



AGENDA  
 REGULAR MEETING OF THE NEVADA CITY COUNCIL  
 MONDAY, JULY 24, 2023 – 6:00 P.M.  
 NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET

Notice to the Public: The Mayor and City Council welcome comments from the public during discussion on agenda items. If you wish to speak, please complete a card found on the podium near this agenda and hand it to the City Clerk before the meeting. When your name is called, please step to the podium, state your name and address for the record, and speak. The Mayor may limit each speaker to five minutes. If you wish to present written materials and/or a signed petition in addition to your oral presentation, those materials need to be delivered to the City Clerk by noon on the Wednesday prior to the meeting to be included in the Council packet. The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input when recognized by the Chair. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting. **The Council will be meeting in the Council Chambers, Zoom may be provided, so long as that option is available.**

<https://us02web.zoom.us/j/85159572027?pwd=LzJ0V0F2aEtoOEZxSkY4VGVTdHBpdz09>

OR by phone: (312) 626-6799, (646) 558-8656, (301) 715-8592

Webinar ID: 851 5957 2027 Password: 287321

*\*If you would like to speak through Zoom regarding an agenda item or during public forum prior arrangements are REQUIRED. Written documents may also be submitted.*

*Please call City Hall at 515-382-5466 or email [kwright@cityofnevadaiaowa.org](mailto:kwright@cityofnevadaiaowa.org) by 4:00 p.m. Monday, July 24, 2023*

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
  - A. Approve Minutes of the Regular Meeting held on July 10, 2023
  - B. Approve Payment of Cash Disbursements, including Check Numbers 82175-82274 and Electronic Numbers 1393-1400 (Inclusive) Totaling \$2,568,155.77 (See attached list)
  - C. Approve Financial Reports for Month of June, 2023
5. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A.

6. OLD BUSINESS

- A. Approve Pay Request No. 12 for the Field House from HPC LLC in the amount of \$339,631.65
- B. Approve Change Order No. 4 for 2022 Street Improvements from Manatt's, Inc. in the amount of \$21,942.20
- C. Approve Pay Request No. 5 for 2022 Street Improvement Project from Manatt's, Inc. in the amount of \$108,828.68
- D. Jordan Well No. 4 Plugging and Abandonment, contractor The Northway Corporation
  - 1. Approve Change Order No. 2 in the reduced amount of \$29,092.00
  - 2. Approve Pay Request No. 3, final, in the amount of \$9,892.30
  - 3. Resolution No. 005 (2023/2024): A Resolution accepting the Jordan Well No. 4 Plugging and Abandonment Project as complete

7. NEW BUSINESS

- A. Discussion and Appropriate Follow up - Request from Andy Kelly, storm hook up after CBD Project
- B. Resolution No. 006 (2023/2024): A Resolution Approving A Memorandum of Understanding between Iowa Department of Revenue and City of Nevada Regarding State Setoff Program
- C. Resolution No. 007 (2023/2024): A Resolution releasing land restrictions for North Campus of Story County Medical Center
- D. Approve SCORE Tennis Court/Basketball Court Crack Repair and Court Recoloring for the Park Department
- E. Approve FY2024 Human Services Request, Round No. 1, Nevada Foundation
- F. Resolution No. 008 (2023/2024): A Resolution to Approve Revised Open Records Policy

8. REPORTS – City Administrator/Mayor/Council/Staff

9. ADJOURN

The agenda was posted on the official bulletin board on July 20, 2023, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

E-Mailed \_\_\_\_\_

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MEMO FOR  
REGULAR MEETING OF THE NEVADA CITY COUNCIL  
MONDAY, JULY 24, 2023 – 6:00 P.M.

6. OLD BUSINESS

- A. Approve Pay Request No. 12 for the Field House from HPC LLC in the amount of \$339,631.65

**Enclosed you shall find the pay request and the engineers recommendation**

- B. Approve Change Order No. 4 for 2022 Street Improvements from Manatt's, Inc. in the amount of \$21,942.20

**Enclosed you shall find the change order from Manatt's regarding the storm sewer that was removed with the sanitary sewer**

- C. Approve Pay Request No. 5 for 2022 Street Improvement Project from Manatt's, Inc. in the amount of \$108,828.68

**Enclosed you shall find the pay request from Manatt's, Inc. and the engineers recommendation**

- D. Jordan Well No. 4 Plugging and Abandonment, contractor The Northway Corporation

1. Approve Change Order No. 2 in the reduced amount of \$29,092.00

2. Approve Pay Request No. 3, final, in the amount of \$9,892.30

3. Resolution No. 005 (2023/2024): A Resolution accepting the Jordan Well No. 4 Plugging and Abandonment Project as complete

**Enclosed you shall find the change order and pay request from The Northway Corporation, the engineers recommendation, as well as the resolution establishing the date of completion of the project**

7. NEW BUSINESS

- A. Discussion and Appropriate Follow up - Request from Andy Kelly, storm hook up after CBD Project

**Enclosed you shall find the council action form and history requesting to fix the roof tile as well as the written request from Andy Kelly**

- B. Resolution No. 006 (2023/2024): A Resolution Approving a Memorandum of Understanding between Iowa Department of Revenue and City of Nevada Regarding State Setoff Program

**Enclosed you shall find the resolution approving the setoff program agreement between the City and the Iowa Department of Revenue**

- C. Resolution No. 007 (2023/2024): A Resolution releasing land restrictions for North Campus of Story County Medical Center

**Enclosed you shall find the resolution releasing property originally owned by the City where a portion of the North Campus is sited**

- D. Approve SCORE Tennis Court/Basketball Court Crack Repair and Court Recoloring for the Park Department  
**Enclosed you shall find the council action form and history requesting to make repairs at the SCORE tennis courts**
- E. Approve FY2024 Human Services Request, Round No. 1, Nevada Foundation  
**Enclosed you shall find the correspondence from Brenda Dryer, as well as the scores for each organization requesting funding**
- F. Resolution No. 008 (2023/2024): A Resolution to Approve Revised Open Records Policy  
**Enclosed you shall find the resolution approving the updated policy for open records requests**

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NEVADA CITY COUNCIL - MONDAY, JULY 10, 2023 6:00 P.M.

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1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, July 10, 2023, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Brian Hanson, Barb Mittman, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Ric Martinez, Ray Reynolds, Joe Mousel, Chris Brandes, Ryan Hutton, Brandon Mickelson

Also in attendance were: Brenda Dyer, Louis Lang, David Alt, Jim Reick, Jessica Brandes, Luke Spence, Kathy Marshall, Emily Schaack

3. APPROVAL OF AGENDA

Motion by Dane Nealson, seconded by Steve Skaggs, to approve the agenda. After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Hanson, Mittman, Sampson. Nay: None. The Mayor declared the motion carried.

4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)

Motion by Sandy Ehrig, seconded by Jason Sampson, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting held on June 26, 2023
- B. Approve Payment of Cash Disbursements, including Check Numbers 82092-82174 and Electronic Numbers 1384-1392 (Inclusive) Totaling \$1,193,587.02 (See attached list) and the First Interstate Card Purchases for the July 19, 2023 Statement, total \$4,603.45
- C. Approve Five Day Special Class "C" Retail Alcohol License, Nicole Schneider, d/b/a Nik's Topsy Trailers, 6<sup>th</sup> Street for Downtown Farmer's Market, 7/13/2023-7/17/2023.
- D. Approve Five Day Special Class "C" Retail Alcohol License, Nicole Schneider, d/b/a Nik's Topsy Trailers, 6<sup>th</sup> Street for Downtown Farmer's Market, 7/20/2023-7/24/2023.
- E. Approve Resolution No. 001 (2023/2024): A Resolution Approving Year End Transfers for FY2022/2023

After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Skaggs, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

5. PUBLIC FORUM

Sergeant Chris Brandes was sworn in as Public Safety Director.

Louis Lang expressed his concerns regarding the cost of concrete crushing, the conditions of the streets and their need of repair, as well as a dump site.

Kathy Marshall voiced her concerns over the 4<sup>th</sup> of July fireworks and her accounts of that day.

## 6. OLD BUSINESS

- A. Ordinance No. 1046 (2022/2023): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code to Allow Parking in Certain Areas, third and final reading

Motion by Barb Mittman, seconded by Jason Sampson, to **approve Ordinance No. 1046 (2023/2024), third and final reading.** After due consideration and discussion the roll was called. Aye: Mittman, Sampson, Skaggs, Ehrig, Hanson, Nealson. Nay: None. The Mayor declared the motion carried.

- B. Approve Work Order with HR Green for Annual Renewal for GIS Services

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve Work Order with HR Green for Annual Renewal for GIS Services.** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- C. Approve Change Order No. 3 for 2022 Street Improvements from Manatt's, Inc. in the amount of \$67,277.46

Motion by Sandy Ehrig, seconded by Barb Mittman, to **approve Change Order No. 3 for 2022 Street Improvements from Manatt's, Inc. in the amount of \$67,277.46.** After due consideration and discussion the roll was called. Aye: Ehrig, Mittman, Nealson, Sampson, Skaggs, Hanson. Nay: None. The Mayor declared the motion carried.

- D. Approve Pay Request No. 4 for 2022 Street Improvement Project from Manatt's, Inc. in the amount of \$127,704.98

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve Pay Request No. 4 for 2022 Street Improvement Project from Manatt's, Inc. in the amount of \$127,704.98.** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Hanson, Mittman, Sampson. Nay: None. The Mayor declared the motion carried.

- E. Approve Pay Request No. 25 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,763,004.99

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Pay Request No. 25 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,763,004.99.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- F. Approve Pay Request No. 15 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$172,833.50

Motion by Dane Nealson, seconded by Brian Hanson, to **approve Pay Request No. 15 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$172,833.50.** After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- G. Approve Pay Request No. 10 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$134,994.95

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Pay Request No. 10 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$134,994.95.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

## 7. NEW BUSINESS

- A. Resolution No. 002 (2023/2024): A Resolution to Approve the Contract of the design phase of the Well/Water Main Relocation at the US 30/580<sup>th</sup> Avenue Interchange.

Motion by Barb Mittman, seconded by Steve Skaggs, to **adopt Resolution No. 002 (2023/2024).** After due consideration and discussion the roll was called. Aye: Mittman, Skaggs, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 003 (2023/2024): A Resolution Approving Master Agreement for Municipal Engineering Services with HR Green, Inc.

Motion by Steve Skaggs, seconded by Brian Hanson, to **adopt Resolution No. 003 (2023/2024).** After due consideration and discussion the roll was called. Aye: Skaggs, Hanson, Mittman, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- C. Removal of Over Head Flashing Lights at 6<sup>th</sup> St and I Ave, 2<sup>nd</sup> St and Lincoln Highway, 10<sup>th</sup> St and Lincoln Highway, 15<sup>th</sup> St and Lincoln Highway

Motion by Dane Nealson, seconded by Barb Mittman, to **approve Removal of Over Head Flashing Lights at 6<sup>th</sup> St and I Ave, 2<sup>nd</sup> St and Lincoln Highway, 10<sup>th</sup> St and Lincoln Highway, 15<sup>th</sup> St and Lincoln Highway.** After due consideration and discussion the roll was called. Aye: Nealson, Mittman, Sampson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

8. **CLOSED SESSION:** Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

At 6:45 p.m. motion by Dane Nealson, seconded by Sandy Ehrig, to **approve going INTO Closed Session.** After due consideration and discussion the roll was called via

voice vote. Aye: Nealson, Ehrig, Hanson, Mittman, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

At 6:59 p.m. motion by Dane Nealson, seconded by Barb Mittman, to **approve going OUT OF Closed Session.** After due consideration and discussion the roll was called. Aye: Nealson, Mittman, Sampson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

9. Discussion and appropriate follow-up on Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

- A. Resolution No. 004 (2023/2024): A Resolution Approving Addendum to Employment Agreement for the Position of City Administrator and Authorizing and Directing the Mayor to Execute

Motion by Brian Hanson, seconded by Sandy Ehrig, to **adopt Resolution No. 004 (2023/2024).** After due consideration and discussion the roll was called. Aye: Hanson, Ehrig, Mittman, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

#### 10. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Brian Hanson, to **adjourn the meeting.** Following voice vote, the Mayor declared the motion carried at 6:59 p.m. the meeting adjourned.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Published: \_\_\_\_\_  
Council Approved: \_\_\_\_\_



Louis Lang expressed his concerns regarding the cost of concrete crushing, the conditions of the streets and their need of repair, as well as a dump site.

Kathy Marshall voiced her concerns over the 4<sup>th</sup> of July fireworks and her accounts of that day.

## 6. OLD BUSINESS

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Motion by Barb Mittman, seconded by Jason Sampson, to approve Ordinance No. 1046 (2023/2024), third and final reading. After due consideration and discussion the roll was called. Aye: Mittman, Sampson, Skaggs, Ehrig, Hanson, Nealson. Nay: None. The Mayor declared the motion carried.

- B. Approve Work Order with HR Green for Annual Renewal for GIS Services

Motion by Steve Skaggs, seconded by Dane Nealson, to approve Work Order with HR Green for Annual Renewal for GIS Services. After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

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- D. Approve Pay Request No. 4 for 2022 Street Improvement Project from Manatt's, Inc. in the amount of \$127,704.98

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- E. Approve Pay Request No. 25 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,763,004.99

Motion by Jason Sampson, seconded by Dane Nealson, to approve Pay Request No. 25 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,763,004.99. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- F. Approve Pay Request No. 15 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$172,833.50

Item # 4B  
Date: 7-24-23

CITY OF NEVADA  
CLAIMS REPORT FOR JULY 24, 2023  
07/11/23 THRU 07/24/23

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGEWORKS	FSA 2022 PMT	46.15	1397
MANATTS	2022 ST IMP PROJ-N-S14	127,704.98	82175
SAMS CLUB	4PLX-CONCESSIONS	2,376.66	82176
CENGAGE	LIB-MATERIALS	30.39	82177
ON TRACK CONST	WWTF-PH4,PR#10	134,994.95	82178
WILLIAMS BRO CONST	WWTF-PH2,PR25	1,763,004.99	82179
BOOMERANG	WWTF-PH3,PR#15	172,833.50	82180
EFTPS	FED/FICA TAX	29,440.21	1393
HUTTON, RYAN	HSA	275.42	1394
SYDNES, KELLAN	HSA	50.00	1395
CORNISH, DEVIN	HSA	50.00	1396
MISSION SQUARE	DEFERRED COMP	1,072.50	82185
COLLECTION SVC CENTER	CHILD SUPPORT	305.71	82186
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID 7/17/23	1,395.41	1399
BAKER & TAYLOR	LIB-MATERIALS	1,881.68	82191
CENGAGE	LIB-MATERIALS	250.00	82192
OVERDRIVE	LIB-BRIDGES E-BOOK	1,754.25	82193
MIDWEST TAPE	LIB-DIGITAL MEDIA	309.60	82194
COUGHLIN, ERIN	LIB-PROGRAM REIMB	25.78	82195
PROQUEST	LIB-MATERIALS	1,589.76	82196
UNIQUE MGMT SVCS	LIB-PLACEMENTS	65.00	82197
B5 BRANDING ELITE SCREEN	LIB-ADULT SLC PRIZES	396.54	82198
WAGEWORKS	FSA 2022 PMT	307.38	1398
GREAT WESTERN	POOL -LIFEGUARD TRNG	4,603.45	1400
FAREWAY	WTR-SUPPLIES	32.89	82199
ALLIANT	WTR/STS/CEM-UTILITIES	4,507.27	82200
NEVADA VET CLINIC	PD-ANIMAL CONTROL	368.90	82201
PRATT SANI	ALL-GARBAGE SVCS	1,253.82	82202
VAN WALL	CEM/PKM/WWT-JD TRACTOR LEASE/SUPPLIES	4,471.75	82203
SCHENDEL PEST CONTROL	POOL/4PLX-PEST CONTROL	148.24	82204
NEVADA POSTMASTER	ADM-BOX RENT 530	252.00	82205
STATE HYGIENIC LAB	WWT/POOL-LAB ANALYSIS	3,160.50	82206
ARNOLDS	WWT/PKM-SUPPLIES	168.79	82207
IA STATE READY MIX	WTR-1043 C AVE MAIN RPR	1,536.00	82208
NEVADA ROTARY	CA/FD/PD-DUES	1,131.00	82209
STORY CO TREAS	PD/WTR/WWT-FY24QTR1	11,582.07	82210
VERIZON	LIB-WTR/WWT-SVCS	280.07	82211
IA DNR	WTR-SUPPLY FEE 2024	761.96	82212
GATEHOUSE	PUBLIC NOTICE	676.06	82213
IA COUNTY ATTORNEYS ASS	PD-BRANDES/HENDERSON/MARTINEZ	225.00	82214
HOKEL	WTR/FD-SUPPLIES	184.29	82215
MECHANICAL COMFORT	WTR-AC RPR	120.00	82216
JERICO SVCS	STS-DUST CONTROL	5,120.00	82217
NEVADA COMM SCHOOL	ALL-FUEL	5,238.83	82218
GOOD AND QUICK	FD-#11 OIL CHANGE	75.84	82219
ROTO-ROOTER	CH-PREV MAINT	590.00	82220
JOHNSON CONTROLS	CH-FIRE ALARM MONITORING	720.34	82221
INTL INSTITUTE OF MUN C	ADM-MEMB WRIGHT	185.00	82222
ZIEGLER	CH-GENERATOR REPAIR	946.23	82223
STOREY KENWORTHY	WTR/WWT-UTILITY BILLS	3,981.50	82224
IA PRISON IND	STS-SIGNS	1,342.10	82225
STORY CO CONS	PKM-HEMLOCK REMOVAL	32.50	82226
ACCO	POOL-CO2	1,724.00	82227
VESSCO I	WTR-VALVE SLEEVE	1,629.00	82228

EZ-LINER IND	STS-FILTER/GASKET	111.49	82229
NEVADA HARDWARE	ALL-SUPPLIES	644.00	82230
HENDERSON TV & APPLIANCE	SC-MICROWAVE	444.00	82231
STAPLES	ADM/WTR/WWT-PAPER	484.90	82232
WINDSTREAM	LIB/PD-PHONES	156.22	82233
CONSUMERS ENERGY	ALL-UTILITIES	9,365.35	82234
INTL ASSOC OF ARSON INV	FD-REYNOLDS/HENDERSON/HUTTON	1,353.00	82235
PETROLEUM MARKETERS MUT	WWT-UNDERGROUND TANK INS	1,557.00	82236
JOHN DEERE FIN	CEM/STS/PKM-SUPPLIES	553.74	82237
HR GREEN	ALL-ENG	20,384.32	82238
BRICK GENTRY PC	ALL-LEGAL	6,810.00	82239
IACP	PD-CIZMADIA TRNG	475.00	82240
CLOUSER PLBG TECH	POOL-RPR	651.77	82241
ZIMCO	PKM-HERBICIDE	1,056.25	82242
SIGLER	NEWSLETTER	2,602.68	82243
MISSISSIPPI LIME	WTR-QUICKLIME	10,185.08	82244
WILLIAMSON ELECT	PKM-HATTERY SHELTER/POND	6,572.98	82245
MAX AG	PKM-HERBICIDE	199.37	82246
AIR FILTER SALES/SERVIC	CH-FURNACE FILTERS	1,170.57	82247
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 8/2023	637.81	82248
CONSTRUCTION MAT TESTING	2022 ST IMPROV	499.00	82249
AIR PRODUCTS	WTR-CHEMICALS	1,862.50	82250
QUADIENT	P&Z ADDITIONAL POSTAGE	1,026.14	82251
QUADIENT	ALL-POSTAGE	1,000.00	82252
WEX BANK	ALL-GAS CARD	1,667.68	82253
AMES FORD LINCOLN	EMS-#864 RPR	349.22	82254
KRUCK P & H CO	CH-BLADE/BELT RTU2	366.23	82255
SHRED-IT	PD-SHREDDING	165.88	82256
SCHULING HITCH CO	STS-OVERLOAD SPRINGS	275.00	82257
MARTIN BROS DIST CO	4PLX-CONCESSIONS	2,135.90	82258
IAFC	FD-REYNOLDS	699.00	82259
BOUND TREE MEDICAL	EMS-MEDICAL SUPPLIES	198.66	82260
DOG WASTE DEPOT	PKM-DOG WASTE BAGS	277.88	82261
MENARDS - AMES	PKM/FD/WWT-SUPPLIES	367.25	82262
MACQUEEN	STS/WWT-SUPPLIES	5,478.98	82263
MATHESON TRI-GAS	POOL-CO2	138.42	82264
FIRSTNET	PD-CAR COMPUTERS	412.70	82265
RASMUSSEN, HEATHER	EMS-CPR	250.00	82266
MADISON NAT LIFE INS	ALL-LIFE INSURANCE	468.83	82267
RANGEMASTERS	PD-BRANDES KEY HOLDER/BAG	132.23	82268
BOOMERANG CORP	ALL-ROCK CRUSHING/ASPHALT	80,427.00	82269
SEILER INSTRUMENT	GIS-MAPPING	970.00	82270
METRONET	ALL-INTERNET SVCS	292.20	82271
DAKOTA SUPPLY	WTR-SVCS SIGN/FLAG HOLDER	145.93	82272
ACCOUNT SERVICES	COPIER BUY OUT	3,764.58	82273
MOSINSKI, MARILYN	LIB-MTG RM CANCELLATION	50.00	82274
	WATER	150.77	
	WATER DEPOSITS	36.11	
	Refund Checks Total	186.88	
	Accounts Payable Total	2,466,047.00	
	Payroll Checks	101,921.89	
	***** REPORT TOTAL *****	2,568,155.77	
	GENERAL	149,126.14	
	ROAD USE TAX	55,341.22	
	LOCAL OPTION SALES TAX	13,534.68	
	LIBRARY TRUST	1,437.06	
	SENIOR CENTER TRUST	444.00	
	PARK OPEN SPACE	266.31	

