leave	0	$ -		$ -
Other Pay (Bday)	0	$ -		$ -
		Total Payment		**$ 4,639.68**

Comments

Approved by Signed by: Dave Boesen 998E0397B3B3421... **Date** 7/17/2026

Human Resources Signed by: Mikki Fischels 4DB8628178FC45F... **Date** 7/17/2026

Council Agenda Date: 8/3/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Finance Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Motion to receive and file Grout Museum funding reports of June 2026.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. Contract Support City of Waterloo June 2026

Summary of Grout Museum Contracted Support through City of Waterloo

7/9/2026 **Fiscal Year 2026 Budget**

Operation Expenses:	Month of Jun-26	Quarterly 4/1/26 - 6/30/26	YTD 7/1/25-6/30/26	FY 26 Support Budget
Wages & Employee Benefits	$ 29,266.05	$ 89,296.90	$ 303,432.63	$ 300,148.00
Charge card fees (MC/VISA)	$ 608.14	$ 1,014.99	$ 4,150.39	$ 3,800.00
Exhibit building and repairs	$ (0.35)	$ 3,076.58	$ 11,707.30	$ 17,055.00
Publications and Dues	$ -	$ 110.00	$ 3,645.00	$ 4,245.00
Travel	$ -	$ 2.09	$ 3,000.00	$ 3,000.00
Office Supplies	$ 104.45	$ 515.58	$ 2,561.50	$ 3,000.00
Legal and Accounting Fees	$ 10.00	$ 1,790.00	$ 27,414.48	$ 27,330.00
Grout Insurance	$ 3,833.57	$ 12,649.12	$ 61,499.12	$ 48,850.00
Utilities - Gas, Electric, Phone	$ 11,634.90	$ 33,361.13	$ 125,144.05	$ 130,000.00
Postage - mailings and meter	$ 48.05	$ 523.52	$ 2,643.15	$ 3,340.00
Building Maintenance	$ 1,133.04	$ 3,299.88	$ 18,629.21	$ 20,000.00
Janitorial and Kitchen supplies	$ 497.21	$ 2,272.41	$ 8,185.71	$ 8,000.00
Grounds	$ 655.47	$ 655.47	$ 5,655.47	$ 5,000.00
Misc. Expenses	$ (848.33)	$ 1,165.88	$ 1,573.60	$ 2,500.00
Equipment repairs & Computer Maintenance	$ 700.98	$ (480.66)	$ 12,065.80	$ 13,160.00
Service Contracts - Building and Machines	$ 4,443.82	$ 7,000.11	$ 33,692.59	$ 35,572.00
Total Operating Expense	$ 52,087.00	$ 156,253.00	$ 625,000.00	$ 625,000.00

**These documents are unaudited and intended for Board Reporting purposes only.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Leisure Services Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Motion to receive and file Leisure Services Commission Board minutes of May 12, 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. Board Minutes 5-12-2026

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, May 12, 2026
300 Jefferson Street

The meeting was held in the Cedar Valley SportsPlex Multipurpose Room at 300 Jefferson Street. The meeting was called to order at 7:31 am.

Present: Council Liaison Steve Simon, Council Liaison Hector Salamanca Arrroyo, Ellen Vanderloo, Jeremy Kruth, Tom Christensen, Tim Moses, Allison Richter, Jessica Rucker
Staff: JB Bolger, Todd Derifield, Travis Nichols, Logan Cinnamon, Chris Dolan, Bob Etringer, Bri Boss, Bryan Rutledge
Absent: Robert Welch

Ellen Vanderloo called for approval of the agenda. Tim Moses motioned to approve the agenda, second by Jeremy Kruth. Ayes: All Nays: None

Ellen Vanderloo called for motion for the approval of April 14, 2026 meeting minutes. Jessica Rucker motioned to approve the meeting minutes, second by Allison Richter. Ayes: All Nays: None

REVIEW OF BILLS
Ellen Vanderloo called for approval of the bills. Motion by Jeremy Kruth to approve April 2026 bills, Tim Moses made a second. Ayes: All Nays: None

Leisure Services Swim Lessons
Bri Boss was present to speak about the swim lessons offered by the SportsPlex. It is a unique program that was started in 2020 – it is a combination of Waterloo lessons, Red Cross lessons, and YMCA lessons. These lessons are offered in the summer as four sessions, they run two weeks at a time and ages from six months up to teenagers are enrolled in the lessons. Levels one through six. Registration consists of 913 spots and as of today 94% of those spots are filled. There are also fall and winter sessions available at the SportsPlex. More lessons can not be offered due to limited space and numerous staff members needed for lessons. Most staff are already working long hours because they are also employed as lifeguards and deck guards.
In addition to traditional group lessons we offer private lessons to children who need special accommodations. We have partnered with the Boys and Girls Club to offer free Water Safety Days where basic water safety and swim instruction is taught to over one hundred children. In the past we've also partnered with Waterloo schools but due to transportation and staffing challenges this is no longer offered.

Walnut Neighborhood Park
Monthly meetings have been held to meet with the Walnut Neighborhood Association and Iowa Heartland Habitat for Humanity since 2023 with the intent to develop a small playground within the neighborhood. There was previously a playground in this neighborhood, but it was removed at the Immanual Lutheran Church property. Habitat for Humanity is proposing to donate a 0.2 acre lot at the corner of Almond St and Clay St. They have asked the City for a commitment to transfer after the project has been completed and paid in full. Tom Christensen made a motion to approve real property donation agreement with Iowa Heartland of Habitat for Humanity and Allison Richter seconded the approval. All were in favor. This agreement accepts the donation of Walnut Park after the park is completed.

Bontrager Pickleball Courts
Friendship Village has changed the design of the proposed pickle ball courts. In the original plan there was a large parking lot which has been changed to the Friendship Village side of Park Ln. Construction has not started yet as Friendship Village fundraising for the project is still ongoing.

Washington Park Improvements update
Washington Park's tea house, Japanese gardens and water feature were designed and installed in the 1960's. The water feature has not been operable for many years, and the gardens had become overgrown. The water feature has been replaced and will now recirculate the water. New vegetation was installed along with a rock pave system that can't be moved around, along with a new Japanese lamp. Staff and board members discussed that the shingles on the Tea House will need redone in the near future.

STAFF UPDATES

Sports and SportsPlex – Bob Etringer
Spring and Summer sports are in session – baseball/softball, karate, soccer, and the golf academy program. Staff is preparing for pools to open and getting the building ready for graduation open houses – there will be seventeen hosted in the Multipurpose room in the upcoming weeks. Four after proms were hosted in the Multipurpose room and the rentals went well. There are two after proms already scheduled for the 2027 calendar.

Construction, Projects – Travis Nichols
The crew has switched over to the summer garbage route. Trash cans should be back in all the parks, and the restrooms are all open. We are doing park inspections twice a week and general maintenance off those inspections. All seasonal staff have been hired making the crew fully staffed. Staff have been working on installing both the downtown docks and the boathouse docks, repairs at Buck's Stadium, and installing the signs for Paul Huting Recreation Area.
The Gates and Byrnes projects are still in the punch list phase. Current CDBG projects are a basketball hoop at Edison, basketball courts at Furgerson Fields, swing set at Sullivan, shelter at Elks, and playground at Tibbitts.

Assistant Director - JB Bolger
Due to the hailstorm that took place a couple weeks ago there is damage to both the Sportsplex and Young Arena roofs along with multiple city vehicles. Staff are working on getting those repaired. The improvements to Washington Park are now complete, we are looking into a grant to fix the walking paths in the park. Starting Friday, four new hires will begin their employment as attendants at Gates Park. Travis Nichols has been promoted to Facilities Manager and Jake Schafer as Assistant Arena Manager. We are working on back filling Jake's position at the Young Arena.

Forestry – Logan Cinnamon
Crews have been working on different plantings. Plantings took place at both Tibbitts and Elks Park along with Mayor Boesen's tree at the Arboreum. Last week we distributed the trees from the Plant Waterloo Program. The program this year consisted of 232 trees, this year we used a new set up for pick up and it worked out well. All 232 trees were sold. The donation of $20,000.00 from the Young Family makes this program possible. We were awarded the Urban Forestry Grant and will meet with potential vendors for the inventory. Discussed the West 3rd st tree. It is a project of the planning department and is being done to make for a housing development. Trees were removed for single family homes to be built

Young Arena – Chris Dolan
Young Arena staff are currently working with the Waterloo Black Hawks and the Waterloo Youth Hockey association on implementing a Learn to Play Hockey program for players age 6-10. The program is sponsored by the NHL and USA Hockey. The first draft of the WBH 2026-2027 Schedule first draft will be released the week of May 18. Young Plumbing and Heating has began work on the ammonia ventilation project in the compressor room. The project will be completed by the end of June. The Marching Against the Darkness Drill Team competition will take place July 11, this will be the fourth year that the event has been held at Young Arena.

The next regular Leisure Services Commission Meeting will be held Tuesday, June 9, 2026

Jeremy Kruth made a motion to adjourn the meeting, second by Tom Christensen. Ellen Vanderloo adjourned the meeting at 8:46 am.

_____, Secretary
Jessica Rucker
7/14/2026
Date

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Planning & Zoning Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Motion to receive and file Planning, Programming, and Zoning Commission minutes of May 2026.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. May 12, 2026

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. MAY 12, 2026

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Leistikow at 4:00 p.m. via Zoom and in person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Cody Leistikow, Philip Shirk, Janelle Ewing, Scott Voight, Kristin Schaefer, Jessica Rucker, and Eric Donat.

Members absent were: Brandon Schoborg and Eric Poe.

Others present were: Noel Anderson, Aric Schroeder, Adarsh Tummala, Joseph Geilman, and John Dornoff – Planning Department; Jamie Knutson – City Engineer; Dave Morrow – City Council Representative, and 14 citizens.

Others present electronically: Steve Schmitt – City Council Liaison.

I. Approval of the Agenda

It was moved by Voight and seconded by Rucker to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on April 14, 2026.

It was moved by Schaefer and seconded by Donat to approve the minutes of the April 14, 2026, meeting. Motion carried unanimously.

III. Oral Presentations

There were no Oral Presentations.

IV. New Business

A. Special Permit

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 prior to 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.

Donat asked what the difference was between clean fill and rubble fill, to which Anderson responded that clean fill is primarily dirt, whereas rubble fill can have brick, concrete, and staff looks at what could go there in the future on the type of fill that should go in there.

Brandon Ballenger, owner of K & B Property Rentals, stated that the goal is to add more buildings at the site, both in the back and the front, and to have fill ready to go, with the floodway staked out so that it is not filled in that area.

Leistikow asked if the hard surfacing was going to be removed, to which Ballenger stated yes.

It was moved by Ewing and seconded by Donat to recommend approval of a request by Ryan Myers for an Encroachment Agreement to allow for the replacement of an existing fence in the Greenhill Road Right-of-Way in the "R-2" One and Two Family Residence District located in the rear of 343 to 349 Norris Court with the following condition: A fully signed and executed Encroachment Agreement. Motion carried unanimously.

2. 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.

Leistikow asked if there was another potential buyer for the building, to which Anderson responded that he is not aware of any right now.

Voight asked what was up with the fire department regulations, to which Schroeder responded that when you have a change in occupancy classification, in this case from Class B to Class A, that requires architect review and different building and fire codes apply.

Quovadis Marshall, Lead Pastor for Hope City Church, was available to answer questions.

Jim Trunnel, Invision Architects, handed out information packets containing excerpts from the City of Waterloo Zoning Ordinance. Trunnel stated that there is a small parking deficit, but the church has reached a verbal agreement with the City to use spaces in the parking garage since it is underutilized on Sundays and creates additional revenue for the city. There is also on-street parking on West 5th Street and Commercial Street. Trunnel further stated that the property has been on the market for 4 years and there have been several interested parties in the property, but no one has acquired it, and Hope City Church is in the process of putting in an offer.

Trunnel also noted that the church wants to be a good neighbor and does not have audible church bells or calls for prayer. In addition the church will provide a place of worship in the downtown area for those on low incomes and for senior citizens who do not or cannot drive. Trunnel further stated that the church understands the building requirements, including the change of use, which will require changes to the sprinklers and fire alarm.

Trunnel handed out copies of certain pages of the Zoning Ordinance noting that there is a list of uses that could go into this building that would not require a Special Permit, and could be located there today, but the church has to go through the Special Permit process and several uses could happen such as a lumber yard and the staff could not stop them and the occupancies could be far worse than the church. Trunnel also noted the list of standards that the City passed

in 2011 for the approval or denial of a Special Permit, and one of the things you will not see on there is that it goes along with the City Master Plan, and thinks the plan is a great thing, but holding up a church from going into that spot is not one of the reasons.

Marshall stated that the church has been operating for a decade, and he himself was born and raised in this community, and the church is part of the community. Marshall further stated that the existing building no longer meets its needs because it distributes 100,000lbs of food and benefits the city, including the other services it offers to foster children, people with addictions, and low-income families, and that the church can be a vital part of the City's plan.

Marshall also noted that on any given Sunday, they will have 800 people in the heart of the city and does not see how that can be a bad thing for the businesses in the area, and if he asked the owner of Doughy Joeys if he would like to serve 800 people on any given Sunday, he would jump at the opportunity.

Ewing asked if the plan was to leave the existing building or still use that building, to which Marshall explained that the existing building will be used for their non-profit Dream Center, which is an outreach organization, but open to other possibilities as it comes to that piece of property.

Ben Petersen, 2139 Grand Boulevard, member of Hope City Church, and not an active participant in this project, but has spent 30 years as a firefighter based in downtown, his family eats downtown, and he knows what the downtown area is like at all times of day and every day of the week. Petersen further noted that the downtown area has changed for the positive over the last 30 years and noted that their church is a church of action, and you will see them at various activities, and would like the Commission to consider the church a vibrant part of the downtown area.

Leistikow stated that if a motion to approve is going to be done, then the standard language that they need to follow all applicable city codes, should be included.

Ewing stated that it seems to her that it does not meet the revitalization plan, but after driving by that building every day for the last 4 years, it has been closed, and it is not a bad idea to have a church there and with trying to bring the city together more, having half of the church on one side and half it on the other is just more evidence that the city is healing itself and moving forward. Ewing then asked why the city is against it, to which Anderson responded that no one is against Hope City Church looking to invest in downtown Waterloo, but just wished it would be in a location in conformity with the Downtown Renaissance plan, and the city has been working to redevelop the riverfront with multi-use, multi-story residential buildings, and there are a limited number of riverfront properties, so ensuring their highest and best use is important per the City.

Voight asked if the city was against the project because it would not be paying taxes, to which Anderson responded that land use decisions are not made due to financial considerations, and that would not be allowed. Anderson further noted that the City has worked with non-profits, including the Northeast Iowa Food Bank, on their expansion which will not create taxes.

Ewing asked if the staff was worried that this would set a precedent and in the future the City would not be able to say no to other projects that may not fit in, to which Anderson stated that each project is evaluated as it comes, but the block by block, there are only so many riverfront sites and the goal is to look at the highest and best land use for the site and one of the goals of the plan for the area is density in the downtown area.

Leistikow stated there are plenty of other places buildings could go up and this site has been on the market for several years and sitting empty and sometimes we want things and we don't get them right away and the plan is 26 years old and it says we want to get people downtown and then something comes up and we say we don't want those kind of people downtown and takes issue with that to which Anderson responded that the last block by block examination of the area occurred between 2018 and 2020 when they were updated and further noted that there is monthly meetings held to discuss downtown development.

Ewing asked what the likelihood is of someone today saying they want to invest in Waterloo, to invest in the area, buy the building, tear it down, and build a multi-story building on the site, because she does not see that happening to which Schaefer responded that she takes issue with that comment, as there is a building being renovated on Water Street that sat for some time before someone came along and decided to renovate it. Schaefer further stated that this is a difficult decision, but housing is an important one, and sometimes it takes a while for development to happen.

Anderson went over some of the developments that are currently taking place in the downtown area, including the Blacks Building, Central Battery Building, the Rath Building, and others. Schroeder noted the existing building would not necessarily need to be torn down to be part of a redevelopment that is consistent with the Master Plan, as new multi-story buildings could be built over the parking areas of the site.

Leistikow noted that the building on Water Street had two applications for Special Permits for religious facilities in that building, one that passed and one that did not, and the primary driver of those was not the Master Plan but safety. Schroeder noted that the approved religious facilities on Water Street only occupied a portion of the building and were on short-term leases and that building is now being redeveloped.

Anderson noted about the population study that has been done through Grow Cedar Valley and the area cities, and it shows that the city needs more quality housing and noted that the city is seeing a lot more permit activity, including having a record-breaking $304 million the previous year, including 267 housing units.

Rucker noted there have been 17 residential projects since 2020 and that they are currently at 90% occupancy so there is demand and they fill up quickly.

Donat noted that he lives close to the downtown area and sees the need for more housing, especially for those with limited mobility.

Leistikow asked if it was the most economically feasible thing to buy the property, tear down the building, and build a high-rise, and no one has done it in the last four years that it has been on the market.

Ewing stated that maybe there is a way for the building to be rented out to the church so that it is available for development.

Marshall stated that the discussion has been about renovations of buildings that are already multi-story buildings, not new construction, and the price tag for building a new building is way too expensive. He further stated that if ne wanted to put a dentist's office in that building it would blow up that 30 year plan.

It was moved by Ewing and seconded by Voight to recommend approval of a request 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 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. Motion carried 3-2-2 (Donat and Schaefer voted nay, Shirk and Rucker abstained).

B. Vacate

1. Request by Wendy Rector to vacate approximately 3,032 square feet of a 20-foot alley in the "C-2" Commercial District and "R-4" Multiple Residence District located adjacent to 516 West 8th Street and 917 South Street.

Geilman read the staff report recommending that the request be tabled.

There were no comments on this request.

It was moved by Ewing and seconded by Schaefer to table the request by Wendy Rector to vacate approximately 3,032 square feet of a 20-foot alley in the "C-2" Commercial District and "R-4" Multiple Residence District located adjacent to 516 West 8th Street and 917 South Street. Motion carried unanimously.

V. Discussion

The next meeting of the Planning, Programming, and Zoning Commission will be held on June 9, 2026.

It was noted that the September meeting has been moved to September 1st due to the Labor Day holiday and the City Council Meeting being moved to September 8th with would be the normal date of the Planning, Programming, and Zoning Commission meeting.

VI. Adjournment

It was moved by Donat and seconded by Ewing to adjourn the meeting at 5:03 pm. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
City Clerk Department	August 3, 2026

AGENDA ITEM TITLE

Liquor Licenses

Benevolent & Protective Order of Elks #290, 407 E. Park Avenue, Class C w/Outdoor Service, Catering and Sunday Sales (Renewal) Exp: 06/30/2027.
BJ's Bar and Billiards, 110 Ida Street, Class C w/Outdoor Service and Sunday Sales, (Renewal) Exp: 07/29/2026.
Casey's General Store #24276, 3035 Logan Avenue, Class E w/Sunday Sales (Renewal) Exp: 06/14/2027.
Dollar General #30998, 5570 Washington Street, Class B w/Sunday Sales (Renewal) Exp: 08/20/2027.
Dollar General #7136, 66 E. Tower Park Drive, Class B w/Sunday Sales (Renewal) Exp: 08/21/2027.
Kwik Star #229, 1717 E. San Marnan Drive, Class B w/Sunday Sales (Renewal) Exp: 09/24/2026.
Kwik Star #723, 707 Broadway Street, Class B w/Sunday Sales (Renewal) Exp: 07/21/2026.
Kwik Star #724, 1105 Cedar Bend Street, Class B w/Sunday (Renewal) Exp: 07/21/2026.
Kwik Star #732, 324 Fletcher Avenue, Class B w/Sunday Sales (Renewal) Exp: 07/31/2026.
Lucky Wife Wine Slushies, 4022 Sergeant Road, Class C w/Outdoor Service and Sunday Sales (5-Day) Exp: 08/23/2026.
Maple Lanes, 2608 University Avenue, Class C w/Outdoor Service and Sunday Sales (Renewal) Exp: 07/22/2027.
Narey's 19th Hole, 2073 Logan Avenue, Class C w/Sunday Service (Renewal) Exp: 08/22/2026.
Riverloop Association, Inc., 327 W. 3rd Street, Class C w/Sunday Service (5-Day) Exp: 08/11/2026.
Studio 13 Waterloo, 304 & 308 W. 4th Street, Class C w/Outdoor Service and Sunday Sales (Renewal) Exp: 07/31/2026.
The Loft, 710 Jefferson Street, Class C w/Sunday Sales (Ownership Updates) Exp: 10/31/2026.
Waterloo Fraternal Order of Eagles, 201 E. 1st Street, Class F w/Outdoor Service and Sunday Sales (Renewal) Exp: 07/14/2027.

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
August 3, 2026

AGENDA ITEM TITLE

Cigarette/Tobacco/Nicotine/Vapor Permits
Express Mart, 2027 Falls Avenue (Device Permit).
New Star Fletch, 315 Fletcher Avenue (Device Permit).
Now & Forever Waterloo, 1976 Franklin Street (Retail Tobacco) (New).
Vape Time, 2829 University Avenue, (Device Permit) (New).

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
August 3, 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 8.3.2026

RIGHT OF WAY CONSTRUCTION BONDS
COUNCIL APPROVAL
AUGUST 3, 2026

101949457	AM Concrete LLC	Marshalltown, IA
108547592	Beninga Built	Cedar Falls, IA
IA5914774	Kevin Schults dba Honest & Affordable Plumbing & Remodeling	Waterloo, IA
B150103886	Kline Sewer & Drain LLC	Eldridge, IA
IA 566969	Rodney Frickson	Evansdale, IA
100054001	Tschiggfrie Excavating Co.	Dubuque, IA

RIGHT OF WAY CONSTRUCTION BOND

No. 101949457

Applicant's Telephone Number: (641)328-3291

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), AM Concrete LLC,

of 2507 S 7th Ave (Street), Marshalltown (City), Iowa (State),

as Principal, and Merchants National Bonding, Inc. of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

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

The effective date of this Bond is July 21, 2026, through April 30, 2027.

Witness our hands this 21st day of July, 2026.

AM Concrete LLC
PRINCIPAL

By: Adrian Maravilla

Printed Name: Adrian Maravilla

PLEASE MAIL TO:

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

Merchants National Bonding, Inc.
SURETY

By: James A. Holter
Attorney-in-fact
James A. Holter, Attorney-in-Fact

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS NATIONAL BONDING, INC. MEMBER

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of July , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of July 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of July , 2026 .

Secretary

POA 0018 (5/25)

RIGHT OF WAY CONSTRUCTION BOND

No. 108547592

Applicant's Telephone Number: (319)243-8760

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Beninga Built,

of 8335 NORTHVIEW DR (Street), CEDAR FALLS (City) IOWA (State),

as Principal, and Travelers Casualty and Surety Company of America of

One Tower Square, Hartford, CT 06183,

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 Beninga Built of 8335 NORTHVIEW DR, CEDAR FALLS, IA 50613-9433 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 28 July, 2026, through April 30, 2027.

Witness our hands this 28 day of July, 2026.

Beninga Built
PRINCIPAL
By: Erik Beninga

Printed Name: Erik Beninga

Travelers Casualty and Surety Company of America
SURETY Russell E. Vance

By: Russell E. Vance
Attorney-in-fact

PLEASE MAIL TO:

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

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Russell E. Vance** of **Hartford, CT** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond or undertaking, and any riders thereto:

Surety Bond No.: 108547592 **Principal: Beninga Built**

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026.**

State of Connecticut

City of Hartford ss.

By: _____
Bryce Grissom, Senior Vice President

On this the **13th** day of **May, 2026,** before me personally appeared **Bryce Grissom,** who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28 day of July, 2026.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RIGHT OF WAY CONSTRUCTION BOND

No. IA5914774

Applicant's Telephone Number: 319 883-9048

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Kevin Schults dba Honest & Affordable Plumbing & Remodeling,

of 1315 Grant Ave (Street), Waterloo (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Kevin Schults dba Honest & Affordable Plumbing & Remodeling of Waterloo, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

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

Witness our hands this 21st day of January, 2026.

Kevin Schults dba Honest & Affordable Plumbing & Remodeling
PRINCIPAL

By: Kevin Schults

Printed Name: Kevin Schults

PLEASE MAIL TO:

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

Merchants Bonding Company (Mutual)
SURETY

By: James A. Holter

Attorney-in-fact
James A. Holter, Attorney-in-Fact

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January , 2026 .

Secretary

POA 0018 (5/25)

RIGHT OF WAY CONSTRUCTION BOND

No. B150103886

Applicant's Telephone Number: (563) 381-0071

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Kline Sewer & Drain LLC,

of PO Box 48 (Street), Eldridge (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 Kline Sewer & Drain LLC of PO Box 48, Eldridge, IA 52748-0048 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 7/22/2026 12:00:00 AM, through April 30, 20 27.

Witness our hands this 22nd day of July, 20 26.

Kline Sewer & Drain LLC
PRINCIPAL

By: Logan Wadsworth

Printed Name: Kline Sewer & Drain LLC

Old Republic Surety Company
SURETY

By: _____
Attorney-in-fact

PLEASE MAIL TO:

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

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

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: 07/22/2026

Bond Number: B150103886 Bond Amount: Twenty Thousand Dollars $ 20,000.00

Principal Name: Kline Sewer & Drain LLC

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 22nd day of July, 2026.

OLD REPUBLIC SURETY COMPANY

Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of July, 2026, personally came before me, Steve R. Denault 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.

VANESSA M COLE
Notary Public
State of Wisconsin

Notary Public

My Commission Expires: 11/28/2029

(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.

0401809

Signed and sealed at the City of Brookfield, WI this 22nd day of July, 2026.

Secretary

ORSC 22262 (3-06)

BEN FARRAR & CO.

RIGHT OF WAY CONSTRUCTION BOND

No. IA 566969

Applicant's Telephone Number: 319 961 1831

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Rodney Frickson,

of 1728 Enid St (Street), EVANSDALE (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

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

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

Witness our hands this 21st day of January, 2026.

Rodney Frickson
PRINCIPAL
By: Rod Frickson
Printed Name: _____

PLEASE MAIL TO:

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

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Merchants Bonding Company (Mutual)
SURETY
By: James A. Holter
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

RIGHT OF WAY CONSTRUCTION BOND

No. 100054001

Applicant's Telephone Number: (563) 557-7450

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Tschiggfrie Excavating Co.,

of 425 Julien Dubuque Drive (Street), Dubuque (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

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

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

Witness our hands this 5th day of December, 2025.

Tschiggfrie Excavating Co.
PRINCIPAL

By: [signature]

Printed Name: Ty Malcom

PLEASE MAIL TO:

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

Merchants Bonding Company (Mutual)
SURETY

By: [signature]
Attorney-in-fact
James A. Hofter, Attorney-in-Fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of December , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of December 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of December , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

FY 2027 Sidewalk Infill, Sidewalk Ramp and Trail Repair Program - Zone 5B, Contract No. 1157.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This project is generally located in an area bounded by:

E. Ridgeway Avenue – East City Limit line -South City Limit Line - Kimball Avenue

The project will upgrade ADA ramps, make repairs to recreational trails and install new sidewalk to provide better pedestrian connections.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Bid Tabulation F.Y. 2027 Sidewalk Infill, Sidewalk Ramp & Trail Repair Program – Zone 5b

F.Y. 2027 Sidewalk Infill, Sidewalk Ramp & Trail Repair Program – Zone 5b

Engineer's Estimate $393,399.29

July 23, 2026

Bidder	Bid Security	Bid Amount
BOULDER CONTRACTING GRUNDY CENTER	5%	$244,936.27
BROCK EVEN CONSTRUCTION JESUP, IA	5%	$304,466.10
MIDSTATE SOLUTION BAXTER, IA	5%	$216,541.18

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Jamie Knutson, City Engineer
Engineering Department

MEETING DATE
August 3, 2026

AGENDA ITEM TITLE
Hazard Mitigation Plan 2026 Update.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION
This is to approve Waterloo's portion of the Multi-Jursidictional Hazard Mitigation plan. This plan is required to be adopted in order for the city to apply for federal grants.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

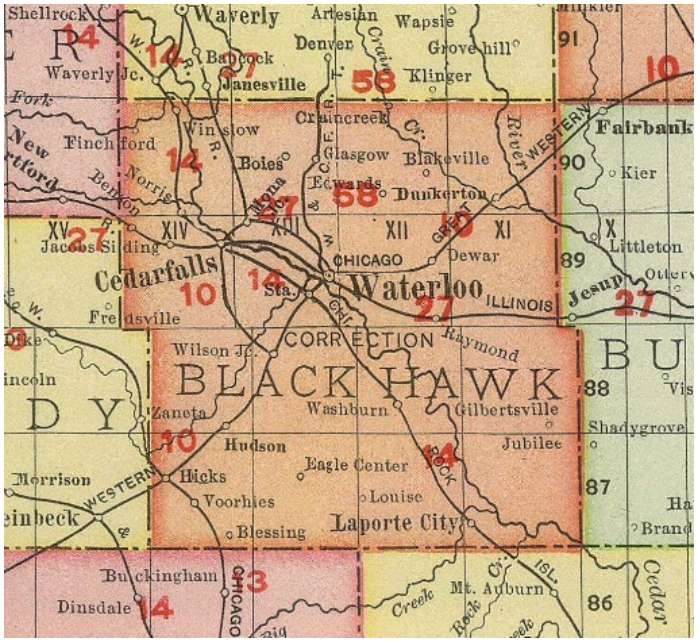
ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. Waterloo Hazard Mitigation Plan

City of Waterloo, Iowa

Hazard Mitigation Plan 2026 Update



Appendix I
of Black Hawk County
Multi-Jurisdictional
Hazard Mitigation Plan

Funded by the Black Hawk County
Emergency Management Agency

Prepared by Iowa Northland Regional
Council of Governments (INRCOG)

January 2026

EMERGENCY MANAGEMENT
BLACK HAWK COUNTY

INRCOG
Iowa Northland Regional
Council of Governments

Page intentionally left blank

Adopting Resolution by Waterloo City Council

Table of Contents

About 5
The Planning Process 6
City Profile 8
Highway Traffic and Crash Data 10
Housing Data 11
Vulnerable Assets 12
Critical Facilities 13
Future Development 22
National Flood Insurance Program 24
Hazard Risk Assessment 25
Hazard Mitigation Goals 29
Previous Mitigation Activities by Type 29
How to Use the Implementation Guide in this Plan 33
Strategic Implementation Guide for Hazard Mitigation Activities 34

Table of Tables

Table 1: Employment Data (2023) 9
Table 2: Employment Industry Data (2023) 9
Table 3: Population Data (2020) 9
Table 4: Crash Data from 2020-2025 10
Table 5:Housing Data (2023) 11
Table 6: Utility Providers 11
Table 7: Valuation of All Parcels in City of Waterloo (2020) ... 19
Table 8: Potential Property Losses 19
Table 9: Hazard Risk Assessment 28
Table 10: Local Regulatory Capability Assessment 33
Table 11: Education and Awareness Mitigation Activities 34
Table 12: Emergency Services Mitigation Activities 35
Table 13: Structure and Infrastructure Project Mitigation Activities 36
Table 14: Natural System Protection and Nature-Based Mitigation Activities 38
Table 15: Local Plans and Regulations Mitigation Activities ... 39

Table of Figures

Figure 1: Map of Black Hawk County 8
Figure 2: Iowa Crash Analysis for All Traffic Incidents (2020-2025) 10
Figure 3:Critical Facilities 14
Figure 4: Flood Plain Map 20
Figure 5: Flood Scenario Map 21
Figure 6: Historical Precipitation Data and Trend for Black Hawk County Iowa 22
Figure 7: Historical Temperature Data and Trend for Black Hawk County Iowa 23

About

The City of Waterloo developed this Plan as part of the 2026 Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan update process. The 2026 Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan is a sequential 5-year update to the previous document. Federal regulations regarding how local governments may receive funding from FEMA require that the specified jurisdiction (city, school district, county) have an approved hazard mitigation plan that is in good standing (updated and FEMA approved) to remain eligible for grant funding. This Plan was developed to meet the requirements in Title 44 CFR § 201.6.

Elected officials, city clerks, planners, first responders, and other stakeholders were invited to attend planning committee meetings as participants to learn about hazard mitigation and complete data gathering assignments. These assignments were submitted to the plan development coordinators: Black Hawk County Emergency Management Agency (EMA) and Iowa Northland Regional Council of Government (INRCOG). Black Hawk County's EMA initiated and funded this effort for all participating communities and contracted INRCOG to coordinate the plan development process with a multi-jurisdictional approach.

FEMA's Emergency Management Cycle



What is Hazard Mitigation?

Hazard Mitigation is any *sustained* action taken to reduce or eliminate long-term risk to life and property from hazards.

The emergency management cycle has 4 phases:

- **Preparedness** is the assessment of potential risks, hazards, and vulnerabilities that a community may face. The development and updating of activities, programs, and systems before an event occurs is included in this phase of the cycle.
- **Response** is the immediate effects after a disaster.
- **Recovery** is a long-term phase that focuses on returning the community to normal after a disaster.
- **Mitigation** is an action that can occur at any phase.

Participating communities included all ten (10) incorporated municipalities of Black Hawk County. County staff participating in the committee were representing their respective County departments. Three (3) committee meetings were held between January and March wherein each participant provided data and completed work sheets to develop their hazard mitigation plans.

The Benefits of Hazard Mitigation for Local Governments

For local governments, there are benefits in knowing how specific hazards may affect their communities and its potential to cause negative impacts. The need to develop pre-disaster actions or activities to lessen or avoid those anticipated negative impacts has many benefits including:

- ✓ Understanding of how hazards develop under certain conditions and increase in levels of magnitude or intensity.
- ✓ Taking advantage of the opportunities to create more sustainable and disaster-resistant communities.
- ✓ Participating in collaborative intergovernmental efforts are cost effective for all participants.
- ✓ Using limited resources to address the threat from hazard events that may have the biggest impact on the community.
- ✓ Reducing or preventing damage to existing structures and reducing their subsequent repair costs.
- ✓ Identifying vulnerable populations to establish equitable outcomes.
- ✓ Committing to long-term goals that focus on lessening or reducing negative impacts of hazards.

The Planning Process

In order to reduce the threat of negative impacts from natural hazards, a risk informed approach was used in this planning process. A risk informed approach is a multi-step process. This Plan also involves collaboration among participants in the planning committee. The process involved learning the historical occurrence of when such hazards may have occurred in Black County to understand their potential for future disruptions.

Participants in the Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan Planning Committee determined the level of risk facing their communities by completing a risk assessment. Data gathered by committee participants involved updating their existing mitigation activities by the local government. The image below outlines the general process followed.

General 5-Step Process followed by Participants



Community Data Sources

Population data is based on 2020 decennial Census data. The 2023 American Community Survey 5-year estimates are the latest and most reliable survey data sets to understand what is taking place in the county and each city. Most counties, cities, and towns rely on 5-year estimates. Employment, workforce, and industry figures in this Plan are estimates that have a margin of error.

It is important to note that the ACS estimates used for rural communities will have a degree of uncertainty associated with them, called sampling error, because they are based on a sample. In general, the larger the sample, the smaller the level of sampling error. Rural communities tend to have smaller samples than larger cities, so the "margin of error"— a measure of the precision of an estimate at a given level of confidence—likely will be larger for rural areas.



"I Love Waterloo Sign" near the corner of Lincoln Park

Crash data along roadways within each jurisdiction is collected between the period of 2019 and 2024. Using a map tool interface, the data was taken at a city level and presented to understand incident severity, casualties, and property damage from reported accidents. Accident data is added to the site daily and accessible through an online website, https://icat.iowadot.gov/.

In the risk analysis section of this Plan, estimates of property loss are measured using mapping of hazardous zones. For the vulnerability risk assessment, flood prone homes were determined using the boundaries of the 100 year (1%) annual chance flood zone. The value of potential property loss was derived from the 2023 assessed dollar value of structures and dwellings on affected parcels provided by the Black Hawk County Assessor's Office.

City Profile

Jurisdiction: City of Waterloo
County: Black Hawk County
Population (2020): 67,314

The City of Waterloo is located at the center of Black Hawk County.

The following data presented in tables on the following page include population, employment, and industry sector data for the community based on 2020 Census data and 2023 American Community Survey 5-year Estimates.

In 2020, the city's population was 67,314 and 67.5% were White and 18.0% were Black or African American with the median age is 37.4. Working aged residents (15-60 years) made up 56.9% of the population. Children and teens (younger than 15 years) made up 19.5% of Waterloo's population while older adults (older than 65 years) made up 17.0%.

The median household income in 2023 was $56,344. The unemployment rate was 6.4%. Most people commute to work and an estimated 7.1% of the workforce work from home. The top three largest industry sectors in Waterloo are as follows (in order from highest to lowest): 1) Educational services, health care, and social assistance, 2) Manufacturing, and 3) Retail Trade.

Figure 1: Map of Black Hawk County



Table 3: Population Data (2020)		
City of Waterloo		
	Total	Percent
Total population	67,314	100%
AGE		
Under 5 years	4,513	6.7%
5 to 9 years	4,334	6.4%
10 to 14 years	4,299	6.4%
15 to 19 years	3,958	5.9%
20 to 24 years	4,408	6.5%
25 to 29 years	5,027	7.5%
30 to 34 years	4,936	7.3%
35 to 39 years	4,471	6.6%
40 to 44 years	3,985	5.9%
45 to 49 years	3,565	5.3%
50 to 54 years	3,801	5.6%
55 to 59 years	4,212	6.3%
60 to 64 years	4,327	6.4%
65 to 69 years	4,063	6.0%
70 to 74 years	2,917	4.3%
75 to 79 years	1,845	2.7%
80 to 84 years	1,328	2.0%
85 years and over	1,325	2.0%
Median Age	37.4	
RACE		
White	45,460	67.5%
Black or African American	12,150	18.0%
American Indian and Alaska Native	317	0.5%
Asian	2,020	3.0%
Native Hawaiian/Other Pacific Islander	712	1.1%
Some Other Race	2,252	3.3%
Two or More Races	4,403	6.5%
Hispanic or Latino (of any race)	4,793	7.1%
Source: 2020 Census, 2023 ACS 5-Yr Estimates		

Table 1: Employment Data (2023)	
City of Waterloo	
	Value
Median Household Income	$56,344
Unemployment Rate (2023)	6.4%
Workers that commute to work	93.0%
Workforce that works from home	7.1%
Source: 2023 American Community Survey 5-Yr Estimates	

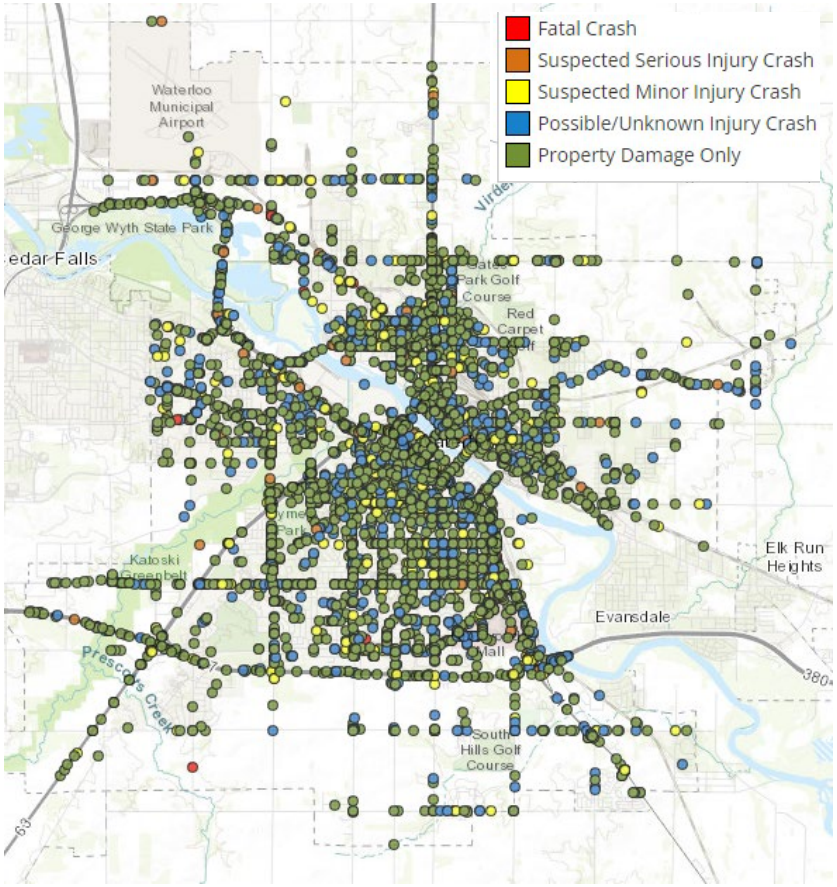
Table 2: Employment Industry Data (2023)		
City of Waterloo		
Workforce Industry	# of Workers	% of Workforce
Workforce	32,280	
Agriculture, forestry, fishing and hunting, and mining	141	0.4%
Construction	1,819	5.6%
Manufacturing	6,515	20.2%
Wholesale trade	727	2.3%
Retail trade	4,312	13.4%
Transportation -warehousing, utilities	1,793	5.6%
Information	459	1.4%
Finance and insurance, and real estate and rental and leasing	2,005	6.2%
Professional, scientific, and management, and administrative and waste management services	2,472	7.7%
Educational services, and health care and social assistance	6,737	20.9%
Arts, entertainment, and recreation, and accommodation and food services	3,235	10.0%
Other services, except public administration	1,237	3.8%
Public administration	828	2.6%
Source: 2023 American Community Survey 5-Yr Estimates		

Highway Traffic and Crash Data

Based on Iowa DOT crash data, between 2020 and 2025 there have been 6,525 incidents. Waterloo has multiple major highways and roadways running through the city. Of those incidents, 4,326 incidents were property damage only, resulting in about $47.5 million in total damage. Fatalities were reported in 27 crashes and severely injured persons reported in 111 crashes.

Table 4: Crash Data from 2020-2025	
Total Crashes	6,525
Crash Severity	
Fatal	27
Suspected Serious Injury	111
Suspected Minor Injury	536
Unknown	1,525
Property Damage Only	4,326
Property Damage Total	$47,474,889
Source: Iowa DOT Crash Data	

Figure 2: Iowa Crash Analysis for All Traffic Incidents (2020-2025)



Housing Data

The City of Waterloo has 28,947 occupied housing units. Over 70% of them are single family detached housing. About 3% of housing units are mobile homes or other types of housing. About 7% are single units attached or two apartments. 20% are multifamily (greater than 2 units).

A large portion of the housing stock was built between 1960-79 (29.4%). About 77.8% of the housing stock was built prior to 1980. Most homes heat their units with gas (67.1%) or electricity (29.9%).

Community Utility Providers

MidAmerican Energy provides utility electric services and natural gas services. Waterloo Fiber CenturyLink, Mediacom, and Metronet provide telephone services and internet services. Residents receive water through Waterloo Water Works, and sewer and sanitation services from the city.

Table 6: Utility Providers

	City of Waterloo
Electric	MidAmerican Energy
Natural Gas	MidAmerican Energy
Telephone/Internet	Waterloo Fiber, CenturyLink, Mediacom, Metronet
Cable TV	Mediacom
Water Services	Waterloo Water Works
Sewer Services	City
Sanitation	City

Table 5:Housing Data (2023)

City of Waterloo		
	Total	**% of Occupied Units**
Occupied housing units	28,947	
Housing Unit Type		
1, detached	20,342	70.3%
1, attached	1,294	4.5%
2 apartments	711	2.5%
3 or more apartments	5,779	20.0%
Mobile home or other type of housing	821	2.8%
Year Structure Built	**Total**	**% of Occupied Units**
2020 or later	37	0.1%
2010 to 2019	1,771	5.5%
2000 to 2009	1,868	5.8%
1980 to 1999	3,473	10.8
1960 to 1979	9,449	29.4
1940 to 1959	8,681	27.0
1939 or earlier	6,891	21.4%
House Heating Fuel	**Total**	**% of Occupied Units**
Utility gas	19,437	67.1%
Bottled, tank, or LP gas	500	1.7%
Electricity	8,667	29.9%
Fuel oil, kerosene, etc.	32	0.1%
Coal or coke	0	0.0%
All other fuels	197	0.7%
No fuel used	114	0.4%
Source: 2023 American Community Survey 5-Year Estimates		

Vulnerable Assets

People

Vulnerability to hazard losses increases where there are larger concentrations of people. In towns where population density increases, the number of people that can be harmed during a hazard event (tornado, flood, etc.) increases. In addition, there are segments of the population that may be more susceptible to impacts and/or harm from a hazard depending on their location within the area (i.e. flood zone or near industrial plants with hazardous materials). This includes underserved or socially vulnerable populations.

Vulnerable Age Groups

Both younger and older aged groups are likely to require assistance with physically moving to shelters or finding safety. Elderly residents may not have a personal vehicle to move away from a hazard quickly. Cognitive impairments among older adults may cause some to get easily confused.

Households Facing Poverty or With Limited Income

Families or older adults living at, near, or below poverty are more likely to be impacted by hazards than other households with higher incomes. The costly repairs from a tornado or derecho for a low-income household may be more adversely affected than another household that has the same damage but may be able to afford the repairs without much change to their lifestyles or needs. That disparity is also different during extreme weather events such as heat waves. Low-income households may not be able to afford the electricity to run air conditioning and many may face complications that involve heat stroke, fatigue, or death due to their age (infants or the infirm) and health conditions (obesity, heart conditions, diabetes).

Waterloo's Vulnerable Populations

In Waterloo, 15.9% of households are below the poverty level. About 38% of occupied households have elderly occupants (60 years and over). About 27% of occupied households have children under 18 years of age.

Most residents have access to a vehicle, and an estimated 53% of households have access to more than one vehicle. Over 30% of households have a person living with a disability. This is broadly defined from the data estimates for Waterloo. However, persons

with mobility disabilities may be at a higher risk than others, especially during unexpected natural disasters where accessibility is not always guaranteed to shelter.

Manufactured homes are unsafe in a tornado. Fatality rates are significantly higher than sturdy buildings. An alternative shelter should be identified prior to a tornado watch or warning. In 2023, there are about 821 mobile homes or other types of housing estimated in Waterloo.

Waterloo had 617 people in institutionalized quarters as of 2020; 315 were in nursing facilities and 302 were in correctional settings.

