



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, AUGUST 14, 2023 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH 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) 558-8856, (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@cityofnevada.gov by 4:00 p.m. Monday, August 14, 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 24, 2023
 - B. Approve Payment of Cash Disbursements, including Check Numbers 82275-82379 and Electronic Numbers 1401-1417 (Inclusive) Totaling \$1,198,414.69 (See attached list) and the First Interstate Card Purchases for the August 19, 2023 Statement, total \$2,139.09
 - C. Approve Five Day Special Class "C" Retail Alcohol License, Nicole Schneider, d/b/a Nik's Topsy Trailers, 6th Street for Downtown Farmer's Market, 8/17/2023-8/21/2023.
 - D. Approve Five Day Special Class "C" Retail Alcohol License, Nicole Schneider, d/b/a Nik's Topsy Trailers, 6th Street for Downtown Farmer's Market, 8/24/2023-8/28/2023.
 - E. Approve Five Day Special Class "C" Retail Alcohol License, Nicole Schneider, d/b/a Nik's Topsy Trailers, 6th Street for Downtown Farmer's Market, 8/31/2023-9/4/2023.
 - F. Approve "NEW" (previously a Class C) of Class "B" Retail Alcohol License, Outdoor Service and Sunday Sales Permit for Good & Quick Co., 519 Lincoln Highway, Effective August 10, 2023
 - G. Summit Carbon Solutions, LLC, Notice of Eminent Domain Proceedings

5. MAYOR'S APPOINTMENTS

- A. Planning & Zoning – Carla Schimelfenig
- B. Planning & Zoning – Ryan Condon
- C. Library Board – Emily Fulton
- D. Board of Adjustment – Cary Martin

6. 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. MICA (Mid-Iowa Community Action, Inc.) Support and Services Presentation – Clarissa Thompson
- B. Fireworks Donations – Cathy Vincent
- C. Proclamation for National Fentanyl Prevention and Awareness Day
- D. Proclamation for Water and Wastewater Workers Week August 20th – 26th

7. OLD BUSINESS

- A. Approve Pay Request No. 26 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,031,065.03
- B. Approve Pay Request No. 16 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$75,572.50
- C. Approve Pay Request No. 11 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$27,202.30
- D. Approve Pay Request No. 6 for 2022 Street Improvement Project from Manatt's, Inc. in the amount of \$66,607.32
- E. Approve Pay Request No. 13 for the Field House from HPC LLC in the amount of \$210,330.95
- F. Approve Various Owner Purchases for the Field House Project
- G. Resolution No. 009 (2023/2024): Resolution Approving Amended Development Agreement with AK System Solutions LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the payment of the Agreement

8. NEW BUSINESS

- A. Approve 5-Day Special Class C Retail Alcohol License, effective August 25-29, for Nevada Jaycees to host an Outdoor Service Area at Story County Fairgrounds at 220 H

Avenue on Friday, August 25, 2023 (Truck Pull) and Saturday, August 26, 2023 (Live Band) during Lincoln Highway Days

- B. Approve Purchase of Bunker Gear for the Fire Department
- C. Approve Purchase of a Cardiac Monitor for the Fire Department
- D. Approve Purchase of Vehicle for the Police Department
- E. Approve Request for Proposals for Administration and Architectural Services for the CDBG, Revitalizing Downtown Façade Grant Program, and authorizing publication

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

10. ADJOURN

The agenda was posted on the official bulletin board on August 10, 2023, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2023-2024\2023-08-14.DOC



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, AUGUST 14, 2023 – 6:00 P.M.

4. CONSENT AGENDA

- F. Approve "NEW" (previously a Class C) of Class "B" Retail Alcohol License, Outdoor Service and Sunday Sales Permit for Good & Quick Co., 519 Lincoln Highway, Effective August 10, 2023

Enclosed in the Consent Agenda is an alcohol license application for Good & Quick. It is listed as a "New" license due to the recent legislative changes (SF2374). The only change is the Class C to a B. Everything else is the same. The Fire Inspection is included along with a diagram from Alcohol Division showing the change in the classes.

7. OLD BUSINESS

- A. Approve Pay Request No. 26 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,031,065.03

Enclosed you shall find the pay request from Williams Brothers and the engineers recommendation

- B. Approve Pay Request No. 16 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$75,572.50

Enclosed you shall find the pay request from Boomerang Corp. and the engineers recommendation

- C. Approve Pay Request No. 11 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$27,202.30

Enclosed you shall find the pay request from OnTrack and the engineers recommendation

- D. Approve Pay Request No. 6 for 2022 Street Improvement Project from Manatt's, Inc. in the amount of \$66,607.32

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

- E. Approve Pay Request No. 13 for the Field House from HPC LLC in the amount of \$210,330.95

Enclosed you shall find the pay request and the engineers recommendation

- F. Approve Various Owner Purchases for the Field House Project

Enclosed you shall find the action form listing the owner purchase items along with quotes and additional research

- G. Resolution No. 009 (2023/2024): Resolution Approving Amended Development Agreement with AK System Solutions LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the payment of the Agreement

Enclosed you shall find a resolution and the amended agreement. The only change in the agreement is the date for the real estate closing under A.1

8. NEW BUSINESS

- A. Approve 5-Day Special Class C Retail Alcohol License, effective August 25-29, for Nevada Jaycees to host an Outdoor Service Area at Story County Fairgrounds at 220 H Avenue on Friday, August 25, 2023 (Truck Pull) and Saturday, August 26, 2023 (Live Band) during Lincoln Highway Days

Enclosed you shall find application, fire inspection and approval from the police department for the Jaycees liquor license for the Lincoln Highway Days celebration

- B. Approve Purchase of Bunker Gear for the Fire Department

Enclosed you shall find the council action form and information needed to request the purchase of new bunker gear

- C. Approve Purchase of a Cardiac Monitor for the Fire Department

Enclosed you shall find the council action form for the purchase of a new cardiac monitor

- D. Approve Purchase of Vehicle for the Police Department

Enclosed you shall find the council action form for the purchase of a new police vehicle

- E. Approve Request for Proposals for Administration and Architectural Services for the CDBG, Revitalizing Downtown Façade Grant Program, and authorizing publication

Enclosed you shall find both RFP's to assist in applying and managing the CDBG Downtown Façade Grant

NEVADA CITY COUNCIL – MONDAY, JULY 24, 2023 6:00 P.M.

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 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, July 24, 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, Dane Nealson, Jason Sampson, Steve Skaggs. Absent: Sandy Ehrig and Barb Mittman. Barb Mittman arrived at 6:04 p.m.

Staff Present: Jordan Cook, Kerin Wright, Erin Mousel, Shawn Ludwig, Harold See, Erin Coughlin, Tim Hansen, Ryan Hutton, Ray Reynolds. Erin Clanton and Brandon Mickelson joined via zoom.

Also in attendance were: Brenda Dryer, Andy Kelly, Jim George, Jim Samuelson

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, Hanson, 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 Brian Hanson, seconded by Dane Nealson, to approve the following consent agenda items:

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

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

5. PUBLIC FORUM

A. Jim George enjoys walking our trail system and believes it would be beneficial to have a sidewalk along I Avenue (south of the Cemetery) connecting the trailhead to sidewalk.

Barb Mittman arrived at 6:04 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

Motion by Steve Skaggs, seconded by Jason Sampson, to approve Pay Request No. 12 for the Field House from HPC LLC in the amount of \$339,631.65. After due consideration and

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

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

Motion by Barb Mittman, seconded by Dane Nealson, to approve Change Order No. 4 for 2022 Street Improvements from Manatt's, Inc. in the amount of \$21,942.20. After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Skaggs, Hanson. Nay: None. The Mayor declared the motion carried.

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

Motion by Steve Skaggs, seconded by Barb Mittman, to approve Pay Request No. 5 for 2022 Street Improvement Project from Manatt's, Inc. in the amount of \$108,828.68. After due consideration and discussion the roll was called. Aye: Skaggs, Mittman, Nealson, Sampson, Hanson. Nay: None. The Mayor declared the motion carried.

- 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

Motion by Jason Sampson, seconded by Brian Hanson, to approve Change Order No. 2 in the reduced amount of \$29,092.00. After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

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

Motion by Dane Nealson, seconded by Steve Skaggs, to approve Pay Request No. 3, final, in the amount of \$9,892.30. After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Hanson, Mittman, Sampson. Nay: None. The Mayor declared the motion carried.

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

Motion by Barb Mittman, seconded by Brian Hanson, to adopt Resolution No. 005 (2023/2024). After due consideration and discussion the roll was called. Aye: Mittman, Hanson, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

7. NEW BUSINESS

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

Motion by Brian Hanson, seconded by Steve Skaggs, to approve Request to fix Alleyway Repairs up to and not to exceed \$20,000.00. After due consideration and discussion the roll was called. Aye: Hanson, Skaggs, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- 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

Motion by Jason Sampson, seconded by Barb Mittman, to adopt Resolution No. 006 (2023/2024). After due consideration and discussion the roll was called. Aye: Sampson, Mittman, Nealson, Skaggs, Hanson. Nay: None. The Mayor declared the motion carried.

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

Motion by Jason Sampson, seconded by Steve Skaggs, to adopt Resolution No. 007 (2023/2024). After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- D. Approve SCORE Tennis Court/Basketball Court Crack Repair and Court Recoloring for the Park Department

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

- E. Approve FY2024 Human Services Request, Round No. 1, Nevada Foundation

Motion by Brian Hanson, seconded by Steve Skaggs, to approve FY2024 Human Services Request, Round No. 1, Nevada Foundation in the amount of \$16,882.21. After due consideration and discussion the roll was called. Aye: Hanson, Skaggs, Nealson, Sampson. Nay: None. Abstain: Mittman. The Mayor declared the motion carried.

- F. Resolution No. 008 (2023/2024): A Resolution to Approve Revised Open Records Policy

Motion by Brian Hanson, seconded by Dane Nealson, to adopt Resolution No. 008 (2023/2024). After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Skaggs, Mittman. Nay: None. The Mayor declared the motion carried.

8. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 7:17 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR AUGUST 14, 2023
07/25/23 THRU 08/14/23

Item # 4B
Date: 8/14/23

VENDOR	REFERENCE	AMOUNT	CHECK #
ALLIANT UTILITIES	CH-UTILITIES	7,931.63	82275
NEVADA POSTMASTER	UTILITY BILLING POSTAGE	1,003.46	82276
MANATTS	2022 ST IMPROVEMENT PROJ	108,828.68	82277
NORTHWAY WELL AND PUMP	JORDAN WELL PROJ#3	9,892.30	82278
HPC LLC	FHPROJECT-PR#23	339,631.65	82279
SCHULING HITCH COMPANY	STS-LIGHT BAR	155.89	82280
TENNIS COURTS UNLIMITED	PKM-TENNIS CRT RENO-DWN-PMNT	28,182.00	82281
MENARDS - AMES	CEM-SUPPLIES	112.67	82282
WAGeworks	FSA 2022 PMTS	333.32	1401
NEVADA FOUNDATION	AD HOC PYMT #1 FY24	16,882.21	82283
IPERS	IPERS	36,541.27	1402
AMER'N FAMILY LIFE ASSR	AFLAC	966.94	82287
MISSION SQUARE 303097	DEFERRED COMP	822.5	82288
TREASURER STATE OF IOWA	STATE TAX	7,855.84	1403
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	82289
EFTPS	FED/FICA TAX	30,744.29	1404
HUTTON, RYAN	HSA	275.41	1405
SYDNES, KELLAN	HSA	50	1406
CORNISH, DEVIN	HSA	50	1407
WELLMARK BLUE CROSS BLUE	HEALTH 8/2023	34,247.00	82290
TREASURER STATE OF IOWA01	SALES TAX 7/2023	12,332.51	1409
TREASURER STATE OF IOWA01	WET 7/2023	13,641.27	1410
DELTA DENTAL OF IOWA	DENTAL 8/2023	3,332.52	82291
FIDELITY SECURITY LIFE	VISION 8/2023	903.9	82292
WAGeworks	FSA 2022 PMTS	122.67	1408
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	852.12	1412
EMPLOYEE BENEFIT SYSTEMS	SELF FUNDING FEES	259	1411
WAGeworks	FSA 2022 PMTS	339.74	1413
MISSION SQUARE 303097	DEFERRED COMP	822.5	82296
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	82297
EFTPS	FED/FICA TAX	30,307.54	1414
HUTTON, RYAN	HSA	275.42	1415
SYDNES, KELLAN	HSA	50	1416
CORNISH, DEVIN	HSA	50	1417
FAREWAY STORES INC	WWT,SUPPLIES	49.32	82298
HAWKINS INC	WTR,CHEMICALS	6,896.29	82299
ALLIANT UTILITIES	ALL-UTILITIES	35,585.45	82300
PRATT SANITATION INC	ALL-GARBAGE SVCS	656.98	82301
VAN WALL EQUIPMENT-NEVADA	STS,PARTS	1,023.57	82302
STATE HYGIENIC LABORATORY	WWT,LAB	2,741.50	82303
CAPITAL SANITARY SUPPLY	PKM-SUPPLIES	1,100.93	82304
COMPUTER RESOURCE SPECIALISTS	ALL-IT SVCS	5,951.15	82305
ARNOLD MOTOR SUPPLY	WWT,15CHVBATTERY	578.99	82306
IA ONE CALL	WTR/WWT-ONE CALLS	162.9	82307

HACH COMPANY	WTR,SUPPLIES	576.13	82308
IA STATE READY MIX	STS-CONCRETE	2,050.00	82309
LOWE'S HOME CENTERS INC	STS-SUPPLIES	22.32	82310
STORY CO TREASURER	AIRPORT RD LOT 3	2,942.00	82311
VERIZON WIRELESS	WTR/WWT/LIB,SERVICE	280.07	82312
IA DEPT OF NATURAL RESO	WTR-OPERATION PERMIT	1,275.00	82313
HENDERSON, DENNIS	CB-SOUND SYSTEM	200	82314
JERICO SERVICES INC	STS-DUST CONTROL	800	82315
NEVADA COMMUNITY SCHOOL	ALL-FUEL	4,182.79	82316
ROBB MORGAN	STS-TREE REMOVAL	28,900.00	82317
IA DEPT OF TRANSPORTATION	STS-SUPPLIES	165	82318
GOOD AND QUICK	PD-LIFTGATE LOCK CYLINDER	318.22	82319
MCFARLAND CLINIC PC	WWT-DOT TESTING	81	82320
ZIEGLER INC	STS-RD WIDENER 1X	2,910.00	82321
IA PRISON INDUSTRIES	STS-SIGNS	127	82322
DINGES FIRE COMPANY	FD,BULLEX EXT-GRANT	15,853.03	82323
ACCO	POOL,CHEMICAL	3,650.70	82324
DRAINTECH	WWT-CAMERA	390	82325
VESSCO INC	WTR,FLEXHOSES	517.5	82326
INTOXIMETERS	PD,SUPPLIES	125	82327
EZ-LINER INDUSTRIES	STS-BEAD GUN TIP	88.64	82328
NEWSOME PLUMBING	POOL,DRINKFOUNT	195.25	82329
WESTRUM LEAK DETECTION	WTR,2023LEAK DETECTION	2,700.00	82330
STAPLES ADVANTAGE	WWT-INK CARTRIDGE	197.13	82331
WINDSTREAM CORPORATION	WTR-PHONES	677.54	82332
PRESLEY, WADE HENRY	CB-REHEARSALS/CONCERTS	540	82333
SAMS CLUB	FOLDING TABLES/CHAIRS	6,983.87	82334
DICKS FIRE EXTINGUISHER	ALL-FIRE EXTINGUISHER	1,789.60	82335
HR GREEN, INC	WWTF-PH2ENG	105,112.29	82336
SHILL ELECTRIC	WTR-FUSES	152.1	82337
BRICK GENTRY PC	ALL-LEGAL	7,140.00	82338
FERGUSON ENTERPRISES IN	WTR-SOFTWARE UPDATE	14,365.80	82339
IA DIVISION OF LABOR SE	POOL-BOILER INSPECTION	40	82340
MISSISSIPPI LIME	WTR,LIME	10,194.50	82341
UNITYPOINT CLINIC-OCC M	WWT,DOTTEST	42	82342
WILLIAMSON ELECTRIC INC	PKM-ELEC RPR	876.49	82343
CONVERSE CONDITIONED AIR	4PLX,COMPRESSOR	168.75	82344
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225	82345
PEPSI BEVERAGE COMPANY	4PLX-CONCESSIONS	330.62	82346
QUADIENT	ALL-POSTAGE	1,000.00	82347
CIZMADIA, JOSH	PD-REIMB	23.96	82348
WEX BANK	ALL-GAS CARD	1,266.95	82349
KRUCK P & H CO., INC	CH-PREV MAINT	590	82350
CRAIG CARROLL STUDIO	PD-BRANDS PHOTOS	110	82351
RACOM CORPORATION	FD,RADIOCHGR	273.21	82352
LEXIPOL	PD-TRNG	5,283.65	82353
MARTIN BROS DISTRIBUTION CO	4PLX-CONCESSIONS	2,036.06	82354
BOUND TREE MEDICAL, LLC	EMS,MEDICAL SUPPLIES	348.72	82355
TURF AND POND TIME	PKM-POND TREATMENTS	200	82356

MENARDS - AMES	WTR, TOOLS	726.94	82357
MACQUEEN EQUIPMENT	STS-#9 EQUIP RPR	988.26	82358
RMH ARCHITECTS	FH-ARCH	5,840.00	82359
BLACKBIRD DESIGN & PRINT	PD, DECALS	341.6	82360
SALTECH SYSTEMS	WEB HOSTING	59.95	82361
LIFEMED SAFETY INC	EMS-CARD MONITOR CERT	600	82362
MATHESON TRI-GAS INC	POOL-CO2	321.04	82363
FIRSTNET	PD-CAR COMPUTERS	389.17	82364
STARBUCK, CHARLIE	WTR-DST 1 CERT REIMB	83.54	82365
RANGEMASTERS TRAINING CENTER	PD-PRITCHARD UNIFORM	138.68	82366
AMAZON CAPITAL SERVICES	STS, STOPSIGNS TRAIL	507.85	82367
BARKER, DREW	GB-REHEARSALS/CONCERTS	240	82368
METRONET	ALL-INTERNET	292.2	82369
MID IOWA PETROLEUM EQUIP	WWT-ALARM INSPECT/TEST	241.7	82370
ROSK DEVELOPMENT LLC	PZ-102 K Ave Service	2,978.00	82371
DAKOTA SUPPLY GROUP	STS-DET WARNING PLT	1,043.81	82372
ACCESS SYSTEMS INC	BP-50C45 PD OFF	683.94	82373
ROGUE TRAINING CONSULTING LLC	FD-BRANDES FF1 CRSE	250	82374
IA SPORTS FOUNDATION	2023 IA GAMES	890	82375
SEALMASTER-ST. LOUIS	STS-BIKE LN COATING	709.85	82376
ROGERS, DEAN	SNR RENT REFUND, ROGERS	150	82377
IAFC MEMBERSHIP	FD, IAFC MEMBERSHIP	240	82378
AITs, INC	FD, MELTON REGISTRATION	595	82379
	Accounts Payable Total	<u>989,784.17</u>	
	Payroll Checks	<u>208,630.52</u>	
	***** REPORT TOTAL *****	<u>1,198,414.69</u>	

GENERAL	299,061.57
ROAD USE TAX	40,209.22
LOCAL OPTION SALES TAX	50,978.28
LIBRARY TRUST	44.82
NORTH STORY BASEBALL	890
PARK OPEN SPACE	28,182.00
COMMUNITY BAND	980
SC/FIELDHOUSE	353,401.15
2021 STS 11TH/S14	115,385.88
CBD DOWNTOWN IMPR	232
TRAIL CIP RESERVE PROJTS	45.5
WATER	88,294.37
JORDAN WELL	9,892.30
SEWER	66,656.74
SEWER CAP IMP PROJECT	87,703.55
LANDFILL/GARBAGE	53.64
STORM WATER	337.37
REVOLVING FUND	20,171.45
FLEX BENEFIT REVOLVING	795.73
HEALTH INS, SELF FUND	35,099.12
TOTAL FUNDS	<u>1,198,414.69</u>

Vendor # 1170

20230819

Electronic Pynt #

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 08/14/2023 W/CLAIMS

Tran Date Merchant Name

Description

Amount

Invoice #

ACCOUNT

6/30/2023 Websaleusa.com
6/29/2023 IA DNR
7/1/2023 Go Daddy
7/1/2023 Flower Bed
7/12/2023 Go Daddy
7/12/2023 Sangoma US Inc

PKS, Bolland Covers
WWF, Grade 2 exam - Devin
ADM, Website/Emails
ADM, Funeral Flowers
ADM, Website Domain
Water Plant
Wastewater Pl
Library
Fire Dept
Police Dept
ST Dept
City Hall
Cemetery
Parks Mnt
WWF, Equipment Repair
ADM, website
STS, Conference fee-Mousel
STS, Conference fee-Pratt
WTR, Conference fee-Ludwig
ADM, website
LB, Digital Newsletter
LB
LB, AED and supplies
PSD, Continuing Ed

116.87
32.29
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610-816-6479
121-613-6431
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600-811-6373
610-816-6373
001-410-6373
001-150-6373
001-110-6373
110-210-6373
001-620-6373
001-450-6373
001-431-6373
610-816-6392
121-613-6431
110-210-6240
110-210-6240
600-811-6240
121-613-6431
001-410-6486
001-410-6581
169-413-6750
001-110-6240

7/14/2023 Teledyne Instruments
7/17/2023 Twilio Inc
7/17/2023 2023 APWA Iowa Chapter
7/17/2023 2023 APWA Iowa Chapter
7/17/2023 2023 APWA Iowa Chapter
7/19/2023 Zoom
7/6/2023 Matchmp
7/6/2023 Menards
7/20/2023 AED Superstore
7/14/2023 Homefront

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INV211272548
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2,139.09

POSTING & PAYMENT DATE

August 19, 2023

City Administrator

W:\Office\Finance\AccountsPayable\Vendors\GreatWesternPurchaseCards.All

Farmer's Market 8/17/23

Item # 4C-E

Date: 8/14/23

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the August 14, 2023 Council Agenda

Business Name Nikki Schneider Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

8-24-23
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

COMMENTS/OR REASONS IF DENIED: (Write on back or another sheet if needed)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Nicole Schneider	Nikki Schneider	(515) 291-8834

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1028 6th Street		Nevada	Story	50201

MAILING ADDRESS	CITY	STATE	ZIP
296 T Avenue	Boone	Iowa	50036

Contact Person

NAME	PHONE	EMAIL
Nicole Schneider	(515) 291-8834	thewhimsicalwinetrailer@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 17, 2023	Aug 21, 2023	

SUB-PERMITS

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Nicole Schneider	Boone	Iowa	50036	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Specialty Risk of America

Aug 17, 2023

Aug 22, 2023

DRAM CANCEL DATE

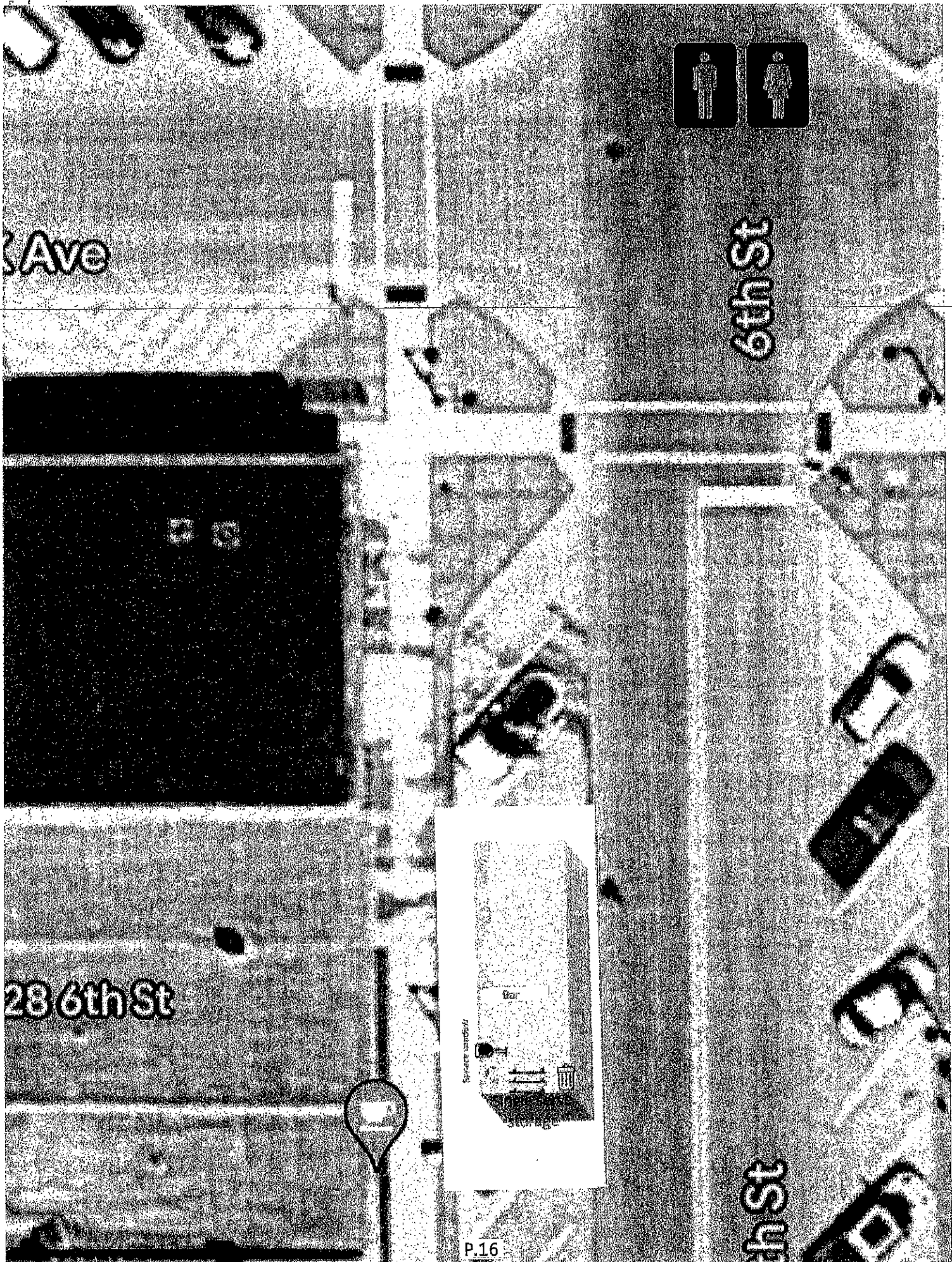
OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



Farmers Market 8/24-28

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the August 14, 2023 Council Agenda

Business Name Nikki Schneider Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ✓ approval ____ denial of a beer or liquor license to this business.

7-24-23
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

COMMENTS/OR REASONS IF DENIED: (Write on back or another sheet if needed)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Nicole Schneider	Nikki Schneider	(515) 291-8834

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1028 6th Street		Nevada	Story	50201

MAILING ADDRESS	CITY	STATE	ZIP
296 T ave	Boone	Iowa	50036

Contact Person

NAME	PHONE	EMAIL
Nicole Schneider	(515) 291-8834	thewhimsicalwinetrailer@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 24, 2023	Aug 28, 2023	

SUB-PERMIT

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Nicole Schneider	Boone	Iowa	50036	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Specialty Risk of America

Aug 24, 2023

Aug 29, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Farmer's Market 8/7/23

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the August 14, 2023 Council Agenda

Business Name Nikki Schneider Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

7-26-23
Date


FIRE INSPECTOR AND/OR BUILDING INSPECTOR

COMMENTS/OR REASONS IF DENIED: (Write on back or another sheet if needed)

no orders



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Nicole Schnelder	Nikki Schnelder	(515) 291-8834

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1028 6th Street		Nevada	Story	50201

MAILING ADDRESS	CITY	STATE	ZIP
296 T ave	Boone	Iowa	50036

Contact Person

NAME	PHONE	EMAIL
Nicole Schneider	(515) 291-8834	thewhimsicalwinetrailer@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 31, 2023	Sep 4, 2023	

SUB-PERMIT

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Nicole Schneider	Boone	Iowa	50036	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Specialty Risk of America

Aug 31, 2023

Sep 5, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Item # 4F
Date: 8/14/23

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 8/14/23 Council Agenda

Business Name  Good + Quail Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

8-9-23

Date



FIRE INSPECTOR AND/OR BUILDING INSPECTOR

COMMENTS/OR REASONS IF DENIED: (Write on back or another sheet if needed)

one fire Extinguisher was expired - will fix



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Good & Quick Co	Good & Quick	(515) 382-3462

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
519 Lincoln Highway		Nevada	IA	50201

MAILING ADDRESS	CITY	STATE	ZIP
Lincoln Highway	Nevada	Iowa	50201

Contact Person

NAME	PHONE	EMAIL
Charles Good	(515) 382-3462	cha0958@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 10, 2023	Aug 9, 2024	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Charles Good	Nevada	Iowa	50201	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

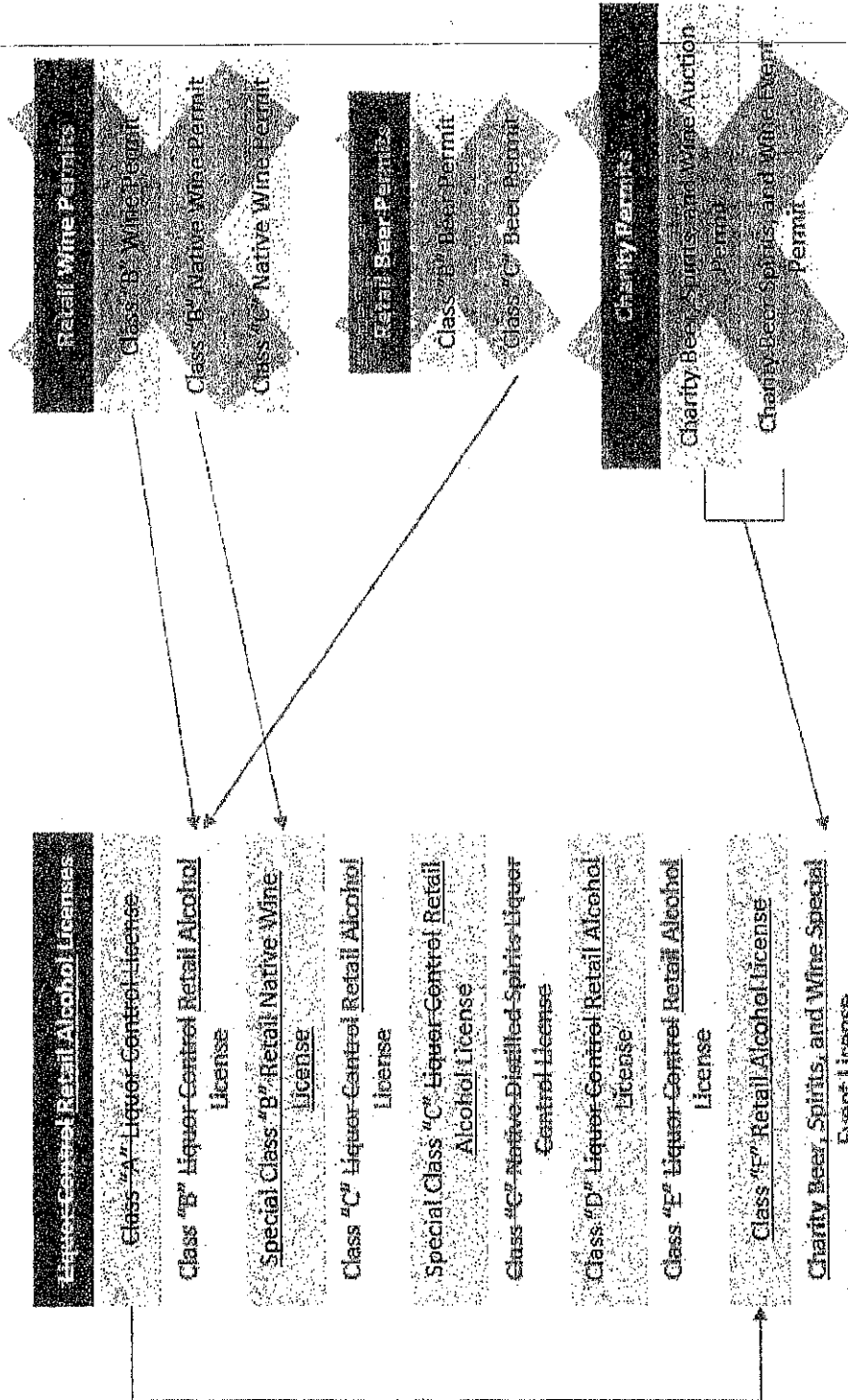
OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Retail License/Permit Changes



NOTICE OF EMINENT DOMAIN PROCEEDINGS

City of Nevada, Iowa
1209 6th Street, PO Box 530
Nevada, IA 50201
H-ST-043 (IA-ST-301-0004.000)

JUL 24 2023

Date: July 19, 2023

Re: Iowa Utilities IUB Docket No. HLP-2021-0001

Notice is given that Summit Carbon Solutions, LLC ("Summit"), under the provisions of Iowa Code chapter 479B, has filed a petition with the Iowa Utilities Board ("IUB") for a hazardous liquid pipeline permit to construct, operate and maintain a pipeline for the transportation of liquefied carbon dioxide ("Pipeline") in the following Iowa counties: Boone, Cerro Gordo, Cherokee, Chickasaw, Clay, Crawford, Dickinson, Emmet, Floyd, Franklin, Fremont, Greene, Hancock, Hardin, Ida, Kossuth, Lyon, Montgomery, O'Brien, Page, Palo Alto, Plymouth, Pottawattamie, Shelby, Sioux, Story, Webster, Woodbury, and Wright (collectively, "Project").