DANIELSON TRUST	2,057.86
SC/FIELDHOUSE	180.91
2021 STS 11TH/S14	128,203.98
TRAIL CIP RESERVE PROJTS	5,414.00
WATER	73,190.15
WATER DEPOSITS	36.11
SEWER	32,186.69
SEWER CAP IMP PROJECT	2,070,833.44
STORM WATER	21,689.70
REVOLVING FUND	12,464.58
FLEX BENEFIT REVOLVING	353.53
HEALTH INS, SELF FUND	1,395.41
TOTAL FUNDS	<u>2,568,155.77</u>

JLBCERP 7/20/23  
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CITY OF NEVADA  
BALANCE SHEET  
CALENDAR 6/2023, FISCAL 12/2023

Item # 4C  
Date: 7-24-23

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	465,382.88	5,535,915.95
002-000-1110	CASH-HOTEL/MOTEL	7,453.18-	11,092.75
010-000-1110	CASH-ROAD USE TAX	167,485.12	2,591,321.77
012-000-1110	CASH-EMPLOYEE BENEFITS	802,679.64-	14,073.75
013-000-1110	CASH-RUT CAPITAL	44,201.56-	401,569.84
019-000-1110	CASH-EMERGENCY FUND	78,566.49-	335.61
021-000-1110	CASH-LOCAL OPTION TAX	15,902.48	1,736,507.49
025-000-1110	CASH-TIF	709,340.08-	1,422,078.28
026-000-1110	CASH-LMI SUBFUND	61,224.10	251,941.80
060-000-1110	CASH	48,068.00-	11,932.00
067-000-1111	RESERVE-WELLS	7.77	1,841.49
067-000-1113	RESERVE-ZWILLING	.49	115.80
067-000-1114	RESERVE-ALBERRY	4.45	1,053.62
068-000-1118	RESERVE-UNDESIGNATED	.99	234.99
068-000-1119	RESERVE-HARMS TRUST, GREEN SP	115.72	27,417.98
069-000-1110	CASH-LIBRARY TRUST	1,639.91-	9,037.90
071-000-1110	CASH-FIRE TRUST	76.33	18,085.43
072-000-1110	CASH-SCORE UNDESIGNATED	24.88	5,895.89
073-000-1110	CASH-SCORE O&M	1.16	273.93
074-000-1110	CASH-NORTH STORY BASEBALL	116.72-	5,515.68
075-000-1110	CASH-SENIOR COMM CENTER	45.73	10,836.13
076-000-1110	CASH-GH PIANO	83.13	19,697.57
077-000-1110	CASH-POLICE FOREITURE	53.30	12,629.51
079-000-1122	RESERVE-GRNBLT MAP 2005	15.77	3,737.31
079-000-1124	RESERVE-ST CO TRAIL	1.74	412.20
079-000-1127	RESERVE-UNRESTRICTED	1,331.52	99,521.91
079-000-1128	RESERVE-SCORE SCOREBOAR	20.11	4,764.66
079-000-1130	RESERVE-LANDSCAPING	48.84	6,573.35
079-000-1131	RESERVE-FIELD MAINT	122.05	28,919.29
079-000-1132	RESERVE-LEW HANSEN SUB	6.18	1,464.47
079-000-1133	RESERVE-87 SOUTHWOOD	33.26	7,880.31
079-000-1134	RESERVE-MARDEAN PARK	3.95	935.27
079-000-1135	RESERVE-WILSON POND DONATIONS	3.26	772.93
079-000-1137	P&R BRINKMAN MEMORIAL	1,793.73	3,253.90
080-000-1110	CASH-COLUMBARIAN MAINT	142.01	5,215.05
081-000-1110	CASH-TRAIL MAINTENANCE	138.71	32,864.65
082-000-1110	CASH-DANIELSON/OTHERTRU	166.80-	245,335.28
083-000-1110	CASH-LIB BLDG TRUST	.86	202.68
084-000-1110	CASH-TREES FOREVER	19.95	4,727.50
085-000-1110	CASH-4TH OF JULY	2,477.58-	5,311.35
086-000-1110	CASH-COMM BAND	1,110.08	2,387.78
000-000-1110	CASH-DEBT SERVICE	765,482.71	630,829.39
001-000-1110	CASH-CITY HALL/PUBLIC S	2.57	608.23
002-000-1110	CASH-LIBRARY BLDG	97,725.75-	5,318.76
004-000-1110	CASH-SC/FIELDHOUSE	2,391,639.06	2,838,551.48
007-000-1110	CASH-SIDEWALKIMPROVEMEN	20,697.18	118,844.47
010-000-1110	CASH-2021STS PROJ 11TH/S14	180.91-	672,644.03-
011-000-1110	CASH-2019 CIP WORK	6,734.80	1,595,721.74
015-000-1110	CASH-CBD DOWNTOWN IMPR	119,937.46	
021-000-1110	CASH-TRAIL CIP PROJECTS	2,004.85-	462,402.06
022-000-1110	CASH-ARP FUNDS	4,354.34	1,031,704.22

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
323-000-1110	CASH-2017STS,WTR,WWT,STM PROJ	221.00	
500-000-1110	CASH-PERPETUAL CARE	6,170.00	172,681.58
501-000-1110	CASH-BATTERY		5,000.00
500-000-1110	CASH-WATER O&M	19,634.70-	3,676,319.33
501-000-1110	CASH-WATER DEPOSITS	897.84	89,890.85
502-000-1110	CASH-WATER PLANT UPGRADE RSRV	6,526.85	1,546,451.49
505-000-1110	CASH-WATER 2012C BOND		200,016.73
507-000-1110	CASH-WTR CAPITAL REVOLV	11,827.26-	6,308.03
508-000-1110	CASH-JORDAN WELL PROJ	1,853.00-	178,439.89-
510-000-1110	CASH-WASTEWATER O&M	1,653,152.67-	2,021,892.39
511-000-1110	CASH-SEWER REVOLVING	1,860,783.58	1,768,582.61
515-000-1110	CASH-SEWER CONSTRUCTION	36,641.81	3,356,465.10
516-000-1110	CASH-WWT CIP	15,000.00-	727,945.82-
517-000-1110	CASH-WWT CAPITAL	1,650.56	391,078.47
518-000-1110	CASH-SRF SPONSORED PROJECT	25,446.38-	529,730.66-
570-000-1110	CASH-GARBAGE UTILITY	5,984.55	5,375.77
740-000-1110	CASH-STORM WATER UTILIT	16,783.76	1,094,959.71
810-000-1139	RESERVE-PARK & RECREATI	37,333.59-	96,577.22
810-000-1140	RESERVE-LIBRARY	2,183.30	60,017.08
810-000-1141	RESERVE-CEMETERY	388.79	92,119.34
810-000-1142	RESERVE-FINANCE	23,615.32-	307,809.61
810-000-1143	RESERVE-FIRE	2,411.35	520,147.39
810-000-1144	RESERVE-POLICE	642.56	152,245.30
810-000-1146	RESERVE-PLANNING & ZONI	174.05	41,240.01
810-000-1147	RESERVE-GATES HALL	239.92	56,845.51
810-000-1148	RESERVE-TECHNOLOGY	17,387.01	15,141.37
812-000-1110	CASH-FLEXIBLE BENEFITS	126.60	32,967.87
813-000-1110	CASH-HEALTH INS/SELF FUND	3,394.10	18,243.28
830-000-1110	CASH-SICK & VACATION	1,352.65	320,492.81
	CASH TOTAL	2,405,524.56	33,167,773.85
301-000-1120	PETTY CASH - LIBRARY		75.00
301-000-1123	PETTY CASH - POOL		1,000.00
600-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	1,675.00
182-000-1168	COUNTY FOUNDATION INVES		86,491.33
	SAVINGS TOTAL	.00	86,491.33
	TOTAL CASH	2,405,524.56	33,255,940.18

CITY OF NEVADA  
BUDGET REPORT  
CALENDAR 6/2023, FISCAL 12/2023  
PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,440,543.00	125,454.75	1,423,088.16	98.79	17,454.84
	POLICE-OFFICE TOTAL	137,518.00	14,490.63	131,513.16	95.63	6,004.84
	EMERGENCY MANAGEMENT TOTAL	1,300.00	2,729.05	5,002.27	384.79	3,702.27-
	COVID-19 TOTAL	.00	.00	359.40	.00	359.40-
	FLOOD CONTROL TOTAL	27,600.00	512.19	19,391.79	70.26	8,208.21
	FIRE TOTAL	225,828.00	32,009.48	228,666.29	101.26	2,838.29-
	AMBULANCE TOTAL	32,700.00	1,075.31	13,436.90	41.09	19,263.10
	BUILDING INSPECTIONS TOTAL	59,030.00	4,912.97	49,397.63	83.68	9,632.37
	ANIMAL CONTROL TOTAL	4,500.00	245.20	3,422.85	76.06	1,077.15
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	42.56	1,142.26	76.15	357.74
	PUBLIC SAFETY TOTAL	1,930,519.00	181,472.14	1,875,420.71	97.15	55,098.29
	ROADS, BRIDGES, SIDEWALKS TOTA	757,319.00	93,382.77	607,400.52	80.20	149,918.48
	STREET LIGHTING TOTAL	137,000.00	9,798.20	115,339.78	84.19	21,660.22
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	.00	.00	500.00
	PAVEMENT MARKINGS TOTAL	15,000.00	1,364.00	11,137.52	74.25	3,862.48
	SNOW REMOVAL TOTAL	77,275.00	.00	62,977.41	81.50	14,297.59
	TREES & WEEDS TOTAL	50,000.00	7,800.00	39,201.87	78.40	10,798.13
	PUBLIC WORKS TOTAL	1,037,094.00	112,344.97	836,057.10	80.62	201,036.90
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	215.00	1.65	12,785.00
	OTHER HEALTH/SOCIAL SERV TOTA	40,000.00	.00	16,269.58	40.67	23,730.42
	HEALTH & SOCIAL SERVICES TOTA	53,000.00	.00	16,484.58	31.10	36,515.42
	LIBRARY TOTAL	477,441.00	49,689.46	482,710.24	101.10	5,269.24-
	LIBRARY-DONATED TOTAL	43,800.00	1,999.72	28,692.27	65.51	15,107.73
	LIBRARY-STATE INFRASTRUCT TOTA	23,000.00	892.78	17,142.13	74.53	5,857.87
	MUSEUM/BAND/THEATRE TOTAL	1,000.00	.00	920.00	92.00	80.00
	PARKS TOTAL	136,068.00	13,476.14	141,601.05	104.07	5,533.05-
	PARK MAINTENANCE TOTAL	386,576.00	88,792.09	357,075.55	92.37	29,500.45
	PARKS-ATHLETIC FIELDS TOTAL	20,000.00	4,001.65	17,572.55	87.86	2,427.45
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	617.12	4.11	14,382.88
	FOUR-PLEX COMPLEX TOTAL	49,617.00	16,062.97	41,364.98	83.37	8,252.02
	POOL TOTAL	276,736.00	60,618.90	291,867.79	105.47	15,131.79-
	RECREATION TOTAL	75,913.00	9,654.10	75,935.49	100.03	22.49-
	ADULT SOFTBALL TOTAL	1,819.00	.00	123.31	6.78	1,695.69
	COMMUNITY HEALTH/WEELLNESS TOTA	1,200.00	.00	531.20	44.27	668.80
	SENIOR ACTIVITY TOTAL	5,800.00	.00	4,546.76	78.39	1,253.24
	OPEN RECREATION TOTAL	1,000.00	.00	.00	.00	1,000.00
	CEMETERY TOTAL	200,500.00	21,543.83	151,606.05	75.61	48,893.95
	COMMUNITY CTR/ZOO/MARINA TOTA	126,080.00	12,180.77	112,529.01	89.25	13,550.99
	SENIOR COMMUNITY CENTER TOTAL	8,597.00	406.28	7,264.66	84.50	1,332.34
	FIELDHOUSE TOTAL	210,000.00	.00	.00	.00	210,000.00
	BASEBALL SOFTBALL TOTAL	41,685.00	3,660.18	39,394.85	94.51	2,290.15
	YOUTH BASKETBALL TOTAL	10,890.00	1,482.88	11,694.63	107.39	804.63-

CITY OF NEVADA  
 BUDGET REPORT  
 CALENDAR 6/2023, FISCAL 12/2023  
 PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	VOLLEYBALL TOTAL	1,892.00	.00	1,717.04	90.75	174.96
	FLAG FOOTBALL TOTAL	6,395.00	.00	5,930.87	92.74	464.13
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,787.00	.00	1,664.30	59.72	1,122.70
	CIRL TOTAL	5,000.00	.00	5,593.08	111.86	593.08-
	HISTORICAL SOCIETY TOTAL	.00	.00	5,000.00	.00	5,000.00-
	HISTORIC PRESERVATION TOTAL	6,250.00	418.58	518.58	8.30	5,731.42
	CULTURE & RECREATION TOTAL	2,135,296.00	284,880.33	1,803,613.51	84.47	331,682.49
	ECONOMIC DEVELOPMENT TOTAL	637,614.00	60,386.32	481,587.70	75.53	156,026.30
	MAIN STREET NEVADA TOTAL	25,000.00	.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	60,000.00	.00	3,850.00	6.42	56,150.00
	PLANNING & ZONING TOTAL	284,030.00	58,100.93	271,399.85	95.55	12,630.15
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	9,500.00	10,000.00	20,000.00	210.53	10,500.00-
	LINCOLN HWY DAYS TOTAL	4,500.00	.00	4,500.00	100.00	.00
	OTHER COMM & ECO DEV TOTAL	1,100.00	497.75	7,435.10	675.92	6,335.10-
	COMMUNITY & ECONOMIC DEV TOTA	1,022,544.00	128,985.00	788,772.65	77.14	233,771.35
	MAYOR/COUNCIL/CITY MGR TOTAL	9,231.00	783.56	18,299.77	198.24	9,068.77-
	COUNCIL TOTAL	10,423.00	.00	34.00	.33	10,389.00
	CITY ADMINISTRATOR TOTAL	59,300.00	2,284.06	46,609.60	78.60	12,690.40
	CLERK/TREASURER/ADM TOTAL	521,817.00	43,813.04	439,376.89	84.20	82,440.11
	LEGAL SERVICES/ATTORNEY TOTAL	143,700.00	9,455.00	165,702.57	115.31	22,002.57-
	CITY HALL/GENERAL BLDGS TOTAL	129,292.00	8,743.14	105,076.72	81.27	24,215.28
	TORT LIABILITY TOTAL	76,160.00	.00	70,173.00	92.14	5,987.00
	OTHER GENERAL GOVERNMENT TOTA	14,000.00	1,760.94	15,797.48	112.84	1,797.48-
	GENERAL GOVERNMENT TOTAL	963,923.00	66,839.74	861,070.03	89.33	102,852.97
	CITYHALL/LIBRARY DEBT TOTAL	98,213.00	.00	98,162.50	99.95	50.50
	CBD PROJECT 8.9M TOTAL	178,600.00	.00	178,550.00	99.97	50.00
	2013 GO BOND TOTAL	.00	.00	664,000.00	.00	664,000.00-
	GATES HALL DEBT TOTAL	396,900.00	.00	.00	.00	396,900.00
	2019B CIP WORK TOTAL	443,400.00	.00	443,350.00	99.99	50.00
	DDCE WTR/WWT/STS DEBT TOTAL	664,050.00	.00	.00	.00	664,050.00
	DEBT SERVICE TOTAL	1,781,163.00	.00	1,384,062.50	77.71	397,100.50
	FLOOD CONTROL TOTAL	75,000.00	.00	.00	.00	75,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,520,000.00	180.91	285,955.42	11.35	2,234,044.58
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	10,000.00	.00	.00	.00	10,000.00
	TRAIL SYSTEM-BIKE/WALK TOTAL	.00	4,580.50	17,889.00	.00	17,889.00-
	FIELDHOUSE TOTAL	7,640,000.00	312,526.25	4,362,315.02	57.10	3,277,684.98



CITY OF NEVADA  
BUDGET REPORT  
CALENDAR 6/2023, FISCAL 12/2023

CCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	100.0% PERCENT EXPENDED	UNEXPENDED
	CAPITAL PROJECTS TOTAL	10,270,000.00	317,287.66	4,666,159.44	45.43	5,603,840.56
	WTR 2012C BOND TOTAL	463,900.00	.00	463,850.00	99.99	50.00
	WWT DEBT TOTAL	1,225,660.00	.00	1,123,537.60	91.67	102,122.40
	TOTAL	.00	.00	10,494.75	.00	10,494.75-
	WATER TOTAL	50,490.00	11,853.88	47,415.52	93.91	3,074.48
	WATER-PLANT/PUMPS TOTAL	989,753.00	105,937.11	1,430,235.70	144.50	440,482.70-
	WATER-LINES-INST & O&M TOTAL	79,065.00	6,786.37	52,134.53	65.94	26,930.47
	WATER ACCOUNTING TOTAL	364,591.00	35,403.89	360,874.04	98.98	3,716.96
	WASTEWATER PLANT TOTAL	678,724.00	59,453.93	640,865.98	94.42	37,858.02
	WASTSEWATER COLLECTION TOTAL	33,404,246.00	1,595,201.05	25,798,987.32	77.23	7,605,258.68
	WASTEWATER ACCOUNTING TOTAL	245,530.00	25,453.12	239,930.20	97.72	5,599.80
	LANDFILL/GARBAGE TOTAL	73,700.00	53.54	73,307.84	99.47	392.16
	STORM WATER TOTAL	60,900.00	2,777.26	8,993.52	14.77	51,906.48
	ENTERPRISE FUNDS TOTAL	37,636,559.00	1,842,920.15	30,250,627.00	80.38	7,385,932.00
	TRANSFERS IN/OUT TOTAL	4,595,894.00	3,711,255.22	6,533,315.22	142.16	1,937,421.22-
	TRANSFER OUT TOTAL	4,595,894.00	3,711,255.22	6,533,315.22	142.16	1,937,421.22-
	TOTAL EXPENSES	61,425,992.00	6,645,985.21	49,015,582.74	79.80	12,410,409.26

CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 6/2023, FISCAL 12/2023  
BUDGET MTD  
ESTIMATE BALANCE  
PCT OF FISCAL YTD 100.0%  
YTD PERCENT  
BALANCE RECVD  
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,092,271.00	937,056.30	4,593,276.75	112.24	501,005.75-
	HOTEL MOTEL TOTAL	9,025.00	46.82	6,626.53	73.42	2,398.47
	ROAD USE TAX TOTAL	932,501.00	221,962.74	1,073,045.22	115.07	140,544.22-
	EMPLOYEE BENEFITS TOTAL	557,679.00	5,515.29	589,660.67	105.73	31,981.67-
	RUT CAPITAL TOTAL	200,200.00	1,694.84	214,363.86	107.07	14,163.86-
	EMERGENCY FUND TOTAL	76,276.00	615.16	79,517.26	104.25	3,241.26-
	LOCAL OPTION SALES TAX TOTAL	988,500.00	118,142.68	1,352,840.61	136.86	364,340.61-
	TAX INCREMENT FINANCING TOTAL	564,561.00	15,434.02	622,276.37	110.22	57,715.37-
	LMI-SUBFUND TOTAL	75,880.00	61,224.10	61,224.10	80.69	14,655.90
	ECONOMIC DEVELOPMENT TOTAL	150,000.00	11,932.00	87,254.00	58.17	62,746.00
	RESTRICTED GIFTS TOTAL	5.00	12.71	96.13	1,922.60	91.13-
	CEMETARY CIP/LAND TOTAL	20.00	116.71	1,102.23	5,511.15	1,082.23-
	LIBRARY TRUST TOTAL	7,320.00	50.34	12,748.06	174.15	5,428.06-
	FIRE TRUST TOTAL	30.00	76.33	577.31	1,924.37	547.31-
	SCORE-UNDESIGNATED TOTAL	10.00	24.88	188.21	1,882.10	178.21-
	SCORE O&M TOTAL	5.00	1.16	8.75	175.00	3.75-
	NORTH STORY BASEBALL TOTAL	48,100.00	23.28	22,641.52	47.07	25,458.48