Critical Facilities

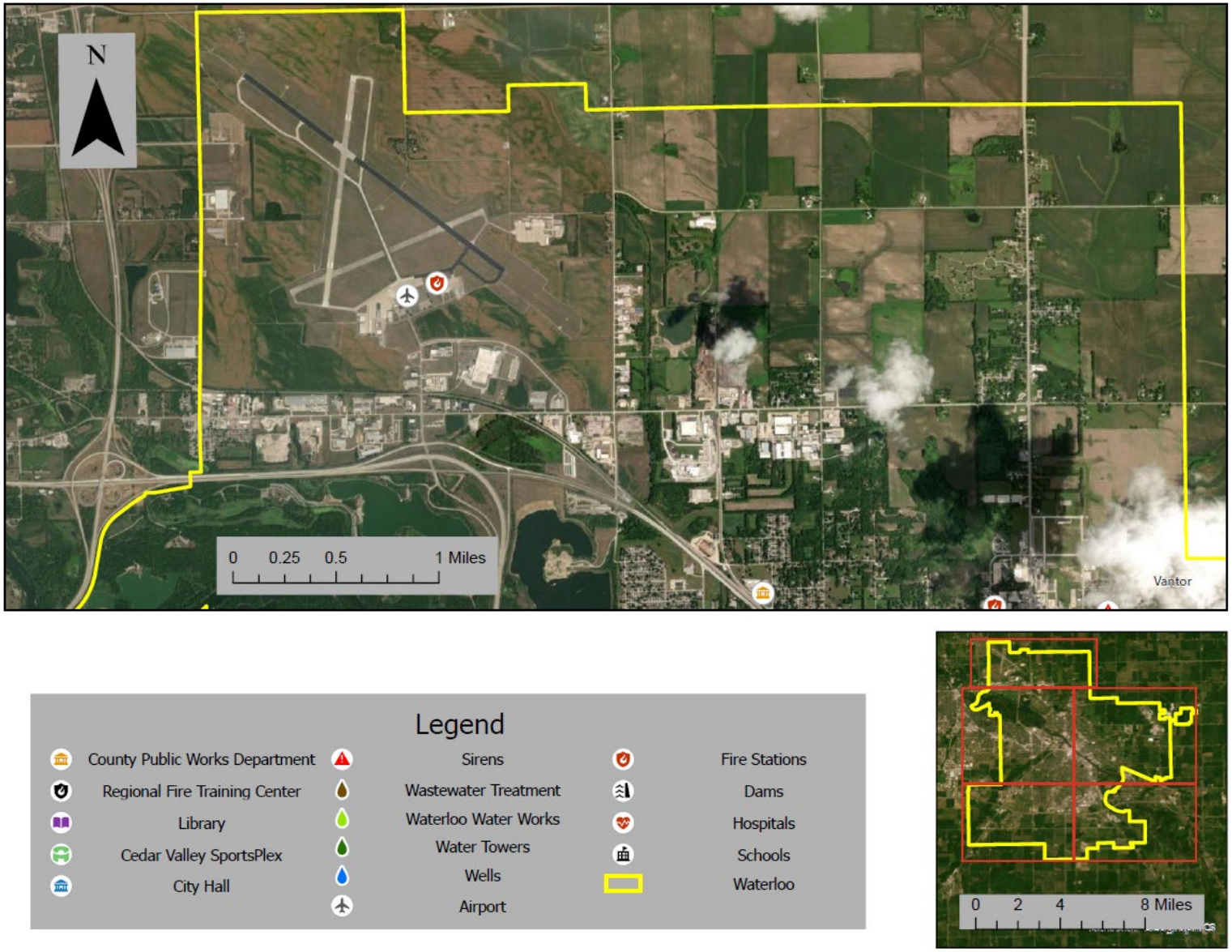
Water Supply

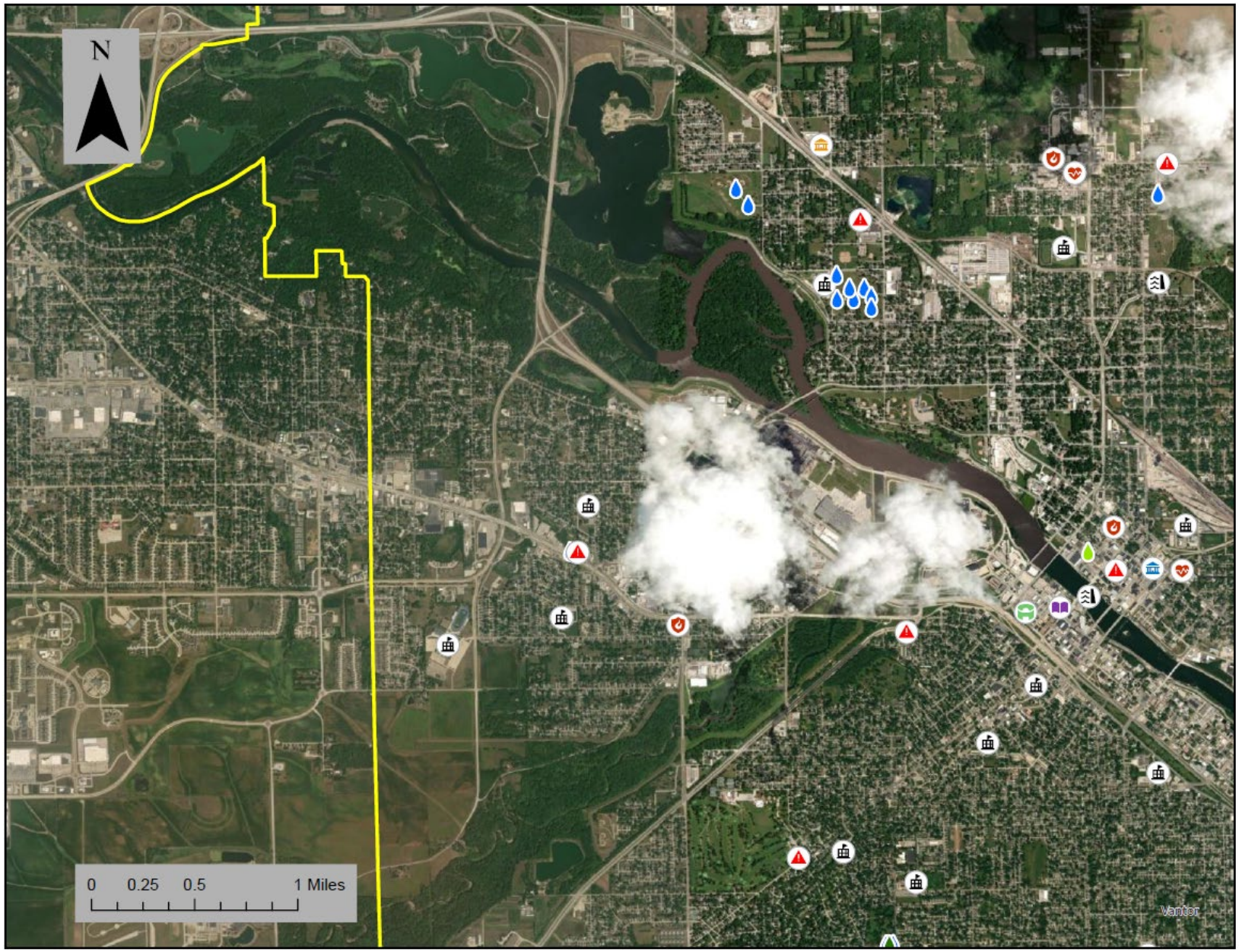
Waterloo has municipal water supply through Waterloo Water Works. As of a 2021 Iowa DNR survey there are 26,164 service connections. The water is sourced from 14 wells. The active wells' drill dates range from 1955 and 1979 and depts range from 76 feet to 225 feet. The average daily consumption is 11,550,000 gallons per day with a maximum of 17,020,000 gallons per day. The city also has three elevated water towers with a combined capacity of 3,000,000 gallons, and one ground level storage facility with a capacity of 6,000,000 gallons. The water is treated at 10 source plants with liquid chlorine for disinfection. Water is also treated with hydrofluorosilicic acid for dental health at six source plants. Four wells have emergency power sources.

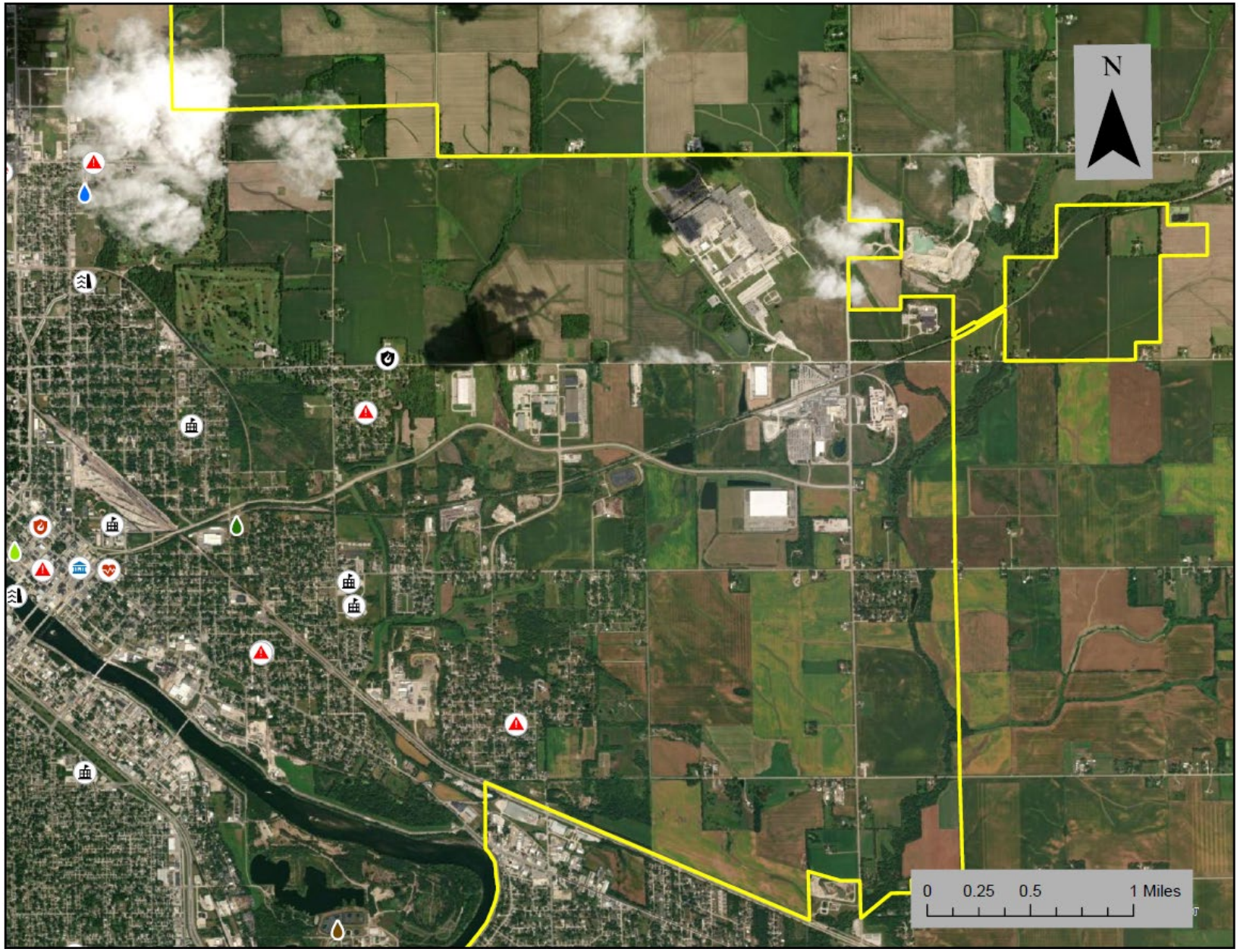
Wastewater Treatment Plant and Lift Stations

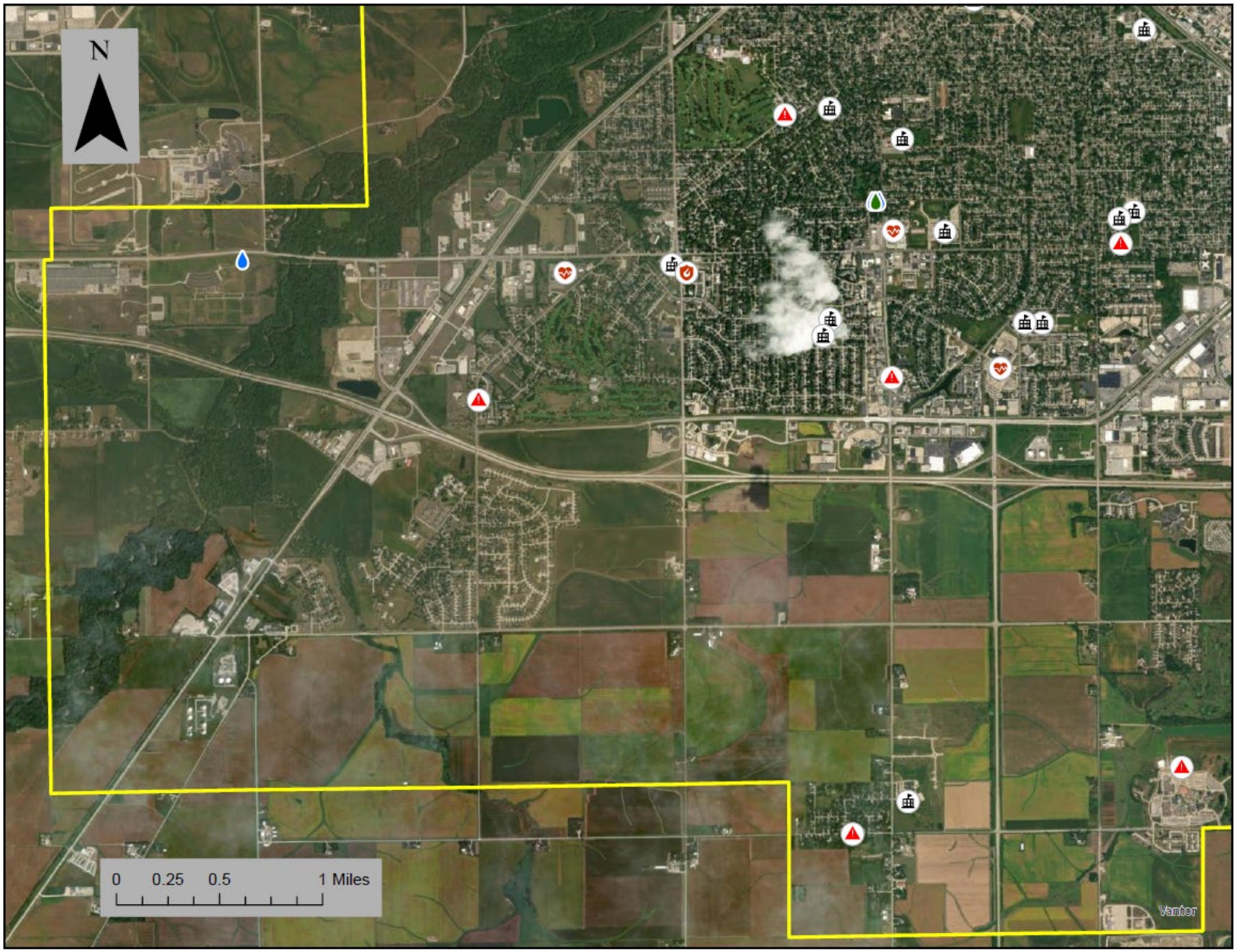
Waterloo has two wastewater treatment facilities located at 3505 Easton Avenue and 2749 Independence Avenue.

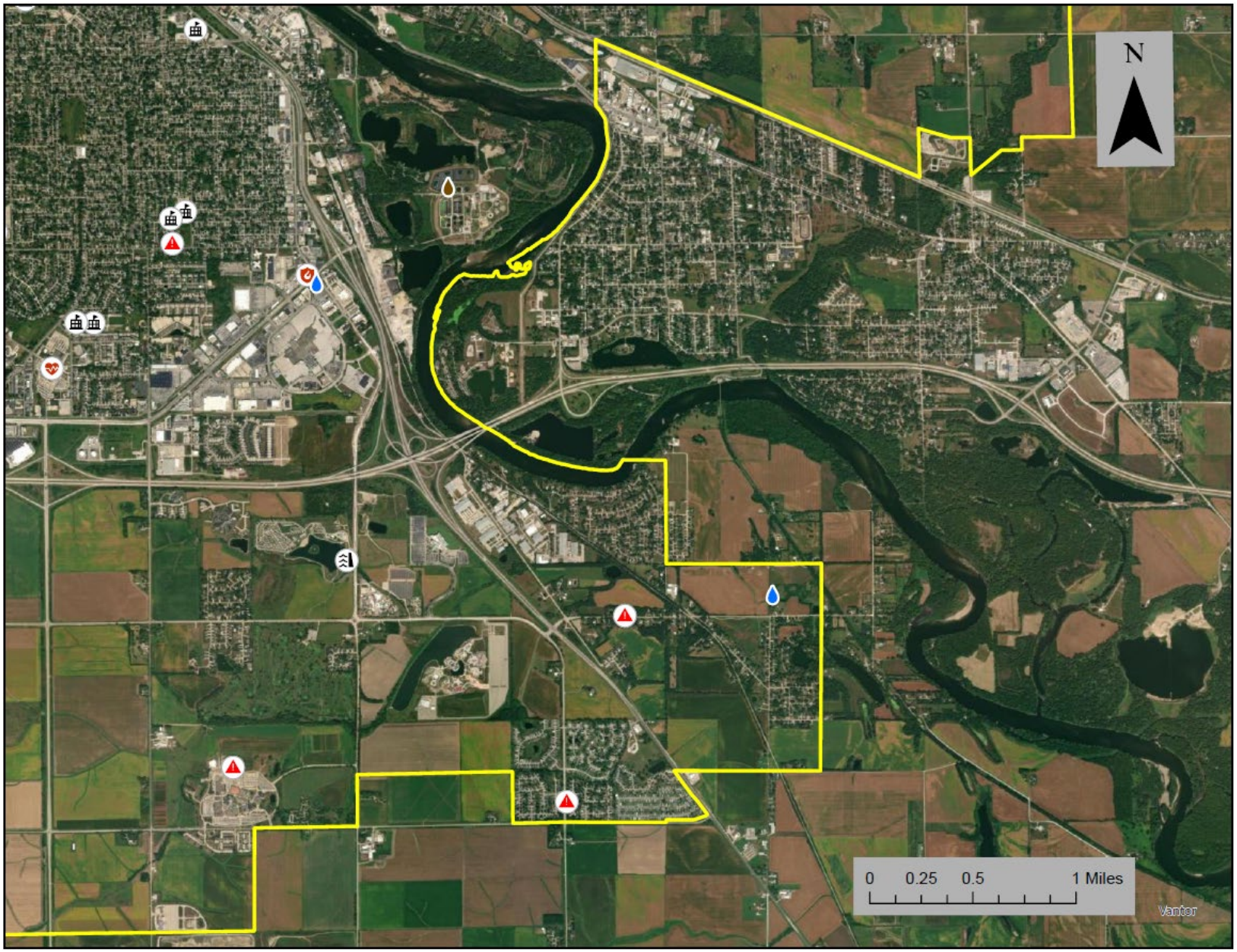
Figure 3:Critical Facilities




N
0 0.25 0.5 1 Miles


N
0 0.25 0.5 1 Miles


N
0 0.25 0.5 1 Miles
Vantor


N
0 0.25 0.5 1 Miles
Vantor

Measuring Vulnerability to Selected Hazards

Tornado Hazard

Although there is no recent history of tornadoes in Waterloo, the city remains vulnerable.

All buildings in Waterloo are prone to being damaged by a tornado. Therefore, the vulnerability of the community was determined by the assessed valuation of all buildings and dwellings on all parcels within the city's limits.

Table 7: Valuation of All Parcels in City of Waterloo (2020)

Percent of City at Risk of a Tornado	100%
# of Parcels	31,745
Total Assessed Value of Buildings and Dwellings on Affected Parcels (2025 Dollars)	$4,208,601,242

Source: Black Hawk County Assessor's Office
Note: 2025 Dollars calculated with 28% rate of inflation.

Using the assessed value from 2020 the valuation of all 31,745 parcels in the City of Waterloo is $5,144,002,406 based on Black Hawk County data and adjusted for estimated 2025 inflation. The City of Waterloo has a potential building and dwelling loss of $4,208,601,242 (adjusted for estimated 2025 inflation) from a tornado disaster.

Table 8: Potential Property Losses from the 1% Annual Chance Flood (2020)

Percent of Total Value Affected	5.01%
# of Parcels	1,485
Total Estimated Assessed Value of Buildings and Dwellings on Affected Parcels (2025 Dollars)	$187,946,560

Source: Black Hawk County Assessor's Office
Note: 2025 Dollars calculated with 28% rate of inflation.

Flood Prone Areas

The potential property losses of structures prone to flooding was calculated using the effective flood insurance rate map (FIRM) flood hazard zones for a 100-year (1%) annual chance flood.

In Figures 4 and 5, the flood plain map shows the 1% annual chance of flooding in and around the City of Waterloo. Any river basin is depicted in the topography shown on the map.

The parcels that are impacted by the 1% annual chance of flood are highlighted in Figure 6. There are 1,485 parcels within Waterloo that are potentially affected. The value of all buildings and dwellings on the affected parcels is $187,946,560 based on Black Hawk County assessor's information and adjusted for estimated 2025 inflation. This covers 5.01% of the city's total parcel value.

Figure 4: Flood Plain Map

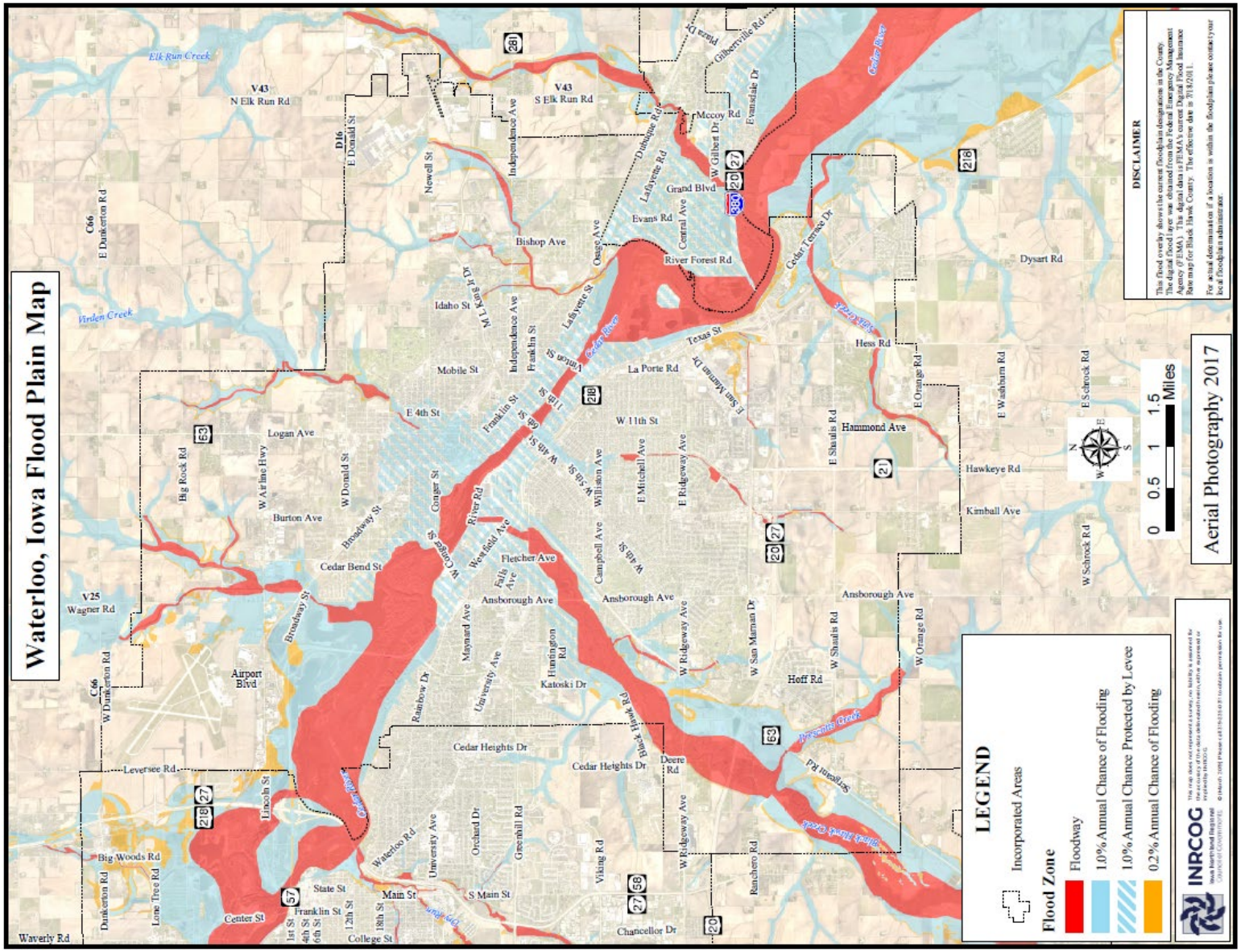
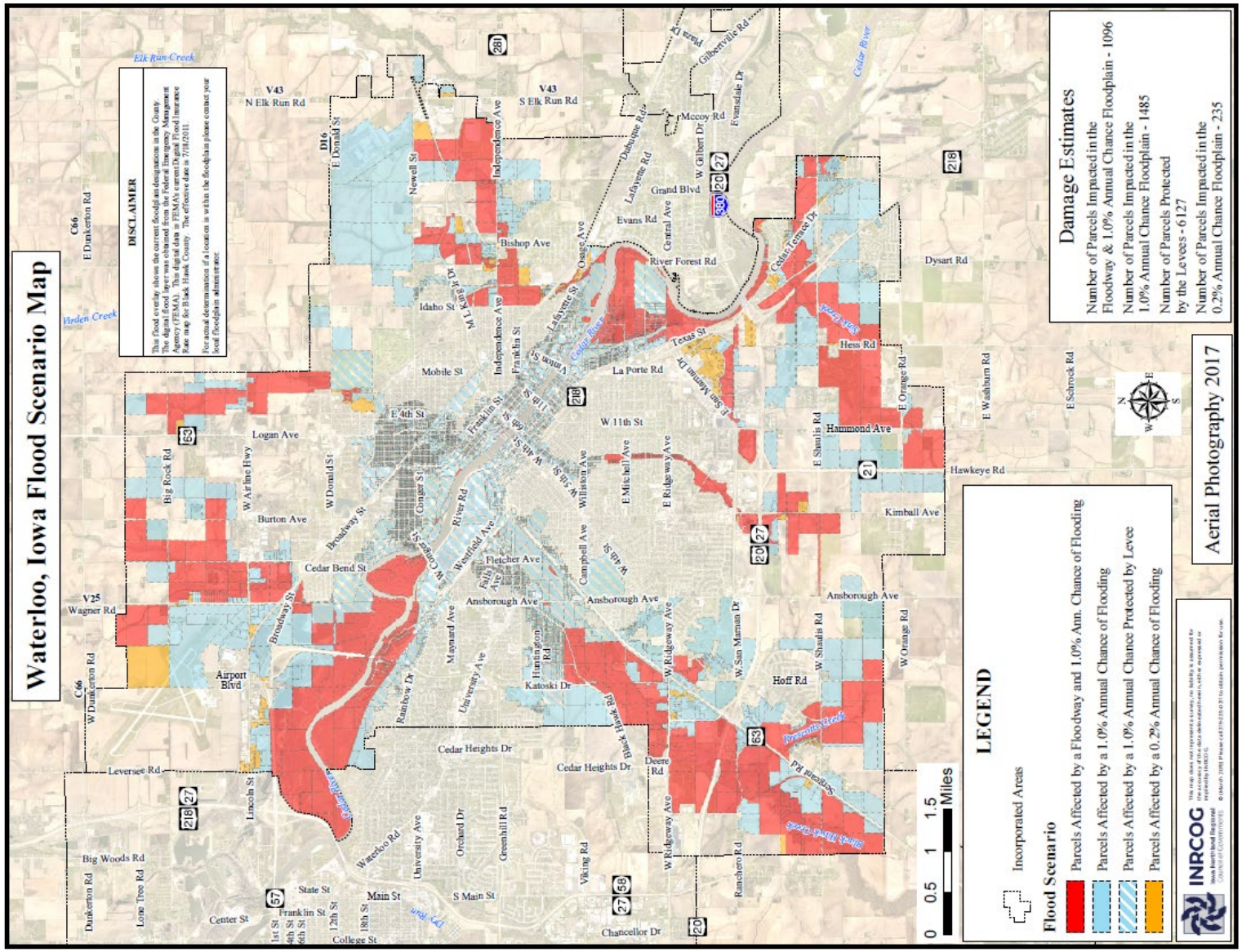


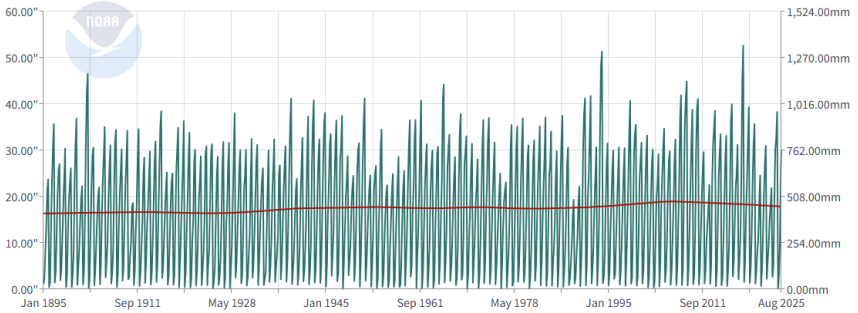
Figure 5: Flood Scenario Map


Waterloo, Iowa Flood Scenario Map
DISCLAIMER
This flood overlay shows the current floodplain designations in the County. The digital flood layer was obtained from the Federal Emergency Management Agency (FEMA). This digital data is FEMA's current Digital Flood Insurance Rate map for Black Hawk County. The effective date is 7/18/2011.
For actual determination if a location is within the floodplain please contact your local floodplain administrator.
Damage Estimates
Number of Parcels Impacted in the Floodway & 1.0% Annual Chance Floodplain - 1096
Number of Parcels Impacted in the 1.0% Annual Chance Floodplain - 1485
Number of Parcels Protected by the Levees - 6127
Number of Parcels Impacted in the 0.2% Annual Chance Floodplain - 235
Aerial Photography 2017
LEGEND
Incorporated Areas
Flood Scenario
Parcels Affected by a Floodway and 1.0% Ann. Chance of Flooding
Parcels Affected by a 1.0% Annual Chance of Flooding
Parcels Affected by a 1.0% Annual Chance Protected by Levee
Parcels Affected by a 0.2% Annual Chance of Flooding
0 0.5 1 1.5 Miles
INRCOG
Elk Run Creek
Virden Creek
Cedar River
Black Hawk Creek
Dry Run
Prospect Creek
Big Woods Rd
Dunkerton Rd
Lone Tree Rd
Center St
State St
Main St
S Main St
Franklin St
College St
Waterloo Rd
University Ave
Orchard Dr
Greenhill Rd
Viking Rd
Chancellor Dr
Ranchero Rd
Leversee Rd
Lincoln St
Airport Blvd
W Dunkerton Rd
C66
V25
Wagner Rd
Rainbow Dr
Cedar Heights Dr
Deere Rd
Hoff Rd
Katoski Dr
Harrington Rd
Maynard Ave
Broadway St
Cedar Bend St
Burton Ave
Logan Ave
Big Rock Rd
W Airline Hwy
W Donald St
E Donald St
D16
V43
N Elk Run Rd
S Elk Run Rd
E Dunkerton Rd
Newell St
Independence Ave
Bishop Ave
Idaho St
Mobile St
E 4th St
Franklin St
Ginger St
River Rd
Westfield Ave
Fletcher Ave
Ansborough Ave
Campbell Ave
Wilmston Ave
E Mitchell Ave
E Ridgeway Ave
W Ridgeway Ave
W San Marnan Dr
W 11th St
La Porte Rd
Texas St
Vinton St
Lafayette St
Cedar River
Evans Rd
River Forest Rd
Grand Blvd
W Gilbert Dr
Mccoy Rd
Dubuque Rd
Lafayette Rd
Central Ave
Oneata Ave
Gilbertville Rd
Evansdale Dr
Cedar Terrace Dr
Dysart Rd
Hess Rd
E Orange Rd
W Orange Rd
E Shaulis Rd
W Shaulis Rd
Hammond Ave
Hawkeye Rd
Kimball Ave
Ansborough Ave
E Washburn Rd
E Schrock Rd
E San Marnan Dr
Prospect Creek
Pg Ridge Rd
Black Hawk Creek
Cedar Heights Dr
Deere Rd
Hoff Rd
Ansborough Ave
Kimball Ave
Hawkeye Rd
Hammond Ave
Dysart Rd
Hess Rd
E Orange Rd
E Shaulis Rd
W Orange Rd
E Washburn Rd
E Schrock Rd
Cedar River
Evansdale Dr
Gilbertville Rd
Evans Rd
Grand Blvd
W Gilbert Dr
Mccoy Rd
Dubuque Rd
Lafayette Rd
Central Ave
Oneata Ave
Cedar Terrace Dr
River Forest Rd
Texas St
Vinton St
Lafayette St
Cedar River
La Porte Rd
W 11th St
E San Marnan Dr
Bishop Ave
Idaho St
Mobile St
E 4th St
Franklin St
Independence Ave
Newell St
E Donald St
D16
V43
N Elk Run Rd
S Elk Run Rd
E Dunkerton Rd
C66
Elk Run Creek
Virden Creek
Logan Ave
Big Rock Rd
W Airline Hwy
W Donald St
Burton Ave
Broadway St
Cedar Bend St
V25
Wagner Rd
W Dunkerton Rd
C66
Airport Blvd
Broadway St
Maynard Ave
Harrington Rd
Katoski Dr
Rainbow Dr
University Ave
Cedar Heights Dr
Leversee Rd
Lincoln St
Big Woods Rd
Dunkerton Rd
Lone Tree Rd
Center St
State St
Main St
S Main St
Franklin St
College St
Waterloo Rd
University Ave
Orchard Dr
Greenhill Rd
Viking Rd
Chancellor Dr
Ranchero Rd
Deere Rd
Hoff Rd
Ansborough Ave
Kimball Ave
Hawkeye Rd
Hammond Ave
Dysart Rd
Hess Rd
E Orange Rd
W Orange Rd
E Shaulis Rd
W Shaulis

Future Development

Recent updates in Title 44 CFR §201.6 (c) (2) (i) require this risk assessment include a section with future conditions on the type, location, and range of anticipated intensities of natural hazards including a description of the type, location, and extent of all natural hazards that can affect the jurisdiction. Planning for future conditions provides community's the look forward at potential conditions that could potentially impact their future actions.

Figure 6: Historical Precipitation Data and Trend for Black Hawk County Iowa



Source: USGCRP, 2018: Impacts, Risks, and Adaptation in the United States: Fourth National Climate Assessment, Volume II [Reidmiller, D.R., C.W. Avery, D.R. Easterling, K.E. Kunkel, K.L.M. Lewis, T.K. Maycock, and B.C. Stewart (eds.)]. U.S. Global Change Research Program, Washington, DC, USA, 1515 pp. doi: 10.7930/NCA4.2018.

Long term trends of climate patterns for the region were summarized in the Fourth National Climate Assessment Midwest Section. The National Climate Report is mandated to be updated every 4 years and deliver results to Congress and President on the effects to agriculture, energy productions, land use, transportation, and human health.

Yearly precipitation levels and annual average temperatures offer insights into future conditions of our climate system.

Annual Precipitation Levels in Black Hawk County

Taking the monthly precipitation records from January to December between 1895 and 2025 is shown in Figure 6. The values hover between 10 – 40 inches of precipitation levels recorded. The average precipitation level for the year is plotted and a linear trend of those values is shown in Figure 6. The trend shows a steady level of annual precipitation on average of 17.75 inches. Based on this historical trend, precipitation is likely to continue to remain on trend with historical conditions.

Average Annual Temperatures in Black Hawk County

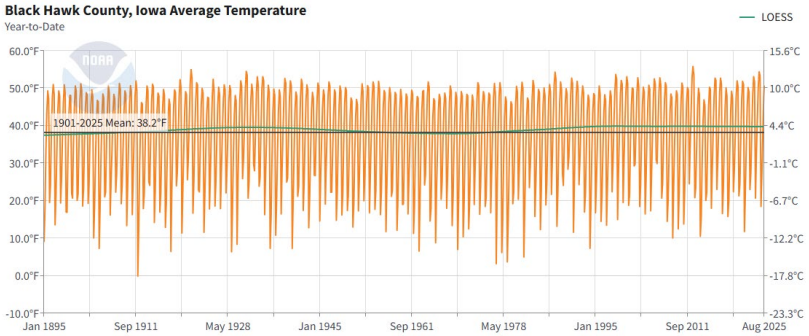
The monthly average temperature is plotted over a 12-month period from 1885 to 2025 in Figure 7. The annual average temperature is also shown with a linear trend in Figure 7. This trend shows the average temperature in Black Hawk County increasing slightly since the 1990s.

Climate Patterns from Increasing Precipitation and Higher Temperatures

Drought

The relationship between precipitation, temperature, and drought is complex, and often counterintuitive at first thinking about it. While precipitation increases may seem like it would mitigate drought conditions, higher temperatures can exacerbate the situation in several ways:

Figure 7: Historical Temperature Data and Trend for Black Hawk County Iowa



Source: NOAA National Centers for Environmental information, Climate at a Glance: County Time Series, published February 2024, retrieved on April 15, 2024 from https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series

1. Evapotranspiration: Higher temperatures lead to increased evaporation rates from soil, bodies of water, and plants. This means that even if there is more precipitation, it may quickly evaporate before it can effectively replenish soil moisture or water sources.

2. Changes in precipitation patterns: Increasing temperatures can alter precipitation patterns, leading to more intense rainfall events but also longer periods of drought between these events. This pattern can result in rapid runoff and soil erosion during heavy rain, followed by extended dry periods that contribute to drought conditions.

Overall, while increasing precipitation may provide temporary relief from drought, the combined effects of rising temperatures can outweigh this benefit, leading to more frequent and severe drought events in certain regions.

Pest Infestation

With more humidity, the daily minimum temperature may increase across all seasons. Warming winters can increase the survival and reproduction of existing insect pests which allow new insect pests and crop pathogens to move into the Midwest region.

Extreme Heat Domes

A heat dome is a weather phenomenon characterized by a high-pressure system that traps hot air beneath it, leading to prolonged periods of extremely high temperatures and often causing heatwaves. Extreme heat events during the summers may occur more frequently in the Midwest.

The human impacts of extreme heat affect socially and economically vulnerable populations the most. The higher costs of energy during heat waves disproportionately impact cost-burdened households. Heat related illness may be more severe among infants, elderly populations, and those with chronic health conditions.

Projected Trends of Natural Hazards in Black Hawk County

• Prolonged drought may occur as the atmosphere holds more moisture (even pulling moisture from plants) as the temperature increases. Longer periods between weather events mean there are drier and longer periods in between these events. This could potentially increase fire risks and soil degradation.
• Floods (flash or major types) will increase in intensity as the atmosphere holds more moisture to drive stronger storms and drop heavier rainfall over a shorter period during an event.
• Extreme heat may occur more frequently. Human health impacts are higher among socially vulnerable populations (the elderly, infants, those with chronic health issues, cost burdened households).
• Agricultural pests and pathogens may increase in growing plants and stored grain. Warming temperatures in the spring and summer have led to rising humidity. Higher dew and moisture conditions may increase the presence of these pests or crop diseases.
• Future climate projections indicate the county may experience warmer overall winter temperatures, but with a higher likelihood of freezing rain and ice storm events.
• Over the coming decades, demographic trends are expected to increase vulnerabilities and resilience to natural disasters with the population expected to increase in age steadily.

National Flood Insurance Program

The City of Waterloo actively participates in the National Flood Insurance Program (NFIP). The current effective FIRM map date is May 8, 2024. Black Hawk County participates in the NFIP and its effective map date is May 8, 2024.

FEMA defines a repetitive loss property as an insurable building that has experienced two losses in a 10-year period in which each loss is $1,000 or more. There are 26 reported repetitive loss properties.

The designee responsible for enforcing NFIP regulations within Waterloo is a planner and flood plain manager with the city.

Hazard Risk Assessment

The top three hazards from the risk assessment are:

1. Flash Flood
2. Levee/Dam Failure
3. Infrastructure Failure



Score Value vs. Hazard Risk Level	Description of hazard with this rating
Scores with a value closer to 1: Low risk hazard	Hazard is not likely to affect people or property because the likelihood is minimal.
Scores with a value closer to 4: High risk hazard	The hazard has historically occurred and may have significant impacts to people and property.
Scores with a value Of 0 No Presumed Risk	The hazard is extremely unlikely to impact the community, thus, the community has not taken it into consideration for mitigation actions.

Methodology

This risk assessment identifies how people, property, and structures would be harmed or damaged by one of the listed hazard events. Iowa Homeland Security and Emergency Management Department (Iowa H.E.S.M.D.) provided the hazard risk score formula for determining the level of risk used in this analysis.

Factors of Hazard Risk

Risks to a hazard may differ across geographical locations or even differ based on certain times of year. For example, tornado season in Iowa is usually in May and tornados have the highest risk during this time due to change in weather patterns from the western and central Gulf of Mexico causing higher chances of extreme weather.

For this analysis, four hazard risk factors are rated on a scale between 1 and 4 by committee participants after reviewing profiles of each hazard with the planning coordinator. Information was shared with the committee which described the hazard, historical occurrences, impact, duration, and warning time. Participants used this information to strengthen their understanding to rate each hazard factor.

Hazard Risk Score Formula

Hazard scores were collected during the 1st county committee meeting. INRCOG planners calculated the hazard risk score for each hazard based on the formula in this section. Results for Waterloo are located below.

[Probability] **x 45%** + [Magnitude or Severity] **x 30%**
+ [Warning Time] **x 15%** + [Duration] **x 10%**
= Final Hazard Assessment

Source: Provided by Iowa H.S.E.M.D.

Probability

The probability score reflects the likelihood of the hazard occurring in the near future. Historical data of the hazard event occurring in Black Hawk County or Iowa informed the likelihood of future occurrence.

Probability Score Definitions

Score	Description	
1	Unlikely	*Less than 10%* probability in any given year (up to 1 in 10 chance of occurring), a history of events is less than 10% likely or the event is unlikely but there is a possibility of its occurrence.
2	Occasional	*Between 10% and 20%* probability in any given year (up to 1 in 5 chance of occurring), history of events is greater than 10% but less than 20% or the event could possibly occur.
3	Likely	*Between 20% and 33%* probability in any given year (up to 1 in 3 chance of occurring), history of events if greater than 20% but less than 33% or the event is likely to occur.
4	Highly Likely	*More than 33%* probability in any given year (event has up to a 1 in 1 chance of occurring), history of events is greater than 33% likely or the event is highly likely to occur.

Magnitude or Severity

The magnitude or severity of the hazard event is measured by the level of impact on the human environment. Property damage is assessed by the whole planning area.

Magnitude or Severity Score Definitions

Score	Description	
1	Negligible	Less than 10% of property severely damaged, the shutdown of facilities and services for less than 24 hours, and/or injuries/illnesses treatable with first aid
2	Limited	10% to 25% of property severely damaged, shutdown of facilities and service for more than a week, and/or injuries/illnesses that do not result in permanent disability.
3	Critical	25% to 50% of property severely damaged, shutdown of facilities and services for at least two weeks, and/or injuries/illnesses that result in permanent disability.
4	Catastrophic	More than 50% of property severely damaged, shutdown of facilities and services for more than 30 days, and/or multiple deaths.

Warning Time

This should be taken as an anticipated warning time.

The warning time score assesses the ability to warn a population before the hazard occurs. The values of the score range from 1 (at least 24 hours) to 4 (minimal or no warning time).

For many of the climate hazards, there is a considerable amount of warning time as opposed to the human-caused hazards (transportation and hazardous materials incidents) that occur instantaneously or without any significant warning time.

Warning Time Score Definitions		
Score	**Description**	
1	Forecasted	More than 24 hours warning time.
2	Likely	12 to 24 hours warning time.
3	High Chance	6 to 12 hours warning time
4	Imminent	Minimal or no warning time (up to 6 hours warning)

Duration

The duration is the time of a typical or expected hazard event to occur. For an earthquake or traffic accident that is a score of 1. For infrastructure failure, it is likely a 4.

Table 6 displays rated risk scores for each associated hazard. This assessment was completed by city representatives based on hazard profiles prepared for the planning committee.

Duration Score Definitions	
Score	**Description**
1	Less than 6 hours
2	Less than 1 day
3	Less than 1 week
4	More than 1 week

Table 9: Hazard Risk Assessment					
Hazards	**Probability**	**Magnitude**	**Warning Time**	**Duration**	**Score**
Flash Flood	4	2	2	2	2.9
Levee/Dam Failure	1	4	4	3	2.55
Infrastructure Failure	1	3	4	4	2.35
Terrorism	1	3	4	3	2.25
River Flood	2	2	1	4	2.05
Hazardous Materials	1	2	4	3	1.95
Radiological Incident	1	2	4	3	1.95
Transportation Incident	1	2	4	1	1.75
Extreme Heat	2	1	1	3	1.65
Severe Winter Storm	2	1	1	3	1.65
Thunderstorm/Lightning/Hail	2	1	1	3	1.65
Tornado/Windstorm	2	1	1	3	1.65
Pandemic Human Disease	1	1	1	4	1.3
Drought	1	1	0	4	1.15
Earthquake*	0	0	0	0	0
Expansive Soils*	0	0	0	0	0
Grass/Wild Land Fire*	0	0	0	0	0
Landslides*	0	0	0	0	0
Sinkholes*	0	0	0	0	0
Animal/Crop/Plant Disease*	0	0	0	0	0

Source: Completed by City Representative. Calculated score completed by INRCOG.

* The hazard is extremely unlikely to impact the community, thus, the community has not taken it into consideration for mitigation actions.

Hazard Mitigation Goals

in Waterloo, Iowa

The following list of goals was developed by planning committee participants from the associated jurisdiction. Goals 1 through 7 were developed in the previous 2020 Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan. The planning committee participants chose to adopt the same goals and add additional goals after review.

Goal #1 **Protect:** Protect the health and safety of residents, visitors, staff, and emergency personnel during and after hazard events.

Goal #2 **Prevent:** Prevent avoidable disasters.

Goal #3 **Minimize:** Minimize losses to existing and future structures in hazard areas, especially critical facilities.

Goal #4 **Maintain:** Maintain local services and infrastructure in order to reduce community, economic, and environmental disruption during and after hazard events.

Goal #5 **Restore:** Return the community to either pre-disaster or improved conditions in a timely manner in the wake of a disaster.

Goal #6 **Educate:** Educate the public about hazards and resources available.

Goal #7 **Collaborate:** Incorporate each jurisdiction into the Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan.

Previous Mitigation Activities by Type

Mitigation actions and activities in this Plan will be organized according to these 5 categories: Emergency Services, Education and Outreach Projects, Natural Resource Protection or Natural Based Solutions, Structural Projects, or Local Plans and Regulations. The previous action strategies were reviewed and have been updated based upon this review and work sessions. A review of the previous action strategies is included in the appendix.

Emergency Services in Waterloo

Black Hawk County Emergency Management Agency

Waterloo works with the Black Hawk County Emergency Management Coordinator, based out of the City of Waterloo, on various safety and emergency events. The Emergency Management Coordinator works in conjunction with local fire, rescue, police, and government officials to draft and implement workable emergency action plans in the community. The Black Hawk County Emergency Management Coordinator is Mindy Benson.

Law Enforcement

The Waterloo Police Department provides law enforcement for Waterloo. The police department is located at city hall at 715 Mulberry Street. The current police chief is Robert Duncan. Waterloo Police Department has 124 officers on staff.

Fire Protection

Waterloo Fire Rescue's headquarters is at Station One at 425 East 3rd Street. The department has five other stations: Station Two at 1812 La Porte Road, Station Three at 222 West Donald Street, Station Four at 1200 Ansborough Avenue, Station Five at 617 Nevada Street, and Station Six at 3233 Ansborough Avenue. The current fire chief is Bill Beck. As of the 2024 report Waterloo Fire and Rescue has 115 full-time firefighters on staff.

EMS Services

Waterloo Fire Rescue also provide EMS and ambulance services to Waterloo.

Medical Facilities

Waterloo has multiple medical facilities. MercyOne Waterloo Medical Center and UnityPoint Health – Allen Hospital are in Waterloo. Waterloo also has a Veterans Affairs clinic. The Peoples Community Health Clinic is also located in Waterloo. Waterloo has many smaller and specialty clinic and family medicine.