The Project will capture carbon dioxide that otherwise would be emitted into the atmosphere, compress the captured emissions and transport them through a pipeline to North Dakota where the emissions will be stored underground in deep geologic storage locations.

Since Summit has not secured a voluntary easement from you, Summit is requesting that the IUB grant it the authority to acquire by eminent domain (condemnation) the interests in your property necessary for the Project. Landowners do not have to sign an easement or enter into negotiations with Summit. A copy of the relevant Exhibit H for your property, which was filed with the IUB as part of the above-referenced docket, is attached as Attachment A to this notice.

You have a right to file a written objection to the request for the right of eminent domain. Objections may be filed no later than five days before the scheduled hearing date.

Anyone seeking to file an objection in this docket may do so in writing to the IUB or by filing electronically using the IUB's electronic filing system ("EFS") at <http://efs.iowa.gov>. To file in EFS, click on the "Submit" tab and select the "Submit Comment" dropdown. Instructions to complete an objection are included on this page. After the filing has been processed, the filer will receive email notification that includes a link to the filing. For assistance, contact the EFS Help Desk Monday through Friday, except State holidays, 8:00 a.m. to 4:30 p.m. Phone: (515) 725-7300. Persons without access to a computer may have the objection added into the IUB's EFS by mailing them to the Iowa Utilities Board, Records Center, Docket No. HLP-2021-0001, 1375 E. Court Ave., Des Moines, Iowa 50319.

The IUB, in considering a petition requesting the right of eminent domain (condemnation), does so in an open and public process. The IUB has scheduled a public hearing to consider the petition, including the route, any filed objections, the request for eminent domain authority, and to hear testimony to aid it in determining whether to grant the permit and the right of eminent domain. The IUB will hold a public hearing beginning at 10:00 a.m. on August 22, 2023. The hearing shall

be held at the Cardiff Event Center, 3232 First Avenue South, Fort Dodge, Iowa. Persons with disabilities who will require assistive services or devices to observe this hearing or participate in it should contact the IUB at (515) 725-7300 no later than ten days prior to the hearing to request that appropriate arrangements be made.

At the hearing, parties will be given the opportunity to cross-examine each parties' witnesses and to present witnesses on their own behalf. The IUB established a procedural schedule by its order issued June 16, 2023, which established dates for parties to file prepared testimony prior to the hearing. Copies of the IUB's orders, and Summit's petition, prepared testimony and exhibits and other pertinent filings in this docket may be viewed under the docket number in the IUB's EFS at <http://efs.iowa.gov>. Questions about the procedural schedule or IUB rules should be directed to the Iowa Utilities Board, Records Center, 1375 E. Court Ave., Des Moines, IA 50319 or at (515) 725-7300.

The IUB may grant a permit, including the location of the route, in whole or in part, upon such terms, conditions and restrictions, and with such modifications as to location and route, as may seem to it just and proper. The IUB must determine that the proposed pipeline promotes the public convenience and necessity and meets other requirements of applicable Iowa law and IUB rules. If the right of eminent domain is granted by the IUB, it is granted for the life of the proposed pipeline. The permit granted by the IUB is for a 25-year period, which is subject to renewal for as long as the pipeline is in use. There is no requirement for the IUB to rule by a particular date. Once a final decision has been issued, any party may appeal to the Polk County District Court or to the district court for the county in which such party resides or has its principal place of business within 30 days of issuance of the final decision.

The matter of just compensation for property rights taken by eminent domain is not determined by the IUB. If the IUB grants Summit eminent domain authority for an interest in your property, just compensation will be determined by a compensation commission appointed from your county pursuant to Iowa Code chapter 6B. A copy of the Attorney General's Acquisition Negotiations Statement of Rights (Iowa Administrative Code 61-34.1), which is a statement of the rights of individual property owners with respect to the acquisition of interests in their property under chapter 6B, is attached as Attachment B.

To obtain additional information regarding the Project or to obtain a map showing the route of the Pipeline at no cost, which map has been filed in the IUB docket available online, contact the following:

Summit Carbon Solutions, LLC
ATTN: Map Request
2321 N. Loop Dr., Suite 221
Ames, IA 50010
(515) 531-2635

ATTACHMENT A
(Copy of Exhibit H)

IA-ST-301-0004.000

Parcel ID:

1003400410

Ownership Information:

Key Cooperative
c/o Michael J. Thomas, Registered Agent
13585 620th Avenue
Roland, Iowa 50236-8061

Such owners, whether one or more, may be collectively referred to as the "Landowner".

Easement Holders:

State of Iowa (Easement for Public Highway for East Lincoln Highway / E41)
Right of Way Department; Iowa State Highway Commission
800 Lincoln Way
Ames, IA 50010

Iowa Regional Utilities Association d/b/a Central Iowa Water Association
1351 Iowa Speedway Drive
Newton, IA 50208

Lincolnway Energy, LLC
59511 Lincoln Highway
Nevada, Iowa 50201-7992

Story County (Unrecorded interest in public road right-of-way for 600th Avenue)
837 N. Avenue
Nevada, IA 50201

City of Nevada, Iowa
1209 6th Street, P.O. Box 530
Nevada, IA 50201-0530

Interstate Power and Light Company, an Iowa Corporation
ATTN: Real Estate and Right of Way Department
200 1st Street SE, PO Box 351
Cedar Rapids, IA 52401

Mortgagees:

There are no mortgagees of the Property.

Tenants:

There are no tenants of the Property.

Property Legal Description:

The following property may be referred to as the "Property":

That part of the NE 1/4 SE 1/4 and SE 1/4 SE 1/4 of Section 3, Township 83 North, Range 23 West, of the 5th P.M., Story County, Iowa, described as Parcel "D":

County Auditor's Parcel Letter "D" located in the West One-half of the Southeast Quarter (W 1/2 SE 1/4) of Section Three (3), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of said West One-half of said Southeast Quarter; thence North 00°18'37" East, 1805.41 feet, along the east line of said West One-half, to a point on the south railroad right of way line of the Chicago and Northwestern Railroad; thence North 85°14'40" West, 1336.82 feet, along said railroad right of way line, to a point on the west line of said West One-half; thence South 00°03'27" West, 40.14 feet, along said west line; thence South 85°14'40" East, 1010.77 feet, parallel with said railroad right of way line; thence South 00°18'37" West, 1787.53 feet, to a point on the south line of said West One-half; thence South 89°09'26" East, 324.90 feet, to the point of beginning, containing 14.48 acres total. Subject to easements.

NOTE: For the purposes of this survey, the south line of the Southwest Quarter of said Section 3 was assumed to bear South 89°19'46" East.

Pipeline Easement Description:

See description set forth on attached map, which area may be referred to as the "Pipeline Easement Area".

Temporary Construction Easement Description:

See description set forth on attached map, which area may be referred to as the "Temporary Construction Easement Area" and together with the Pipeline Easement Area, the "Easement Areas".

Easement Rights

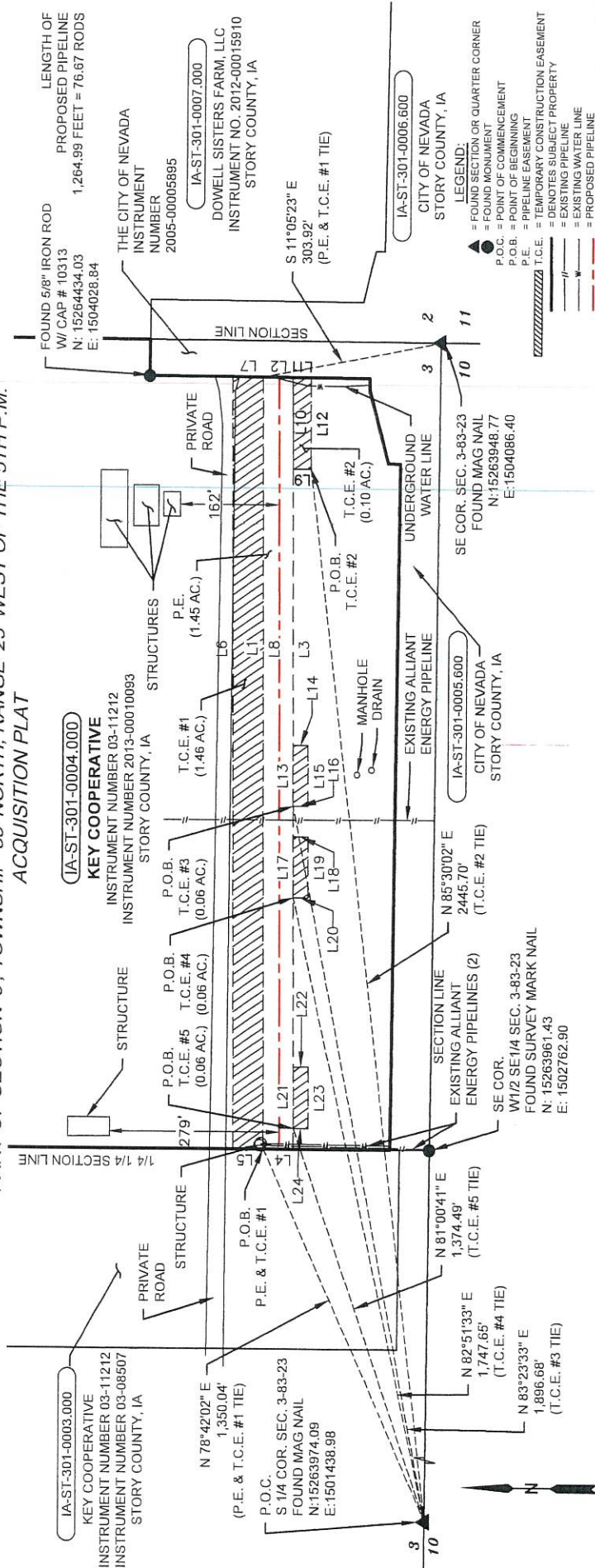
The easement rights being sought are:

- i. an unencumbered and unobstructed permanent, non-exclusive easement fifty feet (50') in width in over, through across, under and along the Pipeline Easement Area in favor of Summit Carbon Solutions, LLC, its successors and assigns, (collectively, "Summit") for the purposes of owning, accessing, surveying, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, substituting, operating, inspecting, maintaining, repairing, patrolling, protecting, changing slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, (all to the extent permitted by Iowa Code chapter 479B and Iowa Utilities Board rules thereunder) one pipeline not to exceed twenty-four inches (24") in nominal diameter for the transportation of carbon dioxide and its naturally occurring constituents and associated substances and any appurtenant facilities, which appurtenant facilities Summit is specifically permitted to install above or below the surface of the Pipeline Easement Area, including aerial markers, telecommunications, power lines, cathodic protection and such other equipment as is used or useful for the foregoing purposes, (the pipeline and such appurtenant facilities may be collectively referred to as the "Pipeline Facilities"), each of which Pipeline Facilities shall remain a trade fixture and the personal property of Summit;
- ii. a temporary easement in over, through across, under and along the Temporary Construction Easement Area for the purpose of constructing the Pipeline Facilities;
- iii. the term of the Temporary Construction Easement shall be for a period of twenty-four (24) months after the date of construction commencement on the Property;
- iv. the right of unimpeded ingress and egress in, to, through, on, over, under, and across the Easement Areas (and in the event of an emergency over such other portions of the Property as may be reasonably necessary), including the right to construct and maintain access ways within the defined Access Easement Area, if any, at all times convenient to exercise the rights granted to Summit, including the rights to survey, stage and facilitate initial construction, operation and maintenance of the Pipeline Facilities, any and all restoration and to remove structures and objects, whether man-made or natural, located within the Easement Areas;
- v. the right to install temporary or permanent gates at such locations as Summit deems necessary for the purpose of ingress and egress to facilitate the exercise of the rights granted to Summit, including the construction, maintenance, restoration and operation of the Pipeline Facilities;
- vi. the right to prohibit any of the following activities on the Easement Areas without the written permission of Summit, which permission shall not be unreasonably withheld: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements; (2) drill or operate any well or any equipment for the production or development of minerals; (3) remove soil or change the grade or slope; (4) impound surface water; (5) plant trees or landscaping; or (6) construct or permit the construction, placement, installation or existence of any above or below ground obstruction, whether temporary or permanent, man-made or natural, that, in the sole discretion of Company, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and other Pipeline Facilities or use of the Easements by Summit;

- vii. after the Pipeline Facilities are constructed, Landowner shall have the right to approve Summit's plans to make permanent surface changes to the Pipeline Easement Area, which approval shall not be unreasonably withheld.
- viii. the right, but not the obligation, to remove any obstruction constructed, placed or existing in the Easement Areas without Summit's prior written approval and in violation of Summit's rights at any time at Landowner's expense;
- ix. the right, but not the obligation, to trim or remove, and keep cleared, all trees, brush, undergrowth and other obstructions from the Easement Areas; Summit shall leave the surface of the Easements in satisfactory condition after such clearing; and
- x. the right to assign all or any portion of the easement rights and to have the easement rights benefit Summit's successors and assigns.

STORY COUNTY, IOWA

PART OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M.
ACQUISITION PLAT



PAGE: 1 OF 4

SUMMIT CARBON SOLUTIONS	
KEY COOPERATIVE	
DRAWN BY: DBS	DATE: 04/27/23
CHECKED BY: CEC	DATE: 06/26/23
REV.	DWG. NO.
	IA-ST-301-0004.000 4



I HEREBY CERTIFY THAT THIS LAND SURVEYING WORK WAS PERFORMED AND THE RELATED SURVEY WORK WAS PERFORMED IN ACCORDANCE WITH THE PROFESSIONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Chris Carlson 6/26/2023

CHRIS E. CARLSON, LICENSE NUMBER P26978
MY LICENSE RENEWAL DATE: DECEMBER 31, 2024
COPIES OF THIS SURVEY COVERED BY THIS SEAL: PAGES 1-4.
REQUESTED BY: SUMMIT CARBON SOLUTIONS.

NOTES:
1. THIS EXHIBIT IS NOT A BOUNDARY SURVEY.

REV.	DATE	BY	DESCRIPTION
PROJECT NO. 2021-325			
JN SERVICES, LTD 2852 GARDNER ROAD WEATHERFORD, TX 76087 817-501-3847		DOWNTOWN DESIGN SERVICES, INC. 16 E. 16TH ST. SUITE 400 TULSA, OK 74119 918-582-3374	

STORY COUNTY, IOWA

PART OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M.
ACQUISITION PLAT

P.E.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°37'09" E	1265.11'
L2	S 00°16'31" W	50.00'
L3	S 89°37'09" W	1264.87'
L4	N 00°00'28" W	50.00'

T.C.E. #3

LINE TABLE		
LINE	BEARING	DISTANCE
L13	N 89°37'09" E	100.00'
L14	S 00°22'50" E	25.00'
L15	S 89°37'09" W	100.00'
L16	N 00°22'50" W	25.00'

T.C.E. #1

LINE TABLE		
LINE	BEARING	DISTANCE
L5	N 00°00'28" W	50.03'
L6	N 89°36'36" E	1265.36'
L7	S 00°16'31" W	50.24'
L8	S 89°37'09" W	1265.11'

T.C.E. #4

LINE TABLE		
LINE	BEARING	DISTANCE
L17	N 89°37'10" E	100.00'
L18	S 00°22'52" E	25.00'
L19	S 89°37'09" W	100.00'
L20	N 00°22'52" W	25.00'



T.C.E. #2


LINE TABLE		
LINE	BEARING	DISTANCE
L9	N 00°22'51" W	30.07'
L10	N 89°37'09" E	150.62'
L11	S 00°11'56" W	30.05'
L12	S 89°36'40" W	150.00'

T.C.E. #5

LINE TABLE		
LINE	BEARING	DISTANCE
L21	N 89°37'09" E	100.00'
L22	S 00°22'52" E	25.00'
L23	S 89°37'10" W	100.00'
L24	N 00°22'52" W	25.00'

PAGE: 2 OF 4

REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. 2021-325				
 JN SERVICES, LTD 2852 GARDNER ROAD WEATHERFORD, TX 76087 817-501-3847		 DOWNTOWN DESIGN SERVICES, INC. 16 E 16TH ST. SUITE 400 TULSA, OK 74119 918-592-3374		

 SUMMIT CARBON SOLUTIONS			
KEY COOPERATIVE			
DRAWN BY: DBS	DATE: 04/27/23	DWG. NO.	REV.
CHECKED BY: CEC	DATE: 06/26/23	IA-ST-301-0004.000	4

STORY COUNTY, IOWA

PART OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M. ACQUISITION PLAT

PIPELINE EASEMENT (P.E.)

A 1.45 ACRE EASEMENT SITUATED IN THE SE 1/4 OF THE SE 1/4 SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, SAID CORNER BEING MARKED BY A FOUND MAG NAIL, THENCE NORTH 78°42'02" EAST, 1,350.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°37'09" EAST, 1,265.11 FEET FROM WHICH A FOUND MAG NAIL, MARKING THE SOUTHEAST CORNER OF SAID SECTION 3 BEARS SOUTH 11°05'23" EAST, 303.92 FEET; THENCE SOUTH 0°16'31" WEST, 50.00 FEET; THENCE SOUTH 89°37'09" WEST, 1,264.87 FEET; THENCE NORTH 0°00'28" WEST, 50.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.45 ACRES (63,250 SQUARE FEET) OF LAND, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENTS

TEMPORARY CONSTRUCTION EASEMENT #1: A 1.46 ACRE EASEMENT SITUATED IN THE SE 1/4 OF THE SE 1/4 SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, SAID CORNER BEING MARKED BY A FOUND MAG NAIL, THENCE NORTH 78°42'02" EAST, 1,350.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°00'28" WEST, 50.03 FEET; THENCE NORTH 89°36'36" EAST, 1,265.36 FEET; THENCE SOUTH 0°16'31" WEST, 50.24 FEET FROM WHICH A FOUND MAG NAIL, MARKING THE SOUTHEAST CORNER OF SAID SECTION 3 BEARS SOUTH 11°05'23" EAST, 303.92 FEET; THENCE SOUTH 89°37'09" WEST, 1,265.11 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.46 ACRES (63,429 SQUARE FEET) OF LAND, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #2: A 0.10 ACRE EASEMENT SITUATED IN SE 1/4 OF THE SE 1/4, SOUTH OF RAILROAD IN SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, SAID CORNER MARKED BY A FOUND MAG NAIL, THENCE NORTH 85°30'02" EAST, 2,445.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°22'51" WEST, 30.07 FEET; THENCE NORTH 89°37'09" EAST, 150.62 FEET; THENCE SOUTH 00°11'56" WEST, 30.05 FEET; THENCE SOUTH 89°36'40" WEST, 150.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.10 ACRE (4,513 SQUARE FEET) OF LAND, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #3: A 0.06 ACRE EASEMENT SITUATED IN SE 1/4 OF THE SE 1/4, SOUTH OF RAILROAD IN SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, SAID CORNER MARKED BY A FOUND MAG NAIL, THENCE NORTH 83°23'33" EAST, 1,896.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°37'09" EAST, 100.00 FEET; THENCE SOUTH 0°22'50" EAST, 25.00 FEET; THENCE SOUTH 89°37'09" WEST, 100.00 FEET; THENCE NORTH 0°22'50" WEST, 25.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.06 ACRE (2,500 SQUARE FEET) OF LAND, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #4: A 0.06 ACRE EASEMENT SITUATED IN SE 1/4 OF THE SE 1/4, SOUTH OF RAILROAD IN SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:




COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, SAID CORNER MARKED BY A FOUND MAG NAIL, THENCE NORTH 82°51'33" EAST, 1,747.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°37'10" EAST, 100.00 FEET; THENCE SOUTH 0°22'52" EAST, 25.00 FEET; THENCE SOUTH 89°37'09" WEST, 100.00 FEET; THENCE NORTH 0°22'52" WEST, 25.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.06 ACRE (2,500 SQUARE FEET) OF LAND, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #5: A 0.06 ACRE EASEMENT SITUATED IN SE 1/4 OF THE SE 1/4, SOUTH OF RAILROAD IN SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, SAID CORNER MARKED BY A FOUND MAG NAIL, THENCE NORTH 81°00'41" EAST, 1,374.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°37'09" EAST, 100.00 FEET; THENCE SOUTH 0°22'52" EAST, 25.00 FEET; THENCE SOUTH 89°37'10" WEST, 100.00 FEET; THENCE NORTH 0°22'52" WEST, 25.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.06 ACRE (2,500 SQUARE FEET) OF LAND, MORE OR LESS.

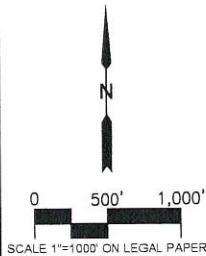
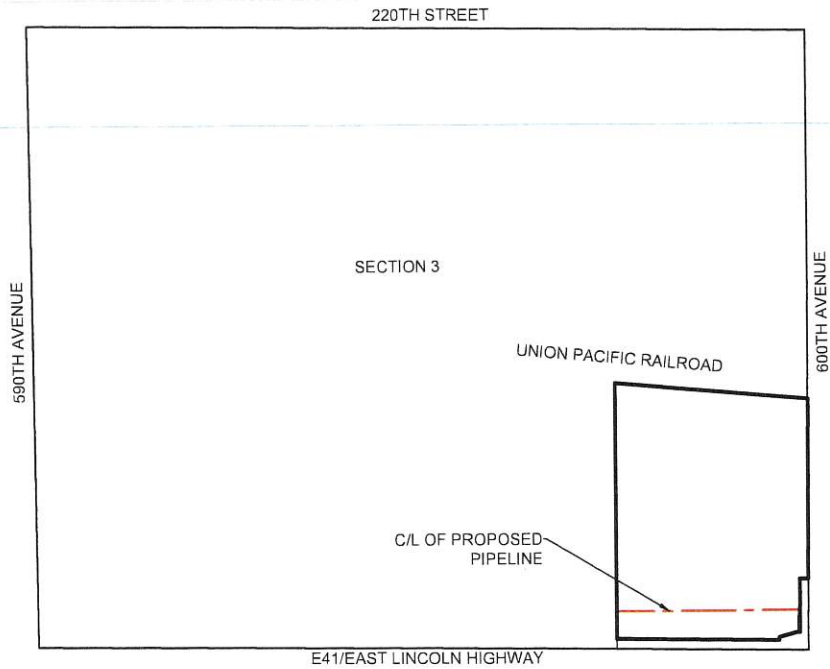
BASIS OF BEARING: BEARINGS SHOWN HEREON ARE BASED UPON UNIVERSAL TRANSVERSE MERCATOR ZONE 15 NORTH, US SURVEY FEET, NORTH AMERICAN DATUM OF 1983. ALL DISTANCES ARE GRID.

PAGE: 3 OF 4



 SUMMIT CARBON SOLUTIONS					
					KEY COÖPERATIVE
REV.	DATE	BY	DESCRIPTION	CHK.	DRAWN BY: DBS DATE: 04/27/23 DWG. NO. REV. CHECKED BY: CEC DATE: 06/26/23 IA-ST-301-0004.000 4
PROJECT NO. 2021-325					
 JN SERVICES, LTD 2852 GARDNER ROAD WEATHERFORD, TX 76087 817-501-3847			 DOWNTOWN DESIGN SERVICES, INC. 16 E 18TH ST, SUITE 400 TULSA, OK 74119 918-592-3374		


STORY COUNTY, IOWA

PART OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M.
ACQUISITION PLAT



PAGE: 4 OF 4

REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. 2021-325				
		JN SERVICES, LTD 2852 GARDNER ROAD WEATHERFORD, TX 76087 817-501-3847		
		DOWNTOWN DESIGN SERVICES, INC. 16 E 16TH ST, SUITE 400 TULSA, OK 74119 918-592-3374		

 SUMMIT CARBON SOLUTIONS			
KEY COOPERATIVE			
DRAWN BY: DBS	DATE: 04/27/23	DWG. NO.	REV.
CHECKED BY: CEC	DATE: 06/26/23	IA-ST-301-0004.000	4



LEGEND

- Proposed Summit Pipeline
- County Highway
- Other Roadway
- State or US Highway
- Railroads
- Waterway
- Public Land Survey System
- City Limits
- Lake/Pond
- Reservoir
- Swamp/Marsh
- County
- Adjacent Counties
- Current Exhibit H Tracts
- Newly Withdrawn Tracts
- Previously Withdrawn Tracts

REVISIONS

Version	Revised By	Checked By
2023-07-15	INTEGRITY	INTEGRITY

PREPARED BY

Summit Carbon Solutions
231 North Loop West, Suite 220
United States of America
www.summitcarbon.com



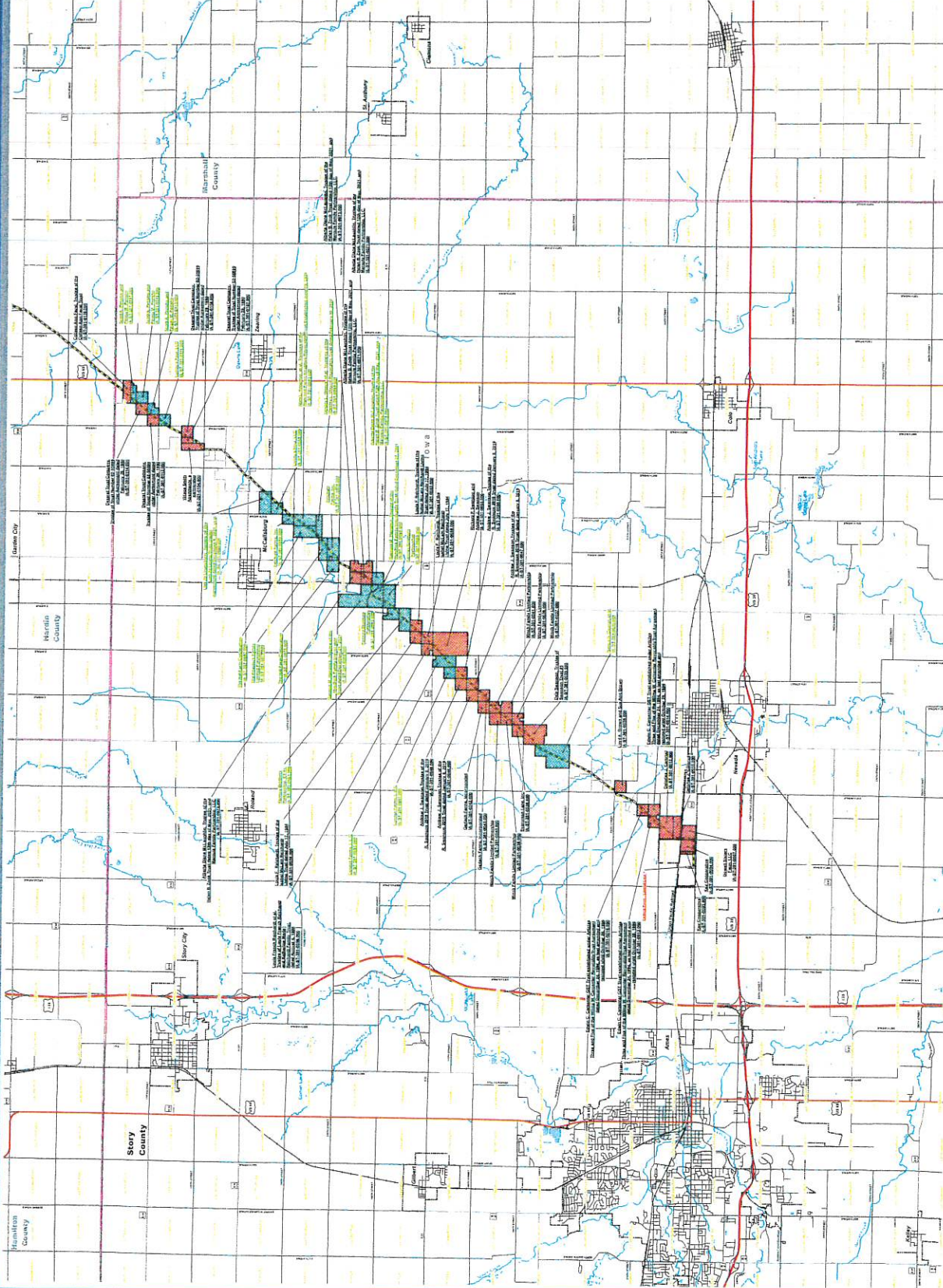
SUMMIT CARBON SOLUTIONS LLC PROJECT

Project Title

Summit - Overview Map - Story County

Exhibit H - Overview Map

Scale	1:60,000
Transverse Mercator	North American 1983
Units	Feet
Sheet Number	1
Current Revision	



ATTACHMENT B
(Statement of Rights)

CHAPTER 34
ACQUISITION NEGOTIATION STATEMENT OF RIGHTS

61—34.1(6B) Statement of property owner's rights. Iowa Code section 6B.2A(1) mandates that an acquiring agency provide a statement of rights to owners of record who may have all or a part of their property acquired by condemnation. It also directs the attorney general to adopt rules prescribing a statement of rights which an acquiring agency may use to meet its obligation. Pursuant to that directive, the following statement of property owner's rights is adopted:

STATEMENT OF PROPERTY OWNER'S RIGHTS

Just as the law grants certain entities the right to acquire private property, you as the owner of the property have certain rights. You have the right to:

1. Receive just compensation for the taking of property. (Iowa Constitution, Article I, section 18)
2. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code section 6B.54(3))
3. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based not less than ten days before being contacted by the acquiring agency's acquisition agent. (Iowa Code section 6B.45)
4. An opportunity to accompany at least one appraiser of the acquiring agency who appraises your property when an appraisal is required. (Iowa Code section 6B.54(2))
5. Participate in good-faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code section 6B.2B)
6. Retain legal counsel of your choosing at your expense for the purpose of bringing a court action to challenge the exercise of eminent domain authority or the condemnation proceedings in accordance with the provisions of law. (Iowa Code section 6B.3A; Iowa Code section 6A.24)
7. A determination of just compensation by an impartial compensation commission and the right to appeal its award to the district court if you cannot agree on a purchase price with the acquiring agency. (Iowa Code section 6B.4; Iowa Code section 6B.7; Iowa Code section 6B.18)
8. Payment of the agreed upon purchase price or, if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code section 6B.25; Iowa Code section 6B.26; Iowa Code section 6B.54(11))
9. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code section 6B.33; Iowa Code section 6B.54(10))
10. Reimbursement of certain litigation expenses: (a) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (b) if the award on appeal in court is more than the compensation commissioners' award. (Iowa Code section 6B.33)
11. To the greatest extent practicable, be provided at least 90 days' written notice to vacate occupied property prior to construction or development of a public improvement. (Iowa Code section 6B.54(4))
12. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility for and amount of the payments. (Iowa Code section 316.9; Iowa Code section 6B.42)

The rights set out in this statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

[ARC 2979C; IAB 3/15/17, effective 4/19/17; see Delay note at end of chapter]

61—34.2(6B) Alternate statement of rights. Rule 61—34.1(6B) is not intended to prohibit acquiring agencies from providing a statement of rights in a different form, a more detailed statement of rights, or supplementary material expanding upon an owner's rights

[ARC 2979C; IAB 3/15/17, effective 4/19/17]

These rules are intended to implement Iowa Code section 6B.2A(1).