CITY OF NEVADA  
 REVENUE REPORT  
 CALENDAR 6/2023, FISCAL 12/2023  
 BUDGET MTD  
 ESTIMATE BALANCE  
 PCT OF FISCAL YTD 100.0%  
 YTD PERCENT  
 BALANCE RECVD  
 UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	UNCOLLECTED
	SENIOR CENTER TRUST TOTAL	710.00	45.73	328.75	46.30	381.25
	GATES HALL PIANO TOTAL	10.00	83.13	628.75	6,287.50	618.75-
	ASSET FORFEITURE TOTAL	10.00	53.30	403.12	4,031.20	393.12-
	PARK OPEN SPACE TOTAL	23,550.00	3,380.41	43,611.84	185.19	20,061.84-
	COLUMBARIAN MAINTENANCE TOTAL	220.00	142.01	640.38	291.08	420.38-
	TRAIL MAINTENANCE TOTAL	20,020.00	138.71	21,027.07	105.03	1,007.07-
	DANIELSON TRUST TOTAL	200.00	1,035.45	10,105.21	5,052.61	9,905.21-
	LIB BLDG TRUST TOTAL	100.00	.86	6.46	6.46	93.54
	TREES FOREVER TOTAL	10.00	19.95	150.90	1,509.00	140.90-
	4TH OF JULY TRUST TOTAL	2,010.00	22.42	2,834.17	141.00	824.17-
	COMMUNITY BAND TOTAL	1,000.00	1,110.08	1,245.95	124.60	245.95-
	DEBT SERVICE TOTAL	1,686,064.00	765,482.71	1,723,934.94	102.25	37,870.94-
	CH CAMPUS PROJ TOTAL	.00	2.57	19.42	.00	19.42-
	LIBRARY ADDITION TOTAL	98,183.00	436.75	100,612.95	102.47	2,429.95-
	SC/FIELDHOUSE TOTAL	4,640,000.00	2,704,165.31	2,973,186.73	64.08	1,666,813.27
	SIDEWALK IMPROVEMENTS TOTAL	30,000.00	20,697.18	43,686.19	145.62	13,686.19-
	2019 CIP WORK TOTAL	.00	6,734.80	50,935.67	.00	50,935.67-

CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 6/2023, FISCAL 12/2023  
BUDGET  
ESTIMATE

ACCOUNT NUMBER	ACCOUNT TITLE		MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	100.0% PERCENT RECVD	UNCOLLECTED
	CBD DOWNTOWN IMPR TOTAL	2,000.00	119,937.46	119,937.46	5,996.87	117,937.46-
	TRAIL CIP RESERVE PROJTS TOTA	71,375.00	2,575.65	89,607.43	125.54	18,232.43-
	ARP FUNDS TOTAL	1,097,515.00	4,354.34	531,617.57	48.44	565,897.43
	2017 STS/WT/SE/STRM PROJ TOTA	.00	221.00	221.00	.00	221.00-
	PERPETUAL CARE TOTAL	3,800.00	6,170.00	10,860.00	285.79	7,060.00-
	WATER TOTAL	2,377,743.00	245,224.97	2,927,093.32	123.10	549,350.32-
	WATER DEPOSITS TOTAL	25,000.00	2,250.00	21,982.78	87.93	3,017.22
	WATER PLANT UPGRADE RSRV TOTA	200,500.00	6,526.85	249,034.16	124.21	48,534.16-
	WATER 2012C/2020B BOND TOTAL	463,900.00	.00	463,900.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	125,500.00	26.62	136,713.52	108.94	11,213.52-
	SEWER TOTAL	2,456,951.00	299,062.27	3,161,106.35	128.66	704,155.35-
	SEWER SRF REVOLVING TOTAL	924,160.00	1,860,783.58	2,802,614.96	303.26	1,878,454.96-
	SEWER CONSTRUCTION TOTAL	320,500.00	36,641.81	570,719.67	178.07	250,219.67-
	SEWER CAP IMP PROJECT TOTAL	31,115,500.00	1,548,230.36	25,233,425.13	81.10	5,882,074.87
	SEWER EQUIP REVOLVING TOTAL	60,300.00	1,650.56	72,498.15	120.23	12,198.15-
	SRF SPONSORED PROJECT TOTAL	2,200,000.00	.00	.00	.00	2,200,000.00
	LANDFILL/GARBAGE TOTAL	73,700.00	6,038.09	72,692.37	98.63	1,007.63

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	STORM WATER TOTAL	171,900.00	19,561.02	210,890.23	122.68	38,990.23-
	REVOLVING FUND TOTAL	506,500.00	9,901.11	591,459.69	116.77	84,959.69-
	FLEX BENEFIT REVOLVING TOTAL	.00	2,812.30	46,981.50	.00	46,981.50-
	HEALTH INS, SELF FUND TOTAL	.00	39,097.22	256,264.49	.00	256,264.49-
	OTHER INTERNAL SERV FUND TOTA	500.00	1,352.65	10,230.17	2,046.03	9,730.17-
	TOTAL REVENUE BY FUND	56,401,814.00	9,089,898.59	51,270,656.03	90.90	5,131,157.97

Item # 6A  
Date: 7-24-23

## Erin Mousel

---

**From:** Kerin Wright  
**Sent:** Monday, July 10, 2023 9:13 AM  
**To:** Erin Mousel  
**Subject:** FW: Fieldhouse Payment Application #12  
**Attachments:** Application 12 RMH APPROVED.pdf

For the next meeting.

---

**From:** Jeff Harris <jharris@rmharchitects.com>  
**Sent:** Monday, July 10, 2023 8:51 AM  
**To:** Tim Hansen <thansen@cityofnevadaiaowa.org>; Kerin Wright <KWright@cityofnevadaiaowa.org>  
**Cc:** John Williams (jwilliams@hpikeconst.com) <jwilliams@hpikeconst.com>; Tami Manfull (tmanfull@hpikeconst.com) <tmanfull@hpikeconst.com>  
**Subject:** Fieldhouse Payment Application #12

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Tim and Kerin,

Attached is Payment Application #12 from HPC for work on the Fieldhouse. I have reviewed the application and the work in place and recommend payment. HPC lien waiver for application 311 is at the end of the current document.

Let me know if you have any questions.

Thanks,

Jeff Harris AIA

RMH Architects  
1615 Golden Aspen Drive, Suite 110  
Ames, IA 50010



515 292 6075 Office  
515 290 9629 Mobile  
[www.rmharchitects.com](http://www.rmharchitects.com)

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:  
City of Nevada  
1209 6th Street  
Nevada, IA 50201

FROM CONTRACTOR:  
HPC LLC  
Box 429  
Ames, IA 50010

PROJECT:  
NEVADA FIELD HOUSE 2022

VIA ARCHITECT:  
Roseland, Mackey, Harris Architects, PC  
1615 Golden Aspen Drive, Suite 110  
Ames, IA 50010

APPLICATION #: 12  
PERIOD TO: 06/30/23  
PROJECT NOS:

Distribution to:  
Owner  
Const. Mgr  
Architect  
Contractor

CONTRACT DATE: 04/01/22

CONTRACT FOR: General Contractor - Prime

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 7,387,000.00
2. Net change by Change Orders	\$ 89,510.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 7,476,510.00
4. TOTAL COMPLETED & STORED TO DATE-\$	\$ 4,915,930.00

(Column G on Continuation Sheet)

## 5. RETAINAGE:

a. 5.0% of Completed Work	\$ 222,100.60
b. 5.0% of Stored Material	\$ 23,695.90
Total Retainage (Line 5a + 5b or	

Total in Column 1 of Continuation Sheet

6. TOTAL EARNED LESS RETAINAGE	\$ 245,796.50
(Line 4 less Line 5 Total)	\$ 4,670,133.50

## 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$ 4,330,501.85
	\$ 339,631.65

## 8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 2,806,376.50
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$90,772.00	-\$1,262.00
Total approved this Month		
TOTALS	\$90,772.00	-\$1,262.00
NET CHANGES by Change Order		\$89,510.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

## CONTRACTOR:

By:  Date: June 30, 2023

State of: Iowa

County of: Story

Subscribed and sworn to before

me this 30th day of June, 2023

Notary Public: Julie A. Fitzgerald

My Commission expires: 07/02/2026

JULIE A FITZGERALD

Commission Number 784873

My Commission Expires 7/2/23

## CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 339,631.65

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

## ARCHITECT: PMH Architects

By:  Date: 7/10/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

# CONTINUATION SHEET

Page 2 of 9 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 12

APPLICATION DATE: 06/30/23

PERIOD TO: 30-Jun-23

PROJECT:  
NEVADA FIELD HOUSE 2022

OWNER'S PROJECT NO:

A Item No.	B Description of Work	CAT	C		D		E		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage
			Scheduled Value		From Previous Application (D + E)	Work Completed This Period							
1	001100 - BONDS AND INSURANCE	LM	\$	90,800	\$	90,800				\$	100%	\$	4,540
2	011000 - GENERAL REQUIREMENTS	LM	\$	107,300	\$	47,715	\$	5,500		\$	50%	\$	2,661
3	015200 - CONSTRUCTION FACILITIES	L	\$	144,800	\$	44,000	\$	2,500		\$	32%	\$	2,325
4	030516 - UNDERSLAB VAPOR BARRIER	L	\$	3,700	\$	2,960	\$	740		\$	100%	\$	185
5	030516 - UNDERSLAB VAPOR BARRIER	M	\$	12,300	\$	9,840	\$	2,460		\$	100%	\$	615
6	033000 - CAST-IN-PLACE - FOUNDATIONS	L	\$	103,300	\$	103,300				\$	100%	\$	5,165
7	033000 - CAST-IN-PLACE - FOUNDATIONS	M	\$	139,800	\$	139,800				\$	100%	\$	6,990
8	033000 - CAST-IN-PLACE - SLAB ON GRADE	L	\$	64,700	\$	55,500	\$	9,200		\$	100%	\$	3,235
9	033000 - CAST-IN-PLACE - SLAB ON GRADE	M	\$	229,100	\$	205,899	\$	23,201		\$	100%	\$	11,455
10	034113 - PRECAST CONCRETE HOLLOW CORE	L	\$	65,100	\$	65,100				\$	100%	\$	3,255
11	034113 - PRECAST CONCRETE HOLLOW CORE	M	\$	99,500	\$	99,500				\$	100%	\$	4,975
12	042000 - UNIT MASONRY	L	\$	108,000	\$	75,600	\$			\$	70%	\$	3,780
13	042000 - UNIT MASONRY	M	\$	28,700	\$	20,090	\$			\$	70%	\$	1,005
14	042613 - MASONRY VENEER	L	\$	22,300						\$		\$	-
15	042613 - MASONRY VENEER	M	\$	9,700						\$		\$	-
16	051200 - STRUCT STEEL, METAL FABS & STAIRS	L	\$	177,700	\$	157,944	\$	19,156		\$	100%	\$	8,855
17	051200 - STRUCT STEEL, METAL FABS & STAIRS	M	\$	351,100	\$	316,100	\$	35,000		\$	100%	\$	17,555
18	053100 - STEEL DECKING	L	\$	13,500	\$	13,500				\$	100%	\$	675
19	053100 - STEEL DECKING	M	\$	50,500	\$	50,500				\$	100%	\$	2,525
20	054000 - COLD-FORMED METAL FRAMING	L	\$	101,700			\$	97,000		\$	95%	\$	4,850
21	054000 - COLD-FORMED METAL FRAMING	M	\$	80,000			\$	77,000		\$	96%	\$	3,850
22	061000 - ROUGH CARPENTRY	L	\$	9,600						\$		\$	-
23	061000 - ROUGH CARPENTRY	M	\$	8,200						\$		\$	-
24	062000 - FINISH CARPENTRY	L	\$	18,900						\$		\$	-
25	062000 - FINISH CARPENTRY	M	\$	6,400						\$		\$	-
SUBTOTALS PAGE 2			\$	2,046,700	\$	1,498,148	\$	271,757	\$	1,769,905	86%	\$	88,495



# CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022

Page 3 of 9 Pages

APPLICATION NUMBER: 12

APPLICATION DATE: 06/30/23

PERIOD TO: 30-Jun-23

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed From Previous Application (D + E)	E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage
26	064100 - ARCHITECTURAL WOOD CASEWORK	L	\$ 9,500				\$ -		\$ 9,500	\$ -
27	064100 - ARCHITECTURAL WOOD CASEWORK	M	\$ 29,300				\$ -		\$ 29,300	\$ -
28	072100 - THERMAL INSULATION	L	\$ 3,700				\$ -		\$ 3,700	\$ -
29	072100 - THERMAL INSULATION	M	\$ 2,000				\$ -		\$ 2,000	\$ -
30	072119 - FOAMED-IN-PLACE INSULATION	LM	\$ 6,200				\$ -		\$ 6,200	\$ -
31	074213 - METAL WALL PANELS	L	\$ 228,400	\$ 107,396	\$ 63,000		\$ 170,396	75%	\$ 58,004	\$ 8,520
32	074213 - METAL WALL PANELS	M	\$ 395,100	\$ 185,697	\$ 110,553	\$ 98,850	\$ 395,100	100%	\$ -	\$ 19,755
33	075323 - EPDM THERMOSET SINGLE-PLY ROOF	L	\$ 3,100				\$ -		\$ 3,100	\$ -
34	075323 - EPDM THERMOSET SINGLE-PLY ROOF	M	\$ 2,500				\$ -		\$ 2,500	\$ -
35	076200 - SHEET METAL FLASHING AND TRIM	L	\$ 8,200				\$ -		\$ 8,200	\$ -
36	076200 - SHEET METAL FLASHING AND TRIM	M	\$ 10,000				\$ -		\$ 10,000	\$ -
37	079200 - JOINT SEALANTS	L	\$ 5,100				\$ -		\$ 5,100	\$ -
38	079200 - JOINT SEALANTS	M	\$ 3,300				\$ -		\$ 3,300	\$ -
39	079513 - EXPANSION JOINT COVER	L	\$ 600				\$ -		\$ 600	\$ -
40	079513 - EXPANSION JOINT COVER	M	\$ 2,000				\$ -		\$ 2,000	\$ -
41	081113 - HOLLOW METAL DOORS AND FRAMES	L	\$ 5,700				\$ -		\$ 5,700	\$ -
42	081113 - HOLLOW METAL DOORS AND FRAMES	M	\$ 25,200			\$ 25,200	\$ 25,200	100%	\$ -	\$ 1,260
43	081416 - FLUSH WOOD DOORS	L	\$ 300				\$ -		\$ 300	\$ -
44	081416 - FLUSH WOOD DOORS	M	\$ 3,500			\$ 3,500	\$ 3,500	100%	\$ -	\$ 175
45	083323 - OVERHEAD COILING DOORS & GRILLE	L	\$ 2,400				\$ -		\$ 2,400	\$ -
46	083323 - OVERHEAD COILING DOORS & GRILLE	M	\$ 22,100				\$ -		\$ 22,100	\$ -
47	084313 - ALUMINUM STOREFRONTS & ENTRANCE	L	\$ 63,000				\$ -		\$ 63,000	\$ -
48	084313 - ALUMINUM STOREFRONTS & ENTRANCE	M	\$ 48,600				\$ -		\$ 48,600	\$ -
49	087100 - DOOR HARDWARE	L	\$ 12,300				\$ -		\$ 12,300	\$ -
50	087100 - DOOR HARDWARE	M	\$ 8,100			\$ 7,000	\$ 7,000	86%	\$ 1,100	\$ 350
	SUBTOTALS PAGE 3		\$ 2,946,900	\$ 1,791,241	\$ 445,310	\$ 134,550	\$ 2,371,101	80%	\$ 575,799	\$ 118,555

# CONTINUATION SHEET

Page 4 of 9 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 12

APPLICATION DATE: 06/30/23

PROJECT:

NEVADA FIELD HOUSE 2022

PERIOD TO: 30-Jun-23

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C		D		E		F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage
			Scheduled Value		Work Completed		From Previous Application (D + E)	This Period					
51	088000 - GLAZING	L	\$	10,400						\$	-	\$ 10,400	-
52	088000 - GLAZING	M	\$	35,100						\$	-	\$ 35,100	-
53	092116 - GYPSUM BOARD ASSEMBLIES	L	\$	62,400						\$	-	\$ 62,400	-
54	092116 - GYPSUM BOARD ASSEMBLIES	M	\$	40,000						\$	-	\$ 40,000	-
55	095100 - ACOUSTICAL CEILINGS	L	\$	1,900						\$	-	\$ 1,900	-
56	095100 - ACOUSTICAL CEILINGS	M	\$	1,500						\$	-	\$ 1,500	-
57	096253 - SYNTHETIC TURF FLOORING	L	\$	36,200						\$	-	\$ 36,200	-
58	096253 - SYNTHETIC TURF FLOORING	M	\$	109,800						\$	-	\$ 109,800	-
59	096500 - RESILIENT FLOORING	L	\$	4,400						\$	-	\$ 4,400	-
60	096500 - RESILIENT FLOORING	M	\$	5,400					\$ 2,653	2,653	49%	\$ 2,747	133
61	096566 - RESILIENT ATHLETIC FLOORING	L	\$	124,100						\$	-	\$ 124,100	-
62	096566 - RESILIENT ATHLETIC FLOORING	M	\$	412,900						\$	-	\$ 412,900	-
63	096813 - TILE CARPETING	L	\$	2,800						\$	-	\$ 2,800	-
64	096813 - TILE CARPETING	M	\$	11,100					\$ 9,765	9,765	88%	\$ 1,335	488
65	099113 - EXTERIOR PAINTING	L	\$	600						\$	-	\$ 600	-
66	099113 - EXTERIOR PAINTING	M	\$	100						\$	-	\$ 100	-
67	099123 - INTERIOR PAINTING	L	\$	71,000						\$	-	\$ 71,000	-
68	099123 - INTERIOR PAINTING	M	\$	12,500						\$	-	\$ 12,500	-
69	101400 - SIGNAGE	L	\$	15,400						\$	-	\$ 15,400	-
70	101400 - SIGNAGE	M	\$	20,700						\$	-	\$ 20,700	-
71	102113.17 - PHENOLIC TOILET COMPARTMENTS	L	\$	17,400						\$	-	\$ 17,400	-
72	102113.17 - PHENOLIC TOILET COMPARTMENTS	M	\$	11,600						\$	-	\$ 11,600	-
73	102600 - WALL AND DOOR PROTECTION	L	\$	2,400						\$	-	\$ 2,400	-
74	102600 - WALL AND DOOR PROTECTION	M	\$	1,600						\$	-	\$ 1,600	-
75	102800 - TOILET ACCESSORIES	L	\$	3,300						\$	-	\$ 3,300	-
SUBTOTALS PAGE 4			\$	3,961,500	\$	1,791,241	\$	445,310	\$	146,968	60%	\$ 1,577,981	\$ 119,176

# CONTINUATION SHEET

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ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 12

APPLICATION DATE: 30-Jun-23

PERIOD TO: 30-Jun-23

PROJECT:

NEVADA FIELD HOUSE 2022

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I
Item No.	Description of Work	Scheduled Value	Work Completed From Previous Application (D + E)	Work Completed This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	Balance To Finish (C - G)	Retainage
76	102800 - TOILET ACCESSORIES	\$ 1,200			\$ 1,200	\$ 1,200	\$ -	\$ 60
77	104400 - FIRE PROTECTION SPECIALTIES	\$ 700				\$ -	\$ 700	\$ -
78	104400 - FIRE PROTECTION SPECIALTIES	\$ 5,000			\$ 4,991	\$ 4,991	\$ 9	\$ 250
79	133419 - METAL BUILDING SYSTEMS	\$ 356,500	\$ 356,500			\$ 356,500	\$ -	\$ 17,825
80	133419 - METAL BUILDING SYSTEMS	\$ 1,480,500	\$ 1,480,500			\$ 1,480,500	\$ -	\$ 74,025
81	142400 - HYDRAULIC ELEVATORS	\$ 48,700				\$ -	\$ 48,700	\$ -
82	142400 - HYDRAULIC ELEVATORS	\$ 35,600				\$ -	\$ 35,600	\$ -
83	211300 - FIRE-SUPPRESSION SPRINKLER	\$ 98,600				\$ -	\$ 98,600	\$ -
84	211300 - FIRE-SUPPRESSION SPRINKLER	\$ 40,000			\$ 20,008	\$ 20,008	\$ 19,992	\$ 1,000
85	220500 - COMMON PLUMBING REQUIREMENTS	\$ 4,100	\$ 1,400			\$ 1,400	\$ 2,700	\$ 70
86	220500 - COMMON PLUMBING REQUIREMENTS	\$ 1,000				\$ -	\$ 1,000	\$ -
87	220553 - MECHANICAL IDENTIFICATION	\$ 1,000				\$ -	\$ 1,000	\$ -
88	220553 - MECHANICAL IDENTIFICATION	\$ 400				\$ -	\$ 400	\$ -
89	220719 - PLUMBING PIPING INSULATION	\$ 7,600				\$ -	\$ 7,600	\$ -
90	220719 - PLUMBING PIPING INSULATION	\$ 2,600				\$ -	\$ 2,600	\$ -
91	221005 - PLUMBING PIPING & PIPING	\$ 118,500	\$ 25,530			\$ 25,530	\$ 92,970	\$ 1,277
92	221005 - PLUMBING PIPING & PIPING	\$ 69,900	\$ 17,200		\$ 40,920	\$ 58,120	\$ 11,780	\$ 2,906
93	221006 - PLUMBING PIPING SPECIALTIES	\$ 4,500				\$ -	\$ 4,500	\$ -
94	221006 - PLUMBING PIPING SPECIALTIES	\$ 2,800				\$ -	\$ 2,800	\$ -
95	223000 - PLUMBING EQUIPMENT	\$ 1,400				\$ -	\$ 1,400	\$ -
96	223000 - PLUMBING EQUIPMENT	\$ 3,300				\$ -	\$ 3,300	\$ -
97	224000 - PLUMBING FIXTURES	\$ 3,200				\$ -	\$ 3,200	\$ -
98	224000 - PLUMBING FIXTURES	\$ 9,700				\$ -	\$ 9,700	\$ -
99	230500 - COMMON HVAC REQUIREMENTS	\$ 11,200	\$ 2,300			\$ 2,300	\$ 8,900	\$ 115
100	230500 - COMMON HVAC REQUIREMENTS	\$ 700				\$ -	\$ 700	\$ -
	SUBTOTALS PAGE 5	\$ 6,270,200	\$ 3,674,671	\$ 445,310	\$ 214,087	\$ 4,334,068	\$ 1,936,132	\$ 216,703

# CONTINUATION SHEET

Page 6 of 9 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 12

APPLICATION DATE: 30-Jun-23

PERIOD TO: 30-Jun-23

PROJECT:  
NEVADA FIELD HOUSE 2022

ARCHITECT'S PROJECT NO:

A	B	CAT	C		D		E		F	G		H	I
Item No.	Description of Work		Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage			
				From Previous Application (D + E)	This Period								
101	230553 - IDENTIFICATION FOR HVAC PIPING	L	\$ 300				\$ -		\$ 300	-			
102	230553 - IDENTIFICATION FOR HVAC PIPING	M	\$ 200				\$ -		\$ 200	-			
103	230593 - TESTING, ADJUSTING, AND BALANCING	LM	\$ 7,300				\$ -		\$ 7,300	-			
104	230713 - DUCT AND PIPE INSULATION	L	\$ 23,100				\$ -		\$ 23,100	-			
105	230713 - DUCT AND PIPE INSULATION	M	\$ 12,400				\$ -		\$ 12,400	-			
106	230913 - CONTROL DEVICES FOR HVAC	L	\$ 2,900				\$ -		\$ 2,900	-			
107	230913 - CONTROL DEVICES FOR HVAC	M	\$ 900				\$ -		\$ 900	-			
108	233100 - HVAC DUCTS AND CASINGS	L	\$ 92,300				\$ -		\$ 92,300	-			
109	233100 - HVAC DUCTS AND CASINGS	M	\$ 44,300			\$ 35,414	\$ 35,414	80%	\$ 8,886	1,771			
110	233300 - AIR DUCT ACCESSORIES	L	\$ 2,500				\$ -		\$ 2,500	-			
111	233300 - AIR DUCT ACCESSORIES	M	\$ 6,100				\$ -		\$ 6,100	-			
112	233416 - CENTRIFUGAL HVAC FANS	L	\$ 6,600				\$ -		\$ 6,600	-			
113	233416 - CENTRIFUGAL HVAC FANS	M	\$ 700				\$ -		\$ 700	-			
114	233700 - AIR OUTLETS AND INLETS	L	\$ 8,100				\$ -		\$ 8,100	-			
115	233700 - AIR OUTLETS AND INLETS	M	\$ 3,300				\$ -		\$ 3,300	-			
116	237223 - AIR-TO-AIR ENERGY RECOVERY UNITS	L	\$ 600				\$ -		\$ 600	-			
117	237223 - AIR-TO-AIR ENERGY RECOVERY UNITS	M	\$ 4,900				\$ -		\$ 4,900	-			
118	237413 - ROOFTOP AIR-HANDLING UNITS	L	\$ 3,600				\$ -		\$ 3,600	-			
119	237413 - ROOFTOP AIR-HANDLING UNITS	M	\$ 158,000			\$ 154,804	\$ 154,804	98%	\$ 3,196	7,740			
120	238126.13 - SPLIT-SYSTEM AIR CONDITIONERS	L	\$ 4,800				\$ -		\$ 4,800	-			
121	238126.13 - SPLIT-SYSTEM AIR CONDITIONERS	M	\$ 18,300			\$ 18,300	\$ 18,300	100%	\$ -	915			
122	260500 - BASIC ELECTRICAL REQUIREMENTS	L	\$ 11,200	\$ 8,960			\$ -		\$ 2,240	448			
123	260500 - BASIC ELECTRICAL REQUIREMENTS	M	\$ 6,400	\$ 5,120			\$ -		\$ 1,280	256			
124	260519 - LOW-VOLTAGE CONDUCTORS & CABLE	L	\$ 44,900				\$ -		\$ 44,900	-			
125	260519 - LOW-VOLTAGE CONDUCTORS & CABLE	M	\$ 33,800				\$ -		\$ 33,800	-			
SUBTOTALS PAGE 6			\$ 6,767,700	\$ 3,688,751	\$ 445,310	\$ 422,805	\$ 4,556,666	67%	\$ 2,211,034	\$ 227,833			

# CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022

Page 7 of 9 Pages

APPLICATION NUMBER: 12

APPLICATION DATE: 30-Jun-23

PERIOD TO: 30-Jun-23

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed From Previous Application (D + E)	E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage
126	260526 - GROUNDING AND BONDING	L	\$ 2,000				\$ -		\$ 2,000	-
127	260526 - GROUNDING AND BONDING	M	\$ 700				\$ -		\$ 700	-
128	260529 - HANGERS AND SUPPORTS FOR ELECTRICAL	L	\$ 5,000	100			\$ 100	2%	\$ 4,900	\$ 5
129	260529 - HANGERS AND SUPPORTS FOR ELECTRICAL	M	\$ 1,000	20			\$ 20	2%	\$ 980	\$ 1
130	260533.13 - CONDUIT FOR ELECTRICAL SYSTEM	L	\$ 74,900	15,700			\$ 15,700	21%	\$ 59,200	\$ 785
131	260533.13 - CONDUIT FOR ELECTRICAL SYSTEM	M	\$ 21,500	13,079			\$ 13,079	61%	\$ 8,421	\$ 654
132	260533.16 - BOXES FOR ELECTRICAL	L	\$ 2,700	410			\$ 410	15%	\$ 2,290	\$ 21
133	260533.16 - BOXES FOR ELECTRICAL	M	\$ 1,000	100			\$ 100	10%	\$ 900	\$ 5
134	260553 - IDENTIFICATION FOR ELECTRICAL	L	\$ 3,000				\$ -		\$ 3,000	-
135	260553 - IDENTIFICATION FOR ELECTRICAL	M	\$ 700				\$ -		\$ 700	-
136	260583 - WIRING CONNECTIONS	L	\$ 6,000				\$ -		\$ 6,000	-
137	260583 - WIRING CONNECTIONS	M	\$ 700				\$ -		\$ 700	-
138	260923 - LIGHTING CONTROL DEVICES	L	\$ 4,000				\$ -		\$ 4,000	-
139	260923 - LIGHTING CONTROL DEVICES	M	\$ 8,600				\$ -		\$ 8,600	-
140	262100 - LOW-VOLTAGE ELECTRICAL SERVICE	LM	\$ 1,000				\$ -		\$ 1,000	-
141	262416 - PANELBOARDS	L	\$ 4,500				\$ -		\$ 4,500	-
142	262416 - PANELBOARDS	M	\$ 31,100				\$ -		\$ 31,100	-
143	262701 - ELECTRICAL UTILITY SERVICES	L	\$ 1,500	750			\$ 750	50%	\$ 750	\$ 38
144	262701 - ELECTRICAL UTILITY SERVICES	M	\$ 2,500	1,250			\$ 1,250	50%	\$ 1,250	\$ 63
145	262726 - WIRING DEVICES	L	\$ 15,200				\$ -		\$ 15,200	-
146	262726 - WIRING DEVICES	M	\$ 2,400				\$ -		\$ 2,400	-
147	262816.13 - ENCLOSED CIRCUIT BREAKERS	LM	\$ 700				\$ -		\$ 700	-
148	262816.16 - ENCLOSED SWITCHES	LM	\$ 1,000				\$ -		\$ 1,000	-
149	265100 - INTERIOR LIGHTING	L	\$ 37,400				\$ -		\$ 37,400	\$ 1,623
150	265100 - INTERIOR LIGHTING	M	\$ 74,800				\$ -		\$ 74,800	\$ 521
SUBTOTALS PAGE 7			\$ 7,071,600	\$ 3,720,160	\$ 445,310	\$ 473,918	\$ 4,639,388	66%	\$ 2,432,212	\$ 231,969

# CONTINUATION SHEET

Page 8 of 9 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 12

APPLICATION DATE: 30-Jun-23

PROJECT:

NEVADA FIELD HOUSE 2022

PERIOD TO: 30-Jun-23

ARCHITECT'S PROJECT NO:

A	B	CAT	C	D	E	F	G	H	I
Item No.	Description of Work		Scheduled Value	Work Completed From Previous Application (D + E)	Work Completed This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	Balance To Finish (C - G)	Retainage
151	265600 - EXTERIOR LIGHTING	L	\$ 2,500				\$ -	\$ 2,500	\$ -
152	265600 - EXTERIOR LIGHTING	M	\$ 6,200				\$ -	\$ 6,200	\$ -
153	271000 - STRUCTURED CABLING	LM	\$ 11,200				\$ -	\$ 11,200	\$ -
154	283100 - FIRE ALARM SYSTEM	L	\$ 7,200				\$ -	\$ 7,200	\$ -
155	283100 - FIRE ALARM SYSTEM	M	\$ 8,300				\$ -	\$ 8,300	\$ -
156	311000 - SITE CLEARING	LM	\$ 10,700	\$ 8,700			\$ 8,700	\$ 2,000	\$ 435
157	312200 - GRADING	LM	\$ 55,900	\$ 34,400			\$ 34,400	\$ 21,500	\$ 1,720
158	312316 - EXCAVATION	LM	\$ 12,900	\$ 12,900			\$ 12,900	\$ -	\$ 645
159	312323 - FILL	LM	\$ 92,300	\$ 92,300			\$ 92,300	\$ -	\$ 4,615
160	321313 - CONCRETE PAVING	L	\$ 15,800				\$ -	\$ 15,800	\$ -
161	321313 - CONCRETE PAVING	M	\$ 29,500				\$ -	\$ 29,500	\$ -
162	321723.13 - PAINTED PAVEMENT MARKINGS	LM	\$ 600				\$ -	\$ 600	\$ -
163	331000 - WATER LINE SERVICE	L	\$ 16,800	\$ 16,800			\$ 16,800	\$ -	\$ 840
164	331000 - WATER LINE SERVICE	M	\$ 4,500	\$ 4,500			\$ 4,500	\$ -	\$ 225
165	333100 - SANITARY SEWER SERVICE	L	\$ 4,700	\$ 4,700			\$ 4,700	\$ -	\$ 235
166	333100 - SANITARY SEWER SERVICE	M	\$ 1,300	\$ 1,300			\$ 1,300	\$ -	\$ 65
167	334100 - STORM SEWER	L	\$ 20,000	\$ 20,000			\$ 20,000	\$ -	\$ 1,000
168	334100 - STORM SEWER	M	\$ 15,000	\$ 15,000			\$ 15,000	\$ -	\$ 750
169							\$ -	\$ -	\$ -
170	CHANGES						\$ -	\$ -	\$ -
171	CR 1 - Add Sponsor Logos to 3rd Court & Track		\$ 14,282				\$ -	\$ 14,282	\$ -
172	CR 2 - Change HM Frames to 4" Heads @ Masonry		\$ 530				\$ -	\$ 530	\$ -
173	CR 3 - Structural Steel Changes		\$ 1,360				\$ -	\$ 1,360	\$ -
174	CR 4 - Miscellaneous Concrete Changes		\$ 2,388		\$ 2,388		\$ 2,388	\$ -	\$ 119
175	CR 5 - Revise Return Air Louver Size		\$ 488				\$ -	\$ 488	\$ -
	SUBTOTALS PAGE 8		\$ 7,406,048	\$ 3,930,760	\$ 447,698	\$ 473,918	\$ 4,852,376	\$ 2,553,672	\$ 242,619

# CONTINUATION SHEET

Page 9 of 9 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 12

APPLICATION DATE: 30-Jun-23

PROJECT:

NEVADA FIELD HOUSE 2022

PERIOD TO: 30-Jun-23

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed From Previous Application (D + E)	E Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage
176	CR 6 - Revise Spiral Duct to Clear PEMB Frame		\$ 984		\$ 40,008		\$ -	100%	\$ 984	\$ -
177	CR 7 - Reinforce Concrete Tie Beams @ FS Bays		\$ 40,008		\$ -		\$ 40,008	100%	\$ -	\$ 2,000
178	CR 8 - Delete FRP @ Masonry Walls		\$ (212)		\$ (212)		\$ (212)	100%	\$ -	\$ (11)
179	CR 9 - Changes to HVAC Grilles @ Restrooms		\$ 158				\$ -		\$ 158	\$ -
180	CR 10 - Add Structural Bracing @ Partial Ht Walls		\$ 5,766				\$ -		\$ 5,766	\$ -
181	CR 11 - Add Additional Beams for BB Hoop Supports		\$ 20,724		\$ 20,724		\$ 20,724	100%	\$ -	\$ 1,036
182	CR 12 - Add Galvanized Support Angle @ IMP Base		\$ 4,084		\$ 4,084		\$ 4,084	100%	\$ -	\$ 204
183	CR 13 - Omit Spiral Duct Insulation		\$ (1,050)		\$ (1,050)		\$ (1,050)	100%	\$ -	\$ (53)
184							\$ -		\$ -	\$ -
185							\$ -		\$ -	\$ -
186							\$ -		\$ -	\$ -
187							\$ -		\$ -	\$ -
188							\$ -		\$ -	\$ -
189							\$ -		\$ -	\$ -
190							\$ -		\$ -	\$ -
191							\$ -		\$ -	\$ -
192							\$ -		\$ -	\$ -
193							\$ -		\$ -	\$ -
194							\$ -		\$ -	\$ -
195							\$ -		\$ -	\$ -
196							\$ -		\$ -	\$ -
197							\$ -		\$ -	\$ -
198							\$ -		\$ -	\$ -
199							\$ -		\$ -	\$ -
200							\$ -		\$ -	\$ -
SUBTOTALS PAGE 8			\$ 7,476,510	\$ 3,930,760	\$ 511,252	\$ 473,918	\$ 4,915,930	66%	\$ 2,560,580	\$ 245,797

**Tabulation of Stored Materials**

Invoice No. (Materials Added)	Description of Material	(1) Materials Stored in Last Application		*(2) Material Added Since Last Application		(3) Materials Used Since Last Application		(4) Materials Stored in This Application	
		On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site
Logan (#A51168)	Welded Wire Mesh	\$0.00	\$8,192.50				\$8,192.50	\$0.00	\$0.00
Mechanical Sales #28427	Curbs	\$0.00	\$12,000.00					\$0.00	\$12,000.00
Majestic Metals #MSU-376597	Duct Colls	\$0.00	\$35,414.00					\$0.00	\$35,414.00
City Supply #S1751611.001	Copper, PVC, Cast Hangers	\$0.00	\$40,920.00					\$0.00	\$40,920.00
Viking SupplyNet 5715508 RI	Sprinkler Piping	\$0.00	\$20,007.50					\$0.00	\$20,007.50
CIBS # 13297	Insulated metal panel column	\$0.00	\$2,600.00				\$2,600.00	\$0.00	\$0.00
EPCO #2272701	Fire Extinguishers & Cabinets	\$0.00	\$4,891.00					\$0.00	\$4,891.00
EPCO #2273702	Toilet Accessories	\$0.00	\$1,200.00					\$0.00	\$1,200.00
3E 8138498-01	Lighting Controls	\$0.00	\$5,960.00					\$0.00	\$5,960.00
MBCI #6173841	Insulated Metal Panels	\$206,804.46	\$0.00					\$98,850.46	\$0.00
Mechanical Sales 2542	RTU's & Split Systems	\$161,104.00	\$0.00			\$107,954.00		\$161,104.00	\$0.00
Bay Insulation MMN0192402		\$0.00	\$0.00					\$0.00	\$0.00
Midstates #6405-1	Deck and Misc Materials	\$35,000.00	\$0.00			\$35,000.00		\$0.00	\$0.00
Doors Inc - 333652	wood doors	\$0.00	\$3,500.00					\$0.00	\$3,500.00
Doors Inc - 333652	Frames, Hardware	\$0.00	\$7,436.00					\$0.00	\$7,436.00
Doors Inc - 332656	Frames and Hardware	\$0.00	\$12,554.00					\$0.00	\$12,554.00
Doors Inc - 331621	Hardware	\$0.00	\$4,342.00					\$0.00	\$4,342.00
3E - 8138498-02	Lighting Controls	\$0.00	\$2,489.00					\$0.00	\$2,489.00
3E - 8156357-00	Lighting	\$0.00	\$8,084.85					\$0.00	\$8,084.85
3E - 8192173-00	Lighting	\$0.00	\$1,500.00					\$0.00	\$1,500.00
3E - 8156357-01	Lighting	\$0.00	\$825.00					\$0.00	\$825.00
Doors Inc 334438	HM Doors	\$0.00	\$7,868.00					\$0.00	\$7,868.00
3E - 8107369-00	Lighting Fixtures	\$0.00	\$14,200.68					\$0.00	\$14,200.68
3E - 8153981-00	Lighting Fixtures	\$0.00	\$5,910.00					\$0.00	\$5,910.00
3E - 8156357-02	Lighting Fixtures	\$0.00	\$718.00					\$0.00	\$718.00
3E - 8156572-00	Lighting Fixtures	\$0.00	\$2,370.00					\$0.00	\$2,370.00
3E - 8192173-02	Lighting Fixtures	\$0.00	\$9,256.00					\$0.00	\$9,256.00
Hanks - 069791	Base Cove	\$0.00	\$2,653.20					\$0.00	\$2,653.20
Shaw -4370238	Walk off Carpet	\$0.00	\$1,080.02					\$0.00	\$1,080.02





## PARTIAL WAIVER OF LIEN

State of Iowa  
County of Story

June 28, 2023

I/We the undersigned have been employed by the City of Nevada, Iowa to furnish labor and/or materials for the construction, repair or reconstruction of the building, or improvements to the building known as **Nevada Field House 2022** in the City/Town of Nevada, Iowa, and County of Story.

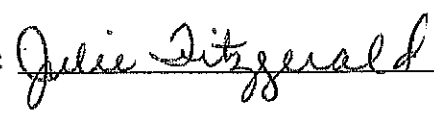
I/We the undersigned, for and in consideration of \$312,526.25 the receipt whereof is hereby acknowledged, hereby waive, relinquish and release any and all claims, causes of action, suits, damages, judgments, claims and demands of any kind, character, and description, whether known or unknown, against the Owner arising from, pertaining to, or arising out of the furnishing of the foregoing described materials, and/or labor at the above mentioned building, and the above-mentioned premises as of *May 31, 2023*.

I/We the undersigned warrant that I/we have already paid or will use the monies I/we receive from this progress payment to promptly pay in full all subcontractors and suppliers for all labor, dues, benefits, materials, equipment, services, transportation, or a combination thereof, for or to the above referenced project up to the date of the progress payment.

Dated the 28<sup>th</sup> day of June 2023

HPC, L.L.C.  
120 North Sherman Avenue  
Ames, IA 50010

By:   
(Authorized Agent)

Witness: 

Good morning,

From previous correspondence, option #1 isn't possible as there wasn't any existing storm sewer found in the area to tie into. Therefore, we will have to go with option #2 and tie into the new storm intake (ST-205) to the best of our ability with elevations. There has also been or what we believe currently, are clay tile that are the drains for the railroad bridge. To complete this we will plan to tie into those when we run this section of storm sewer.