HAZMAT Response Teams

Waterloo contracts with Northeast Iowa Response Group for response to hazardous material spills. The Northeast Iowa Response Group is a division of Waterloo Fire Rescue as is the Hazardous Materials Regional Training Center. The Training Center provides

training to fire departments and companies from around the state and country. Not only is this a training center, but it also serves as a hazardous materials quick response unit to Black Hawk County, surrounding counties, and many municipalities in a ten-county region. The Unit provides local fire departments with hazard materials emergency procedures thus reducing additional contamination. An evacuation plan is also in place in conjunction with the activities of the local department. Contact information for the facility is as follows: Hazardous Materials Regional Training Center, 1925 Newell Street, Waterloo, Iowa 50707, Phone: (319) 291-4275, Toll Free: (800) 291-4682, Fax: (319) 291-4285

The jurisdiction also partners with the Northeast Iowa Response Group for assistance in responding to any methamphetamine labs located in the city limits. The Response Group assists the Police Departments in the containment of the site and disposal of hazardous chemicals.

Warning Systems in Waterloo

1. Tornado Sirens

There are 16 warning sirens spread throughout the city. The siren placement provides robust coverage to Waterloo residents. Warning siren placement can be seen on the Figure 3 Critical Facilities map.

The activation systems of warning systems are activated and operated by a central command system operated by the Black Hawk County Emergency Management in Waterloo, IA.

2) Alert Iowa Mass Communication System

Black Hawk County has implemented the use of Alert Iowa, a mass communication notification system. The system features are controlled through the Black Hawk County Emergency Management Agency. Residents can customize their alert settings including the type of alerts they would get.

Alert Iowa allows for emergency notifications via landline telephones, cell phones, email, text messages, and social media. This is useful for communities that may not have an operating warning siren or may not hear the sirens. The County will use its emergency notification network for all the following events: blizzards, flash flooding, severe thunderstorms, and tornadoes. There is an optional way to receive the same alert for events such as: excessive heat warnings, hazardous materials warnings, heavy snow warning, high

wind warnings, ice storm warnings, law enforcement warnings, shelter in place warnings, sleet warnings, wind chill warnings, and winter storm warnings.

Public Works/Street Department

The Public Works Department is located at 625 Glenwood Street in Waterloo.

Education and Outreach Projects in Waterloo

Waterloo currently has in place E911 Emergency Assistance. Other communications used by city personnel include pagers, radios, and cellular telephones. Radio, television, cellular telephones, landline telephones, newspapers, warning sirens, and NOAA Radio Service are available to the public at large. The City has developed a website in order to keep its citizens, and other interested parties, aware of local and government affairs. The website address is cityofwaterlooiowa.com. The city also has a social media account for local notifications and updates.

Natural Resource Protection in Waterloo

Waterloo continues to incorporate and improve upon stormwater practices to meet discharge requirements and maintain safe water quality. The City has planted native plants and completed a bioswale project in the southern portion of the city to improve drainage, protect water quality, and limit flooding.

Structural Projects in Waterloo

Waterloo has completed bridge reconstruction projects at Park Avenue and 11th Street to provide reliable connectivity across the Cedar River. The bridge reconstruction allows for safer traffic operation and greater resilience during flood events. The City also improved levee protection and reliability along the Virden Creek in 2020.

Local Plans and Regulations in Waterloo

Waterloo completed a local plan and regulation assessment. The results are shown in the following table.

Table 10: Local Regulatory Capability Assessment	
Community	**City of Waterloo**
Previous HMP Participant?	Yes
Comprehensive Plan?	Yes
Building Code?	Yes – 2021 Edition
Zoning Ordinance? RR=restricted residential	Yes
Subdivision Regulations?	Yes
Floodplain Management Ordinance?	Yes
Tree-Trimming Ordinance?	Yes
Storm Water Ordinance?	Yes
Snow Removal Ordinance?	Yes

Timeframe	Description
Immediate	1 – 6 months
Short Term	1-3 years
Mid-Term	3-5 Years
Long-Term	More than 5 Years

Cost	Estimated Cost Range
Minimal	Less than $10,000
Low	$10K to $99K
Moderate	$100K to $299K
High	Greater than $300K

How to Use the Implementation Guide in this Plan

Notes about the tasks (listed as line items) on the tables on the following pages.

- Each task (line item) stands on its own so it can be completed whenever possible.
- Each action item is not limited to the details presented below and may change based on future conditions.
- The tasks were categorized based on mitigation type. The mitigation types are not shown in any order (no priority over the other).

This implementation strategy is presented to help with the general understanding of how hazard mitigation may feed into the City's existing or future priorities.

Priority Level

The priority level was informed through discussions among planning committee members who considered potential benefits of implementing the activity, some hurdles that the city may face in implementing the action step, and the drawbacks of implementation. Committee representatives considered a cost-benefit approach.

Timeframe & Estimated Costs

Cost estimates are based on the associated costs of additional staffing that may or may not be needed, time for planning/meetings/coordinating, and cost of the proposed action/program/ project. The time frame to complete the column is based on four designations (see table to the left).

Strategic Implementation Guide for Hazard Mitigation Activities

Table 11: Education and Awareness Mitigation Activities						
Description: These types of actions keep residents informed about potential natural disasters.						
Priority	***Tasks***	***Hazard(s)***	***Primary Agency Responsible for Implementation***	***Time Frame to Complete***	***Estimated Cost (s)***	***Funding Source***
Medium	Encourage residents to sign up for emergency alert services (Alert Iowa) to stay up to date on emergencies and alerts.	All	Communications Director, City Council, City Clerk	Short-term	Low	General Fund
Medium	Ensure inventory of proper signage for safe and efficient evacuation routes and traffic flow.	All	Public Works, Public Safety, City Council	Mid-Term	Moderate	General Fund
High	Maintain an up-to-date website and social media presence to inform residents of hazards and project updates.	All	Communications Director, Public Safety	Active	Low	General Fund

Table 12: Emergency Services Mitigation Activities						
Description: Actions that protect people and property during and immediately after a disaster or hazard event.						
Priority	***Tasks***	***Hazard(s)***	***Primary Agency Responsible for Implementation***	***Time Frame to Complete***	***Estimated Cost (s)***	***Funding Source***
Medium	Identify shelters that can be used in the event of a winter storm and extreme cold.	Severe Winter Storm	Public Safety, Engineering, NPOs	Mid-Term	Low to Moderate	General Fund
Low	Maintain a list of sites that could be used as cooling shelters for the public during extreme heat events.	Extreme Heat	Public Safety, Engineering, NPOs	Mid-term	Low to Moderate	General Fund
High	Maintain the city's sandbag machine and continue to have a local supply of sandbags on hand for future flood events.	River Flooding, Flash Flooding	Public Works, Public Safety	Ongoing	Low	General Fund
Medium	Purchase and maintain existing backup generators, as is necessary.	Windstorm/Tornados, Winter Storm, Severe Thunderstorm	Public Works, Public Safety	Mid-term	Low	General Fund
Medium	Maintain a well-equipped and well-trained fire department capable of appropriate and effective response.	All	Public Safety	Ongoing	Moderate	General Fund

Medium	Maintain a well-trained and well-equipped law enforcement agency in order to identify and respond to potential threats and events.	All	Public Safety	Ongoing	Moderate	General Fund

Table 13: Structure and Infrastructure Project Mitigation Activities

Description: Actions that either modify existing buildings or structures to protect them from a hazard, or removal from the hazard area.

Priority	***Tasks***	***Hazard(s)***	***Primary Agency Responsible for Implementation***	***Time Frame to Complete***	***Estimated Cost (s)***	***Funding Source***
High	Maintain and improve outdoor warning siren system through ensuring proper coverage and adding additional sirens for newly developed areas.	Tornado/Windstorm	Public Works, Public Safety	Ongoing	Moderate	General Fund, FEMA Grants
Low	Bury utility lines to avoid damage from falling branches and other debris.	Tornado/Windstorm, Severe Thunderstorm/Lightning/Hail	Public Works	Mid-term	Moderate	General Fund
Low	Encourage new buildings without basements to design for compact, interior spaces that can serve as possible shelter areas.	Tornado/Windstorm	Engineering, Planning & Zoning, Public Works	Ongoing	Minimal	General Fund

High	Continue to evaluate critical infrastructure and public utilities for ways they can be further flood proofed.	River Flooding, Flash Flooding	Public Works, Engineering	Ongoing	Moderate	General Fund, FEMA Grants
Medium	Evaluate and maintain existing levees. Repair and enhance flood control measures as necessary.	Dam/Levee Failure	Engineering	Mid-term	Moderate	General Fund, FEMA Grants
High	Maintain a list of potential storm sewer improvement projects to mitigate flash flooding associated with heavy rain events.	Flash Flooding	Engineering	Short-term	Low	General Fund, FEMA Grants
Medium	Maintain a list of potential storm sewer improvement projects to mitigate potential flash flooding associated with a heavy rain event.	Flash Flooding, River Flooding	Public Works, Engineering	Mid-term	Moderate	General Fund, REAP Grants

Table 14: Natural System Protection and Nature-Based Mitigation Activities						
Description: Actions that minimize damage and losses by preserving or restoring the functions of natural systems. This type of action can include green infrastructure and low impact development, nature-based solutions						
Priority	***Tasks***	***Hazard(s)***	***Primary Agency Responsible for Implementation***	***Time Frame to Complete***	***Estimated Cost (s)***	***Funding Source***
Medium	Maintain tree-trimming & removal policies to reduce the likelihood of falling branches.	Windstorm/Tornado,	Public Works	Ongoing	Moderate	General Funds
Medium	Clear brush and debris from creeks to ensure proper flow of streams and proper use of dams.	River Flooding, Dam/Levee Failure	Public Works, Public Safety	Ongoing	Moderate	General Funds
Low	Promote native plantings throughout the city and in natural areas.	Drought, Extreme Heat	Public Works	Short-term	Low	General Funds, REAP Grants

Table 15: Local Plans and Regulations Mitigation Activities						
Description: Actions by administrative or regulatory processes which direct how land and buildings are developed and built. These actions include regulations by public entities to reduce hazard losses.						
Priority	***Tasks***	***Hazard(s)***	***Primary Agency Responsible for Implementation***	***Time Frame to Complete***	***Estimated Cost (s)***	***Funding Source***
Medium	Train employees to maintain continuity of government operations through a continuity of operations plan.	All	Department Heads	Ongoing	Low	General Fund
Low	Continue to identify, purchase, and remove structures and populations in danger of being flooded; in addition to maintaining a list of properties that they deem as potential buyout candidates.	River Flooding	Floodplain Manager, Planning & Zoning, Engineering, City Council	Mid-Term	High	General Fund, FEMA Grants
High	Continue membership in the National Flood Insurance Program (NFIP).	River Flooding, Flash Flooding	Floodplain Manager	Ongoing	Low	General Fund
Medium	Put in place, as necessary, burning bans during severe drought.	Drought	City Council, Communications Director	Short-term	Low	General Funds

Medium	Develop a Debris Management Plan to efficiently relocate debris following severe storm damage.	Tornado/Windstorm, River Flooding, Flash Flooding	Public Works, BHSWM, City Council	Mid-term	Low	General Funds, FEMA Grants
Low	Update Stormwater Master Plan.	Infrastructure Failure, Flooding	Public Works, Engineering, Planning & Zoning	Short-term	Low	General Funds
Low	Update Sanitary Sewer Master Plan.	Infrastructure Failure, Flooding	Public Works, Engineering, Planning & Zoning	Short-term	Low	General Funds

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Asbestos Abatement Services, Contract AB-2026-07-01P (70 Sycamore Street).

RECOMMENDED COUNCIL ACTION

approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The property in question, 70 Sycamore Street, was acquired by the City, and is being abated of asbestos in preparation of demolition.

NEIGHBORHOOD IMPACT

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

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

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

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Bid Tabulation Asbestos Abatement Cont. No. AB-2026-07-01P (70 Sycamore St)
2. City of Waterloo - 70 Sycamore Street - Project Manual

3. 07012026_70 SYCAMORE STREET, WATERLOO, IOWA 50703

Asbestos Abatement Cont. No. AB-2026-07-01P (70 Sycamore St)

Engineer's Estimate $320,000.00

July 23, 2026

Bidder	Bid Security	Bid Amount
ABATEMENT REMEDIATION SERVICES, LLC CEDAR RAPIDS, IA	5%	$299,757.00
ADVANCED ENVIRONMENTAL WATERLOO, IA	5%	$288,950.00
ALL STAR ENVIRONMENTAL DUBUQUE, IA	5%	$290,000.00
ENVIRONMENTAL PROPERTY SOLUTIONS, INC. URBANDALE, IA	5%	$423,000.00
ROBINSON BROTHERS ENVIRONMENTAL DANE, WI	5%	$820,000.00
SITE SERVICES, INC. ALGONA, IA	5%	$378,000.00



PROJECT MANUAL

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

70 Sycamore Street
Waterloo, Iowa 50703

Prepared for:

City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Prepared by:

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

Report date:

July 7, 2026

Report funded by:

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

CERTIFICATIONS PAGE

PROJECT MANUAL

for
Specifications for Asbestos Abatement

70 Sycamore Street
Waterloo, Iowa 50703

Specifications Prepared By:



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

This document is the property of Eocene Environmental Group and shall not be reproduced in any format without written permission

TABLE OF CONTENTS

ASBESTOS ABATEMENT
70 SYCAMORE STREET WATERLOO, IOWA 50703

00 01 01 – PROJECT TITLE PAGE
00 01 05 – CERTIFICATIONS PAGE
00 01 10 – TABLE OF CONTENTS
SECTION I – NOTICE OF REQUEST FOR BID
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

APPENDICES
Exhibit A – Signature Page
Exhibit B – Bid Items and Quantities
Exhibit C – Contract for Asbestos Abatement Services
Exhibit D – Property Location Map
Exhibit E – Asbestos Containing Materials Inspection Report
Exhibit F – Asbestos Containing Materials Positive Summary Maps
Exhibit G – Asbestos Diagrams and Field Forms
- 3-chamber, Pre-Cleaning, Visual Inspection, Waste Shipment Record

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

SECTION I

NOTICE OF REQUEST FOR BID

1.0 Receipt and Opening of Bid

The City of Waterloo is seeking sealed bids for the abatement, removal, and disposal of asbestos containing materials of the commercial structure located at **70 Sycamore Street, Waterloo, Iowa 50703.**

All bids must be received in a sealed envelope in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, Iowa 50703 (date and time stamped) by Thursday, July 23, 2026, at 1:00 p.m. (our clock), Central Time, in order to be considered. City Hall is located at 715 Mulberry Street, Waterloo, Iowa. Bids sent electronically or via facsimile will not be accepted. The mailing container should be marked as noted below and include the name of the company submitting the bid.

1.1 RFB Timeline

Name of the Bid: Asbestos Abatement Contract AB-2026-07-01P

Notice of RFB Date: July 7, 2026

Mandatory Walk Thru Date: **There will be a mandatory walk through on Wednesday, July 8, 2026, at 10:00 a.m.** Bidders that do not have a representative in attendance at this walk through are **NOT** eligible to bid on this contract. See Section 4.5 for additional details.

Deadline for Bid Submittal: **Thursday, July 23, 2026, at 1:00 p.m., Central Time**

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

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

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

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

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

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

1.4 **Bids will be opened on Thursday, July 23, 2026, at 1:00 pm (our clock) Central Time in the second floor Council Chambers and will be streamed live on the City of Waterloo's YouTube Channel.** The main purpose of this opening is to reveal the name(s) of the Bidder(s), not to serve as a forum for determining the award. **The awarding of the Contract is anticipated to be within 90 days of the bid opening.** The Waterloo City Council will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the project at 5:30 p.m. on Monday, August 3, 2026, in the Harold E. Getty Council Chambers in City Hall, 715 Mulberry Street. Any person interested may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection at the hearing. Contact the City Clerk's Office at 319-291-4323 or clerks@waterloo-ia.org with questions about speaking at a public hearing.

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

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

SECTION II

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION III

SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract

3.0.1 The initial term of the Contract shall be for approximately eleven (11) weeks, anticipated to be from August 4, 2026 to October 20, 2026.

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

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

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

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

3.1 Agreement Forms

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

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

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

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

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

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

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

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

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

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

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

3.2 Terms of Payment

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

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

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

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

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

SECTION IV

SERVICE REQUIREMENTS

4.0 Background

The City of Waterloo, Iowa, is seeking bids for asbestos abatement services for: **70 Sycamore Street.**

4.1 Scope of Work

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

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

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

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

4.1.3 Document amounts of ACM removed from the structure.

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

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

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

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

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

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

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

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

4.5 A mandatory walk thru will be required for 70 Sycamore Street on Wednesday, July 8, 2026 at 10:00 a.m. Bidders that do not have a representative in attendance at this walk thru are NOT eligible to bid on this contract. 70 Sycamore Street is an abandoned commercial property, and has a sizable amount of debris in the building, and significant amounts of ACM to be abated. A Property Location Map is included in Exhibit “D”. Maps showing the locations of identified ACM are included in Exhibit “F”.

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

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

SECTION V

METHOD OF EVAULATION

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

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

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

5.2 Bid Evaluation Procedures

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

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

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

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

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

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

5.4.3 The Mayor executes the Contract.

SECTION VI

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 00 73 19

HEALTH AND SAFETY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Health and Safety requirements.

1.02 MEASUREMENT AND PAYMENT

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

1.03 DESCRIPTION

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

1.04 QUALITY ASSURANCE

A. Regulatory Requirements:

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

1.05 OPERATIONS AND EQUIPMENT SAFETY

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

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

1.06 HEALTH AND SAFETY

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

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

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

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

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

1.07 CONSULTANT'S RESPONSIBILITIES

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

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

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

1.08 SUBMITTALS

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

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

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

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

SECTION 01 00 00

GENERAL REQUIREMENTS

ASBESTOS ABATEMENT
70 SYCAMORE STREET WATERLOO, IOWA 50703

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

1. DEFINITION AND INTENT

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

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

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

2. GENERAL PROVISIONS AND COVENANTS

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

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

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

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

3. WORK REQUIRED

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

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

4. SALVAGE OF MATERIALS AND EQUIPMENT

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

5. PLANS AND SPECIFICATIONS

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

6. CONSTRUCTION FACILITIES

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

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

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

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

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

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

7. SUBMITTALS

   A. Provide abatement schedule showing dates of starting and completing various portions of Work. Abatement is to begin after execution of the contract (anticipated to be August 4, 2026), and must be completed on/by October 20, 2026.

   B. Include all other submittals:

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

8. STANDARDS AND CODES

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

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

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

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

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

9. DEFINITIONS

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

ACBM: Asbestos Containing Building Material.

ACM: Asbestos Containing Material

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

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

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

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

AHERA: Asbestos Hazard Emergency Response Act.

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

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

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

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

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

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

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

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

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

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

BIDDER: A person or entity who submits a bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HVAC: Heating, ventilation and air conditioning system.

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

HEPA VACUUM: A vacuum system equipped with HEPA filtration.

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

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

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

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

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

NIST: National Institute of Standards and Technology.

NPE: Negative Pressure Enclosure

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

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

PACM: Presumed asbestos containing material.

PAT PROGRAM: Proficiency Analytical Testing Program.

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

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

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

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

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

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

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

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

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

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

TEM: Transmission electron microscope.

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

TSI: Thermal System Insulation.

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

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

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

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

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

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

10. RIGHT-OF-WAYS

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

11. EMPLOYMENT PRACTICES

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

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

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

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

12. WORK HOURS

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

13. DUST ABATEMENT

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

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

14. QUANTITIES

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

15. MAINTENANCE BOND AND WARRANTY PERIODS (IF REQUIRED)

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

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

16. MEASUREMENT AND PAYMENT

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

17. INCIDENTAL CONTRACT ITEMS

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

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

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

18. EXISTING UTILITIES

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

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

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

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

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

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

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

19. PROJECT SUPERVISION

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

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

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

20. COORDINATION WITH OTHERS

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

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

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

21. CONSTRUCTION LIMITS

A. Confine the construction operations within the Property boundary.

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

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

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

22. CONSTRUCTION SCHEDULE

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

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

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

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

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

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

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

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

b. The estimated schedule for completion of Work

c. The estimated date for reopening of the street

d. Procedure for garbage collection, recycling and postal service

23. DISPOSAL

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

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

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

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

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

24. TEMPORARY FENCES

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

25. RESPONSIBILITY OF CONTRACTOR

A. Supervision of the Work.

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

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

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

E. Keep cleanup current with abatement operations.

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

26. DAVIS-BACON WAGES

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

27. BUILD AMERICA, BUY AMERICAN

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

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

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT DESCRIPTION

A. Project:

Asbestos Abatement
70 Sycamore Street
Waterloo, Iowa 50703

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

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

C. The work includes removal and disposal of Asbestos Containing Materials (ACMs) from 70 Sycamore Street, Waterloo, Iowa 50703. The building is slated for demolition. Specifications for asbestos removal includes both friable and nonfriable ACMs. All ACMs removed from the property must be disposed of at the Black Hawk County Landfill. All materials removed from the property shall be done in accordance with local, state, and federal regulations. A Property Location Map is included in Exhibit “D”. Maps showing the locations of identified ACM are included in Exhibit “F”.

1.02 CONTRACTS

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

1.03 COMMENCEMENT OF THE WORK

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

1. The Agreement has been fully executed.
2. The City has approved the Contractor's Performance and Payment Bond, if required.

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

1.04 COMPLETION TIME

A. Work under the proposed Contract Documents shall commence immediately after receipt of the Notice to Proceed and shall be completed and ready for use or operation, subject to any extension of time which may be granted by the City, as agreed upon with the City, as defined in the Contract as completed on/by October 20, 2026.

1.05 OWNER OCCUPANCY

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

1.06 CONTRACTOR USE OF SITE AND PREMISES

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

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

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

1.07 WORKING HOURS

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

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

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

1.08 WORK RESTRICTIONS

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

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

B. Haul Routes:

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

1.09 WORK SEQUENCE

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

1.10 PERMITS, FEES AND NOTICES

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

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

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

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

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

1.02 MEASUREMENT AND PAYMENT

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

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 MATERIALS SURVEY

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

3.02 PRECONSTRUCTION MEETING

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

B. Attendance Required:

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

C. Agenda:

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

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

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

3.03 PROGRESS MEETINGS

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

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

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

D. Agenda:

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

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

3.04 SUBMITTALS

A. Required submittals are specified in individual sections.

3.05 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:

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

B. Documents for Information: Submit one copy.

3.06 SUBMITTAL PROCEDURES

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

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

3.07 RE-SUBMITTALS

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

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

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

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

1.02 MEASUREMENT AND PAYMENT

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

1.03 QUALITY ASSURANCE

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

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

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

1.04 SUBMITTALS

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

PART 2 PRODUCTS

2.01 TEMPORARY UTILITIES

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

2.02 TEMPORARY TELEPHONE SERVICE

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

2.03 TEMPORARY WATER SERVICE

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

2.04 TEMPORARY SANITARY FACILITIES

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

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

C. Maintain daily in clean and sanitary condition.

2.05 TEMPORARY FENCE AND GATES

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

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

2.06 FIELD OFFICES AND BUILDINGS

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

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

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

PART 3 EXECUTION

3.01 GENERAL

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

3.02 WATER CONTROL

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

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

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

3.03 SOLID WASTE DISPOSAL

A. Contractor Generated:

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

3.04 CONTROL OF DUST

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

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

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

3.05 PROTECTION OF AIR QUALITY

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

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

3.06 CONTROL OF NOISE

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

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

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

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

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

3.07 PROTECTION OF ROADWAYS & PARKING AREAS

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

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

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

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

3.08 SECURITY

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

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

3.09 CLEAN UP

A. Building:

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

3.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

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

3.11 COMPLETION OF WORK

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

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

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

SECTION 02 81 00

TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

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

   a. Rubbish, trash, and miscellaneous garbage.

   b. Asbestos containing materials (ACM).

   c. Miscellaneous building debris and rubble.

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

1.02 MEASUREMENT AND PAYMENT

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

1.03 SUBMITTALS

A. Within 10 days after Notice of Award:

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

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

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

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

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

B. As the Work proceeds:

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

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

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

C. At Contract Closeout:

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

1.04 QUALITY ASSURANCE

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

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

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

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

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

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

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

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

1.05 REFERENCE STANDARDS

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

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

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

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

PART 2 PRODUCTS

2.01 PACKING MATERIALS

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

PART 3 EXECUTION

3.01 NOTIFICATION

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

3.02 MANIFESTING

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

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

3.03 LABELING

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

3.04 TRANSPORTATION AND ENTRY/EXIT REQUIREMENTS

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

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

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

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

3.05 LOADING OF MATERIALS INTO TRANSPORT CONTAINERS

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

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

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

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

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

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

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

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

3.06 HAULING REQUIREMENTS

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

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

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

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

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

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

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

3.07 VEHICLE DECONTAMINATION

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

3.08 OFF-SITE DISPOSAL

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

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

SECTION 02 82 00

ASBESTOS REMEDIATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

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

1.02 MEASUREMENT AND PAYMENT

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

1.03 DESCRIPTION

A. The work includes removal and disposal of Asbestos Containing Materials (ACMs) from the commercial structure located at 70 Sycamore Street, Waterloo, Iowa 50703. The building is slated for demolition. Specifications for asbestos removal includes both friable and nonfriable ACMs. All ACMs removed from the property must be disposed of at the Black Hawk County Landfill. All materials removed from the property shall be done in accordance with local, state, and federal regulations. A Property Location Map is included in Exhibit “D”. Maps showing the locations of identified ACM are included in Exhibit “F”.

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

1.04 REFERENCE STANDARDS

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

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

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

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

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

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

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

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

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

1.05 SUBMITTALS

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

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

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

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

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

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

B. Abatement activities:

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

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

3. Contractor shall submit a copy of emergency procedures.

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

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

1.06 QUALITY ASSURANCE

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

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

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

PART 2 PRODUCTS

2.01 MATERIALS

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

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

C. Damaged or deteriorating materials shall not be used.

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

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

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

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

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

2.02 EQUIPMENT

A. General

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

B. Respiratory Equipment

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

C. Protective Clothing

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

PART 3 EXECUTION

3.01 EXAMINATION

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

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

3.02 PREPARATION

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

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

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

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

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

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

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

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

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

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

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

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

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

3.03 GENERAL PROCEDURES

A. Removal of ACM

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

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

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

B. Disposal of ACM

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

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

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

3.04 ABATEMENT PROCEDURES

A. Class I Work

1. Removal of Asbestos Containing Materials

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

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

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

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

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

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

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

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

2. Clean-up Procedures

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

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

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

d. Decontaminate and remove all unnecessary tools and equipment.

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

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

B. Class II Asbestos Work - Roofing

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

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

3. All loose dust left from cutting operations must be immediately HEPA vacuumed.

4. Unwrapped or unbagged roofing material must immediately be lowered to the ground via covered, dust-tight chute, crane or hoist, or wrapped in plastic sheeting and lowered to the ground no later than the end of the Work shift.

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

6. Roof level heating and ventilation air intake sources shall be isolated or the ventilation system shall be shut down.

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

C. Class II Asbestos Work - Other

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

D. Class III Asbestos Work

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

E. Class IV Asbestos Work

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

3.05 GLOVEBAG PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

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

N. When the asbestos removal and encapsulation have been completed, the bag may be removed from the pipe and sealed with tape to keep the asbestos materials safely in the

bottom of the bag. The glove bag must then be double bagged in a labeled six mil poly bag, sealed, and removed from the Work area to be disposed of properly.

3.06 SCOPE OF WORK

A. Caulk Removal (Window/Awning – Exterior)

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

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

B. Debris Removal

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

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

C. Mastic Removal (Wall)

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

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

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

D. Mudded Elbow Removal (Containment)

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

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

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

E. Mudded Elbow Removal (Glovebag)

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

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

F. Roof Cork Mastic Removal

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

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

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

G. Tar (Parapet/Protrusion) Removal

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

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

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

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

H. Wall Felt Removal (Interior)

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

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

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

I. Wall Felt Removal (Exterior)

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

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

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

EXHIBIT A – Signature Page

EXHIBIT "A"

ASBESTOS ABATEMENT
70 SYCAMORE STREET, WATERLOO, IOWA 50703

SIGNATURE PAGE

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

Our bid, for asbestos abatement and disposal of the commercial structure located at 70 Sycamore Street is, not to exceed:

Total "lump sum" bid: $_____

Total in written form: _____

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print) _____

Authorized Representative Signature _____

Date : _____ Email: _____

Phone: _____ Fax: _____

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

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

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

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

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

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

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

Addenda Number _____ Date _____ Addenda Number _____ Date _____

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

EXHIBIT B – Bid Items and Quantities

EXHIBIT "B"

ASBESTOS ABATEMENT
70 SYCAMORE STREET, WATERLOO, IOWA 50703

BID ITEMS AND QUANTITIES

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

ASBESTOS CONTAINING MATERIALS SAMPLE LIST (ENTIRE STRUCTURE)

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

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

_____
Bidder Name

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

ITEM	Material Substance	Unit	Unit Price
1	Wall Mastic (on Wall)	SF	$
2	Wall Mastic (On Floor in Debris Pile)	SF	$
3	Wall Felt (Interior)	SF	$
4	Mudded Elbow	Each	$
5	Exterior Window Caulk	LF	$
6	Parapet Tar	LF	$
7	Protrusion Tar	LF	$
8	Exterior Wall Felt	LF	$
9	Exterior Awning Caulk	LF	$
10	Roof Cork Mastic	SF	$

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

_____

Bidder Name

EXHIBIT C – Contract for Asbestos Abatement Services

EXHIBIT "C"

ASBESTOS ABATEMENT
70 SYCAMORE STREET, WATERLOO, IOWA 50703

CONTRACT FOR ASBESTOS ABATEMENT SERVICES

This Contract for Asbestos Abatement and Disposal Services (the "Contract") is entered into as of August 4, 2026 by and between the City of Waterloo, Iowa ("City") and _____. ("Contractor").

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

1. Term and Services. For the period of August 4, 2026 thru October 20, 2026, subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all supervision, technical personnel, labor, materials, tools, machinery, services, and perform and substantially complete all work within the time period stated in the specifications after receipt of Notice to Proceed with respect to a given property or set of properties. Work to be performed includes all work described in the Contract Documents (defined below).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Domestic Preference for Procurement

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

PERSONNEL AND PARTICIPANT CONDITIONS

Civil Rights Compliance

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

Nondiscrimination

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

Section 504

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

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

Affirmative Action

Affirmative Action Plan

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

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

The Contractor shall comply with requirements set forth in 24 CFR 570.601.

Women and Minority Owned Business Based (WBE/MBE)

The Contractor will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in this contract , the terms small business means a business that meets the criteria set forth in section 3(a) of the Small Business Act , as amended (15 U.S.C. 632) and minority and women's business enterprise means a business at least 51% owned and controlled by a minority group or women.

Equal Opportunity and Affirmative Action Statement

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

Subcontract Provisions

The Contractor will include the provisions of Civil Rights and Affirmative Action in every sub contract, so that such provisions will be binding upon each of its own sub-contractors.

Employment Restrictions

Prohibited Activity

The Contractor is prohibited from using funds proved herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage or nepotism activities.

Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR 5.

The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Any assignment made without consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Conflict of Interest

The Contractor agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

No employee, officer, or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Contractor, or any designated public agency.

Lobbying

The Contractor hereby certifies that:

No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with review, approval, or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement, while in office and for one year after holding the position.

No federal funds appropriated under this Agreement shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence a member of Congress an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract , loan, grant or Agreement

Copyright

If this agreement results in any copyrightable material or inventions, the City reserves the right to royalty- free, nonexclusive and irrevocable license to reproduce, publish, or other wise use and to authorize others to use, the work or materials for governmental purposes.

Religious Activities

The Contractor agrees that funds provided under this Agreement will not utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

ENVIRONMENTAL CONDITIONS

Air and Water

The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C., 7401, et seq.;

Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

SEVERABILITY

If one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable, the provisions of this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

LIMITATIONS OF CITY LIABILITY - DISCLAIMER OF RELATIONSHIP

The City shall not be liable to the Contractor, or to any party, for completion of or failure to complete any improvements which are part of the Project. Nothing contained in this Agreement, nor any act or omission of the City or the Contractor, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the Contractor involvement with the City.

Build America, Buy America Act

The Contractor shall comply with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub.L 177-58.

In general this states that all products must meet BABA requirements. The Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that the manufacturer will comply with BABAA must be included in the bid submission.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor should ensure that all materials has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract for Asbestos Abatement and Disposal Services as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Dave Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

CONTRACTOR

_____
Authorized Representative

EXHIBIT D – Property Location Map

EXHIBIT D

Property Location Map

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

Eocene Environmental Group



DESCRIPTION

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

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

LEGEND

Site

N

0 0.05 0.1 Miles

EXHIBIT E – Asbestos Containing Materials Inspection Report



ASBESTOS CONTAINING MATERIALS INSPECTION

70 Sycamore Street
Waterloo, Iowa 50703

Prepared for:

City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Prepared by:

Eocene Environmental Group
8951 Windsor Parkway
Johnston, Iowa 50131

Report date:

November 19, 2025

Report funded by:

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

ASBESTOS CONTAINING MATERIALS INSPECTION

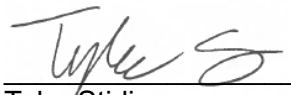
70 Sycamore Street
Waterloo, Iowa 50703

Prepared and Inspected by:



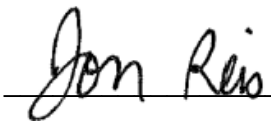
Leon Johnson
Project Manager I
Iowa Certified Asbestos Inspector: 25-12831I

Inspected by:



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

Reviewed by:



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

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY 1
2.0 INTRODUCTION 2
3.0 PROPERTY DESCRIPTION 3
4.0 INSPECTION LIMITATIONS 3
5.0 INSPECTION ACTIVITIES 3
6.0 CONCLUSIONS / RECOMMENDATIONS 8
7.0 CONDITIONS & LIMITATIONS 8

LIST OF TABLES

Table 1 – Asbestos Containing Materials Sample List
Table 2 – Non-Asbestos Containing Material Sample List

APPENDICES

APPENDIX A - Qualifications
APPENDIX B - Laboratory Reports & Chain of Custody Documentation
APPENDIX C - Property Photographs
APPENDIX D - Sample Location Map(s)

1.0 EXECUTIVE SUMMARY

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

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

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

All building materials similar in appearance, color, and/or texture to those determined to contain asbestos must be assumed to contain asbestos throughout this building.

Based on these results, the Property requires further action prior to any demolition or renovation activities.

2.0 INTRODUCTION

A. Property Information

Location:

70 Sycamore Street
Waterloo, Iowa 50703

Contact Person:

Noel Anderson, Community Planning and Development Director
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

B. Personnel

Sr. Project Manager: Jon Reis	State of Iowa License	25-12880I
Inspector & Report Preparer: Leon Johnson	State of Iowa License	25-12831I
Inspector: Tyler Stirling	State of Iowa License	24-12579I

C. Sampling Plan

According to the Client, the scope of this ACM Inspection includes the entire interior and exterior of the structure.

This ACM Inspection is in accordance with OSHA Regulation 1926.1101. All samples collected in the field were sent to EMSL, an NVLAP certified laboratory, for analysis. The samples were analyzed via the polarized light microscopy (PLM) method for asbestos content. If requested by Client, samples were further analyzed via the transmission electron microscopy (TEM) method or PLM 400 Point Count analysis method.

D. Regulation Review

The U.S. EPA qualifies asbestos containing materials (ACM) as materials with an asbestos content greater than 1%. According to Iowa OSHA, ACM is any material found to contain asbestos, regardless of its concentration, and shall be regulated as hazardous waste. The following definitions are taken from Section 61.141 of Subpart M, Part 61 of Title 40: Protection of Environment of the Code of Federal Regulations (CFR).

- "Category I nonfriable asbestos-containing material (ACM)" is defined as asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1% asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy (PLM).
- "Category II nonfriable ACM" is defined as any material, excluding Category I nonfriable ACM, containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that, when dry, ***cannot*** be crumbled, pulverized, or reduced to powder by hand pressure.
- "Friable asbestos material" is defined as any material containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that when dry, ***can*** be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10% as determined by a method other than point counting by PLM, verify the asbestos content by point counting using PLM.

3.0 PROPERTY DESCRIPTION

The Property consists of a vacant cold storage warehouse building constructed in 1931. The building has a footprint of approximately 16,422 square feet.

4.0 INSPECTION LIMITATIONS

An Inspection limitation, for the purpose of this report, is any action or task that is limited from the original scope work. The overall reason for any limitation is the protection of Eocene personnel. Examples of limitations can range from a lack of accessibility to an area of the Property, unsafe work areas, collecting additional samples, etc.

- There were no limitations encountered during this ACM inspection.

5.0 INSPECTION ACTIVITIES

Iowa certified asbestos inspectors from Eocene collected seventy-six (76) samples on October 16 and 17, 2025. The samples were collected from various accessible building components located throughout the structure. Upon completion of bulk sampling activities, samples were sent to EMSL, an NVLAP certified laboratory, for analysis.

Materials that are “suspected” to contain asbestos are divided into the following three categories:

1. **Surfacing materials** are materials that are sprayed or troweled on for acoustical, decorative, or fireproofing purposes. Examples are textured ceilings or drywall, exterior stucco and structural steel fireproofing;

2. **Thermal System Insulation (TSI)** is insulation used to inhibit heat transfer from pipes, boilers, tanks, ducts, and various other components of hot and cold-water systems and HVAC systems. Examples are hard cementitious “mud” type insulation on pipes, boilers and flues; and,

3. **Miscellaneous** materials are mostly non-friable products and materials such as floor tile, drywall, ceiling tile and roofing felt.

The following tables show samples positively identified by the laboratory to be asbestos containing materials (ACM) and samples that were analyzed as non-ACM. The complete analytical results can be found in Appendix B.

Table 1 – Asbestos Containing Materials Sample List

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content	Est. Quantity
05	Wall Mastic	Misc	N	Black	1	Room 5	2% Chrysotile	25,800 SF
10	Wall Felt	Misc	N	Black	1	Room 6	10% Chrysotile	330 SF
21ABC	Mudded Elbow	TSI	Y	White	1	Room 8	5% Amosite 30% Chrysotile	10 EA
23	Window Caulk	Misc	N	Gray	Ext	Side A (North)	2% Chrysotile	80 LF
24	Parapet Tar	Misc	N	Black	Roof	Roof Room 7	5% Chrysotile	60 LF
27	Protrusion Tar	Misc	N	Black	Roof	Roof Room 10	10% Chrysotile	15 LF
29	Parapet Tar	Misc	N	Black	Roof	Roof Room 13	5% Chrysotile	495 LF
39	Wall Felt	Misc	N	Black	Ext	Side A (North)	20% Chrysotile	70 LF
42	Awning Caulk	Misc	N	Gray	Ext	Side A (North)	1.3% Chrysotile	15 LF
46	Roof Cork Mastic	Misc	Y	Black	Roof	Roof Room 5	2% Chrysotile	11,960 SF

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous / **Est. Quantity** – SF=Square foot, LF=Linear foot, EA=Each
B=Basement, R=Roof, Int=Interior, Ext=Exterior

Twelve (12) bulk material samples were analyzed greater than 1% asbestos. For those samples the laboratory identified as containing less than 1% asbestos, they were further analyzed via point count analysis. Samples determined to contain less than 1% asbestos via point count were included in Table 2 (non-asbestos containing material sample list). ACMs include wall mastic, wall felt(s), mudded elbow(s), window caulk, parapet tar(s), protrusion tar, awning caulk, and roof cork mastic. If during demolition or renovation activities additional areas of identified ACM are discovered, they should be abated accordingly. Laboratory analytical reports are provided in Appendix B.

Asbestos Containing Material (ACM) is defined as any material containing greater than one percent (>1%) asbestos. Building materials containing equal to one percent (1%) or less than one percent (<1%) asbestos by **point count analysis** are not classified as Regulated Asbestos Containing Material (RACM) by the EPA. Although an asbestos abatement contractor is not required to remove materials containing 1% or less asbestos, these materials must be removed wet and promptly contained and disposed of in leak-tight containers. Materials containing 1% or less asbestos are not required to be disposed of at an approved landfill as asbestos waste material. Employers of those engaging in the disturbance of 1% or less asbestos are required to provide their workers with Asbestos Awareness training of at least two hours prior to disturbance of said materials. Further, those removing materials containing 1% or less asbestos must maintain documentation proving that breathing zone exposures do not exceed either OSHA's permissible exposure limit or short-term excursion limit.

It is important to note that these are estimated quantities; therefore, the abatement contractors and the client representative should discern between the estimated quantity above and future exploration of the property at the pre-bid walk-through to determine the final quantity during abatement procedures.

Table 2 – Non-Asbestos Containing Material Sample List

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
01	Drywall	Misc	N	White	1	Room 1	ND
02	Window Caulk	Misc	N	Gray	1	Room 1	ND
03AC	Wall Plaster	Surf	N	Gray	1	Room 5 & 11	0.25% Chrysotile*
03BDFG	Wall Plaster	Surf	N	Gray	1	Room 5 & 11	<0.25% Chrysotile*
03E	Wall Plaster	Surf	N	Gray	1	Room 5 & 11	0.50% Chrysotile*
04ABCDEFG	Wall Skim Coat	Surf	N	White	1	Room 5 & Room 11	<0.25% Chrysotile*
06	Wall Cork	Misc	N	Brown	1	Room 5	ND
07	Door Gasket	Misc	N	Brown	1	Room 5	ND
08ABC	Wall Insulation	Misc	N	Gray	1	Room 13	ND
09AF	Wall Plaster	Surf	N	Gray	1	Room 11 & 12	0.50% Chrysotile
09BCE	Wall Plaster	Surf	N	Gray	1	Room 11 & 12	<0.25% Chrysotile
09DG	Wall Plaster	Surf	N	Gray	1	Room 11 & 12	0.25% Chrysotile
11	Door Gasket	Misc	N	White	1	Room 11	ND
12	Door Gasket	Misc	N	White	1	Room 11	ND
13	Wall Foam Adhesive	Misc	N	Yellow	1	Room 11	ND
14	Door Foam Adhesive	Misc	N	Yellow	1	Room 7	ND
15	Door Caulk	Misc	N	White	1	Room 11	ND
16	2'x4' Ceiling Tile	Misc	Y	White	1	Room 7	ND
17	2'x4' Drywall Ceiling Tile	Misc	N	White	1	Room 7	ND

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

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous **/ Asbestos Content** – ND=None Detected
B=Basement, R=Roof, Int=Interior, Ext=Exterior

Table 2 – Non-Asbestos Containing Material Sample List (Continued)

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

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

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous **/ Asbestos Content** – ND=None Detected
B=Basement, R=Roof, Int=Interior, Ext=Exterior

6.0 CONCLUSIONS / RECOMMENDATIONS

The following conclusions and recommendations are summarized as follows:

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

7.0 CONDITIONS & LIMITATIONS

The Iowa Department of Natural Resources' (IDNR) Air Quality Bureau and Occupational Safety and Health Bureau (OSHA) of the Iowa Division of Labor Services require notification of any renovation/demolition activities in non-residential projects if the combined regulated ACM meets or exceeds any of the following thresholds: 160 square feet of surfacing ACM, 260 linear feet of TSI, or 35 cubic feet of ACM debris.

Eocene has performed the tasks contained within this report in a thorough and professional manner consistent with commonly accepted standard industry practices. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the property. Eocene cannot guarantee, and does not warrant, that this report has identified all adverse environmental factors and/or conditions affecting the subject property. This report is not a bidding document or project specification as it does not contain the necessary components. Eocene cannot warrant the work of any third party that may have aided in the completion of this report. This report has been prepared on behalf of and exclusively for use by the City of Waterloo for specific application to their project as discussed. Contractors, consultants or other third parties reviewing this report must draw their own conclusions regarding data contained within the report, further investigation or required remediation.

APPENDIX A

Qualifications

LEON JOHNSON



DOB: 10-05-1978

Issued: 01-15-2025

This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	25-12831	12-13-2025
SUPERVISOR	25-12832	12-12-2025

IOWA

Asbestos

Larry Johnson, Jr.
Labor Commissione

Eocene SM
Environmental Group

Certificate of Completion

TYLER STIRLING

DOB: 11-21-1996

Issued: 08-18-2025



This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

certifies that

Tyler Stirling

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

IOWA

Asbestos

Larry Johnson, Jr.
Labor Commissioner

has successfully completed and passed the associated examination for the

Asbestos Inspector Annual Review

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

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

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

JONATHAN REIS



DOB: 02-13-1984

Issued: 01-27-2025

This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

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

IOWA

Asbestos

Larry Johnson, Jr.
Labor Commissioner

APPENDIX B

Laboratory Reports & Chain of Custody Documentation

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 10/20/2025 10:20 AM
Analysis Date: 10/23/2025
Collected Date: 10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

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

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: 10/23/2025 13:19:03

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 10/20/2025 10:20 AM
Analysis Date: 10/23/2025
Collected Date: 10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

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

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: 10/23/2025 13:19:03

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 10/20/2025 10:20 AM
Analysis Date: 10/23/2025
Collected Date: 10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

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

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: 10/23/2025 13:19:03

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 10/20/2025 10:20 AM
Analysis Date: 10/23/2025
Collected Date: 10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

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

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: 10/23/2025 13:19:03

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 10/20/2025 10:20 AM
Analysis Date: 10/23/2025
Collected Date: 10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
17 *162513651-0037*	2'X4' DRYWALL CEILING TILE, WHITE, 1, ROOM 7	Brown/White Fibrous Heterogeneous	20% Cellulose 2% Glass	70% Gypsum 2% Mica 6.0% Non-fibrous (Other)	**None Detected**
18A *162513651-0038*	PIPE INSULATION, BROWN, 1, ROOM 7	White/Red Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
18B *162513651-0039*	PIPE INSULATION, BROWN, 1, ROOM 7	White/Red Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
18C *162513651-0040*	PIPE INSULATION, BROWN, 1, ROOM 7	White/Red Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
19A *162513651-0041*	PIPE VALVE INSULATION, BROWN. 1. ROOM 7	Brown Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
19B *162513651-0042*	PIPE VALVE INSULATION, BROWN. 1. ROOM 7	Brown Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
19C *162513651-0043*	PIPE VALVE INSULATION, BROWN. 1. ROOM 7	Brown Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
20A *162513651-0044*	PIPE VALVE INSULATION, BLACK. 1. ROOM 7	Gray/White/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
20B *162513651-0045*	PIPE VALVE INSULATION, BLACK. 1. ROOM 7	Gray/White/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**

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: 10/23/2025 13:19:03

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 10/20/2025 10:20 AM
Analysis Date: 10/23/2025
Collected Date: 10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
20C *162513651-0046*	PIPE VALVE INSULATION, BLACK. 1. ROOM 7	Gray/White/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21A *162513651-0047*	MUDDED ELBOW, WHITE, ,1, ROOM 8	Tan Fibrous Homogeneous		65.0% Non-fibrous (Other)	**5% Amosite** **30% Chrysotile**
21B *162513651-0048*	MUDDED ELBOW, WHITE, ,1, ROOM 8	Tan Non-Fibrous Homogeneous		65.0% Non-fibrous (Other)	**5% Amosite** **30% Chrysotile**
21C *162513651-0049*	MUDDED ELBOW, WHITE, ,1, ROOM 8	Tan Fibrous Homogeneous		65.0% Non-fibrous (Other)	**5% Amosite** **30% Chrysotile**
22A *162513651-0050*	MUDDED ELBOW WRAP, WHITE, 1, ROOM 8	Gray/Tan/Yellow Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
22B *162513651-0051*	MUDDED ELBOW WRAP, WHITE, 1, ROOM 8	Gray/Tan/Yellow Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
22C *162513651-0052*	MUDDED ELBOW WRAP, WHITE, 1, ROOM 8	Gray/Tan/Yellow Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
23 *162513651-0053*	WINDOW CAULK, GRAY, EXTERIOR, SIDE A	Gray/Blue Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**
24 *162513651-0054*	PARAPET TAR, GRAY, ROOF, ROOM 7	Gray/Black Fibrous Homogeneous	20% Glass	75.0% Non-fibrous (Other)	**5% Chrysotile**

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: 10/23/2025 13:19:03

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 10/20/2025 10:20 AM
Analysis Date: 10/23/2025
Collected Date: 10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
25 *162513651-0055*	ROOF TAR, BLACK, ROOF, ROOM 8	Black Fibrous Homogeneous	30% Glass	70.0% Non-fibrous (Other)	**None Detected**
26 *162513651-0056*	ROOF INSULATION, BROWN , ROOF, ROOM 9	Brown Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
27 *162513651-0057*	PROTRUSION TAR, GRAY, ROOF, ROOM 10	Gray/Black Non-Fibrous Homogeneous		90.0% Non-fibrous (Other)	**10% Chrysotile**
28 *162513651-0058*	WALL TAR, BLACK, EXT, ROOM 11 WALL B	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
29 *162513651-0059*	PARAPET TAR, BLACK, ROOF, ROOM 13	Black Non-Fibrous Homogeneous	10% Glass	85.0% Non-fibrous (Other)	**5% Chrysotile**
30 *162513651-0060*	ROOF PATCH CAULK, WHITE, ROOF, ROOM 13	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
31 *162513651-0061*	ROOF TAR, BLACK, ROOF, ROOM 13	Black Non-Fibrous Homogeneous	10% Cellulose	90.0% Non-fibrous (Other)	**None Detected**
32 *162513651-0062*	ROOF CORK MASTIC, BLACK, ROOF, ROOM 13	Black Fibrous Homogeneous	20% Cellulose	80.0% Non-fibrous (Other)	**None Detected**
33 *162513651-0063*	ROOF CAULK, BLACK, ROOF, ROOM 13	White/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**

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: 10/23/2025 13:19:03

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 10/20/2025 10:20 AM
Analysis Date: 10/23/2025
Collected Date: 10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
34 *162513651-0064*	ROOF CAULK, WHITE, ROOF, ROOM 4	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
35 *162513651-0065*	ROOF FELT, BLACK, ROOF, ROOM 4	Black Fibrous Homogeneous	60% Cellulose 10% Glass	30.0% Non-fibrous (Other)	**None Detected**
36 *162513651-0066*	DOOR FRAME CAULK, WHITE, EXTERIOR, ROOM 7 - LOADING DOCK DOORS	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
37 *162513651-0067*	WALL SEAM CAULK, GRAY, EXTERIOR, WALL A - NE CORNER	Gray/White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
38 *162513651-0068*	WALL TAR, BLACK, EXTERIOR, WALL A	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
39 *162513651-0069*	WALL FELT, GRAY, EXTERIOR, WALL A	White/Black Fibrous Homogeneous	40% Cellulose	40.0% Non-fibrous (Other)	**20% Chrysotile**
40 *162513651-0070*	WALL PANEL FELT, WHITE, EXTERIOR, WALL A	White/Black Fibrous Homogeneous	80% Glass	20.0% Non-fibrous (Other)	**None Detected**
41 *162513651-0071*	WINDOW CAULK, WHITE, EXTERIOR, WALL C	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
42 *162513651-0072*	AWNING CAULK, GRAY, EXT, EXTERIOR, WALL A	Gray Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**<1% Chrysotile**

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: 10/23/2025 13:19:03

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received Date: 10/20/2025 10:20 AM
Analysis Date: 10/23/2025
Collected Date: 10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

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

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: 10/23/2025 13:19:03

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone:	(515) 473-6256
Fax:	(515) 528-8005
Received Date:	10/20/2025 10:20 AM
Analysis Date:	10/23/2025
Collected Date:	10/16/2025

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

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk materials via EPA/600 (0513) Method using Polarized Light Microscopy. The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

Report Comments:

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

Analyst(s):

Hannah Morgan

Hannah Morgan PLM (76)

Samples Reviewed and approved by:

Melissa Newkirk

Asbestos Laboratory Manager
or other approved signatory

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: 10/23/2025 13:19:03

EMSL Analytical, Inc.