[Filed 9/17/99, Notice 8/11/99—published 10/6/99, effective 11/10/99]

Ch 34, p.2

Attorney General[61]

IAC 4/26/17

[Filed ARC 2979C (Notice ARC 2877C, IAB 1/4/17), IAB 3/15/17, effective 4/19/17]¹

¹ April 19, 2017, effective date of 34.1 [ARC 2979C] delayed 70 days by the Administrative Rules Review Committee at its meeting held April 7, 2017. [Pursuant to §17A.4(7)]

OFFICIAL NOTICE

BEFORE THE UTILITIES BOARD OF THE STATE OF IOWA TO THE CITIZENS OF STORY COUNTY:

Notice is given that Summit Carbon Solutions, LLC, Ames, Iowa, pursuant to Iowa Code chapter 479B, has filed a petition with the Iowa Utilities Board (IUB) for a pipeline permit to construct, operate, and maintain a liquified carbon dioxide pipeline. The route of the pipeline is described as follows:

Exhibit A

Legal Description for Summit Carbon Solutions, LLC's Pipeline (Lateral Line 1) Story County, Iowa

Lateral Line 1 (an 8" pipeline):

BEGINNING at a point near the approximate centerline of public right-of-way ("ROW") 100th Street being on the approximate north line of Story County, Iowa, same being in the north line of Section 5, Township 85 North, Range 21 West of the Fifth Meridian.

THENCE over and across all privately owned ROW, except public ROW crossings, in Township 85 North, Range 21 West of the Fifth Meridian as follows:

THENCE in a southerly direction through the northeast 1/4 of Section 5; thence southwesterly through the northeast 1/4, southeast 1/4 and southwest 1/4 of Section 5; thence southerly through the southwest 1/4 of Section 5, crossing public ROW 110th Street; thence southerly through the northwest 1/4 of Section 8; thence southwesterly through the northwest 1/4 of Section 8; thence westerly through the northwest 1/4 of Section 8, crossing public ROW 690th Avenue; thence westerly through the northeast 1/4 of Section 7; thence southwesterly through the northeast 1/4 and southeast 1/4 and southwest 1/4 of Section 7; thence southerly through the southwest 1/4 of Section 7, crossing public ROW 120th Street; thence southerly through the northwest 1/4 of Section 18; thence southwesterly through the northwest 1/4 and the southwest 1/4 of Section 18; thence westerly through the southwest 1/4 of Section 18, crossing public ROW 680th Avenue;

THENCE over and across all privately owned ROW, except public ROW, railroad ROW and water crossings, in Township 85 North, Range 22 West of the Fifth Meridian as follows:

THENCE in a westerly direction through the southeast 1/4 of Section 13; thence southwesterly through the southeast 1/4 of Section 13, crossing Middle Minerva Creek; thence southerly through the southeast 1/4 of Section 13, crossing public ROW County Highway E 18 (130th Street); thence southerly through the northeast 1/4 of Section 24, crossing Praeri Rail Trail; thence southwesterly through the northeast 1/4, northwest 1/4, and southwest 1/4 of Section 24; thence westerly through the southwest 1/4 of Section 24, crossing public ROW 670th Avenue; thence westerly through the southeast 1/4 of Section 23;

thence southwesterly through the southeast 1/4 of Section 23; thence southerly through the southeast 1/4 of Section 23, crossing public ROW 140th Street; thence southerly through the northeast 1/4 of Section 26; thence southwesterly through the northeast 1/4, southeast 1/4 and southwest 1/4 of Section 26; thence westerly through the southwest 1/4 of Section 26, adjacent to the north side of public ROW 150th Street and crossing public ROW County Highway S 27 (660th Avenue); thence westerly through the southeast 1/4 of Section 27, adjacent to the north side of public ROW 150th Street; thence southerly through the southeast 1/4 of Section 27, crossing public ROW 150th Street; thence southerly through the northeast 1/4 of Section 34; thence southwesterly through the northeast 1/4 and southeast 1/4 of Section 34; thence westerly through the southeast 1/4 and southwest 1/4 of Section 34, crossing the railroad ROW of Union Pacific Railroad and East Indian Creek; thence southwesterly through the southwest 1/4 of Section 34; thence southerly through the southwest 1/4 of Section 34;

THENCE over and across all privately owned ROW, except public ROW crossings, in Township 84 North, Range 22 West of the Fifth Meridian as follows:

THENCE in a southwesterly direction through the northwest 1/4 of Section 3; thence westerly through the northwest 1/4 of Section 3, crossing public ROW 650th Avenue; thence westerly through the northeast 1/4 of Section 4; thence southwesterly through the northeast 1/4, southeast 1/4 and southwest 1/4 of Section 4; thence southerly through the southwest 1/4 of Section 4, crossing public ROW County Highway E 23 (170th Street); thence southerly through the northwest 1/4 of Section 9; thence southwesterly through the northwest 1/4 of Section 9; thence westerly through the northwest 1/4 of Section 9, crossing public ROW 640th Avenue; thence westerly through the northeast 1/4 of Section 8; thence southwesterly through the northeast 1/4, southeast 1/4 and southwest 1/4 of Section 8; thence southerly through the southwest 1/4 of Section 8, crossing public ROW 180th Street; thence southerly through the northwest 1/4 of Section 17; thence southwesterly through the northwest 1/4 of Section 17; thence westerly through the northwest 1/4 of Section 17, crossing public ROW 630th Avenue; thence westerly through the northeast 1/4 of Section 18; thence southwesterly through the northeast 1/4, southeast 1/4, and southwest 1/4 of Section 18; thence southerly through the southwest 1/4 of Section 18, crossing public ROW County Highway E 29 (190th Street); thence southerly through the northwest 1/4 of Section 19; thence southwesterly through the northwest 1/4 of Section 19; thence westerly through the northwest 1/4 of Section 19, crossing public ROW County Highway S 14 (620th Street);

THENCE over and across all privately owned ROW, except public ROW and water crossings, in Township 84 North, Range 23 West of the Fifth Meridian as follows:

THENCE in a westerly direction through the northeast 1/4 of Section 24; thence southwesterly through the northeast 1/4 and southeast 1/4 of Section 24; thence southerly through the southeast 1/4 of Section 24, crossing public ROW 200th Street; thence southerly through the northeast 1/4 of Section 25; thence southwesterly through the northeast 1/4,

northwest 1/4 and southwest 1/4 of Section 25, crossing West Indian Creek; thence southerly through the southwest 1/4 of Section 25, crossing public ROW 210th Street; thence southerly through the northwest 1/4 of Section 36; thence westerly through the northwest 1/4 of Section 36, adjacent to the south side of public ROW 210th Street and crossing public ROW 610th Avenue; thence westerly through the northeast 1/4 of Section 35, adjacent to the south side of public ROW 210th Street; thence southwesterly through the northeast 1/4, southeast 1/4 and southwest 1/4 of Section 35, crossing West Indian Creek; thence southerly through the southwest 1/4 of Section 35, crossing public ROW 220th Street

THENCE over and across all privately owned ROW, except public ROW and railroad ROW crossings, in Township 83 North, Range 23 West of the Fifth Meridian as follows:

THENCE in a southerly direction through the northwest 1/4 of Section 2; thence southwesterly through the northwest 1/4 of Section 2; thence southerly through the northwest 1/4 and southwest 1/4 of Section 2, adjacent to the east side of public ROW 600th Avenue and crossing railroad ROW of Union Pacific Railroad; thence westerly through the southwest 1/4 of Section 2, adjacent to the north side of public ROW County Highway E 41 (Lincoln Highway) and crossing public ROW 600th Avenue; thence westerly through the southeast 1/4 and southwest 1/4 of Section 3, adjacent to the north side of public ROW County Highway E 41 (Lincoln Highway); thence northerly through the southwest 1/4 of Section 3 to a point in the southwest 1/4 of Section 3, being the end point of the 8" pipeline with a total distance of 17.52 miles in Story County, Iowa.

A map showing the route of the liquified carbon dioxide pipeline may be obtained at no cost by writing to Summit Carbon Solutions, LLC, ATTN: Map Request, 2321 N. Loop Dr., Suite 221, Ames, IA 50010, or calling (515) 531-2635.

The IUB has established 10 a.m. August 22, 2023, at the Cardiff Event Center, 3232 First Avenue South, Fort Dodge, Iowa, as the time, date, and place for hearing on the petition.

All filings in this docket (Docket No. HLP-2021-0001) may be viewed by searching under the docket number in the IUB's electronic filing system (EFS) at <http://efs.iowa.gov>. Objections to the granting of the pipeline permit may be filed electronically using EFS or filed in writing with the IUB no later than five days before the date of the hearing. Instructions for submitting an electronic filing can be found in EFS; written objections must be mailed to the Iowa Utilities Board, 1375 E. Court Ave., Des Moines, IA 50319. Both electronic and written objections must clearly state the objector's name and address and list the docket number on the objection.

Persons with disabilities who will require assistive services or devices to observe this hearing or participate in it should contact the IUB at (515) 725-7300 no later than 10 days prior to the hearing to request that appropriate arrangements be made.

The date of the first publication is (*type in first date of publication*). The date of the second publication is (*type in second date of publication*). [Newspaper will add dates to published notice.]

IOWA UTILITIES BOARD

BY: Jon Tack, General Counsel
Dated this 26th day of June, 2023.

NOTICE OF EMINENT DOMAIN PROCEEDINGS

City of Nevada, Iowa
1209 6th Street, P.O. Box 530
Nevada, IA 50201-0530
H-ST-011 (IA-ST-301-0007.000)

JUL 25 2023

Date: July 19, 2023

Re: Iowa Utilities IUB Docket No. HLP-2021-0001

Notice is given that Summit Carbon Solutions, LLC ("Summit"), under the provisions of Iowa Code chapter 479B, has filed a petition with the Iowa Utilities Board ("IUB") for a hazardous liquid pipeline permit to construct, operate and maintain a pipeline for the transportation of liquefied carbon dioxide ("Pipeline") in the following Iowa counties: Boone, Cerro Gordo, Cherokee, Chickasaw, Clay, Crawford, Dickinson, Emmet, Floyd, Franklin, Fremont, Greene, Hancock, Hardin, Ida, Kossuth, Lyon, Montgomery, O'Brien, Page, Palo Alto, Plymouth, Pottawattamie, Shelby, Sioux, Story, Webster, Woodbury, and Wright (collectively, "Project").

The Project will capture carbon dioxide that otherwise would be emitted into the atmosphere, compress the captured emissions and transport them through a pipeline to North Dakota where the emissions will be stored underground in deep geologic storage locations.

Since Summit has not secured a voluntary easement from you, Summit is requesting that the IUB grant it the authority to acquire by eminent domain (condemnation) the interests in your property necessary for the Project. Landowners do not have to sign an easement or enter into negotiations with Summit. A copy of the relevant Exhibit H for your property, which was filed with the IUB as part of the above-referenced docket, is attached as Attachment A to this notice.

You have a right to file a written objection to the request for the right of eminent domain. Objections may be filed no later than five days before the scheduled hearing date.

Anyone seeking to file an objection in this docket may do so in writing to the IUB or by filing electronically using the IUB's electronic filing system ("EFS") at <http://efs.iowa.gov>. To file in EFS, click on the "Submit" tab and select the "Submit Comment" dropdown. Instructions to complete an objection are included on this page. After the filing has been processed, the filer will receive email notification that includes a link to the filing. For assistance, contact the EFS Help Desk Monday through Friday, except State holidays, 8:00 a.m. to 4:30 p.m. Phone: (515) 725-7300. Persons without access to a computer may have the objection added into the IUB's EFS by mailing them to the Iowa Utilities Board, Records Center, Docket No. HLP-2021-0001, 1375 E. Court Ave., Des Moines, Iowa 50319.

The IUB, in considering a petition requesting the right of eminent domain (condemnation), does so in an open and public process. The IUB has scheduled a public hearing to consider the petition, including the route, any filed objections, the request for eminent domain authority, and to hear testimony to aid it in determining whether to grant the permit and the right of eminent domain. The IUB will hold a public hearing beginning at 10:00 a.m. on August 22, 2023. The hearing shall

be held at the Cardiff Event Center, 3232 First Avenue South, Fort Dodge, Iowa. Persons with disabilities who will require assistive services or devices to observe this hearing or participate in it should contact the IUB at (515) 725-7300 no later than ten days prior to the hearing to request that appropriate arrangements be made.

At the hearing, parties will be given the opportunity to cross-examine each parties' witnesses and to present witnesses on their own behalf. The IUB established a procedural schedule by its order issued June 16, 2023, which established dates for parties to file prepared testimony prior to the hearing. Copies of the IUB's orders, and Summit's petition, prepared testimony and exhibits and other pertinent filings in this docket may be viewed under the docket number in the IUB's EFS at <http://efs.iowa.gov>. Questions about the procedural schedule or IUB rules should be directed to the Iowa Utilities Board, Records Center, 1375 E. Court Ave., Des Moines, IA 50319 or at (515) 725-7300.

The IUB may grant a permit, including the location of the route, in whole or in part, upon such terms, conditions and restrictions, and with such modifications as to location and route, as may seem to it just and proper. The IUB must determine that the proposed pipeline promotes the public convenience and necessity and meets other requirements of applicable Iowa law and IUB rules. If the right of eminent domain is granted by the IUB, it is granted for the life of the proposed pipeline. The permit granted by the IUB is for a 25-year period, which is subject to renewal for as long as the pipeline is in use. There is no requirement for the IUB to rule by a particular date. Once a final decision has been issued, any party may appeal to the Polk County District Court or to the district court for the county in which such party resides or has its principal place of business within 30 days of issuance of the final decision.

The matter of just compensation for property rights taken by eminent domain is not determined by the IUB. If the IUB grants Summit eminent domain authority for an interest in your property, just compensation will be determined by a compensation commission appointed from your county pursuant to Iowa Code chapter 6B. A copy of the Attorney General's Acquisition Negotiations Statement of Rights (Iowa Administrative Code 61-34.1), which is a statement of the rights of individual property owners with respect to the acquisition of interests in their property under chapter 6B, is attached as Attachment B.

To obtain additional information regarding the Project or to obtain a map showing the route of the Pipeline at no cost, which map has been filed in the IUB docket available online, contact the following:

Summit Carbon Solutions, LLC
ATTN: Map Request
2321 N. Loop Dr., Suite 221
Ames, IA 50010
(515) 531-2635

IA-ST-301-0007.000

Parcel ID:

1002300155

Ownership Information:

Dowell Sisters Farm, LLC
c/o Steven D. Jordening, Registered Agent
517 J Avenue
P.O. Box 66
Nevada, IA 50201

Such owners, whether one or more, may be collectively referred to as the "Landowner".

Easement Holders:

City of Nevada, Iowa
1209 6th Street
P.O. Box 530
Nevada, IA 50201-0530

Story County, Iowa (Unrecorded interest in public road right-of-way for 600th Avenue)
837 North Avenue
Nevada, IA 50201

State of Iowa (Easement for Public Highway for East Lincoln Highway / E41)
Right of Way Department
Iowa State Highway Commission
800 Lincoln Way
Ames, IA 50010

Verbio Nevada, LLC (Unrecorded interest in overhead powerline)
c/o Greg Faith, Registered Agent
59219 Lincoln Highway
Nevada, IA 50201

Mortgagees:

There are no mortgagees of the Property.

Tenants:

There are no known tenants of the Property.

Property Legal Description:

The following property may be referred to as the "Property":

That certain tract of land situated in the Northwest Quarter of the Southwest Quarter Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter, Section 2, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as the West 62.58 acres of the Southwest 1/4 of Section 2, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, lying South of the right of way of the Chicago and Northwestern Railway Company, EXCEPT that part of the SW1/4 of the SW1/4 conveyed to the City of Nevada, Iowa, by virtue of that certain Warranty Deed filed in the office of the Recorder of Story County, Iowa, on June 16, 2005 and recorded as Inst. No. 05-06901.

Pipeline Easement Description:

See description set forth on attached map, which area may be referred to as the "Pipeline Easement Area".

Temporary Construction Easement Description:

See description set forth on attached map, which area may be referred to as the "Temporary Construction Easement Area" and together with the Pipeline Easement Area, the "Easement Areas".

Easement Rights

The easement rights being sought are:

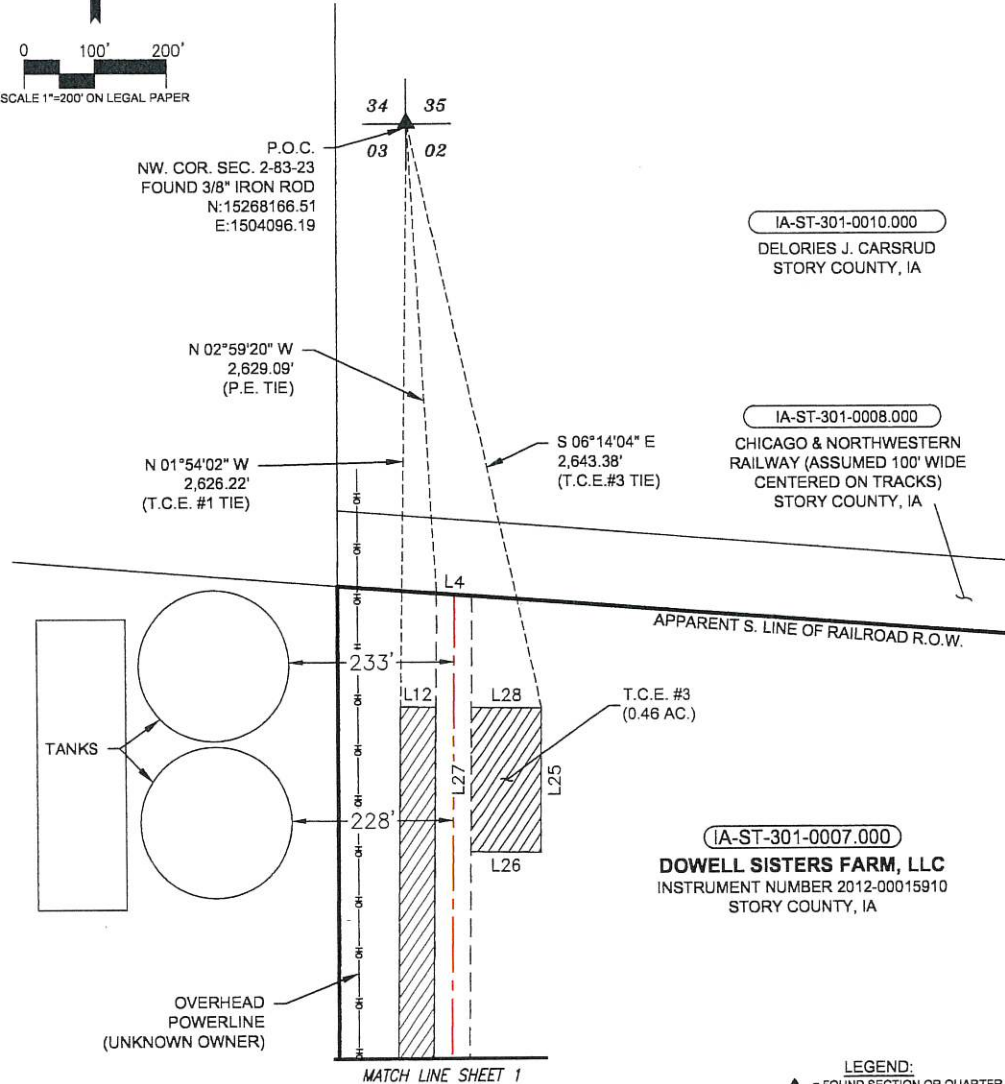
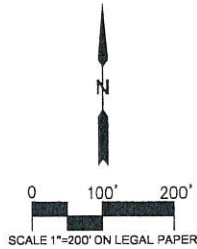
- i. an unencumbered and unobstructed permanent, non-exclusive easement fifty feet (50') in width in over, through across, under and along the Pipeline Easement Area in favor of Summit Carbon Solutions, LLC, its successors and assigns, (collectively, "Summit") for the purposes of owning, accessing, surveying, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, substituting, operating, inspecting, maintaining, repairing, patrolling, protecting, changing slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, (all to the extent permitted by Iowa Code chapter 479B and Iowa Utilities Board rules thereunder) one pipeline not to exceed twenty-four inches (24") in nominal diameter for the transportation of carbon dioxide and its naturally occurring constituents and associated substances and any appurtenant facilities, which appurtenant facilities Summit is specifically permitted to install above or below the surface of the Pipeline Easement Area, including aerial markers, telecommunications, power lines, cathodic protection and such other equipment as is used or useful for the foregoing purposes, (the pipeline and such appurtenant facilities may be collectively referred to as the "Pipeline Facilities"), each of which Pipeline Facilities shall remain a trade fixture and the personal property of Summit;
- ii. a temporary easement in over, through across, under and along the Temporary Construction Easement Area for the purpose of constructing the Pipeline Facilities;
- iii. the term of the Temporary Construction Easement shall be for a period of twenty-four (24) months after the date of construction commencement on the Property;
- iv. the right of unimpeded ingress and egress in, to, through, on, over, under, and across the Easement Areas (and in the event of an emergency over such other portions of the Property as may be reasonably necessary), including the right to construct and maintain access ways within the defined Access Easement Area, if any, at all times convenient to exercise the rights granted to Summit, including the rights to survey, stage and facilitate initial construction, operation and maintenance of the Pipeline Facilities, any and all restoration and to remove structures and objects, whether man-made or natural, located within the Easement Areas;
- v. the right to install temporary or permanent gates at such locations as Summit deems necessary for the purpose of ingress and egress to facilitate the exercise of the rights granted to Summit, including the construction, maintenance, restoration and operation of the Pipeline Facilities;
- vi. the right to prohibit any of the following activities on the Easement Areas without the written permission of Summit, which permission shall not be unreasonably withheld: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements; (2) drill or operate any well or any equipment for the production or development of minerals; (3) remove soil or change the grade or slope; (4) impound surface water; (5) plant trees or landscaping; or (6) construct or permit the construction, placement, installation or existence of any above or below ground obstruction, whether temporary or permanent, man-made or natural, that, in the sole discretion of Company, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and other Pipeline Facilities or use of the Easements by Summit;

- vii. after the Pipeline Facilities are constructed, Landowner shall have the right to approve Summit's plans to make permanent surface changes to the Pipeline Easement Area, which approval shall not be unreasonably withheld.
- viii. the right, but not the obligation, to remove any obstruction constructed, placed or existing in the Easement Areas without Summit's prior written approval and in violation of Summit's rights at any time at Landowner's expense;
- ix. the right, but not the obligation, to trim or remove, and keep cleared, all trees, brush, undergrowth and other obstructions from the Easement Areas; Summit shall leave the surface of the Easements in satisfactory condition after such clearing; and
- x. the right to assign all or any portion of the easement rights and to have the easement rights benefit Summit's successors and assigns.

STORY COUNTY, IOWA

PART OF SECTION 2, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M.
ACQUISITION PLAT

LENGTH OF
PROPOSED PIPELINE
1507.88 FEET = 91.39 RODS



IA-ST-301-0010.000
DELORES J. CARSRUD
STORY COUNTY, IA

IA-ST-301-0008.000
CHICAGO & NORTHWESTERN
RAILWAY (ASSUMED 100' WIDE
CENTERED ON TRACKS)
STORY COUNTY, IA

IA-ST-301-0007.000
DOWELL SISTERS FARM, LLC
INSTRUMENT NUMBER 2012-00015910
STORY COUNTY, IA

- LEGEND:**
- ▲ = FOUND SECTION OR QUARTER CORNER
 - = FOUND MONUMENT
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - P.E. = PIPELINE EASEMENT
 - R.O.W. = STATUTORY ROAD RIGHT OF WAY
 - T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
 - = DENOTES SUBJECT PROPERTY
 - = OVERHEAD ELECTRIC
 - - - = PROPOSED PIPELINE

PAGE: 2 OF 5

REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. 2021-325				
JN SERVICES		DDSI		
JN SERVICES, LTD 2852 GARDNER ROAD WEATHERFORD, TX 76087 817-501-3847		DOWNTOWN DESIGN SERVICES, INC. 16 E 16TH ST, SUITE 400 TULSA, OK 74119 918-592-3374		


 SUMMIT CARBON SOLUTIONS			
DOWELL SISTERS FARM, LLC			
DRAWN BY: DLM	DATE: 8/22/22	DWG. NO.	REV.
CHECKED BY: PW	DATE: 8/23/22	IA-ST-301-0007.000	2

Exhibit H-ST-011 (IA-ST-301-0007.000)

STORY COUNTY, IOWA

PART OF SECTION 2, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M.
ACQUISITION PLAT

P.E.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°37'09" E	33.30'
L2	S 89°41'41" E	27.95'
L3	N 00°51'13" E	1398.61'
L4	S 85°45'51" E	50.09'
L5	S 00°51'13" W	1445.18'
L6	N 89°41'42" W	77.17'
L7	S 89°37'09" W	33.56'
L8	N 00°15'49" E	50.00'

T.C.E. #2

LINE TABLE		
LINE	BEARING	DISTANCE
L16	N 00°23'48" W	30.00'
L17	N 89°37'09" E	33.40'
L18	S 89°41'42" E	77.17'
L19	N 00°51'13" E	39.84'
L20	N 89°54'42" E	30.44'
L21	S 00°05'18" E	39.84'
L22	S 00°05'19" E	29.69'
L23	N 89°41'42" W	66.51'
L24	S 89°36'11" W	75.00'

T.C.E. #1

LINE TABLE		
LINE	BEARING	DISTANCE
L9	N 00°15'49" E	50.26'
L10	N 89°36'36" E	11.76'
L11	N 00°51'13" E	1243.70'
L12	S 89°08'49" E	50.00'
L13	S 00°51'13" W	1293.22'
L14	N 89°41'41" W	27.95'
L15	S 89°37'09" W	33.30'

T.C.E. #3

LINE TABLE		
LINE	BEARING	DISTANCE
L25	S 00°51'06" W	200.00'
L26	N 89°08'54" W	100.00'
L27	N 00°51'13" E	200.00'
L28	S 89°08'53" E	99.99'

PAGE: 3 OF 5

REV.	DATE	BY	DESCRIPTION	CHK.
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PROJECT NO. 2021-325



JN SERVICES, LTD
2852 GARDNER ROAD
WEATHERFORD, TX 76087
817-501-3847



DOWNTOWN DESIGN SERVICES, INC.
16 E 16TH ST, SUITE 400
TULSA, OK 74119
918-592-3374



SUMMIT CARBON
SOLUTIONS

DOWELL SISTERS FARM, LLC

DRAWN BY: DLM	DATE: 8/22/22	DWG. NO.	REV.
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Exhibit H-ST-011 (IA-ST-301-0007.000)

Page 7 of 9

STORY COUNTY, IOWA

PART OF SECTION 2, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M. ACQUISITION PLAT

PIPELINE EASEMENT (P.E.)

A 1.73 ACRE EASEMENT SITUATED IN THE SW. 1/4 SW1/4 AND THE NW1/4 SW1/4 IN SECTION 2, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2 SAID CORNER MARKED BY A MAG NAIL, THENCE NORTH 12°30'47" EAST, 306.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°37'09" EAST, 33.30 FEET; THENCE SOUTH 89°41'41" EAST, 27.95 FEET; THENCE NORTH 00°51'13" EAST, 1398.61 FEET FROM WHICH A FOUND 3/8 INCH IRON ROD, MARKING THE NORTHWEST CORNER OF SAID SECTION 2 BEARS NORTH 02°59'20" WEST, 2,629.09 FEET; THENCE SOUTH 85°45'51" EAST, 50.09 FEET; THENCE SOUTH 00°51'13" WEST, 1445.18 FEET; THENCE NORTH 89°41'42" WEST, 77.17 FEET; THENCE SOUTH 89°37'09" WEST, 33.56 FEET; THENCE NORTH 00°15'49" EAST, 50.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.73 ACRES (75,359 SQUARE FEET) OF LAND, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)

TEMPORARY CONSTRUCTION EASEMENT #1: A 1.50 ACRE EASEMENT SITUATED IN THE SW. 1/4 SW1/4 AND THE NW1/4 SW1/4 IN SECTION 2, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, SAID CORNER MARKED BY A FOUND MAG NAIL, THENCE NORTH 12°30'47" EAST, 306.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°15'49" EAST, 50.26 FEET; THENCE NORTH 89°36'36" EAST, 11.76 FEET; THENCE NORTH 00°51'13" EAST, 1243.70 FEET FROM WHICH A FOUND 3/8 INCH IRON ROD, MARKING THE NORTHWEST CORNER OF SAID SECTION 2 BEARS NORTH 01°54'02" WEST, 2,626.22 FEET; THENCE SOUTH 89°08'49" EAST, 50.00 FEET; THENCE SOUTH 00°51'13" WEST, 1240.22 FEET; THENCE NORTH 89°41'41" WEST, 27.95 FEET; THENCE SOUTH 89°37'09" WEST, 33.30 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.50 ACRES (65,254 SQUARE FEET) OF LAND, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #2: A 0.12 ACRE EASEMENT SITUATED IN THE SW. 1/4 NW1/4 SW1/4 IN SECTION 2, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, SAID CORNER MARKED BY A FOUND MAG NAIL, THENCE NORTH 16°53'18" EAST, 228.95 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°23'48" WEST, 30.00 FEET; THENCE NORTH 89°37'09" EAST, 33.40 FEET; THENCE SOUTH 89°41'42" EAST, 77.17 FEET; THENCE NORTH 00°51'13" EAST, 39.84 FEET; THENCE NORTH 89°54'42" EAST, 30.44 FEET; THENCE SOUTH 00°05'18" EAST, 39.84 FEET; THENCE SOUTH 00°05'19" EAST, 29.69 FEET; THENCE NORTH 89°41'42" WEST, 66.51 FEET; THENCE SOUTH 89°36'11" WEST, 75.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.12 ACRES (5,227 SQUARE FEET) OF LAND, MORE OR LESS.


TEMPORARY CONSTRUCTION EASEMENT #3: A 0.46 ACRE EASEMENT SITUATED IN THE SW. 1/4 SW1/4 IN SECTION 2, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2, SAID CORNER MARKED BY A FOUND MAG NAIL, THENCE SOUTH 06°14'04" EAST, 2643.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°51'06" WEST, 200.00 FEET; THENCE NORTH 89°08'54" WEST, 100.00 FEET; THENCE NORTH 00°51'13" EAST, 200.00 FEET; THENCE SOUTH 89°08'53" EAST, 99.99 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.46 ACRES (20,038 SQUARE FEET) OF LAND, MORE OR LESS.

BASIS OF BEARING: BEARINGS SHOWN HEREON ARE BASED UPON UNIVERSAL TRANSVERSE MERCATOR ZONE 15 NORTH, US SURVEY FEET, NORTH AMERICAN DATUM OF 1983. ALL DISTANCES ARE GRID.