Since we previously discussed placing additional subdrain to the north, we will now plan to run a combination storm/subdrain at this point. Jet Drain is working on pricing which will include building a distribution box for the existing northeast and northwest storm sewer, 12" storm/subdrain and 6" for the RR drains, etc. I will get prices to you as soon as I have them. I met with Joe and Ryan this morning and at this time, this is the only solution we see moving forward.

Thank you,

Cory Thilges

Project Manager

Ames Division

Cell: 641.260.3071

Office: 515.233.2005 Ext. 1124

Fax: 515.232.8741

<image003.png>

**From:** Stevens, Larry <[lstevens@hrgreen.com](mailto:lstevens@hrgreen.com)>

**Sent:** Sunday, July 9, 2023 11:57 AM

**To:** Cory Thilges <[coryt@manatts.com](mailto:coryt@manatts.com)>; Manternach, Holly <[hmanternach@hrgreen.com](mailto:hmanternach@hrgreen.com)>

**Cc:** [rhutton@cityofnevadaaiowa.org](mailto:rhutton@cityofnevadaaiowa.org); [jmouse@cityofnevadaaiowa.org](mailto:jmouse@cityofnevadaaiowa.org); Jordan Cook

<[jcook@cityofnevadaaiowa.org](mailto:jcook@cityofnevadaaiowa.org)>

**Subject:** RE: S14 Update/Inquiry

Caution -[EXTERNAL EMAIL]

Thanks, Corry. I will be on vacation next week, but I will monitor emails, so continue to include me in providing information as you get it.

In regard to the mandrel deflection testing, I approve conducting the testing before the 30 day waiting period ends; if it is necessary to proceed with the pavement foundation construction before the waiting period ends.

**Larry J. Stevens, PE, PWLF**

Municipal Services Manager – Governmental Services

HR Green® | Building Communities. Improving Lives.

<image002.jpg>

5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448  
**Main** 515.278.2913 | **Fax** 713.965.0044 | **Direct** 515.657.5273 | **Cell** 641.660.0369

[HRGREEN.COM](http://HRGREEN.COM)

The contents of this transmission and any attachments are confidential and intended for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited.

**From:** Cory Thilges <[coryt@manatts.com](mailto:coryt@manatts.com)>

**Sent:** Friday, July 7, 2023 10:59 AM

**To:** Stevens, Larry <[lstevens@hrgreen.com](mailto:lstevens@hrgreen.com)>; Manternach, Holly <[hmanternach@hrgreen.com](mailto:hmanternach@hrgreen.com)>

**Cc:** [rhutton@cityofnevadaaiowa.org](mailto:rhutton@cityofnevadaaiowa.org); [jmouse@cityofnevadaaiowa.org](mailto:jmouse@cityofnevadaaiowa.org)

**Subject:** S14 Update/Inquiry

**Importance:** High

This email came from outside the HR Green organization. Please use caution when clicking on hyperlinks and opening attachments

Good morning,

The storm sewer that was directed to be removed on 6/29 that conflicted with the sanitary sewer did connect into the ditch intakes on the north end of the project. Ryan has been off this week, but I have been in contact with Joe Mousel at the City of Nevada.

1. Option #1 at this time: Joe is trying to contact CIT to camera and locate another storm sewer (30") that runs east and west so we can possibly tie the existing sewer in to this pipe.
  2. Option #2 if #1 isn't feasible; the thought at this time is to try and connect to a new storm intake on the south side of the railroad bridge. Jet Drain took some preliminary elevation shots, and this potential line of storm sewer would be essentially flat so we would have to adjust grades on all the other storm sewer in the plans.
- 
1. Both options include change in scope of work and pricing along with the email that was already sent by Jet Drain for pricing on storm sewer removals that have been completed.

The other item I would like to discuss is testing requirements on sanitary sewer. With the sanitary sewer in place, I'd like to get this complete next week. Assumption is to complete video, pressure testing, and mandrel for deflection. Biggest concern is for scheduling and the timeline to get the road open regarding deflection testing on waiting 30 calendar days. Please let me know thoughts on this as soon as possible and I will have Jet Drain get everything ready for testing next week.

Thank you,

Cory Thilges

Project Manager

Ames Division

Cell: 641.260.3071



1775 Old 6 Rd

PO Box 535

Brooklyn, IA 52211-0535

www.manatts.com

<b>To:</b>	City Of Nevada	<b>Contact:</b>	Larry Stevens
<b>Address:</b>	1209 6th St	<b>Phone:</b>	641.660.0369
	Nevada, IA 50201	<b>Fax:</b>	713.965.0044
<b>Project Name:</b>	City Of Nevada: 2022 Street Improvements - CO4	<b>Bid Number:</b>	
<b>Project Location:</b>	S-14, Nevada, IA	<b>Bid Date:</b>	7/10/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
049	Removals, 12" RCP Storm Sewer, CO#4	180.00	LF	\$40.00	\$7,200.00
050	12" N12 Dual Wall Pipe (Perforated), CO#4	151.00	LF	\$39.60	\$5,979.60
051	12x6 Dual Wall Wye (Molded), CO#4	6.00	EACH	\$396.00	\$2,376.00
052	6" ST (ASTM) N12 Dual Wall Pipe, CO#4	90.00	LF	\$18.70	\$1,683.00
053	12" ST Dual Wall 45 Bend (Molded), CO#4	3.00	EACH	\$200.20	\$600.60
054	6" ST Dual Wall 45 Bend (Molded), CO#4	12.00	EACH	\$66.00	\$792.00
055	Distribution Box, Intersecting 12" Tile, CO#4	1.00	EACH	\$1,595.00	\$1,595.00
056	12" Core Into Structure, CO#4	1.00	EACH	\$825.00	\$825.00
057	Exploratory Excavation (2 HR Minimum), CO#4	2.00	HR	\$445.50	\$891.00


**Total Bid Price:** \$21,942.20

**Notes:**

- Prices are good for 30 days.
- Please call me at (641) 260-3071 if you have any questions. Cory Thilges

**Payment Terms:**

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted. <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>Manatt's, Inc.</b>  <b>Authorized Signature:</b>  <b>Estimator:</b> Cory Thilges coryt@manatts.com
---	---

7/10/2023 3:53:06 PM

Page 1 of 1

Phone • 641-522-9206

Faxes • 641-522-9407  
• 641-522-5594





**APPLICATION AND CERTIFICATE FOR PAYMENT**

**AIA DOCUMENT G702**

**TO OWNER**  
City of Nevada, IA  
1209 6th Street  
Nevada, IA 50201

**PROJECT:**  
2022 Street Improvements Project

**FROM CONTRACTOR:**  
Manatt's, Inc.  
2120 E. 13th Street  
Ames, IA 50010

**Engineer:**  
H.R. Green, Inc.  
5525 Merle Hay Rd Ste 200  
Johnston, IA 50131

CONTRACT FOR: Street Reconstruction and Rehabilitation

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED			
IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$266,736.68	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
3.	7/10/2023	\$67,277.46	
TOTALS		\$334,014.14	\$0.00
Net change by Change Orders		\$334,014.14	

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Manatt's, Inc

BY: [Signature] DATE: 7-20-23

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Undersigned certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED

APPLICATION NO: 5 DISTRIBUTION TO: OWNER  
PERIOD TO: 7/15/23 ENGINEER  
CONTRACTOR DATE: 1/24/2022

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$1,246,286.20
2. Net change by Change Orders ..... \$334,014.14
3. CONTRACT SUM TO DATE ..... \$1,580,280.34
4. TOTAL COMPLETED & STORED TO DATE ..... \$793,057.01
5. RETAINAGE:  
a. 5% of completed work ..... \$39,652.85  
(Column D + E on G703)  
b. 5% of stored material ..... \$0.00  
(Column F on G703)
6. TOTAL EARNED LESS RETAINAGE ..... \$753,404.15  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$644,575.47
8. CURRENT PAYMENT DUE ..... \$108,828.68
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$826,876.19  
(Line 3 less Line 6)

AMOUNT CERTIFIED ..... \$108,828.68  
(Attach explanation if amount certified differs from the amount applied for)

By: [Signature] Date: 7/20/2023  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

# Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA  
2022 Street Improvements Project  
Contractor: Marantz, Inc.

Estimate No. 5 Date: 7/19/2023

Period Ending: 7/31/2023

WORK COMPLETED																
CONTRACT										5%						
NO	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT \$	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	THIS PERIOD AMOUNT	QTY COMPLETE TO DATE	\$ AMOUNT TO DATE	RETAINAGE				
DIVISION 1																
North 11th Street																
1A-1	TOPSOIL ON-SITE	CY	350	\$ 19.00	\$ 6,650.00	341.00	\$ 6,479.00	0.00	\$ -	341.00	\$ 6,479.00	\$ 323.95				
1A-2	EXCAVATION, CLASS 13	CY	1,400	\$ 24.00	\$ 33,600.00	1,487.00	\$ 35,688.00	0.00	\$ -	1,487.00	\$ 35,688.00	\$ 1,784.40				
1A-3	BELOW GRADE EXCAVATION	CY	100	\$ 70.00	\$ 7,000.00	17.00	\$ 1,190.00	0.00	\$ -	17.00	\$ 1,190.00	\$ 59.50				
1A-4	SURGRADE PREPARATION	SY	3,165	\$ 3.10	\$ 9,811.50	3,182.00	\$ 9,864.20	0.00	\$ -	3,182.00	\$ 9,864.20	\$ 493.21				
1A-5	SURGRADE TREATMENT, GEORGED	SY	3,165	\$ 2.15	\$ 6,804.75	3,182.00	\$ 6,841.30	0.00	\$ -	3,182.00	\$ 6,841.30	\$ 342.07				
1A-6	SURGRADE MODIFIED 4"	SY	3,165	\$ 8.50	\$ 26,902.50	3,182.00	\$ 27,047.00	0.00	\$ -	3,182.00	\$ 27,047.00	\$ 1,352.35				
1A-7	STORM SEWER, TRENCHED, RCP, 12"	LF	40	\$ 86.25	\$ 3,450.00	40.00	\$ 3,400.00	0.00	\$ -	40.00	\$ 3,400.00	\$ 178.50				
1A-8	ACRON, PCC, 12"	EA	2	\$ 840.00	\$ 1,680.00	2.00	\$ 1,680.00	0.00	\$ -	2.00	\$ 1,680.00	\$ 84.00				
1A-9	SUBDRAIN, JADOT TYPE BA INSTALLATION, PVC, 6"	EA	2084	\$ 18.50	\$ 38,534.00	1,640.00	\$ 30,340.00	0.00	\$ -	1,640.00	\$ 30,340.00	\$ 1,517.00				
1A-10	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	4	\$ 600.00	\$ 2,400.00	6.00	\$ 3,600.00	0.00	\$ -	6.00	\$ 3,600.00	\$ 180.00				
1A-11	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	4	\$ 700.00	\$ 2,800.00	6.00	\$ 4,200.00	0.00	\$ -	6.00	\$ 4,200.00	\$ 210.00				
1A-12	INTAKE ADJUSTMENT, MINOR	EA	2	\$ 2,000.00	\$ 4,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -				
1A-13	PAYEMENT, HMA, 8"	SY	2854	\$ 43.00	\$ 122,722.00	2,867.00	\$ 123,281.00	0.00	\$ -	2,867.00	\$ 123,281.00	\$ 6,164.05				
1A-14	HMA PAYEMENT SAMPLES AND TESTING	LS	1	\$ 700.00	\$ 700.00	1.00	\$ 700.00	0.00	\$ -	1.00	\$ 700.00	\$ 35.00				
1A-15	REMOVAL OF DRIVEWAY, HMA	SY	70	\$ 13.50	\$ 945.00	67.00	\$ 904.50	0.00	\$ -	67.00	\$ 904.50	\$ 45.23				
1A-16	FULL DEPTH PATCHES, PCC	SY	34	\$ 110.00	\$ 3,740.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -				
1A-17	GRAVULAR SURFACING	TON	75	\$ 59.00	\$ 4,425.00	85.00	\$ 4,995.00	0.00	\$ -	85.00	\$ 4,995.00	\$ 249.75				
1A-18	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7,875.00	\$ 7,875.00	1.00	\$ 7,875.00	0.00	\$ -	1.00	\$ 7,875.00	\$ 393.75				
1A-19	SEEDING	AC	0.5	\$ 2,457.50	\$ 1,228.75	0.50	\$ 1,228.75	0.00	\$ -	0.50	\$ 1,228.75	\$ 61.44				
1A-20	SWEEP MANAGEMENT	LF	1	\$ 1,312.50	\$ 1,312.50	1.00	\$ 1,312.50	0.00	\$ -	1.00	\$ 1,312.50	\$ 65.63				
1A-21	SILT FENCE	LF	224	\$ 3.30	\$ 739.20	112.00	\$ 369.60	0.00	\$ -	112.00	\$ 369.60	\$ 58.42				
1A-22	REMOVAL OF SUT FENCE	LF	724	\$ 1.05	\$ 759.20	112.00	\$ 117.60	0.00	\$ -	112.00	\$ 117.60	\$ 5.68				
1A-23	INLET PROTECTION DEVICE	EA	2	\$ 168.00	\$ 336.00	2.00	\$ 336.00	0.00	\$ -	2.00	\$ 336.00	\$ 16.80				
1A-24	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVA	EA	2	\$ 63.00	\$ 126.00	2.00	\$ 126.00	0.00	\$ -	2.00	\$ 126.00	\$ 6.30				
1A-25	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00	\$ 750.00				
North 11th Street Total																
\$ 248,685.45																
Lincoln Highway																
1B-1	HMA PAYEMENT SAMPLES AND TESTING	LS	1	\$ 700.00	\$ 700.00	1.00	\$ 700.00	0.00	\$ -	1.00	\$ 700.00	\$ 35.00				
1B-2	SHOULDER RESTORATION	TON	50	\$ 50.00	\$ 2,500.00	137.00	\$ 6,850.00	0.00	\$ -	137.00	\$ 6,850.00	\$ 342.50				
1B-3	HMA OVERLAY 3"	TON	1,802	\$ 92.00	\$ 165,784.00	1,671.00	\$ 153,732.00	0.00	\$ -	1,671.00	\$ 153,732.00	\$ 7,686.60				
1B-4	MILLING	SY	10,679	\$ 3.80	\$ 40,560.20	10,619.00	\$ 40,560.20	0.00	\$ -	10,619.00	\$ 40,560.20	\$ 2,028.01				
1B-5	PAINTED PAVEMENT MARKINGS, DURABLE	STA	18.5	\$ 169.00	\$ 3,125.50	116.23	\$ 19,526.54	0.00	\$ -	116.23	\$ 19,526.54	\$ 976.33				
1B-6	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	8	\$ 320.00	\$ 2,560.00	8.00	\$ 2,560.00	0.00	\$ -	8.00	\$ 2,560.00	\$ 128.00				
1B-7	GROOVES CUT FOR PAVEMENT MARKINGS	EA	81.6	\$ 78.50	\$ 6,397.60	116.23	\$ 9,152.51	0.00	\$ -	116.23	\$ 9,152.51	\$ 457.63				
1B-8	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	8	\$ 192.00	\$ 1,536.00	8.00	\$ 1,536.00	0.00	\$ -	8.00	\$ 1,536.00	\$ 76.80				
1B-9	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7,075.00	\$ 7,075.00	1.00	\$ 7,075.00	0.00	\$ -	1.00	\$ 7,075.00	\$ 353.75				
1B-10	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00	\$ 750.00				
Lincoln Highway Total																
\$ 559,870.00																
DIVISION 1 TOTAL																
\$ 808,555.45																
100.00%																



DIVISION 2 - 5-14 Asphalt														
2-8-1	TOP SOIL OF SITE *	CY	386	\$	88.00	\$	30,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-2	EXCAVATION CLASS 13 *	CY	2,137	\$	30.00	\$	64,110.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-3	SUBGRADE PREPARATION *	SY	3864	\$	3.70	\$	14,381.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-4	SUBGRADE TREATMENT GEOSGRID *	SY	3864	\$	2.60	\$	10,044.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-5	SUBBASE MODIFIED 2 *	SY	3864	\$	12.50	\$	48,282.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-6	STORM SEWER TRENCHED, RCP 15" *	LF	472	\$	92.00	\$	43,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-7	STORM SEWER TRENCHED, RCP 18" *	LF	0	\$	115.50	\$	53,592.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-8	STORM SEWER TRENCHED, RCP 24" *	LF	464	\$	21.50	\$	12,288.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-9	STORM SEWER TRENCHED, RCP 30" *	LF	572	\$	70.00	\$	40,040.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-10	SUBRAIN CLEANOUT, TYPE A1, PVC 6" *	EA	3	\$	800.00	\$	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-11	SUBRAIN CLEANOUT, TYPE A1, PVC 8" *	EA	3	\$	800.00	\$	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-12	STORM SEWER MANHOLE, SW-401, 48" *	EA	8	\$	5,950.00	\$	47,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-13	STORM SEWER INTAKE, SW-507, 24" *	EA	0	\$	1,500.00	\$	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-14	MANHOLE ADJUSTMENT, MINOR *	EA	0	\$	2,300.00	\$	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-15	MANHOLE ADJUSTMENT, MINOR *	EA	0	\$	50.00	\$	94,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-16	MANHOLE ADJUSTMENT, MINOR *	EA	1859	\$	50.00	\$	208,448.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-17	PAVEMENT, HMA, 10" *	LS	2952	\$	69.00	\$	203,628.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-18	HMA PAVEMENT SAMPLES AND TESTING *	SY	2952	\$	15.00	\$	35,280.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-19	REMOVAL OF DRIVEWAY, POC *	SY	287	\$	85.00	\$	24,395.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-20	DRIVEWAY, PAVED, POC, 6" *	SY	287	\$	10.00	\$	3,070.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-21	PAVEMENT REMOVAL *	SY	287	\$	350.00	\$	100,450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-22	PAINTED PAVEMENT MARKINGS, DURABLE *	SY	287	\$	15.00	\$	4,305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-23	GROOVES CUT FOR PAVEMENT MARKINGS *	SY	287	\$	15.00	\$	4,305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-24	TEMPORARY TRAFFIC CONTROL *	SY	287	\$	15.00	\$	4,305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-25	SODDING *	SY	287	\$	15.00	\$	4,305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-26	SWAMP MANAGEMENT *	SY	287	\$	15.00	\$	4,305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-27	SILT FENCE *	SY	287	\$	15.00	\$	4,305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-28	REMOVAL OF SILT FENCE *	SY	287	\$	15.00	\$	4,305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-29	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL *	SY	287	\$	15.00	\$	4,305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-30	MOBILIZATION *	SY	287	\$	15.00	\$	4,305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-31	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC 18", CO#1 *	EA	11	\$	185.00	\$	2,035.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-32	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC 18", CO#1 *	EA	11	\$	185.00	\$	2,035.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-33	SANITARY SEWER SERVICE STUB, PVC 8", CO#1 *	EA	11	\$	185.00	\$	2,035.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-34	SANITARY SEWER SERVICE STUB, PVC 8", CO#1 *	EA	11	\$	185.00	\$	2,035.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-35	SANITARY SEWER SERVICE STUB, PVC 8", CO#1 *	EA	11	\$	185.00	\$	2,035.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-36	SANITARY SEWER SERVICE STUB, PVC 8", CO#1 *	EA	11	\$	185.00	\$	2,035.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-37	INTERNAL DROP CONNECTION, SW-301, 48", CO#1 *	EA	1	\$	3,850.00	\$	3,850.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-38	REMOVE MANHOLE, CO#1 *	EA	1	\$	3,850.00	\$	3,850.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-39	ADDITIONAL MOB. FOR SANITARY SEWER EXT., CO#1 *	SY	56.72	\$	24.25	\$	1,375.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-40	TEMPORARY ACCESS ROAD, CO#3 *	SY	56.72	\$	198.00	\$	11,241.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-41	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-42	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-43	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-44	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-45	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-46	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-47	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-48	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-49	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-50	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-51	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-52	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-53	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-54	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-55	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-56	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-57	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-58	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-59	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-60	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-61	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-62	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-63	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-64	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-65	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-66	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-67	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-68	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-69	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-70	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-71	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-72	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-73	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-74	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-75	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-76	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-77	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-78	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-79	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-80	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-81	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-82	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-83	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-84	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2-8-85	WATER MAIN, TRENCHED, PVC 6", CO#3 *	LF	148	\$	6.00	\$	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

Item # 611  
Date: 7-24-23



▷ 5525 Merle Hay Road, Suite 200  
Main 515.278.2913 • Fax 515.278.1846

HRGREEN.COM

July 18, 2023

Jordan Cook  
City Administrator  
City of Nevada  
1209 6<sup>th</sup> Street  
Nevada, IA 50201

Re: Nevada, IA -- Jordan Well 4 Plugging and Abandonment- Change Order No. 2  
Payment Application No. 3  
Final Completion Certificate

Dear Jordan,

Enclosed are the following documents for Council Action:

**Change Order No. 2:** This Change Order includes final quantity adjustment for the well plugging methods. The net overall cost change with the quantity adjustments results in a net deduct of \$1,670. HR Green has reviewed the final quantities as submitted by the Contractor and recommends approval and processing of the Change Order.