6340 CastlePlace Dr. Indianapolis, IN 46250
Phone/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention:	Leon Johnson Eocene Environmental Group 5930 Grand Ave West Des Moines, IA 50266	**Phone:**	(515) 473-6256
		Fax:	(515) 528-8005
		Received:	10/20/2025 10:20 AM
		Analysis Date:	10/24/2025
		Collected:	10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy. Quantitation using 400 Point Count Procedure

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

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, A2LA Accredited - Certificate #2845.25

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

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Phone/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received: 10/20/2025 10:20 AM
Analysis Date: 10/24/2025
Collected: 10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy. Quantitation using 400 Point Count Procedure

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

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, A2LA Accredited - Certificate #2845.25

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

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Phone/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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

Attention: Leon Johnson
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone: (515) 473-6256
Fax: (515) 528-8005
Received: 10/20/2025 10:20 AM
Analysis Date: 10/24/2025
Collected: 10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy. Quantitation using 400 Point Count Procedure

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

Analyst(s)
Hannah Morgan (21)

Melissa Newkirk
Asbestos Laboratory Manager
or other approved signatory

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, A2LA Accredited - Certificate #2845.25

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

EMSL Analytical, Inc.
6340 CastlePlace Dr., Indianapolis, IN 46250
Phone/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com indianapolislab@emsl.com

EMSL Order:	162513651
CustomerID:	IMPA25
CustomerPO:	20450434
ProjectID:	

Attn: **Leon Johnson**
Eocene Environmental Group
5930 Grand Ave
West Des Moines, IA 50266

Phone:	(515) 473-6256
Fax:	(515) 528-8005
Received:	10/20/2025 10:20 AM
Analysis Date:	10/27/2025
Collected:	10/16/2025

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

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy with Gravimetric Reduction. Quantitation using 400 Point Count Procedure.

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

Analyst(s)
Ross Matlock (1)

Asbestos Laboratory Manager
or other approved signatory

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 10/27/2025 15:54:05

OrderID: 162513651

Ship Date:

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody EMSL Order Number

(Lab Use Only)

162513651

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

Company: Eocene Environmental Group, Inc		☑ **EMSL – Bill to: Same** *Third Party Billing requires written authorization from third party.*	
Street: 8951 Windsor Parkway			
City: Johnston	**State: IA**	**Zip Code: 50131**	**Country: USA**
Report To: Leon Johnson		**Phone: 515-201-8215**	**Fax: 515-685-2236**
Email Address: ljohnson@eocene.com		**Please Provide results: EMAIL**	
Project Name: City of Waterloo - 70 Sycamore Street – Full – Sampler Initials (LJ) – 10/17/2025			
Project Number: 20450434			
US State Samples Taken: IA			

Turnaround Time (TAT) Options

☐ 3-Hour ☐ 6-Hour ☐ 24-Hour ☐ 32-Hour ☐ 48 -Hour ☑ 72-Hour ☐ 1 Week ☐ 2 Week

**For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 hr TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytic Price Guide*

PLM – BULK (reporting limit) ☑ **PLM EPA 600/R-93/116 (<1%)**	**TEM – Air** ☐ **4-4.5hr TAT (AHERA only)** ☐ **AHERA 40 CFR, Part 763**
Sampler Names: NAME Leon Johnson	**Sampler Signature:**
☐ **Check for Positive Stop – Clearly Identify Homogeneous Group**	**Filter Pore Size (Air Samples):** ☐ 0.8 µm ☐ 0.45 µm

Sample ID	Sample Material/Description	Color	Floor	Location	Sample Date
01	Drywall	White	1	Room 1	10/16/25
02	Window Caulk	White	1	Room 1	10/16/25
03ABC	Wall Plaster	Gray	1	Room 5	10/16/25
04ABC	Wall Skim Coat	White	1	Room 5	10/16/25
05	Wall Mastic	Black	1	Room 5	10/16/25
06	Wall Cork	Brown	1	Room 5	10/16/25
07	Door Gasket	Black	1	Room 5	10/16/25
08ABC	Wall Insulation	Gray	1	Room 13	10/16/25
09ABC	Wall Plaster	Gray	1	Room 12	10/16/25
09DEFG	Wall Plaster	Gray	1	Room 11	10/16/25
10	Wall Felt	Black	1	Room 6	10/16/25
11	Door Gasket	White	1	Room 11	10/16/25
12	Door Gasket	White	1	Room 11	10/16/25
13	Wall Foam Adhesive	Yellow	1	Room 11	10/16/25
03DEFG	Wall Plaster	Gray	1	Room 11	10/16/25
04DEFG	Wall Skim Coat	White	1	Room 11	10/16/25
14	Door Foam Adhesive	Yellow	1	Room 7	10/16/25
15	Door Caulk	White	1	Room 7	10/16/25
16	2'x4' Ceiling Tile	White	1	Room 7	10/16/25
17	2'x4' Drywall Ceiling Tile	White	1	Room 7	10/16/25
18ABC	Pipe Insulation	Brown	1	Room 7	10/16/25
19ABC	Pipe Valve Insulation	Brown	1	Room 7	10/16/25
20ABC	Pipe Valve Insulation	Black	1	Room 7	10/16/25
21ABC	Mudded Elbow	White	1	Room 8	10/16/25
22ABC	Mudded Elbow Wrap	White	1	Room 8	10/16/25
23	Window Caulk	Gray	Ext	Side A	10/17/25
24	Parapet Tar	Gray	Roof	Room 7	10/17/25

Ship Date:

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

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

APPENDIX C

Property Photographs

Photograph table includes photos of all asbestos-containing materials.

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

Photograph table includes photos of all asbestos-containing materials.

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

Photograph table includes photos of all asbestos-containing materials.

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

Photograph table includes photos of all asbestos-containing materials.

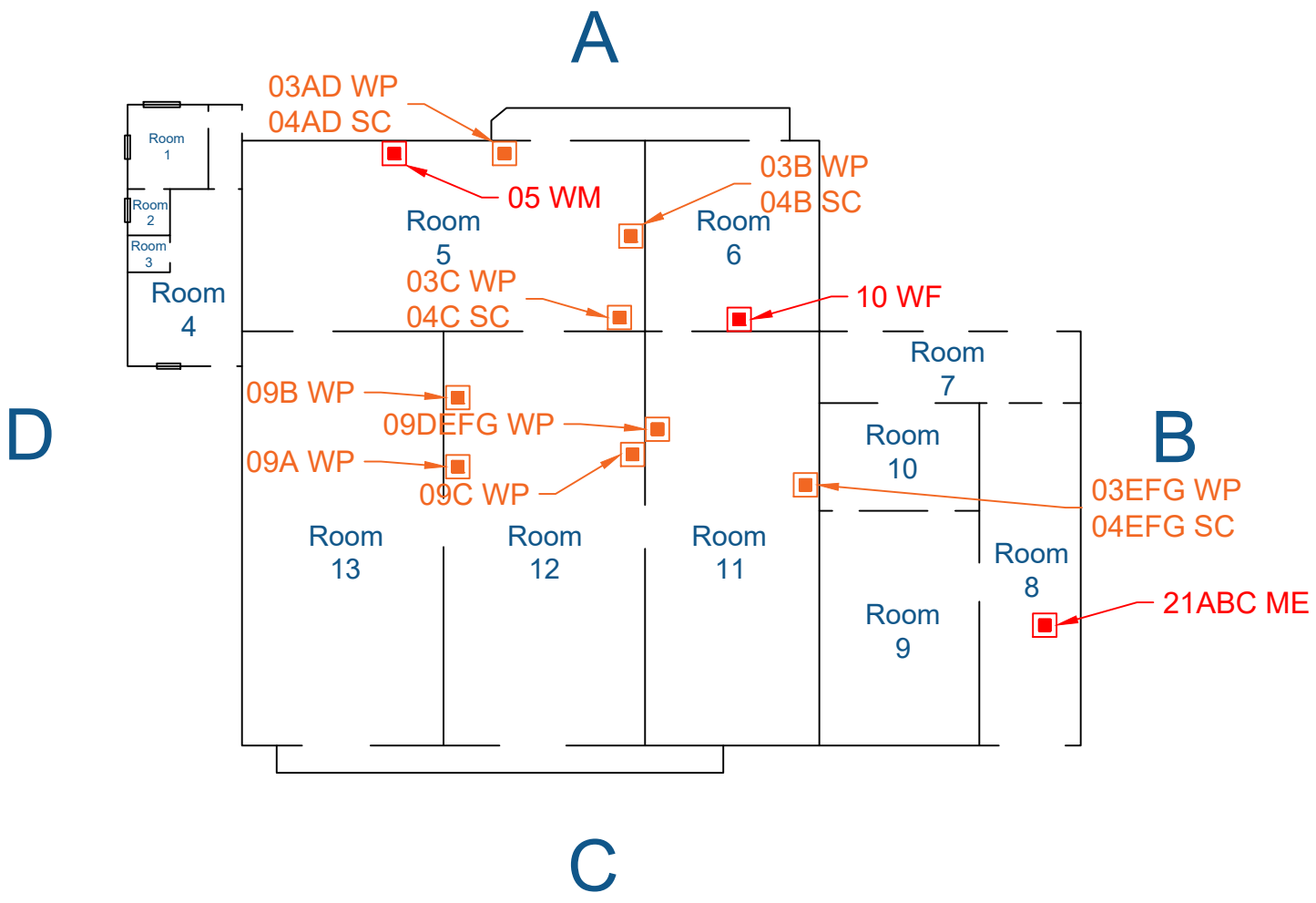
10/17/2025 **Photographer:** **Tyler Striling/Leon Johnson**	**Asbestos Containing Materials Inspection** **70 Sycamore Street** **Waterloo, Iowa 50703**
Photo #7 **Description:** ACM Black Parapet Tar **Location:** Roof Room 13 **Sample #:** 29	
Photo #8 **Description:** ACM Black Wall Felt **Location:**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

Photograph table includes photos of all asbestos-containing materials.

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

APPENDIX D

Sample Location Map(s)



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

Legend

- Positive ACM
- Non-Regulated ACM

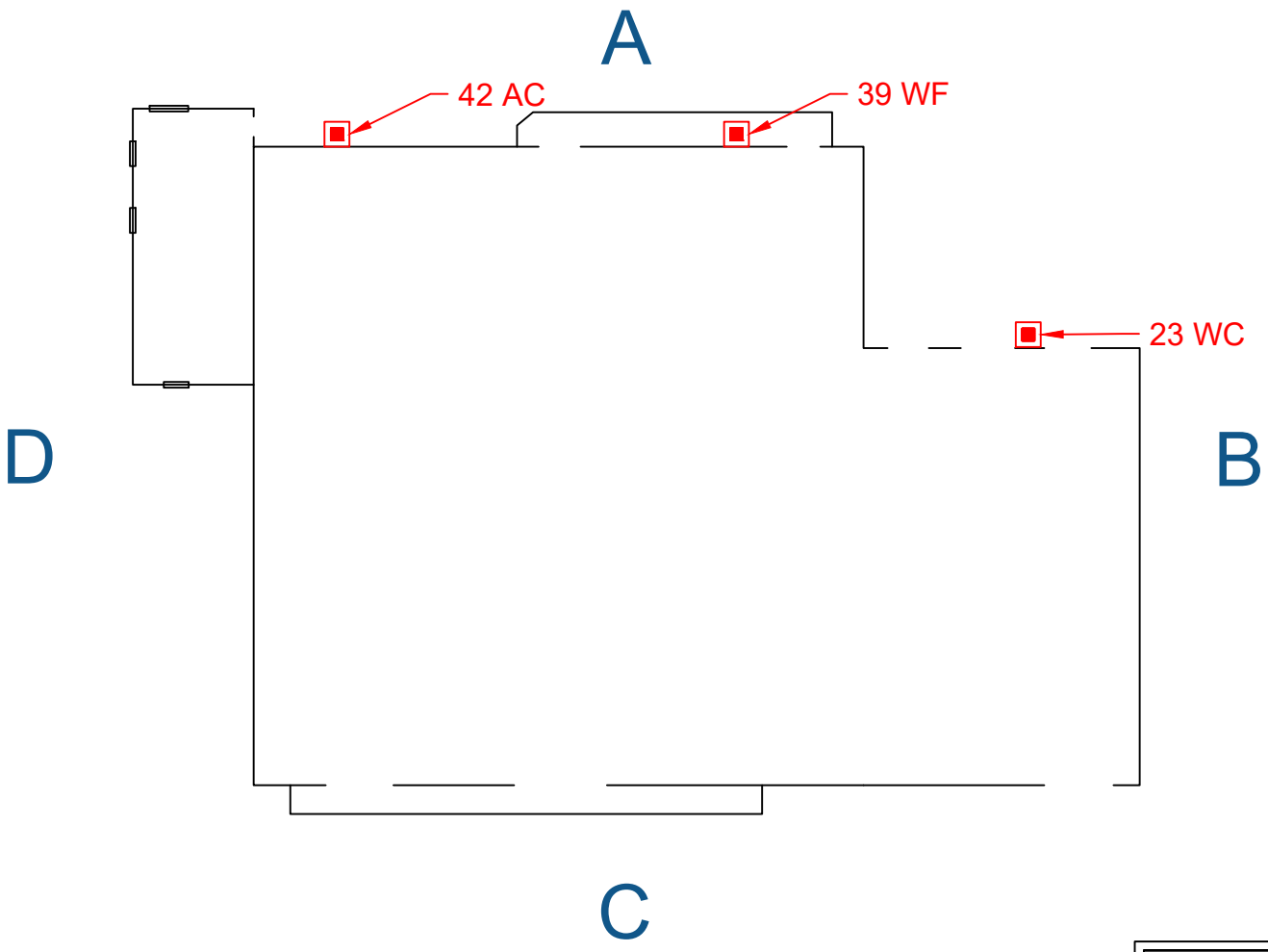
Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

SHEET TITLE:
Property Map
1st Floor

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

N W E S



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

Legend

- Positive ACM
- Non-Regulated ACM

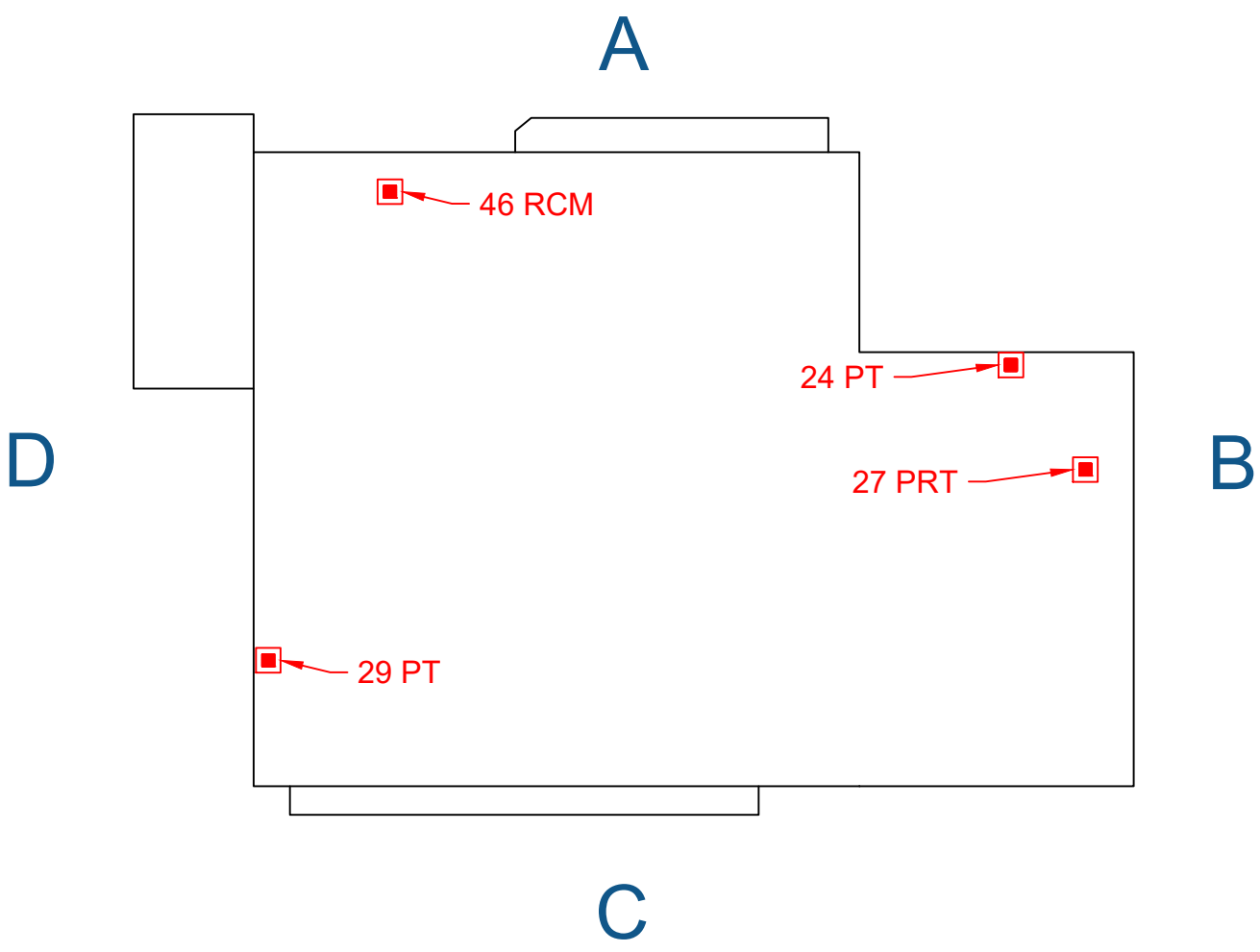
Eocene℠ Environmental Group

JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

SHEET TITLE:
Property Map
Exterior

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

N
W E
S



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

Legend

- Positive ACM
- Non-Regulated ACM

Eocene SM Environmental Group

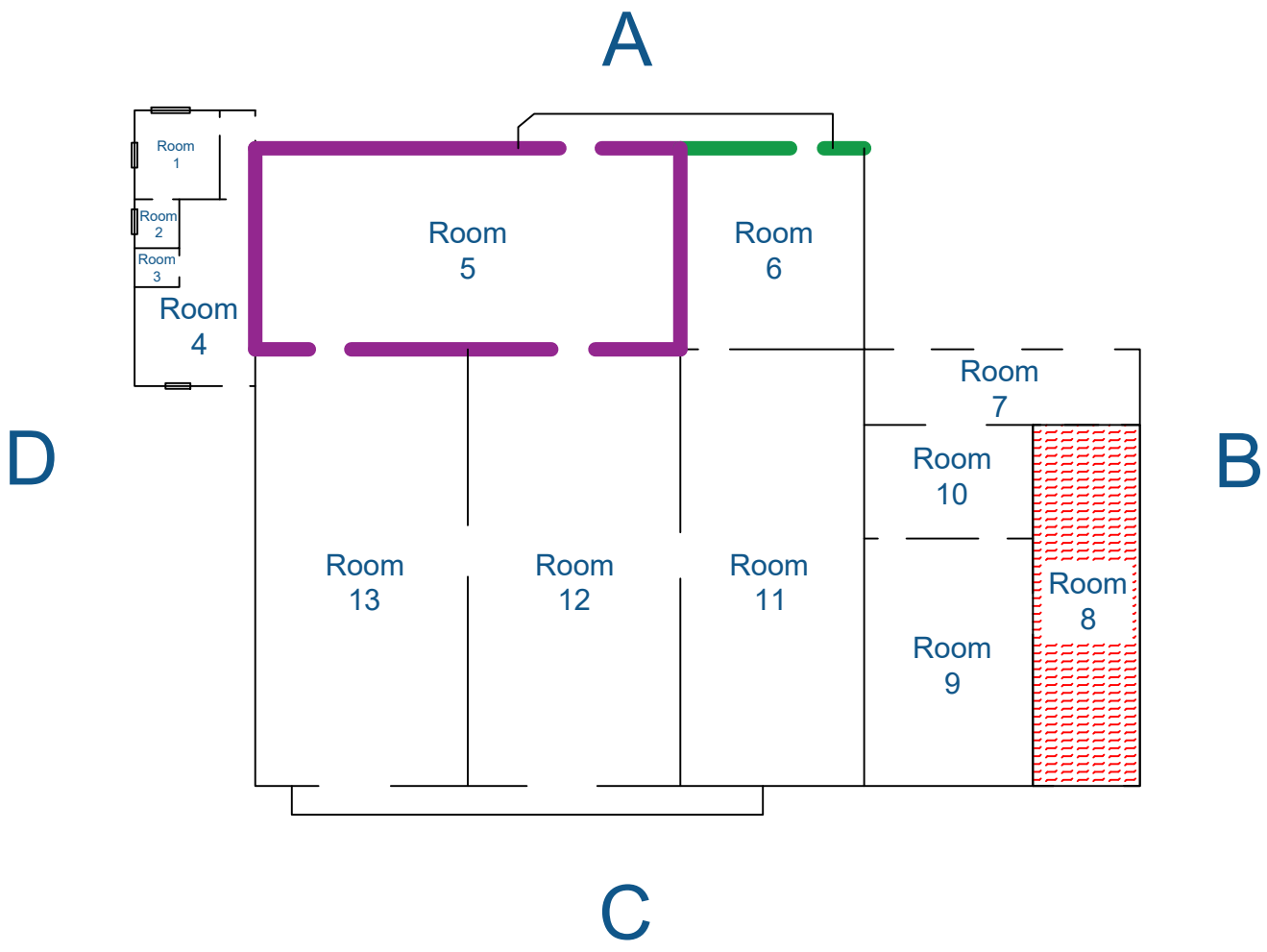
JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

SHEET TITLE:
Property Map
Roof

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

N
W E
S

EXHIBIT F – Asbestos Containing Materials Positive Summary Maps



Asbestos Legend	
Label	Material Substance
	Wall Mastic
	Wall Felt
	Mudded Elbow

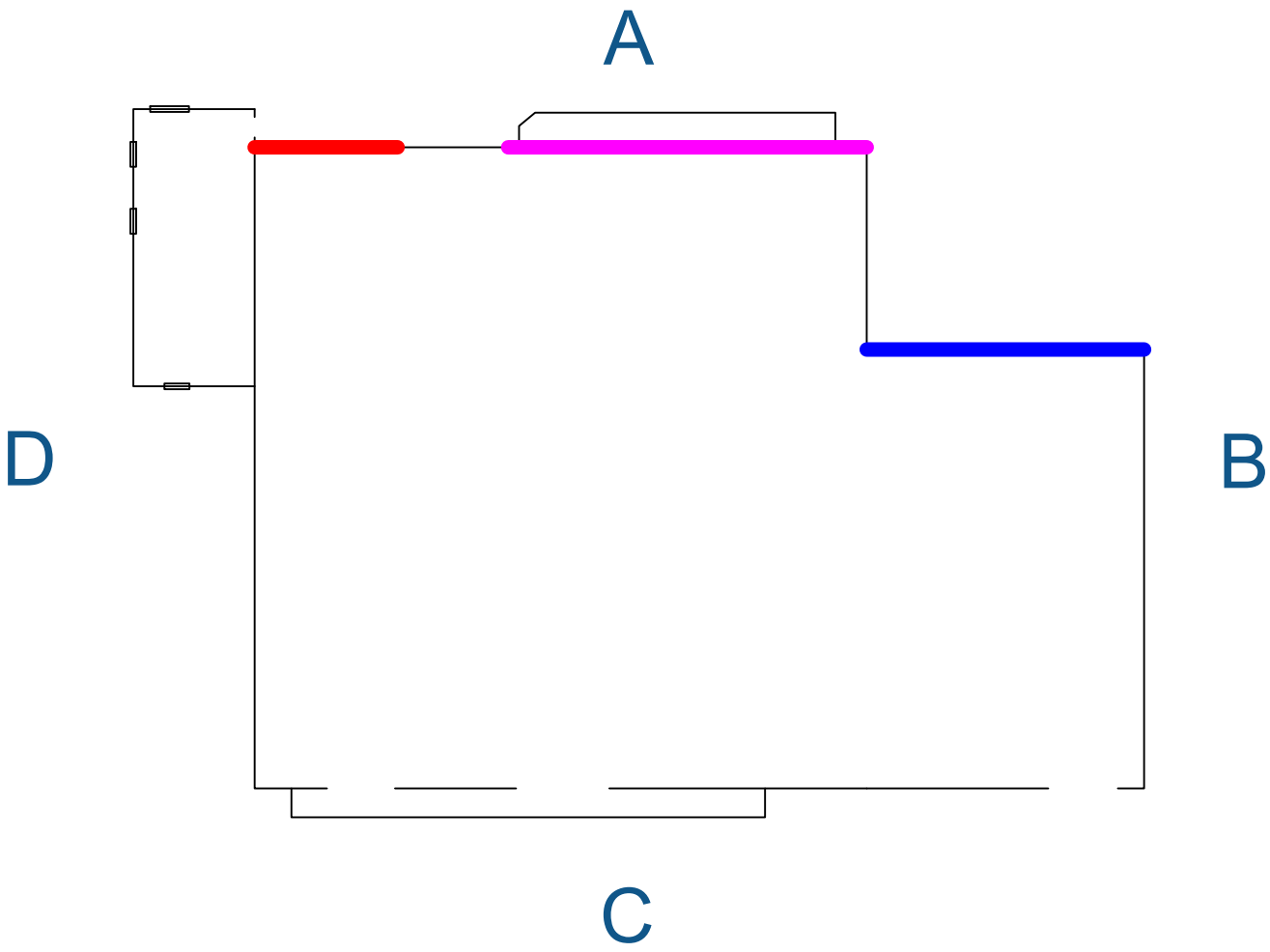
Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

SHEET TITLE:
Property Map
1st Floor

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

N W E S



Asbestos Legend	
Label	Material Substance
	Window Caulk
	Wall Felt
	Awning Caulk

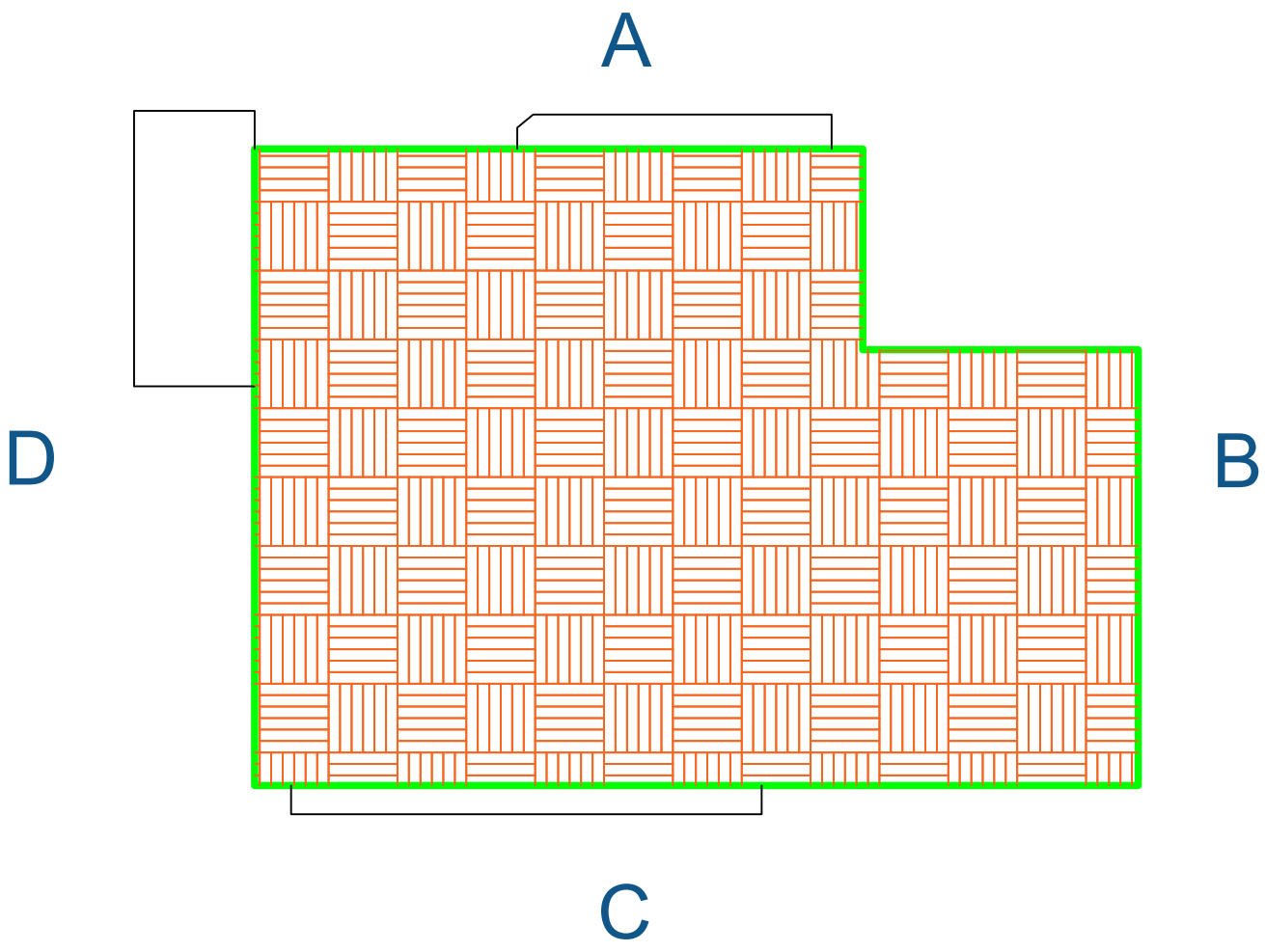
Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

SHEET TITLE:
Property Map
Exterior

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

N
W E
S



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

Eocene SM Environmental Group

JOB DESCRIPTION:
ACM Inspection
70 Sycamore Street
Waterloo, Iowa

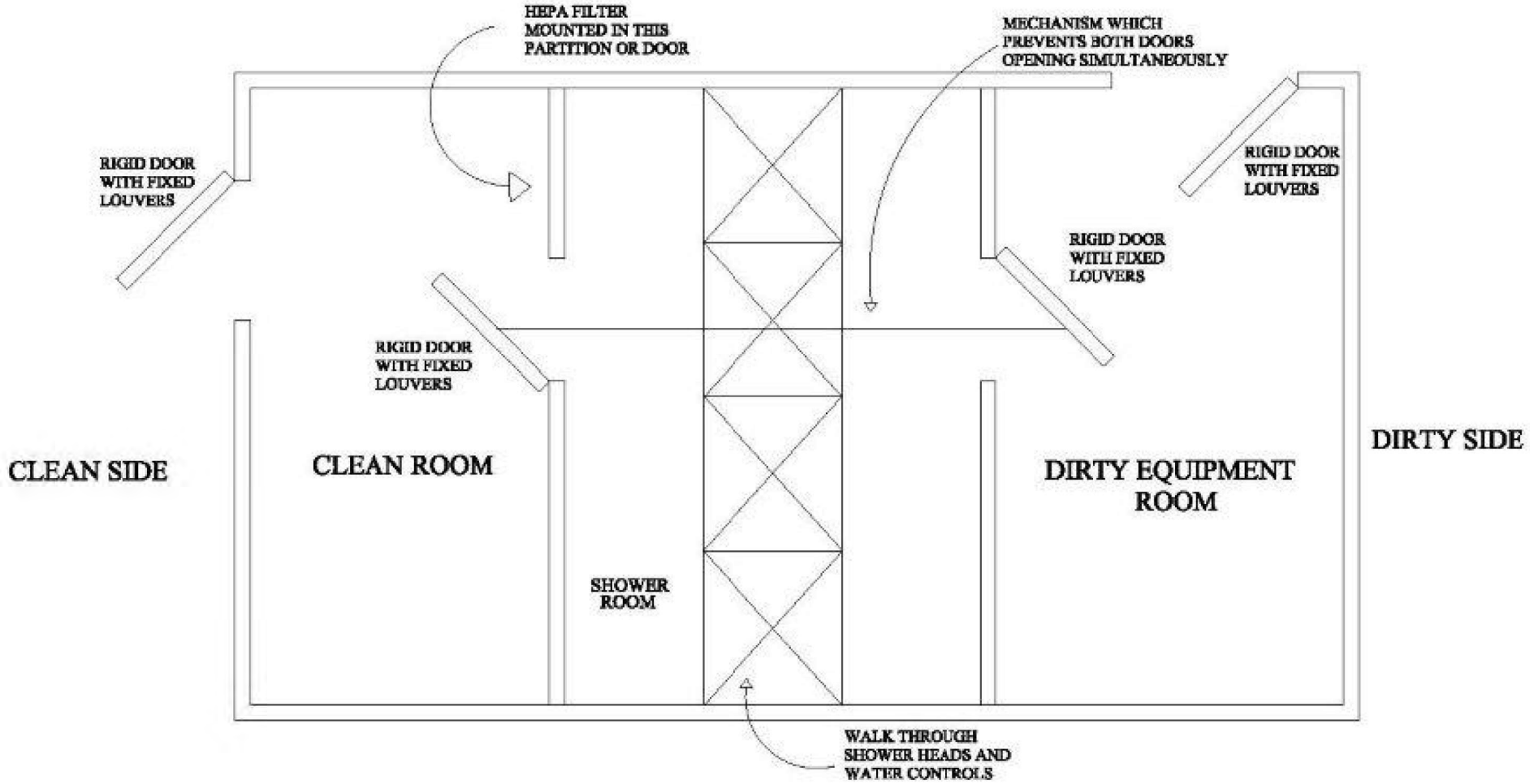
SHEET TITLE:
Property Map
Roof

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

N
W E
S

EXHIBIT G – Asbestos Diagrams and Field Forms

PERSONNEL DECONTAMINATION UNIT



PRE-CLEANING RECORD

Building Name: _____ Asbestos Program Manager: _____

Address: _____ Date: _____

_____

DATE	AREA	TECHNIQUE	SUPERVISOR	INITIAL

Certificate of Visual Inspection

Building Name:

Address:

Abatement Company:

The contractor and industrial hygienist hereby certify that they have visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, decontamination unit, sheet plastic, etc.) and have found no dust, debris, or residue to the best of their knowledge.

DATE	REMOVAL AREA	MATERIALS REMOVED	SUPERVISOR NAME & SIGNATURE	HYGIENIST NAME & SIGNATURE
			Print	Print
			Signature	Signature
			Print	Print
			Signature	Signature
			Print	Print
			Signature	Signature
			Print	Print
			Signature	Signature

Notes:

WASTE SHIPMENT RECORD

GENERATOR

1. Work site name and mailing address	Owner's name	Owner's telephone number
2. Operator's name and address		Operator's telephone number
		Waste Generator Number
3. Waste disposal site (WDS) name, mailing address, and physical site location		WDS telephone number
4. Name and address of responsible agency		
5. Description of materials Asbestos, ID # NA 2212, PACKAGING GROUP 111	6. Containers	7. Total Quantity m^3 (yd^3)
8. Special handling instructions and additional information		
9. OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.		
Printed/typed name and title	Signature	Month Day Year

TRANSPORTER

10. Transporter 1 (Acknowledgment of receipt of materials)		
Printed/typed name and title	Signature	Month Day Year
Address & telephone number		
11. Transporter 2 (Acknowledgment of receipt of materials)		
Printed/typed name and title	Signature	Month Day Year
Address & telephone number		

DISPOSAL

12. Discrepancy indication space		
13. Waste disposal site owner or operator: Certification of receipt of asbestos materials covered by this manifest except as noted in item 12.		
Printed/typed name & title	Signature	Month Day Year

EXHIBIT H – Iowa DNR 10-Day Notification Form (Online Link)

https://stateofiowa.seamlessdocs.com/f/DIAL_Asbestos_Notification_Form

EXHIBIT I – Davis Bacon Prevailing Wage Term and Condition

"General Decision Number: IA20260062 05/18/2026

State: Iowa

Construction Types: Building

Counties: Iowa Counties of
Black Hawk

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

BOIL0083-009 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 48.48	33.91

BRIA0003-021 05/01/2025

	Rates	Fringes
TILE SETTER	$ 30.65	20.10

BRIA0003-023 05/01/2025

	Rates	Fringes
BRICKLAYER	$ 30.65	20.10

ELEC0288-002 06/03/2024

	Rates	Fringes
ELECTRICIAN	$ 35.39	15.59

ELEV0033-002 01/01/2025

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

ENGI0234-017 05/01/2025

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

IRON0089-002 05/01/2025

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

IRON0111-002 07/01/2024

	Rates	Fringes
IRONWORKER: REINFORCING	$ 37.50	30.99

LABO0043-016 05/01/2025

	Rates	Fringes
LABORER: PIPELAYER	$ 22.30	17.92

PAIN0447-001 05/01/2025

	Rates	Fringes
PAINTER: BRUSH AND ROLLER	$ 29.55	12.10

SFIA0669-002 04/01/2025

	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS)	$ 45.99	26.42

SUIA2016-037 07/19/2016

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION

"

CONTRACT AB 2026-07-01P FOR ASBESTOS ABATEMENT SERVICES

70 SYCAMORE STREET, WATERLOO, IOWA 50703

This Contract for Asbestos Abatement and Disposal Services (the "Contract") is entered into as of August 4, 2026 by and between the City of Waterloo, Iowa ("City") and Advanced Environmental, Inc. ("Contractor").

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

1. Term and Services. For the period of August 4, 2026 thru October 20, 2026, subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all supervision, technical personnel, labor, materials, tools, machinery, services, and perform and substantially complete all work within the time period stated in the specifications after receipt of Notice to Proceed with respect to a given property or set of properties. Work to be performed includes all work described in the Contract Documents (defined below).

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

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

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

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

2.1 Contract Limits. Total actual expenses allowed by the project Contract, including any renewal extensions of the Contract, shall not exceed $288,950.00 as provided in the Bid Tabulation that is part of Contractor's RFB Response referenced in Section 2.c above, except by written amendment as provided herein.

3. Approval; Timing of Work. Contractor shall not begin work on any asbestos abatement until after the Contract has been approved by the city council and the Contractor has been issued a Notice to Proceed. The Contractor shall complete the Project in an expeditious manner and shall commence work in a timeline consistent with the term of the Contract. The Contractor shall be responsible for

providing the City's Representative with a minimum of 24 hours advance notification prior to commencing asbestos abatement activity with respect to the property. The site shall be completely fenced, and secured when left unattended. If Contractor is prevented from timely completing the work because of circumstances beyond the Contractor's reasonable control as determined by the City, the time for completion of the work will be tolled for a period of time equivalent to the stoppage resulting from such circumstances. The Contractor does hereby expressly acknowledge and agree that time is of the essence of this Contact, and, thus, failure by the Contractor to timely render and perform services hereunder shall constitute a material breach of Contract.

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

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

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

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

a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts

or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;

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

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

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

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

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

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

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

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

11. Anti-Discrimination. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.

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

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

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

Domestic Preference for Procurement

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

PERSONNEL AND PARTICIPANT CONDITIONS

Civil Rights Compliance

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

Nondiscrimination

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

Section 504

The Contractor agrees to comply with all Federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973. (29 U.S.C. 794) which prohibits discrimination against individuals with disabilities or handicaps in a federally assisted program. The Contractor confirms that no otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excused

from participation in, be denied benefits of or be subjected to discrimination. This does include, but is not limited to, housing, employment and the delivery of services and programs.

Affirmative Action

Affirmative Action Plan

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

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

The Contractor shall comply with requirements set forth in 24 CFR 570.601.

Women and Minority Owned Business Based (WBE/MBE)

The Contractor will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in this contract , the terms small business means a business that meets the criteria set forth in section 3(a) of the Small Business Act , as amended (15 U.S.C. 632) and minority and women's business enterprise means a business at least 51% owned and controlled by a minority group or women.

Equal Opportunity and Affirmative Action Statement

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

Subcontract Provisions

The Contractor will include the provisions of Civil Rights and Affirmative Action in every sub contract, so that such provisions will be binding upon each of its own sub-contractors.

Employment Restrictions

Prohibited Activity

The Contractor is prohibited from using funds proved herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage or nepotism activities.

Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR 5.

The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Any assignment made without consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Conflict of Interest

The Contractor agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

No employee, officer, or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Contractor, or any designated public agency.

Lobbying

The Contractor hereby certifies that:

No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with review, approval, or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement, while in office and for one year after holding the position.

No federal funds appropriated under this Agreement shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence a member of Congress an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract , loan, grant or Agreement

Copyright

If this agreement results in any copyrightable material or inventions, the City reserves the right to royalty- free, nonexclusive and irrevocable license to reproduce, publish, or other wise use and to authorize others to use, the work or materials for governmental purposes.

Religious Activities

The Contractor agrees that funds provided under this Agreement will not utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

ENVIRONMENTAL CONDITIONS

Air and Water

The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C., 7401, et seq.;

Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

SEVERABILITY

If one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable, the provisions of this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

LIMITATIONS OF CITY LIABILITY - DISCLAIMER OF RELATIONSHIP

The City shall not be liable to the Contractor, or to any party, for completion of or failure to complete any improvements which are part of the Project. Nothing contained in this Agreement, nor any act or omission of the City or the Contractor, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the Contractor involvement with the City.

Build America, Buy America Act

The Contractor shall comply with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub.L 177-58.

In general this states that all products must meet BABA requirements. The Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that the manufacturer will comply with BABAA must be included in the bid submission.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor should ensure that all materials has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract for Asbestos Abatement and Disposal Services as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Dave Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

ADVANCED ENVIRONMENTAL, INC.

_____
Michael Poe, Authorized Representative

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Sale and conveyance of 12,157 square feet of city-owned property at the north-west corner of Larkspur Drive and Cimmarron Lane.

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.

Council finds that the parcel ceased to be used as a park prior to 2011.

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. Leisure Services have indicated they do not have any interest in a public park on this property.

DATA, ANALYSIS, AND STRATEGIES

Economic Development and Infill

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

A request for proposals was sent out, and no proposals were received. Planning staff then reached out to multiple developers and received the interested response from E&C Investments. A public hearing will be held prior to the sale.