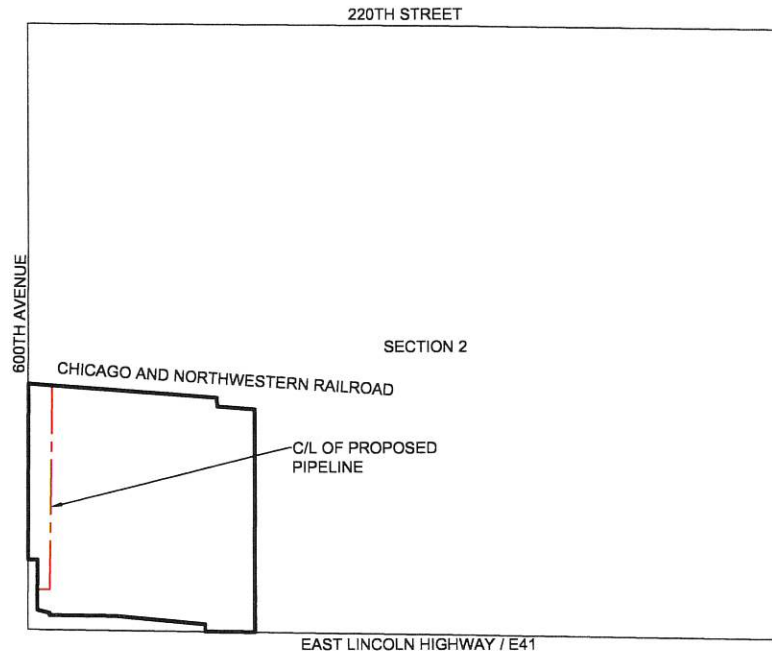
PAGE: 4 OF 5

REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. 2021-325				
 JN SERVICES, LTD 2852 GARDNER ROAD WEATHERFORD, TX 76087 817-501-3847		 DOWNTOWN DESIGN SERVICES, INC. 16 E 16TH ST, SUITE 400 TULSA, OK 74119 918-592-3374		

 SUMMIT CARBON SOLUTIONS			
DOWELL SISTERS FARM, LLC			
DRAWN BY: DLM	DATE: 8/22/22	DWG. NO.	REV.
CHECKED BY: PW	DATE: 8/23/22	IA-ST-301-0007.000	2

STORY COUNTY, IOWA

PART OF SECTION 2, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M.
ACQUISITION PLAT



PAGE: 5 OF 5



SUMMIT CARBON
SOLUTIONS

DOWELL SISTERS FARM, LLC

REV.	DATE	BY	DESCRIPTION	CHK.
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PROJECT NO. 2021-325



JN SERVICES, LTD
2852 GARDNER ROAD
WEATHERFORD, TX 76087
817-501-3847



DOWNTOWN DESIGN SERVICES, INC.
16 E 16TH ST, SUITE 400
TULSA, OK 74119
918-592-3374

DRAWN BY: DLM	DATE: 8/22/22	DWG. NO.	REV.
CHECKED BY: PW	DATE: 8/23/22	IA-ST-301-0007.000	2

Exhibit H-ST-011 (IA-ST-301-0007.000)

NOTICE OF EMINENT DOMAIN PROCEEDINGS

City of Nevada, Iowa
1209 6th Street, PO Box 530
Nevada, IA 50201
H-ST-036 (IA-ST-301-0003.000)

JUL 24 2023

Date: July 19, 2023

Re: Iowa Utilities IUB Docket No. HLP-2021-0001

Notice is given that Summit Carbon Solutions, LLC ("Summit"), under the provisions of Iowa Code chapter 479B, has filed a petition with the Iowa Utilities Board ("IUB") for a hazardous liquid pipeline permit to construct, operate and maintain a pipeline for the transportation of liquefied carbon dioxide ("Pipeline") in the following Iowa counties: Boone, Cerro Gordo, Cherokee, Chickasaw, Clay, Crawford, Dickinson, Emmet, Floyd, Franklin, Fremont, Greene, Hancock, Hardin, Ida, Kossuth, Lyon, Montgomery, O'Brien, Page, Palo Alto, Plymouth, Pottawattamie, Shelby, Sioux, Story, Webster, Woodbury, and Wright (collectively, "Project").

The Project will capture carbon dioxide that otherwise would be emitted into the atmosphere, compress the captured emissions and transport them through a pipeline to North Dakota where the emissions will be stored underground in deep geologic storage locations.

Since Summit has not secured a voluntary easement from you, Summit is requesting that the IUB grant it the authority to acquire by eminent domain (condemnation) the interests in your property necessary for the Project. Landowners do not have to sign an easement or enter into negotiations with Summit. A copy of the relevant Exhibit H for your property, which was filed with the IUB as part of the above-referenced docket, is attached as Attachment A to this notice.

You have a right to file a written objection to the request for the right of eminent domain. Objections may be filed no later than five days before the scheduled hearing date.

Anyone seeking to file an objection in this docket may do so in writing to the IUB or by filing electronically using the IUB's electronic filing system ("EFS") at <http://efs.iowa.gov>. To file in EFS, click on the "Submit" tab and select the "Submit Comment" dropdown. Instructions to complete an objection are included on this page. After the filing has been processed, the filer will receive email notification that includes a link to the filing. For assistance, contact the EFS Help Desk Monday through Friday, except State holidays, 8:00 a.m. to 4:30 p.m. Phone: (515) 725-7300. Persons without access to a computer may have the objection added into the IUB's EFS by mailing them to the Iowa Utilities Board, Records Center, Docket No. HLP-2021-0001, 1375 E. Court Ave., Des Moines, Iowa 50319.

The IUB, in considering a petition requesting the right of eminent domain (condemnation), does so in an open and public process. The IUB has scheduled a public hearing to consider the petition, including the route, any filed objections, the request for eminent domain authority, and to hear testimony to aid it in determining whether to grant the permit and the right of eminent domain. The IUB will hold a public hearing beginning at 10:00 a.m. on August 22, 2023. The hearing shall

be held at the Cardiff Event Center, 3232 First Avenue South, Fort Dodge, Iowa. Persons with disabilities who will require assistive services or devices to observe this hearing or participate in it should contact the IUB at (515) 725-7300 no later than ten days prior to the hearing to request that appropriate arrangements be made.

At the hearing, parties will be given the opportunity to cross-examine each parties' witnesses and to present witnesses on their own behalf. The IUB established a procedural schedule by its order issued June 16, 2023, which established dates for parties to file prepared testimony prior to the hearing. Copies of the IUB's orders, and Summit's petition, prepared testimony and exhibits and other pertinent filings in this docket may be viewed under the docket number in the IUB's EFS at <http://efs.iowa.gov>. Questions about the procedural schedule or IUB rules should be directed to the Iowa Utilities Board, Records Center, 1375 E. Court Ave., Des Moines, IA 50319 or at (515) 725-7300.

The IUB may grant a permit, including the location of the route, in whole or in part, upon such terms, conditions and restrictions, and with such modifications as to location and route, as may seem to it just and proper. The IUB must determine that the proposed pipeline promotes the public convenience and necessity and meets other requirements of applicable Iowa law and IUB rules. If the right of eminent domain is granted by the IUB, it is granted for the life of the proposed pipeline. The permit granted by the IUB is for a 25-year period, which is subject to renewal for as long as the pipeline is in use. There is no requirement for the IUB to rule by a particular date. Once a final decision has been issued, any party may appeal to the Polk County District Court or to the district court for the county in which such party resides or has its principal place of business within 30 days of issuance of the final decision.

The matter of just compensation for property rights taken by eminent domain is not determined by the IUB. If the IUB grants Summit eminent domain authority for an interest in your property, just compensation will be determined by a compensation commission appointed from your county pursuant to Iowa Code chapter 6B. A copy of the Attorney General's Acquisition Negotiations Statement of Rights (Iowa Administrative Code 61-34.1), which is a statement of the rights of individual property owners with respect to the acquisition of interests in their property under chapter 6B, is attached as Attachment B.

To obtain additional information regarding the Project or to obtain a map showing the route of the Pipeline at no cost, which map has been filed in the IUB docket available online, contact the following:

Summit Carbon Solutions, LLC
ATTN: Map Request
2321 N. Loop Dr., Suite 221
Ames, IA 50010
(515) 531-2635

IA-ST-301-0003.000

Parcel ID:

1003400335

Ownership Information:

Key Cooperative
c/o Michael J. Thomas, Registered Agent
13585 620th Avenue
Roland, Iowa 50236-8061

Such owners, whether one or more, may be collectively referred to as the "Landowner".

Easement Holders:

State of Iowa (Easement for Public Highway for East Lincoln Highway / E41)
Right of Way Department; Iowa State Highway Commission
800 Lincoln Way
Ames, IA 50010

Iowa Regional Utilities Association d/b/a Central Iowa Water Association
1351 Iowa Speedway Drive
Newton, IA 50208

Lincolnway Energy, LLC
59511 Lincoln Highway
Nevada, Iowa 50201-7992

City of Nevada, Iowa
1209 6th Street, P.O. Box 530
Nevada, IA 50201-0530

Interstate Power and Light Company, an Iowa Corporation
ATTN: Real Estate and Right of Way Department
200 1st Street SE, PO Box 351
Cedar Rapids, IA 52401

Mortgagees:

There are no mortgagees of the Property.

Tenants:

There are no tenants of the Property.

Property Legal Description:

The following property may be referred to as the "Property":

That part of the NW 1/4 SE 1/4 and SW 1/4 SE 1/4 of Section 3, Township 83 North, Range 23 West, of the 5th P.M., Story County, Iowa, described as Parcel "D":

County Auditor's Parcel Letter "D" located in the West One-half of the Southeast Quarter (W 1/2 SE 1/4) of Section Three (3), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of said West One-half of said Southeast Quarter; thence North 00°18'37" East, 1805.41 feet, along the east line of said West One-half, to a point on the south railroad right of way line of the Chicago and Northwestern Railroad; thence North 85°14'40" West, 1336.82 feet, along said railroad right of way line, to a point on the west line of said West One-half; thence South 00°03'27" West, 40.14 feet, along said west line; thence South 85°14'40" East, 1010.77 feet, parallel with said railroad right of way line; thence South 00°18'37" West, 1787.53 feet, to a point on the south line of said West One-half; thence South 89°09'26" East, 324.90 feet, to the point of beginning, containing 14.48 acres total. Subject to easements.

NOTE: For the purposes of this survey, the south line of the Southwest Quarter of said Section 3 was assumed to bear South 89°19'46" East.

Pipeline Easement Description:

See description set forth on attached map, which area may be referred to as the "Pipeline Easement Area".

Temporary Construction Easement Description:

See description set forth on attached map, which area may be referred to as the "Temporary Construction Easement Area" and together with the Pipeline Easement Area, the "Easement Areas".

Easement Rights

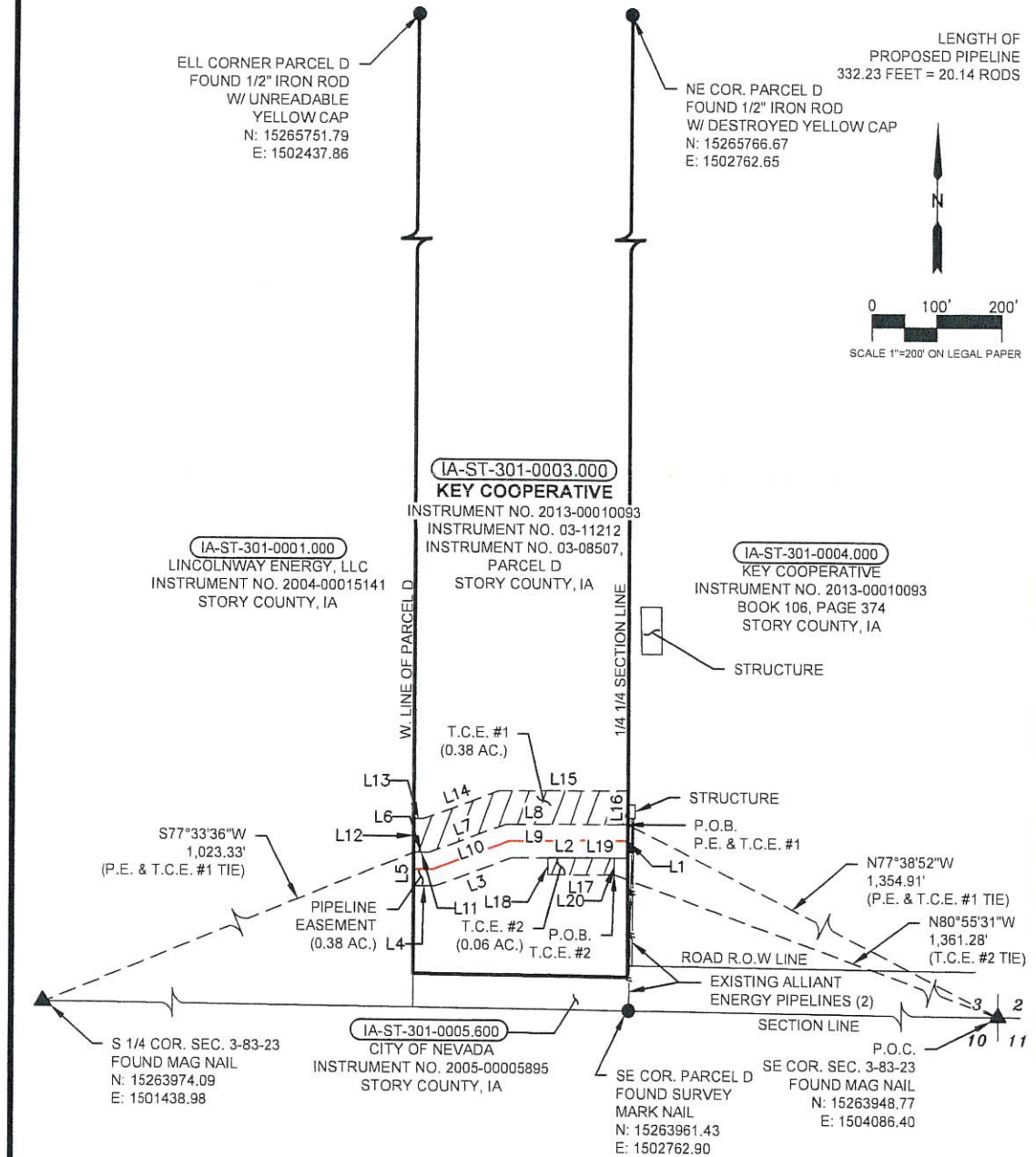
The easement rights being sought are:

- i. an unencumbered and unobstructed permanent, non-exclusive easement fifty feet (50') in width in over, through across, under and along the Pipeline Easement Area in favor of Summit Carbon Solutions, LLC, its successors and assigns, (collectively, "Summit") for the purposes of owning, accessing, surveying, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, substituting, operating, inspecting, maintaining, repairing, patrolling, protecting, changing slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, (all to the extent permitted by Iowa Code chapter 479B and Iowa Utilities Board rules thereunder) one pipeline not to exceed twenty-four inches (24") in nominal diameter for the transportation of carbon dioxide and its naturally occurring constituents and associated substances and any appurtenant facilities, which appurtenant facilities Summit is specifically permitted to install above or below the surface of the Pipeline Easement Area, including aerial markers, telecommunications, power lines, cathodic protection and such other equipment as is used or useful for the foregoing purposes, (the pipeline and such appurtenant facilities may be collectively referred to as the "Pipeline Facilities"), each of which Pipeline Facilities shall remain a trade fixture and the personal property of Summit;
- ii. a temporary easement in over, through across, under and along the Temporary Construction Easement Area for the purpose of constructing the Pipeline Facilities;
- iii. the term of the Temporary Construction Easement shall be for a period of twenty-four (24) months after the date of construction commencement on the Property;
- iv. the right of unimpeded ingress and egress in, to, through, on, over, under, and across the Easement Areas (and in the event of an emergency over such other portions of the Property as may be reasonably necessary), including the right to construct and maintain access ways within the defined Access Easement Area, if any, at all times convenient to exercise the rights granted to Summit, including the rights to survey, stage and facilitate initial construction, operation and maintenance of the Pipeline Facilities, any and all restoration and to remove structures and objects, whether man-made or natural, located within the Easement Areas;
- v. the right to install temporary or permanent gates at such locations as Summit deems necessary for the purpose of ingress and egress to facilitate the exercise of the rights granted to Summit, including the construction, maintenance, restoration and operation of the Pipeline Facilities;
- vi. the right to prohibit any of the following activities on the Easement Areas without the written permission of Summit, which permission shall not be unreasonably withheld: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements; (2) drill or operate any well or any equipment for the production or development of minerals; (3) remove soil or change the grade or slope; (4) impound surface water; (5) plant trees or landscaping; or (6) construct or permit the construction, placement, installation or existence of any above or below ground obstruction, whether temporary or permanent, man-made or natural, that, in the sole discretion of Company, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and other Pipeline Facilities or use of the Easements by Summit;

- vii. after the Pipeline Facilities are constructed, Landowner shall have the right to approve Summit's plans to make permanent surface changes to the Pipeline Easement Area, which approval shall not be unreasonably withheld.
- viii. the right, but not the obligation, to remove any obstruction constructed, placed or existing in the Easement Areas without Summit's prior written approval and in violation of Summit's rights at any time at Landowner's expense;
- ix. the right, but not the obligation, to trim or remove, and keep cleared, all trees, brush, undergrowth and other obstructions from the Easement Areas; Summit shall leave the surface of the Easements in satisfactory condition after such clearing; and
- x. the right to assign all or any portion of the easement rights and to have the easement rights benefit Summit's successors and assigns.

STORY COUNTY, IOWA

PART OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M.
ACQUISITION PLAT



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT
WAS PREPARED AND THE RELATED SURVEY WORK WAS
PERFORMED BY ME OR UNDER MY DIRECT PERSONAL
SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF
THE STATE OF IOWA.

Chris E. Carlson 6/26/2023
CHRIS E. CARLSON, LICENSE NUMBER P26978
SIGNATURE DATE:
MY LICENSE RENEWAL DATE: DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL: PAGES 1-4.
COMPANY: DOWNTOWN DESIGN SERVICES, INC.
REQUESTED BY: SUMMIT CARBON SOLUTIONS.



LEGEND:
▲ = SECTION OR QUARTER CORNER
● = FOUND MONUMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.E. = PIPELINE EASEMENT
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
--- = DENOTES SUBJECT PROPERTY
--- = PROPOSED PIPELINE
--- = EXISTING PIPELINE

PAGE: 1 OF 4

NOTES:
1. THIS EXHIBIT IS NOT A BOUNDARY SURVEY.

REV.	DATE	BY	DESCRIPTION	CHK.
------	------	----	-------------	------

PROJECT NO. 2021-325



JN SERVICES, LTD
2852 GARDNER ROAD
WEATHERFORD, TX 78087
817-501-3847



DOWNTOWN DESIGN SERVICES, INC.
16 E 16TH ST, SUITE 400
TULSA, OK 74119
918-592-3374



KEY COOPERATIVE

DRAWN BY: LDT	06/24/2023	DWG. NO.	IA-ST-301-0003.000	REV.
CHECKED BY: CEC	06/24/2023			7

STORY COUNTY, IOWA

PART OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M.
ACQUISITION PLAT

P.E.

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S00°00'28"E	50.00'
L2	S89°37'09"W	177.27'
L3	S69°34'38"W	122.96'
L4	N89°59'11"W	32.07'
L5	N00°00'57"W	50.00'
L6	S89°59'11"E	23.08'
L7	N69°34'37"E	122.78'
L8	N89°37'09"E	186.43'



T.C.E. #1


LINE TABLE		
LINE#	BEARING	DISTANCE
L9	S89°37'09"W	186.43'
L10	S69°34'37"W	122.78'
L11	N89°59'11"W	23.08'
L12	N00°00'57"W	50.00'
L13	S89°59'11"E	14.09'
L14	N69°34'38"E	122.61'
L15	N89°36'36"E	195.59'
L16	S00°00'28"E	50.03'

T.C.E. #2

LINE TABLE		
LINE#	BEARING	DISTANCE
L17	S89°37'10"W	100.00'
L18	N00°22'50"W	25.00'
L19	N89°37'09"E	100.00'
L20	S00°22'50"E	25.00'

PAGE: 2 OF 4

REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. 2021-325				
 JN SERVICES, LTD 2852 GARDNER ROAD WEATHERFORD, TX 76087 817-501-3847		 DOWNTOWN DESIGN SERVICES, INC. 16 E 16TH ST, SUITE 400 TULSA, OK 74119 918-592-3374		

 SUMMIT CARBON SOLUTIONS			
KEY COOPERATIVE			
DRAWN BY: LDT	06/24/2023	DWG. NO.	REV.
CHECKED BY: CEC	06/24/2023	IA-ST-301-0003.000	7

STORY COUNTY, IOWA

PART OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M.
ACQUISITION PLAT

PIPELINE EASEMENT (P.E.)

A 0.38 ACRE EASEMENT SITUATED IN THE SW1/4 OF THE SE1/4 OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., AND BEING OVER AND ACROSS THAT CERTAIN PARCEL CALLED PARCEL LETTER "D", RECORDED IN INSTRUMENT NUMBER 03-08507, SLIDE 164, PAGE 4 IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3 BEING A FOUND MAG NAIL, THENCE NORTH 77°38'52" WEST, 1,354.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°00'28" EAST, 50.00 FEET; THENCE SOUTH 89°37'09" WEST, 177.27 FEET; THENCE SOUTH 69°34'38" WEST, 122.96 FEET; THENCE NORTH 89°59'11" WEST, 32.07 FEET; THENCE NORTH 0°00'57" WEST, 50.00 FEET TO A POINT FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 3 BEING A FOUND MAG NAIL BEARS SOUTH 77°33'36" WEST, 1,023.33 FEET; THENCE SOUTH 89°59'11" EAST, 23.08 FEET; THENCE NORTH 69°34'37" EAST, 122.78 FEET; THENCE NORTH 89°37'09" EAST, 186.43 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.38 ACRE (16,615 SQUARE FEET) OF LAND, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)

TEMPORARY CONSTRUCTION EASEMENT #1: A 0.38 ACRE EASEMENT SITUATED IN THE SW1/4 OF THE SE1/4 OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., AND BEING OVER AND ACROSS THAT CERTAIN PARCEL CALLED PARCEL LETTER "D", RECORDED IN INSTRUMENT NUMBER 03-08507, SLIDE 164, PAGE 4 IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:




COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3 BEING A FOUND MAG NAIL, THENCE NORTH 77°38'52" WEST, 1,354.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°37'09" WEST, 186.43 FEET; THENCE SOUTH 69°34'37" WEST, 122.78 FEET; THENCE NORTH 89°59'11" WEST, 23.08 FEET TO A POINT FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 3 BEING A FOUND MAG NAIL BEARS SOUTH 77°33'36" WEST, 1,023.33 FEET; THENCE NORTH 0°00'57" WEST, 50.00 FEET; THENCE SOUTH 89°59'11" EAST, 14.09 FEET; THENCE NORTH 69°34'38" EAST, 122.61 FEET; THENCE NORTH 89°36'36" EAST, 195.59 FEET; THENCE SOUTH 0°00'28" EAST, 50.03 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.38 ACRE (16,618 SQUARE FEET) OF LAND, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #2: A 0.06 ACRE EASEMENT SITUATED IN THE SW1/4 OF THE SE1/4 OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST, 5TH P.M., AND BEING OVER AND ACROSS THAT CERTAIN PARCEL CALLED PARCEL LETTER "D", RECORDED IN INSTRUMENT NUMBER 03-08507, SLIDE 164, PAGE 4 IN STORY COUNTY, IOWA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3 BEING A FOUND MAG NAIL, THENCE NORTH 80°55'31" WEST, 1,361.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°37'10" WEST, 100.00 FEET; THENCE NORTH 0°22'50" WEST, 25.00 FEET; THENCE NORTH 89°37'09" EAST, 100.00 FEET; THENCE SOUTH 0°22'50" EAST, 25.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.06 ACRE (2,500 SQUARE FEET) OF LAND, MORE OR LESS.

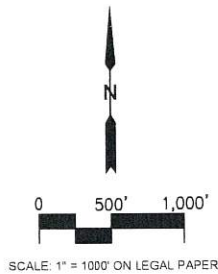
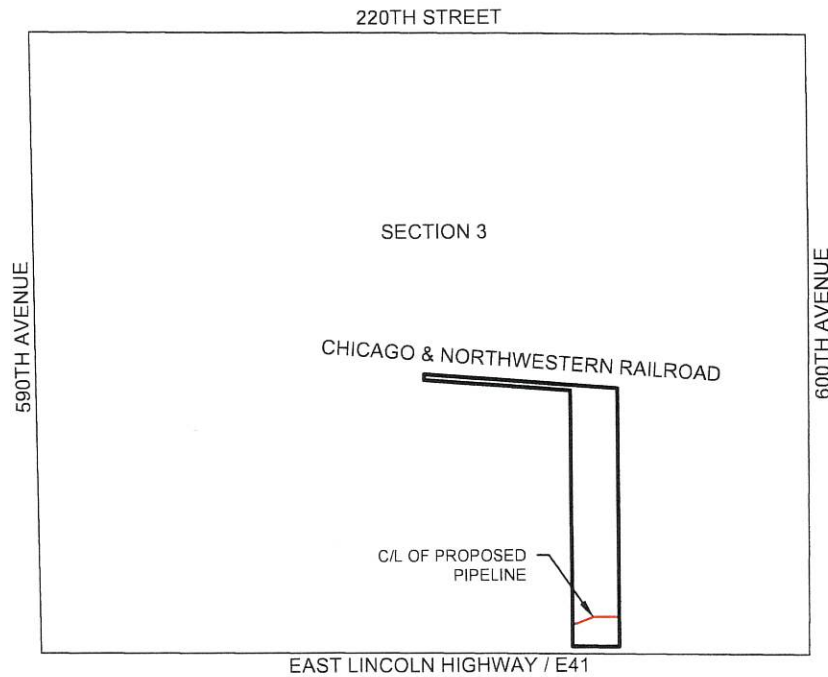
BASIS OF BEARING: BEARINGS SHOWN HEREON ARE BASED UPON UNIVERSAL TRANSVERSE MERCATOR ZONE 15 NORTH, US SURVEY FEET, NORTH AMERICAN DATUM OF 1983. ALL DISTANCES ARE GRID.

PAGE: 3 OF 4

					 SUMMIT CARBON SOLUTIONS				
REV.	DATE	BY	DESCRIPTION	CHK.	KEY COOPERATIVE				
PROJECT NO. 2021-325									
 JN SERVICES, LTD 2852 GARDNER ROAD WEATHERFORD, TX 76087 817-501-3847					 DOWNTOWN DESIGN SERVICES, INC. 16 E 16TH ST, SUITE 400 TULSA, OK 74119 918-592-3374				
					DRAWN BY: LDT	06/24/2023	DWG. NO.	IA-ST-301-0003.000	7
					CHECKED BY: CEC	06/24/2023			

STORY COUNTY, IOWA

PART OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M.
ACQUISITION PLAT



PAGE: 4 OF 4

 SUMMIT CARBON SOLUTIONS				
KEY COOPERATIVE				
REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. 2021-325				
 JN SERVICES, LTD 2852 GARDNER ROAD WEATHERFORD, TX 76087 817-501-3847		 DOWNTOWN DESIGN SERVICES, INC. 16 E 16TH ST, SUITE 400 TULSA, OK 74119 918-592-3374		DRAWN BY: LDT 06/24/2023 CHECKED BY: CEC 06/24/2023
		DWG. NO. IA-ST-301-0003.000		REV. 7

Boards & Commissions Volunteer

Item # 5A-D
Date: 8/14/23

Today's Date

06/30/2023

Name

Carla Schimelfenig

Address

Home Phone

Work Phone

Cell Phone

Email

Board - Current Meeting Time

- Parks/Recreation/Cemetery - 3rd Wednesday @ 5:15pm
- Planning and Zoning Commission - 1st Monday @ 6:15pm
- Board of Adjustment (as called) - 2nd Tuesday @ 10:00am
- Library Board - 3rd Monday @ 5:00pm
- Historic Preservation Commission - As needed
- Nevada Senior Community Center Board - Ad Needed @ 8:30 am
- Nevada Public Arts Advisory Commission - meeting times TBD
- City Council member (when vacancy) - 2nd and 4th Mondays @ 6:00pm
- Any Various Committee - As needed

Please indicate your area of interest by prioritizing them below. 1 is the highest interest, etc.

1st Choice

Planning and Zoning Commission

2nd Choice

Planning and Zoning Commission

3rd Choice

Planning and Zoning Commission

4th Choice

Planning and Zoning Commission

5th Choice

Planning and Zoning Commission

6th Choice

Planning and Zoning Commission

7th Choice

Planning and Zoning Commission

8th Choice

Planning and Zoning Commission

Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you?

The meeting schedule would not cause a problem.

Please explain why you feel qualified to serve the City of Nevada as a member of this board.

I am a resident of the community and have a master's degree in educational measurement. While employed at the Iowa Department of Education, one of my responsibilities included researching Iowa Code and Iowa Administrative Code, submitting revisions to administrative rules based on annual legislative changes, and developing procedures to follow Iowa Code and administrative rules. As a retired individual, I am outside walking, running, and biking throughout the community nearly every day of each year.

If appointed to this board, what would be some of your goals and objectives in helping this board move forward?

- 1) To make informed decisions regarding matters of importance to the citizens of the City of Nevada.
- 2) To examine issues before the board as they impact current and future residents of the community.
- 3) To fulfill the duties of an appointed board member by attending meetings and remain focused on the responsibilities of the board (city maps, surveys, plans and charts, changes in zoning, and offer advice concerning the location of city facilities and streets).

If you have any other comments you would like to share regarding your application or about yourself, please add more below

If there is no opening for a position on your board of choice, would you be interested in being considered in the future?

Yes

Untitled

First Choice

Untitled

First Choice

Untitled

First Choice

Untitled

First Choice

Untitled

First Choice

Boards & Commissions Volunteer

Name

Ryan Condon

Address

Home Phone

Work Phone

Cell Phone

Email

Board - Current Meeting Time

- Parks/Recreation/Cemetery - 3rd Wednesday @ 5:15pm
- Planning and Zoning Commission - 1st Monday @ 6:15pm
- Board of Adjustment (as called) - 2nd Tuesday @ 10:00am
- Library Board - 3rd Monday @ 5:00pm
- Historic Preservation Commission - As needed
- Nevada Senior Community Center Board - Ad Needed @ 8:30 am
- City Council member (when vacancy) - 2nd and 4th Mondays @ 6:00pm
- Any Various Committee - As needed

Please indicate your area of interest by prioritizing them below. 1 is the highest interest, etc.

1st Choice

City Council Member (when vacancy)

2nd Choice

Planning and Zoning Commission

3rd Choice

Parks/Recreation/Cemetery Board

4th Choice

Library Board

5th Choice

Nevada Community Senior Center Board

6th Choice

Any Various Committee (as needed)

7th Choice

Any Various Committee (as needed)

8th Choice

Any Various Committee (as needed)

Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you?

Open scheduled except m-f 8-4:30p

Please explain why you feel qualified to serve the City of Nevada as a member of this board.

I have lived here 13 years and have been active with the cub scouts in nevads

If appointed to this board, what would be some of your goals and objectives in helping this board move forward?

Taking part in the betterment of nevada

If you have any other comments you would like to share regarding your application or about yourself, please add more below

If there is no opening for a position on your board of choice, would you be interested in being considered in the future?

Yes

Boards & Commissions Volunteer

Name

EMILY FULTON

Address

Home Phone

Work Phone

Cell Phone

Email

Board - Current Meeting Time

- Parks/Recreation/Cemetery - 3rd Wednesday @ 5:15pm
- Planning and Zoning Commission - 1st Monday @ 6:15pm
- Board of Adjustment (as called) - 2nd Tuesday @ 10:00am
- Library Board - 3rd Monday @ 5:00pm
- Historic Preservation Commission - As needed
- Nevada Senior Community Center Board - Ad Needed @ 8:30 am
- City Council member (when vacancy) - 2nd and 4th Mondays @ 6:00pm
- Any Various Committee - As needed

Please indicate your area of interest by prioritizing them below. 1 is the highest interest, etc.

1st Choice

Library Board

2nd Choice

Library Board

3rd Choice

Library Board

4th Choice

Library Board

5th Choice

Library Board

6th Choice

Library Board

7th Choice

Library Board

8th Choice

Parks/Recreation/Cemetery Board

Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you?

As I am retired, attending meetings will be convenient for me.