**Payment Application No. 3:** This is the final Payment Application and includes releasing of Final Retainage. Upon Council acceptance and execution, the final invoice should be held for 30 days in accordance with Iowa Code to allow for potential claims to be filed. Once the 30 days has expired, the City should issue final payment.

**Final Completion Certificate:** This document establishes the date of Final Completion that begins the 2-year warranty period.

Upon Council Approval, please execute all documents and return a copy to our office. HR Green will disseminate final executed documents to the Contractor.

Sincerely,  
HR GREEN, INC

A handwritten signature in black ink, appearing to read 'Josh Scanlon'.

**Josh Scanlon, PE**  
Project Manager

Enclosures

J:\2019\191227\Construction\Closeout\ltr-20230717-Nevada\_Jordan\_Well\_Abandonment-Project Closeout.docx



HR Green, Inc.  
5525 Merle Hay Road, Suite 200.  
Johnston, IA 50131  
(515) 278-2913 FAX (713) 965-0044

## CHANGE ORDER

Distribution:

Owner X  
Engineer X  
Contractor X  
Field \_\_\_\_\_  
Other \_\_\_\_\_

<b>PROJECT:</b> Jordan Well No. 4 Plugging and Abandonment	<b>Change Order No.</b>	2
	<b>Date</b>	July 6, 2023
<b>To Contractor:</b> The Northway Corporation 4895 8 <sup>th</sup> Avenue Marion, IA 52302	<b>Project No.</b>	191227
	<b>Original Contract Date</b>	September 28, 2021
<p>This Change Order includes the final installed quantities as follows:</p> <ol style="list-style-type: none"> <li>Bid Item 9: Increase from 50 TONS to 84 TONS at the Bid Price of \$625/TON.</li> <li>Bid Item 10: Decrease from 94 CY to 34 CY at the Adjusted Unit Price of \$382/CY as previously adjusted in Change Order No. 1.</li> </ol> <p>Total net change for quantity adjustments results in a net decrease of \$1,670.</p>		
The original Contract Sum was		\$187,748.50
Net change by previously authorized Change Orders		<del>\$0</del> -\$29,092.00
The Contract Sum prior to this Change Order was		\$158,656.50
The Contract Sum will be decreased by this Change Order in the amount of		\$1,670
The new Contract Sum including this Change order will be		\$156,986.50

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, If applicable, AND OWNER

<b>Contractor</b> The Northway Corporation	<b>Owner's Representative</b> HR Green, Inc.	<b>Owner</b> City of Nevada
By	By	By _____
Date: 7/13/2023	Date: _____	Date: _____

**Contractor's Application for Payment**

Owner:	City of Nevada, IA	Owner's Project No.:	
Engineer:	HR Green, Inc.	Engineer's Project No.:	191227
Contractor:	The Northway Corporation	Contractor's Project No.:	
Project:	Jordan Well No. 4 Plugging and Demolition		
Contract:			
Application No.:	3	Application Date:	7/6/2023
Application Period:	From 5/1/2023	to	6/30/2023

1. Original Contract Price	\$	187,748.50
2. Net change by Change Orders	\$	(30,762.00)
3. Current Contract Price (Line 1 + Line 2)	\$	156,986.50
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	156,986.50
5. Retainage		
a. 0% X \$ 156,986.50 Work Completed	\$	
b. 0% X \$ - Stored Materials	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	
6. Amount eligible to date (Line 4 - Line 5.c)	\$	156,986.50
7. Less previous payments (Line 6 from prior application)	\$	147,094.20
8. Amount due this application	\$	9,892.30
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: The Northway Corporation

Signature: [Signature] Date: 7/14/2023

Recommended by Engineer

By: [Signature]

Title: Project Manager

Date: 7/17/2023

Approved by Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	191227
Contractor's Project No.:	

[illegible]

### **Contractor's Application for Payment**

Owner's Project No.:	
Engineer's Project No.:	191227
Contractor's Project No.:	

[illegible]

### Contractor's Application for Payment

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner's Project No.:  
Engineer's Project No.:  
Contractor's Project No.:

EUCDC C-620 Contractor's Application for Payment  
(c) 2018 National Society of Professional Engineers for EUCDC. All rights reserved.







### Contractor's Application for Payment

Owner:	City of Nevada, IA	Owner's Project No.:	191227
Engineer:	HR Green, Inc.	Engineer's Project No.:	
Contractor:	The Northway Corporation	Contractor's Project No.:	
Project:	Jordan Well No. 4 Plugging and Demolition		
Contract:			

[illegible]

**RESOLUTION NO. 005 (2023/2024)**

**A RESOLUTION ACCEPTING THE  
JORDAN WELL NO. 4 PLUGGING & ABANDONMENT PROJECT AS COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Northway Corporation to construct the Jordan Well No. 4 Plugging and Abandonment Project on September 29, 2021; and

WHEREAS, the project has now been completed by the Contractor, and inspected by HR Green staff; and

WHEREAS, the completed total contract price is \$156,986.50; and

WHEREAS, HR Green, Inc. and City staff have found that this project has been completed in substantial conformance with the contract documents and recommend acceptance of the work completed. The Statement of Final Completion and Owner's Acceptance of Work is submitted for execution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA, that:

1. The Jordan Well No. 4 Plugging and Abandonment Project has been completed in conformance with the construction documents and is hereby accepted; and the Statement of Final Acceptance and Certificate of Completion be approved and executed by the Mayor.

RESOLVED this 24<sup>th</sup> of July, 2023, by the City Council of the City of Nevada, Iowa.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

STATEMENT OF FINAL COMPLETION  
AND  
OWNER'S ACCEPTANCE OF WORK

PROJECT: Jordan Well No. 4 Plugging and Abandonment

OWNER: City of Nevada, 1209 6<sup>th</sup> Street, Nevada, IA 50201

ENGINEER: HR Green, Inc., 5525 Merle Hay Road, Suite 200, Johnston, IA, 50131

CONTRACTOR: Northway Corporation, 4895 8<sup>th</sup> Avenue, Marion, IA, 52302

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Contract Documents including all approved amendments and Change Orders, hereafter called the Work between the Owner and Contractor has been completed and to the best of my knowledge and belief, is in substantial compliance with the provisions of the Contract Documents.
2. The 2-year guarantee and maintenance requirement of the contract, secured by the Performance and Maintenance Bonds, shall become effective as of the Final Completion date of June 21, 2023.
3. The date of Final Completion is June 21, 2023.
4. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the Work performed in accordance with the Contract Documents.
5. The total cost of the Work as completed is One Hundred Fifty Six Thousand Nine Hundred Eighty Six and 50/100 Dollars (156,986.50).

I recommend, under the provisions of the Contract documents, that the Work be accepted and that the final payment be made.

HR Green, Inc.

By Joshua Scanlon  
Joshua Scanlon, P.E., Project Manager

Date 7/18/2023

Accepted By Northway Corporation.

By Gale McInish  
GALE MCINISH BRANCH MANAGER  
[Name, Title]

Date 7/18/2023

Accepted By City of Nevada

By \_\_\_\_\_  
[Name, Title]

Date \_\_\_\_\_

Item # 7A  
Date: 7-24-23

## COUNCIL ACTION FORM

**AGENDA: Discussion and Appropriate Follow-up on Request to fix the roof tile that connects the roof drain to the storm water tile.**

### HISTORY:

The CBD Infrastructure improvements provided the downtown area with new utilities. The project included water, sewer, and storm water. The project was a multiphase, multiple year project. The tile could have been crushed during the project. There were a lot of utilities in the area, which could have hidden the tile or possibly blocked it. Andy Kelly was able to televise the line. I was able to watch the footage with Andy. The footage showed a clean tile run, coming to an abrupt stop. The tile was broke with clean rock around it. The location where the tile stops is around the area the new storm water line was run. I spoke with Matt Runge (On-Track) and reviewed the plans onsite. There was no indication on the plans that there was an underground roof tile in that area. On-Track has reviewed and wrote a proposal to repair the tile in the amount of \$16,962.00.

Attached is a request from Andy Kelly, 1322 4<sup>th</sup> Street, for a request to replace and repair the roof drain and tile connecting to the storm water line. The location of the building is 618 Lincoln Way, 1139 6<sup>th</sup> St Suite 101, 1137 6<sup>th</sup> St.

The location of the roof drain is on the Southeast corner of the building (I have included a picture of the property). The roof drain goes down into the ground along the SE corner and in to the ground tile. The tile heads East underground towards the alley. The tile stops under the alley between 6<sup>th</sup> Street and 7<sup>th</sup> Street.

### OPTIONS:

1. Direct Staff to accept proposal from On-Track to proceed with repairs.
2. Direct Staff to provide more information.
3. Deny request by Andy Kelly.

### STAFF RECOMMENDATION:

Documentation has been presented showing the location of the incident. The construction project was in the area of the tile drain. There are a lot of utilities in the area around the tile. The longer the tile remains broke the more damage it can cause to the alley way and surrounding buildings. Prior repairs to other utilities with the project have been completed. Staff recommendation is Option 1.



July 19, 2023

KPMM, LLC  
Upchurch Rentals  
Located at:  
618 Lincoln Way  
1139 6<sup>th</sup> St Suite 101  
1137 6<sup>th</sup> St  
Nevada, IA 50201

Nevada City Council

Ever since the Downtown Street project the property at 618 Lincoln Way has gotten more water in the basement after a rainfall more easily than it has in the past. The neighboring property owner Tom Richards has also been involved in a large project to mitigate the water ground water problems.

It was observed after the heavy rains on July 12, 2023 that we had a large amount of flooding in areas that have never had a problem and damage to the foundation. The next day we removed the roof drain line and passed a camera down the line. It appears that our roof drain was not hooked back up during the downtown project. The line appears to go about 40 feet and terminates into white gravel.

We called Tom Richards and Ryan Hutton to look at the camera monitor. Next, we passed a fish tape down the line with a locator to try to determine the location. On July 18 we met with Ryan Hutton and Matt Runge with OnTrack to try to determine what happened. On Track has no records of any hookup being there.

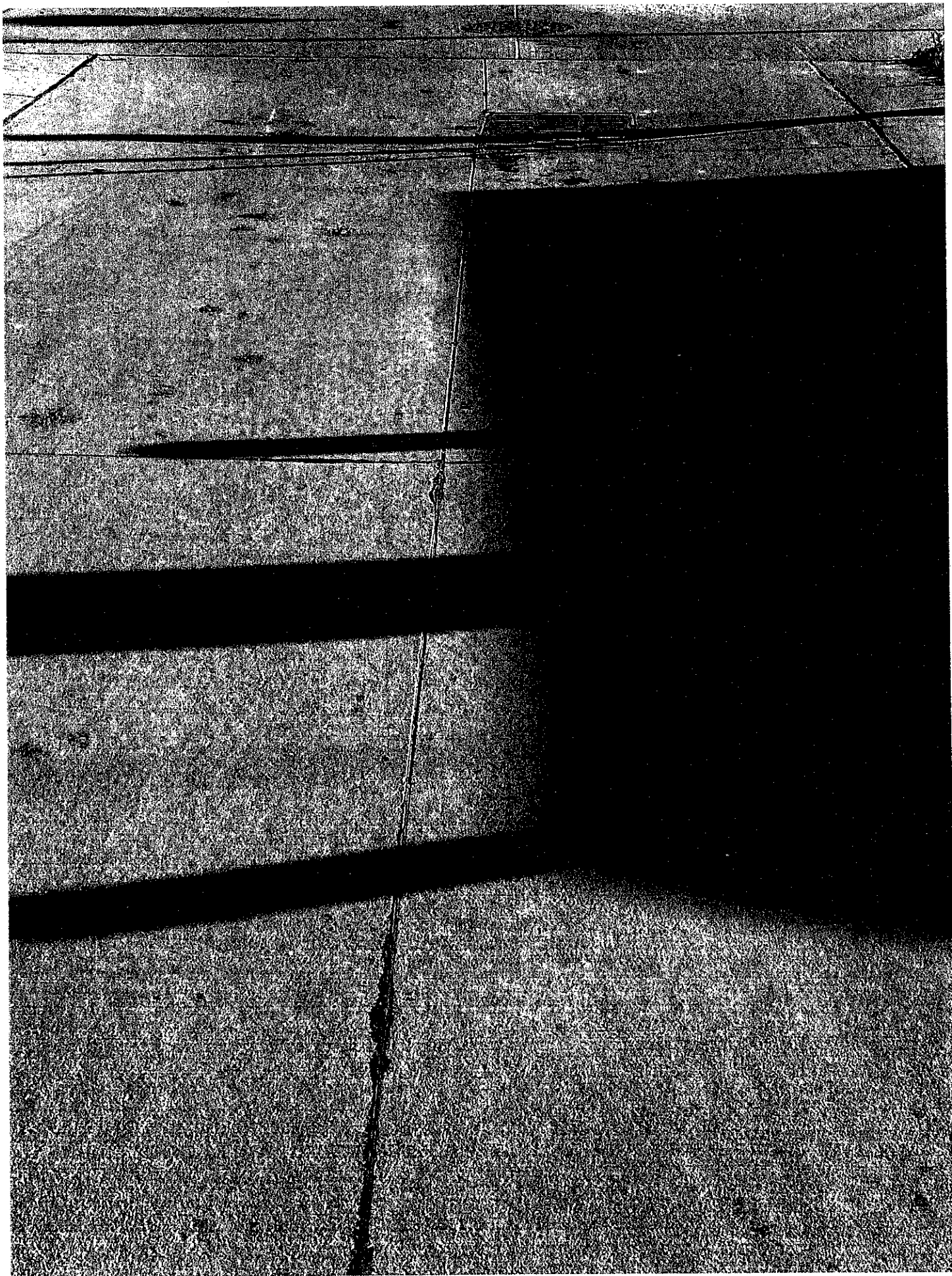
It was our understanding that existing roof drains were going to be attached during the project. We think that it is going to be necessary to open part of the alley and reconnect the roof drain line to the storm sewer. We are wanting the City of Nevada to get this taken care of before we suffer any more damage to our property.

Attached are pictures showing the existing roof drain, undermined concrete, and our best estimate as to where the terminated line in the alley. Andy plans on attending the City Council meeting on Monday, July, 24 if there are any questions.

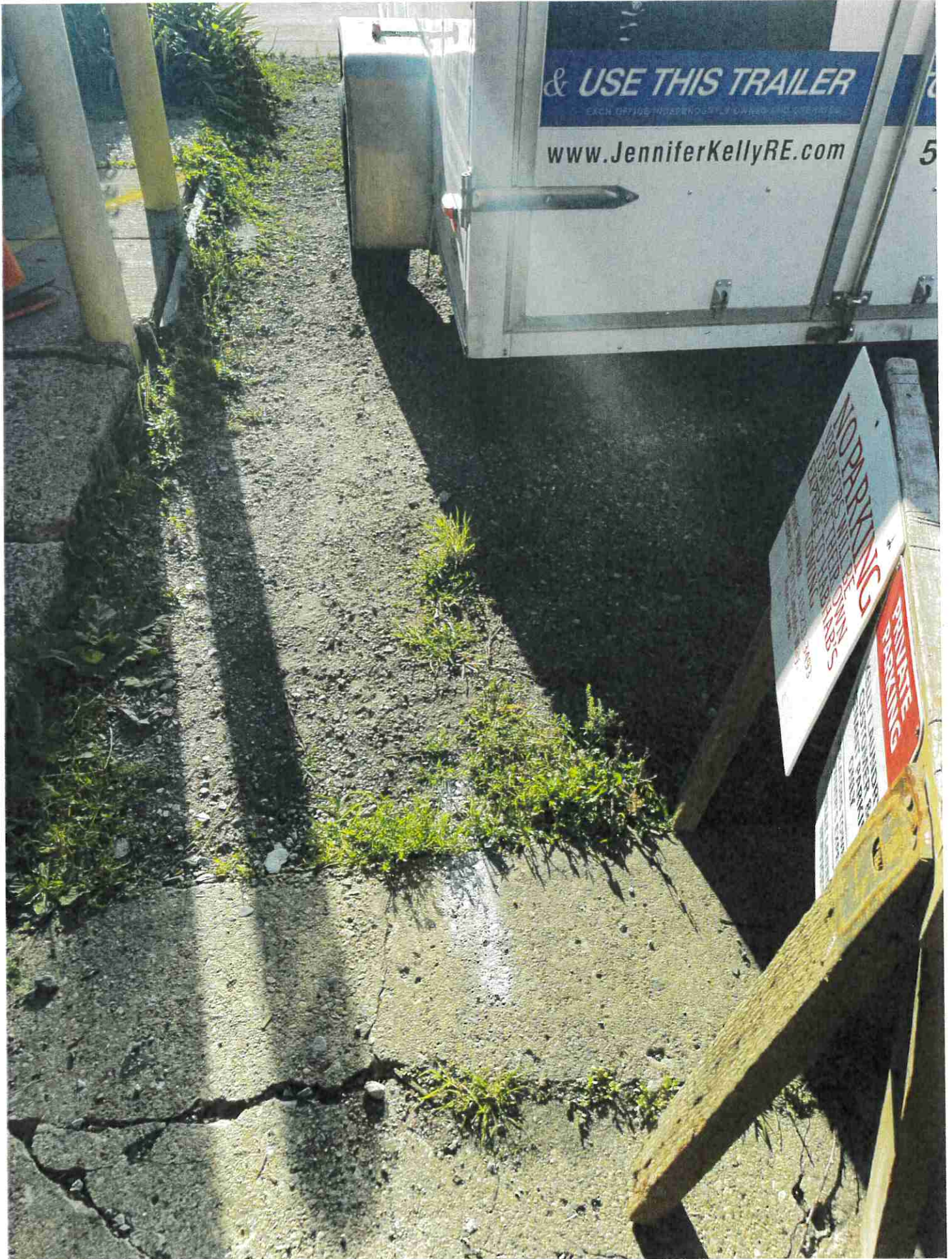
Sincerely,

Andy & Jennifer Kelly





























NEVADA, IOWA 50201  
PH: 515-451-6719  
[matt@ontrackiowa.com](mailto:matt@ontrackiowa.com)

# PROPOSAL

DATE: July 19, 2023  
PROPOSAL # 1  
RE: ALLEY WAY  
ROOF DRAIN  
CONNECTION

ATTN: CITY OF NEVADA/ HR GREEN

ITEM DESCRIPTION	AMOUNT
<b>**SCOPE OF WORK INCLUDES SAWCUTTING, PAVEMENT REMOVAL, POTHOLING UTILITIES, VACUUM EXCAVATING FROM STORM LINE TO WEST ALLEY RIGHT OF WAY LINE, CONNECTION TO EXISTING STORM SEWER, INSTALLATION OF NEW 8" STORM LINE TO ALLEY RIGHT OF WAY, BACKFILL AND PAVING REPLACEMENT</b>	
<b>LABOR, EQUIPMENT &amp; SUB:</b>	
SAWCUTTING & PAVEMENT REMOVAL - 25 SY	\$ 1,350.00
POTHOLING & VACUUM EXCAVATION @ \$300/ HR x 10 HRS	\$ 3,000.00
CONNECTIONS & PLUMBING @ \$575.00/ HR x 10 HRS	\$ 5,750.00
TRUCKING	\$ 150.00
25 SY OF PAVING REPLACEMENT	\$ 4,375.00
<b>MATERIALS:</b>	
2 STICKS OF 8" SDR 26 & FITTINGS	\$ 495.00
7 TONS OF PIPE BEDDING	\$ 265.00
GROUT FOR CONNECTION	\$ 35.00
10% Mark-up	\$ 1,542.00
<b>TOTAL</b>	<b>\$ 16,962.00</b>

THANK YOU FOR YOUR BUSINESS!

**RESOLUTION NO. 006 (2023/2024)**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
IOWA DEPARTMENT OF REVENUE AND CITY OF NEVADA REGARDING STATE  
SETOFF PROGRAM**

WHEREAS, the City of Nevada currently participates in the State Offset Program administered by the Department of Administrative Services; and

WHEREAS, the State has made changes to the current program and it will now be called the State of Iowa Setoff Program administered by the Iowa Department of Revenue (IDR); and

WHEREAS, the City previously voluntarily agreed to participate in the program, to assist in the collection of money owed to the City, it is in the best interest of the City to continue with the new program; and

WHEREAS, the Setoff Program is a method used to collect money on past-due debts owed to the State, Cities, Counties, etc., and IDR has established procedures to match people and businesses who owe delinquent debts with funds that can be applied toward those debts; and

WHEREAS, the City of Nevada and the Iowa Department of Revenue are desirous of entering into the Memorandum of Understanding for the State Setoff Program, as presented in the attached Exhibit A, Memorandum of Understanding

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Nevada, Iowa, hereby:

- Approves the Memorandum of Understanding between the City of Nevada and the Iowa Department of Revenue per the attached Exhibit A
- Authorizes the Mayor and City Clerk to sign the MOU and any other documents necessary to enroll in the program on behalf of the City.