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

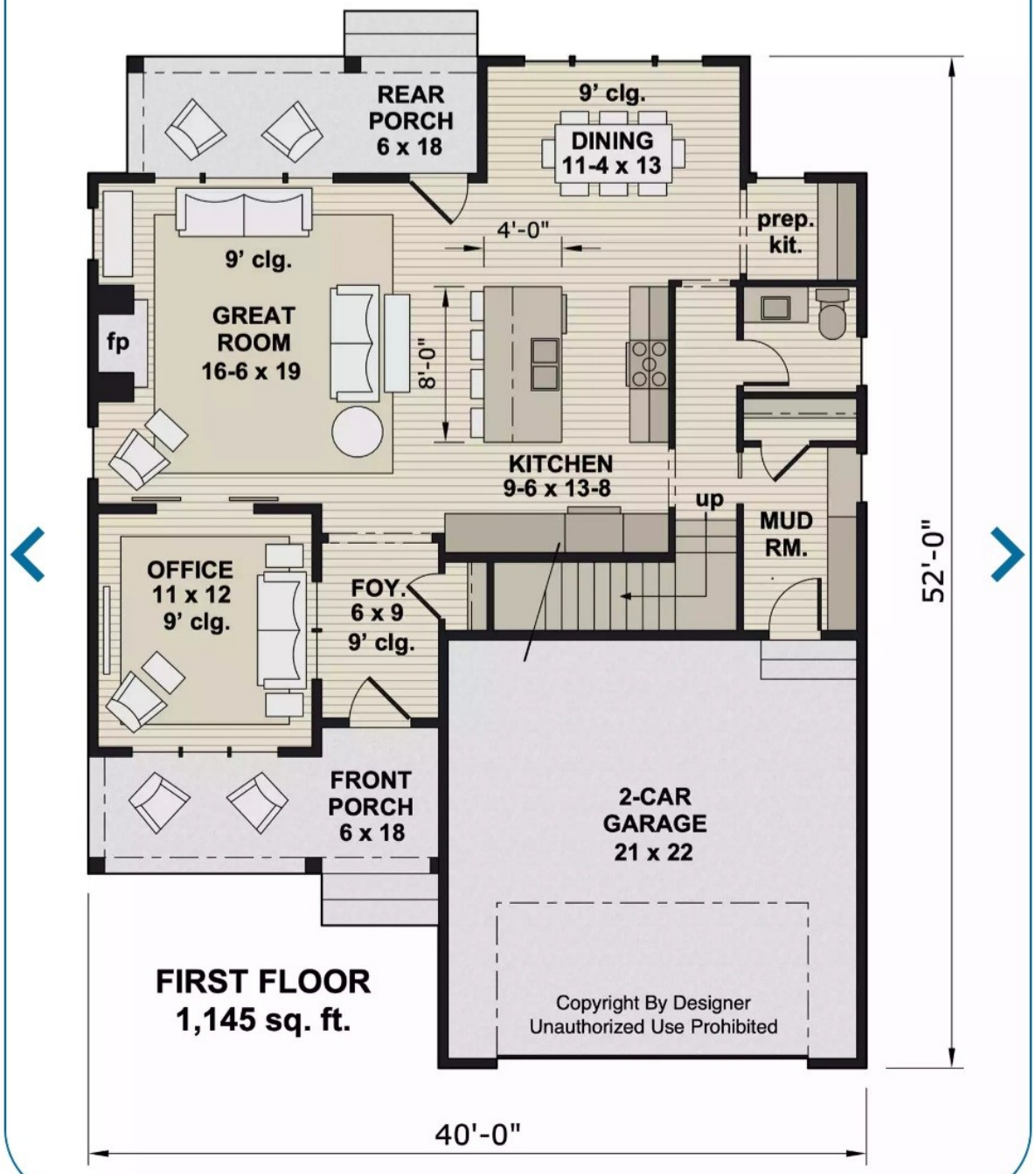
Description

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.
OFFICE
11 x 12
9' clg.
FOY.
6 x 9
9' clg.
FRONT
PORCH
6 x 18
2-CAR
GARAGE
21 x 22
52'-0"
FIRST FLOOR
1,145 sq. ft.
Copyright By Designer
Unauthorized Use Prohibited
40'-0"

2nd Floor

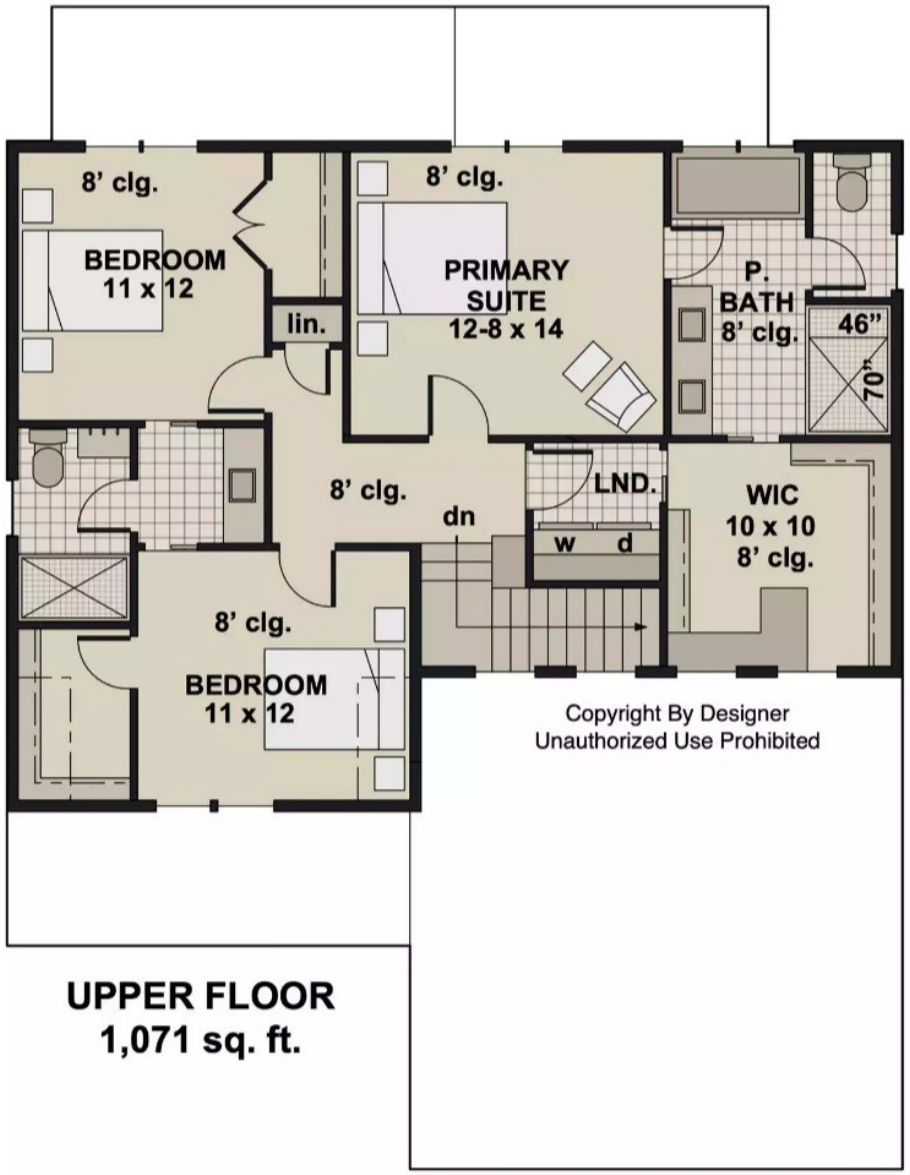

8' clg.
BEDROOM
11 x 12
lin.
8' clg.
PRIMARY
SUITE
12-8 x 14
P.
BATH
8' clg.
46"
70"
8' clg.
dn
LND.
w d
WIC
10 x 10
8' clg.
8' clg.
BEDROOM
11 x 12
Copyright By Designer
Unauthorized Use Prohibited
UPPER FLOOR
1,071 sq. ft.

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.

_____ _____

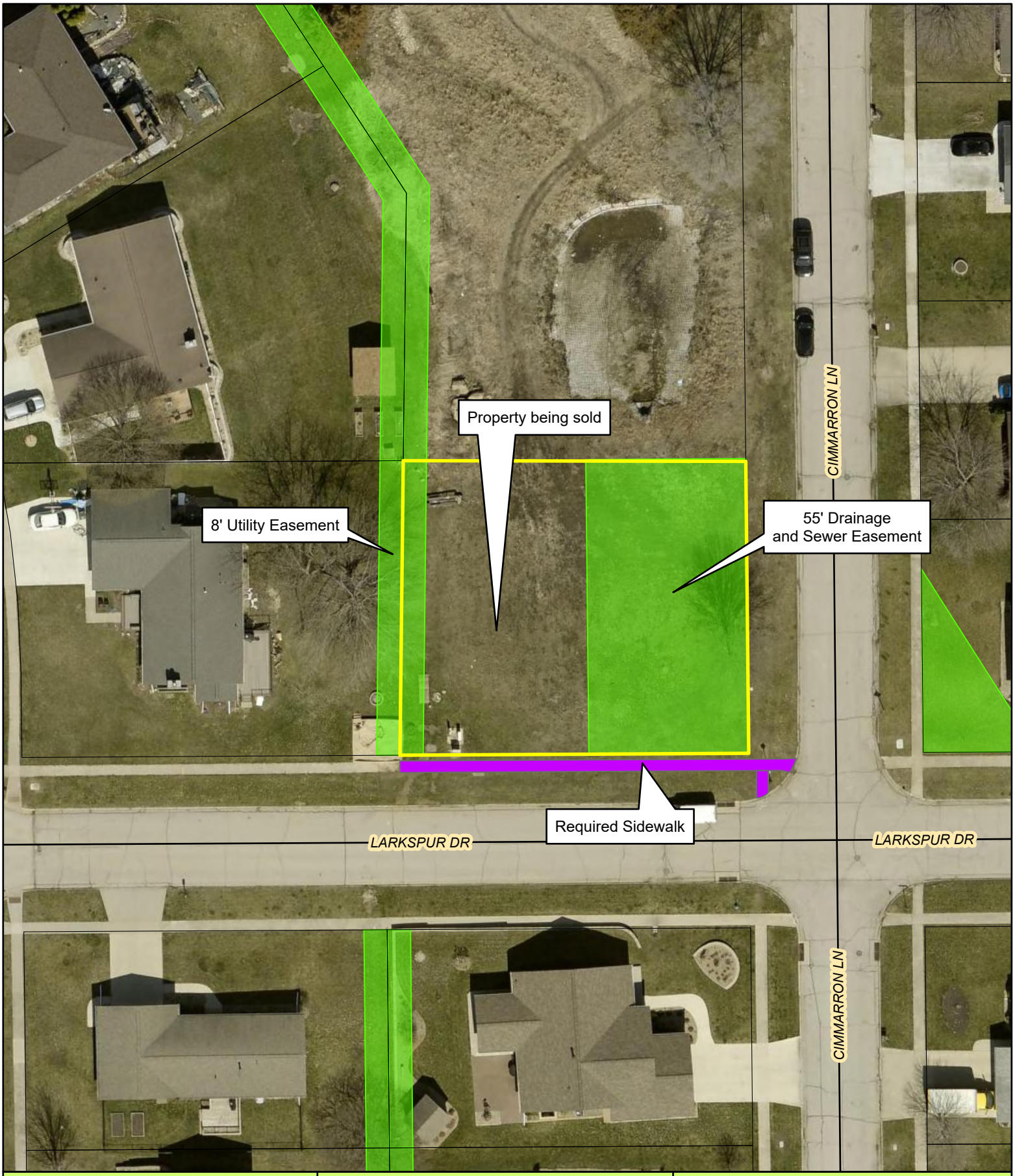
Date Assessor for Black Hawk County, Iowa

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.
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 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
Eric Swartzendruber		2709 Jasmin Dr. Wichita
Zachariah Tanner	Zachary Tanner	2703
MOLLY WILSON		2715 JASMINE DR
Todd Wilson		2715 JASMINE DR
BECKY D	JASPERSON	2703 JASMIN DR
Dana 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.

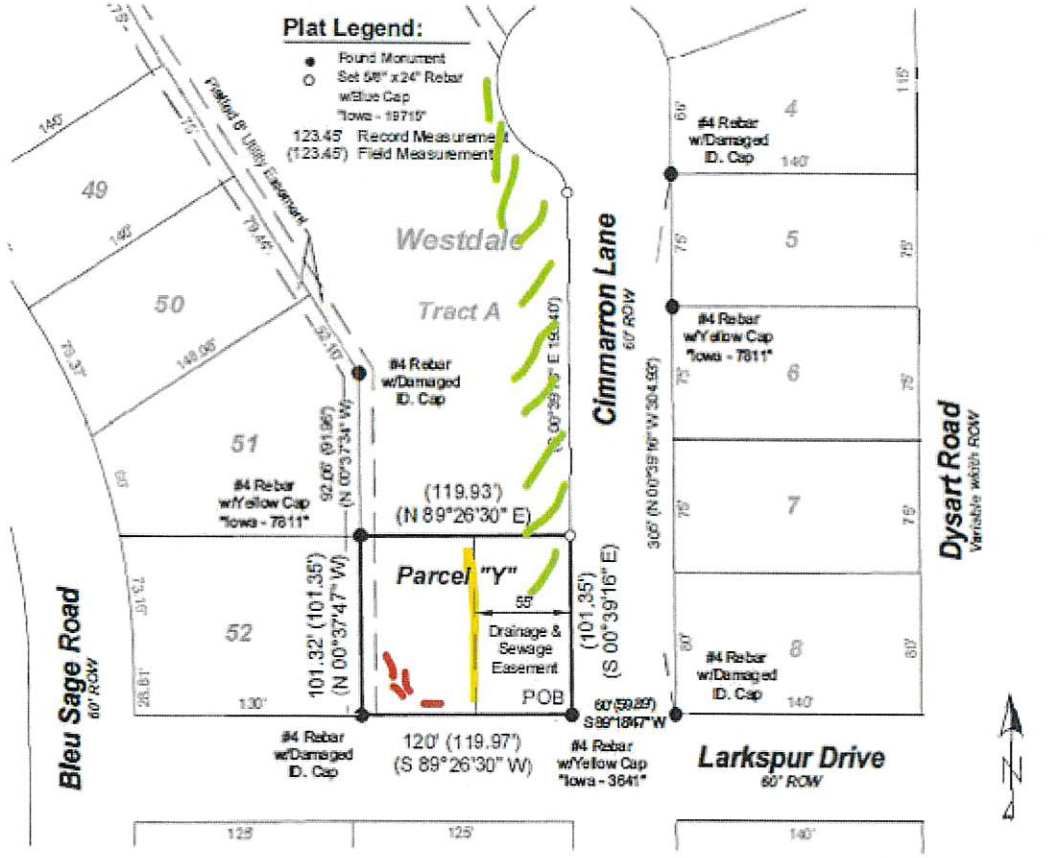
City Planner or designee — Date: 5/20/2019

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.



0 40 80

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 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

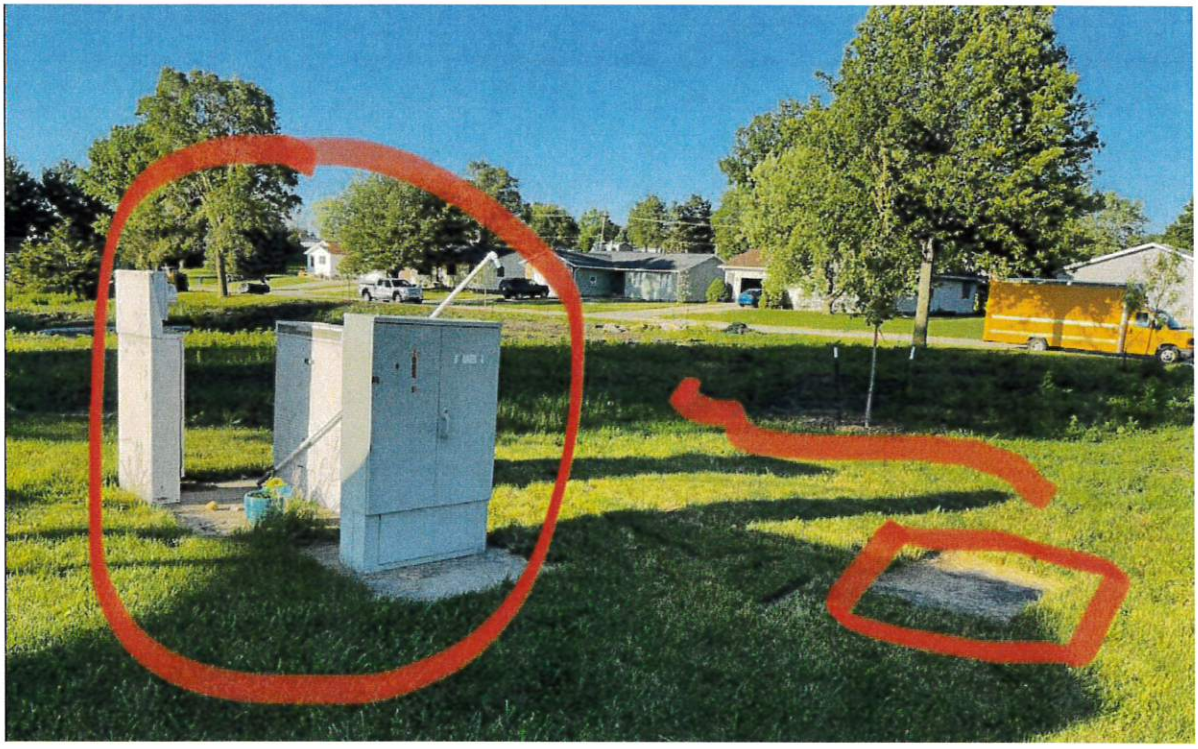
Drawn By: WWC Scale:
Field Work Date: 4/24/19 & 5/20/19
Date Drawn: 5/20/2019

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.

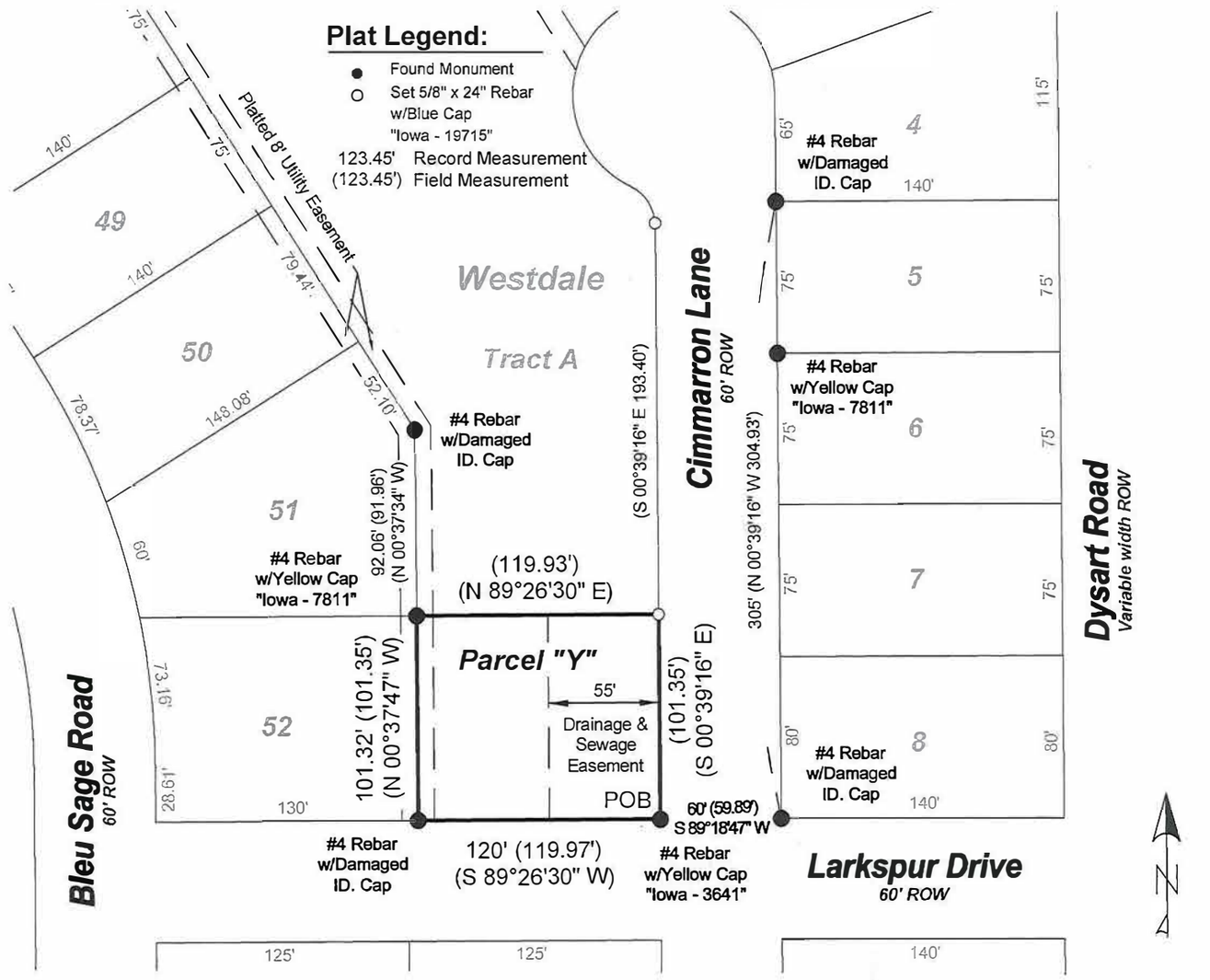
City Planner or designee — Date: 5/20/2019

Parcel "Y" Description:

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.

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	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	August 3, 2026

AGENDA ITEM TITLE

Sale and conveyance of city-owned property at 1050 Evergreen Avenue, 520-522 Archer Avenue, and 1228 Columbia Street to Rock Star Real Estate, LLC, and acquisition of vacant lots from Rock Star Real Estate, LLC.

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.

Tyler Junker, owner of Rock Star Real Estate, has a solid background in rehabbing dilapidated homes and managing properties. They have also worked closely with Habitat for Humanity, are on their action team, and have worked to promote homeownership. They also work closely with the City of Waterloo for the Section 8 program. Tyler has noted an intent to keep his business at about the same size in units that they manage, so as they acquire new units that they fix up, they will look to sell other units within their portfolio, often looking at existing tenants who are interested in becoming owner-occupants. With the acquisition of these homes, he has indicated an intent to sell other homes, likely to an owner-occupant. Examples of properties that Rock Star owned and has already sold include 1140 Hammond Ave., 2008 W. 4th St, 1638 Robin Rd., and 112 Summit Ave. Tyler will also be updating the siding and gutters on 613 Randall St, next to the lots being sold to the City, to improve the block's aesthetics being highly visible from Highway 63. Tyler submitted pictures documenting other rehabs he has completed, as well as testimonials of tenants.

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

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. Signed Rock Star Development Agreement
2. 520-522 Archer Aerial
3. 1050 Evergreen Aerial
4. 1228 Columbia St Aerial
5. Rock Star Lots Aerial
6. 20241227 RockStarReferenceLetterToWaterloo
7. Fwd_ To the council Rock Star Testimonial
8. House of Hope Support Letter
9. Rock Star Testimonial 2
10. 128 Lincoln Finished pictures
11. 128 Lincoln Before and After Pictures

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 July 20, 2026, by Tyler Junker as Managing Member of Rock Star Real Estate, LLC.

NOTARIAL SEAL IOWA
LEXI SCHNEIDER
COMMISSION NO. 869089
MY COMMISSION EXPIRES
NOVEMBER 21, 2028

Lexi Schneider
_____
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.

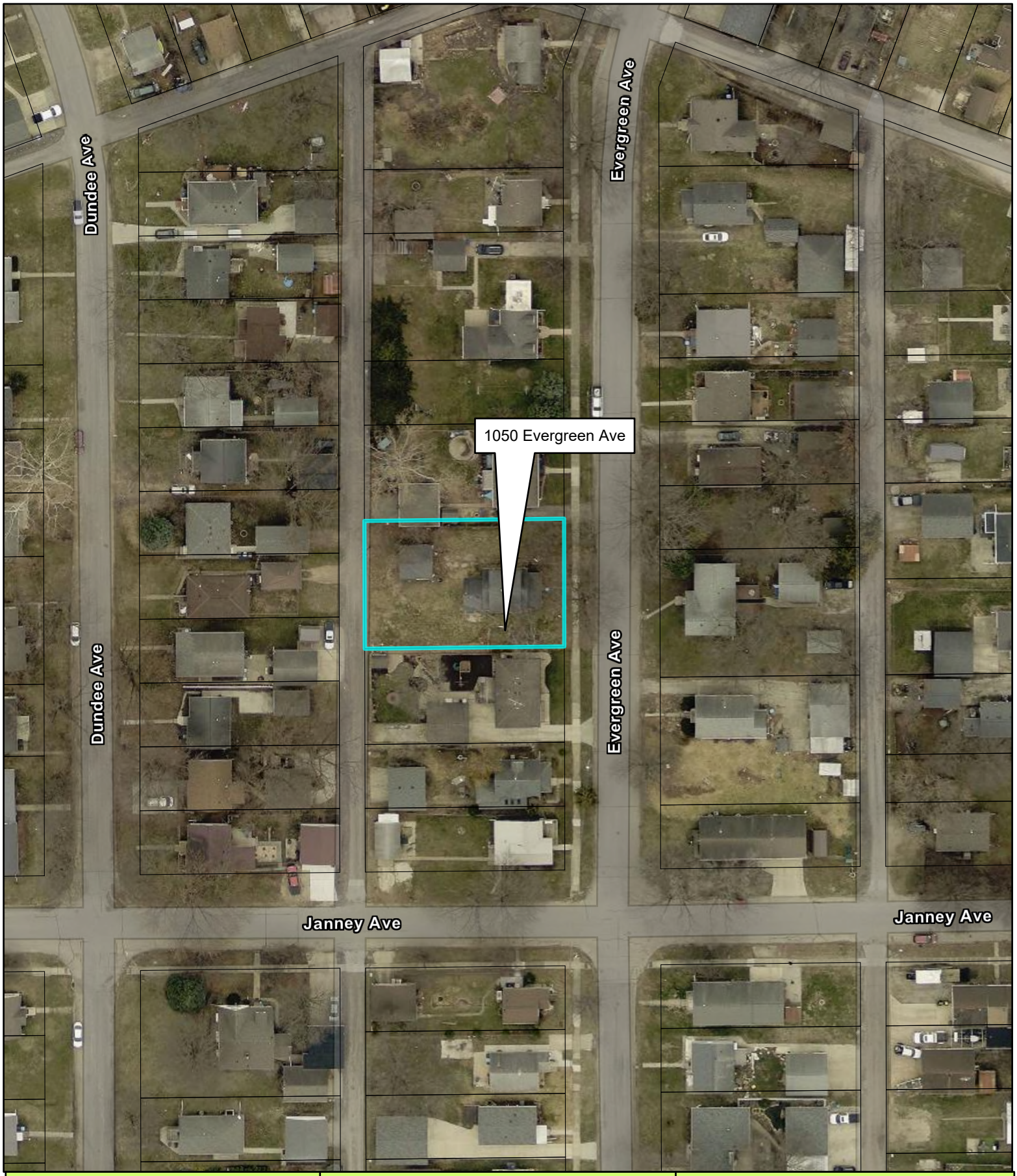


Note:
Base map data source is Black Hawk County.
This map does not represent a survey, no liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor, or their employees.
The City of Waterloo makes no warranty, 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



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 50 100 150 Feet

1050 Evergreen Ave
Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

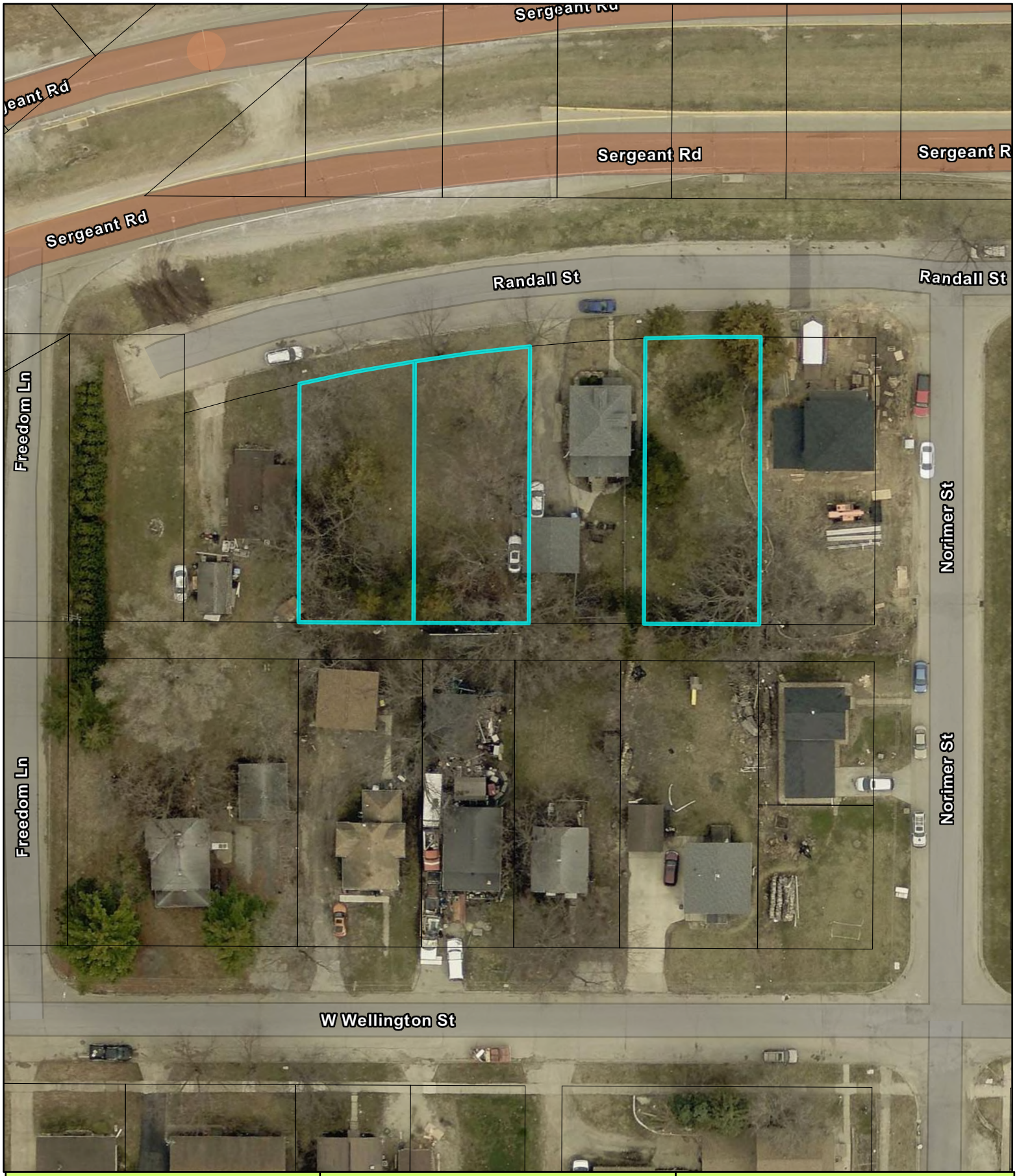


Note:
Base map data source is Black Hawk County.
This map does not represent a survey, no liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor, or their employees. The City of Waterloo makes no warranty, 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

1228 Columbia St
Waterloo, Iowa

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.
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

City purchasing Rock Star Lots in blue Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Myke Goings
1203 West Second Street
Waterloo, Iowa 50701

December 27, 2024

To whom it concerns:

This letter is in support of Rock Star Real Estate purchasing properties from the City of Waterloo.

First, some background. We have lived in our house for 28 years. [December 1996] Over the years we have seen our neighborhood go from single family houses to a majority of rental properties. In that transition we've seen it change from proud homeowners to mediocre landlords to slumlords that don't care who they rent to or what the condition of their properties looks like. We also watch houses sitting empty and deteriorating.

In 2019, when Rock Star Real Estate purchased the house that adjoins our property, 308 Baltimore, I didn't have much hope for a good landlord. I got a big surprise. Before they rented to anyone they went in and remodeled most of the house if not the whole house. They also preserved the natural woodwork in the house. To my surprise they also remodeled the house at 305 Baltimore Street after purchasing it. I've seen that process happen several other times in the neighborhood.

I don't know what their process is for selecting renters but they get quality tenants. They are quiet overall. I can think of one minor issue that we had with a tenant. That issue was addressed immediately by Rock Star Real Estate.

From my experiences with Rock Star Real Estate and their tenants, I always recommend Rock Star Real Estate first.

If you have any questions for me, please feel free to contact me.

Sincerely,

Myke Goings

From: Rock Star
To: NOEL ANDERSON; ARIC SCHROEDER
Subject: Fwd: To the council
Date: Wednesday, July 22, 2026 9:22:07 AM

CAUTION: This email originated from outside the City of Waterloo email system. Do not click links or open unexpected attachments unless you recognize the sender and know the content is safe.

Here is an email one of my tenants wrote and sent to me if it is any assistance or if you would like to forward to any counsel members. She is also on the Section 8 program.

---------- Forwarded message ---------
From: **Ruqaiyah Blake** <ruqaiyahb13@gmail.com>
Date: Tue, Jul 21, 2026 at 11:31 AM
Subject: To the council
To: RockStarIowa@gmail.com <RockStarIowa@gmail.com>

To My Cedar Valley Community,

I wanted to share my experience with Rockstar Real Esate. Even before becoming a tenant myself, I saw their work firsthand through several friends and family members who have rented—and continue to rent—from them.

There are three main reasons why Rock Star stands out:

1. Revitalizing Our Neighborhoods

Rockstar Reality is actively improving our community. They take properties that were once eyesores and restore them into beautiful homes, instantly lifting the look and feel of our neighborhoods.

2. Quality, Affordable Housing

They aren't just renovating homes—they're keeping them cost-effective. Instead of being priced out of our own communities, residents are being embraced with quality, affordable housing.

3. An Unmatched Tenant Experience

As a current tenant, I can truly say Rock Star is the best management company I have ever rented from. From the moment I first reached out, communication was clear and constant, and the approval process was seamless.

While my house was being finished, I drove by daily to watch the transformation. They replaced the roof and siding, installed new windows, built a brand-new front and backyard, added LED lighting, and put in stunning new cabinets and updated bathrooms. My home is

beautiful, and you can genuinely tell it was renovated with love and care.

The staff is friendly, supportive, and prompt. If you submit a maintenance request—even for something small—someone is there quickly to take care of it.

Before finding Rock Star, I searched for a home in the Cedar Valley for three years. As many of us know, finding a place here can be tough because the quality of the homes often doesn't match the steep rent prices.

Rock Star has been a true blessing. With newly renovated homes, fair pricing, no application fees, and no runaround, they are a company that takes real pride in putting people into beautiful homes. Rock Star is exactly what our community needed.

Warmly,

Ruqaiyah Hanchard

319 Sumner St, Waterloo

House of Hope

Empowering Women. Building Futures. Enriching Communities.

To Whom It May Concern;

House of Hope is in full support of Rockstar Real Estate purchasing and rehabbing properties from the city.

Rockstar Real Estate has partnered with House of Hope for many years in providing quality apartments/houses at a low monthly rate. With a range from $535-$900/month we have had over 50 families find places they liked and could afford. Rockstar has worked with us on innovative ideas over the years, willing to try new ideas and open to out of the box thinking.

Currently, we are renting 4 units from Rockstar and just ended a 5th lease this month as a participant took over the unit and signed their own lease with Rockstar. These units are being used as a 3-month transitional apartment through a program called Home For Awhile. Rockstar has been open to many ideas over the years, but this one has proven extremely effective and has grown over the past 3 years. In this program, House of Hope signs a lease for 3 months. A family moves into the apartment as a participant of House of Hope programming. During this time the participant works with HOH to gain employment, childcare, transportation, a sustainable financial plan, and has access to all HOH resources such as wellness, legal clinic, life skills classes, and any problem solving desired. At the end of the 3 months, the participant has the opportunity to move into HOH if there is a long-term apartment available, find housing on their own (most of which has been found with Rockstar), or to stay in the apartment and sign a lease directly with Rockstar. While Rockstar has agreed that at the end of the 3 months if things do not work out, we could walk away from the apartment, we have not once had to let an apartment go without a participant choosing to take over the lease.

Rockstar has jumped into many emergency situations when we have called. They hired additional contractors to get a house rehabbed months ahead of schedule in order to provide housing for a family that was living in a hotel and close to losing their section 8 voucher due to lack of additional extensions. They have prioritized getting places rent ready prior to their listed availability so that families could move in and open a space at HOH for families currently homeless. They expedited a turnover, moving their whole crew to cleaning and prepping an apartment immediately, when we called stating that a family had been staying overnight in their car and we put them in a hotel for 4 nights trying to find someplace available. They have even accepted creative solutions to approving housing for families that did not qualify based on past rental history or the ratio of income to rent.

On multiple occasions our staff has seen an apartment when it has first come available either by new acquisition or by a long-term tenant from the previous owner leaving. The before and after renovations are astounding. The maintenance staff and contractors do a complete job including new cabinets, updating flooring, windows, paint etc. After they are done, they bring in a cleaning crew to make sure the place is completely ready for a move in. This is to properties that have already been spoken for, not just ones that are going on the market. Beyond the initial taking on the lease, we have used their online system for maintenance needs and have always had timely repairs and follow up.

www.houseofhopeccd.org 319.232.3823 845 W. 4th St., Waterloo, IA 50702

While Tyler Junker is the driver behind the partnership, Traci and Brett both have given us their cell phones, communicate on potential openings of affordable places, jump in when we have an emergency housing need, and have constantly shown they care about the quality of place the families are moving into.

Beyond providing quality affordable housing, they have referred single moms that had fallen behind on rent to us and have worked with them on getting caught back up. They have reached out when someone we have referred does not respond to any communications. They have even called us when they saw someone making a decision that seemed unsafe and asked us to check in on them. Tyler, Traci, and Brett have consistently shown us that while they are in a for-profit business, they truly care about this community.

Based on years of working with RockStar Real Estate, I truly believe that if given the opportunity to purchase run down properties, they will put the time and money into making them quality, they will rent them at low to fair market rates, and they will create additional section 8 options (as all of their properties are section 8 eligible.)

Sincerely,



Karin Rowe

---------- Forwarded message ---------
From: **Ruqaiyah Blake** <ruqaiyahb13@gmail.com>
Date: Tue, Jul 21, 2026 at 11:31 AM
Subject: To the council
To: RockStarIowa@gmail.com <RockStarIowa@gmail.com>

To My Cedar Valley Community,

I wanted to share my experience with Rockstar Real Esate. Even before becoming a tenant myself, I saw their work firsthand through several friends and family members who have rented—and continue to rent—from them.

There are three main reasons why Rock Star stands out:

1. Revitalizing Our Neighborhoods

Rockstar Reality is actively improving our community. They take properties that were once eyesores and restore them into beautiful homes, instantly lifting the look and feel of our neighborhoods.

2. Quality, Affordable Housing

They aren't just renovating homes—they're keeping them cost-effective. Instead of being priced out of our own communities, residents are being embraced with quality, affordable housing.

3. An Unmatched Tenant Experience

As a current tenant, I can truly say Rock Star is the best management company I have ever rented from. From the moment I first reached out, communication was clear and constant, and the approval process was seamless.

While my house was being finished, I drove by daily to watch the transformation. They replaced the roof and siding, installed new windows, built a brand-new front and backyard, added LED lighting, and put in stunning new cabinets and updated bathrooms. My home is beautiful, and you can genuinely tell it was renovated with love and care.

The staff is friendly, supportive, and prompt. If you submit a maintenance request—even for something small—someone is there quickly to take care of it.

Before finding Rock Star, I searched for a home in the Cedar Valley for three years. As many of us know, finding a place here can be tough because the quality of the homes often doesn't match the steep rent prices.

Rock Star has been a true blessing. With newly renovated homes, fair pricing, no application fees, and no runaround, they are a company that takes real pride in putting people into beautiful homes. Rock Star is exactly what our community needed.

Warmly,

Ruqaiyah Hanchard

319 Sumner St, Waterloo
























MIKE
FERGAT




























128









COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving a Second Amendment to the Development Agreement with EIC Enterprises, LLC, dated November 3, 2025, to extend the deadlines for moving the home located at 3280 Newell Street, and completion on construction of the home, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

EIC Enterprises, LLC is requesting approval of an Amendment to the Development Agreement dated November 3rd to extend the timeline of moving the home to November 1st, 2026. They are requesting to extend the completion deadline of the home to May 1, 2027.

The building permit has been submitted, and the developer is working to get approvals from utility companies and other parties for the moving route. This project was on hold due to ongoing work on the Hartman and Chalmers Properties. The property is in better condition starting out than the previous houses, so interior remodeling is expected to go quickly once the home is moved.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Signed DA Amendment - Newell St
2. EIC Enterprises, Inc. - DA - 11.3.2025 (RECORDED)

Prepared: Austin J. McMahon, McMahon Law Office, 3356 Kimball Ave, Ste 1000, Waterloo, IA 50702 319-334-4488
Return To: ATTN: Community Planning & Development, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703.

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of _____, 2026 by and between EIC Enterprises, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to a certain Development Agreement. dated November 3, 2025, (the "DA"), concerning the development of property as described in the Agreement, and filed in the land records of Black Hawk County as Doc. No. 2025-17498.

B. The parties desire to amend the DA to modify the terms as set forth in this Amendment.

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

1. Section 4(A) of the DA is hereby amended to strike "within six (6) months of the date of this Agreement" and replace it with "by November 1st, 2026" such that the Moving Deadline is November 1, 2026.

2. Section 4(A) of the DA is hereby amended to strike "within fourteen (14) months of the date of this Agreement" and replace it with " by May 1st, 2027" such that the Improvements shall be Substantially Complete by May 1st, 2027.

3. Except as modified herein, the DA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined will have the same meanings herein that are ascribed to them in the DA. This Amendment may be executed in multiple counterparts. The DA and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

EIC Enterprises, LLC

By: _____
Seth Engelbrecht,
Managing Member

Attest: _____
Kelley Felchle, City Clerk

2025-17498
RECORDED: 11/26/2025 12:40:08 PM
RECORDING FEE: $57.00
REVENUE TAX: $
COMBINED FEE: $57.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

2

* City of Waterloo

Prepared by Austin J. McMahon, 222 1st St. E., Independence, IA 319-334-4488

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of this 3 day of November, 2025, by and among EIC Enterprises, 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"), the City is engaged in carrying out urban renewal project activities in an area known as the Northeast Industrial Area Urban Renewal and Development.

B. The City is the owner of a residential home that is located on the property at 3280 Newell Street in Waterloo, Iowa, said property's legal description being set forth in Exhibit A. The Company is willing and able to finance and undertake the relocation of said residential home to Parcel No. 8913-27-461-015, said property's legal description being set forth in Exhibit A, and to bring the residential home to a finished state on said property.

C. City considers development and 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 the same. City believes that such development is in the vital and best interests of the City and is in accordance with the public purposes and provisions of applicable State and local laws and requirements.

AGREEMENT

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

1. **Condition Precedent.** A condition precedent to any obligations of the City under this Agreement are contingent upon the Company acquiring ownership of Parcel No. 8913-27-461-015.

2. **Improvements by Company.** The City is the owner of the real property locally known as 3280 Newell Street, Waterloo, Iowa (the "Newell Property") upon which is located a single-family residential dwelling or home ("the Newell Home"). Company shall relocate the Newell Home to the Parcel No. 8913-27-461-015 and shall renovate and improve the Newell Home and Parcel No. 8913-27-461-015 to a finished state suitable for single-family residential purposes, including but not limited to, sidewalk and parking, the removal of all debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (all of which, including relocation, are referred to collectively referred to as the "Improvements" or "Project"). Except for acting reasonably to remove its own equipment, property, and debris, the Company shall not be responsible for any further activities on the Newell Property and the City will be responsible for the removal or disposal of any remaining parts or components of the Newell Home on the Newell Property.

The City makes no warranty or representation of any kind as to the condition of the Newell Home, the Newell Property, or Parcel No. 8913-27-461-015. The City shall have no obligation to inspect or prepare the Newell Home, the Newell Property, or Parcel No. 8913-27-461-015.

Company agrees that its activities and the Improvements shall be performed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal laws and regulations, including building codes. City may require that Company submit specific designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Improvements and all preparation and development-related activities as contemplated by this Agreement are also referred to as the "Improvements" or "Project."

3. **City Assistance.** The City agrees to make a $5,000.00 infill housing incentive grant to Company upon its successful performance of its obligations under this Agreement. Payment shall be made within sixty (60) days after Company has Substantially Completed the Improvements.

4. **Timeliness; Deadlines.** The parties agree that Company's commitment to undertake the Project and to make 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. Company shall obtain all necessary permits or licenses and relocate the Newell Home within six (6) months of the date of this Agreement ("Moving Deadline") and must Substantially Complete the Improvements or Project within fourteen (14) months of the date of this Agreement. The term "Substantially Complete" (or Substantial Completion) means that the Improvements or Project 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 Improvement or Project element for which no permit was necessary has been Substantially Completed. All deadlines are subject to Unavoidable Delays as defined in paragraph B below. The City's Community Planning and Development Director may, but shall not be required to, consent to extension of the Moving Deadline by up to two (2) months and extension of the Substantial Completion deadline by up to six (6) months. Any additional or longer time extensions will require consent of the City Council.

B. Events triggering termination. If Company does not relocate the Newell Home by the Moving Deadline, or if Company does not Substantially Complete the Improvements or Project by the Substantial Completion deadline, then City may, subject to Unavoidable Delays, terminate this Agreement and City shall then have no further obligation to Company under this Agreement. If the relocation or improvements have commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each an "Unavoidable Delay"), then Company's performance requirements shall be tolled for a period of time equal to the period of Unavoidable Delay. If City terminates this Agreement, then 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, City may seek or pursue any claims or remedies that is available to it under this Agreement or law.

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

6. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to the Improvements or Project:

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

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested

by City, as to the actual progress of Company with respect to construction of the Improvements.

C. During moving of the Homes and 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 such activities.

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.

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

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

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

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

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

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

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

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the

articles of organization or operating agreement of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

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

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.

9. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "City Indemnified Parties") from, covenants and agrees that the City Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the City Indemnified Parties against, any claim, demand, suit, action or other proceeding of any type or nature whatsoever by any person or entity whatsoever in connection with or arising from this Agreement, the Improvements or Project, or any aspect thereof, such as the Newell Property, Newell Home, or Parcel No. 8913-27-461-015. The foregoing shall be applicable as between and among the City Indemnified Parties and Company, its directors, officers, employees, and contractors or agents, except under circumstances when the claim, demand, suit, action or other proceeding is the result of any willful misrepresentation or willful misconduct of a City Indemnified Party, and except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce Company's rights under this Agreement.

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

10. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of any and all procedures, hearings and approvals deemed necessary by City or its legal counsel in order to effectuate the objects and purposes of this Agreement, including but not limited to, an amendment of any relevant or applicable urban renewal plan, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type

provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

11. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer any interest it currently has or acquires with respect to Parcel No. 8913-27-461-015 prior to completion of the Improvements or Project, whether in whole or in part, to any other person or entity without the prior written consent of City. 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, Company may mortgage the Property to a lender as security for financing of the Improvements or Project, but for no other purpose

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

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

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

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

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.

13. **Remedies.**

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

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, or Company may terminate this Agreement. 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.

D. 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.

14. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this

Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

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

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

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

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

(b) if to Company, at 515 2nd Street, Evansdale, Iowa 50707, Attention: Seth Engelbrecht.

Delivery of notice shall be deemed to be completed: (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 confirmation from that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

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

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

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

21. **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.

22. **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.

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

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

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

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

[signatures on next page]

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

26. **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.

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

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

EIC ENTERPRISES, LLC

By: _____
Seth Engelbrecht
Managing Member

Attest: _____
Kelley Felchle, City Clerk

EXHIBIT "A"

Description of Property

The **Newell Property**, which is Parcel No. 891221126002, locally known as 3280 Newell Street, Waterloo, Iowa, is legally described as The West Half of the Northeast Quarter of Section 21, Township 89 North, Range 12 West of the 5th P.M., Black Hawk County, Iowa, lying northwesterly of the northwesterly right-of-way line of the Chicago & Great Western Railway Company, except the Easterly 200 feet thereof; AND The East Half of the Northwest Quarter of Section 21, Township 89 North, Range 12 West of the 5th P.M., Black Hawk County, Iowa, lying northwesterly of the northwesterly right-of-way line of the Chicago & Great Western Railway Company; EXCEPTING THEREFROM: THAT CERTAIN PARCEL DESCRIBED IN THE PLAT OF SURVEY RECORDED AS DOCUMENT NO. 2024-21216, IN THE OFFICE OF THE COUNTY RECORDER, BLACK HAWK, COUNTY, IA, BEING A PARCEL OF LAND LOCATED IN THEE 1/2 OF THE NW 1/4 AND THEW 1/2 OF THE NE 1/4 NORTH OF THE RAILROAD RIGHT-OF-WAY, OF SECTION 21, TOWNSHIP 89 NORTH, RANGE 12 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 21; THENCE S 89°26'38" E, A DISTANCE OF 680.45 FEET, ALONG THE NORTH LINE OF SAID SECTION 21; THENCE S 00°31'45" W,ADISTANCEOF 1051.99 FEET, TO THENORTHRIGHT-OF-WAYLINEOF THE CHICAGO & GREAT WESTERN RAILROAD; THENCE S 70°26'38" W, A DISTANCE OF 1076.33 FEET, ALONG SAID RAILROAD RIGHT-OF-WAY; THENCE N 12°36'43" E, A DISTANCE OF 985.30 FEET; THENCE N 00°57"14" E, A DISTANCE OF 458.50 FEET, TO THE NORTH LINE OF SAID SECTION 21; THENCE S 89°27'36" E, A DISTANCE OF 120. 77 FEET, ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINING 1,055,769 SQUARE FEET (24.237 ACRES) MORE OR LESS, INCLUDING 26,444 SQUARE FEET (0.607 ACRES) OF ROADWAY EASEMENT.