Please explain why you feel qualified to serve the City of Nevada as a member of this board.

As a fairly new resident to Nevada, I will bring an outsiders' view to the library. My husband and I are big book readers, in fact we saved the second most money last year by reading library books rather than purchasing them. I have attended a number of library special events and speakers.

If appointed to this board, what would be some of your goals and objectives in helping this board move forward?

1. Making sure this library continues to present a wide variety of programming to the whole community.
2. Making sure they continue a diverse book collection.
3. Work to bring in programs that appeal to the community.
4. Work help this library become better in the future.

If you have any other comments you would like to share regarding your application or about yourself, please add more below

If there is no opening for a position on your board of choice, would you be interested in being considered in the future?

Yes

CITY OF NEVADA, IOWA

1209 SIXTH STREET

PHONE: 382-5466 FAX: 382-4502

BOARD/COMMISSION MEMBER APPLICATION

NAME: Cary P Martin OTHER NAMES USED: _____
First, Middle, Last

ADDRESS: _____ EMAIL: _____

PHONE # HOME: _____ WORK: _____ CELL: _____

PLACE OF BIRTH: _____ DATE OF BIRTH: _____

Please indicate your areas of interest by prioritizing them, with 1 being the highest interest, etc.

CHOICE	NAME OF BOARD	CURRENT MEETING TIMES
_____	Board of Appeals	As needed
_____	Parks and Recreation Board	3 rd Wednesday 5:15 p.m.
_____	Planning and Zoning Commission	1 st Monday 6:15 p.m.
_____	Gates Hall Board	As needed
<u>X</u>	Board of Adjustment (as called)	2 nd Tuesday 10:00 a.m.
_____	Library Board	3 rd Monday 5:00 p.m.
_____	Historic Preservation Commission	As needed
_____	Nevada Senior Community Center Commission	As needed 8:30 a.m.
_____	Re-Development Incentive Fund Committee	As needed
_____	City Council Member	2 nd and 4 th Mondays 6:00 p.m.
_____	Community Betterment Committee	As needed

Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you?

Please explain why you feel qualified to serve the City of Nevada as a member of this board.

Construction 40 yrs

If appointed to this board, what would be some of your goals and objectives in helping this board move forward?

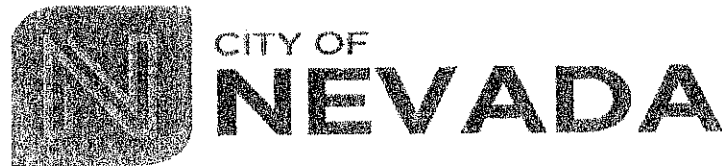
provide reasonable standards

If you have any other comments you would like to share regarding your application or about yourself, please use the back of this page.

If there is no opening for a position on your board of choice, would you be interested in being considered in the future. (Circle One) Yes No

*A Background check will be required before an appointment is made. Any results from such background check may be subject to open records law.

PA\Office\Forms\Board Application.doc



PROCLAMATION

NATIONAL FENTANYL PREVENTION AND AWARENESS DAY

WHEREAS, the City of Nevada, Iowa, does affirm and acknowledge the impact, harm and hardship caused by dangerous drugs and the devastation of Fentanyl poisoning; and

WHEREAS, we recognize the purpose of National Fentanyl Prevention and Awareness Day as remembering families impacted by Fentanyl death and the grassroots organizations bringing awareness to the dangers of illicit Fentanyl; and

WHEREAS, we resolve to play our part in reducing the toll of Fentanyl poisoning, which claimed the lives of over 200,000 people in the past three years, and that number is expected to continue to grow in the future; and

WHEREAS, we want to emphasize that each life lost to a drug death is equally important regardless of the drug or day memorialized; therefore, August is a month to bring awareness to all drug-related deaths and the fact that they are more dangerous and deadly than ever; and

WHEREAS, we affirm that the people affected by Fentanyl and overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, our friends; and deserving of our love, compassion and support;

THEREFORE, I, Brett Barker, Mayor, do hereby proclaim **August 21, 2023**, as

NATIONAL FENTANYL PREVENTION AND AWARENESS DAY

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Nevada, Iowa to be affixed this 14th day of August, 2023.

Brett Barker, Mayor



PROCLAMATION

WATER AND WASTEWATER WORKERS OF IOWA

WHEREAS, the State of Iowa and the City of Nevada's surface and ground waters are a treasured and limited natural resource; and

WHEREAS, the water and wastewater workforce of the City of Nevada and Iowa have dedicated themselves to applying environmental science to enhance the drinking and recreational waters of Iowa; and

WHEREAS, their applied environmental science-based practices continue to be a vital element in improving the quality of life and preserving and protecting public health in our state and promoting sustainability in our way of living;

THEREFORE, I, Brett Barker, Mayor, of the City of Nevada, Iowa, do hereby proclaim August 20-26, 2023 to be:

WATER AND WASTEWATER WORKERS WEEK

in the City of Nevada, Iowa, and urge all residents to join in recognizing our workers for their service and the valuable role clean water plays in our community.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused to be affixed the official seal of Nevada, Iowa, this 14th day of August, 2023.

Brett Barker, Mayor



Item # 7A
Date: 8/14/23

5525 Merle Hay Road | Suite 200
Johnston, IA 50131
Main 515.278.2913 + Fax 713.965.0044

August 8, 2023

Mr. Jordan Cook
City Administrator
City of Nevada
1209 6th Street
Nevada, IA 50201

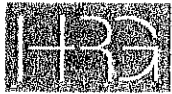
Re: Nevada WWTF Improvements – Phase 2: Recommendation on Contractor's Application for Payment No. 26

Dear Jordan:

Attached is an electronic copy of Payment Application No. 26 from Williams Brothers Construction Inc. (WBCI) for the Nevada WWTF Improvements – Phase 2 project. Items included in this application are summarized as follows:

- **General Requirements:** Equipment, Vehicle/General Expense
- **Site Work:** Structural Precast Concrete, Fire Hydrant, Gate Valve, FM, DRN, DSL, Secondary Clar, SCE, Manhole, Site Underground, Stored Materials
- **120-Administration Maintenance Building:** Aluminum Doors/Frames, SOO for HVAC, Ducts/Casings, Air Outlets/Inlets, Fuel Fired Heaters, Terminal HTU, Split Systems AC Units, Gear, Admin Area, Stored Materials
- **210-Headworks:** SOO for HVAC, Headworks Area, Lighting, Stored Materials
- **320-Oxidation Ditches:** Rebar, Suspended Slab, Stored Materials
- **320-Oxidation Ditches Flow Splitter:** Rebar, Concrete Beams/Slab, Structural Precast Concrete, Metal Fabrications, Oxidation Ditches Area, Oxidation Ditch System Equipment, Stored Materials
- **350-Secondary Treatment Building:** Basic Mechanical Requirements, Plumbing Equipment, SOO for HVAC, Facility Natural Gas Piping, Stored Materials
- **360-Secondary Treatment Chemical Storage Building:** Rebar, Concrete Walls/ SOG, Housekeeping Pads, SOO for HVAC, Chemical Storage, Stored Materials
- **380-Secondary Clarifiers:** Rebar, Concrete Suspended Slab, Paints and Coatings, Secondary Clarifier Area, Secondary Clarifier Mechanism, Stored Materials
- **390-Return Pump Station:** SOO for HVAC, Stored Materials
- **420-UV Disinfection Building:** SOO for HVAC, Lighting, Stored Materials
- **520-Aerobic Digesters:** Aerobic Digesters Area, Stored Materials
- **550-Solids Processing Building:** Basic Mechanical Requirements, Plumbing Piping/Specialties, Plumbing Equipment, SOO for HVAC, Solids Processing, Lighting, Stored Materials
- **570-Biosolids Pumping Building:** Stored Materials
- **580-Biosolids Storage Tanks:** Concrete Round Piers, Bolted Steel Wastewater Storage Tank, Stored Materials
- **Change Orders – COR-03, Stored Materials; COR-04R5**

The total for Pay Application No. 26 is \$1,031,065.03.



HRGreen

Mr. Jordan Cook

Page 2 of 2

As of this Pay Application, WBCI has been paid approximately 79% of the current contract price (not including retainage withheld). As of this Pay Application, approximately 85% of the time has been used. WBCI appear to be on schedule based on work completed and time remaining.

We have reviewed Payment Application No. 26. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming. There have been no issues with certified payroll compliance to date.

Therefore, we recommend full payment of Payment Application No. 26 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.

If you have any questions regarding this payment application, please feel free to contact me at (515) 657-5304.

Sincerely,

HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'Michael Roth'.

Michael Roth, P.E.
Senior Project Manager

Enclosure

Cc : Kerin Wright, City (via email)
Harold See, City (via email)
Kurtis Knapp, WBCI (via email)
Jacob Lee, WBCI (via email)

J:\2016\160473.02\Construction\Payment\Pay_Estimates\26\tr-080823-WWTF_Impr_Phase_2-Pay_Request_26_recommendation.docx

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF PAGES

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

Telephone:
 Fax:

PROJECT

Nevada WWTF Improvements Phase 2
 62512 270th Street
 Nevada, IA 50201

Application No. 26
 Period To: July 31, 2023
 PROJECT NOS:

Distribution to:
 OWNER
 ENGINEER

FROM CONTRACTOR:

Williams Brothers Construction Inc.
 P.O. Box 1366
 Peoria, Illinois 61654
 Ph 309/688-0416; Fax 309/688-0891

VIA ENGINEER HR Green Inc.

Phone: 515-278-2913
 Fax:

5525 Merle Hay Road, Suite 200

Johnston, IA 50131

Attn:

App'l date

CONTRACTOR

Contract date:

Substantial completion date:

Invoice 7 23 542 26

CONTRACT FOR: General email -- (Jacob Lee) (Kurtis) @wbci.us

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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 herein is now due.

1. ORIGINAL CONTRACT SUM 35,850,000.00

2. Net Change by Change Orders 98,887.27

3. CONTRACT SUM TO DATE (LINE 1 + 2) 35,948,887.27

4. TOTAL COMPLETED AND STORED TO DATE 29,828,831.56

(Column G on G702)

5. RETAINAGE:

a. 5 % of 100% of Contract (1,192,735.39)

(Columns D + E on G703)

b. 5 % of Stored Material (398,705.69)

(Columns F on G703)

Total Retainage (Line 5a + 5b or

Total in Column I of G703) (1,491,441.08)

6. TOTAL EARNED LESS RETAINAGE 28,337,380.48

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (27,306,315.45)

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE 1,031,065.03

9. BALANCE TO FINISH, INCLUDING RETAINAGE 7,611,506.79

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	98,887.27	
Total approved this Month		
TOTAL	98,887.27	0.00
NET CHANGES by Change Order		98,887.27

July 31, 2023

Subscribed and sworn to before me this day of

County of Peoria

State of Illinois

Notary Public:

My Commission expires 12-22-2023

JACQUELINE M. SMITH

Notary Public, State of Illinois

My Commission expires 12-22-2023

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the Engineer'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

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

Engineer: HR Green

Date: 8/8/23

By:

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 or Contractor under this contract.

[illegible]

CONTRACTOR NAME		Application No.	DATE	PER TC#	July 21, 2023	REVENUE PRODUCE NO.	0.00
LINE	ITEM	QUANTITY	UNIT	PRICE	TOTAL	REVENUE	PRODUCE
59	1" DRN	1.00	LF	12,000.00	12,000.00	12,000.00	12,000.00
60	4" DRN	1.00	LF	4,000.00	4,000.00	4,000.00	4,000.00
61	6" DRN	1.00	LF	10,000.00	10,000.00	10,000.00	10,000.00
62	8" DRN	1.00	LF	15,000.00	15,000.00	15,000.00	15,000.00
63	10" DRN	1.00	LF	20,000.00	20,000.00	20,000.00	20,000.00
64	12" DRN	1.00	LF	25,000.00	25,000.00	25,000.00	25,000.00
65	14" DRN	1.00	LF	30,000.00	30,000.00	30,000.00	30,000.00
66	16" DRN	1.00	LF	35,000.00	35,000.00	35,000.00	35,000.00
67	18" DRN	1.00	LF	40,000.00	40,000.00	40,000.00	40,000.00
68	20" DRN	1.00	LF	45,000.00	45,000.00	45,000.00	45,000.00
69	22" DRN	1.00	LF	50,000.00	50,000.00	50,000.00	50,000.00
70	24" DRN	1.00	LF	55,000.00	55,000.00	55,000.00	55,000.00
71	26" DRN	1.00	LF	60,000.00	60,000.00	60,000.00	60,000.00
72	28" DRN	1.00	LF	65,000.00	65,000.00	65,000.00	65,000.00
73	30" DRN	1.00	LF	70,000.00	70,000.00	70,000.00	70,000.00
74	32" DRN	1.00	LF	75,000.00	75,000.00	75,000.00	75,000.00
75	34" DRN	1.00	LF	80,000.00	80,000.00	80,000.00	80,000.00
76	36" DRN	1.00	LF	85,000.00	85,000.00	85,000.00	85,000.00
77	38" DRN	1.00	LF	90,000.00	90,000.00	90,000.00	90,000.00
78	40" DRN	1.00	LF	95,000.00	95,000.00	95,000.00	95,000.00
79	42" DRN	1.00	LF	100,000.00	100,000.00	100,000.00	100,000.00
80	44" DRN	1.00	LF	105,000.00	105,000.00	105,000.00	105,000.00
81	46" DRN	1.00	LF	110,000.00	110,000.00	110,000.00	110,000.00
82	48" DRN	1.00	LF	115,000.00	115,000.00	115,000.00	115,000.00
83	50" DRN	1.00	LF	120,000.00	120,000.00	120,000.00	120,000.00
84	52" DRN	1.00	LF	125,000.00	125,000.00	125,000.00	125,000.00
85	54" DRN	1.00	LF	130,000.00	130,000.00	130,000.00	130,000.00
86	56" DRN	1.00	LF	135,000.00	135,000.00	135,000.00	135,000.00
87	58" DRN	1.00	LF	140,000.00	140,000.00	140,000.00	140,000.00
88	60" DRN	1.00	LF	145,000.00	145,000.00	145,000.00	145,000.00
89	62" DRN	1.00	LF	150,000.00	150,000.00	150,000.00	150,000.00
90	64" DRN	1.00	LF	155,000.00	155,000.00	155,000.00	155,000.00
91	66" DRN	1.00	LF	160,000.00	160,000.00	160,000.00	160,000.00
92	68" DRN	1.00	LF	165,000.00	165,000.00	165,000.00	165,000.00
93	70" DRN	1.00	LF	170,000.00	170,000.00	170,000.00	170,000.00
94	72" DRN	1.00	LF	175,000.00	175,000.00	175,000.00	175,000.00
95	74" DRN	1.00	LF	180,000.00	180,000.00	180,000.00	180,000.00
96	76" DRN	1.00	LF	185,000.00	185,000.00	185,000.00	185,000.00
97	78" DRN	1.00	LF	190,000.00	190,000.00	190,000.00	190,000.00
98	80" DRN	1.00	LF	195,000.00	195,000.00	195,000.00	195,000.00
99	82" DRN	1.00	LF	200,000.00	200,000.00	200,000.00	200,000.00
100	84" DRN	1.00	LF	205,000.00	205,000.00	205,000.00	205,000.00
101	86" DRN	1.00	LF	210,000.00	210,000.00	210,000.00	210,000.00
102	88" DRN	1.00	LF	215,000.00	215,000.00	215,000.00	215,000.00
103	90" DRN	1.00	LF	220,000.00	220,000.00	220,000.00	220,000.00
104	92" DRN	1.00	LF	225,000.00	225,000.00	225,000.00	225,000.00
105	94" DRN	1.00	LF	230,000.00	230,000.00	230,000.00	230,000.00
106	96" DRN	1.00	LF	235,000.00	235,000.00	235,000.00	235,000.00
107	98" DRN	1.00	LF	240,000.00	240,000.00	240,000.00	240,000.00
108	100" DRN	1.00	LF	245,000.00	245,000.00	245,000.00	245,000.00
109	102" DRN	1.00	LF	250,000.00	250,000.00	250,000.00	250,000.00
110	104" DRN	1.00	LF	255,000.00	255,000.00	255,000.00	255,000.00
111	106" DRN	1.00	LF	260,000.00	260,000.00	260,000.00	260,000.00
112	108" DRN	1.00	LF	265,000.00	265,000.00	265,000.00	265,000.00
113	110" DRN	1.00	LF	270,000.00	270,000.00	270,000.00	270,000.00
114	112" DRN	1.00	LF	275,000.00	275,000.00	275,000.00	275,000.00
115	114" DRN	1.00	LF	280,000.00	280,000.00	280,000.00	280,000.00
116	116" DRN	1.00	LF	285,000.00	285,000.00	285,000.00	285,000.00
117	118" DRN	1.00	LF	290,000.00	290,000.00	290,000.00	290,000.00
118	120" DRN	1.00	LF	295,000.00	295,000.00	295,000.00	295,000.00
119	122" DRN	1.00	LF	300,000.00	300,000.00	300,000.00	300,000.00
120	124" DRN	1.00	LF	305,000.00	305,000.00	305,000.00	305,000.00
121	126" DRN	1.00	LF	310,000.00	310,000.00	310,000.00	310,000.00
122	128" DRN	1.00	LF	315,000.00	315,000.00	315,000.00	315,000.00
123	130" DRN	1.00	LF	320,000.00	320,000.00	320,000.00	320,000.00
124	132" DRN	1.00	LF	325,000.00	325,000.00	325,000.00	325,000.00
125	134" DRN	1.00	LF	330,000.00	330,000.00	330,000.00	330,000.00
126	136" DRN	1.00	LF	335,000.00	335,000.00	335,000.00	335,000.00
127	138" DRN	1.00	LF	340,000.00	340,000.00	340,000.00	340,000.00
128	140" DRN	1.00	LF	345,000.00	345,000.00	345,000.00	345,000.00
129	142" DRN	1.00	LF	350,000.00	350,000.00	350,000.00	350,000.00
130	144" DRN	1.00	LF	355,000.00	355,000.00	355,000.00	355,000.00
131	146" DRN	1.00	LF	360,000.00	360,000.00	360,000.00	360,000.00
132	148" DRN	1.00	LF	365,000.00	365,000.00	365,000.00	365,000.00
133	150" DRN	1.00	LF	370,000.00	370,000.00	370,000.00	370,000.00
134	152" DRN	1.00	LF	375,000.00	375,000.00	375,000.00	375,000.00
135	154" DRN	1.00	LF	380,000.00	380,000.00	380,000.00	380,000.00
136	156" DRN	1.00	LF	385,000.00	385,000.00	385,000.00	385,000.00
137	158" DRN	1.00	LF	390,000.00	390,000.00	390,000.00	390,000.00
138	160" DRN	1.00	LF	395,000.00	395,000.00	395,000.00	395,000.00
139	162" DRN	1.00	LF	400,000.00	400,000.00	400,000.00	400,000.00
140	164" DRN	1.00	LF	405,000.00	405,000.00	405,000.00	405,000.00
141	166" DRN	1.00	LF	410,000.00	410,000.00	410,000.00	410,000.00
142	168" DRN	1.00	LF	415,000.00	415,000.00	415,000.00	415,000.00
143	170" DRN	1.00	LF	420,000.00	420,000.00	420,000.00	420,000.00
144	172" DRN	1.00	LF	425,000.00	425,000.00	425,000.00	425,000.00
145	174" DRN	1.00	LF	430,000.00	430,000.00	430,000.00	430,000.00
146	176" DRN	1.00	LF	435,000.00	435,000.00	435,000.00	435,000.00
147	178" DRN	1.00	LF	440,000.00	440,000.00	440,000.00	440,000.00
148	180" DRN	1.00	LF	445,000.00	445,000.00	445,000.00	445,000.00
149	182" DRN	1.00	LF	450,000.00	450,000.00	450,000.00	450,000.00
150	184" DRN	1.00	LF	455,000.00	455,000.00	455,000.00	455,000.00
151	186" DRN	1.00	LF	460,000.00	460,000.00	460,000.00	460,000.00
152	188" DRN	1.00	LF	465,000.00	465,000.00	465,000.00	465,000.00
153	190" DRN	1.00	LF	470,000.00	470,000.00	470,000.00	470,000.00
154	192" DRN	1.00	LF	475,000.00	475,000.00	475,000.00	475,000.00
155	194" DRN	1.00	LF	480,000.00	480,000.00	480,000.00	480,000.00
156	196" DRN	1.00	LF	485,000.00	485,000.00	485,000.00	485,000.00
157	198" DRN	1.00	LF	490,000.00	490,000.00	490,000.00	490,000.00
158	200" DRN	1.00	LF	495,000.00	495,000.00	495,000.00	495,000.00
159	202" DRN	1.00	LF	500,000.00	500,000.00	500,000.00	500,000.00
160	204" DRN	1.00	LF	505,000.00	505,000.00	505,000.00	505,000.00
161	206" DRN	1.00	LF	510,000.00	510,000.00	510,000.00	510,000.00
162	208" DRN	1.00	LF	515,000.00	515,000.00	515,000.00	515,000.00
163	210" DRN	1.00	LF	520,000.00	520,000.00	520,000.00	520,000.00
164	212" DRN	1.00	LF	525,000.00	525,000.00	525,000.00	525,000.00
165	214" DRN	1.00	LF	530,000.00	530,000.00	530,000.00	530,000.00
166	216" DRN	1.00	LF	535,000.00	535,000.00	535,000.00	535,000.00
167	218" DRN	1.00	LF	540,000.00	540,000.00	540,000.00	540,000.00
168	220" DRN	1.00	LF	545,000.00	545,000.00	545,000.00	545,000.00
169	222" DRN	1.00	LF	550,000.00	550,000.00	550,000.00	550,000.00
170	224" DRN	1.00	LF	555,000.00	555,000.00	555,000.00	555,000.00
171	226" DRN	1.00	LF	560,000.00	560,000.00	560,000.00	560,000.00
172	228" DRN	1.00	LF	565,000.00	565,000.00	565,000.00	565,000.00
173	230" DRN	1.00	LF	570,000.00	570,000.00	570,000.00	570,000.00
174	232" DRN	1.00	LF	575,000.00	575,000.00	575,000.00	575,000.00
175	234" DRN	1.00	LF	580,000.00	580,000.00	580,000.00	580,000.00
176	236" DRN	1.00	LF	585,000.00	585,000.00	585,000.00	585,000.00
177	238" DRN	1.00	LF	590,000.00	590,000.00	590,000.00	590,000.00
178	240" DRN	1.00	LF	595,000.00	595,000.00	595,000.00	595,000.00
179	242" DRN	1.00	LF	600,000.00	600,000.00	600,000.00	600,000.00
180	244" DRN	1.00	LF	605,000.00	605,000.00	605,000.00	605,000.00
181	246" DRN	1.00	LF	610,000.00	610,000.00	610,000.00	610,000.00
182	248" DRN	1.00	LF	615,000.00	615,000.00	615,000.00	615,000.00
183	250" DRN	1.00	LF	620,000.00	620,000.00	620,000.00	620,000.00
184	252" DRN	1.00	LF	625,000.00	625,000.00	625,000.00	625,000.00
185	254" DRN	1.00	LF	630,000.00	630,000.00	630,000.00	

Novada WWTF

[illegible][illegible]

[illegible]

COMBINATIONS SHEET		APPL. DATE: July 31, 2023		FUEL TO: July 31, 2023		BENEFICIARY PROPERTY NO.		0.00	
1	2	3	4	5	6	7	8	9	10
798	01	0000	500	Generator	M	Central Iowa Radio Mktc	202,116.19	202,116.19	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	276,714.30	276,714.30	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	144,770.30	144,770.30	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	2,223.78	2,223.78	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	1,616.00	1,616.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	2,930.00	2,930.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	11,029.00	11,029.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	6,000.00	6,000.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	2,300.00	2,300.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	2,100.00	2,100.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	22,020.00	22,020.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	13,000.00	13,000.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	31,270.00	31,270.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	54,000.00	54,000.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	13,230.00	13,230.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	112,223.00	112,223.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	22,816.00	22,816.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	2,300.00	2,300.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	2,100.00	2,100.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	22,020.00	22,020.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	13,000.00	13,000.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	31,270.00	31,270.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	54,000.00	54,000.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	13,230.00	13,230.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	112,223.00	112,223.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	22,816.00	22,816.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	2,300.00	2,300.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	2,100.00	2,100.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	22,020.00	22,020.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	13,000.00	13,000.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	31,270.00	31,270.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	54,000.00	54,000.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	13,230.00	13,230.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	112,223.00	112,223.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	22,816.00	22,816.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	2,300.00	2,300.00	0.00
799	01	0000	500	Walls	L	Williams Brothers Construction	2,100.00	2,100.00	0.00</

COMPUTATION SHEET				Application No. 16				PRJ. ID: 16-0000000000000000				PRJ. NAME: PROJECT 16				PRJ. DATE: July 31, 2023			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
APP	LINE	ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE		
789	08	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	09	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	10	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	11	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	12	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	13	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	14	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	15	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	16	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	17	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	18	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	19	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	20	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	21	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	22	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	23	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	24	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	25	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	26	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	27	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	28	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	29	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	30	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	31	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	32	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	33	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	34	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	35	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	36	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	37	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	38	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	39	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	40	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	41	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	42	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	43	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	44	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	45	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	46	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	47	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	48	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	49	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	50	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	51	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	52	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	53	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	54	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	55	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	56	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	57	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
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789	60	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	61	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	62	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	63	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	64	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	65	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	66	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	67	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	68	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	69	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	70	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	71	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	72	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	73	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	74	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	75	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	76	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	77	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	78	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	79	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	80	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	81	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	82	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	83	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	84	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	85	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	86	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	87	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	88	0000	000	000	000	000	000	000	000	000	000	000	000	000	000	000	000		
789	89	0000	000	000															

PARTIAL WAIVER OF LIEN

Application No. 26

STATE OF ILLINOIS }
 } ss.
PEORIA COUNTY }

July 31, 2023**TO ALL WHOM IT MAY CONCERN:**

WHEREAS, we the undersigned, WILLIAMS BROTHERS CONSTRUCTION INC. have been employed by
City of Nevada to furnish labor and/or material for the building known as:

Nevada Wastewater Treatment Facilities

Situated on Lot:

62512 270th Street
Nevada, IA 50201

in the city of Nevada, County of Story and State of Iowa.

NOW, THEREFORE, KNOW YE That the undersigned, for and in consideration of One Million Thirty One
Thousand Sixty Five and 03/100 \$1,031,065.03 Dollars,
and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby
waive and release any and all lien or claim or right of lien on said above described building and premises
under the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or
both, furnished by the undersigned to or on account of the said City of Nevada
for said building or premises up to and including the day of July 31, 2023

GIVEN under our hands and sealed this day and year first above written.

WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL)

Subscribed and sworn to before me this July 31, 2023

Notary Public

By:

Jacob Lee, Accountant

(SEAL)

OFFICIAL SEAL
JACQUELINE M. SMITH
Notary Public, State of Illinois
My Commission Expires 12-22-2023



Item # 78
Date: 8/14/23

➤ 5525 Merle Hay Road | Suite 200
Johnston, IA 50131
Main 515.278.2913 + Fax 713.965.0044

August 8, 2023

Mr. Jordan Cook
City Administrator
City of Nevada
1209 6th Street
Nevada, IA 50201

Re: Nevada WWTF Improvements – Phase 3: Recommendation on Contractor's Application for Payment No. 16

Dear Jordan:

Attached is an electronic copy of Payment Application No. 16 from Boomerang Corp. for the Nevada WWTF Improvements – Phase 3 project. Items included in this application are summarized as follows:

- **Division 01 General Requirements:** No work completed this period;
- **Division 02 Existing Conditions:** No work completed this period;
- **Division 03 Concrete:** Lift Station Concrete Materials, Bypass Concrete Labor;
- **Division 04 Unit Masonry:** No work completed this period;
- **Division 05 Metals:** No work completed this period;
- **Division 06 Rough Carpentry:** No work completed this period;
- **Division 07 Thermal & Moisture:** No work completed this period;
- **Division 08 Doors and Hardware:** No work completed this period;
- **Division 09 Finishes:** No work completed this period;
- **Division 10 Specialties:** No work completed this period;
- **Divisions 22, 23, 35 Plumbing/HVAC/Gates:** No work completed this period;
- **Divisions 25, 27 Integrated Automation, Comm.:** No work completed this period;
- **Division 26 Electrical:** No work completed this period;
- **Division 28 Electronic Safety and Security:** No work completed this period;
- **Division 31 Earthwork:** No work completed this period;
- **Division 32 Exterior Improvements:** No work completed this period;
- **Division 33 Utilities:** No work completed this period;
- **Division 41 Materials Processing:** No work completed this period;
- **Division 43 Process Gas, Purification:** No work completed this period;
- **Division 46 Water and Wastewater Equipment:** No work completed this period.

The total for Pay Application No. 16 is \$75,572.50.

As of this Pay Application, Boomerang Corp. has been paid 41.0% of the contract. As of this Pay Application, 91.8% of the time has been used. Boomerang Corp. appears to be approximately seven (7) months behind schedule based on work completed, current contract time, time remaining, and the latest progress schedule. Boomerang has submitted a time extension request. Upon review, HRG will be requesting additional information from Boomerang to justify the time extension request to make our recommendation.

Please note this month's payment application includes a request for payment of Lift Station Concrete Materials used for the October 2022 lower foundation wall pour. HRG notes that the concrete materials used for this pour was compliant with the contract documents specifications and therefore HRG recommends payment as requested. HRG does note that Boomerang continues their efforts to remedy the related defective work for the lower foundation wall



HRGreen.

► Mr. Jordan Cook

Page 2 of 2

pour and that recommendation for payment of the concrete materials used does not constitute acceptance of the declared defective work or remedies completed to date.

We have reviewed Payment Application No. 16 and find the requested items acceptable. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming. Therefore, we recommend payment of Payment Application No. 16 as submitted. Please execute the pay application and distribute copies to all parties.

If you have any questions regarding this payment application, please feel free to contact me at (515) 657-5304.

Sincerely,

HR GREEN, INC

A handwritten signature in cursive script, appearing to read 'Michael Roth'.

Michael Roth, P.E.

Project Manager

Cc : Kerin Wright & Harold See - City (via email)

Keith Brockhohn, Jeni Haas, Bryce Ricklefs, Jennifer Steuri - Boomerang Corp. (via email)

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Nevada

PROJECT:

Nevada Wastewater Improvements

APPLICATION NO: 16

PERIOD TO: 7/31/2023

PROJECT NOS:

FROM CONTRACTOR:

Boomerang Corp
PO Box, 13225 Circle Dr, Ste. A
Anamosa, Iowa 52205

VIA ENGINEER:

HR Green
Michael Roth

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 | \$ 7,077,000.00 |
| 2. Net change by Change Orders | (60,000.00) |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ 7,017,000.00 |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ 3,052,407.08 |

5. RETAINAGE:

- | | |
|---|---------------|
| a. 5% of Work Completed (Not including water main)
(Columns D + E on Continuation Sheet) | \$ 152,620.35 |
| b. 5% of Stored Material
(Column F on Continuation Sheet) | |
| Total Retainage (Line 5a + 5b)
(Total in Column I on Continuation Sheet) | \$ 152,620.35 |

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

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 herein is now due.

CONTRACTOR:

By:

Date:

8/7/23

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer'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 \$ 75,572.50

(Attached 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)

ENGINEER:

By:

Date:

8/8/23

OWNER'S APPROVAL:

By:

Date:

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated in the nearest dollar.
Use Column I on Contracts when available (tabulations for this item may apply).