Passed and approved this 24<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

## Kerin Wright

---

**From:** rachael.krier1@iowa.gov on behalf of Setoffs, IDR <idr-setoffs@iowa.gov>  
**Sent:** Friday, June 30, 2023 4:45 PM  
**Subject:** Invitation to Participate  
**Attachments:** Setoff Participant Guide.pdf; 230628 - Setoff MOU.pdf; Setoff Participant Enrollment Form Fillable.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

As a current participant in the State Offset Program administered by the Department of Administrative Services, we invite your organization to continue participation in the State Setoff Program administered by the Iowa Department of Revenue (IDR), effective November 13, 2023.

Participation in this program is voluntary, and requires a signed Memorandum of Understanding (MOU), along with a completed Setoff Participant Enrollment Application Form. Please complete and submit the application and MOU for processing as quickly as is reasonable.

Iowa Department of Revenue  
PO Box 3065013  
Des Moines IA 50306-0470

Any documents not received by August 10, 2023 may not be processed in time for the program transition on November 13, 2023.

The following documents are attached:

- Setoff Participant Enrollment Application Form (*required*)
- Memorandum of Understanding (*required*)
- Setoff Participant Guide
  - Includes pertinent file layouts and process information

For questions, please contact the Central Collections Unit at [idr-setoffs@iowa.gov](mailto:idr-setoffs@iowa.gov).

--  
**State Setoff Program | Central Collections Unit | Tax Management Division | Iowa Department of Revenue**  
[tax.iowa.gov](http://tax.iowa.gov) | 515-281-3114

This email message and any accompanying attachments contain information intended only for the specified individual(s) and may be confidential and protected. If you are not the intended recipient or have received this message in error, please: (1) do not read, print, copy, distribute, or use it in any way; (2) permanently delete or destroy the message (including any attachments); and (3) notify the sender immediately by email or telephone. Any unintended transmission of this email message does not constitute a waiver of any applicable privilege or protection. This message may contain informal opinions which are applicable only to the specific situation(s) referenced pursuant to the laws in existence at the time the opinion was issued. The Department may take a contrary position in the future. Any oral or written guidance or opinion given by Department personnel not pursuant to a Petition for Declaratory Order under Iowa Administrative Code 701—7.24 is not binding upon the Department.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF  
REVENUE AND \_\_\_\_\_ REGARDING STATE SETOFF PROGRAM**

**ARTICLE I  
PURPOSE**

- 1.1 The purpose of this memorandum of understanding ("Agreement") is to define the terms and conditions of [\_\_\_\_\_] ("Participating Agency")'s participation in the State Setoff Program ("Program"), as administered by the Iowa Department of Revenue ("IDR"). Participating Agency and IDR may individually be referred to as a "Party", or collectively as "Parties".

**ARTICLE II  
DEFINITIONS & AUTHORITY**

**2.1 Definitions.**

- 2.1.1 "Credit Vendor" means an agency or entity who submits funds to the Program.
  - 2.1.2 "Data" means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
    - 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
    - 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
  - 2.1.3 "Debt" means any amount, as measured in money, owed to a Public Agency.
  - 2.1.4 "Debt Portal" means the online system through which the Participating Agency will administer its Debt.
  - 2.1.5 "Debt Type" means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
  - 2.1.6 "Obligor" means as defined in Iowa Code 421.65(1)(a).
  - 2.1.7 "Obligor Directory Information" means the Obligor's Name, Address, Phone Number, and Email Address.
  - 2.1.8 "Obligor Information" means any information regarding the Obligor required by IDR, including "Obligor Directory Information".
  - 2.1.9 "Participating Agency" means a Public Agency or the Iowa Judicial Branch ("IJB"), that has entered into an agreement with IDR to participate in the State Setoff Program.
  - 2.1.10 "Public Agency" means as defined in Iowa Code 421.65(1)(b).
  - 2.1.11 "Public Payment" means as defined in Iowa Code section 421.65(1)(c).
  - 2.1.12 "Qualifying Debt" means as defined in Iowa Code section 421.65(1)(d).
  - 2.1.13 "Setoff Fee", as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
  - 2.1.14 "State Setoff Program" or the "Program" means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
  - 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
  - 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and associated administrative rules.



## **ARTICLE III PROGRAM PARAMETERS**

### **3.1 Program Admission.**

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 Contact Persons.
  - 3.1.2.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
  - 3.1.2.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
  - 3.1.2.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
  - 3.1.2.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
  - 3.1.2.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
  - 3.1.2.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

### **3.2 Prior to Submission of Debt.**

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

### **3.3 Submission of Debt.**

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
  - 3.3.3.1 The Debt must be Qualifying Debt.
  - 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
  - 3.3.3.3 The debts must meet the minimum amount requirement, as in administrative rule. If the amount of the debt is reduced to twice the Setoff Fee, the debt will be removed from the setoff system.

- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
  - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.
- 3.4 **Setoff Procedure.**
  - 3.4.1 Debt will be setoff upon a TIN match.
  - 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
  - 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and associated administrative rule. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
    - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
  - 3.4.4 **Setoff Fee.**
    - 3.4.4.1 The Participating Agency will be charged \$7.00 each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
    - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
    - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
  - 3.4.5 **Upon Setoff.**
    - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
    - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.
    - 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake

in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

### **3.5 Following Setoff**

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced to less than twice the Setoff Fee, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

### **3.6 Appeals and Challenges.**

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge is successful.

### **3.7 Refunds**

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In such a case, the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.
- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.

- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

#### **ARTICLE IV**

##### **CONFIDENTIALITY AND OWNERSHIP OF DATA**

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

#### **ARTICLE V**

##### **DURATION AND TERMINATION**

###### **5.1 Duration.**

- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.

###### **5.2 Termination.**

- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
- 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- 5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;
- 5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

**5.2.2 Termination for Convenience.**

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

**5.2.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

## **ARTICLE IV ADMINISTRATION**

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, [susan.khamtanh@iowa.gov](mailto:susan.khamtanh@iowa.gov). Agreement manager contact

information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.

- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency's debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

Iowa Department of Revenue

\_\_\_\_\_] ("Participating Agency")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

## Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

<i>Operational Contact - Primary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Operational Contact - Secondary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Obligor Contact - Primary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Obligor Contact - Secondary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Agreement-Related Notices Should be Sent To:</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	
<i>Address:</i>	
<i>City:</i>	
<i>State:</i>	
<i>Zip Code:</i>	

## Appendix B

### Setoff Placement File

The placement file must be named Setoffs#####.txt, where ##### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency's debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as "645" or "123", as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as "001" or "999". Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency's unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number



		Type is SSN or ITIN). Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN) Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program Format: MMDDYYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s. Example: \$123.45 should be listed as 000000012345. Must be \$14 or more.
Description of Debt	50	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff. Example: "Parking Ticket 00123-4"

### Appendix C

List of Debts submitted to the Program that will be deposited into the state general fund when paid:

Debt Type Name	Description
<i>ex. Individual income tax debt</i>	<i>ex. Debt resulting from the tax on an individual's income</i>

**RESOLUTION NO. 007 (2023/2024)**

**A RESOLUTION RELEASING LAND RESTRICTIONS FOR THE NORTH CAMPUS  
OF STORY COUNTY MEDICAL**

**WHEREAS**, Story County Medical is in the process of working with a developer to redevelop the North Campus; and

**WHEREAS**, the City of Nevada originally owned the property where a portion of the North Campus is sited, and legally described as follows:

Block Forty of the Original Town of Nevada, Story County, Iowa (the "Property")

**WHEREAS**, as part of the title examination it was discovered that the when the City initially conveyed the Property, it included a land restriction, which reads:

"The consideration for the above grant is that the Board of Trustees of the Story County Public Hospital shall establish, erect, equip and maintain a County Public Hospital upon said premises and shall use said premises for County Public Hospital purposes only as provided in Chapter 269 of the Code of Iowa 1939 and any laws amendatory thereof or supplementary thereto, and for no other purposes."

**WHEREAS**, The Property has not been used as a County Public Hospital in over 20 years; and

**WHEREAS**, It no longer serves the best interest of the community to require the owner of the Property to maintain a County Public Hospital on the premises.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF NEVADA, IOWA, AS FOLLOWS:**

1. Effective as of the date hereof, the City directs that any restrictions set forth in the August 20, 1943 Conveyance are hereby terminated, released and discharged in their entirety; shall be of no further force or effect; and no longer a burden or encumbrance on title the Property.

2. The Mayor is authorized to sign the attached Affidavit Explanatory of Title and cause the same to be filed of record.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

**WHEN RECORDED RETURN TO:**

Erin M. Clanton  
6701 Westown Parkway, Ste 100  
West Des Moines, Iowa 50266

Preparer Information: Erin M. Clanton, 6701 Westown Parkway, Ste 100, West Des Moines, Iowa 50266 (515) 274-1450

SPACE ABOVE THIS LINE FOR RECORDER

**AFFIDAVIT EXPLANATORY OF TITLE**

Re: Block Forty of the Original Town of Nevada, Story County, Iowa (the "Property")

State of Iowa, County of Story, ss:

The undersigned, being first duly sworn on oath, do depose and state that I am the Mayor of the City of Nevada, Iowa. In that capacity, I am aware of the Conveyance from the City of Nevada to Story County, Iowa dated August 20, 1943 and filed August 21, 1943 in the Story County Records. I provide the following explanation of title:

1. The Conveyance states "The consideration for the above grant is that the Board of Trustees of the Story County Public Hospital shall establish, erect, equip and maintain a County Public Hospital upon said premises and shall use said premises for County Public Hospital purposes only as provided in Chapter 269 of the Code of Iowa 1939 and any laws amendatory thereof or supplementary thereto, and for no other purposes."

2. The Property has not been used as a County Public Hospital in over 20 years.

3. It no longer serves the best interest of the community to require the owner of the Property to maintain a County Public Hospital on the premises.

4. Effective as of the date hereof, any restrictions set forth in the August 20, 1943 Conveyance are hereby terminated, released and discharged in their entirety; shall be of no further force or effect; and no longer a burden or encumbrance on title the Property.

5. The Nevada City Council has authorized my signature on this Affidavit by approval of Resolution No. 007 (2023/2024), approved on July 24, 2023.

This Affidavit is given for the purpose of clarifying title to the above-described real property. Further Affidavit Sayeth Naught.

---

Brett Barker, Mayor, City of Nevada, Iowa

STATE OF IOWA, STORY COUNTY, ss:

On this \_\_\_\_ day of July, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared **Brett Barker, as Mayor of the City of Nevada, Iowa**, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that she executed the instrument as her voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

Item # 7D  
Date: 7-24-23

## COUNCIL ACTION FORM

**Agenda Item:** SCORE Tennis Court/Basketball Court Crack Repair & Court Recoloring

### History:

As our tennis courts and basketball court at SCORE age, they require maintenance and upkeep. The courts were constructed in 2006 and have started to develop some cracks and some significant fading and peeling of the color coated surface. We last did crack repair and color coating in 2016. It is standard practice to resurface (with crack repair and color coating) outdoor courts every 4-8 years and repair cracks more if necessary. This work is planned to be completed this fiscal year with funding coming from our Open Space Reserve Account.

I contacted 5 companies for quotes for this project. I received back quotes from two of them. Both companies will do the same work.

Tennis Courts Unlimited	Nebraska City, NE	\$85,400.00	Did last repair for us in 2016
Pro Track & Tennis, Inc.	Bennington, NE	\$101,400.00	
Upper Midwest Athletic Const.	Andover, MN	No Bid	
MidAmerican Court Works	Wichita, KS	No Bid	Looked at Project, but decided not to bid
Tennis Services of Iowa	Cedar Rapids, IA	No Bid	

Both companies that submitted prices offer a 2 year warranty on material and workmanship and a 5 year warranty on the Armor crack repair. Tennis Courts Unlimited did the last crack repair and color coat work for us and we were very pleased with them. I have also contacted Keith Abraham, Director of Parks and Recreation, City of Ames, as a reference check on Tennis Courts Unlimited. The City of Ames has Tennis Courts Unlimited scheduled to do similar work later this summer, and they have been very pleased with their work in the past as well.

### Options:

1. Accept the quote from Tennis Courts Unlimited to repair the tennis courts and basketball court at SCORE for a cost of \$85,400.00.
2. Reject all bids and send out new RFP's.
3. Reject all bids and do nothing at this time and rebid next year.

### Staff Recommendation:

The Parks and Recreation Board and staff recommend Option #1: Accept the quote from Tennis Courts Unlimited to repair the tennis courts and basketball court at SCORE for a cost of \$85,400.00.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at [thansen.parks.rec@midiaowa.net](mailto:thansen.parks.rec@midiaowa.net).

# **Tennis Courts UNLIMITED INC**



**CHAN LAURENT**

7-12-23

To: City of Nevada

Attn: Tim Hanson

Re: Tennis court renovations 4-courts and 1- basketball court

Renovation procedures.

1. Clean and prepare surface for crack repair and color coating. Power wash courts.
2. Install Armor crack repair to approximately 1,400 lf of cracks.
3. Install one coat of acrylic resurfacer over entire surface.
4. Install two coats of Plexipave color system.
5. Paint new lines to USTA standards.
6. Paint pickleball lines on each court.
7. A two year warranty on workmanship and material with a five year warranty on Armor crack repair system.

Total Investment: \$85,400.00

Accepted \_\_\_\_\_ Date \_\_\_\_\_

Payment Schedule: 33% due with signed acceptance with remainder due on completion date.

Thank you, Chan Laurent

**402-873-6334**  
**1130 N. 58th Road • Nebraska City, NE 68410**



7409 N. 160<sup>th</sup> Street  
Lincoln, NE 68007  
PH 402.238.2900  
PH 800.498.4395  
FX 402.238.2987  
[www.protrackandtennis.com](http://www.protrackandtennis.com)

# PRO TRACK AND TENNIS, INC.

Tennis Court Proposal



INNOVATIVE  
EXPERIENCED  
PROFESSIONAL

We Proudly Present This Proposal To  
City of Nevada, IA

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Professional Track and Tennis  
A Division of Pro Track and Tennis, Inc. A NE Corporation  
800.498.4395 - [www.protrackandtennis.com](http://www.protrackandtennis.com)

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## PROPOSED SYSTEM

### RESURFACE ASPHALT BASED TENNIS COURT

Pro Track and Tennis, Inc. proposes to install the following:

1. **OPTION #1: Install NOVA Sports Color Coating System to four (4) courts. Areas needed will be patched and cracks filled. NOTE: No guarantee that all negative drainage/low lying areas can be completely eliminated. Does not include fixing/removing existing crack repair system.**
2. **OPTION #2: Install NOVA Sports Color Coating System to four (4) courts. Areas needed will be patched and cracks filled. This includes removal of coatings down to bare asphalt. NOTE: No guarantee that all negative drainage/low lying areas can be completely eliminated.**
3. **OPTION #3: Armor Crack Repair System. 5 yr. warranty. 1,400 LF. This will be installed on cracks prior to color coating. Includes removal and replacement of existing crack repair system.**
4. **OPTION #4: Armor Crack Repair System. 5 yr. warranty. 1,400 LF. This will be installed on cracks prior to color coating and after coatings are removed from current surface.**
5. **OPTION #5: Pickleball Game Lines: PER SET**



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A Division of Pro Track and Tennis, Inc. A NE Corporation  
800.498.4395 - [www.protrackandtennis.com](http://www.protrackandtennis.com)

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6. **OPTION #6: Install NOVA Sports Color Coating System to one (1) basketball court. Areas needed will be patched and cracks filled.**  
**NOTE: No guarantee that all negative drainage/low lying areas can be completely eliminated.**

7. **OPTION #7: Armor Crack Repair System on basketball court. 5 yr. warranty. 310 LF. This will be installed on cracks prior to color coating. Includes removal and replacement of existing crack repair system.**

**Note: If you recolor the courts again with us within (5) five years, we will extend your Armor warranty for another (5) five years.**

**The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.**



Professional Track and Tennis  
A Division of Pro Track and Tennis, Inc. A NE Corporation  
800.498.4395 - [www.protrackandtennis.com](http://www.protrackandtennis.com)

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## **PART 1: GENERAL**

### **1.01 RELATED DOCUMENTS:**

- A. If Architectural or Engineering specifications and or drawings are involved those specifications will take precedence over the following where noted and determined suitable for the project.

### **1.02 SUMMARY:**

- A. Pro Track and Tennis, Inc. shall furnish all materials, labor, tools, and equipment necessary for the installation of the NOVA Sports Color Coating system to the tennis court.
- B. The court(s) will be laid out for game lines according to the USTA.

### **1.03 GOVERNING BODIES:**

- A. Codes and standards will follow the current guidelines set forth by the (USTA) United States Tennis Association and The (ASBA) American Sports Builders Association tennis court construction manual will be the reference source for all guidelines for construction.

### **1.04 SUBMITTALS:**

- A. One copy of the color coating manufacturer's product specification sheet.
- B. One surface color sample. See attached with this Proposal.
- C. One copy of the Material Safety Data Sheets (MSDS) for each product to be used.
- D. One copy of the certificate that Pro Track and Tennis, Inc. is a member of the American Sports Builders Association in good standing



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## **PART 2: OWNER'S PRECONSTRUCTION RESPONSIBILITIES**

### **2.01 APPARATUS REMOVAL:**

- A. All athletic equipment should be removed and or moved out of the way of the areas to be worked on. Items such as bleachers, nets, divider nets, benches, etc.
- B. Any other items that are sitting on the surface to be coated that are not permanent fixtures.

### **2.02 GROUNDSKEEPING:**

- A. All edges of surface areas to be worked on should be treated as needed to kill all weeds. This should include weeds in cracks in the surface also. Applications should be repeated as needed to assure that the vegetation is killed off.
- B. Drainage issues should be addressed. If there are visible drainage problems where dirt and debris are deposited onto the court surface during a rain this should be addressed prior to the work starting.
- C. Severe leaching of weeds and sod/soil encroachment should be cut back and removed prior to Pro Track and Tennis beginning work. It sometimes takes days for the surface to dry out prior to being able to work on the surface.
- D. Any deposits of caked on dirt must be removed and cleaned. Built up dirt can trap moisture and may take days to completely dry out after cleaning and washing of the surface area.
- E. Sprinklers should be shut off four days prior to Pro Track and Tennis's arrival. The sprinklers can be run as long as the heads are adjusted not to spray water onto the court. Wind blowing water onto the court should be taken into consideration.
- F. We recommend that the area around the court be mowed prior to our arrival. This will keep grass from blowing onto the courts while the color coating is going down.
- G. Fertilizing turf adjacent to the court surface is strictly prohibited. Fertilizer will damage and discolor the court surface.
- H. The owner must provide a water source within 100' feet of the work area.



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## 2.03 SECURITY:

- A. We recommend that the staff at the owner's site be notified of the dates the court(s) will be closed. Especially gym classes, tennis lessons, practices and tennis matches that may use the courts during the renovation period.
- B. The community should be notified, if feasible, to deter attempts to enter the work area during installation.
- C. The work area should be secured as best as possible by locking all gates that will not be used and placing signage warning of the court(s) being closed during renovation.
- D. It is the responsibility of the owner to secure the work area and to keep all unauthorized persons from entering the court area Pro Track and Tennis is not responsible for damage caused by trespassers.

*The successful and timely completion of your court renovation project relies on your cooperation. We thank you in advance for your commitment to the important items listed above.*



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## PART 3: PRODUCTS

### 3.01 COLOR COATING APPLICATION:

- A. The acrylic color coating shall be the NOVA Sports 100% acrylic color coating system specifically designed for installing on concrete and asphalt substrates.
- B. The color coating material will have silica sand added to it for the desired speed of play.
- C. Note: Unless otherwise specified, the speed of play will be medium. Fast and slow speeds can be installed at the owner's request.
- D. See attached spec sheets for details and coverage rates.

### 3.02 SYSTEM COMPONENTS:

- A. VEGETATION STERILANT: (Roundup or equal) shall be used to control vegetation along edges and in cracks as needed.
- B. LATEX BASED CRACK SEALANT: NOVA Sports 100% latex Crack Flex shall be used on the smaller surface cracks as determined by the lead technician.
- C. PATCHING MATERIAL: NOVA Sports 100% acrylic latex patch binder shall be used to fill bird baths and other imperfections. It will be used for irregularities that need to be filled or evened out and smoothed over. This product also will be used to fill very large thermo and structural cracks.
- D. Note: The above crack sealers will be used as determined by the lead technician. All or just one may be used per job surface conditions, weather and temperatures.
- E. LATEX PRIMER: NOVA Sports concrete primer will be used to prime bare concrete both old and new prior to applying any color coating.
- F. NOVA SPORTS ACRYLIC FILL: The acrylic resurfacer is used to prime, level and create a uniform surface to apply the color coating to. It also will black out the courts to hide color bleed through if colors are going to be changed.
- G. NOVA SPORTS COLORING SYSTEM: NOVA Sports color coating is a 100%



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acrylic concentrate designed specifically for color coating sport courts both indoor and outdoor. The concentrate is diluted with potable water and sand is added for texture and the desired speed of play.