Parcel No. 8913-27-461-015 is legally described as Lot Nine (9), Block Eleven (11), Home Park Second Addition, Waterloo, Black Hawk County, Iowa.

Prepared by Austin J. McMahon, 222 1st St. E., Independence, IA 319-334-4488

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of this 3 day of November, 2025, by and among EIC Enterprises, 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"), the City is engaged in carrying out urban renewal project activities in an area known as the Northeast Industrial Area Urban Renewal and Development.

B. The City is the owner of a residential home that is located on the property at 3280 Newell Street in Waterloo, Iowa, said property's legal description being set forth in Exhibit A. The Company is willing and able to finance and undertake the relocation of said residential home to Parcel No. 8913-27-461-015, said property's legal description being set forth in Exhibit A, and to bring the residential home to a finished state on said property.

C. City considers development and 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 the same. City believes that such development is in the vital and best interests of the City and is in accordance with the public purposes and provisions of applicable State and local laws and requirements.

AGREEMENT

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

1. **Condition Precedent.** A condition precedent to any obligations of the City under this Agreement are contingent upon the Company acquiring ownership of Parcel No. 8913-27-461-015.

2. **Improvements by Company.** The City is the owner of the real property locally known as 3280 Newell Street, Waterloo, Iowa (the "Newell Property") upon which is located a single-family residential dwelling or home ("the Newell Home"). Company shall relocate the Newell Home to the Parcel No. 8913-27-461-015 and shall renovate and improve the Newell Home and Parcel No. 8913-27-461-015 to a finished state suitable for single-family residential purposes, including but not limited to, sidewalk and parking, the removal of all debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (all of which, including relocation, are referred to collectively referred to as the "Improvements" or "Project"). Except for acting reasonably to remove its own equipment, property, and debris, the Company shall not be responsible for any further activities on the Newell Property and the City will be responsible for the removal or disposal of any remaining parts or components of the Newell Home on the Newell Property.

The City makes no warranty or representation of any kind as to the condition of the Newell Home, the Newell Property, or Parcel No. 8913-27-461-015. The City shall have no obligation to inspect or prepare the Newell Home, the Newell Property, or Parcel No. 8913-27-461-015.

Company agrees that its activities and the Improvements shall be performed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal laws and regulations, including building codes. City may require that Company submit specific designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Improvements and all preparation and development-related activities as contemplated by this Agreement are also referred to as the "Improvements" or "Project."

3. **City Assistance.** The City agrees to make a $5,000.00 infill housing incentive grant to Company upon its successful performance of its obligations under this Agreement. Payment shall be made within sixty (60) days after Company has Substantially Completed the Improvements.

4. **Timeliness; Deadlines.** The parties agree that Company's commitment to undertake the Project and to make 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. Company shall obtain all necessary permits or licenses and relocate the Newell Home within six (6) months of the date of this Agreement ("Moving Deadline") and must Substantially Complete the Improvements or Project within fourteen (14) months of the date of this Agreement. The term "Substantially Complete" (or Substantial Completion) means that the Improvements or Project 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 Improvement or Project element for which no permit was necessary has been Substantially Completed. All deadlines are subject to Unavoidable Delays as defined in paragraph B below. The City's Community Planning and Development Director may, but shall not be required to, consent to extension of the Moving Deadline by up to two (2) months and extension of the Substantial Completion deadline by up to six (6) months. Any additional or longer time extensions will require consent of the City Council.

B. Events triggering termination. If Company does not relocate the Newell Home by the Moving Deadline, or if Company does not Substantially Complete the Improvements or Project by the Substantial Completion deadline, then City may, subject to Unavoidable Delays, terminate this Agreement and City shall then have no further obligation to Company under this Agreement. If the relocation or improvements have commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each an "Unavoidable Delay"), then Company's performance requirements shall be tolled for a period of time equal to the period of Unavoidable Delay. If City terminates this Agreement, then 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, City may seek or pursue any claims or remedies that is available to it under this Agreement or law.

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

6. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to the Improvements or Project:

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

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested

by City, as to the actual progress of Company with respect to construction of the Improvements.

C. During moving of the Homes and 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 such activities.

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.

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

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

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

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

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

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

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

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the

articles of organization or operating agreement of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

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.

9. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "City Indemnified Parties") from, covenants and agrees that the City Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the City Indemnified Parties against, any claim, demand, suit, action or other proceeding of any type or nature whatsoever by any person or entity whatsoever in connection with or arising from this Agreement, the Improvements or Project, or any aspect thereof, such as the Newell Property, Newell Home, or Parcel No. 8913-27-461-015. The foregoing shall be applicable as between and among the City Indemnified Parties and Company, its directors, officers, employees, and contractors or agents, except under circumstances when the claim, demand, suit, action or other proceeding is the result of any willful misrepresentation or willful misconduct of a City Indemnified Party, and except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce Company's rights under this Agreement.

B. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of any and all procedures, hearings and approvals deemed necessary by City or its legal counsel in order to effectuate the objects and purposes of this Agreement, including but not limited to, an amendment of any relevant or applicable urban renewal plan, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type

provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

11. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer any interest it currently has or acquires with respect to Parcel No. 8913-27-461-015 prior to completion of the Improvements or Project, whether in whole or in part, to any other person or entity without the prior written consent of City. 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, Company may mortgage the Property to a lender as security for financing of the Improvements or Project, but for no other purpose

12. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, any part of the Property, or this Agreement, without the prior written consent of City;

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against any of the Property before the Improvements are Substantially Completed;

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.

13. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company, including but not limited to, any and all financial grants, incentives, or benefits.

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, or Company may terminate this Agreement. 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.

D. 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.

14. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this

Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

15. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

16. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

17. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 515 2nd Street, Evansdale, Iowa 50707, Attention: Seth Engelbrecht.

Delivery of notice shall be deemed to be completed: (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 confirmation from that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

18. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

19. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

20. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

21. **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.

22. **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.

23. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

25. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

26. **Time of Essence.** Time is of the essence of this Agreement.

[signatures on next page]

25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

26. **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.

27. **Time of Essence.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

EIC ENTERPRISES, LLC

By: _____
Seth Engelbrecht
Managing Member

EXHIBIT "A"

Description of Property

The **Newell Property**, which is Parcel No. 891221126002, locally known as 3280 Newell Street, Waterloo, Iowa, is legally described as The West Half of the Northeast Quarter of Section 21, Township 89 North, Range 12 West of the 5th P.M., Black Hawk County, Iowa, lying northwesterly of the northwesterly right-of-way line of the Chicago & Great Western Railway Company, except the Easterly 200 feet thereof; AND The East Half of the Northwest Quarter of Section 21, Township 89 North, Range 12 West of the 5th P.M., Black Hawk County, Iowa, lying northwesterly of the northwesterly right-of-way line of the Chicago & Great Western Railway Company; EXCEPTING THEREFROM: THAT CERTAIN PARCEL DESCRIBED IN THE PLAT OF SURVEY RECORDED AS DOCUMENT NO. 2024-21216, IN THE OFFICE OF THE COUNTY RECORDER, BLACK HAWK, COUNTY, IA, BEING A PARCEL OF LAND LOCATED IN THEE 1/2 OF THE NW 1/4 AND THEW 1/2 OF THE NE 1/4 NORTH OF THE RAILROAD RIGHT-OF-WAY, OF SECTION 21, TOWNSHIP 89 NORTH, RANGE 12 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 21; THENCE S 89°26'38" E, A DISTANCE OF 680.45 FEET, ALONG THE NORTH LINE OF SAID SECTION 21; THENCE S 00°31'45" W,ADISTANCEOF 1051.99 FEET, TO THENORTHRIGHT-OF-WAYLINEOF THE CHICAGO & GREAT WESTERN RAILROAD; THENCE S 70°26'38" W, A DISTANCE OF 1076.33 FEET, ALONG SAID RAILROAD RIGHT-OF-WAY; THENCE N 12°36'43" E, A DISTANCE OF 985.30 FEET; THENCE N 00°57"14" E, A DISTANCE OF 458.50 FEET, TO THE NORTH LINE OF SAID SECTION 21; THENCE S 89°27'36" E, A DISTANCE OF 120. 77 FEET, ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINING 1,055,769 SQUARE FEET (24.237 ACRES) MORE OR LESS, INCLUDING 26,444 SQUARE FEET (0.607 ACRES) OF ROADWAY EASEMENT.

Parcel No. 8913-27-461-015 is legally described as Lot Nine (9), Block Eleven (11), Home Park Second Addition, Waterloo, Black Hawk County, Iowa.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving an amendment to the Development Agreement with EIC Enterprises, LLC, to extend the completion deadline of the homes along Chalmers Avenue to October 31, 2026, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

EIC Enterprises, LLC is requesting approval of an Amendment to the Development Agreement dated November 3rd, 2025 to extend the completion deadline of the home to October 31, 2026.

The houses have been moved to the new foundations from the Lafayette site and the garages have been constructed. The properties were impacted by hail, so they are on the contractors list to be completely resided in the next 30 days. The properties went behind schedule due to utility hookups getting pushed back and not having heat over the 2025-2026 winter. Interior work has started. Projected completion is October 2026.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Signed 2nd Amendment EIC Rath
2. EIC-Food Bank 2025 DA

Prepared: Austin J. McMahon, McMahon Law Office, 3356 Kimball Ave, Ste 1000, Waterloo, IA 50702 319-334-4488
Return To: ATTN: Community Planning & Development, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703.

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of _____, 2026 by and between EIC Enterprises, LLC (the "Company"), Northeast Iowa Food Bank, Inc. ("Food Bank"), and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to a certain Development Agreement. dated February 17, 2025, (the "DA"), concerning the development of property as described in the Agreement, and filed in the land records of Black Hawk County as Doc. No. 2025-04511.

B. The parties desire to amend the DA to modify the terms as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Section 5(A) of the DA is hereby amended to strike "October 31, 2025" and replace it with "October 31, 2026" such that the "Completion Deadline" is October 31, 2026.

2. Except as modified herein, the DA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined will have the same meanings herein that are ascribed to them in the DA. This Amendment may be executed in multiple counterparts. The DA and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment to Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

EIC Enterprises, LLC

By: _____
Seth Engelbrecht, Managing Member

2025-04511
RECORDED: 04/07/2025 11:33:49 AM
RECORDING FEE: $72.00
REVENUE TAX: $
COMBINED FEE: $72.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

2

*City of Waterloo

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 Phone (319) 234-5701

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of February 17, 2025, by and among EIC Enterprises, LLC (the "Company"), Northeast Iowa Food Bank, Inc. ("Food Bank"), 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 Rath Urban Renewal and Redevelopment Plan Area (the "Rath URA"), pursuant to the Rath Urban Renewal and Redevelopment Plan (the "Rath Plan"). The Food Bank Properties (defined below) are in the Rath URA.

B. Also in furtherance of the objectives of the Urban Renewal Act, City is engaged in carrying out urban renewal project activities in an area known as the University Avenue Area Renewal and Redevelopment Plan Area (the "University URA"), pursuant to the University Avenue Area Urban Renewal and Redevelopment Plan (the "University Plan"). The Property (defined below) is in the University URA.

C. Company is willing and able to finance and undertake renovation of structures to be moved to properties legally described on Exhibit "A" attached hereto (the "Property") located in the University URA, and to make related improvements.

D. 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

(12)

requirements under which the project has been undertaken and is being assisted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company for the sum of $1.00 (the "Purchase Price") no later than March 31, 2025, subject to City's completion of activities described in Section 4. Conveyance shall be by quit claim deed, subject to: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Property; and (c) restrictions imposed by the City zoning ordinances and other applicable law. The Property is sold in its "AS IS" condition, and 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. If title is 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.** Each of the Homes (defined in Section 3 below) shall be placed upon an existing separate tax parcel. After the Homes are moved onto the Property, Company shall renovate each Home to a finished state for single-family residential purposes and make other improvements to the buildings and grounds, including but not limited to sidewalk and parking, and shall be responsible for removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (renovation, construction and finishing as so described are referred to collectively as the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project."

3. **The Homes.** Food Bank is the owner of properties at 1633 and 1637 Lafayette Street, Waterloo (the "Food Bank Properties"), on which are located two homes (the "Homes"). As of the date on which Company commences work at the Food Bank Properties to move the Homes, the Homes shall be deemed the property of Company. From and after said date, Company shall assume all responsibility and liability related to said Homes, the work of Company and its agents on and about the Food Bank Properties, and the movement of the Homes. To memorialize the transfer of ownership of the Homes, Food Bank and Company may choose to execute a bill of sale or other written instrument. Food Bank agrees that Company shall have the Homes moved from the Food Bank Properties, subject to possible extension as provided in Section 5.A. Food Bank and Company shall cooperate to give Company and its contractors access to the Homes to prepare them for removal, including but not limited to disconnection of utilities. Following removal of the Homes from the Food Bank Properties, City agrees to demolish the foundations, cement pads, sidewalks (except public sidewalks) and other improved features remaining on the Food Bank Properties, remove all debris, bring fill as needed, and level the sites to grade. City makes no warranties with respect to any such work. Company agrees to accept the Homes in their AS-IS condition, free from any representation or warranty by Food Bank or City as to the condition of the Homes or their suitability for any particular purpose.

4. **City Assistance.** In addition to completing the work to be done by City upon the Food Bank Properties, City agrees to make a $10,000.00 infill housing incentive grant to Company for each Home, payable within sixty (60) days after Company has Substantially Completed (defined in Section 5.A below) the Improvements.

5. **Timeliness of Conveyance and Construction; Possibility of Reverter.** The parties agree that Company's commitment to undertake the Project and to make 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. Company must obtain all necessary permits to move the Homes no later than June 1, 2025 (the "Moving Deadline") and must Substantially Complete the Improvements no later than October 31, 2025 (the "Completion Deadline"). For purposes of this Agreement, "Substantially Complete" means that 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 defined in paragraph B below. The City's Community Planning and Development Director may, but shall not be required to, consent to extension of the Moving Deadline by up to two (2) months and extension of the Completion Deadline by up to six (6) months. Any additional or longer time extensions will require consent of the City Council.

B. Events triggering termination and/or reverter of title. If Company does not move the Homes by the Moving Deadline or Substantially Complete the Improvements by the Completion Deadline, subject to Unavoidable Delays, then City may terminate this Agreement as set forth in Section 17, and City shall then have no further obligation to Company under this Agreement. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each an "Unavoidable Delay"), then Company's performance requirements shall be tolled for a period of time equal to the period of Unavoidable Delay. If City terminates this Agreement as provided in Section 17, 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 reconveyance of the Property in addition to exercising any other available remedies.

6. **Reverter of Title; Indemnity.** In the event of any reverter of title pursuant to Section 5, 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. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days of written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed or other documents required by this Section, and for such limited purpose Company does hereby irrevocably constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

7. **No Encumbrances; Limited Exception.** Until the Improvements are Substantially Completed, Company agrees that it shall not create, incur, or suffer to

exist any Liens on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements *and* of which Company notifies City *before* Company executes any such mortgage. Company may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements. *Any other mortgage shall be void.*

8. **Utilities.** Company will be responsible for extending, at its own expense, water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property and for payment of any associated connection fees.

9. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to each phase of Improvements:

A. Company agrees during construction of the Improvements to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements.

C. During moving of the Homes and 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 such activities.

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.

10. **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.

11. **Representations and Warranties of Company.** Company hereby represents and warrants as follows:

A. It is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

B. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

C. This Agreement has been duly and validly authorized, executed and delivered by Company and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or operating agreement of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

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.

12. **Representations and Warranties of Food Bank.** Food Bank hereby represents and warrants as follows:

A. Food Bank 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 Food Bank.

13. **Indemnification and Releases.**

A. Company hereby releases Food Bank, its officers, directors, employees, and agents (collectively, the "FB Indemnified Parties") from, covenants and agrees that the FB Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the FB Indemnified Parties against, any loss or damage to property or any injury to or death of any person (1) occurring at or about the Food Bank Properties in connection with all activities of Company, its employees, contractors and agents, in any way relating to moving the Homes or readying the Homes to be moved, and (2) arising from any feature or condition of a Home. The FB 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 Food Bank Properties, 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 a FB Indemnified Party.

B. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "City Indemnified Parties") from, covenants and agrees that the City Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the City Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property arising after Company's acquisition of the same or resulting from any defect in the Improvements. The City 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 a City Indemnified Party.

C. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of an indemnified party, 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 or Food Bank

to enforce Company's rights under this Agreement), or (2) the acquisition and condition of the Homes or 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.

D. The provisions of this Section shall survive the expiration or termination of this Agreement.

14. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

15. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. 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, 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;

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against any of the Property before the Improvements are Substantially Completed;

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. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination as set forth in this Agreement.

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, or Company may terminate this Agreement. 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. Default by Food Bank. Whenever any Event of Default in respect of Food Bank occurs and is continuing, Company may take such action against Food Bank to require it to specifically perform its obligations hereunder, or Company may terminate this Agreement. Before exercising such remedy, Company shall give 30 days' written notice to Food Bank 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 Food Bank shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

D. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

18. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

19. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

20. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

21. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 515 2nd Street, Evansdale, Iowa 50707, Attention: Seth Engelbrecht.

(c) if to Food Bank, at 1605 Lafayette Street, Waterloo, Iowa 50703, Attention: Executive Director.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

22. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

23. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

24. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

25. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

26. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

27. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

29. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

30. **Time of Essence.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

EIC ENTERPRISES, LLC

By: _____
Seth Engelbrecht
Managing Member

NORTHEAST IOWA FOOD BANK, INC.

By: _____
Barbara Prather
Executive Director

25. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

26. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

27. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

29. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

30. **Time of Essence.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: Quentin Hart
Quentin M. Hart, Mayor

Attest: Kelley Felchle
Kelley Felchle, City Clerk

EIC ENTERPRISES, LLC

By: _____
Seth Engelbrecht
Managing Member

NORTHEAST IOWA FOOD BANK, INC.

By: Barbara Prather
Barbara Prather
Executive Director

EXHIBIT "A"

Legal Description of Property

Lots 6 and 7, Block 16, Downing Place, City of Waterloo, Iowa.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	August 3, 2026

AGENDA ITEM TITLE

Resolution approving the application by the City of Waterloo for the Certified Local Government Grant to receive funding for The Aqua Line: Waterloo Historic Walk project.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Since the City of Waterloo is a Certified Local Government in good standing, the City is able to apply for the annual CLG grant. The Waterloo Historic Preservation Commission is currently collaborating with Main Street Waterloo to develop a walking tour that will highlight historic buildings and sites in and around downtown Waterloo. The project is called the Aqua Line: Waterloo History Walk. The CLG grant does require a match of 40% of the total cost of the project. The match may consist entirely of in-kind contributions, and members of the Historic Commission will be volunteering time to meet the required match.

As a project overview, the Aqua Line: Waterloo History Walk is envisioned as a self-guided walking experience that connects people to Waterloo's past, present, and future through storytelling, historic preservation, placemaking, and wellness. Visitors will follow a distinctive line throughout downtown, stopping at historically significant locations to learn about the people, businesses, architecture, industries, and events that shaped Waterloo into the community it is today.

Using interpretive signage, digital content, photographs, and QR codes, each stop will tell an engaging story while encouraging exploration of nearby businesses, parks, and public spaces.

The project is designed to become a permanent downtown attraction that residents can enjoy year-round while also providing visitors with a unique reason to spend more time exploring Waterloo. Main Street and the Historic Preservation Commission are developing additional details, including a cost estimate.

NEIGHBORHOOD IMPACT

The History Walk is expected to provide long-term benefits including:

- Preservation of local history
- Increased heritage tourism
- Greater appreciation of Waterloo's historic assets
- Increased downtown foot traffic
- Educational opportunities for schools and families
- Enhanced placemaking and community identity
- Support for downtown economic development
- Improved quality of life through recreation and wellness

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Grant and in-kind contributions

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Memo for History Walk Grant Application

MEMORANDUM

To: City of Waterloo
From: Historic Preservation Commission
Date: 7/22/2026
Subject: Request for Authorization to Apply for a Certified Local Government (CLG) Grant – *The Aqua Line: Waterloo History Walk*

The Historic Preservation Commission respectfully requests City Council authorization to apply for a Certified Local Government (CLG) Grant to support the planning and development of The Aqua Line: Waterloo History Walk.

The grant application deadline is August 31, 2026. Because Waterloo is a Certified Local Government, applications for this funding must be submitted through the Historic Preservation Commission.

If awarded, the grant will provide funding for the planning, research, educational development, and implementation planning necessary to create a history walk celebrating Waterloo's unique heritage while encouraging residents and visitors to explore downtown on foot.

Project Overview

The Aqua Line: Waterloo History Walk is envisioned as a self-guided walking experience that connects people to Waterloo's past, present, and future through storytelling, historic preservation, placemaking, and wellness.

Visitors will follow a distinctive line throughout downtown, stopping at historically significant locations to learn about the people, businesses, architecture, industries, and events that shaped Waterloo into the community it is today.

Using interpretive signage, digital content, photographs, and QR codes, each stop will tell an engaging story while encouraging exploration of nearby businesses, parks, and public spaces.

The project is designed to become a permanent downtown attraction that residents can enjoy year-round while also providing visitors with a unique reason to spend more time exploring Waterloo.

Project Theme

The Aqua Line: Waterloo History Walk
Follow the Line. Discover the Story.

Inspiration

Communities across Iowa and the Midwest are finding innovative ways to share their history beyond traditional museums. Interactive walking tours have become valuable tools for:

- Preserving local stories
- Enhancing tourism
- Supporting downtown revitalization
- Encouraging healthy lifestyles
- Creating authentic visitor experiences

Downtown Waterloo possesses an extraordinary collection of historic buildings, riverfront assets, public spaces, and stories that deserve to be shared in a way that is accessible, engaging, and interactive.

Rather than simply identifying historic buildings, this project will tell the stories behind them, the entrepreneurs, families, industries, innovations, and events that helped shape Waterloo over generations.

The project also aligns with Waterloo's continued investment in downtown revitalization by highlighting existing assets while encouraging residents and visitors to experience downtown in a new way.

Project Goals

The History Walk has several interconnected goals that support both historic preservation and community development.

- Preserve Waterloo’s History: Research, document, and share the stories that have defined Waterloo's growth while preserving community knowledge for future generations.
- Educate Residents and Visitors: Create engaging educational experiences that make local history accessible to all ages through interpretive signage, digital storytelling, and self-guided exploration.
- Promote Historic Preservation: Increase awareness of Waterloo's historic resources and demonstrate the importance of preserving the buildings, places, and stories that define our community identity.
- Encourage Healthy Living: Promote walking and outdoor activity by creating an attractive destination that encourages residents and visitors to explore downtown on foot.
- Support Downtown Businesses: Increase foot traffic throughout downtown by encouraging participants to visit restaurants, retail shops, attractions, and public spaces along the route.
- Strengthen Tourism: Develop a unique attraction that complements existing downtown events and encourages visitors to extend their stay while learning about Waterloo's rich history.
- Celebrate Waterloo’s Story: Highlight not only Waterloo's past but also its ongoing transformation, demonstrating how history continues to shape the city's future.

Proposed Grant Scope

The proposed CLG Grant application will focus on the educational piece of the project rather than implementation alone.

Funding would support activities including:

- Historical research and documentation
- Identification and selection of History Walk locations
- Story development and interpretive planning
- Educational content creation
- Route planning and visitor experience design
- Graphic design concepts and branding
- QR code and digital content planning
- Implementation planning
- Preservation planning associated with historic resources
- Community engagement and stakeholder collaboration

This work aligns closely with eligible CLG grant categories, including:

- Education Projects
- Planning for Preservation
- Planning and Predevelopment Projects

Completing this planning phase will position the City and its partners to pursue additional implementation funding and ensure the History Walk is based on thorough research and best practices in historic interpretation.

Community Partnerships

The History Walk will be developed through collaboration among numerous community partners, including:

- Historic Preservation Commission
- Main Street Waterloo
- City of Waterloo
- Black Hawk County Historical Society
- Grout Museum District
- Downtown property owners
- Local historians
- Educational institutions
- Community volunteers

This collaborative approach will ensure the project reflects Waterloo's diverse history while creating a resource the entire community can take pride in.

Community Benefits

The History Walk is expected to provide long-term benefits including:

- Preservation of local history
- Increased heritage tourism
- Greater appreciation of Waterloo's historic assets
- Increased downtown foot traffic
- Educational opportunities for schools and families
- Enhanced placemaking and community identity
- Support for downtown economic development
- Improved quality of life through recreation and wellness

Recommendation

The Historic Preservation Commission respectfully requests that the City Council authorize the Commission to submit an application for a Certified Local Government (CLG) Grant by the August 31, 2026 deadline to support the planning, research, educational development, and implementation planning of The Aqua Line: Waterloo History Walk.

This grant represents an important opportunity to leverage outside funding to preserve Waterloo's history, enhance downtown vitality, and create a lasting community asset that residents and visitors will enjoy for years to come.

Respectfully submitted,
City of Waterloo’s Historic Preservation Commission

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	August 3, 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

Bill Beck, Fire Chief
Fire Rescue Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with Backes Commercial Auctioneers to sell obsolete Fire/Rescue equipment, and authorizing the Fire Chief 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

None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution accepting FAA AIP Grant No. 3-19-0094-059-2026, in the amount of $3,715,425.00, in conjunction with the Rehab (Mill and Asphalt Overlay) Partial Runway 18/36 Project; Rehab (Mill and Concrete Overlay) Partial Runway 18-36 (Approx. 81% of the Project), and authorizing the Mayor and City Attorney to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

There are two grants being issued by the FAA covering the Rehabilitate Runway 18-36 Project. This grant consists of the IIJA funding available to ALO and covers approximately 81% of the project. Grant No. 3-19-0094-060-2026 consists of the entitlement funding available to ALO for the current fiscal year, and covers the remaining 19% of the project.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

FAA AIP 95%
PFC Revenue/Airport 5%

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. ALO-CEG-3-19-0094-059-2026-Grant Agreement - unsigned

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Central Region
Iowa, Kansas,
Missouri, Nebraska

FAA ACE-600
1100 Main St. Suite 800
Kansas City, MO 64105

Mr. Steven Kjergaard
Director of Aviation
Waterloo Regional Airport
2790 Livingston Lane
Waterloo, IA 50703

Dear Mr. Kjergaard:

The Grant Offer for Project No. 3-19-0094-059-2026 at Waterloo Regional is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process.
6. Signatures must be obtained and finalized no later than
7. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report, within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

***FAA Contact Information*.** Ryan DaMetz, Ph: (816) 329-2628, Email: ryan.m.dametz@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Rodney N. Joel

Rodney N. Joel

Director, Central Region Airports Division

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

Airport Infrastructure Grant

Part I - Offer

Federal Award Offer Date

Airport/Planning Area **Waterloo Regional**

Airport Grant Number **3-19-0094-059-2026**

Unique Entity Identifier **D571YPMNW8E5**

TO: **City of Waterloo, Iowa, Iowa**

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated **June 02, 2026,** for a grant of federal funds for a project at or associated with the **Waterloo Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Waterloo Regional Airport** (herein called the "Project") consisting of the following:

Rehabilitate (Mill and Asphalt Overlay) Partial Runway 18-36 (800 Ft. x 150 Ft.); Rehabilitate (Mill and Concrete Overlay) Partial Runway 18-36 (1,050 Ft. x 150 Ft.); (Approx. 81% of the Project)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L.

117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five Percent (95%) of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$3,715,425.00.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $0 for planning

   $3,715,425.00 for airport development or noise program implementation; and,

   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this Grant Agreement.

   b. Budget Period:

      i. For a single year Grant Offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year Grant Offer, per the authority provided in 49 U.S.C. § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year Grant Offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 U.S.C. § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as requested by the agreement;

3. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

4. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
5. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

6. The recipient requests that the FAA terminate the agreement under this section; or
7. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 U.S.C. § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 U.S.C. Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this Grant Agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal Grant Agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its

information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique Entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

i. 15 percent; or

ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47109, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

a. PRIVATE SPONSORS. When the Period of Performance has ended, the sponsor must provide a copy of an audit of this award prepared in accordance with federal audit requirements to the applicable Airports District Office or Regional Office.

A sponsor expending less than $1,000,000 in federal awards and exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

b. PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

   ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

   i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

   i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

      a) Severe forms of trafficking in persons;

      b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      c) The use of forced labor in the performance of this grant; or any subaward; or

      d) Acts that directly support or advance trafficking in persons, including the following acts:

         1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

         2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph (2)(a) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph(ii)(a) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient is a private entity under this award:

a) is determined to have violated a prohibition in paragraph (2)(a) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs (2)(b) or (3)(a) of this grant, implements the requirements of 22 U.S.C. chapter 78, and is in

addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph (2)(a) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **June 01, 2026,** is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain

telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        (1) Additional conditions on the award;

        (2) Consistent with 49 U.S.C Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed

costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

(3) Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

33. Project Containing Paving Work in Excess of $500,000. The sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:

1. The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

4. Qualifications of engineering supervision and construction inspection personnel;

5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented

and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

34. Protection of Runway Protection Zone - Airport Property. The sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the sponsor unless approved by the FAA.

35. Protection of Runway Protection Zone - Easement. The sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

36. Plans and Specifications Approval Based Upon Certification. The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

37. Buy American Executive Orders. The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

38. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

39. Construction Safety Phasing Plan. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Rodney N. Joel

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Waterloo, Iowa

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __[Iowa)____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**Waterloo Regional Airport**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 02, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution accepting FAA AIP Grant No. 3-19-0094-060-2026, in the amount of $881,853.00, in conjunction with the Rehab (Mill and Asphalt Overlay) Partial Runway 18-36 Project; Rehab (Mill and Concrete Overlay) Partial Runway 18-36 (Approx. 19% of the Project), and authorizing the Mayor and City Attorney to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

There are two grants being issued by the FAA covering the Rehabilitate Runway 18-36 Project. This grant consists of the remaining entitlement funding available to ALO for the current fiscal year and covers approximately 19% of the project. Grant No. 3-19-0094-059-2026 consists of the IIJA funding available to ALO, and covers approximately 81% of the project.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

FAA AIP: 95%
PFC Revenue/Airport: 5%

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. ALO-CEG-3-19-0094-060-2026-Grant Agreement - unsigned

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Central Region
Iowa, Kansas,
Missouri, Nebraska

FAA ACE-600
1100 Main St. Suite 800
Kansas City, MO 64105

Mr. Steven Kjergaard
Director of Aviation
Waterloo Regional Airport
2790 Livingston Lane
Waterloo, IA 50703

Dear Mr. Kjergaard:

The Grant Offer for Project No. 3-19-0094-060-2026 at Waterloo Regional is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process.
6. Signatures must be obtained and finalized no later than
7. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report, within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

***FAA Contact Information*.** Ryan DaMetz, Ph: (816) 329-2628, Email: ryan.m.dametz@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Rodney N. Joel

Rodney N. Joel

Director, Central Region Airports Division

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

Airport Improvement Grant

Part I - Offer

Federal Award Offer Date

Airport/Planning Area **Waterloo Regional**

Airport Grant Number **3-19-0094-060-2026**

Unique Entity Identifier **D571YPMNW8E5**

TO: **City of Waterloo, Iowa, Iowa**

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated **June 02, 2026,** for a grant of federal funds for a project at or associated with the **Waterloo Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Waterloo Regional Airport** (herein called the "Project") consisting of the following:

Rehabilitate (Mill and Asphalt Overlay) Partial Runway 18-36 (800 Ft. x 150 Ft.); Rehabilitate (Mill and Concrete Overlay) Partial Runway 18-36 (1,050 Ft. x 150 Ft.); (Approx. 19% of the Project)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five Percent (95%) of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$881,853.00.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

   $0 for planning

   $881,853.00 for airport development or noise program implementation; and,

   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this Grant Agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

3. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

4. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
5. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

6. The recipient requests that the FAA terminate the agreement under this section; or
7. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

8. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

9. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

10. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

11. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

12. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

13. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before , or such subsequent date as may be prescribed in writing by the FAA.

14. **Improper Use of Federal Funds and Mandatory Disclosure.**

    a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this Grant Agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal Grant Agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

    b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

15. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

16. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its

information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique Entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

17. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

18. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

19. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

20. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

21. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

22. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

23. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

i. 15 percent; or

ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

24. **Audits for Sponsors.**

a. PRIVATE SPONSORS. When the Period of Performance has ended, the sponsor must provide a copy of an audit of this award prepared in accordance with federal audit requirements to the applicable Airports District Office or Regional Office.

A sponsor expending less than $1,000,000 in federal awards and exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

b. PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

25. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

26. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

27. **Trafficking in Persons.**

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP)of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this award:

a) is determined to have violated a prohibition in paragraph (2)(a) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs (2)(b) or (3)(a) of this grant, implements the requirements of 22 USC chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph (2)(a) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

28. **Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

29. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **June 01, 2026,** is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

30. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

31. **Co-Sponsor.** The co-sponsors, if any, understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

32. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

33. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

34. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

35. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

36. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

(1) Additional conditions on the award;

(2) Consistent with 49 U.S.C Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

(3) Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

37. **Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

38. **Pavement Maintenance Management Program.** The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

39. **Project Containing Paving Work in Excess of $500,000.** The sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:

1. The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

4. Qualifications of engineering supervision and construction inspection personnel;

5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

40. **Protection of Runway Protection Zone - Airport Property.** The sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the sponsor unless approved by the FAA.

41. **Protection of Runway Protection Zone - Easement.** The sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

42. **Plans and Specifications Approval Based Upon Certification.** The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

43. **Buy American Executive Orders.** The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

44. **Usable Unit of Development**. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

45. **Construction Safety Phasing Plan**. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to

the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Rodney N. Joel

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Waterloo, Iowa

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __[Iowa)____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**Waterloo Regional Airport**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 02, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving an agreement with MidAmerican Energy Company, of Des Moines, Iowa, in the amount of $187,921.36, for the installation of streetlights on Katoski Drive and Greenhill Road, in conjunction with the Huntington Road. and Katoski Drive Reconstruction, Contract No. 1123, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is to install street lights at two of the new roundabouts being built on Katoski Drive.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Greenhill To Downing Lighting Agreement

MidAmerican Energy
Attn: Peter Johnson - DMCC
PO Box 657
Des Moines, IA 50306

6/24/2026

City of Waterloo - Katoski Recon Phase 1
Attention: Jamie Knutson
Jamie.Knutson@waterloo-ia.org

Dear Jamie:

Enclosed is our streetlight proposal for Katoski Recon Phase 1, on Katoski Dr and Greenhill Rd, Waterloo IA. MX: 6186271

This proposal includes the installation of streetlights on:

Katoski Dr & Greenhill Rd

We Propose To:

Install:	**12**	150W	LED streetlights on 34 ft galvanized steel poles

Install:	**12**	250W	LED streetlights on 34 ft galvanized steel poles

The cost for MidAmerican Energy Company to install these streetlights is $**187,921.36.** Payment is required before installation can begin.

These lights will be installed on steel poles and served by underground conductors, but will be billed to the city at the wood pole, overhead rate because the developer has agreed to pay the streetlight facilities charge.

MidAmerican Energy Company's street light proposal is based on the approved street light analysis provided by the City. MidAmerican Energy Company will install the lights based on the staked locations provided in the field by the customer.

Pursuant to MidAmerican's tariff, the Applicant is required to pay actual permit fees. Permit fees may not be offset by Revenue Credit and are to be paid regardless of whether the applicant is required to pay a Refundable Advance or a Nonrefundable Contribution. If a permit is required for design approval and the local government agency requests a modification of the proposed design, any additional cost incurred will be paid by the applicant and conversely if the modification results in a lower cost a refund will be issued.

MidAmerican Energy
Attn: Peter Johnson - DMCC
PO Box 657
Des Moines, IA 50306

If the estimated cost of construction is over $100,000, Applicant is required by tariff to pay actual costs upon completion of the work, which could result in an additional charge or a refund to the Applicant.

If this proposal is satisfactory, please sign and return one (1) copy to me. MidAmerican Energy Company will release the work for scheduling upon receipt of the signed proposal, payment of $187,921.36, and site readiness. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided.

Sincerely,
MidAmerican Energy Company

Peter Johnson
Customer Project Coordinator

Enclosures: Design Maps

Accepted By: _____

Date: _____ Date Service Required: _____

SHEET 1

KATOSKI STREETLIGHTS PHASE 1

93-2-2852

PROJECT NOTES

- ALL SECONDARY ENCLOSURES TO BE SEC210 WITH (3) 4-PORT CONNECTORS, UNLESS NOTED OTHERWISE.
- ALL STREETLIGHT POLES ARE 34FT GALVANIZED STEEL.
- ALL STEEL POLES AND STREETLIGHTS MUST BE GROUNDED.
- ALL 250W STREETLIGHTS TO BE MOUNTED ON 8FT ARMS.
- ALL 150W STREETLIGHTS TO BE MOUNTED ON 6FT ARMS.
- ALL SECONDARY CONDUCTOR WILL BE 1.25" #4 DPX CABLE-IN-CONDUIT, UNLESS NOTED OTHERWISE.

HOFFMAN & HOFFMAN QUANTITIES:

- 39-10028484 - 215 FT - 2.5" SCH 40 HDPE CONDUIT
- 39-10024911 - 2 EA - 2.5" 90° FIBERGLASS SWEEP
- 26-10006944 - 4,116 FT - 1.25" #4 DPX CABLE IN CONDUIT
- 32-10016747 - 27 EA - SEC210 SECONDARY ENCLOSURE
- 32-10014781 - 1 EA - SEC200 SECONDARY ENCLOSURE

250W TYPE II STREETLIGHT
• LOOP FEED FUSE & 8FT ARM

250W TYPE II STREETLIGHT
• LOOP FEED FUSE & 8FT ARM

250W TYPE II STREETLIGHT
• RADIAL FEED FUSE & 8FT ARM

250W TYPE II STREETLIGHT
• RADIAL FEED FUSE & 8FT ARM

250W TYPE II STREETLIGHT
• LOOP FEED FUSE & 8FT ARM

250W TYPE II STREETLIGHT
• RADIAL FEED FUSE & 8FT ARM

250W TYPE II STREETLIGHT
• LOOP FEED FUSE & 8FT ARM

INSTALL SEC200 SE
• (3) 6-PORT CONNECTORS

250W TYPE II STREETLIGHT
• LOOP FEED FUSE & 8FT ARM

INSTALL 2" U-GUARD
W/ CONDUIT ADPATER

HOFFMAN & HOFFMAN
• BORE 215FT OF 2.5" CONDUIT
• (2) 2.5" 90° FIBERGLASS SWEEPS

PULL 215FT OF 4/0 UG
TPX FROM POLE TO SE

150W TYPE II STREETLIGHT
• LOOP FEED FUSE & 6FT ARM

GREENHILL RD

S HACKETT RD

KATOSKI DR

SAGER AVE

795 ACSR (336 ACSR 18/1)

336.4 ACSR 18/1 (3/0 ACSR)

1/0 ACSR 6/1 (1/0 ACSR 6/1)

1/0 AL JACKETED

4 ACSR (4 ACSR)

UNMETERED LIGHTS

TRLT

MIDAMERICAN ENERGY COMPANY	Cust:	WMS_REV:6186271-1	DISCLAIMER OF LIABILITY
	Addr: 1350 KATOSKI DR	Date: 3/3/2026	NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.
Crew HQ:WAT	City: WATERLOO	Scale: 1 IN = 1200 FT	
	X = 1937653 Y = 912443	Designer: Matthew Buenger	
Job Desc: MEC LIGHT POLE - KATOSKI RECON PH1 - CITY OF WATERLOO			

SHEET 2

KATOSKI STREETLIGHTS PHASE 1

93-2-2852

PROJECT NOTES:

- ALL SECONDARY ENCLOSURES TO BE SEC210 WITH (3) 4-PORT CONNECTORS, UNLESS NOTED OTHERWISE.
- ALL STREETLIGHT POLES ARE 34FT GALVANIZED STEEL.
- ALL STEEL POLES AND STREETLIGHTS MUST BE GROUNDED.
- ALL 250W STREETLIGHTS TO BE MOUNTED ON 8FT ARMS.
- ALL 150W STREETLIGHTS TO BE MOUNTED ON 6FT ARMS.
- ALL SECONDARY CONDUCTOR WILL BE 1.25" #4 DPX CABLE-IN-CONDUIT, UNLESS NOTED OTHERWISE.