APPLICATION NO: 10
PERIOD TO: 7/31/2023
ENGINEER'S PROJECT NO:

Use Column 1 for Clarifications with Variations (additions or deletions) only may apply.									
A		B		C		D		E	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Properly Stored (per 1000 cu ft)	Total Completed & Stored to Date (D + E + F)	%	Balance to Finish (G - H)	Retainage (per contract)
			From Previous Application (D + E)	This Period					
1	Division 01 General Requirements	\$ 87,000.00	\$ 87,000.00	-	-	\$ 87,000.00	100%	\$ -	\$ 47,000.00
	Bonds / Permits / Insurance	\$ 60,000.00	\$ 60,000.00	-	-	\$ 60,000.00	100%	\$ -	\$ 1,750.00
	Asphalt/Concrete Project Management	\$ 7,000.00	\$ 7,000.00	-	-	\$ 7,000.00	100%	\$ -	\$ 2,500.00
	Mobilization	\$ 2,000.00	\$ 2,000.00	-	-	\$ 2,000.00	100%	\$ -	\$ 800.00
	Utility Dismantle & Reinstall	\$ 6,000.00	\$ 6,000.00	-	-	\$ 6,000.00	100%	\$ -	\$ 1,600.00
	Survey	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ 300.00
	System Pumping	\$ 37,000.00	\$ 37,000.00	-	-	\$ 37,000.00	100%	\$ -	\$ -
2	Division 02 Existing Conditions	\$ 6,000.00	\$ 6,000.00	-	-	\$ 6,000.00	100%	\$ -	\$ 400.00
	Pavement/Gravel/Drainage	\$ 4,000.00	\$ 4,000.00	-	-	\$ 4,000.00	100%	\$ -	\$ -
	Pipe Adjustment	\$ 2,000.00	\$ 2,000.00	-	-	\$ 2,000.00	100%	\$ -	\$ -
3	Division 03 Concrete	\$ 290,450.00	\$ 290,450.00	-	-	\$ 290,450.00	100%	\$ -	\$ 13,000.00
	1st Division Reinforcing Material	\$ 478,000.00	\$ 478,000.00	-	-	\$ 478,000.00	100%	\$ -	\$ 10,000.00
	1st Division Reinforcing Labor	\$ 225,000.00	\$ 225,000.00	-	-	\$ 225,000.00	100%	\$ -	\$ 7,500.00
	1st Division Concrete Material	\$ 857,000.00	\$ 857,000.00	-	-	\$ 857,000.00	100%	\$ -	\$ 11,830.00
	1st Division Concrete Labor	\$ 8,000.00	\$ 8,000.00	-	-	\$ 8,000.00	100%	\$ -	\$ 300.00
	2nd Division Concrete Material	\$ 6,000.00	\$ 6,000.00	-	-	\$ 6,000.00	100%	\$ -	\$ 450.00
	2nd Division Concrete Labor	\$ 6,000.00	\$ 6,000.00	-	-	\$ 6,000.00	100%	\$ -	\$ 800.00
	3rd Division Concrete Material	\$ 22,000.00	\$ 22,000.00	-	-	\$ 22,000.00	100%	\$ -	\$ 1,000.00
	3rd Division Concrete Labor	\$ 20,000.00	\$ 20,000.00	-	-	\$ 20,000.00	100%	\$ -	\$ 1,400.00
	4th Division Concrete Material	\$ 105,000.00	\$ 105,000.00	-	-	\$ 105,000.00	100%	\$ -	\$ 600.00
	4th Division Concrete Labor	\$ 40,000.00	\$ 40,000.00	-	-	\$ 40,000.00	100%	\$ -	\$ -
	5th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	5th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	6th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	6th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	7th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	7th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	8th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	8th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	9th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	9th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	10th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	10th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	11th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	11th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	12th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	12th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	13th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	13th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	14th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	14th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	15th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	15th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	16th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	16th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	17th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	17th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	18th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	18th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	19th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	19th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	20th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	20th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	21st Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	21st Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	22nd Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	22nd Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	23rd Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	23rd Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	24th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	24th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	25th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	25th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	26th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	26th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	27th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	27th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	28th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	28th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	29th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	29th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	30th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	30th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	31st Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	31st Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	32nd Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	32nd Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	33rd Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	33rd Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	34th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	34th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	35th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	35th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	36th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	36th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	37th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	37th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	38th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	38th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	39th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	39th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	40th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	40th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	41st Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	41st Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	42nd Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	42nd Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	43rd Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	43rd Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	44th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	44th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	45th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	45th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	46th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	46th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	47th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	47th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	48th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	48th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	49th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	49th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	50th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	50th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	51st Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	51st Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	52nd Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	52nd Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	53rd Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	53rd Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	54th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	54th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	55th Division Concrete Material	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%	\$ -	\$ -
	55th Division Concrete Labor	\$ 10,000.00	\$ 10,000.00	-	-	\$ 10,000.00	100%		

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.

PERIOD TO: 7/31/2023
ENGINEER'S PROJECT NO.:

In addition to the above, amounts are stated in the nearest dollar.
Use Column I on Contract when available for the items may apply.

Item No.	Description of Work	Scheduled Value	Work Completed		Materials Previously Stored (Col. 5 + 6)	Total Completed & Stored to Date (Col. 5 + 6)	%	Balance to Finish (Col. 2 - 7)	Retainage (7% of 8)
			From Previous Applications (Col. 3)	Title Period					
20	Division 20 Electrical								
	Drama	\$ 1,700.00	\$ -	-	\$ -	\$ -	0%	\$ 1,700.00	\$ -
	Underground Labor	\$ 40,000.00	\$ -	-	\$ -	\$ -	0%	\$ 40,000.00	\$ -
	Underground Materials	\$ 41,000.00	\$ -	-	\$ -	\$ -	0%	\$ 41,000.00	\$ -
	Branch Conduit Labor	\$ 60,000.00	\$ -	-	\$ -	\$ -	0%	\$ 60,000.00	\$ -
	Branch Conduit Materials	\$ 60,000.00	\$ -	-	\$ -	\$ -	0%	\$ 60,000.00	\$ -
	Feeder Conduit Labor	\$ 28,000.00	\$ -	-	\$ -	\$ -	0%	\$ 28,000.00	\$ -
	Feeder Conduit Materials	\$ 30,000.00	\$ -	-	\$ -	\$ -	0%	\$ 30,000.00	\$ -
	Branch Wire Labor	\$ 12,000.00	\$ -	-	\$ -	\$ -	0%	\$ 12,000.00	\$ -
	Branch Wire Materials	\$ 19,000.00	\$ -	-	\$ -	\$ -	0%	\$ 19,000.00	\$ -
	Feeder Wire Labor	\$ 16,000.00	\$ -	-	\$ -	\$ -	0%	\$ 16,000.00	\$ -
	Feeder Wire Materials	\$ 42,000.00	\$ -	-	\$ -	\$ -	0%	\$ 42,000.00	\$ -
	Substation Labor	\$ 14,000.00	\$ -	-	\$ -	\$ -	0%	\$ 14,000.00	\$ -
	Substation Materials	\$ 23,000.00	\$ -	-	\$ -	\$ -	0%	\$ 23,000.00	\$ -
	Lighting Labor and Materials	\$ 8,000.00	\$ -	-	\$ -	\$ -	0%	\$ 8,000.00	\$ -
	Lighting Labor	\$ 11,000.00	\$ -	-	\$ -	\$ -	0%	\$ 11,000.00	\$ -
	Lighting Materials	\$ 33,000.00	\$ -	-	\$ -	\$ -	0%	\$ 33,000.00	\$ -
	Driveway Labor	\$ 4,000.00	\$ -	-	\$ -	\$ -	0%	\$ 4,000.00	\$ -
	Driveway Materials	\$ 17,000.00	\$ -	-	\$ -	\$ -	0%	\$ 17,000.00	\$ -
	General Labor	\$ 6,000.00	\$ -	-	\$ -	\$ -	0%	\$ 6,000.00	\$ -
	General Materials	\$ 26,000.00	\$ -	-	\$ -	\$ -	0%	\$ 26,000.00	\$ -
	Control Labor	\$ 8,000.00	\$ -	-	\$ -	\$ -	0%	\$ 8,000.00	\$ -
	Substation CAD Design	\$ 18,000.00	\$ 82,000.00	-	\$ -	\$ 100,000.00	100%	\$ -	\$ 1,820.00
	General Overhead/Transfer Conduit Materials	\$ 187,800.00	\$ 137,000.00	-	\$ -	\$ 157,000.00	100%	\$ -	\$ 6,000.00
21	Division 21 Security								
	Security Camera Down Payment	\$ 5,000.00	\$ -	-	\$ -	\$ -	0%	\$ 5,000.00	\$ -
	Security Camera Labor and Materials Balance	\$ 5,000.00	\$ -	-	\$ -	\$ -	0%	\$ 5,000.00	\$ -
31	Division 31 Earthwork								
	Left Hand/Right Hand	\$ 25,000.00	\$ 27,000.00	-	\$ -	\$ 52,000.00	100%	\$ -	\$ 1,250.00
	Left Hand/Right Hand	\$ 8,000.00	\$ 8,000.00	-	\$ -	\$ 16,000.00	100%	\$ -	\$ 400.00
	Right Hand/Left Hand	\$ 17,000.00	\$ 19,000.00	-	\$ -	\$ 36,000.00	100%	\$ -	\$ 850.00
	Mass Retention	\$ 60,000.00	\$ 22,000.00	-	\$ -	\$ 82,000.00	80%	\$ 22,000.00	\$ 1,760.00
	Compaction	\$ 20,000.00	\$ -	-	\$ -	\$ 20,000.00	100%	\$ -	\$ -
	Backfill Structures	\$ 8,000.00	\$ -	-	\$ -	\$ 8,000.00	100%	\$ -	\$ -
	Final Grade	\$ 8,000.00	\$ -	-	\$ -	\$ 8,000.00	100%	\$ -	\$ -
42	Division 42 Exterior Improvements								
	Asphalt Drive/Garage Area and Materials	\$ 20,000.00	\$ -	-	\$ -	\$ 20,000.00	100%	\$ -	\$ -
	Asphalt Labor and Materials	\$ 20,000.00	\$ -	-	\$ -	\$ 20,000.00	100%	\$ -	\$ -
	Asphalt Paving	\$ 8,000.00	\$ -	-	\$ -	\$ 8,000.00	100%	\$ -	\$ -
	Temporary Access Road	\$ 4,000.00	\$ 4,000.00	-	\$ -	\$ 8,000.00	100%	\$ -	\$ -
	General Labor/Backfill	\$ 8,000.00	\$ -	-	\$ -	\$ 8,000.00	100%	\$ -	\$ -
	Chain Link Fence and Gate	\$ 27,000.00	\$ -	-	\$ -	\$ 27,000.00	100%	\$ -	\$ -
	Barbed Wire	\$ 1,000.00	\$ -	-	\$ -	\$ 1,000.00	100%	\$ -	\$ -
	Seeding	\$ 8,000.00	\$ -	-	\$ -	\$ 8,000.00	100%	\$ -	\$ -
52	Division 52 Utilities								
	Installation of Watermain	\$ 1,000.00	\$ -	-	\$ -	\$ 1,000.00	100%	\$ -	\$ -
	Installation of Sewermain	\$ 500.00	\$ -	-	\$ -	\$ 500.00	100%	\$ -	\$ -
	Installation of Watermain Materials	\$ 30,000.00	\$ -	-	\$ -	\$ 30,000.00	100%	\$ -	\$ -
	Installation of Sewermain Materials	\$ 30,000.00	\$ -	-	\$ -	\$ 30,000.00	100%	\$ -	\$ -
	Installation of Watermain Labor	\$ 5,000.00	\$ -	-	\$ -	\$ 5,000.00	100%	\$ -	\$ -
	Installation of Sewermain Labor	\$ 5,000.00	\$ -	-	\$ -	\$ 5,000.00	100%	\$ -	\$ -

Page 3 of 4

APPLICATION AND CERTIFICATE FOR PAYMENT,
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PERIOD TO: 7/31/2023
ENGINEER'S PROJECT NO.:

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Item No.	Description of Work	Scheduled Value	Work Completed		Materials Previously Stored (Col. 5 + 6)	Total Completed & Stored to Date (Col. 5 + 6)	%	Balance to Finish (Col. 2 - 7)	Retainage (7% of 8)
			From Previous Applications (Col. 3)	Title Period					
43	Division 43 Process Gas Purification								
	General Pump Materials	\$ 20,000.00	\$ -	-	\$ -	\$ 20,000.00	100%	\$ -	\$ -
	General Pump Labor	\$ 800.00	\$ -	-	\$ -	\$ 800.00	100%	\$ -	\$ -
	General Pump Materials	\$ 10,000.00	\$ 10,000.00	-	\$ -	\$ 20,000.00	100%	\$ -	\$ -
	General Pump Labor	\$ 20,000.00	\$ -	-	\$ -	\$ 20,000.00	100%	\$ -	\$ -
	General Pump Materials	\$ 2,000.00	\$ -	-	\$ -	\$ 2,000.00	100%	\$ -	\$ -
	General Pump Labor	\$ 4,000.00	\$ -	-	\$ -	\$ 4,000.00	100%	\$ -	\$ -
	General Pump Materials	\$ 15,000.00	\$ -	-	\$ -	\$ 15,000.00	100%	\$ -	\$ -
	General Pump Labor	\$ 12,000.00	\$ -	-	\$ -	\$ 12,000.00	100%	\$ -	\$ -
44	Division 44 Materials Processing								
	Material Broom	\$ 7,000.00	\$ -	-	\$ -	\$ 7,000.00	100%	\$ -	\$ -
	Material Broom Labor and Materials	\$ 8,000.00	\$ -	-	\$ -	\$ 8,000.00	100%	\$ -	\$ -
45	Division 45 Process Gas Purification								
	General Pump Materials	\$ 270,000.00	\$ -	-	\$ -	\$ 270,000.00	100%	\$ -	\$ -
	General Pump Labor	\$ 5,000.00	\$ 5,000.00	-	\$ -	\$ 10,000.00	100%	\$ -	\$ -
	General Pump Materials	\$ 7,000.00	\$ -	-	\$ -	\$ 7,000.00	100%	\$ -	\$ -
	General Pump Labor	\$ 10,000.00	\$ -	-	\$ -	\$ 10,000.00	100%	\$ -	\$ -
	General Pump Materials	\$ 2,000.00	\$ -	-	\$ -	\$ 2,000.00	100%	\$ -	\$ -
46	Division 46 Water and Wastewater Equipment								
	Water and Wastewater Equipment	\$ 412,000.00	\$ -	-	\$ -	\$ 412,000.00	100%	\$ -	\$ -
	Water and Wastewater Equipment Labor	\$ 12,000.00	\$ -	-	\$ -	\$ 12,000.00	100%	\$ -	\$ -
	Change Orders	\$ 50,000.00	\$ -	-	\$ -	\$ 50,000.00	100%	\$ -	\$ -
	Change Order #1	\$ 10,000.00	\$ -	-	\$ -	\$ 10,000.00	100%	\$ -	\$ -
		\$ 77,017.00	\$ 25,000.00	\$ 52,000.00	\$ 77,017.00	\$ 77,017.00	100%	\$ -	\$ -

Page 4 of 4



Item # 7C
Date: 8/14/23

5525 Merle Hay Road | Suite 200
Johnston, IA 50131
Main 515.278.2913 + Fax 713.965.0044

August 9, 2023

Mr. Jordan Cook
City Administrator
City of Nevada
1209 6th Street
Nevada, IA 50201

Re: Nevada WWTF Improvements – Phase 4: Recommendation on Contractor's Application for Payment No. 11

Dear Jordan:

Attached is an electronic copy of Payment Application No. 11 from OnTrack Construction, LLC for the Nevada WWTF Improvements – Phase 4 project. Items included in this application are summarized as follows:

- **Division 04 – Sewers and Drains:** Payment was requested for final testing of the 8" sewer and 30" trunk sewer
- **Division 11 – Miscellaneous:** Remaining payment requested for MH-0130 bypass pumping since the manhole has been completed. Partial payment for bypass pumping was previously made during installation of a temporary bypass sewer due to a conflict during trenchless installation of the sanitary sewer across Highway 30. A subsequent change order will be reviewed for the additional work involved for the installation of the temporary bypass sewer.

Based on the above, the total for Pay Application No. 11 is \$27,202.30.

As of this Pay Application, OnTrack Construction, LLC has been paid \$6,648,826.73 or 89.7% of the contract. The total work completed and stored to date is 94.4% of the total contract with no stored materials remaining. As of this Pay Application, 83% of the time has been used. OnTrack Construction, LLC. appears to be on schedule based on work completed and time remaining according to their current progress schedule. HRG is currently reviewing the time extension request and will forward our recommendation under separate cover.

We have reviewed Payment Application No. 11 and find the requested items acceptable. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming. Therefore, we recommend full payment of Payment Application No.11 as submitted by OnTrack Construction, LLC. Please execute the pay application and distribute copies to all parties.

If you have any questions regarding this payment application, please feel free to contact me at (515) 657-5304.

Sincerely,

HR GREEN, INC.

Michael Roth, P.E.
Project Manager

Contractor's Application for Payment

Owner:	City of Nevada	Owner's Project No.:	
Engineer:	HR Green	Engineer's Project No.:	160473
Contractor:	On Track Construction	Contractor's Project No.:	2217NV
Project:	Nevada WWTF Improvements - Phase 4		
Contract:	Forcemain, Gravity Sewer & Fiber Installation		
Application No.:	11	Application Date:	7/24/2023
Application Period:	From 6/27/2023	to	7/24/2023

1. Original Contract Price	\$	7,414,414.00
2. Net change by Change Orders	\$	
3. Current Contract Price (Line 1 + Line 2)	\$	7,414,414.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	6,998,764.98
5. Retainage		
a. 5% X \$ 6,998,764.98 Work Completed - Stored	\$	349,938.25
b. 5% X \$ Stored Materials	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	349,938.25
6. Amount eligible to date (Line 4 - Line 5.c)	\$	6,648,826.73
7. Less previous payments (Line 6 from prior application)	\$	6,621,624.43
8. Amount due this application	\$	27,202.30
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	765,587.27

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: On Track Construction, LLC**Signature:** **Date:** 8-9-23**Recommended by Engineer****Approved by Owner****By:** _____**By:** _____**Title:** _____**Title:** _____**Date:** _____**Date:** _____**Approved by Funding Agency****By:** _____**By:** _____**Title:** _____**Title:** _____**Date:** _____**Date:** _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Honolulu
Engineer:	Hill Green
Contractor:	On Track Construction
Project:	Honolulu WWTP Improvements - Phase 4
Contract:	Forcemain, Gravity Sewer & Flood Protection

Owner's Project No.	160478
Engineer's Project No.	22173V
Contractor's Project No.	

Application Item	11	Application Period	Start	04/01/25	to	07/24/25	Application Item	09/24/25
1	LOCAL SURVEY	1	LS	811,000.00	1,000.00	812,000.00	1	210,000.00
2	CONSTRUCTION SURVEY	1	LS	17,350.00	1,000.00	18,350.00	2	1,000.00
3	DESIGN AND GRADING	10	AG	1,811.00	1,000.00	2,811.00	3	1,000.00
4	TOP SOIL, CURBS	54069	CU	4.00	1,000.00	54073.00	4	1,000.00
5	SUBGRADE PREPARATION	2	CU	8.00	1,000.00	10,000.00	5	1,000.00
6	BRICKS, MOTION, 6"	217	BU	25.00	1,000.00	222.00	6	1,000.00
7	ROCK REMOVAL	30	CU	835.00	1,000.00	865.00	7	1,000.00
8	IRENED FOUNDATION	20	IN	42.00	1,000.00	462.00	8	1,000.00
9	CONCRETE ENGINEERING	2	IN	150.00	1,000.00	152.00	9	1,000.00
10	PAVEMENT, GRAVITY MAIN, P/C TRENCH	30	LP	300.00	1,000.00	330.00	10	1,000.00
11	SAN SEWER, GRAVITY MAIN, P/C TRENCH	30	LP	590.00	1,000.00	620.00	11	1,000.00
12	MANHOLE, GRAVITY MAIN, P/C TRENCH 45" NOMINAL	381	LP	140.00	1,000.00	144.00	12	1,000.00
13	SAN SEWER, GRAVITY MAIN, P/C TRENCH 45" NOMINAL	1993	LP	240.00	1,000.00	244.00	13	1,000.00
14	SAN SEWER, GRAVITY MAIN, P/C TRENCH 45" DEEP SET	14156	LP	110.00	1,000.00	114.00	14	1,000.00
15	MANHOLE, GRAVITY MAIN, P/C TRENCH 36"	20	LP	270.00	1,000.00	274.00	15	1,000.00
16	SAN SEWER, GRAVITY MAIN, P/C TRENCH 36"	20	LP	270.00	1,000.00	274.00	16	1,000.00
17	SAN SEWER, TRENCH, AND GRAVITY MAIN, P/C 36"	197	LP	147.00	1,000.00	151.00	17	1,000.00
18	SAN SEWER, TRENCH, AND GRAVITY MAIN, P/C 36"	48979	LP	174.00	1,000.00	178.00	18	1,000.00
19	SAN SEWER, TRENCH, AND GRAVITY MAIN, P/C 36"	5778	LP	570.00	1,000.00	574.00	19	1,000.00
20	REMOVAL OF SAN SEWER, DIS 8"	10	LP	111.00	1,000.00	115.00	20	1,000.00
21	REMOVAL OF SAN SEWER, DIS 8"	60	LP	60.00	1,000.00	64.00	21	1,000.00
22	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	22	1,000.00
23	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	23	1,000.00
24	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	24	1,000.00
25	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	25	1,000.00
26	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	26	1,000.00
27	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	27	1,000.00
28	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	28	1,000.00
29	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	29	1,000.00
30	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	30	1,000.00
31	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	31	1,000.00
32	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	32	1,000.00
33	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	33	1,000.00
34	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	34	1,000.00
35	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	35	1,000.00
36	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	36	1,000.00
37	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	37	1,000.00
38	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	38	1,000.00
39	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	39	1,000.00
40	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	40	1,000.00
41	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	41	1,000.00
42	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	42	1,000.00
43	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	43	1,000.00
44	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	44	1,000.00
45	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	45	1,000.00
46	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	46	1,000.00
47	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	47	1,000.00
48	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	48	1,000.00
49	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	49	1,000.00
50	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	50	1,000.00
51	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	51	1,000.00
52	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	52	1,000.00
53	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	53	1,000.00
54	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	54	1,000.00
55	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	55	1,000.00
56	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	56	1,000.00
57	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	57	1,000.00
58	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	58	1,000.00
59	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	59	1,000.00
60	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	60	1,000.00
61	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	61	1,000.00
62	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	62	1,000.00
63	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	63	1,000.00
64	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	64	1,000.00
65	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	65	1,000.00
66	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	66	1,000.00
67	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	67	1,000.00
68	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	68	1,000.00
69	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	69	1,000.00
70	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	70	1,000.00
71	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	71	1,000.00
72	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	72	1,000.00
73	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	73	1,000.00
74	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	74	1,000.00
75	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	75	1,000.00
76	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	76	1,000.00
77	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	77	1,000.00
78	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	78	1,000.00
79	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	79	1,000.00
80	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	80	1,000.00
81	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	81	1,000.00
82	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	82	1,000.00
83	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	83	1,000.00
84	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	84	1,000.00
85	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	85	1,000.00
86	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	86	1,000.00
87	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	87	1,000.00
88	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	88	1,000.00
89	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	89	1,000.00
90	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	90	1,000.00
91	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	91	1,000.00
92	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	92	1,000.00
93	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	93	1,000.00
94	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	94	1,000.00
95	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	95	1,000.00
96	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	96	1,000.00
97	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	97	1,000.00
98	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	98	1,000.00
99	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	99	1,000.00
100	REMOVAL OF SAN SEWER, DIS 8"	303	LP	40.00	1,000.00	44.00	100	1,000.00

EJCDC C-526 Contractor's Application for Payment
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Unit Price

1013

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Client:	City of Nevada
Engineer:	Hill Group
Contract:	On Track Construction
Project:	Noruda Water Improvements - Phase 1
Contract:	Fogson, Orris & Sower & Fibor Installation

Owner's Project No.	
Engineer's Project No.	161478
Contractor's Project No.	22171W

[illegible]

EICDC C-620-Contractor's Application for Payment
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Retail Price

2 of 3

Progress Estimate - Unit Price Work

Design	City of Hawaii
Engineer	Lin Green
Construction	On Track Construction
Project	Hamdow WWTP Improvements - Phase 4
Contracts	ForceMain, Sanitary Sewer & Fluvial Erosion

Contractor's Application for Payment

Owner's Project No. _____
 Engineer's Project No. 3.00473
 Contractor's Project No. 2017114

Application No. 11 Application Period: From 06/27/23 to 07/24/23 Application Date: 07/24/23