- H. NOVA SPORTS LINE SHARP: Line sharp is used to seal the tape down prior to applying line paint. The product is clear in color. This helps to prevent bleed through.
- I. NOVA SPORTS LINE PAINT: Line paint is 100% latex heavy-duty paint specifically designed for striping game lines on a colored surface.



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## PART 4: SYSTEM INSTALLATION PROCESS

### 4.01 QUALITY ASSURANCE:

- A. The owner should have one designated person who all communication will go through during the course of the project.
- B. Pre-construction meeting. A meeting will be held on the court prior to any work beginning. The lead technician will go over the scope of work with the owner and answer any questions. The owner will be required to sign off on a production sheet attesting to the fact that this meeting took place.
- C. The owner's representative will be contacted daily by the lead technician to give a progress report.
- D. Post-construction meeting. A meeting will be held after the work has been installed. A production sign off sheet will be reviewed with the owner at which time the owner will approve the project by signing off on the production sheet and evaluating our performance.

### 4.02 VEGETATION:

- A. Vegetation will be trimmed if needed on all edges to receive the color coat surfacing.
- B. Please refer to PART 2 item 2.2.

### 4.03 CLEANING:

- A. The entire surface area to be coated will be blown off using high-pressure wind machines.
- B. Any areas that need additional attention will be wire brushed as needed.

The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.

### 4.04 CRACK SEALING:



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- A. Cracks will be cleaned as needed using high-pressure air and water.
- B. Major cracks will be filled with a combination of products as determined by the field technician.
- C. Please see PART 3, 3.2, C and E for clarification of the different crack sealers.
- D. Note: Cracks are not guaranteed to not reappear and open back up. Cracks will open back up and can open slightly prior to leaving the job site. Only if you use the armor system are cracks warranted. New cracks that may form are not covered by warranty.
- E. OPTIONAL - ARMOR CRACK REPAIR SYSTEM. Five year warranty on system.

#### **4.05 REPAIR OF LOW SPOTS:**

- A. An acrylic patch binder, "patching primer" will be used to prime low areas.
- B. All areas needing patched will have an acrylic patch binder mix applied.
- C. The patched areas will be sanded prior to color coating.
- D. Note: There is no guarantee that all low spots can be totally eliminated. However, Pro Track and Tennis, Inc. will do everything possible to attain a level court. Negative drainage will not be eliminated. No attempt will be made to correct planarity issues.

#### **4.06 ACRYLIC RESURFACER:**

- A. One (1) coat of NOVA Sports 100% acrylic fill will be applied over the entire surface.
- B. Silica sand will be added to the coat at a 60-80 mesh.

#### **4.07 COLOR COATING:**

- A. Two (2) coats of NOVA SPORTS fortified, 100% acrylic color coating will be applied.
- B. The color coat will be applied perpendicular to the primer coat.



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- C. Sample color sheet of choices is attached.
- D. A fortified mixture will be used for the common area to withstand the water vapor and high traffic wear.
- E. The product used by Pro Track and Tennis, Inc. contains no asphalt emulsions or asbestos.

#### **4.08 LINE STRIPING:**

- A. The courts will be laid out for striping according to the U.S. Tennis Association.
- B. Textured white line paint will be used.

#### **4.09 JOB SITE CLEAN-UP:**

- A. The court area will be left "play" ready.
- B. All job related debris will be cleaned up and disposed of properly.
- C. All unused material will be removed from the job site and recycled.



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## PART 5: WARRANTY

Pro Track and Tennis, Inc. warrants its labor and materials for a period of two (2) years from the date of completion of work on any tennis court. There is a five (5) year warranty on the Armor Crack Repair System. All work performed by Pro Track and Tennis, Inc. is warranted against peeling, chipping and flaking under normal use. Pro Track and Tennis, Inc. further warrants that any paint applied during the striping on any tennis court will not flake or peel for a period of two (2) years from the date application is completed.

Customer acknowledges that they are aware that Pro Track and Tennis, Inc. is not responsible for defects, cracks, patches or uneven surfaces in the substrate which is being resurfaced by Pro Track and Tennis, Inc. Pro Track and Tennis, Inc. does not warrant that existing cracks or patches in existing substrate surfaces will not open or continue to increase in size. Pro Track and Tennis, Inc. shall not warrant nor be in anyway be responsible for peeling of paint or damage to any surface caused by failure of customer to keep the surface free of debris, vegetation or dirt and shall further not be responsible for damage to painted surfaces or any other actions caused by the customer. Pro Track and Tennis, Inc. does not warrant separation of the coatings from the concrete base where the base lacks a vapor barrier. Lack of a vapor barrier can cause moisture to be retained under the coating, which will eventually result in lack of adhesion to the surface. Pro Track and Tennis, Inc. does not warrant separation of the coating or bubbling of the coating when moisture is present due to passing from below an asphalt or concrete base.

In the event of any claims arising under this Warranty, damages incurred by the customer shall be limited to such repairs to be performed by Pro Track and Tennis, Inc. as are necessary to remedy any defects. Pro Track and Tennis, Inc. hereby agrees to perform any such repairs (weather permitting) promptly, after written notification of such claim from customer. Pro Track and Tennis, Inc. shall not be liable for any breach of any express or implied warranty except where expressly prohibited by applicable law.



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## ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from July 5, 2023.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

*Please Initial the appropriate boxes below to designate acceptance of the following options.*

☐

**OPTION #1:**

**Color Coat Four (4) Courts**

Forty-seven thousand, three hundred dollars

\$47,300.00

☐

**OPTION #2:**

**Color Coat Four (4) Courts/Removal Of Coatings**

Eighty-four thousand, five hundred dollars

\$84,500.00

☐

**OPTION #3: Add to Option #1**

**Armor Crack Repair System-1,400 LF**

Thirty-six thousand, four hundred dollars

\$36,400.00

☐

**OPTION #4: Add to Option #2**

**Armor Crack Repair System-1,400 LF**

Twenty-eight thousand dollars

\$28,000.00

☐

**OPTION #5: Add to Option #1 or #2**

**Pickleball Game Lines: PER SET**

Five hundred dollars PER SET

\$500.00

☐

**OPTION #6: Add to Option #1 or #2**

**Color Coat One (1) Basketball Court**

Nine thousand, five hundred dollars

\$9,500.00

☐

**OPTION #7: Add to Option #6**

**Armor Crack Repair System-310 LF**

Six thousand, two hundred dollars

\$6,200.00



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**Due to current market conditions, all prices subject to surcharge before date of install**

**Payment to be made as follows:**

*A down payment of 40% is due upon acceptance of proposal. The remaining balance is due on the day the job is complete and accepted by the owner.*

**Acceptance**

*The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.*

Signature _____		Signature _____	
Print _____	Date _____	Print _____	Date _____
City of Nevada, IA		Pro Track and Tennis, Inc.	

After signing, please return to Pro Track and Tennis, Inc.  
**Thank you very much for your business**



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**Kerin Wright**

---

**From:** Brenda Dryer <brenda@ameschamber.com>  
**Sent:** Thursday, July 13, 2023 2:52 PM  
**To:** Kerin Wright  
**Cc:** Jordan Cook; Lisa M. Oxley; Brenda Dryer  
**Subject:** Nevada Foundation - Human Services Fund  
**Attachments:** Committee Score Summary Round One 2024.docx

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon, Kerin

Can you process a check for \$16,882.21 to the Nevada Foundation?

I have attached the committee scores for this Human Service funding round. Can you send out in the Council packet for the July 24<sup>th</sup> meeting? I'll be there to do an official request for the funds.

Have a wonderful evening.

**Brenda S. Dryer**  
*Senior Vice President*



515.232.2310 main  
641.420.3556 cell  
[www.AmesChamber.com](http://www.AmesChamber.com)

## FY 2024 Human Services Fund / Round #1 – Summary Committee Scores

ORGANIZATION	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Fund? Yes or No	AT WHAT AMOUNT? Explain if something different than request amount.
<b>ilag</b> -Request: \$4,500	19	25	17		4 Yes	
<b>Harmony Clothing Closet, Inc</b> -Request: \$2,382.21	25	25	20		4 Yes	
<b>Nevada Schools</b> (student assistance fund) -Request: \$5,000	21	25	19		4 Yes	
<b>Nevada Food At First</b> -Request: \$5,000	25	25	22		4 Yes	

Approved

Item # 7F  
Date: 7-24-23

**RESOLUTION NO. 008 (2023/2024)**

**A RESOLUTION APPROVING A REVISED OPEN RECORDS  
POLICY FOR THE CITY OF NEVADA**

WHEREAS, the Revised Open Records Policy for the City of Nevada has been recommended to the council for approval; and

WHEREAS, the Nevada City Council has reviewed the policy and is agreement with the Revised Policy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Iowa, hereby approves the Revised Open Records Policy for the City of Nevada (Exhibit A).

PASSED AND APPROVED this 24<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_ that Resolution No. 008 (2023/2024) be adopted.

Ayes: \_\_\_\_  
Nays: \_\_\_\_  
Absent: \_\_\_\_

The Mayor declared Resolution No. 008 (2023/2024) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 008 (2023/2024) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2023-2024\008-Open Records Request Policy.doc

## **CITY OF NEVADA ADMINISTRATIVE POLICY**

**Policy Number:** 91216

**Subject:** Public Records Policy

**Approved By:** Jordan Cook

**Date:** July 24, 2023

**Amended Date:**

### **PURPOSE:**

The purpose of this Open Records Policy defines the procedures associated with handling open records requests made to the City of Nevada, within the parameters of Iowa Code Chapters 21 and 22. The purpose of this policy is to fix fees for public examination and photocopying. The City of Nevada recognizes the right of the public to access public records maintained by the City in accordance with state law. The City also recognizes that certain records maintained by the city are not public records or may be exempt from public disclosure and that a request to access public records may require a balance of the right of the public to access the records, individual privacy rights, governmental interests, confidentiality issues, and privilege issues. Additionally, the City is required to provide reasonable access to copies of documents and information in the City's custody. The City is not required to create reports, documents, or other records in response to a public records request.

When the City responds to requests to inspect or copy records, costs are incurred by the City. This policy is adopted to balance these competing interests, to establish an orderly and consistent procedure for responding to public records requests and to support the adoption of a fee schedule designed to reimburse the City for the actual costs incurred in responding to public records requests. City staff shall cooperate with members of the public in implementing the provisions of this policy.

### **LAWFUL CUSTODIAN:**

Iowa Code Section 22.1(2) requires government bodies to delegate an official or employee as its "lawful custodian" responsible for implementing the requirements of Iowa Code Chapter 22 and to provide that information to the public. The City's public safety director is the lawful custodian for all police and fire records. The City Clerk, or any employee delegated such responsibilities by the City Clerk, is the lawful custodian of all other City records. Requests for records should be made to the lawful custodian of said records.

### **LIMITATIONS:**

There are exceptions that protect certain records and documents from public disclosure. A number of these exceptions are listed in Iowa Code Chapter 22; others are provided elsewhere in the Iowa Code or by federal statute. Federal laws protect certain types of personal information from disclosure unless a law enforcement subpoena is provided. Additionally, various categories of information routinely handled by the City are considered confidential and therefore protected from disclosure.

The lawful custodian shall consult the City Administrator and/or City Attorney concerning requests for records that may be considered confidential records pursuant to Iowa Code Section 22.7 or otherwise exempt from disclosure. These requests include, but are not limited to: medical records, personnel or employee-related files, documents concerning litigation or claims, reports provided to government that may provide advantages to competitors, property appraisals concerning public projects, documents related to library patrons, and names and addresses of complainants. Any request for public records which could be exempt from disclosure under the conditional exemptions in Iowa Code Section 22.7 shall be referred to the City Attorney for review and response.

#### **PROCEDURES:**

The City of Nevada provides an Open Records Request Form to gather pertinent information regarding the public records request. Requests shall be legible and detailed as to the full extent of the record being requested. The requestors contact information shall also be provided. Requests that are illegible, vague, or lack necessary information cannot be fulfilled. The City reserves the right to seek clarification of any public records request before responding to the request.

The Request shall be given to the lawful custodian who shall coordinate the response for the records request. If the request is needed from another department the designee for that department shall provide the record to the lawful custodian. No original public records or documents can be removed from the premises at which they are stored. All open record request documents responded to electronically, via electronic mail or placed on a CD or DVD, shall be transmitted as a pdf file to prevent modification by the requester.

The City will respond with a cost estimate and time frame. Requesting individuals will be charged for research taking more than 30 minutes, and any copies or duplication services necessary to cover such request. The City Clerk or Public Safety Director (depending on the nature of the request) shall respond to the Public Record Request no later than 20 days after the request has been received. The Clerk shall make every effort to provide the request as soon as possible, however, City Staff should not be expected to abandon or neglect their regular public duties to comply with an open records request and thus need sufficient time to make and deliver requested copies. If the requested material potentially contains confidential information or is otherwise exempt from disclosure, additional time may be required for review and possible redacting of the material. If the City is unable to comply with your request for access to records, the custodian will indicate the reasons for denial in their response.

Under the following circumstances, documents may be provided without a written request:

- a) Documents made generally available to the public at public meetings;
- b) Subject to approval by the City Administrator/Clerk, any department may establish a departmental policy to allow verbal requests for public records maintained by the department which are routinely requested by members of the public as part of the department's regular work; and
- c) When, in the judgment of the City, it is more efficient and better serves the public interest to make available or provide copies of requested records without requiring the request to be in writing.

## **SUPERVISION OF IN PERSON EXAMINATION**

The examination and copying of public records shall be done under the supervision of the lawful custodian of the records or the custodian's authorized designee. The lawful custodian may adopt and enforce reasonable rules regarding the examination and copying of the records and the protection of the records against damage or disorganization. The lawful custodian shall provide a suitable place for the examination and copying of the records. No original public records or documents can be removed from the premises at which they are stored. Parties requesting the inspection of public records may do so at a date and time during regular City business hours and in an on-premise room as arranged by the custodian. The custodian may charge a reasonable fee for the services of the custodian or the custodian's authorized designee in supervising the examination and copying of records. Such fees shall not exceed the actual costs of providing the service.

### **FEES**

The City will charge rates and fees as outlined in the table below and for out-of-pocket expenses for records that may be requested by the public. These fees are collected for the equipment and supply costs, and retrieval and staff resources involved in satisfying a request from the public.

<b>Item</b>	<b>Cost</b>
Copies (per side)	
Black and White	\$0.25 (\$0.50 for double side)
Color	\$1.00 (\$2.00 for double side)
Copies of Audio CD or Video CD	\$10.00 per CD or DVD
Duplicate digital photos on CD	\$10.00 per CD
FAX	\$0.25 per page
Postage/mailing expense	Actual costs

In addition to the rates and fees shown above, the City shall also charge for employee time if the time involved exceeds 30 minutes per request. For the purposes of employee research, review, and reproduction time, all requests made within a 7-day period will be considered one request. Hourly rates for employees will be updated on July 1 each year when standard raises occur. Hourly rates for contract labor (IT, legal, etc) will be adjusted when their fees change.

<b>Service Provider</b>	<b>Hourly Rate</b>
City Staff	\$ [insert Kerin's hourly rate]
IT staff	\$ [insert IT hourly rate]
Legal review	\$150.00

If anticipated charges exceed \$500.00, the requesting citizen must pay a deposit of 50% of the anticipated charges before the City begins fulfilling the request, with the balance due before receipt of the records. The 20-day timeline will commence when the deposit has been paid.

The requesting individual will be billed for work performed and costs incurred regardless of whether they pick up the documents requested. Full payment will be required on any current or outstanding open records bill prior to the fulfillment of a request.



**Disclaimer of Responsibility for Requestors Use of Information Obtained from the City:**

Although records provided to a requestor may be deemed to be "open" or "public" records within the meaning of the Iowa Code Chapter 22, the City recommends that the requestor's use of any information provided by the City comply with all local, state, and federal laws, including but not limited to laws related to privacy, harassment, discrimination, debt collection, libel, slander and tort.

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# **City Administrators Report**

**June 26-July 20, 2023**

## **CDBG:**

The city will be going after a CDBG façade grant for Downtown Nevada. There has been a lot of interest with this program. I have been working with Emily to discuss next steps. I believe there will be a group setting up different criteria to select from in order to choose the buildings that will provide the most impact. I have asked Emily to talk with Mainstreet about setting up a steering committee to help with the decision. When talking with MIPA, they mentioned communities are most successful when grouping buildings together.

## **WW:**

Over the past three weeks the Contractor (Boomerang) has increased labor force and shown an increase in productivity on the project. Boomerang has hired and assigned a new superintendent (Jason Calease) that is on-site full-time and will be working with the project's other superintendent (Keith Brockhohn) moving forward. Boomerang's project manager recently resigned from his position and his last day will be Friday, July 21. There has been no formal notice from Boomerang about this and HRG has sent an email to Boomerang's leadership requesting information about their project manager transition plan for this project. We are awaiting a response from Boomerang on this matter.

Boomerang is continuing to address wall repairs from the first wall pour. HRG's estimate is approximately 20-percent the identified defects have been repaired to date with an additional 10-percent prepared for final repair. Boomerang has also been addressing the defective waterstop installation from the first wall concrete pour to allow for the second concrete pour. Boomerang is setting formwork for the second concrete pour that will include the upper portion of the walls, structural beams, and suspended slab.

Boomerang provided an updated schedule last week showing a Substantial Completion date in mid-December 2023. This schedule is a slight improvement from the last schedule; however, HRG feels this is very aggressive and may need further updates based on Boomerang's future performance.

HRG intends to keep requesting that Boomerang takes measures to improve on the schedule to complete this phase of the project and minimize impacts to the entire project and overall compliance schedule.

## **Leadership Steering Committee:**

Met last week with the steering committee to plan another year of leadership. We discussed different ways we could improve the program. Mostly with different tours and activities. Overall, everyone feels the program is successful but we want to find ways to intrigue more people. We felt some of the tours went on longer than needed so figuring out ways to shorten the length but not detract from the tour itself.

## **Cameras:**

We have been looking at installing additional cameras at the streets shed and the current waste facility. The camera will then be able to be used at the lift station after the current plant is decommissioned.

### **28E-Secondary Roads**

Joe has been working with Andrew at Story County to complete a 28E agreement in order to take some of the work load off our staff as well as story county's staff. Currently we are tasked with maintaining certain roads that are out of the way and end up taking more time and it is the same for Story County for certain roads in town but not in City Limits. We all met with Darren this past week to discuss next steps. Joe and Andrew are completing the map and then we will direct our attorneys to draft an agreement.

### **AK Systems Solutions:**

I sent an email to them last week stressing some of the concerns we have with them not closing and starting their project. They are working on getting funds to purchase the ground and are currently in a due diligence period. They said this should be completed by September and funds should be trickling in between now and then. AK will plan on providing funds when they come in. I will be updating the development agreement to reflect these dates which will be October 1 for a close date. I will plan on having this on the first august meeting.

### **Sponsored Project:**

Tim and I had a meeting with the Army core of Engineers to discuss the sponsored project. The meeting went well, we were told we need to re-apply for a permit because there was too much attached to the first permit so we will need to break it up in to sections. We will still be able to complete the project and it sounds like we can still continue with the bidding process prior to the new permits being issued.

### **Housing Rehab:**

Had another meeting with the group. Brenda has provided a list of housing resources that have now been added to our website. We are working on the wording of a rehabilitation program but have a bulk of it done. Next step will be to have the committee review and then have it sent to the council for your review.

### **UPDATES:**

#### **Betterment Committee:**

Have group set up, still need to confer with Mayor and move to next steps.

#### **Cutting Edge**

Agreement is signed, starting in the fall hopefully

#### **WorkIt:**

Moving dirt, agreement is signed

#### **Wayfinding Signage:**

Have a concept from HR Green, will bring and share with group at next meeting.

#### **Mainstreet Design Standards**

Reviewing

**City Technology:**

Waiting to hear back from Joe

**Downtown Parking:**

Completed.

**MONTHLY/WEEKLY STANDING MEETINGS**

Mainstreet (full board)

WW

NEDC (Exec)

Burke

SPA

PPL (Full Meeting)

IAMU



**STAFF MEETING AGENDA**

**Monday, July 17 @ 9:00 A.M**

**A. Old Business**

- a. City Administrator
  - i. ROW Trees
  - ii. Speed/Safety Cameras.
  - iii. Stop Signs- H Ave
  - iv. Downtown Parking
  - v. Development
  - vi. Annexation
  - vii. 1119 6<sup>th</sup> Street
  - viii. Restaurants
  - ix. CDBG
  - x. Housing Rehab