150W TYPE II STREETLIGHT
• LOOP FEED FUSE & 6FT ARM

150W TYPE II STREETLIGHT
• RADIAL FEED FUSE & 6FT ARM

150W TYPE II STREETLIGHT
• RADIAL FEED FUSE & 6FT ARM

150W TYPE II STREETLIGHT
• LOOP FEED FUSE & 6FT ARM

150W TYPE II STREETLIGHT
• LOOP FEED FUSE & 6FT ARM

150W TYPE II STREETLIGHT
• LOOP FEED FUSE & 6FT ARM

INSTALL 1" U-GUARD
W/ CONDUIT ADAPTER

150W TYPE II STREETLIGHT
• RADIAL FEED FUSE & 6FT ARM

KATOSKI DR
S HACKETT RD
DELORIS DR
DOWNING AVE

795 ACSR (336 ACSR 18/1)
4 ACSR (4 ACSR)
795 AA 37W (336 ACSR 18/1)
336.4 ACSR 18/1 (3/0 ACSR 6/1)
1/0 ACSR (1/0 ACSR)
1/0 AL PARA 93-2-2852
93-2-2852 1/0 AL PARA
93-2-2852
93-2-2851
93-6-083
93-6-084
93-6-085

05PE0440
05PE0441
05F05119 140T
05F05120 140T
05F06015 15T
0849 25
1149 25
25

OPEN
OPEN

SGEN-17441 SWGEN-17441 SECONDARY 7
SGEN-15000 SWGEN-15000 SECONDARY 0
SGEN-14820 SWGEN-14820 SECONDARY 3

205FT 150FT 65FT 180FT 50FT 180FT 55FT 130FT 95FT 65FT 105FT 120FT 75FT 40T

1202 1205 1208 1211 1214 1215 1218 1221 1223 1224 1227 1229 1230 1233 1236 1239 1242 1245 1246 1251 1252 1257 1258 1263 1264 1269 1270 1275 1281 1285 1286 1287 1291 1297 1310 1350 2215 2219 2205 2129 2123

MIDAMERICAN ENERGY COMPANY

Cust:
Addr: 1350 KATOSKI DR
City: WATERLOO
Crew HQ: WAT
X = 1937653 Y = 912443

WMS_REV:6186271-1
Date: 3/3/2026
Scale: 1 IN = 1200 FT
Designer: Matthew Buenger

Job Desc: MEC LIGHT POLE - KATOSKI RECON PH1 - CITY OF WATERLOO

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Rob Duncan, Chief of Police
Police Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution to approve a ten-year Procurement Contract for body/in-car cameras, DFR, Tasers and digital evidence management system with Axon Enterprise, Inc., in the amount of $6,567,660.53, 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. Waterloo PD (IA) - Final contract

2. Waterloo_PPT_6-8-2026
3. OSP 10 Premium Program Card
4. Drones as First Responder Executive Briefing
5. 2026 DFR Patrol Bundle Feature-to-Value Card
6. Skydio R10 Drone
7. Skydio X10 Spec Sheet

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-869541-46212JD

Issued: 07/09/2026

Quote Expiration: 09/28/2026

Estimated Contract Start Date: 03/01/2027

Account Number: 128219

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Waterloo Police Dept. - IA 715 Mulberry St Waterloo, IA 50703-5714 USA	Waterloo Police Dept. - IA 715 Mulberry St Waterloo IA 50703-5714 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jason Askelson Phone: Email: jaskelson@axon.com Fax:	Aaron McClelland Phone: 3192914340 Email: mcclellanda@waterloopolice.com Fax:

Quote Summary

Program Length	124 Months
TOTAL COST	$6,567,660.53
ESTIMATED TOTAL W/ TAX	$6,567,660.53

Discount Summary

Average Savings Per Year	$1,090,464.74
TOTAL SAVINGS	$11,268,135.60

Payment Summary

Date	Subtotal	Tax	Total
Jun 2027	$649,908.26	$0.00	$649,908.26
Jun 2028	$657,528.03	$0.00	$657,528.03
Jun 2029	$657,528.03	$0.00	$657,528.03
Jun 2030	$657,528.03	$0.00	$657,528.03
Jun 2031	$657,528.03	$0.00	$657,528.03
Jun 2032	$657,528.03	$0.00	$657,528.03
Jun 2033	$657,528.03	$0.00	$657,528.03
Jun 2034	$657,528.03	$0.00	$657,528.03
Jun 2035	$657,528.03	$0.00	$657,528.03
Jun 2036	$657,528.03	$0.00	$657,528.03
Total	**$6,567,660.53**	**$0.00**	**$6,567,660.53**

Quote Unbundled Price:	**$17,787,307.56**
Quote List Price:	**$9,737,187.96**
Quote Subtotal:	**$6,567,660.53**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	1		$1.00	($250,508.65)	($250,508.65)	$0.00	($250,508.65)
100552	TRANSFER BALANCE - GOODS	1	1		$1.00	($2,660.96)	($2,660.96)	$0.00	($2,660.96)
B00099	UNLIMITED PREMIUM WITH VR PLAN	135	60	$864.53	$341.23	$262.84	$2,129,034.18	$0.00	$2,129,034.18
C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	135	60	$46.84	$65.00	$35.84	$290,304.00	$0.00	$290,304.00
Fleet3ARenewal10Yr	Fleet 3 Advanced Renewal 10yr	34	120	$251.41	$186.09	$186.09	$759,247.20	$0.00	$759,247.20
M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	60	$856.61	$400.81	$294.46	$2,385,103.21	$0.00	$2,385,103.21
A la Carte Hardware									
20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	1		$5,158.44	$0.00	$0.00	$0.00	$0.00
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	1		$64.00	$64.00	$512.00	$0.00	$512.00
102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	1		$324.00	$324.00	$972.00	$0.00	$972.00
102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	1		$339.00	$339.00	$1,017.00	$0.00	$1,017.00
102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	1		$351.00	$351.00	$1,053.00	$0.00	$1,053.00
74116	AXON INTERVIEW - COVERT ENCLOSURE	8	1		$110.00	$110.00	$880.00	$0.00	$880.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	1		$209.00	$209.00	$1,672.00	$0.00	$1,672.00
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	1		$356.00	$356.00	$2,848.00	$0.00	$2,848.00
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	1		$700.00	$700.00	$5,600.00	$0.00	$5,600.00
101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	1		$5,499.00	$5,499.00	$16,497.00	$0.00	$16,497.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	8	1		$2,532.00	$2,532.00	$20,256.00	$0.00	$20,256.00
20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	1		$5,158.44	$5,158.44	$696,389.40	$0.00	$696,389.40
H00002	AB4 Multi Bay Dock Bundle	19			$1,638.90	$0.00	$0.00	$0.00	$0.00
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	135			$1,049.00	$0.00	$0.00	$0.00	$0.00
A00031	AXON AIR R10 TEAM KIT BUNDLE	1	120		$51,020.91	$827.70	$99,324.00	$0.00	$99,324.00
A la Carte Software									
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	4	4		$25.00	$0.00	$0.00	$0.00	$0.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	139	4		$30.00	$0.00	$0.00	$0.00	$0.00
101180	AXON TASER - DATA SCIENCE PROGRAM	135	4		$1.00	$0.00	$0.00	$0.00	$0.00
20370	AXON VR - USER ACCESS - FULL VR	135	4		$24.00	$0.00	$0.00	$0.00	$0.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	135	4		$25.00	$0.00	$0.00	$0.00	$0.00
73739	AXON PERFORMANCE - LICENSE	135	4		$10.00	$0.00	$0.00	$0.00	$0.00
102610	AXON COMMUNITY LINK	135	4		$15.00	$0.00	$0.00	$0.00	$0.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	135	4		$10.00	$0.00	$0.00	$0.00	$0.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	135	4		$10.00	$0.00	$0.00	$0.00	$0.00
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	1		$1,750.00	$1,750.00	$3,500.00	$0.00	$3,500.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		$32.98	$32.98	$3,957.60	$0.00	$3,957.60
50043	AXON INTERVIEW - STREAMING SERVER	2	60		$32.98	$32.98	$3,957.60	$0.00	$3,957.60

	MAINTENANCE - PER SERVER							
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	1	$1,500.00	$1,500.00	$12,000.00	$0.00	$12,000.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	60	$28.21	$28.21	$13,540.80	$0.00	$13,540.80
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	60	$28.21	$28.21	$13,540.80	$0.00	$13,540.80
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	60	$111.75	$111.75	$53,640.00	$0.00	$53,640.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	60	$111.75	$111.75	$53,640.00	$0.00	$53,640.00
ProLicense	Pro License Bundle	139	4	$45.00	$0.00	$0.00	$0.00	$0.00
ProLicense	Pro License Bundle	15	120	$54.52	$0.00	$0.00	$0.00	$0.00
A la Carte Services								
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	1	$899.00	$0.00	$0.00	$0.00	$0.00
A la Carte Warranties								
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	120	$10.06	$0.00	$0.00	$0.00	$0.00
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	120	$9.33	$9.33	$2,239.20	$0.00	$2,239.20
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	120	$9.33	$9.33	$2,239.20	$0.00	$2,239.20
100213	AXON VR - EXT WARRANTY - TABLET	5	120	$5.08	$5.08	$3,048.00	$0.00	$3,048.00
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	1	$464.00	$464.00	$3,712.00	$0.00	$3,712.00
100197	AXON VR - EXT WARRANTY - HEADSET	5	120	$7.55	$7.55	$4,530.00	$0.00	$4,530.00
101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	120	$10.82	$10.82	$6,492.00	$0.00	$6,492.00
101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	120	$11.51	$11.51	$6,906.00	$0.00	$6,906.00
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	120	$0.61	$0.61	$11,199.60	$0.00	$11,199.60
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	120	$0.61	$0.61	$11,199.60	$0.00	$11,199.60
102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	109	$100.85	$100.85	$32,977.95	$0.00	$32,977.95
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	120	$10.06	$10.06	$167,800.80	$0.00	$167,800.80
Total						**$6,567,660.53**	**$0.00**	**$6,567,660.53**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	135	1	06/01/2027
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	06/01/2027
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	149	1	06/01/2027
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	149	1	06/01/2027
AB4 CONNECTED HARDWARE BUNDLE	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	149	1	06/01/2027
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	19	1	06/01/2027
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	19	1	06/01/2027
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	19	1	06/01/2027
AXON AIR R10 TEAM KIT BUNDLE	102465	AXON AIR - SKYDIO R10 TEAM HW KIT	1	1	06/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	2700	1	06/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	1350	1	06/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	06/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	102186	AXON TASER 10 - COMMAND BOX	1	1	06/01/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
UNLIMITED PREMIUM WITH VR PLAN	101886	SIGNAL SENSOR	135	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	101889	AXON SIGNAL - BATTERY - CR2032	135	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	102032	AXON OUTPOST - CAMERA	13	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	102050	AXON DEDRONEBEYOND RADAR LRR HW KIT (US)	1	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	102345	AXON DEDRONE PORTABLE (RF) RF-360 AND RF-560 (1039)	1	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	102455	AXON DEDRONE BATTERY USA - NC	2	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	102488	AXON OUTPOST - SOLAR PANEL - 100W	13	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	13	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	102552	AXON OUTPOST - POLE - STANDARD	13	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	102718	AXON AIR - SKYDIO X10 PATROL HW KIT FOR OSP	3	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	102719	AXON AIR - SKYDIO DOCK FOR X10 DFR KIT FOR OSP	3	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	102737	AXON OUTPOST - STANDARD SOLAR HARDWARE KIT	13	1	06/01/2027
UNLIMITED PREMIUM WITH VR PLAN	103151	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	13	1	06/01/2027
A la Carte	101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	1	06/01/2027
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	1	06/01/2027
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	1	06/01/2027
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	1	06/01/2027
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	1	06/01/2027
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	1	06/01/2027
A la Carte	74116	AXON INTERVIEW - COVERT ENCLOSURE	8	1	06/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	410	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	1080	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	400	1	06/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	1080	1	06/01/2029
AXON AIR R10 TEAM KIT BUNDLE	102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	1	1	12/01/2029
UNLIMITED PREMIUM WITH VR PLAN	100210	AXON VR - TAP REFRESH 1 - TABLET	5	1	12/01/2029
UNLIMITED PREMIUM WITH VR PLAN	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	1	12/01/2029
UNLIMITED PREMIUM WITH VR PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	5	1	12/01/2029
UNLIMITED PREMIUM WITH VR PLAN	102715	AXON AIR - SKYDIO SAFE X10 DOCK OPS HW KIT FOR OSP - RFRSH1	3	1	12/01/2029
UNLIMITED PREMIUM WITH VR PLAN	102717	AXON AIR - SKYDIO SAFE DFR PATROL HW KIT FOR OSP - REFRESH 1	3	1	12/01/2029
UNLIMITED PREMIUM WITH VR PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	12/01/2029
UNLIMITED PREMIUM WITH VR PLAN	73309	AXON BODY - TAP REFRESH 1 - CAMERA	139	1	12/01/2029
UNLIMITED PREMIUM WITH VR PLAN	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	18	1	12/01/2029
A la Carte	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	1	12/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	410	1	06/01/2030
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	1080	1	06/01/2030
Fleet 3 Advanced Renewal 10yr	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	34	1	03/15/2031
Fleet 3 Advanced Renewal 10yr	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	03/15/2031
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	400	1	06/01/2031
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	1080	1	06/01/2031
AXON AIR R10 TEAM KIT BUNDLE	102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	1	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	100211	AXON VR - TAP REFRESH 2 - TABLET	6	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	2700	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1350	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	100591	AXON TASER - CLEANING KIT	2	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	6	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	6	1	06/01/2032

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
OFFICER SAFETY PLAN T10 PREMIUM	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	10	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	4	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	135	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	102488	AXON OUTPOST - SOLAR PANEL - 100W	13	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	102712	AXON AIR - SKYDIO SAFE X10 DOCK HW KIT FOR OSP - RFRSH2	3	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	102713	AXON AIR - SKYDIO SAFE DFR PATROL HW KIT FOR OSP - REFRESH 2	3	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	20374	AXON VR - TAP REFRESH 2 - HEADSET	6	1	06/01/2032
UNLIMITED PREMIUM WITH VR PLAN	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	13	1	06/01/2032
UNLIMITED PREMIUM WITH VR PLAN	102810	AXON OUTPOST - TAP REFRESH ONE - BATTERY ENCLOSURE EXTENDED	13	1	06/01/2032
UNLIMITED PREMIUM WITH VR PLAN	73310	AXON BODY - TAP REFRESH 2 - CAMERA	139	1	06/01/2032
UNLIMITED PREMIUM WITH VR PLAN	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	18	1	06/01/2032
A la Carte	102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	1	06/01/2032
A la Carte	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	1	06/01/2032
A la Carte	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	1	06/01/2032
OFFICER SAFETY PLAN T10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1080	1	06/01/2033
OFFICER SAFETY PLAN T10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1080	1	06/01/2034
AXON AIR R10 TEAM KIT BUNDLE	102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	1	1	12/01/2034
OFFICER SAFETY PLAN T10 PREMIUM	100212	AXON VR - TAP REFRESH 3 - TABLET	6	1	12/01/2034
OFFICER SAFETY PLAN T10 PREMIUM	101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	6	1	12/01/2034
OFFICER SAFETY PLAN T10 PREMIUM	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	6	1	12/01/2034
OFFICER SAFETY PLAN T10 PREMIUM	102145	AXON OUTPOST - TAP REFRESH TWO - CAMERA	13	1	12/01/2034
OFFICER SAFETY PLAN T10 PREMIUM	102716	AXON AIR - SKYDIO SAFE X10 DOCK OPS HW KIT FOR OSP - RFRSH3	3	1	12/01/2034
OFFICER SAFETY PLAN T10 PREMIUM	102720	AXON AIR - SKYDIO SAFE DFR PATROL HW KIT FOR OSP - REFRESH 3	3	1	12/01/2034
OFFICER SAFETY PLAN T10 PREMIUM	102813	AXON OUTPOST - TAP REFRESH TWO - BATTERY ENCLOSURE EXTENDED	13	1	12/01/2034
OFFICER SAFETY PLAN T10 PREMIUM	20375	AXON VR - TAP REFRESH 3 - HEADSET	6	1	12/01/2034
OFFICER SAFETY PLAN T10 PREMIUM	73345	AXON BODY - TAP REFRESH 3 - CAMERA	139	1	12/01/2034
OFFICER SAFETY PLAN T10 PREMIUM	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	18	1	12/01/2034
A la Carte	102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	1	12/01/2034
OFFICER SAFETY PLAN T10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1080	1	06/01/2035
OFFICER SAFETY PLAN T10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1080	1	06/01/2036
Fleet 3 Advanced Renewal 10yr	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	1	1	06/01/2037
Fleet 3 Advanced Renewal 10yr	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	34	1	06/01/2037
OFFICER SAFETY PLAN T10 PREMIUM	73346	AXON BODY - TAP REFRESH 4 - CAMERA	139	1	06/01/2037
OFFICER SAFETY PLAN T10 PREMIUM	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	18	1	06/01/2037

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	417	03/01/2027	06/30/2027
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	139	03/01/2027	06/30/2027
A la Carte	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	4	03/01/2027	06/30/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101180	AXON TASER - DATA SCIENCE PROGRAM	135	03/01/2027	06/30/2027
A la Carte	102610	AXON COMMUNITY LINK	135	03/01/2027	06/30/2027
A la Carte	20370	AXON VR - USER ACCESS - FULL VR	135	03/01/2027	06/30/2027
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	03/01/2027	06/30/2037
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	03/01/2027	06/30/2037
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	135	03/01/2027	06/30/2027
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	135	03/01/2027	06/30/2027
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	139	03/01/2027	06/30/2027
A la Carte	73739	AXON PERFORMANCE - LICENSE	135	03/01/2027	06/30/2027
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	135	03/01/2027	06/30/2027
AXON AIR R10 TEAM KIT BUNDLE	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	07/01/2027	06/30/2037
AXON AIR R10 TEAM KIT BUNDLE	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	07/01/2027	06/30/2037
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	101180	AXON TASER - DATA SCIENCE PROGRAM	135	07/01/2027	06/30/2032
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	135	07/01/2027	06/30/2032
Fleet 3 Advanced Renewal 10yr	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	34	07/01/2027	06/30/2037
Fleet 3 Advanced Renewal 10yr	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	34	07/01/2027	06/30/2037
Fleet 3 Advanced Renewal 10yr	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	34	07/01/2027	06/30/2037
Fleet 3 Advanced Renewal 10yr	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	68	07/01/2027	06/30/2037
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	45	07/01/2027	06/30/2037
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	15	07/01/2027	06/30/2037
UNLIMITED PREMIUM WITH VR PLAN	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	135	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	100801	AXON RECORDS - OSP	135	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	13	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102202	AXON DEDRONE - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	4	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	2	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102214	AXON DEDRONE - DEDRONETRACKER.AI RADAR LONG RANGE SOFTWARE	3	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102215	AXON DEDRONE - DEDRONETRACKER.AI CAMERA SOFTWARE	1	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102271	AUROR - RETAIL CRIME HUB	135	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102337	AXON DEDRONE ECHOSHIELD (LONG-RANGE RADAR) SOFTWARE LICENSE	3	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102610	AXON COMMUNITY LINK	135	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102642	AXON FUSUS - CCTV AI STREAMS	250	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	3	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	3	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102693	AXON AIR - SKYDIO X10 DFR DOCK SUB PLAN W/ DATA FOR OSP	3	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102694	AXON AIR - SKYDIO X10 DFR PATROL SUB PLAN W/ DATA FOR OSP	3	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	20370	AXON VR - USER ACCESS - FULL VR	135	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	135	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	135	07/01/2027	06/30/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
UNLIMITED PREMIUM WITH VR PLAN	73638	AXON STANDARDS - LICENSE	135	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	135	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	135	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	73739	AXON PERFORMANCE - LICENSE	135	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	07/01/2027	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	73746	AXON EVIDENCE - ECOM LICENSE - PRO	135	07/01/2027	06/30/2032
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	07/01/2027	06/30/2032
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	07/01/2027	06/30/2032
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	07/01/2027	06/30/2032
OFFICER SAFETY PLAN T10 PREMIUM	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	100801	AXON RECORDS - OSP	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	101180	AXON TASER - DATA SCIENCE PROGRAM	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	13	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102202	AXON DEDRONE - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	4	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	5	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	2	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102214	AXON DEDRONE - DEDRONETRACKER.AI RADAR LONG RANGE SOFTWARE	3	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102215	AXON DEDRONE - DEDRONETRACKER.AI CAMERA SOFTWARE	1	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102271	AUROR - RETAIL CRIME HUB	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102337	AXON DEDRONE ECHOSHIELD (LONG-RANGE RADAR) SOFTWARE LICENSE	3	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102610	AXON COMMUNITY LINK	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102642	AXON FUSUS - CCTV AI STREAMS	250	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	3	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	3	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102693	AXON AIR - SKYDIO X10 DFR DOCK SUB PLAN W/ DATA FOR OSP	3	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102694	AXON AIR - SKYDIO X10 DFR PATROL SUB PLAN W/ DATA FOR OSP	3	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	2	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	20370	AXON VR - USER ACCESS - FULL VR	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	73638	AXON STANDARDS - LICENSE	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	73739	AXON PERFORMANCE - LICENSE	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	135	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	07/01/2032	06/30/2037
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	07/01/2032	06/30/2037

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	07/01/2032	06/30/2037
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	07/01/2032	06/30/2037

Services

Bundle	Item	Description	QTY
AXON AIR R10 TEAM KIT BUNDLE	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	135
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	135
Fleet 3 Advanced Renewal 10yr	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	34
Fleet 3 Advanced Renewal 10yr	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	34
OFFICER SAFETY PLAN T10 PREMIUM	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	135
OFFICER SAFETY PLAN T10 PREMIUM	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	9
OFFICER SAFETY PLAN T10 PREMIUM	101193	AXON TASER - ON DEMAND CERTIFICATION	135
OFFICER SAFETY PLAN T10 PREMIUM	102136	AXON OUTPOST - STANDARD INSTALLATION	13
OFFICER SAFETY PLAN T10 PREMIUM	102143	AXON OUTPOST - UPGRADE INSTALLATION	13
OFFICER SAFETY PLAN T10 PREMIUM	102201	AXON DEDRONE - DEPLOYMENT SERVICES	3
OFFICER SAFETY PLAN T10 PREMIUM	102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1
OFFICER SAFETY PLAN T10 PREMIUM	102696	AXON AIR - SKYDIO X10 DFR DOCK SERVICES - PREM SOL FOR OSP	3
OFFICER SAFETY PLAN T10 PREMIUM	102697	AXON AIR - SKYDIO SAFE - X10 DOCK COMMISSIONING FOR OSP	1
OFFICER SAFETY PLAN T10 PREMIUM	102698	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING FOR OSP	1
OFFICER SAFETY PLAN T10 PREMIUM	102714	AXON AIR - SKYDIO X10 DFR PATROL SRVCS - PREM SOL FOR OSP	3
OFFICER SAFETY PLAN T10 PREMIUM	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	135
OFFICER SAFETY PLAN T10 PREMIUM	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
OFFICER SAFETY PLAN T10 PREMIUM	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
OFFICER SAFETY PLAN T10 PREMIUM	80190	AXON EVIDENCE - CHANNEL SERVICES	1
UNLIMITED PREMIUM WITH VR PLAN	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
UNLIMITED PREMIUM WITH VR PLAN	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	9
UNLIMITED PREMIUM WITH VR PLAN	102136	AXON OUTPOST - STANDARD INSTALLATION	13
UNLIMITED PREMIUM WITH VR PLAN	102143	AXON OUTPOST - UPGRADE INSTALLATION	13
UNLIMITED PREMIUM WITH VR PLAN	102201	AXON DEDRONE - DEPLOYMENT SERVICES	3
UNLIMITED PREMIUM WITH VR PLAN	102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1
UNLIMITED PREMIUM WITH VR PLAN	102696	AXON AIR - SKYDIO X10 DFR DOCK SERVICES - PREM SOL FOR OSP	3
UNLIMITED PREMIUM WITH VR PLAN	102698	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING FOR OSP	1
UNLIMITED PREMIUM WITH VR PLAN	102714	AXON AIR - SKYDIO X10 DFR PATROL SRVCS - PREM SOL FOR OSP	3
UNLIMITED PREMIUM WITH VR PLAN	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	135
UNLIMITED PREMIUM WITH VR PLAN	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
UNLIMITED PREMIUM WITH VR PLAN	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
UNLIMITED PREMIUM WITH VR PLAN	80190	AXON EVIDENCE - CHANNEL SERVICES	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8		
Fleet 3 Advanced Renewal 10yr	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	34	07/01/2027	06/30/2037
Fleet 3 Advanced Renewal 10yr	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	07/01/2027	06/30/2037
A la Carte	100197	AXON VR - EXT WARRANTY - HEADSET	5	07/01/2027	06/30/2037
A la Carte	100213	AXON VR - EXT WARRANTY - TABLET	5	07/01/2027	06/30/2037
A la Carte	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	07/01/2027	06/30/2037
A la Carte	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	07/01/2027	06/30/2037

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	07/01/2027	06/30/2037
A la Carte	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	07/01/2027	06/30/2037
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	07/01/2027	06/30/2037
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	07/01/2027	06/30/2037
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	07/01/2027	06/30/2037
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	07/01/2027	06/30/2037
UNLIMITED PREMIUM WITH VR PLAN	101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	135	06/01/2028	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	13	06/01/2028	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102137	AXON OUTPOST - MAINTENANCE	13	06/01/2028	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102228	AXON DEDRONE - DEDRONE BEYOND LONG RANGE EXT WARRANTY	3	06/01/2028	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	102703	AXON OUTPOST - WARRANTY - VANDALISM/ACCIDENT EXTENSION	13	06/01/2028	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	80464	AXON BODY - TAP WARRANTY - CAMERA	139	06/01/2028	06/30/2032
UNLIMITED PREMIUM WITH VR PLAN	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	18	06/01/2028	06/30/2032
A la Carte	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	06/01/2028	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102137	AXON OUTPOST - MAINTENANCE	13	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102228	AXON DEDRONE - DEDRONE BEYOND LONG RANGE EXT WARRANTY	3	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	139	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	18	07/01/2032	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	135	06/01/2033	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	13	06/01/2033	06/30/2037
OFFICER SAFETY PLAN T10 PREMIUM	102703	AXON OUTPOST - WARRANTY - VANDALISM/ACCIDENT EXTENSION	13	06/01/2033	06/30/2037

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	715 Mulberry St	Waterloo	IA	50703-5714	USA
2	715 Mulberry St	Waterloo	IA	50703-5714	USA

Payment Details

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100197	AXON VR - EXT WARRANTY - HEADSET	5	$599.77	$0.00	$599.77
Annual Payment 1	100213	AXON VR - EXT WARRANTY - TABLET	5	$403.56	$0.00	$403.56
Annual Payment 1	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	4	$0.00	$0.00	$0.00
Annual Payment 1	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$22,216.83	$0.00	$22,216.83
Annual Payment 1	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$0.00	$0.00	$0.00
Annual Payment 1	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	$859.54	$0.00	$859.54
Annual Payment 1	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$914.35	$0.00	$914.35
Annual Payment 1	101180	AXON TASER - DATA SCIENCE PROGRAM	135	$0.00	$0.00	$0.00
Annual Payment 1	101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	$2,184.20	$0.00	$2,184.20
Annual Payment 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	$491.47	$0.00	$491.47
Annual Payment 1	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	$128.69	$0.00	$128.69
Annual Payment 1	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	$4,366.28	$0.00	$4,366.28
Annual Payment 1	102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	$139.42	$0.00	$139.42
Annual Payment 1	102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	$134.65	$0.00	$134.65
Annual Payment 1	102610	AXON COMMUNITY LINK	135	$0.00	$0.00	$0.00
Annual Payment 1	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$0.00	$0.00	$0.00
Annual Payment 1	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$92,201.88	$0.00	$92,201.88
Annual Payment 1	20370	AXON VR - USER ACCESS - FULL VR	135	$0.00	$0.00	$0.00
Annual Payment 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	$1,588.80	$0.00	$1,588.80
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,792.80	$0.00	$1,792.80
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,792.80	$0.00	$1,792.80
Annual Payment 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$463.40	$0.00	$463.40
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$523.99	$0.00	$523.99
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$523.99	$0.00	$523.99
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$7,101.94	$0.00	$7,101.94
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$7,101.94	$0.00	$7,101.94
Annual Payment 1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	$377.08	$0.00	$377.08
Annual Payment 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	$221.37	$0.00	$221.37
Annual Payment 1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	$741.44	$0.00	$741.44
Annual Payment 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	$2,681.89	$0.00	$2,681.89
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	135	$0.00	$0.00	$0.00
Annual Payment 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	135	$0.00	$0.00	$0.00
Annual Payment 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	139	$0.00	$0.00	$0.00
Annual Payment 1	73739	AXON PERFORMANCE - LICENSE	135	$0.00	$0.00	$0.00
Annual Payment 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	$67.79	$0.00	$67.79
Annual Payment 1	74116	AXON INTERVIEW - COVERT ENCLOSURE	8	$116.51	$0.00	$116.51
Annual Payment 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,482.83	$0.00	$1,482.83
Annual Payment 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,482.83	$0.00	$1,482.83
Annual Payment 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$296.47	$0.00	$296.47
Annual Payment 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$296.47	$0.00	$296.47
Annual Payment 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	135	$0.00	$0.00	$0.00

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Annual Payment 1	A00031	AXON AIR R10 TEAM KIT BUNDLE	1	$13,150.50	$0.00	$13,150.50
Annual Payment 1	B00099	UNLIMITED PREMIUM WITH VR PLAN	135	$281,884.15	$0.00	$281,884.15
Annual Payment 1	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	135	$38,436.24	$0.00	$38,436.24
Annual Payment 1	Fleet3ARenewal10Yr	Fleet 3 Advanced Renewal 10yr	34	$100,524.33	$0.00	$100,524.33
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	19	$0.00	$0.00	$0.00
Annual Payment 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	135	$0.00	$0.00	$0.00
Annual Payment 1	M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	$315,787.67	$0.00	$315,787.67
Annual Payment 1	ProLicense	Pro License Bundle	139	$0.00	$0.00	$0.00
Annual Payment 1	ProLicense	Pro License Bundle	15	$0.00	$0.00	$0.00
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	($2,660.96)	$0.00	($2,660.96)
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	($250,508.65)	$0.00	($250,508.65)
Total				**$649,908.26**	**$0.00**	**$649,908.26**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	B00099	UNLIMITED PREMIUM WITH VR PLAN	135	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100197	AXON VR - EXT WARRANTY - HEADSET	5	$436.69	$0.00	$436.69
Annual Payment 2	100213	AXON VR - EXT WARRANTY - TABLET	5	$293.83	$0.00	$293.83
Annual Payment 2	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$16,176.00	$0.00	$16,176.00
Annual Payment 2	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$0.00	$0.00	$0.00
Annual Payment 2	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	$625.83	$0.00	$625.83
Annual Payment 2	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$665.74	$0.00	$665.74
Annual Payment 2	101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	$1,590.31	$0.00	$1,590.31
Annual Payment 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	$357.84	$0.00	$357.84
Annual Payment 2	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	$93.70	$0.00	$93.70
Annual Payment 2	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	$3,179.07	$0.00	$3,179.07
Annual Payment 2	102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	$101.51	$0.00	$101.51
Annual Payment 2	102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	$98.04	$0.00	$98.04
Annual Payment 2	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$0.00	$0.00	$0.00
Annual Payment 2	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$67,131.94	$0.00	$67,131.94
Annual Payment 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	$1,156.80	$0.00	$1,156.80
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$337.40	$0.00	$337.40
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 2	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	$274.55	$0.00	$274.55
Annual Payment 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	$161.18	$0.00	$161.18
Annual Payment 2	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	$539.84	$0.00	$539.84
Annual Payment 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	$1,952.68	$0.00	$1,952.68
Annual Payment 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	$49.36	$0.00	$49.36
Annual Payment 2	74116	AXON INTERVIEW - COVERT ENCLOSURE	8	$84.83	$0.00	$84.83
Annual Payment 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 2	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Annual Payment 2	A00031	AXON AIR R10 TEAM KIT BUNDLE	1	$9,574.84	$0.00	$9,574.84
Annual Payment 2	B00099	UNLIMITED PREMIUM WITH VR PLAN	135	$205,238.89	$0.00	$205,238.89
Annual Payment 2	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	135	$27,985.31	$0.00	$27,985.31
Annual Payment 2	Fleet3ARenewal10Yr	Fleet 3 Advanced Renewal 10yr	34	$73,191.44	$0.00	$73,191.44
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	19	$0.00	$0.00	$0.00
Annual Payment 2	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	135	$0.00	$0.00	$0.00
Annual Payment 2	M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	$229,923.93	$0.00	$229,923.93
Annual Payment 2	ProLicense	Pro License Bundle	15	$0.00	$0.00	$0.00
Total				**$657,528.03**	**$0.00**	**$657,528.03**

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100197	AXON VR - EXT WARRANTY - HEADSET	5	$436.69	$0.00	$436.69
Annual Payment 3	100213	AXON VR - EXT WARRANTY - TABLET	5	$293.83	$0.00	$293.83
Annual Payment 3	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$16,176.00	$0.00	$16,176.00
Annual Payment 3	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$0.00	$0.00	$0.00
Annual Payment 3	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	$625.83	$0.00	$625.83
Annual Payment 3	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$665.74	$0.00	$665.74
Annual Payment 3	101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	$1,590.31	$0.00	$1,590.31
Annual Payment 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	$357.84	$0.00	$357.84
Annual Payment 3	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	$93.70	$0.00	$93.70
Annual Payment 3	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	$3,179.07	$0.00	$3,179.07
Annual Payment 3	102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	$101.51	$0.00	$101.51
Annual Payment 3	102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	$98.04	$0.00	$98.04
Annual Payment 3	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$67,131.94	$0.00	$67,131.94
Annual Payment 3	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$0.00	$0.00	$0.00
Annual Payment 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	$1,156.80	$0.00	$1,156.80
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$337.40	$0.00	$337.40
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 3	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	$274.55	$0.00	$274.55
Annual Payment 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	$161.18	$0.00	$161.18
Annual Payment 3	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	$539.84	$0.00	$539.84
Annual Payment 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	$1,952.68	$0.00	$1,952.68
Annual Payment 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	$49.36	$0.00	$49.36
Annual Payment 3	74116	AXON INTERVIEW - COVERT ENCLOSURE	8	$84.83	$0.00	$84.83
Annual Payment 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 3	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Annual Payment 3	A00031	AXON AIR R10 TEAM KIT BUNDLE	1	$9,574.84	$0.00	$9,574.84
Annual Payment 3	B00099	UNLIMITED PREMIUM WITH VR PLAN	135	$205,238.89	$0.00	$205,238.89
Annual Payment 3	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	135	$27,985.31	$0.00	$27,985.31
Annual Payment 3	Fleet3ARenewal10Yr	Fleet 3 Advanced Renewal 10yr	34	$73,191.44	$0.00	$73,191.44

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	19	$0.00	$0.00	$0.00
Annual Payment 3	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	135	$0.00	$0.00	$0.00
Annual Payment 3	M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	$229,923.93	$0.00	$229,923.93
Annual Payment 3	ProLicense	Pro License Bundle	15	$0.00	$0.00	$0.00
Total				**$657,528.03**	**$0.00**	**$657,528.03**

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100197	AXON VR - EXT WARRANTY - HEADSET	5	$436.69	$0.00	$436.69
Annual Payment 4	100213	AXON VR - EXT WARRANTY - TABLET	5	$293.83	$0.00	$293.83
Annual Payment 4	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$16,176.00	$0.00	$16,176.00
Annual Payment 4	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$0.00	$0.00	$0.00
Annual Payment 4	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	$625.83	$0.00	$625.83
Annual Payment 4	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$665.74	$0.00	$665.74
Annual Payment 4	101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	$1,590.31	$0.00	$1,590.31
Annual Payment 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	$357.84	$0.00	$357.84
Annual Payment 4	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	$93.70	$0.00	$93.70
Annual Payment 4	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	$3,179.07	$0.00	$3,179.07
Annual Payment 4	102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	$101.51	$0.00	$101.51
Annual Payment 4	102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	$98.04	$0.00	$98.04
Annual Payment 4	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$67,131.94	$0.00	$67,131.94
Annual Payment 4	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$0.00	$0.00	$0.00
Annual Payment 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	$1,156.80	$0.00	$1,156.80
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$337.40	$0.00	$337.40
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 4	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	$274.55	$0.00	$274.55
Annual Payment 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	$161.18	$0.00	$161.18
Annual Payment 4	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	$539.84	$0.00	$539.84
Annual Payment 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	$1,952.68	$0.00	$1,952.68
Annual Payment 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	$49.36	$0.00	$49.36
Annual Payment 4	74116	AXON INTERVIEW - COVERT ENCLOSURE	8	$84.83	$0.00	$84.83
Annual Payment 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 4	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Annual Payment 4	A00031	AXON AIR R10 TEAM KIT BUNDLE	1	$9,574.84	$0.00	$9,574.84
Annual Payment 4	B00099	UNLIMITED PREMIUM WITH VR PLAN	135	$205,238.89	$0.00	$205,238.89
Annual Payment 4	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	135	$27,985.31	$0.00	$27,985.31
Annual Payment 4	Fleet3ARenewal10Yr	Fleet 3 Advanced Renewal 10yr	34	$73,191.44	$0.00	$73,191.44
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	19	$0.00	$0.00	$0.00
Annual Payment 4	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	135	$0.00	$0.00	$0.00
Annual Payment 4	M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	$229,923.93	$0.00	$229,923.93
Annual Payment 4	ProLicense	Pro License Bundle	15	$0.00	$0.00	$0.00
Total				**$657,528.03**	**$0.00**	**$657,528.03**

Jun 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100197	AXON VR - EXT WARRANTY - HEADSET	5	$436.69	$0.00	$436.69
Annual Payment 5	100213	AXON VR - EXT WARRANTY - TABLET	5	$293.83	$0.00	$293.83
Annual Payment 5	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$0.00	$0.00	$0.00
Annual Payment 5	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$16,176.00	$0.00	$16,176.00
Annual Payment 5	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	$625.83	$0.00	$625.83
Annual Payment 5	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$665.74	$0.00	$665.74
Annual Payment 5	101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	$1,590.31	$0.00	$1,590.31
Annual Payment 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	$357.84	$0.00	$357.84
Annual Payment 5	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	$93.70	$0.00	$93.70
Annual Payment 5	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	$3,179.07	$0.00	$3,179.07
Annual Payment 5	102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	$101.51	$0.00	$101.51
Annual Payment 5	102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	$98.04	$0.00	$98.04
Annual Payment 5	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$67,131.94	$0.00	$67,131.94
Annual Payment 5	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$0.00	$0.00	$0.00
Annual Payment 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	$1,156.80	$0.00	$1,156.80
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$337.40	$0.00	$337.40
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 5	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	$274.55	$0.00	$274.55
Annual Payment 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	$161.18	$0.00	$161.18
Annual Payment 5	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	$539.84	$0.00	$539.84
Annual Payment 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	$1,952.68	$0.00	$1,952.68
Annual Payment 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	$49.36	$0.00	$49.36
Annual Payment 5	74116	AXON INTERVIEW - COVERT ENCLOSURE	8	$84.83	$0.00	$84.83
Annual Payment 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 5	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Annual Payment 5	A00031	AXON AIR R10 TEAM KIT BUNDLE	1	$9,574.84	$0.00	$9,574.84
Annual Payment 5	B00099	UNLIMITED PREMIUM WITH VR PLAN	135	$205,238.89	$0.00	$205,238.89
Annual Payment 5	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	135	$27,985.31	$0.00	$27,985.31
Annual Payment 5	Fleet3ARenewal10Yr	Fleet 3 Advanced Renewal 10yr	34	$73,191.44	$0.00	$73,191.44
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	19	$0.00	$0.00	$0.00
Annual Payment 5	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	135	$0.00	$0.00	$0.00
Annual Payment 5	M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	$229,923.93	$0.00	$229,923.93
Annual Payment 5	ProLicense	Pro License Bundle	15	$0.00	$0.00	$0.00
Total				**$657,528.03**	**$0.00**	**$657,528.03**

Jun 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100197	AXON VR - EXT WARRANTY - HEADSET	5	$436.69	$0.00	$436.69
Annual Payment 6	100213	AXON VR - EXT WARRANTY - TABLET	5	$293.83	$0.00	$293.83
Annual Payment 6	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$16,176.00	$0.00	$16,176.00
Annual Payment 6	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$0.00	$0.00	$0.00
Annual Payment 6	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	$625.83	$0.00	$625.83
Annual Payment 6	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$665.74	$0.00	$665.74
Annual Payment 6	101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	$1,590.31	$0.00	$1,590.31

Jun 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	$357.84	$0.00	$357.84
Annual Payment 6	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	$93.70	$0.00	$93.70
Annual Payment 6	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	$3,179.07	$0.00	$3,179.07
Annual Payment 6	102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	$101.51	$0.00	$101.51
Annual Payment 6	102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	$98.04	$0.00	$98.04
Annual Payment 6	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$67,131.94	$0.00	$67,131.94
Annual Payment 6	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$0.00	$0.00	$0.00
Annual Payment 6	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	$1,156.80	$0.00	$1,156.80
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 6	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$337.40	$0.00	$337.40
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 6	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	$274.55	$0.00	$274.55
Annual Payment 6	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	$161.18	$0.00	$161.18
Annual Payment 6	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	$539.84	$0.00	$539.84
Annual Payment 6	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	$1,952.68	$0.00	$1,952.68
Annual Payment 6	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	$49.36	$0.00	$49.36
Annual Payment 6	74116	AXON INTERVIEW - COVERT ENCLOSURE	8	$84.83	$0.00	$84.83
Annual Payment 6	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 6	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 6	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 6	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 6	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Annual Payment 6	A00031	AXON AIR R10 TEAM KIT BUNDLE	1	$9,574.84	$0.00	$9,574.84
Annual Payment 6	B00099	UNLIMITED PREMIUM WITH VR PLAN	135	$205,238.89	$0.00	$205,238.89
Annual Payment 6	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	135	$27,985.31	$0.00	$27,985.31
Annual Payment 6	Fleet3ARenewal10Yr	Fleet 3 Advanced Renewal 10yr	34	$73,191.44	$0.00	$73,191.44
Annual Payment 6	H00002	AB4 Multi Bay Dock Bundle	19	$0.00	$0.00	$0.00
Annual Payment 6	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	135	$0.00	$0.00	$0.00
Annual Payment 6	M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	$229,923.93	$0.00	$229,923.93
Annual Payment 6	ProLicense	Pro License Bundle	15	$0.00	$0.00	$0.00
Total				**$657,528.03**	**$0.00**	**$657,528.03**

Jul 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jun 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100197	AXON VR - EXT WARRANTY - HEADSET	5	$436.69	$0.00	$436.69
Annual Payment 7	100213	AXON VR - EXT WARRANTY - TABLET	5	$293.83	$0.00	$293.83
Annual Payment 7	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$16,176.00	$0.00	$16,176.00
Annual Payment 7	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$0.00	$0.00	$0.00
Annual Payment 7	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	$625.83	$0.00	$625.83
Annual Payment 7	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$665.74	$0.00	$665.74
Annual Payment 7	101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	$1,590.31	$0.00	$1,590.31
Annual Payment 7	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	$357.84	$0.00	$357.84

Jun 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	$93.70	$0.00	$93.70
Annual Payment 7	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	$3,179.07	$0.00	$3,179.07
Annual Payment 7	102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	$101.51	$0.00	$101.51
Annual Payment 7	102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	$98.04	$0.00	$98.04
Annual Payment 7	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$0.00	$0.00	$0.00
Annual Payment 7	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$67,131.94	$0.00	$67,131.94
Annual Payment 7	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	$1,156.80	$0.00	$1,156.80
Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 7	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$337.40	$0.00	$337.40
Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 7	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	$274.55	$0.00	$274.55
Annual Payment 7	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	$161.18	$0.00	$161.18
Annual Payment 7	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	$539.84	$0.00	$539.84
Annual Payment 7	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	$1,952.68	$0.00	$1,952.68
Annual Payment 7	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	$49.36	$0.00	$49.36
Annual Payment 7	74116	AXON INTERVIEW - COVERT ENCLOSURE	8	$84.83	$0.00	$84.83
Annual Payment 7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 7	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Annual Payment 7	A00031	AXON AIR R10 TEAM KIT BUNDLE	1	$9,574.84	$0.00	$9,574.84
Annual Payment 7	B00099	UNLIMITED PREMIUM WITH VR PLAN	135	$205,238.89	$0.00	$205,238.89
Annual Payment 7	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	135	$27,985.31	$0.00	$27,985.31
Annual Payment 7	Fleet3ARenewal10Yr	Fleet 3 Advanced Renewal 10yr	34	$73,191.44	$0.00	$73,191.44
Annual Payment 7	H00002	AB4 Multi Bay Dock Bundle	19	$0.00	$0.00	$0.00
Annual Payment 7	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	135	$0.00	$0.00	$0.00
Annual Payment 7	M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	$229,923.93	$0.00	$229,923.93
Annual Payment 7	ProLicense	Pro License Bundle	15	$0.00	$0.00	$0.00
Total				**$657,528.03**	**$0.00**	**$657,528.03**

Jun 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	100197	AXON VR - EXT WARRANTY - HEADSET	5	$436.69	$0.00	$436.69
Annual Payment 8	100213	AXON VR - EXT WARRANTY - TABLET	5	$293.83	$0.00	$293.83
Annual Payment 8	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$16,176.00	$0.00	$16,176.00
Annual Payment 8	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$0.00	$0.00	$0.00
Annual Payment 8	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	$625.83	$0.00	$625.83
Annual Payment 8	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$665.74	$0.00	$665.74
Annual Payment 8	101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	$1,590.31	$0.00	$1,590.31
Annual Payment 8	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	$357.84	$0.00	$357.84
Annual Payment 8	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	$93.70	$0.00	$93.70
Annual Payment 8	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	$3,179.07	$0.00	$3,179.07
Annual Payment 8	102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	$101.51	$0.00	$101.51
Annual Payment 8	102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	$98.04	$0.00	$98.04
Annual Payment 8	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$67,131.94	$0.00	$67,131.94
Annual Payment 8	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$0.00	$0.00	$0.00
Annual Payment 8	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	$1,156.80	$0.00	$1,156.80

Jun 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 8	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$337.40	$0.00	$337.40
Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 8	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	$274.55	$0.00	$274.55
Annual Payment 8	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	$161.18	$0.00	$161.18
Annual Payment 8	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	$539.84	$0.00	$539.84
Annual Payment 8	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	$1,952.68	$0.00	$1,952.68
Annual Payment 8	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	$49.36	$0.00	$49.36
Annual Payment 8	74116	AXON INTERVIEW - COVERT ENCLOSURE	8	$84.83	$0.00	$84.83
Annual Payment 8	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 8	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 8	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 8	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 8	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Annual Payment 8	A00031	AXON AIR R10 TEAM KIT BUNDLE	1	$9,574.84	$0.00	$9,574.84
Annual Payment 8	B00099	UNLIMITED PREMIUM WITH VR PLAN	135	$205,238.89	$0.00	$205,238.89
Annual Payment 8	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	135	$27,985.31	$0.00	$27,985.31
Annual Payment 8	Fleet3ARenewal10Yr	Fleet 3 Advanced Renewal 10yr	34	$73,191.44	$0.00	$73,191.44
Annual Payment 8	H00002	AB4 Multi Bay Dock Bundle	19	$0.00	$0.00	$0.00
Annual Payment 8	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	135	$0.00	$0.00	$0.00
Annual Payment 8	M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	$229,923.93	$0.00	$229,923.93
Annual Payment 8	ProLicense	Pro License Bundle	15	$0.00	$0.00	$0.00
Total				**$657,528.03**	**$0.00**	**$657,528.03**

Jun 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	100197	AXON VR - EXT WARRANTY - HEADSET	5	$436.69	$0.00	$436.69
Annual Payment 9	100213	AXON VR - EXT WARRANTY - TABLET	5	$293.83	$0.00	$293.83
Annual Payment 9	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$0.00	$0.00	$0.00
Annual Payment 9	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$16,176.00	$0.00	$16,176.00
Annual Payment 9	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	$625.83	$0.00	$625.83
Annual Payment 9	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$665.74	$0.00	$665.74
Annual Payment 9	101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	$1,590.31	$0.00	$1,590.31
Annual Payment 9	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	$357.84	$0.00	$357.84
Annual Payment 9	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	$93.70	$0.00	$93.70
Annual Payment 9	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	$3,179.07	$0.00	$3,179.07
Annual Payment 9	102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	$101.51	$0.00	$101.51
Annual Payment 9	102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	$98.04	$0.00	$98.04
Annual Payment 9	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$0.00	$0.00	$0.00
Annual Payment 9	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$67,131.94	$0.00	$67,131.94
Annual Payment 9	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	$1,156.80	$0.00	$1,156.80
Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 9	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$337.40	$0.00	$337.40
Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90

Jun 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	$274.55	$0.00	$274.55
Annual Payment 9	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	$161.18	$0.00	$161.18
Annual Payment 9	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	$539.84	$0.00	$539.84
Annual Payment 9	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	$1,952.68	$0.00	$1,952.68
Annual Payment 9	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	$49.36	$0.00	$49.36
Annual Payment 9	74116	AXON INTERVIEW - COVERT ENCLOSURE	8	$84.83	$0.00	$84.83
Annual Payment 9	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 9	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 9	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 9	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 9	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Annual Payment 9	A00031	AXON AIR R10 TEAM KIT BUNDLE	1	$9,574.84	$0.00	$9,574.84
Annual Payment 9	B00099	UNLIMITED PREMIUM WITH VR PLAN	135	$205,238.89	$0.00	$205,238.89
Annual Payment 9	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	135	$27,985.31	$0.00	$27,985.31
Annual Payment 9	Fleet3ARenewal10Yr	Fleet 3 Advanced Renewal 10yr	34	$73,191.44	$0.00	$73,191.44
Annual Payment 9	H00002	AB4 Multi Bay Dock Bundle	19	$0.00	$0.00	$0.00
Annual Payment 9	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	135	$0.00	$0.00	$0.00
Annual Payment 9	M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	$229,923.93	$0.00	$229,923.93
Annual Payment 9	ProLicense	Pro License Bundle	15	$0.00	$0.00	$0.00
Total				**$657,528.03**	**$0.00**	**$657,528.03**

Jun 2036

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	100197	AXON VR - EXT WARRANTY - HEADSET	5	$436.69	$0.00	$436.69
Annual Payment 10	100213	AXON VR - EXT WARRANTY - TABLET	5	$293.83	$0.00	$293.83
Annual Payment 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$0.00	$0.00	$0.00
Annual Payment 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	139	$16,176.00	$0.00	$16,176.00
Annual Payment 10	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	$625.83	$0.00	$625.83
Annual Payment 10	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	$665.74	$0.00	$665.74
Annual Payment 10	101611	AXON VR - CONTROLLER - RIFLE VRM4R	3	$1,590.31	$0.00	$1,590.31
Annual Payment 10	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	$357.84	$0.00	$357.84
Annual Payment 10	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	3	$93.70	$0.00	$93.70
Annual Payment 10	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	3	$3,179.07	$0.00	$3,179.07
Annual Payment 10	102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	3	$101.51	$0.00	$101.51
Annual Payment 10	102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	3	$98.04	$0.00	$98.04
Annual Payment 10	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$67,131.94	$0.00	$67,131.94
Annual Payment 10	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	135	$0.00	$0.00	$0.00
Annual Payment 10	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	$1,156.80	$0.00	$1,156.80
Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	$1,305.33	$0.00	$1,305.33
Annual Payment 10	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$337.40	$0.00	$337.40
Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$381.51	$0.00	$381.51
Annual Payment 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	$5,170.90	$0.00	$5,170.90
Annual Payment 10	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	8	$274.55	$0.00	$274.55
Annual Payment 10	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	8	$161.18	$0.00	$161.18
Annual Payment 10	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	8	$539.84	$0.00	$539.84
Annual Payment 10	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	$1,952.68	$0.00	$1,952.68
Annual Payment 10	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	$49.36	$0.00	$49.36
Annual Payment 10	74116	AXON INTERVIEW - COVERT ENCLOSURE	8	$84.83	$0.00	$84.83
Annual Payment 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64

Jun 2036						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	$1,079.64	$0.00	$1,079.64
Annual Payment 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	$215.86	$0.00	$215.86
Annual Payment 10	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Annual Payment 10	A00031	AXON AIR R10 TEAM KIT BUNDLE	1	$9,574.84	$0.00	$9,574.84
Annual Payment 10	B00099	UNLIMITED PREMIUM WITH VR PLAN	135	$205,238.89	$0.00	$205,238.89
Annual Payment 10	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	135	$27,985.31	$0.00	$27,985.31
Annual Payment 10	Fleet3ARenewal10Yr	Fleet 3 Advanced Renewal 10yr	34	$73,191.44	$0.00	$73,191.44
Annual Payment 10	H00002	AB4 Multi Bay Dock Bundle	19	$0.00	$0.00	$0.00
Annual Payment 10	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	135	$0.00	$0.00	$0.00
Annual Payment 10	M00051	OFFICER SAFETY PLAN T10 PREMIUM	135	$229,923.93	$0.00	$229,923.93
Annual Payment 10	ProLicense	Pro License Bundle	15	$0.00	$0.00	$0.00
Total				**$657,528.03**	**$0.00**	**$657,528.03**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-424923, Q-519203, Q-524967, Q-533667, Q-557830, Q-581137, Q-808920, Q-813391, Q-813420, Q-836912, Q-851421, Q-855408, Q-877987,

Agency is terminating those contracts effective 3/1/2027 (GAP begins on 3/1/2027 and runs through to 6/30/2027 which is one day prior to the requested start of service - 7/1/2027). Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -$253,169.61

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Rewrite Estimates
Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing
Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing
Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

7/9/2026



Waterloo Police Department

2026 Axon Program | Procurement Analysis

JUNE 2026

AXON

Contains Confidential Information of Axon

***Preliminary budgetary estimate only. Not a valid quote. 2026 pricing subject to change.*

Existing Program

MASTER Expires 4/14/2031

	MASTER (OSP7+ PREM)
2027	**$ 435,936**
2028	**$ 435,936**
2029	**$ 435,936**
2030	**$ 435,936**
2031	***Renewal***
2032	***Renewal***
2033	***Renewal***
2034	***Renewal***
2035	***Renewal***
2036	***Renewal***

TASER & TRAINING	
TASER	135 (TASER 7s)
VR Training	Full VR
TRANSPARENCY	
Body Worn Cameras	139
In Car Cameras Fleet 3	34
Interview Room	
EFFICIENCY DRIVERS	
Storage	Unlimited Axon / 40.71 TB 3rd Party
Auto Tagging	✓
Redaction Assistant	✓
3rd Party Support / Investigate Pro	✓
Retail Crime Hub	
COMMUNITY ENGAGEMENT	
Community Link	✓
Performance	✓
PRODUCTIVITY SUITE	
Standards	Licensing
Records	Licensing
Transcription	✓
AI Era Plan	
REAL TIME AWARENESS	
Signal Sidearm	✓
BWC GPS & Livestreaming	✓
Fleet GPS, Livestreaming, ALPR	✓
Fixed ALPR	
Fusus RTCC	
Dedrone – UAS Sensors	
Axon Air	
Skydio Drone as a First Responder	

Procurement Path 1:

10 Yr Outlook - Standalone Purchases

	Existing	DFR (2) Docks (1) R10 Team Kit	Standalone Total
2027	$ 435,936	$ 137,860	$ 573,807
2028	$ 435,936	$ 137,860	$ 573,807
2029	$ 435,936	$ 137,860	$ 573,807
2030	$ 435,936	$ 137,860	$ 573,807
2031	*$ 945,697*	$ 137,860	$ 1,083,557
2032	*$ 945,697*	*$ 185,962*	$ 1,131,659
2033	*$ 945,697*	*$ 185,962*	$ 1,131,659
2034	*$ 945,697*	*$ 185,962*	$ 1,131,659
2035	*$ 945,697*	*$ 185,962*	$ 1,131,659
2036	*$ 1,150,585*	*$ 185,962*	$ 1,336,547
		10 Year Outlook	**$ 9,241,965**

TASER & TRAINING	
TASER	135
VR Training	Full VR
TRANSPARENCY	
Body Worn Cameras	139
In Car Cameras Fleet 3	34
Interview Room	
EFFICIENCY DRIVERS	
Storage	Unlimited Axon / 40.71 TB 3rd Party
Auto Tagging	✓
Redaction Assistant	✓
3rd Party Support / Investigate Pro	✓
Retail Crime Hub	
COMMUNITY ENGAGEMENT	
Community Link	✓
Performance	✓
PRODUCTIVITY SUITE	
Standards	Licensing
Records	Licensing
Transcription	✓
AI Era Plan	
REAL TIME AWARENESS	
Signal Sidearm	✓
BWC GPS & Livestreaming	✓
Fleet GPS, Livestreaming, ALPR	✓
Fixed ALPR	
Fusus RTCC	
Dedrone – UAS Sensors	
Axon Air	1 R10 Team Kit
Skydio Drone as a First Responder	2 DFR Docks

***Preliminary budgetary estimate only. Not a valid quote. 2026 pricing subject to change.*

Procurement Path 2:

10 Yr – Rewrite (OSP10 Prem + DFR)

Invoicing Summary

2027	**$ 654,551.21**
2028	**$ 654,551.21**
2029	**$ 654,551.21**
2030	**$ 654,551.21**
2031	**$ 654,551.21**
2032	**$ 654,551.21**
2033	**$ 654,551.21**
2034	**$ 654,551.21**
2035	**$ 654,551.21**
2036	**$ 654,551.21**
Total	**$6,545,512.09**

Additional Products WPD would be getting in the Bundle

- Unlimited 3rd Party Storage
- Retail Crime Hub
- 13 Outposts + TAP + Vandalism
- Dedrone – RemoteID Sensor, Portable, and Long Range Radar
- Additional (1) DFR Dock, and (3) DFR Patrol X10s

TASER & TRAINING	
TASER	135 (TASER 10s)
VR Training	Full VR
TRANSPARENCY	
Body Worn Cameras	139
In Car Cameras Fleet 3	34
Interview Room	
EFFICIENCY DRIVERS	
Storage	Unlimited Axon / Unlimited 3rd Party
Auto Tagging	✓
Redaction Assistant	✓
3rd Party Support / Investigate Pro	✓
Retail Crime Hub	✓
COMMUNITY ENGAGEMENT	
Community Link	✓
Performance	✓
PRODUCTIVITY SUITE	
Standards	Licensing
Records	Licensing
Transcription	✓
AI Era Plan	
REAL TIME AWARENESS	
Signal Sidearm	✓
BWC GPS & Livestreaming	✓
Fleet GPS, Livestreaming, ALPR	✓
Fixed ALPR	✓
Fusus RTCC	Fusus – 250 AI Streams
Dedrone – UAS Sensors	RemoteID Sensor + Portable + Long Range
Axon Air	1 R10 Team Kit
Skydio Drone as a First Responder	3 DFR Docks | 3 Patrol X10s

***Preliminary budgetary estimate only. Not a valid quote. 2026 pricing subject to change.*

Privileged and Confidential

Option Summary

Invoicing Summary	Standalone Purchases			Bundled Program
	Existing	+ DFR	Standalone Total	Rewrite (OSP10 Prem + DFR)
2027	$ 435,936	$ 137,860	$ 573,807	$ 408,912.39
2028	$ 435,936	$ 137,860	$ 573,807	$ 573,807.00
2029	$ 435,936	$ 137,860	$ 573,807	$ 596,558.64
2030	$ 435,936	$ 137,860	$ 573,807	$ 628,772.97
2031	*$ 945,697*	$ 137,860	$ 1,083,557	$ 653,923.89
2032	*$ 945,697*	*$ 185,962*	$ 1,131,659	$ 680,080.84
2033	*$ 945,697*	*$ 185,962*	$ 1,131,659	$ 707,728.07
2034	*$ 945,697*	*$ 185,962*	$ 1,131,659	$ 735,575.44
2035	*$ 945,697*	*$ 185,962*	$ 1,131,659	$ 764,998.46
2036	*$ 1,150,585*	*$ 185,962*	$ 1,336,547	$ 795,598.39
10 Year Outlook	**$ 7,622,853**	**$ 1,619,112**	**$ 9,241,965**	**$ 6,545,512.09**

Additional Products WPD would be getting going bundled Rewrite:

- Unlimited 3rd Party Storage
- Retail Crime Hub
- 13 Outposts + TAP + Vandalism
- Dedrone – RemoteID Sensor, Portable, and Long Range Radar
- Additional (1) DFR Dock, and (3) DFR Patrol X10s

***Preliminary budgetary estimate only. Not a valid quote. 2026 pricing subject to change.*

Cost of Waiting:

Delayed Procurement vs. Rewrite

	Delayed Procurement TCV	Rewrite TCV	Cost of Waiting
2028	$ 9,897,146	$ 6,545,512.09	$ 3,351,633.91
2029	$ 10,677,779	$ 6,545,512.09	$ 4,132,266.91
2030	$ 11,507,074	$ 6,545,512.09	$ 4,961,561.91
2031	$ 12,386,980	$ 6,545,512.09	$ 5,841,467.91



***Preliminary budgetary estimate only. Not a valid quote. 2026 pricing subject to change.*



***Preliminary budgetary estimate only. Not a valid quote. 2026 pricing subject to change.*

Officer Safety Plan 10 Premium

Safety meets savings

The Officer Safety Plan 10 Premium helps your agency make the most of your connected, mission critical technologies. From TASER 10 to Axon Fusus, realize substantial savings when you bundle Axon hardware and software offerings.

What's included:



TASER 10

OSP 10 Premium includes TASER 10, Axon's first energy weapon to be wirelessly connected to the Axon Network. Each TASER 10 energy weapon comes with a TASER 10 Certification Pro Plan, which includes Axon's Live Cartridge Duty Replacement Program, training cartridges, holsters, rechargeable batteries, instructor training, and end-user training.



Axon VR Training

OSP 10 Premium includes Axon's Full VR Package, delivering a comprehensive virtual reality training experience. This package provides access to advanced scenarios that develop critical thinking, de-escalation, communication, and tactical expertise. With realistic, immersive training environments, the Full VR Package helps officers build the skills needed to navigate complex challenges with confidence and precision.

Included in TASER 10 certification



Axon Body Camera with Device Connectivity

Axon Body 3 and Axon Body 4 support real-time connectivity that contributes live video, location, and alerts into Axon Fusus. With Axon Body 4, agencies can extend these workflows with bi-directional communications and officer-initiated Watch Me requests, providing additional situational awareness during active incidents.



Axon Fusus BWC with Livestreaming

Axon's real-time operations platform for public safety, bringing live location, video, data, and alerts from connected Axon devices into a single operational view. Fusus supports situational awareness, coordinated response, and investigation as incidents unfold.



Axon Fusus Fixed CCTV with AI Livestream

Axon Fusus unifies live and recorded CCTV video from public and private sources into a single, real-time operating picture for command staff and first responders. It shortens response time, improves situational awareness, and helps agencies make faster, safer decisions during critical incidents.

What's included:



Axon Signal Sensor

Ensure vital footage is captured by adding an automatic activation sensor to your holster, which alerts your camera to start recording when a firearm is unholstered.



Axon Records

Unify report writing, case management and digital evidence within a records management system integrated with Axon Evidence. Streamline workflows and ensure compliance with evolving requirements through customizable forms and a dynamic reporting experience.

License subscription only. Does not include implementation costs. Available for agencies with 100+ sworn officers.



Axon Standards

Establish a single source of truth for use-of-force and internal affairs reporting. Leverage streamlined report writing for high-risk, officer-involved events. Utilize simplified workflows and robust data management capabilities to maintain your agency's standards.

License subscription only. Does not include implementation costs. Available for agencies with 15+ sworn officers.



Axon Evidence

Easily manage, store, review and share data from one cloud-based Digital Evidence Management System (DEMS), all while maintaining security and chain of custody. Officer Safety Plans include Unlimited 1P Storage and 1 Pro Axon Evidence license for the assigned user.



Axon Performance

Streamline supervisor reviews, measure Axon body-worn camera, Fleet and TASER weapon policy compliance, and identify areas for training and policy improvement.



Axon Community Request

Easily collect digital evidence from the public using a custom community portal, and manage submissions through Axon Evidence, Community Surveys, Residence and CR/BR.



Redaction Assistant

Cut down redaction work significantly thanks to automatic screen, license plate, and head detection and tracking.



Auto-Tagging

Use information from your existing CAD/RMS to automatically add metadata to your videos on Axon Evidence.

What's included:



Channel Services

Unite your third-party data onto one centralized platform. Migrate data from one source into Axon Evidence with seamless support.



Unlimited Third-Party Storage

Consolidate digital evidence across your agency with unlimited storage in Axon Evidence.



Axon Investigate

Unlock the power of video evidence with a simple, fast and forensically-sound solution to video evidence challenges.



Retail Crime Hub

Retail crime hub powered by Auror, helps resolve more retail crime cases faster for law enforcement to stop repeat and organized retail offenders.



Axon Outpost + TAP + Vandalism

Axon Outpost combines livestreaming, ALPR, and vehicle recognition in one device—so officers don't just get a hit, they get the full picture in real time. It's everything agencies need to act faster and respond smarter.



Axon Air DFR (Drone as First Responder)

Axon Air delivers scalable drone response for public safety, enabling agencies to deploy drones from patrol vehicles, fixed docks, or a combination of both to provide real-time aerial intelligence during active incidents, with airspace awareness supported in advanced deployments.



Axon Air DFR Dock Pro (1 per 100+ sworn agency)

Position docked drones wherever they are needed, remotely operate them from anywhere in the world, and get the data your teams need to act from real-time situational awareness.



Dedrone Trailer

Dedrone Trailer is a mobile, AI-powered drone detection, tracking, and identification (DTI) solution that can be deployed in just 20 minutes. Versatile configurations include RF and pan-tilt-zoom camera detection or enhanced coverage with integrated radars. Designed for mobility, the trailer can be easily towed and maneuvered using an SUV or truck, providing comprehensive airspace security.

What's included:

Dedrone Fixed Site (RF-Only)

Leverages RF sensors to deliver scalable and reliable airspace security for critical sites. Provides real-time drone detection, tracking, and identification, as well as pinpointing the location of their pilots.

Dedrone (Counter-UAS)

Dedrone provides real-time airspace awareness for public safety, enabling detection, tracking, and identification of unauthorized drones across fixed, mobile, and rapid-response deployments, helping agencies protect operations and maintain visibility during events and active incidents.

The Axon Technology Assurance Plan (TAP) provides warranty coverage for Axon cameras for a preset number of years, after which they're replaced by our next model. For more information, visit axon.com/tap.

Included products, supported options, and feature availability may vary based on agency size, sworn officer count, and selected Officer Safety Plan.

AXON, Axon, OSP, OSP Premium, TASER 10, Axon VR, Axon Body 3, Axon Body 4, Axon Fusus, Axon Signal, Axon Records, Axon Standards, Axon Evidence, Axon Performance, Axon Community Request, Axon Investigate, Axon Outpost, Axon Air and Dedrone are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2026 Axon Enterprise, Inc.

EXECUTIVE BRIEFING · PUBLIC SAFETY

Drones as First Responders

A new operating model for emergency response — and the Midwest agencies already in the sky.



SKYDIO + AXON · MIDWEST REGION

30 AGENCIES · 7 STATES

What is a Drone as First Responder program?

A DFR program puts an autonomous drone over an emergency scene **before officers arrive** — launched from a vehicle, a building, or a rooftop dock. Live aerial video streams to dispatch, command, and responders, turning every priority call into an informed approach instead of a blind one.

MODEL 01

Patrol-Based DFR

A drone kit lives in the patrol vehicle. The officer powers it on at the scene; a remote pilot can take control over LTE/5G. Best fit for rural beats and agencies without a 24/7 RTCC.

MODEL 02

Dock-Based DFR

Rooftop "hives" keep drones charged and pre-positioned across the city. CAD-triggered launches in under 20 seconds; drone on scene in under 90. Persistent 24/7 overwatch.

MODEL 03

Indoor DFR

A GPS-denied, obstacle-avoiding drone (Skydio R10) clears interiors — warehouses, schools, suspect residences — before officers make entry. Turns blind entries into informed entries.

American autonomy. Built for public safety.

Skydio is the largest U.S. drone manufacturer — drones, controllers, docks, and software designed, assembled, and supported in the United States. The company has shipped more than 40,000 drones across public safety, infrastructure, and defense.

FOUNDED

2014

Roots in autonomy go further — founders led Google X's Project Wing program from 2012.

DRONES SHIPPED

40,000+

Deployed across 1,300+ public safety agencies, plus U.S. and allied military.

U.S. MFG INVESTMENT

$3.5B

Committed to expand U.S. drone manufacturing — fifth facility expansion in eight years.

NATIVE TO THE AXON ECOSYSTEM

One workflow, one evidence chain.

Pre-integrated with Axon Air, Evidence, Respond & Fusus. CJIS Security Policy v6.0 compliant.

Four pillars that make DFR actually work in the field.

01

AUTONOMY

Does the flying for you.

Onboard AI handles takeoff, route-finding, subject tracking, and landing. Skydio Pathfinder selects the fastest, safest route to every call. Remote pilots focus on the mission, not the sticks.

02

OBSTACLE AVOIDANCE

True 360° awareness.

Six navigation cameras give the X10 full-sphere collision avoidance, day or night. NightSense maintains avoidance in total darkness. The R10 carries the same logic indoors, in GPS-denied space.

03

CONNECTIVITY

Limitless range over 5G.

Skydio Connect streams live HD over LTE/5G to any authorized device — patrol MDT, RTCC wall, or command staff phone. Pilot from a browser; no proprietary ground station required.

04

ECOSYSTEM

One Axon workflow.

Drone video into Axon Respond & Fusus. Flight logs into Axon Air. Footage and 3D scans auto-uploaded to Axon Evidence alongside body-worn camera. One press of an officer's BWC requests overwatch.

The numbers from agencies already flying DFR.

LAUNCH

<20s

From CAD trigger to airborne. Skydio dock-based launch time.

TIME TO SCENE

88s

Avg. DFR arrival on Priority 1 calls — **48% faster** than the typical officer response.

DRONE-FIRST ARRIVAL

80%

Of calls in Lakewood PD's deployment area now have a drone on scene *before* officers.

CLEARED, NO OFFICER

41%

Of calls handled by drone alone — freeing officers for higher-priority work.

"In 22 weeks we handled over 1,200 calls in our deployment area, cleared 41% without officers, and made 115 arrests — 100% because the drone was on scene."

LAKEWOOD POLICE DEPARTMENT — DIVISION CHIEF

SOURCE: SKYDIO CUSTOMER DATA

The Midwest is flying DFR at scale.

Thirty agencies across seven Midwest states have committed to Skydio + Axon DFR — a regional fleet spanning patrol kits, dock-based overwatch, indoor entry, and fixed-wing support.

AGENCIES

30

Police departments and sheriff's offices.

DOCK HIVES

87

Rooftop-launched X10 systems on 24/7 standby.

PATROL KITS

28

Vehicle-deployed X10 kits launched at the scene.

INDOOR + FIXED WING

10+1

R10 indoor clearing plus one fixed-wing platform for long-range missions.

ILLINOIS **8** · MINNESOTA **8** · MICHIGAN **4** · MISSOURI **3** · WISCONSIN **3** · IOWA **2** · NORTH DAKOTA **2**

30 Midwest agencies. One DFR program.

REGIONAL FLEET TOTAL

87 Docks · 28 Patrol
10 Indoor · 1 Fixed Wing

AGENCY	DEPLOYMENT	FLEET
Brooklyn Park PD · MN	Dock-Based	**10 Docks**
Ramsey County SO · MN	Patrol-Based	**13 Patrol**
Minnetonka PD · MN	Dock-Based	**6 Docks**
Rochester PD · MN	Dock + Indoor	**2 Docks · 1 Indoor**
Duluth PD · MN	Dock + Indoor	**5 Docks · 1 Indoor**
Lakeville PD · MN	Patrol + Indoor	**1 Patrol · 1 Indoor**
Maple Grove PD · MN	Patrol + Indoor	**1 Patrol · 1 Indoor**
St. Paul PD · MN	Dock-Based	**3 Docks**
Fargo PD · ND	Dock-Based	**3 Docks**
Bismarck PD · ND	Dock-Based	**4 Docks**
Woodbury County SO · IA	Patrol + Indoor	**2 Patrol · 1 Indoor**
Altoona PD · IA	Dock-Based	**3 Docks**
St. Joseph PD · MO	Dock + Indoor	**6 Dock · 2 Indoor**
Springfield PD · MO	Dock-Based	**2 Docks**
Lee's Summit PD · MO	Patrol-Based	**3 Patrol**

AGENCY	DEPLOYMENT	FLEET
Kenosha PD · WI	Dock-Based	**3 Docks**
Racine County SO · WI	Dock + Patrol + Indoor	**3·5·1**
Milwaukee PD · WI	Dock-Based	**3 Docks**
Oak Lawn PD · IL	Dock-Based	**2 Docks**
Moline PD · IL	Dock-Based	**2 Docks**
Bloomington PD · IL	Dock + Patrol + Indoor	**3·3·1**
Chicago Heights PD · IL	Dock-Based	**1 Dock**
Melrose Park PD · IL	Dock-Based	**1 Dock**
Addison PD · IL	Dock-Based	**1 Dock**
Niles PD · IL	Dock-Based	**1 Dock**
Romeoville PD · IL	Dock-Based	**2 Docks**
Kent County SO · MI	Dock + Fixed Wing + Indoor	**6·1·1**
Dearborn PD · MI	Dock-Based	**6 Docks**
Warren PD · MI	Dock-Based	**6 Docks**
Sterling Heights PD · MI	Dock-Based	**3 Docks**

NOTATION: Combined deployments shown as **Docks · Patrol · Indoor** (e.g. Racine **3·5·1** = 3 Docks, 5 Patrol, 1 Indoor | Bloomington **3·3·1** = 3 Docks, 3 Patrol, 1 Indoor | Kent County **6·1·1** = 6 Docks, 1 Fixed Wing, 1 Indoor).

Minnetonka, MN — six months in.

Minnesota's first DFR program launched August 2025. Six months of in-region data shows what executives can expect from a dock-based deployment.

CALLS RESPONDED TO

413

Active DFR responses in the first six months of operation.

DRONE ARRIVED FIRST

65.4%

Of those calls had a drone on scene *before* the first patrol unit.

WHAT IT UNLOCKS

Informed approaches, not blind ones.

- Pursuits avoided when subjects are tracked from the air.
- Officers arrive with subject location, weapon status, and crowd size already known.
- Lower-priority calls cleared without a unit being dispatched.

Brooklyn Park's city council approved a **$4.6M, multi-year DFR investment** — described by leadership as a "game changer" for officer visibility — making it one of the largest single-agency DFR commitments in the Midwest.

SOURCE: MINNETONKA PD · CCX MEDIA



THE TAKEAWAY

DFR is no longer experimental. It's operational.

01 **Proven at regional scale.**
30 agencies · 7 states · 87 docks · 28 patrol kits · 10 indoor · 1 fixed wing.

02 **American-made, Axon-native.**
U.S.-built autonomy, pre-integrated with the systems your agency already runs on.

03 **Measurable outcomes from day one.**
Faster response, fewer pursuits, more calls cleared without unnecessary dispatch.

DFR Patrol Bundle

Item	What It Is	Why It Matters
Skydio X10 Patrol Hardware Kit	Includes one (1) Skydio X10 Ready Kit (2.4/5 GHz, 5G/ LTE Ready: SIM Card Included, IR) NA + VT300-Z, one (1) Skydio NightSense with IR Attachment for X10.	Provides all supporting X10 hardware for 24/7 patrol-based operations, including NightSense for dependable, ready-to-fly operations—even in total darkness.
X10 Patrol DFR Subscription Plan with Data	Skydio X10 Patrol-Led DFR Plan enables public safety agencies to operate Drone as First Responder (DFR) programs with DFR Command. Includes one (1) Skydio DFR Command for X10 Patrol subscription and one (1) cellular data plan for the X10 and controller. Includes access to all Skydio Extend APIs, Axon Integrations, and Extend Partner Integrations. Price is annual per drone.	Enables DFR operations with the hand-flown X10 drone, combining cellular connectivity, DFR Command software, and seamless integration with Axon and partner platforms for connected, real-time response.
Axon Air — Axon Evidence Unlimited Storage per Drone	This Axon Air data storage license allows for unlimited data upload, ingestion into Axon Evidence, and individual data tracking generated from drone devices.	Keeps drone flight data secure and organized without concerns about evidence generation limits.
Axon Air — Professional Implementation	Remote and/or onsite implementation services by a dedicated Professional Services Manager (PSM) to support Axon Air systems deployment. As the customer's single point of contact and trusted partner, PSM oversees end-to-end project delivery (system setup, account configuration, regulatory alignment, training coordination, flight operations onboarding, and hardware unboxing) to ensure hardware is fully prepared for operational use. This continuity ensures a seamless experience and builds a strong foundation for long-term program success. PSMs coordinate with key Axon Air vendors and partners to ensure smooth integration with third-party platforms, including data storage and fleet management systems. Designed to accelerate operational success, prepare agencies for UAS program growth, and deliver the highest standard of service.	Ensures your Axon Air system is configured and optimized for new or expanding programs, with a dedicated PSM overseeing setup and integrations for seamless operation.
Axon PSO Onsite Support	Full-day, in-person deployment led by an Axon Professional Services Manager who configures hardware, integrates systems, and trains personnel directly at the customer's location to ensure complete operational readiness.	Provides expert, hands-on setup and training to ensure your agency's systems are properly configured and your team is ready to operate confidently from day one.

Item	What It Is	Why It Matters
Skydio X10 Patrol DFR Services — Premium Solution	Includes one (1) parachute for X10 plan. The plan covers one (1) parachute attachment hardware with unlimited deployment repacks and useful life hardware replacements as determined by Skydio. Customer is responsible for the replacement of the parachute attachment on the drone in accordance with Skydio recommendation. Customer will be charged the full cost of the parachute if Skydio fails to receive the replaced hardware within thirty (30) days of the shipment. Includes access to a discounted and fixed repair and replacement price of $990 per X10 vehicle, up to 3 units, 3 years, or end of the associated term — whichever comes first. Customer will be charged the full cost of the replacement drone if Skydio fails to receive payment of associated replacement fees (covered in T&C) within thirty (30) days of the shipment. Includes access to Skydio Academy Online content. Price is annual per dock.	Enhances safety and reduces lifecycle costs with unlimited parachute refreshes, fixed repair pricing, and continuous access to Skydio Academy Online.
Skydio Assured Future Equipment X10 DFR Patrol Hardware Refresh	SAFE refresh for patrol-led operations, Years 2.5 – 5. Includes one (1) Skydio Assured Future Equipment - X10 Ready Kit (Thermal) Refresh, one (1) Skydio Assured Future Equipment - NightSense Attachment.	Extends the life and reliability of your X10 patrol system with planned equipment upgrades that maintain optimal performance and operational confidence over time.

All non-Axon products, services, or trademarks are property of their respective owners.

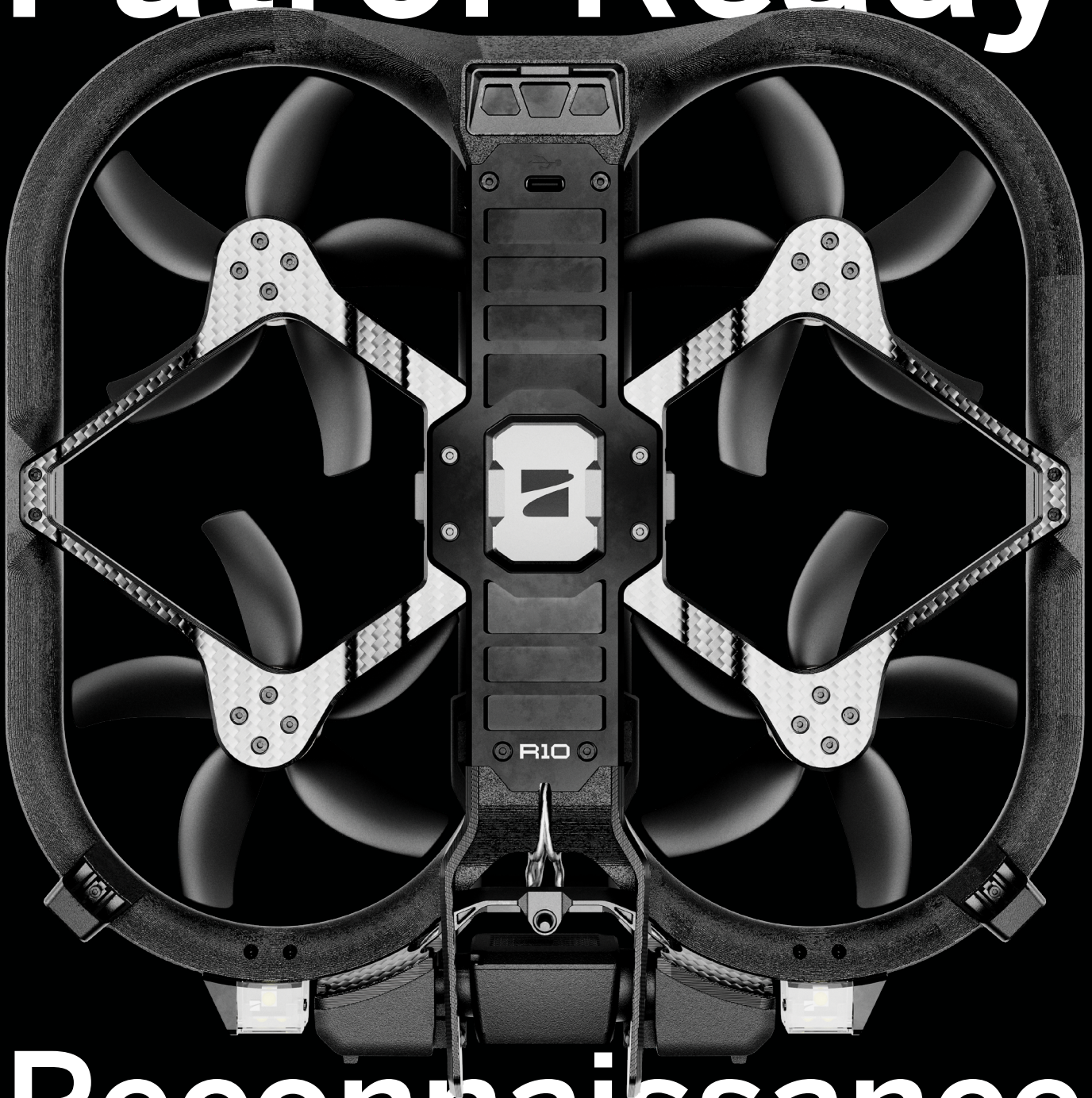
AXON, Axon, Axon Air and Axon Evidence are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2025 Axon Enterprise, Inc.

AXON

Official drone and technology partner of Axon Air

Skydio

Patrol-Ready



Reconnaissance

Equip patrol with on-demand aerial visibility. Deploy and pilot locally indoors or outdoors, or hand off to a remote pilot through DFR Command.

Overview





Launch Fast, Connect Seamlessly

R10 can be launched on scene and, when needed, handed off to a remote pilot through DFR Command. It connects directly into Axon Fusus for real-time awareness and into Axon Evidence for secure chain of custody, using the same proven integrations agencies already rely on.

Built for Patrol, Ready for Indoors

The Skydio R10 is a patrol-ready, 5G-enabled drone that extends Drone as First Responder (DFR) indoors. Small, light, and simple to operate, R10 makes it easier than ever for agencies to equip more patrol officers with on-demand aerial reconnaissance. Officers can launch in about 30 seconds to gain visibility in uncertain situations, whether clearing a building, checking around a corner or inspecting a vehicle. R10 is fully NDAA compliant and American-made.

Trusted Performance, Mission-Ready

With forward obstacle avoidance, NightSense for low-light navigation, integrated lights, dual SIM cellular connectivity, two-way communication and Perch mode for extended overwatch, R10 expands coverage and supports confident decision-making. All media and telemetry are encrypted end to end, backed by CJIS v6.0 compliant infrastructure.

Bundles Built for Patrol

Choose the right kit for your agency. Both include the R10, Controller 2, essential accessories and the R10 Subscription Plan, with Axon Evidence and Professional Implementation to support deployment and adoption.

R10 Patrol Kit

One R10 drone, Controller 2, essential accessories and the R10 Subscription Plan. Provides patrol officers with a ready-to-deploy aerial tool they can launch directly from their vehicle for fast visibility.

R10 Team Kit

Two R10 drones, Controller 2, essential accessories and the R10 Subscription Plan. Offers redundancy and greater availability so teams always have a second unit ready when needed.

Axon Air R10 Bundle Offerings

Component	R10 Patrol Kit	R10 Team Kit	Description
Skydio R10 Drone	√	√ (2×)	Compact NDAA compliant patrol drone with a 12.5MP 1-inch wide camera on a 90° pitch gimbal, dual forward navigation cameras, NightSense for low-light flight, integrated LED floodlights, built-in speaker and microphone, and 5G connectivity with dual SIM slots and WiFi 6 support. Ships SIM-ready, with optional data plan.
R10 Controller	√	√	Controller 2 designed for dependable flight operations and ease of use in patrol deployments.
R10 Subscription Plan (Software + Repair)	√	√	Software and service package including DFR Command, Fleet Manager, Media Sync and storage, live streaming, Remote Flight Deck and crash replacement coverage.
Hard Case	√	√	Rugged protective case designed for secure transport and field readiness.
Dual Charger	√	√	High-capacity dual charger with 230W fast charging, recharging each battery in about 35 minutes.
Spare Propellers	√	√	One complete replacement set included for field maintenance.
Batteries	√ (3×)	√ (4×)	6000 mAh rechargeable lithium-ion batteries providing about 20 minutes of flight each.
Axon Evidence License	√	√	Unlimited third-party storage per pilot in Axon Evidence, enabling seamless video transfer with preserved chain of custody for secure storage and courtroom readiness.
Professional Implementation	√	√	Deployment support from a dedicated Axon Professional Services Manager who oversees setup, training coordination and hardware preparation to accelerate adoption.

Optional Add-Ons

Expand your operational capabilities with customizable options designed for your agency's needs.

Hardware

- R10 Kit (hardware only): One R10 drone, Controller 2, case, dual charger, spare propellers and three batteries
- Skydio SAFE refresh: Optional with Patrol Kit or Team Kit, provides hardware refresh every 2.5 years with multi-year program options
- Additional R10 batteries
- Spare propellers

Software

- Skydio Connect 5G Data Plan (hardware ships SIM-ready, plan optional)

Why Choose R10



Built-In Essentials

High power LED floodlights, forward obstacle avoidance, NightSense for low light navigation and an integrated speaker and microphone deliver critical tools in one compact system.

Extended Overwatch

Provides up to 20 minutes of flight or up to 3 hours in Perch mode. Two-way audio is available while perched, with one-way broadcast via speaker in flight.

Patrol-led DFR

Expands DFR indoors, letting patrol launch on scene, gain visibility quickly and hand off control to a remote pilot through DFR Command. Officers stay focused locally while command maintains live intelligence.

Reliable Connectivity

Built-in 5G with dual SIM slots, switchable at startup in about 40 seconds, plus WiFi 6 support. Customers can bring their own SIM card and data plan or purchase a plan as part of the package.

Fast Deployment

Designed for speed and simplicity, R10 can be airborne in about 30 seconds with minimal training, which makes it practical for everyday patrol use.

Ecosystem Integration

Streams into Axon Fusus for real-time visibility and transfers seamlessly into Axon Evidence with preserved chain of custody. All data is encrypted end to end and managed on CJIS v6.0 compliant infrastructure.

Axon Air brings unmatched expertise in public safety drone programs, and the Skydio R10 extends DFR capabilities indoors. Built for patrol, R10 delivers immediate visibility in high-risk environments while connecting seamlessly into the Axon ecosystem with Fusus and Evidence. Agencies can rely on R10 to respond faster, make smarter decisions and operate with the security and compliance standards trusted across public safety.

For more information, visit axon.com/air or contact your dedicated Axon Air Account Representative to learn how Axon can help transform your operations.

All non-Axon products, services, or trademarks are property of their respective owners.

AXON, Axon, Axon Air, Axon Fusus and Axon Evidence are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2025 Axon Enterprise, Inc.



Official drone and technology partner of Axon Air

Skydio

Skydio | AXON AIR

X10



Breakthrough AI meets best-in-class data capture. All on a modular airframe that fits in a backpack.

You've never seen like this before.

Get the critical data you need wherever and whenever you need it with the groundbreaking Skydio X10. Featuring more megapixels and better optics than any drone its size, X10 offers unrivaled onboard computing power that enables you to automate complex data capturing missions—even in GPS-denied or high EMI environments. With the X10's class-leading cameras, you'll never miss another important detail again.

You've never flown like this before.

Piloting X10 is simple, thanks to its industry-leading autonomy, and advanced AI. And with Skydio NightSense mode, X10 can navigate autonomously in the dark. An industry first. You can also fly X10 from your browser, and hand over control to an offsite pilot any time with Skydio Remote Flight Deck.

40 min

Max flight time.

<40 sec

Deployment time.

IP55

Certified against dust and water.

45 mph

Max flight speed.



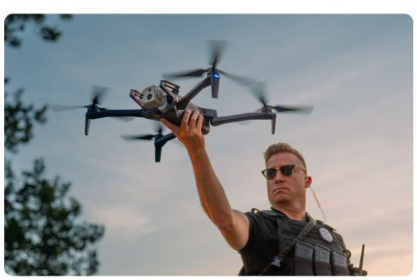
Visionary cameras.

- 64 MP narrow
- 48 MP telephoto
- 50 MP wide with LED flashlight
- Teledyne FLIR Boson+ thermal sensor



Onboard AI.

- Six custom 32MP navigation cameras
- NVIDIA Jetson Orin GPU
- 360-degree visibility
- Autonomous flight, day or night



Ready for anything, anytime, anywhere.

- Under 4.7 pounds
- Open, modular platform
- 5G cellular connectivity

Your logo here

Technical Specs

Aircraft



Startup Time	Under 40 seconds
Dimensions (unfolded, propellers)	31.1" x 25.6" x 5.7"
Dimensions (folded)	13.8" x 6.5" x 4.7"
Weight (including batteries)	Connect SL: 2.11 kg / 4.65 lbs Connect MH: 2.14 kg / 4.72 lbs
Max Hover Time	35 minutes
Max Flight Time	40 minutes
Ingress Protection Rating	IP55
Operational Temperature Range	-20 °C to +45 °C / -4F to 113 F
Wireless Range (no interference, line of sight operation)	Connect SL: 12 km / 7.5 miles Connect MH: 10 km / 6.2 miles
Obstacle Avoidance Coverage	True 360°

Controller



Controller Dimensions	10.5" x 5" x 3"
Screen	6.6" dynamic AMOLED touchscreen 120Hz Adaptive Refresh Rate Resolution: 2340 x 1080 pixels Brightness: 1750 nits (outdoor peak) 392 ppi
Weight	1.14 kg / 2.50 lbs
Max Range	Connect SL: 1 2 km / 7.5 miles Connect MH: 10 km / 6.2 miles
Operating Frequency	Connect SL: 2400-2483.5 MHz 5150-5850 MHz Connect MH: 1625-1725 MHz 1790-1850 MHz 2040-2110 MHz 2200-2300 MHz 2300-2390 MHz 2400-2500 MHz
Ingress Protection Rating	IP54
Wired Outputs	HDMI (type A) & USB-C

Telephoto Camera

Sensor	Sony IMX586-K 1/2" 48 MP CMOS
Diagonal Field of View	13°
Focal Length	35 mm (190 mm equivalent)
Max Video Resolution	3840 x 2880

Wide Camera

Sensor	Sony IMX686 1/1.7" 64 MP CMOS
Diagonal Field of View	93°
Focal Length	8 mm (20 mm equivalent)
Max Video Resolution	3840 x 2880

Narrow Camera

Sensor	Sony 1/1.7" 64 MP CMOS
Diagonal Field of View	50°
Focal Length	10 mm (46 mm equivalent)
Max Video Resolution	3840 x 2880
Aperture	f/1.8

Thermal Camera

Thermal Imager	Teledyne Flir Boson+ Uncooled VOx Microbolometer
Diagonal Field of View	41°
Focal Length	13.6 mm (60 mm equivalent)
Aperture	f/1.0
Thermal Sensitivity	<30 mK NEDT
Infrared Temperature Measurement Accuracy	larger of ± 5 °C or 5%
Max Video Resolution	640 x 512
Temperature Measurement Method	Spot Meter, Area Measurement
Palette	White Hot, Black Hot, Iron Bow, Rainbow

Contact air@axon.com today to learn more about Skydio X10, Remote Ops and Regulatory Services.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jennifer Sparks, Permit Writing Specialists
Building Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution to receive and place on file a Coordinated Contractors' Indemnity 28E Agreement Termination Notice with Iowa Northland Regional Council Of Governments.

RECOMMENDED COUNCIL ACTION

Approve Termination of 28E agreement.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

INRCOG is initiating/disolving the 28E agreement that coordinates all contractor's register through INRCOG rather than individual jurisdictions. The Waterloo Building Department will take over contractor registration. See attached letter.

NEIGHBORHOOD IMPACT

This will eliminate duplicate registration processes.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. INRCOG 28E Agreement Termination Notice

July 21, 2026

Mayor Dave Boesen
715 Mulberry St.
Waterloo, IA 50703-5714

Re: Coordinated Contractors' Indemnity 28e Agreement Termination Notice

Dear Mayor Boesen:

As you may be aware, the Iowa Northland Regional Council of Governments (INRCOG) has had individual 28E agreements with all the local governments in Black Hawk County, excluding La Porte City, for coordinating the certificates and bonds required by communities, as they pertain to their specific building construction and related permitting processes. Historically, these agreements have been in place for over 30 years, with most signed in 1995, and until recently they have served everyone well.

During the past few years as codes, permits, and their local requirements have changed, becoming more detailed and individualized, and as city and county growth strategies have evolved, and with the development of permitting software, it is apparent that the process governed by the agreement has become duplicative or redundant for all involved. We are also seeing that these duplicative processes are becoming inconvenient for the contractors, which conflicts with why the agreements were developed and approved in the first place.

With that in mind, we are providing written notice cancelling or terminating our standing Coordinated Contractors' Indemnity 28E Agreement with your community effective November 30, 2026, and as a result, each community will return to managing their own adopted building and surety requirements.

In reviewing the agreement, cancellation may be caused by either party through written notice to the other party at least sixty (60) days prior to the date of cancellation. This correspondence will serve that purpose and satisfy that requirement.

In the meantime, we will do what we can to ease this transition for our member communities before the end of November, offering technical assistance as requested.

Until then, should you have any questions, please feel free to contact me.

Respectfully submitted,

Brian Schoon, AICP
Executive Director

CC: Kelley Felchle, City Clerk
Jennifer Sparks, Interim Building Official

Approved 2-13-95
Res No. 1995-89

COORDINATED CONTRACTORS' INDEMNITY AGREEMENT

WHEREAS, the City named below (hereinafter "City") wishes to simplify and reduce the cost of providing certain protection to City regarding contractors doing business within its jurisdiction; and

WHEREAS, Iowa Northland Regional Council of Governments (hereinafter "INRCOG") wishes to facilitate cooperation among local governments, and assist contractors in meeting local government insurance requirements; and

WHEREAS, and purchase of insurance by contractors for the purpose of protecting City and/or its citizens will help effectuate one of the purposes of good government.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, INRCOG and City agree to the following terms and conditions.

1. INRCOG hereby agrees to indemnify, protect, and save harmless City for any and all liability or other loss or expense (direct or otherwise) which may arise out of a participating contractor's activities within said City and for which insurance was purchased by said contractor naming INRCOG as an additional insured or otherwise affording coverage to INRCOG.

2. Should a claim be made for the performance or nonperformance of any contractor who is participating in City's contractor insurance program, INRCOG agrees to indemnify, protect, and save harmless said City.

3. In consideration of INRCOG's indemnification, City releases and discharges INRCOG for any liability over and above any amounts covered by contractor's insurance policy.

4. INRCOG will make every good faith effort to collect all sums due and owing it under the insurance policy of contractor for the use and benefit of City. City agrees to provide and pay for any collection or litigation costs associated with such effort.

5. City agrees that INRCOG may charge a nominal fee to contractor for the costs of handling each application filed with proof of insurance coverage.

6. This Agreement cannot be modified without the written agreement of the parties. Cancellation of this agreement may be effected by either party through written notice to the other party at least 60 days prior to the date of cancellation.

7. If any provision of this Agreement shall be declared invalid, unenforceable, or unconstitutional by any decree of a court of competent jurisdiction, such invalidity, unenforceability, or unconstitutionality shall not affect any of the remaining provisions of this Agreement.

Dated this 31st day of January, 1995.

IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS

By: John W Mardis

By: Sharon Juon

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

On this 31ST day of JANUARY, 1995, before me, the undersigned, Notary Public in and for the State of Iowa, personally appeared JOHN W MARDIS AND SHARON JUON, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the
State of Iowa

CITY OF WATERLOO, IOWA

By: John R. Rooff
John R. Rooff, Mayor

ATTEST:

Susan Fangman
Susan Fangman, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK County)

On this 13th day of February, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John R. Rooff and Susan Fangman, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council as contained in the Resolution adopted by the City Council, under Council Action No. 104267 of the City Council on the 13th day of February, 1995, and that John R. Roof and Susan Fangman acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Nancy Eckert
Notary Public in and for the
State of Iowa

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Todd Derifield, Leisure Services Director
Leisure Services Department

MEETING DATE

August 3, 2026

AGENDA ITEM TITLE

Resolution approving roof construction/repairs proposal with Black Hawk Roof Company, Inc., in the amount of $99,000.00 for removal/replacement with EPDM roof at South Hills Pro Shop to include new gutter and downspouts, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Current roof system is over 25 years old and is in need of replacement.
Removal of the built-up roof system and replacement with EPDM roof at South Hills Pro Shop to include new gutter and downspouts. New roof comes with a 25-year manufacturer's warranty.
Proposals were received as follows:
Black Hawk Roofing, Cedar Falls, Iowa $99,000
Service Roofing, Waterloo, Iowa $104,000

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. South Hills Pro Shop Roof Replacement

BLACK HAWK ROOF COMPANY INC.
2843 Geraldine Rd
Waterloo, IA 50703
319-277-9355 FAX: 319-277-9360

PROPOSAL SUBMITTED TO: City of Waterloo — DATE: 6/30/26

PROJECT: South Hills Pro Shop Roof — BID NO.:

LOCATION: 1830 East Shaulis Rd
Waterloo, IA 50701 — BID PKG:

PHONE: 319-493-0452 — ATTENTION: ESTIMATING DEPT.

FAX/EMAIL: Travis.nichols@waterloo-ia.org — PROPOSAL #: EST26-162

The undersigned proposes to furnish all material, labor and necessary equipment to complete the following: Roof approximately 5,002 square feet of three built up roofs and lower epdm entrance roof.
Please note certain qualifications and exclusions:

1. Tear off existing built up roof system down to structural deck and dispose
2. Adhere R-30 (5.2") polyisocyanurate insulation per manufacture specifications.
3. Fully Adhere 0.090" EPDM per manufacture specifications.
4. All terminations and penetrations per manufacture specifications.
5. Fabricate and install new 24 ga. pre-finished sheet metal on perimeter. Existing gutter and downspouts to remain.
6. Upon completion, furnish to owner a manufacturer's 30 year labor and material warranty.

All above work to be completed in a substantial and workmanlike manner.

For the sum of NINETYFIVE THOUSAND NINE HUNDRED DOLLARS ($ 95,900.00)

Voluntary Alternate #1 – Install 60 mil epdm with a 25 year warranty in lieu of 90 mil/30yr
Deduct ($ 9,500)

Voluntary Alternate #2 – Install new gutters and downspouts
ADD $ 3,100

Payments to be made as follows monthly progress payments and 100% upon completion.. This contract maybe void if not accepted within 30 days.
Qualifications and exclusions:

- No sales tax included
- No payment or performance bonds included
- No Snow or ice removal included
- No deck replacement included

Respectfully submitted by:

Mike Kerker

Acknowledged acceptance of this proposal:

By:_____

Date:_____

SERVICE ROOFING
A HEYN BROTHERS COMPANY
319-232-4535

A HEYN ROOFING IOWA COMPANY

123 Arizona St. Waterloo IA 50703 T (319) 232-4535 Website: www.heynbrothers.com

June 10, 2026

JB Bolger
Waterloo Leisure Services
1101 Campbell Ave.
Waterloo, IA 50701

Re: South Hills Golf Course Roof Replacement

SERVICE ROOFING COMPANY proposes to furnish material and labor necessary to install, construct, and place the improvements described herein at 1830 E Shaulis Rd.

Scope of Work: Roof Replacement

- Remove existing roof and metal components.
- Install 5/8" Sheet rock fire barrier.
- Install new wood blocking to match the height of the new roof.
- Install two layers of 2.6" rigid board insulation and a ¼" Dens-deck cover board.
- Install a new Elevate, Black, Fully Adhered 90-mil EPDM roof system.
- Install edge metal to match the existing the best possible. (Exact color matching is not guaranteed as the existing metal has been faded by the sun and we cannot replicate a faded color.)
- We will issue a Two-year MRCA Workmanship Warranty and a Thirty-Year Manufacturer's Warranty.

PRICE: $103,000.00

Please Note:

- If there is any roof deck that needs to be replaced, it will be done on a time and material basis.
- If there are any penetrations that need to be disconnected or raised, we will use your preferred HVAC contractor and have them bill you directly for the work.

This agreement shall become binding only upon the contractor's written acceptance hereof or upon the contractor's commencing performance and upon such acceptance or commencement of performance. This shall constitute the entire contract and be binding upon the parties hereto, there being no covenants, promises, or agreements written or oral except as herein set forth. It is further understood that:

MEMBERS OF:
National Roofing Contractors Association
Midwest Roofing Contractors Association
Iowa Roofing Contractors Association (Certified Contractors)