Project Name		Project ID		Project Manager		Project Status		Project Budget		Project Progress		Project Risk		Project Impact	
Project Name	Project ID	Project Manager	Project Status	Project Budget	Project Progress	Project Risk	Project Impact	Project Name	Project ID	Project Manager	Project Status	Project Budget	Project Progress	Project Risk	Project Impact
Project A	1001	John Doe	Completed	\$100,000	100%	Low	High	Project B	1002	Jane Smith	In Progress	\$200,000	50%	Medium	Medium
Project C	1003	Mike Johnson	On Hold	\$150,000	20%	High	Low	Project D	1004	Sarah Lee	Planned	\$300,000	0%	Low	High
Project E	1005	David Brown	Completed	\$80,000	100%	Low	Medium	Project F	1006	Emily White	In Progress	\$120,000	75%	Medium	Medium
Project G	1007	Chris Green	On Hold	\$90,000	10%	High	Low	Project H	1008	Alex Black	Planned	\$180,000	0%	Low	High
Project I	1009	Olivia Grey	Completed	\$110,000	100%	Low	Medium	Project J	1010	Noah Blue	In Progress	\$160,000	60%	Medium	Medium
Project K	1011	Isabella Pink	On Hold	\$130,000	30%	High	Low	Project L	1012	Liam Yellow	Planned	\$220,000	0%	Low	High
Project M	1013	Mia Purple	Completed	\$70,000	100%	Low	Medium	Project N	1014	Ben Green	In Progress	\$140,000	40%	Medium	Medium
Project O	1015	Ethan Red	On Hold	\$100,000	15%	High	Low	Project P	1016	Ava Blue	Planned	\$190,000	0%	Low	High
Project Q	1017	Lucas Orange	Completed	\$95,000	100%	Low	Medium	Project R	1018	Sophia Silver	In Progress	\$170,000	55%	Medium	Medium
Project S	1019	Leo Gold	On Hold	\$125,000	25%	High	Low	Project T	1020	Charlotte Bronze	Planned	\$210,000	0%	Low	High
Project U	1021	James Platinum	Completed	\$85,000	100%	Low	Medium	Project V	1022	Amelia Copper	In Progress	\$155,000	45%	Medium	Medium
Project W	1023	William Nickel	On Hold	\$115,000	18%	High	Low	Project X	1024	Harper Zinc	Planned	\$205,000	0%	Low	High
Project Y	1025	Benjamin Tin	Completed	\$75,000	100%	Low	Medium	Project Z	1026	Evelyn Lead	In Progress	\$145,000	35%	Medium	Medium
Project AA	1027	Robert Iron	On Hold	\$105,000	12%	High	Low	Project AB	1028	Victoria Steel	Planned	\$195,000	0%	Low	High
Project AC	1029	Michael Aluminum	Completed	\$98,000	100%	Low	Medium	Project AD	1030	Madison Titanium	In Progress	\$175,000	58%	Medium	Medium
Project AE	1031	Christopher Silver	On Hold	\$128,000	28%	High	Low	Project AF	1032	Christopher Silver	Planned	\$215,000	0%	Low	High
Project AG	1033	Christopher Silver	Completed	\$88,000	100%	Low	Medium	Project AH	1034	Christopher Silver	In Progress	\$158,000	48%	Medium	Medium
Project AI	1035	Christopher Silver	On Hold	\$108,000	14%	High	Low	Project AJ	1036	Christopher Silver	Planned	\$208,000	0%	Low	High
Project AK	1037	Christopher Silver	Completed	\$78,000	100%	Low	Medium	Project AL	1038	Christopher Silver	In Progress	\$148,000	38%	Medium	Medium
Project AM	1039	Christopher Silver	On Hold	\$118,000	16%	High	Low	Project AN	1040	Christopher Silver	Planned	\$198,000	0%	Low	High
Project AO	1041	Christopher Silver	Completed	\$83,000	100%	Low	Medium	Project AP	1042	Christopher Silver	In Progress	\$153,000	43%	Medium	Medium
Project AQ	1043	Christopher Silver	On Hold	\$103,000	11%	High	Low	Project AR	1044	Christopher Silver	Planned	\$203,000	0%	Low	High
Project AS	1045	Christopher Silver	Completed	\$73,000	100%	Low	Medium	Project AT	1046	Christopher Silver	In Progress	\$143,000	33%	Medium	Medium
Project AU	1047	Christopher Silver	On Hold	\$113,000	13%	High	Low	Project AV	1048	Christopher Silver	Planned	\$193,000	0%	Low	High
Project AW	1049	Christopher Silver	Completed	\$80,000	100%	Low	Medium	Project AX	1050	Christopher Silver	In Progress	\$150,000	40%	Medium	Medium
Project AY	1051	Christopher Silver	On Hold	\$100,000	10%	High	Low	Project AZ	1052	Christopher Silver	Planned	\$190,000	0%	Low	High
Project BA	1053	Christopher Silver	Completed	\$70,000	100%	Low	Medium	Project BB	1054	Christopher Silver	In Progress	\$140,000	30%	Medium	Medium
Project BC	1055	Christopher Silver	On Hold	\$110,000	15%	High	Low	Project BD	1056	Christopher Silver	Planned	\$195,000	0%	Low	High
Project BE	1057	Christopher Silver	Completed	\$85,000	100%	Low	Medium	Project BF	1058	Christopher Silver	In Progress	\$155,000	45%	Medium	Medium
Project BG	1059	Christopher Silver	On Hold	\$105,000	12%	High	Low	Project BH	1060	Christopher Silver	Planned	\$205,000	0%	Low	High
Project BI	1061	Christopher Silver	Completed	\$75,000	100%	Low	Medium	Project BJ	1062	Christopher Silver	In Progress	\$145,000	35%	Medium	Medium
Project BK	1063	Christopher Silver	On Hold	\$115,000	18%	High	Low	Project BL	1064	Christopher Silver	Planned	\$195,000	0%	Low	High
Project BM	1065	Christopher Silver	Completed	\$80,000	100%	Low	Medium	Project BN	1066	Christopher Silver	In Progress	\$150,000	40%	Medium	Medium
Project BO	1067	Christopher Silver	On Hold	\$100,000	10%	High	Low	Project BP	1068	Christopher Silver	Planned	\$190,000	0%	Low	High
Project BQ	1069	Christopher Silver	Completed	\$70,000	100%	Low	Medium	Project BR	1070	Christopher Silver	In Progress	\$140,000	30%	Medium	Medium
Project BS	1071	Christopher Silver	On Hold	\$110,000	15%	High	Low	Project BT	1072	Christopher Silver	Planned	\$195,000	0%	Low	High
Project BU	1073	Christopher Silver	Completed	\$85,000	100%	Low	Medium	Project BV	1074	Christopher Silver	In Progress	\$155,000	45%	Medium	Medium
Project BW	1075	Christopher Silver	On Hold	\$105,000	12%	High	Low	Project BX	1076	Christopher Silver	Planned	\$205,000	0%	Low	High
Project BY	1077	Christopher Silver	Completed	\$75,000	100%	Low	Medium	Project BZ	1078	Christopher Silver	In Progress	\$145,000	35%	Medium	Medium
Project CA	1079	Christopher Silver	On Hold	\$115,000	18%	High	Low	Project CB	1080	Christopher Silver	Planned	\$195,000	0%	Low	High
Project CC	1081	Christopher Silver	Completed	\$80,000	100%	Low	Medium	Project CD	1082	Christopher Silver	In Progress	\$150,000	40%	Medium	Medium
Project CE	1083	Christopher Silver	On Hold	\$100,000	10%	High	Low	Project CF	1084	Christopher Silver	Planned	\$190,000	0%	Low	High
Project CG	1085	Christopher Silver	Completed	\$70,000	100%	Low	Medium	Project CH	1086	Christopher Silver	In Progress	\$140,000	30%	Medium	Medium
Project CI	1087	Christopher Silver	On Hold	\$110,000	15%	High	Low	Project CJ	1088	Christopher Silver	Planned	\$195,000	0%	Low	High
Project CK	1089	Christopher Silver	Completed	\$85,000	100%	Low	Medium	Project CL	1090	Christopher Silver	In Progress	\$155,000	45%	Medium	Medium
Project CM	1091	Christopher Silver	On Hold	\$105,000	12%	High	Low	Project CN	1092	Christopher Silver	Planned	\$205,000	0%	Low	High
Project CO	1093	Christopher Silver	Completed	\$75,000	100%	Low	Medium	Project CP	1094	Christopher Silver	In Progress	\$145,000	35%	Medium	Medium
Project CQ	1095	Christopher Silver	On Hold	\$115,000	18%	High	Low	Project CR	1096	Christopher Silver	Planned	\$195,000	0%	Low	High
Project CS	1097	Christopher Silver	Completed	\$80,000	100%	Low	Medium	Project CT	1098	Christopher Silver	In Progress	\$150,000	40%	Medium	Medium
Project CU	1099	Christopher Silver	On Hold	\$100,000	10%	High	Low	Project CV	1100	Christopher Silver	Planned	\$190,000	0%	Low	High
Project CW	1101	Christopher Silver	Completed	\$70,000	100%	Low	Medium	Project CX	1102	Christopher Silver	In Progress	\$140,000	30%	Medium	Medium
Project CY	1103	Christopher Silver	On Hold	\$110,000	15%	High	Low	Project CZ	1104	Christopher Silver	Planned	\$195,000	0%	Low	High
Project DA	1105	Christopher Silver	Completed	\$85,000	100%	Low	Medium	Project DB	1106	Christopher Silver	In Progress	\$155,000	45%	Medium	Medium
Project DC	1107	Christopher Silver	On Hold	\$105,000	12%	High	Low	Project DD	1108	Christopher Silver	Planned	\$205,000	0%	Low	High
Project DE	1109	Christopher Silver	Completed	\$75,000	100%	Low	Medium	Project DF	1110	Christopher Silver	In Progress	\$145,000	35%	Medium	Medium
Project DG	1111	Christopher Silver	On Hold	\$115,000	18%	High	Low	Project DH	1112	Christopher Silver	Planned	\$195,000	0%	Low	High
Project DI	1113	Christopher Silver	Completed	\$80,000	100%	Low	Medium	Project DJ	1114	Christopher Silver	In Progress	\$150,000	40%	Medium	Medium
Project DK	1115	Christopher Silver	On Hold	\$100,000	10%	High	Low	Project DL	1116	Christopher Silver	Planned	\$190,000	0%	Low	High
Project DM	1117	Christopher Silver	Completed	\$70,000	100%	Low	Medium	Project DN	1118	Christopher Silver	In Progress	\$140,000	30%	Medium	Medium
Project DO	1119	Christopher Silver	On Hold	\$110,000	15%	High	Low	Project DP	1120	Christopher Silver	Planned	\$195,000	0%	Low	High
Project DQ	1121	Christopher Silver	Completed	\$85,000	100%	Low	Medium	Project DR	1122	Christopher Silver	In Progress	\$155,000	45%	Medium	Medium
Project DS	1123	Christopher Silver	On Hold	\$105,000	12%	High	Low	Project DT	1124	Christopher Silver	Planned	\$205,000	0%	Low	High
Project DU	1125	Christopher Silver	Completed	\$75,000	100%	Low	Medium	Project DV	1126	Christopher Silver	In Progress	\$145,000	35%	Medium	Medium
Project DW	1127	Christopher Silver	On Hold	\$115,000	18%	High	Low	Project DX	1128	Christopher Silver	Planned	\$195,000	0%	Low	High
Project DY	1129	Christopher Silver	Completed	\$80,000	100%	Low	Medium	Project DZ	1130	Christopher Silver	In Progress	\$150,000	40%	Medium	Medium
Project EA	1131	Christopher Silver	On Hold	\$100,000	10%	High	Low	Project EB	1132	Christopher Silver	Planned	\$190,000	0%	Low	High
Project EC	1133	Christopher Silver	Completed	\$70,000	100%	Low	Medium	Project ED	1134	Christopher Silver	In Progress	\$140,000	30%	Medium	Medium
Project EE	1135	Christopher Silver	On Hold	\$110,000	15%	High	Low	Project EF	1136	Christopher Silver	Planned	\$195,000	0%	Low	High
Project EG	1137	Christopher Silver	Completed	\$85,000	100%	Low	Medium	Project EH	1138	Christopher Silver	In Progress	\$155,000	45%	Medium	Medium
Project EI	1139	Christopher Silver	On Hold	\$105,000	12%	High	Low	Project EJ	1140	Christopher Silver	Planned	\$205,000	0%	Low	High
Project EK	1141	Christopher Silver	Completed	\$75,000	100%	Low	Medium	Project EL	1142	Christopher Silver	In Progress	\$145,000	35%	Medium	Medium
Project EM	1143	Christopher Silver	On Hold	\$115,000	18%	High	Low	Project EN	1144	Christopher Silver	Planned	\$195,000	0%	Low	High
Project EO	1145	Christopher Silver	Completed	\$80,000	100%	Low	Medium	Project EP	1146	Christopher Silver	In Progress	\$150,000	40%	Medium	Medium
Project EQ	1147	Christopher Silver	On Hold	\$100,000	10%	High	Low	Project ER	1148	Christopher Silver	Planned	\$190,000	0%	Low	High
Project ES	1149	Christopher Silver	Completed	\$70,000	100%	Low	Medium	Project ET	1150	Christopher Silver	In Progress	\$140,000	30%	Medium	Medium
Project EU	1151	Christopher Silver	On Hold	\$110,000	15%	High	Low	Project EV	1152	Christopher Silver	Planned	\$195,000	0%	Low	High
Project EW	1153	Christopher Silver	Completed	\$85,000	100%	Low	Medium	Project EX	1154	Christopher Silver	In Progress	\$155,000	45%	Medium	Medium
Project EY	1155	Christopher Silver	On Hold	\$105,000	12%	High	Low	Project EZ	1156	Christopher Silver	Planned	\$205,000	0%	Low	High
Project FA	1157	Christopher Silver	Completed	\$75,000	100%	Low	Medium	Project FB	1158	Christopher Silver	In Progress	\$145,000	35%	Medium	Medium
Project FC	1159	Christopher Silver	On Hold	\$115,000	18%	High	Low	Project FD	1160	Christopher Silver	Planned	\$195,000	0%	Low	High
Project FE	1161	Christopher Silver	Completed	\$80,000	100%	Low	Medium	Project FF	1162	Christopher Silver	In Progress	\$150,000	40%	Medium	Medium
Project FG	1163	Christopher Silver	On Hold	\$100,000	10%	High	Low	Project FH	1164	Christopher Silver	Planned	\$190,000	0%	Low	High
Project FI	1165	Christopher Silver	Completed	\$70,000	100%	Low	Medium	Project FJ	1166	Christopher Silver	In Progress	\$140,000	30%	Medium	Medium
Project FK	1167	Christopher Silver	On Hold	\$110,000	15%	High	Low	Project FL	1168	Christopher Silver	Planned	\$195,000	0%	Low	High
Project FM	1169	Christopher Silver	Completed	\$85,000	100%	Low	Medium	Project FN	1170	Christopher Silver	In Progress	\$155,000	45%	Medium	Medium
Project FO	1171	Christopher Silver	On Hold	\$105,000	12%	High	Low	Project FP	1172	Christopher Silver	Planned	\$205,000	0%	Low	High
Project FQ	1173	Christopher Silver	Completed	\$75,000	100%	Low	Medium	Project FR	1174	Christopher Silver	In Progress	\$145,000	35%	Medium	Medium
Project FS	1175	Christopher Silver	On Hold	\$115,000	18%	High	Low	Project FT	1176	Christopher Silver	Planned	\$195,000	0%	Low	High
Project FU	1177	Christopher Silver	Completed	\$80,000	100%	Low	Medium	Project FV	1178	Christopher Silver	In Progress	\$150,000	40%	Medium	Medium
Project FW	1179	Christopher Silver	On Hold	\$100,000	10%	High	Low	Project FX	1180	Christopher Silver	Planned	\$190,000	0%	Low	High
Project FY	1181	Christopher Silver	Completed	\$70,000	100%	Low	Medium	Project FZ	1182	Christopher Silver	In Progress	\$140,000	30%	Medium	Medium
Project GA	1183	Christopher Silver	On Hold	\$110,000	15%	High	Low	Project GB	1184	Christopher Silver	Planned	\$195,000	0%	Low	High
Project GC	1185	Christopher Silver	Completed	\$85,000	100%	Low	Medium	Project GD	1186	Christopher Silver	In Progress	\$155,000	45%	Medium	Medium
Project GE	1187	Christopher Silver	On Hold	\$105,000	12%	High	Low	Project GF	1188	Christopher Silver	Planned	\$205,000	0%	Low	High
Project GG	1189	Christopher Silver	Completed	\$75,000	100%	Low	Medium	Project GH	1190	Christopher Silver	In Progress	\$145,000	35%	Medium	Medium
Project GI	1191	Christopher Silver	On Hold	\$115,000	18%	High	Low	Project GK	1192	Christopher Silver	Planned	\$195,000	0%	Low	High
Project GL	1193	Christopher Silver	Completed	\$80,000	100%	Low	Medium	Project GM	1194	Christopher Silver	In Progress	\$150,000	40%	Medium	Medium
Project GN	1195	Christopher Silver	On Hold	\$100,000	10%	High	Low	Project GO	1196	Christopher Silver					

Unit Price=

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Stored Materials Summary

Owner	City of Seattle
Engineer	URS of Seattle
Contractor	On Track Construction
Project	General WMPF Improvements - Refined
Construct	Reinforcing Gravity Sump & Riser Up to Below

Contractor's Application for Payment

Project No. 18073
Project No. 22377V

Application No. 11 Application Period: from 06/27/23 to 07/31/23 Application Dates 07/26/23

[illegible]

Starch Materials

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1 of 2

Contractor's Application for Payment

Contractor's Project No. _____
 Engineer's Project No. 100779
 Contractor's Project No. 221760

SEDCO, U.S. District Court's Application for Payment
 Total Monthly of Professional Engineering Fee SEDCO. All rights reserved.

PAGE 1 OF 2

Nevada, IA 50201

Ames, IA 50010

Johnston, iA 50131

CONTRACTOR'S APPLICATION FOR PAYMENT

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	\$355,956.34
3. CONTRACT SUM TO DATE	\$1,602,222.54
4. TOTAL COMPLETED & STORED TO DATE	\$863,159.97

5. RETAINAGE: a. 5% of completed work \$43,158.50

(Column D + E on G703)

Year	5% of stored material	\$0.00
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(Column F on G703)

6. TOTAL EARNED LESS RETAINAGE	\$820,011.47
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(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate).

3 CURRENT PAYMENT DUE

Q. BALANCE TO FINISH PLUS RETAINAGE

62-110004-6070

DATE: 8-9-73

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for)

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

Bv: *[Signature]* Date: 8/8/2023

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.

Item #
Date:

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

Patented Ending: 7/28/2020

LINE	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	TAX	TOTAL	DATE	STATUS	REMARKS
2-1	TOPSOIL 20" DEEP 30" DIA	240	CU YD	35.00	8,400.00	0.00	8,400.00	10/10/00	1	
2-2	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-3	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-4	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-5	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-6	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-7	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-8	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-9	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-10	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-11	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-12	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-13	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-14	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-15	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-16	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-17	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-18	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-19	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-20	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-21	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-22	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-23	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-24	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-25	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-26	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-27	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-28	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-29	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-30	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	
2-31	GRAVEL 18" DEEP 30" DIA	240	CU YD	11.00	2,640.00	0.00	2,640.00	10/10/00	1	

* [13] Polys collected from 2022 (n 2023 by QO12

Item # 7E
Date: 8/14/23

Erin Mousel

From: Kerin Wright
Sent: Thursday, August 3, 2023 9:16 AM
To: Erin Mousel
Subject: FW: Fieldhouse Pay App #13
Attachments: Application 13 RMH APPROVED.pdf

From: Jeff Harris <jharris@rmharchitects.com>
Sent: Thursday, August 3, 2023 8:47 AM
To: Tim Hansen <thansen@cityofnevadaaiowa.org>; Kerin Wright <KWright@cityofnevadaaiowa.org>
Cc: John Williams (jwilliams@hpikeconst.com) <jwilliams@hpikeconst.com>; Tami Manfull (tmanfull@hpikeconst.com) <tmanfull@hpikeconst.com>
Subject: Fieldhouse Pay App #13

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 #13 for work at the Fieldhouse from HPC. I have reviewed the application and the work in place and recommend payment. HPC lien waiver for application #12 is attached at the end of the document.

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

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 9 PAGES

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

APPLICATION #: 13

PERIOD TO: 07/27/23

PROJECT NOS:

VIA ARCHITECT:

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

Distribution to:

Owner	<input type="checkbox"/>
Const. Mgr	<input type="checkbox"/>
Architect	<input checked="" type="checkbox"/>
Contractor	<input type="checkbox"/>

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.

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.

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-\$ (Column G on Continuation Sheet)	\$ 5,137,331.00

5. RETAINAGE:	\$ 235,983.00
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 20,883.55
b. 5.0% of Stored Material (Column F on Continuation Sheet)	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 256,866.55

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 4,880,464.45
--	-----------------

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 4,670,133.50
8. CURRENT PAYMENT DUE	\$ 210,330.95

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 2,596,045.55
---	-----------------

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

CONTRACTOR:

Date: July 27, 2023

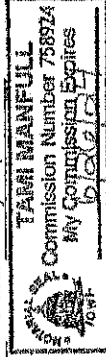
By:

State of: Iowa
County of: Story

Subscribed and sworn to before me this 27th day of July, 2023

Notary Public:

My Commission expires: 06/26/24



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 \$ 210,330.95

(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:

Date: 8/2/23

By:

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

ATTACHMENT TO PAY APPLICATION
PROJECT:
NEVADA FIELD HOUSE 2022

Page 2 of 9 Pages

APPLICATION NUMBER: 13
APPLICATION DATE: 07/27/23
PERIOD TO: 27-Jul-23
OWNER'S PROJECT NO:

A Item No.	B Description of Work	C CAT	D Scheduled Value	E Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H % (G/D)	I Balance To Finish (C - G)	J Retainage
				From Previous Application (D + E)	This Period						
1	001100 - BONDS AND INSURANCE	LM	\$ 90,800	\$ 90,800			\$ 90,800	100%	\$ -	\$ 4,540	
2	011000 - GENERAL REQUIREMENTS	LM	\$ 107,300	\$ 53,215	\$ 5,500		\$ 58,715	55%	\$ 48,585	\$ 2,835	
3	015200 - CONSTRUCTION FACILITIES	L	\$ 144,800	\$ 48,500	\$ 2,500		\$ 49,000	34%	\$ 95,500	\$ 2,450	
4	030616 - UNDERSLAB VAPOR BARRIER	L	\$ 3,700	\$ 3,700			\$ 3,700	100%	\$ -	\$ 165	
5	030616 - UNDERSLAB VAPOR BARRIER	M	\$ 12,300	\$ 12,300			\$ 12,300	100%	\$ -	\$ 615	
6	033000 - CAST-IN-PLACE - FOUNDATIONS	L	\$ 103,300	\$ 103,300			\$ 103,300	100%	\$ -	\$ 5,195	
7	033000 - CAST-IN-PLACE - FOUNDATIONS	M	\$ 139,000	\$ 139,000			\$ 139,000	100%	\$ -	\$ 8,990	
8	033000 - CAST-IN-PLACE - SLAB ON GRADE	L	\$ 64,700	\$ 64,700			\$ 64,700	100%	\$ -	\$ 3,235	
9	033000 - CAST-IN-PLACE - SLAB ON GRADE	M	\$ 229,100	\$ 229,100			\$ 229,100	100%	\$ -	\$ 11,455	
10	034113 - PRECAST CONCRETE HOLLOW CORE	L	\$ 65,100	\$ 65,100			\$ 65,100	100%	\$ -	\$ 3,255	
11	034113 - PRECAST CONCRETE HOLLOW CORE	M	\$ 99,500	\$ 99,500			\$ 99,500	100%	\$ -	\$ 4,875	
12	042000 - UNIT MASONRY	L	\$ 108,000	\$ 75,600			\$ 75,600	70%	\$ 32,400	\$ 3,780	
13	042000 - UNIT MASONRY	M	\$ 25,700	\$ 20,080			\$ 20,080	78%	\$ 8,840	\$ 1,005	
14	042013 - MASONRY VENEER	L	\$ 22,300				\$ -		\$ 22,300	\$ -	
15	042013 - MASONRY VENEER	M	\$ 8,700				\$ -		\$ 8,700	\$ -	
16	051200 - STRUCT STEEL, METAL FAB & STAIR	L	\$ 177,700	\$ 177,100			\$ 177,100	100%	\$ 800	\$ 6,885	
17	051200 - STRUCT STEEL, METAL FAB & STAIR	M	\$ 351,100	\$ 351,100			\$ 351,100	100%	\$ -	\$ 17,555	
18	053100 - STEEL DECKING	L	\$ 13,500	\$ 13,500			\$ 13,500	100%	\$ -	\$ 675	
19	053100 - STEEL DECKING	M	\$ 50,500	\$ 50,500			\$ 50,500	100%	\$ -	\$ 2,525	
20	054000 - COLD-FORMED METAL FRAMING	L	\$ 101,700	\$ 87,000			\$ 87,000	95%	\$ 4,700	\$ 4,850	
21	054000 - COLD-FORMED METAL FRAMING	M	\$ 80,000	\$ 77,000			\$ 77,000	96%	\$ 3,000	\$ 3,880	
22	061000 - ROUGH CARPENTRY	L	\$ 9,800		\$ 4,000		\$ 4,800	50%	\$ 4,800	\$ 240	
23	061000 - ROUGH CARPENTRY	M	\$ 8,200		\$ 4,100		\$ 4,100	50%	\$ 4,100	\$ 205	
24	062000 - FINISH CARPENTRY	L	\$ 18,000				\$ -		\$ 18,000	\$ -	
25	062000 - FINISH CARPENTRY	M	\$ 5,400				\$ -		\$ 5,400	\$ -	
SUBTOTALS PAGE 2			\$ 2,045,700	\$ 1,769,905	\$ 18,900	\$ -	\$ 1,786,805	87%	\$ 259,895	\$ 89,340	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
NEVADA FIELD HOUSE 2022

Page 3 of 9 Pages

APPLICATION NUMBER: 13
APPLICATION DATE: 07/27/23
PERIOD TO: 27-Jul-23
ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C CAT	D Scheduled Value	E Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H % (G/D)	I Balance To Finish (C - G)	J Retainage
				From Previous Application (D + E)	This Period						
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		\$ 6,200	100%	\$ -	\$ 310	
31	074213 - METAL WALL PANELS	L	\$ 228,400	\$ 170,395	\$ 29,000		\$ 199,395	87%	\$ 29,004	\$ 9,970	
32	074213 - METAL WALL PANELS	M	\$ 385,100	\$ 296,250	\$ 79,095	\$ 19,755	\$ 395,100	100%	\$ -	\$ 19,785	
33	075323 - EPDM THERMOSET SINGLE-PLY ROOF	L	\$ 3,100		\$ 2,800		\$ 2,800	94%	\$ 200	\$ 145	
34	075323 - EPDM THERMOSET SINGLE-PLY ROOF	M	\$ 2,500		\$ 2,400		\$ 2,400	96%	\$ 100	\$ 120	
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		\$ 3,000		\$ 3,000	53%	\$ 2,700	\$ 160	
42	081113 - HOLLOW METAL DOORS AND FRAMES	M	\$ 25,200		\$ 17,332	\$ 7,868	\$ 25,200	100%	\$ -	\$ 1,280	
43	081418 - FLUSH WOOD DOORS	L	\$ 300				\$ -		\$ 300	\$ -	
44	081418 - 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		\$ 7,000		\$ 7,000	11%	\$ 56,000	\$ 350	
48	084313 - ALUMINUM STOREFRONTS & ENTRANCE	M	\$ 48,600			\$ 48,600	\$ 48,600	100%	\$ -	\$ 2,430	
49	087100 - DOOR HARDWARE	L	\$ 12,300				\$ -		\$ 12,300	\$ -	
50	087100 - DOOR HARDWARE	M	\$ 8,100			\$ 7,000	\$ 7,000	86%	\$ 1,100	\$ 380	
SUBTOTALS PAGE 3			\$ 2,948,600	\$ 2,285,561	\$ 183,927	\$ 86,723	\$ 2,467,101	84%	\$ 469,799	\$ 124,355	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
NEVADA FIELD HOUSE 2022

Page 4 of 9 Pages

APPLICATION NUMBER: 13
APPLICATION DATE: 07/27/23
PERIOD TO: 27-Jul-23

ARCHITECT'S PROJECT NO:

Item No.	Description of Work	CAT	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					
51	088000 - GLAZING	L	\$ 10,400				\$ -		\$ 10,400	\$ -
52	088000 - GLAZING	M	\$ 35,100			\$ 32,500	\$ 32,500	93%	\$ 2,600	\$ 1,026
53	092118 - GYPSUM BOARD ASSEMBLIES	L	\$ 62,400				\$ -		\$ 62,400	\$ -
54	092118 - GYPSUM BOARD ASSEMBLIES	M	\$ 40,000				\$ -		\$ 40,000	\$ -
55	088100 - ACOUSTICAL CEILINGS	L	\$ 1,800				\$ -		\$ 1,800	\$ -
56	088100 - ACOUSTICAL CEILINGS	M	\$ 1,800				\$ -		\$ 1,800	\$ -
57	088283 - SYNTHETIC TURF FLOORING	L	\$ 36,200				\$ -		\$ 36,200	\$ -
58	088283 - SYNTHETIC TURF FLOORING	M	\$ 109,800				\$ -		\$ 109,800	\$ -
59	088500 - RESILIENT FLOORING	L	\$ 4,400				\$ -		\$ 4,400	\$ -
60	088500 - RESILIENT FLOORING	M	\$ 5,400			\$ 2,653	\$ 2,653	49%	\$ 2,747	\$ 133
61	088566 - RESILIENT ATHLETIC FLOORING	L	\$ 124,100				\$ -		\$ 124,100	\$ -
62	088566 - RESILIENT ATHLETIC FLOORING	M	\$ 412,900				\$ -		\$ 412,900	\$ -
63	098813 - TILE CARPETING	L	\$ 2,800				\$ -		\$ 2,800	\$ -
64	098813 - TILE CARPETING	M	\$ 11,100			\$ 9,765	\$ 9,765	88%	\$ 1,335	\$ 488
65	098113 - EXTERIOR PAINTING	L	\$ 800				\$ -		\$ 800	\$ -
66	098113 - EXTERIOR PAINTING	M	\$ 100				\$ -		\$ 100	\$ -
67	098123 - INTERIOR PAINTING	L	\$ 71,000				\$ -		\$ 71,000	\$ -
68	098123 - 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	102800 - WALL AND DOOR PROTECTION	L	\$ 2,400				\$ -		\$ 2,400	\$ -
74	102800 - WALL AND DOOR PROTECTION	M	\$ 1,800				\$ -		\$ 1,800	\$ -
75	102800 - TOILET ACCESSORIES	L	\$ 3,300				\$ -		\$ 3,300	\$ -
SUBTOTALS PAGE 4			\$ 8,061,800	\$ 2,238,651	\$ 183,827	\$ 131,641	\$ 2,632,019	84%	\$ 1,429,401	\$ 128,001

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
NEVADA FIELD HOUSE 2022

Page 5 of 9 Pages

APPLICATION NUMBER: 13
APPLICATION DATE: 27-Jul-23
PERIOD TO: 27-Jul-23

ARCHITECT'S PROJECT NO:

Item No.	Description of Work	CAT	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					
76	102800 - TOILET ACCESSORIES	M	\$ 1,200			\$ 1,200	\$ 1,200	100%	\$ -	\$ 80
77	104400 - FIRE PROTECTION SPECIALTIES	L	\$ 700				\$ -		\$ 700	\$ -
78	104400 - FIRE PROTECTION SPECIALTIES	M	\$ 5,000			\$ 4,991	\$ 4,991	100%	\$ 9	\$ 250
79	133419 - METAL BUILDING SYSTEMS	L	\$ 358,500	\$ 358,500			\$ 358,500	100%	\$ -	\$ 17,825
80	133419 - METAL BUILDING SYSTEMS	M	\$ 1,480,500	\$ 1,480,500			\$ 1,480,500	100%	\$ -	\$ 74,025
81	142400 - HYDRAULIC ELEVATORS	L	\$ 48,700				\$ -		\$ 48,700	\$ -
82	142400 - HYDRAULIC ELEVATORS	M	\$ 35,800				\$ -		\$ 35,800	\$ -
83	211300 - FIRE-SUPPRESSION SPRINKLER	L	\$ 98,600				\$ -		\$ 98,600	\$ -
84	211300 - FIRE-SUPPRESSION SPRINKLER	M	\$ 40,000			\$ 20,008	\$ 20,008	80%	\$ 19,992	\$ 1,000
85	220500 - COMMON PLUMBING REQUIREMENTS	L	\$ 4,100	\$ 1,400	\$ 1,460		\$ 2,860	70%	\$ 1,250	\$ 143
86	220500 - COMMON PLUMBING REQUIREMENTS	M	\$ 1,000		\$ 715		\$ 715	72%	\$ 285	\$ 36
87	220593 - MECHANICAL IDENTIFICATION	L	\$ 1,000				\$ -		\$ 1,000	\$ -
88	220593 - MECHANICAL IDENTIFICATION	M	\$ 400				\$ -		\$ 400	\$ -
89	220719 - PLUMBING PIPING INSULATION	L	\$ 7,800				\$ -		\$ 7,800	\$ -
90	220719 - PLUMBING PIPING INSULATION	M	\$ 2,800				\$ -		\$ 2,800	\$ -
91	221005 - PLUMBING PIPING & PIPING	L	\$ 118,500	\$ 25,630	\$ 57,000		\$ 82,630	70%	\$ 35,870	\$ 4,127
92	221005 - PLUMBING PIPING & PIPING	M	\$ 69,900	\$ 17,200	\$ 47,000		\$ 64,200	92%	\$ 5,700	\$ 3,210
93	221005 - PLUMBING PIPING SPECIALTIES	L	\$ 4,500				\$ -		\$ 4,500	\$ -
94	221005 - PLUMBING PIPING SPECIALTIES	M	\$ 2,800				\$ -		\$ 2,800	\$ -
95	223000 - PLUMBING EQUIPMENT	L	\$ 1,400				\$ -		\$ 1,400	\$ -
96	223000 - PLUMBING EQUIPMENT	M	\$ 3,300				\$ -		\$ 3,300	\$ -
97	224000 - PLUMBING FIXTURES	L	\$ 3,200				\$ -		\$ 3,200	\$ -
98	224000 - PLUMBING FIXTURES	M	\$ 9,700				\$ -		\$ 9,700	\$ -
99	230500 - COMMON HVAC REQUIREMENTS	L	\$ 11,200	\$ 2,300			\$ 2,300	21%	\$ 8,900	\$ 115
100	230500 - COMMON HVAC REQUIREMENTS	M	\$ 700				\$ -		\$ 700	\$ -
SUBTOTALS PAGE 5			\$ 6,270,200	\$ 4,119,961	\$ 269,892	\$ 187,040	\$ 4,647,013	73%	\$ 1,722,387	\$ 227,391

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
NEVADA FIELD HOUSE 2022

Page 6 of 8 Pages

APPLICATION NUMBER: 13
APPLICATION DATE: 27-Jul-23
PERIOD TO: 27-Jul-23
ARCHITECT'S PROJECT NO:

Item No.	Description of Work	CAT	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	230813 - CONTROL DEVICES FOR HVAC	L	\$ 2,900				\$ -		\$ 2,900	\$ -
107	230813 - CONTROL DEVICES FOR HVAC	M	\$ 800				\$ -		\$ 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	\$ 800				\$ -		\$ 800	\$ -
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	\$ 155,000			\$ 164,804	\$ 164,804	88%	\$ 3,168	\$ 7,740
120	238125.13 - SPLIT-SYSTEM AIR CONDITIONERS	L	\$ 4,800				\$ -		\$ 4,800	\$ -
121	238125.13 - SPLIT-SYSTEM AIR CONDITIONERS	M	\$ 15,300			\$ 16,300	\$ 16,300	100%	\$ -	\$ 215
122	260500 - BASIC ELECTRICAL REQUIREMENTS	L	\$ 11,200	\$ 6,080			\$ 6,080	60%	\$ 2,240	\$ 448
123	260500 - BASIC ELECTRICAL REQUIREMENTS	M	\$ 6,400	\$ 6,120			\$ 6,120	80%	\$ 1,280	\$ 256
124	260519 - LOW-VOLTAGE CONDUCTORS & CABLL	L	\$ 44,800				\$ -		\$ 44,800	\$ -
125	260519 - LOW-VOLTAGE CONDUCTORS & CABLL	M	\$ 33,800				\$ -		\$ 33,800	\$ -
SUBTOTALS PAGE 6			\$ 6,767,700	\$ 4,194,081	\$ 258,992	\$ 386,358	\$ 4,770,411	70%	\$ 1,997,289	\$ 236,521

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
NEVADA FIELD HOUSE 2022

Page 7 of 8 Pages

APPLICATION NUMBER: 13
APPLICATION DATE: 27-Jul-23
PERIOD TO: 27-Jul-23
ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C CAT	D Scheduled Value	E Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	This Period		% (G/C)			
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	\$ 6,000	\$ 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	\$ 854
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	260553 - WIRING CONNECTIONS	L	\$ 6,000				\$ -		\$ 6,000	\$ -
137	260553 - WIRING CONNECTIONS	M	\$ 700				\$ -		\$ 700	\$ -
138	260623 - LIGHTING CONTROL DEVICES	L	\$ 4,000				\$ -		\$ 4,000	\$ -
139	260623 - LIGHTING CONTROL DEVICES	M	\$ 8,600			\$ 8,449	\$ 8,449	98%	\$ 151	\$ 422
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	\$ 36
144	262701 - ELECTRICAL UTILITY SERVICES	M	\$ 2,500	\$ 1,250			\$ 1,250	50%	\$ 1,250	\$ 63
145	262720 - WIRING DEVICES	L	\$ 15,200				\$ -		\$ 15,200	\$ -
146	262720 - 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			\$ 32,454	\$ 32,454	87%	\$ 4,946	\$ 1,823
150	265100 - INTERIOR LIGHTING	M	\$ 74,800			\$ 10,410	\$ 10,410	14%	\$ 64,390	\$ 821
SUBTOTALS PAGE 7			\$ 7,071,600	\$ 4,165,470	\$ 258,992	\$ 417,571	\$ 4,583,133	66%	\$ 2,218,467	\$ 242,657

CONTINUATION SHEET

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ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 13

PROJECT:

APPLICATION DATE: 27-Jul-23

NEVADA FIELD HOUSE 2022

PERIOD TO: 27-Jul-23

ARCHITECT'S PROJECT NO:

Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	%	Balance To Finish (G - H)	Retainage
				From Previous Application (D + E)	This Period					
161	265900 - EXTERIOR LIGHTING	L	\$ 2,500				\$ -		\$ 2,500	\$ -
162	265900 - EXTERIOR LIGHTING	M	\$ 6,200				\$ -		\$ 6,200	\$ -
163	271000 - STRUCTURED CABLING	LM	\$ 11,200				\$ -		\$ 11,200	\$ -
164	289100 - FIRE ALARM SYSTEM	L	\$ 7,200				\$ -		\$ 7,200	\$ -
165	289100 - FIRE ALARM SYSTEM	M	\$ 8,300				\$ -		\$ 8,300	\$ -
166	311000 - SITE CLEARING	LM	\$ 10,700	\$ 8,700			\$ 8,700	81%	\$ 2,000	\$ 435
167	312200 - GRADING	LM	\$ 55,800	\$ 34,400			\$ 34,400	62%	\$ 21,600	\$ 1,720
168	312310 - EXCAVATION	LM	\$ 12,900	\$ 12,900			\$ 12,900	100%	\$ -	\$ 845
169	312323 - FILL	LM	\$ 92,300	\$ 92,300			\$ 92,300	100%	\$ -	\$ 4,815
170	321313 - CONCRETE PAVING	L	\$ 16,800				\$ -		\$ 16,800	\$ -
171	321313 - CONCRETE PAVING	M	\$ 28,500				\$ -		\$ 28,500	\$ -
172	321723.13 - PAINTED PAVEMENT MARKINGS	LM	\$ 800				\$ -		\$ 800	\$ -
173	331000 - WATER LINE SERVICE	L	\$ 16,800	\$ 16,800			\$ 16,800	100%	\$ -	\$ 840
174	331000 - WATER LINE SERVICE	M	\$ 4,500	\$ 4,500			\$ 4,500	100%	\$ -	\$ 225
175	333100 - SANITARY SEWER SERVICE	L	\$ 4,700	\$ 4,700			\$ 4,700	100%	\$ -	\$ 235
176	333100 - SANITARY SEWER SERVICE	M	\$ 1,300	\$ 1,300			\$ 1,300	100%	\$ -	\$ 86
177	334100 - STORM SEWER	L	\$ 20,000	\$ 20,000			\$ 20,000	100%	\$ -	\$ 1,000
178	334100 - STORM SEWER	M	\$ 16,000	\$ 16,000			\$ 16,000	100%	\$ -	\$ 750
179	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		\$ 530	100%	\$ -	\$ 27
173	CR 3 - Structural Steel Changes		\$ 1,380		\$ 1,380		\$ 1,380	100%	\$ -	\$ 68
174	CR 4 - Miscellaneous Concrete Changes		\$ 2,388	\$ 2,388			\$ 2,388	100%	\$ -	\$ 116
175	CR 5 - Revise Return Air Louver Size		\$ 488				\$ -		\$ 488	\$ -
SUBTOTALS PAGE 8			\$ 7,406,048	\$ 4,378,458	\$ 271,802	\$ 417,871	\$ 5,068,011	88%	\$ 2,338,037	\$ 263,401

CONTINUATION SHEET

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ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 13

PROJECT:

APPLICATION DATE: 27-Jul-23

NEVADA FIELD HOUSE 2022

PERIOD TO: 27-Jul-23

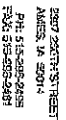
ARCHITECT'S PROJECT NO:

Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	%	Balance To Finish (G - H)	Retainage
				From Previous Application (D + E)	This Period					
176	CR 6 - Revise Spiral Duct to Clear PIEMB Frame		\$ 984				\$ -		\$ 984	\$ -
177	CR 7 - Reinforce Concrete Tie Beams @ FS Bays		\$ 40,008	\$ 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		\$ 188				\$ -		\$ 188	\$ -
180	CR 10 - Add Structural Bracing @ Partial Ht Walls		\$ 5,768		\$ 5,768		\$ 5,768	100%	\$ -	\$ 288
181	CR 11 - Add Additional Beams for BB Hoop Supports		\$ 20,724	\$ 20,724			\$ 20,724	100%	\$ -	\$ 1,035
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 9			\$ 7,475,510	\$ 4,442,012	\$ 277,648	\$ 417,871	\$ 5,137,331	89%	\$ 2,338,179	\$ 256,667

Invoice No. (Materials Added)	Description of Material	(1) Materials Stored in Last Application		(2) Materials 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
Mechanical Sales #28427	Curtain	\$0.00	\$12,000.00					\$0.00	\$12,000.00
Maltese Metals #MS11-37497	Dart Colls	\$0.00	\$35,414.00					\$0.00	\$35,414.00
City Suppl #81751011.001	Copper, PVC, Cast. Hangers	\$0.00	\$40,820.00				\$40,820.00	\$0.00	\$0.00
Widling Supply Net 9715800 RI	Scrubber Pads	\$0.00	\$20,007.50					\$0.00	\$20,007.50
EPCC #2272701	Circ Braking/strut and Cables	\$0.00	\$4,661.00					\$0.00	\$4,661.00
EPCC #2273702	Total Accessories	\$0.00	\$1,200.00					\$0.00	\$1,200.00
3E #13249-01	Lighting Controls	\$0.00	\$5,050.00					\$0.00	\$5,050.00
WBCI #8173941	Insulated Metal Panels	\$98,800.00	\$0.00			\$79,035.00		\$18,765.00	\$0.00
Mechanical Sales 2642	RTVs & Sealt Systems	\$101,104.00	\$0.00					\$101,104.00	\$0.00
Doors Inc - 833052	wood doors	\$0.00	\$3,600.00					\$0.00	\$3,600.00
Doors Inc - 833052	Frames, Hardware	\$0.00	\$7,430.00			\$4,778.00		\$0.00	\$2,652.00
Doors Inc - 332059	Frames and Hardware	\$0.00	\$12,004.00			\$12,054.00		\$0.00	\$0.00
Doors Inc - 834021	Hardware	\$0.00	\$4,542.00					\$0.00	\$4,542.00
3E - #133490-02	Lighting Controls	\$0.00	\$2,458.00					\$0.00	\$2,458.00
3E - #150357-00	Lighting	\$0.00	\$5,084.85					\$0.00	\$5,084.85
3E - #152173-00	Lighting	\$0.00	\$1,600.00					\$0.00	\$1,600.00
3E - #160257-01	Lighting	\$0.00	\$225.00					\$0.00	\$225.00
Doors Inc 834435	HMI Doors	\$0.00	\$7,068.00					\$0.00	\$7,068.00
3E - #407308-06	Lighting Fixtures	\$0.00	\$14,200.00					\$0.00	\$14,200.00
3E - #155861-00	Lighting Fixtures	\$0.00	\$5,010.00					\$0.00	\$5,010.00
3E - #150357-02	Lighting Fixtures	\$0.00	\$710.00					\$0.00	\$710.00
3E - #160372-00	Lighting Fixtures	\$0.00	\$2,370.00					\$0.00	\$2,370.00
3E - #162478-02	Lighting Fixtures	\$0.00	\$9,250.00					\$0.00	\$9,250.00
Hanks - 050731	Bass Cova	\$0.00	\$2,063.20					\$0.00	\$2,063.20
Alnew - #370230	Walk off Carpet	\$0.00	\$1,080.00					\$0.00	\$1,080.00
Hill & Williams - 03337	Epo Floor and Maharak	\$0.00	\$617.27					\$0.00	\$617.27
Hill & Williams - 03159	Epo Floor and Maharak	\$0.00	\$259.41					\$0.00	\$259.41
Emmett Plins - 0605610	Marble	\$0.00	\$7,000.00					\$0.00	\$7,000.00
Reflections 023-012-1000	Aluminum Windows	\$0.00	\$0.00	\$51,109.00				\$51,109.00	\$0.00

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
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
TOTAL		\$269,084.49	\$219,864.83	\$81,407.00	\$0.00	\$78,095.00	\$69,252.00	\$231,859.49	\$155,742.83

\$417,871.99



STEP TWO

Hazard Free Construction
P.O. Box 429
120 Sherman Ave.
Ames, IA 50014

DATE: 11 NOV 68
TIME: 21-51Z-1968

550

PARTIAL WAIVER OF LIEN

State of Iowa
County of Story

July 27, 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.

(We the undersigned, for and in consideration of \$533,631.65 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 disclaimed materials, and/or labor at the above mentioned building, and the above-mentioned premises as of June 30, 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 27th day of July 2023

HPQ, LLC
120 North Sherman Avenue
Ames, IA 50010

(Authorized Agent)

Witness:

Timothy

5500

Item # 7F
Date: 8/14/23

Date: August 14, 2023

COUNCIL ACTION FORM

Agenda Item: Field House Owner Purchase

History:

As part of the Field House project, our department has been tasked with acquiring several owner purchase items. As we come to the final stages of the project, it is going to be important that we place orders for these items so they can be delivered in time for assembly and installation.

We have put together a spreadsheet of owner purchase items for council approval. These items include: Tip and Roll Bleachers, Security System, Playground Flooring, and Batting Cage Equipment. We are working with Jordan on smaller owner purchase items for approval.

Several companies were contacted to provide quotes for each respective item(s). Through our research, we found the following companies with quality products at the most economical price. (See attached spreadsheet)

- **Tip and Roll Bleachers:** 6 sets - 3 Row, 15'. These bleachers are easily movable. They will provide enough seating for 30 people on each unit.
Quote: BSN - \$9,999.05
- **Security:** The City has been working with Astra Security for the Aquatic Center, City Hall and Library. The Field House is an extension of this relationship. Various cameras will be placed throughout the facility and we will also have key fob access for users who wish to purchase a fob and want out of hours access.
Quote: Astra Security Total Doors and Cameras - \$35,682.00
- **Batting Cage Equipment:** This equipment includes necessary items to outfit two batting cages properly for both baseball and softball. Equipment includes L-Screen's, pitching machines, hitting mats, pitching mounds, ball carts, etc. With the equipment we already have and this equipment, we anticipate these cages will be a highly sought after reservation.
Quote: BSN - \$9,492.25
- **Playground Turf:** This turf will be placed under the rock and tree stump providing necessary fall protection for those amenities of the play area.
Quote: Forever Lawn - \$12,812.00

Options:

1. Purchase items from each respective vendor at their (lowest) quoted price and move forward with shipping of materials and equipment.
2. Select other vendors to obtain additional pricing.
3. Do nothing at this time and research other options.

Recommendation:

Parks and Recreation Board and staff recommend Option 1: Purchase items from each respective vendor at their (lowest) quoted price, and move forward with shipping of materials and equipment.

Questions, please feel free to contact me at 382-4352 (office) or by email at thansen@cityofnevadaaiowa.org.

Owner Purchase Items			
Item	Company	Price	Notes
Roll Bleachers	BSN Sports	\$9,999.00	3 Row 15'
	Belson Outdoors	\$11,168.04	3 Row 15'
	SAF	\$11,314.00	3 Row 15'
Security Doors	Astra Security	\$6,682.50	Includes service fee of \$30.00/month
Security Cameras	Astra Security	\$28,999.50	No monthly service fee up to 32 cameras
Batting Cages Equipment	BSN Sports	\$9,492.25	
	On Deck Sports	\$9,680.50	
	Beacon Athletics	\$11,798.00	
Playground flooring	Forever Lawn	\$12,312.00	
	Commercial Recreation Specialists	\$30,993.34	
	Kieffer	\$19,892.00	

BLEACHERS



PO Box 841888
Dallas, TX 75284-1383
Phone: 800-827-7810 Fax: 800-888-0145
Visit us at www.bsnports.com

Contact Your Rep
Reed Meason Email: reedmeason@bsnports.com | Phone:

Sold to
1482203
CITY OF NEVADA PARK & RECREATI
825 16TH ST
NEVADA IA 50201-1954
USA

Ship To
1482203
CITY OF NEVADA PARK & RECREATI
825 16TH ST
NEVADA IA 50201-1954
USA

Payer
1482203
CITY OF NEVADA PARK & RECREATI
825 16TH ST
NEVADA IA 50201-1954
USA

Quote

Quote #: 21470089
Purchase Order #: Rhonda - Bleachers
Cart Name:
Quote Date: 06/27/2023
Quote Valid-to: 07/27/2023
Payment Terms: NT30
Ship Via:
Ordered By: Rhonda Moler

Item Description	Qty	Unit Price	Total
3 Row 15' Tip n' Roll Bleacher Item # - TR0816	6 EA	\$ 1,632.30	\$ 9,793.80

Subtotal:	\$9,793.80
Other:	\$0.00
Freight:	\$205.25
Sales Tax:	\$0.00
Order Total:	\$9,999.05
Payment/Credit Applied:	\$0.00
Order Total:	\$9,999.05

Quote #
WQ 345557

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is required to process order.



QUOTE #
WQ 345557
Expires 7/21/2023

627 Amersale Drive
Naperville, IL 60563
sales@belson.com
Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
BS-R0315	Bleacher, 3 Row x 15'-0"L, (10" Nominal Seat Planks, 10" Nominal Tread Planks, 16" Front Row Seat Height, 6" Rise, 24" Tread), Aluminum Frame, Single Footboards, Tip 'N Roll Kit ***DISCOUNT APPLIED**	213	6	\$1,581.00	\$9,486.00
Subtotal		1,278			\$9,486.00
				<input type="checkbox"/> 0.0000% Tax	\$0.00
				Shipping	\$1,672.94
				Grand Total	\$11,158.94

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

First/Last Name Rhonda Maier

Company Nevada Parks & Recreation

Address 1 825 15th St

Address 2

City Nevada

State IA

Zip Code 50201

Country USA

Phone 515-382-4352

Fax

Email nevadarecreation@gmail.com

Ship To Nevada Parks Maintenance Shop

Address 1 445 11th St

Address 2

City Nevada

State IA

Zip Code 50201

Country USA

Phone

Contact Rhonda Maier

Email nevadarecreation@gmail.com

Sightlines Athletic Facilities LLC
 1902 Brooke Stone Ct.
 Crestwood, KY 40014
 (800) 808-1545
 jeff@bleacherexperts.com
 www.bleacherexperts.com



Proposal

ADDRESS

Rhonda Maler
 Nevada Parks and Recreation
 Nevada Parks Maintenance
 445 11th Street
 Nevada, IA 50201
 (515) 382-4332

SHIP TO

Rhonda Maler
 Nevada Parks and Recreation
 Nevada Parks Maintenance
 445 11th Street
 Nevada, IA 50201
 (515) 382-4332

PROPOSAL # 2023-2098

DATE 06/23/2023

EXPIRATION DATE 07/14/2023

SALES REP

Jeff Giffen

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
DLWTR 3-15	3 rows high x 15' long all-aluminum welded angle frame tip n' roll bleacher. Net seating capacity of 30 each unit.	6	1,594.00	9,564.00
LTL Shipping	Freight cost via LTL Freight	1	1,750.00	1,750.00
Disclaimer	Unless otherwise noted, this proposal does not include site preparation, demolition of existing bleacher, installation, permits, fees, bonds, ADA compliance, engineered drawings, anchoring or taxes. Designed to meet BAF's interpretation of current IBC Codes, local codes may be different.	1	0.00	0.00

Please be sure to pay your invoice on time.

Overdue invoices will have a grace period of 30 days before a 5% fee will be applied to your remaining balance.

TOTAL

\$11,314.00

Accepted By

Accepted Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SECURITY CAMERAS AND DOORS



1605 N. Ankeny Blvd. STE #230
Ankeny, IA 50023
Veteran Owned

Astra Security Proposal

Prepared For: Nevada Parks & Rec - New
Field House
Proposal #: 7630
Proposal Date: 06/07/2023
Security Advisor: Andrews, Alex
Advisor Phone #: (515) 639-7379



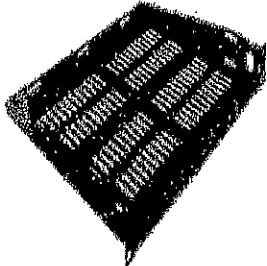
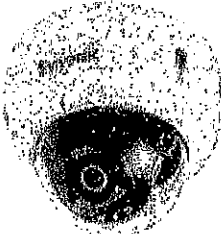
Mailing Address

Nevada Parks & Recreation (Rhonda
Maler)
825 15th Street
Nevada, IA 50021
(515) 382-4352

Site Information

Nevada Parks & Rec - New Field
House
825 15th Street
Nevada, IA 50021

Parts & Materials

Part Image	Description	Quantity	Rate	Amount
	(CAMERAS) 32 Channel NVR with 16 ports POE and 4HD slots	1.00	\$1,149.00	\$1,149.00
	(CAMERAS) 6 TB surveillance hard drive 15 to 30 days recording	3.00	\$329.00	\$987.00
	(CAMERAS) Vented network rack shelf NVR	1.00	\$67.50	\$67.50
	(CAMERAS) Hardwired 5 MP dome camera with 104 degree field of view 100 ft of night vision & audio recording	11.00	\$389.00	\$4,389.00



1605 N. Ankeny Blvd. STE #230
Ankeny, IA 50023
Veteran Owned

Astra Security Proposal

Prepared For: Nevada Parks & Rec - New
Field House
Proposal #: 7630
Proposal Date: 06/07/2023
Security Advisor: Andrews, Alex
Advisor Phone #: (515) 639-7379

	(CAMERAS) Weatherproof round CBS junction box for camera mount	7.00	\$73.00	\$511.00
	(CAMERAS) Hardwired 5 MP H.265 NDAA compliant turret camera with 103 degree field of view 100 ft of night vision & audio recording	3.00	\$447.00	\$1,341.00
	(CAMERAS) Wall mount for turret & dome cameras	3.00	\$67.50	\$202.50
	(PRE-WIRE) Commercial Low voltage wire - Includes up to 50ft of wire and misc zip ties, labels, etc	45.00	\$27.50	\$1,237.50
	(CAMERAS) 1/2" 10 foot EMT conduit + misc	100.00	\$19.00	\$1,900.00



1605 N. Ankeny Blvd. STE #230
Ankeny, IA 50023
Veteran Owned

Astra Security Proposal

Prepared For: Nevada Parks & Rec - New
Field House
Proposal #: 7630
Proposal Date: 06/07/2028
Security Advisor: Andrews, Alex
Advisor Phone #: (515) 639-7379

Items	Description	Quantity	Rate	Amount
	Lifetime Remote Access for up to 32 cameras	1.00	\$750.00	\$750.00
	Professional Tech Labor	1.00	\$15,750.00	\$15,750.00
	Travel time, misc service items, & fuel	13.00	\$55.00	\$715.00

Recurring Monthly Services

Description	Monthly Amount
-------------	----------------

Note

Note	Modified Date	User
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Total Recurring Monthly Services \$0.00* Taxes Will Apply*

Recurring monthly service will commence on the first day of the month next succeeding the date hereof, & continuing monthly thereafter, all payments being due on the first of the month. Subscriber agrees to pay prorated, remainder of the current month plus one month, upon completion of installation. The prorated amount does not include the next month payment.

Total Proposal Parts + Items + Labor Investment \$28,999.50* Taxes Included*

To Accept This Proposal

To secure installation, and to accept this proposal from Astra Security we ask for 50% deposit. Once we receive payment, either credit/debit card, check, or e-check, we will order everything for your installation and start the process on our end. We're usually about 2 or 3 weeks out for installation, but often times we can and will move work around to get you protected as soon as we have everything prepped for your installation. Our office will call you to schedule with you once we're 100% ready!

Flex Pay: Ask about our in-house Flex Pay program to make up to 4 monthly payments on your new investment.

Warranty: Astra provides a 12 month labor warranty on our workmanship, and a 5 year parts warranty.

Mission: To achieve more than peace of mind with our clients, vendors, and staff.

Vision: Astra's vision is to be the most trusted and most reliable security company in all of Iowa. Astra specializes in 3 things (alarms, cameras, & access control). If something does not meet our standards we work quickly to change it. We guarantee your satisfaction every step of the way and strive to do right by our clients in all we do.

Values: Safety - Security - Reliability - Value - Kaizen "meaning continuous improvement"

Thank you for considering Astra Security for your security needs, we appreciate you!
-Oliver Keeling, CEO & President

*36 Month Agreement Price



1605 N. Ankeny Blvd. STE #230
Ankeny, IA 50023
Veteran Owned

Astra Security Proposal

Prepared For: Nevada Parks & Rec - New
Field House
Proposal #: 5898
Proposal Date: 05/16/2022
Security Advisor: Andrews, Alex
Advisor Phone #: (515) 639-7379

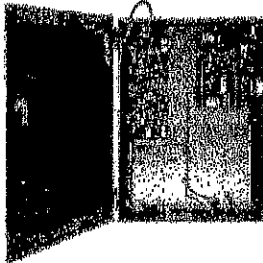
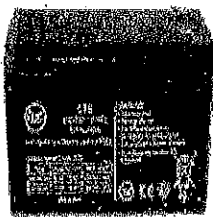

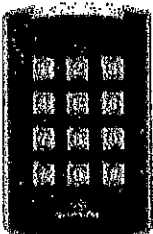
Mailing Address

Nevada Parks & Recreation (Rhonda
Maler)
825 15th Street
Nevada, IA 50021
(515) 382-4352

Site Information

Nevada Parks & Rec - New Field
House
825 15th Street
Nevada, IA 50021

Parts & Materials

Part Image	Description	Quantity	Rate	Amount
	(ACCESS CONTROL) 2 door controller and power kit - needs 120V for power (does not include 2 7ah batteries needed for backup battery)	1.00	\$1,499.00	\$1,499.00
	(ACCESS CONTROL) 12V 7AH SLA battery with terminals	2.00	\$0.00	\$0.00
	(ACCESS CONTROL) Surface mount door strike	2.00	\$412.00	\$824.00
	(ACCESS CONTROL) Alarm.com reader with PIN pad, proximity, and mobile credentials	2.00	\$449.00	\$898.00



1605 N. Ankeny Blvd. STE #230
Ankeny, IA 50023
Veteran Owned

Astra Security Proposal

Prepared For: Nevada Parks & Rec - New
Field House
Proposal #: 5898
Proposal Date: 05/16/2022
Security Advisor: Andrews, Alex
Advisor Phone #: (515) 639-7379

	(ACCESS CONTROL) 3/4" Recessed door contact with wide gap magnet	2.00	\$52.00	\$104.00
	(PRE-WIRE) Commercial Low voltage wire - includes up to *50ft of wire and misc zip tie, labels, etc	15.00	\$27.50	\$412.50

Items

Description	Quantity	Rate	Amount
Professional Tech Labor	1.00	\$3,125.00	\$3,125.00
Travel time, misc service items, & fuel	4.00	\$55.00	\$220.00
New Installation Discount	1.00	(\$400.00)	(\$400.00)

Recurring Monthly Services

Description	Monthly Amount
(ACCESS CONTROL) Access control Cloud License and AstraAlarm.com remote access control	30.00

Note

Note	Modified Date	User
Fobs or badges are at a cost of \$7/unit	5/19/2022 9:38:57 AM	Andrews, Alex

Total Recurring Monthly Services \$30.00* Taxes Will Apply*

Recurring monthly service will commence on the first day of the month next succeeding the date hereof, & continuing monthly thereafter, all payments being due on the first of the month. Subscriber agrees to pay prorated, remainder of the current month plus one month, upon completion of installation. The prorated amount does not include the next month payment.

Total Proposal Parts + Items + Labor Investment \$6,682.50* Taxes Included*

To Accept This Proposal

To secure installation, and to accept this proposal from Astra Security we ask for 50% deposit. Once we receive payment, either credit/debit card, check, or e-check, we will order everything for your installation and start the process on our end. We're usually



1605 N. Ankeny Blvd. STE #230
Ankeny, IA 50023
Veteran Owned

Astra Security Proposal

Prepared For: Nevada Parks & Rec - New
Field House
Proposal #: 5898
Proposal Date: 05/16/2022
Security Advisor: Andrews, Alex
Advisor Phone #: (515) 839-7379

about 2 or 3 weeks out for installation, but often times we can and will move work around to get you protected as soon as we have everything prepped for your installation. Our office will call you to schedule with you once we're 100% ready!

Flex Pay: Ask about our In-house Flex Pay program to make up to 4 monthly payments on your new investment.

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-Oliver Keeling, CEO & President

*36 Month Agreement Price



1605 N. Ankeny Blvd. STE #230
Ankeny, IA 50023
Veteran Owned

Astra Security Proposal

Prepared For: Fawcett Family Aquatic Center
Proposal #: 7689
Proposal Date: 07/07/2023
Security Advisor: Andrews, Alex
Advisor Phone #: (515) 639-7379

Mailing Address

Nevada Parks & Recreation (Rhonda
Maler)
825 15th Street
Nevada, IA 50021
(515) 382-4352

Site Information

Fawcett Family Aquatic Center
1717 Fawcett Pkwy
Nevada, IA 50021

Parts & Materials

Part Image

Description

Quantity

Rate

Amount

(CAMERAS) Hardwired
5 MP H.265 NDAA
compliant turret camera
with 103 degree field of
view 100 ft of night vision
& audio recording

3.00

\$447.00

\$1,341.00

(CAMERAS) Hardwired
5 MP dome camera with
104 degree field of view
100 ft of night vision &
audio recording

1.00

\$399.00

\$399.00

Items

Description

Quantity

Rate

Amount

Professional Tech Labor

1.00

\$500.00

\$500.00

Travel time, misc service items, & fuel

1.00

\$0.00

\$0.00

Credit for existing equipment

1.00

(\$550.00)

(\$550.00)

Recurring Monthly Services

Description

Monthly Amount

Note

Note

Modified Date

User

Total Recurring Monthly Services \$0.00* Taxes Will Apply*

Recurring monthly services will commence on the first day of the month next succeeding the date hereof, & continuing monthly thereafter, all payments being due on the first of the month. Subscriber agrees to pay prorated, remainder of the current month plus one month, upon completion of installation. This prorated amount does not include the next month payment.



1005 N. Ankeny Blvd. STE #230
Ankeny, IA 50023
Veteran Owned

Astra Security Proposal

Prepared For: Fawcett Family Aquatic Center
Proposal #: 7689
Proposal Date: 07/07/2023
Security Advisor: Andrews, Alex
Advisor Phone #: (515) 639-7379

Total Proposal Parts + Items + Labor Investment \$1,690.00*Taxes Included*

To Accept This Proposal

To secure installation, and to accept this proposal from Astra Security we ask for 50% deposit. Once we receive payment, either credit/debit card, check, or e-check, we will order everything for your installation and start the process on our end. We're usually about 2 or 3 weeks out for installation, but often times we can and will move work around to get you protected as soon as we have everything prepped for your installation. Our office will call you to schedule with you once we're 100% ready!

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-Oliver Keeling, CEO & President

*36 Month Agreement Price



1606 N. Ankeny Blvd. STE #230
Ankeny, IA 50023
Veteran Owned

Astra Security Proposal

Prepared For: SCORE Recreation Athletic
Complex
Proposal #: 7602
Proposal Date: 05/25/2023
Security Advisor: Andrews, Alex
Advisor Phone #: (515) 639-7379

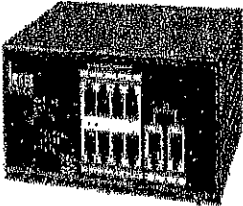

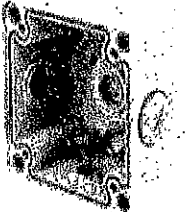
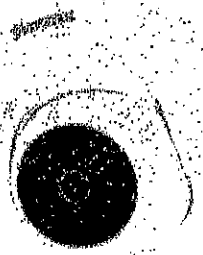
Mailing Address

Nevada Parks & Recreation (Rhonda
Maier)
825 15th Street
Nevada, IA 50021
(515) 382-4352

Site Information

SCORE Recreation Athletic
Complex
1545 Fawcett Pkwy
Nevada, IA 50201

Parts & Materials

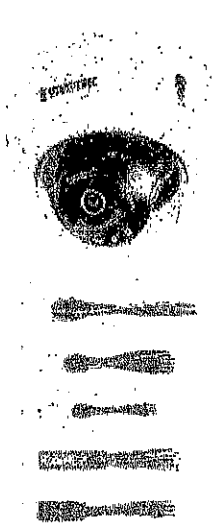
Part Image	Description	Quantity	Rate	Amount
	(CAMERAS) 8 Port POE switch with 2 data ports	1.00	\$172.50	\$172.50
	(CAMERAS) Hardwired 5 MP H.265 NDAA bullet camera with varifocal lens and 165ft of night vision	4.00	\$749.00	\$2,996.00
	(CAMERAS) Outdoor 4" Junction box as needed to keep wires hidden / protected (for bullet cameras)	4.00	\$72.50	\$290.00
	(CAMERAS) Hardwired 5 MP H.265 NDAA compliant turret camera with 103 degree field of view 100 ft of night vision & audio recording	2.00	\$447.00	\$894.00



1605 N. Ankeny Blvd. STE #230
Ankeny, IA 50023
Veteran Owned

Astra Security Proposal

Prepared For: SCORE Recreation Athletic
Complex
Proposal #: 7602
Proposal Date: 05/25/2023
Security Advisor: Andrews, Alex
Advisor Phone #: (515) 639-7379



(CAMERAS) Hardwired
5 MP dome camera with
104 degree field of view
100 ft of night vision &
audio recording

1.00

\$399.00

\$399.00

(WIRE) Residential and
Commercial Low voltage
wire - includes up to *50ft
of wire and misc
hangers, zip ties, labels,
etc

7.00

\$27.50

\$192.50

Items

Description	Quantity	Rate	Amount
Professional Tech Labor	1.00	\$2,500.00	\$2,500.00
Travel time, misc service items, & fuel	3.00	\$55.00	\$165.00
New Installation Discount	1.00	(\$1,155.00)	(\$1,155.00)

Recurring Monthly Services

Description	Monthly Amount
-------------	----------------

Note

Note

Modified Date

User

Total Recurring Monthly Services \$0.00* Taxes Will Apply*

Recurring monthly service will commence on the first day of the month next succeeding the date hereof, & continuing monthly thereafter, all payments being due on the first of the month. Subscriber agrees to pay prorated, remainder of the current month plus one month, upon completion of installation. The prorated amount does not include the next month payment.

Total Proposal Parts + Items + Labor Investment \$6,454.00* Taxes Included*

To Accept This Proposal

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1805 N. Ankeny Blvd. STE #230
Ankeny, IA 50023
Veteran Owned

Astra Security Proposal

Prepared For: SCORE Recreation Athletic
Complex
Proposal #: 7802
Proposal Date: 05/25/2023
Security Advisor: Andrews, Alex
Advisor Phone #: (515) 639-7379

Flex Pay: Ask about our in-house Flex Pay program to make up to 4 monthly payments on your new investment.

Warranty: Astra provides a 12 month labor warranty on our workmanship, and a 3 year parts warranty.

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-Oliver Keeling, CEO & President

*36 Month Agreement Price

BATTING CAGE EQUIPMENT

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Dallas, TX 75204-1398
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Read Meason Email: rmeason@bsnsports.com | Phone:

Sold to
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CITY OF NEVADA PARK & RECREATI
825 15TH ST
NEVADA IA 50201-1954
USA

Ship To
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CITY OF NEVADA PARK & RECREATI
825 15TH ST
NEVADA IA 50201-1954
USA

Payer
1482203
CITY OF NEVADA PARK & RECREATI
825 15TH ST
NEVADA IA 50201-1954
USA

Quote

Quote #: 21474350
Purchase Order #: Rhonda Meler - Batting Ca
Cart Name:
Quote Date: 07/18/2023
Quote Valid To: 08/18/2023
Payment Terms: NT30
Ship Via:
Ordered By: Rhonda Meler

Item Description	Qty	Unit Price	Total
PRO L-SCREEN 5' X 7' Item # - BSFPRO5	2 EA	\$ 673.49	\$ 1,346.98
Baseball Junior Hack Attack Machine Item # - K50857	1 EA	\$ 2,599.00	\$ 2,599.00
Softball Junior Hack Attack Machine Item # - K50859	1 EA	\$ 2,599.00	\$ 2,599.00
SOFTBALL PITCHING MAT W/PWR LINE-NON SKD Item # - 1288018	2 EA	\$ 242.99	\$ 485.98
Foldable Ball Bin Item # - 1381841	2 EA	\$ 171.29	\$ 342.58
9 Hole Pitcher's Pocket - Black 1450761 Item # - 1480782	2 EA	\$ 321.29	\$ 642.58
Batting Mat Pro with Catchers Ext-Clay Item # - 1373820	2 EA	\$ 661.89	\$ 1,323.78

Subtotal:	\$9,389.90
Other:	\$0.00
Freight:	\$92.35
Sales Tax:	\$0.00
Order Total:	\$9,482.25
Payment/Credit Applied:	\$0.00
Order Total:	\$9,482.25

BSN SPORTS Terms and Conditions apply to all of your orders with us and our affiliates. At any time, these terms and conditions can be found at www.bsnsports.com/terms

Check your quote at www.bsnsports.com/?P&ProgramID=21474350&zip=50201-1954

INDOOR GOLF

Price Match Guarantee Click here for more info.

SPORTS (/) (/GOLF)

ON DECK SPORTS



Shopping Cart
7 Products, 12 Items

DESIGN

PROCEED TO CHECKOUT

(/INDOOR-

FACILITY

DESIGN



(/Clay-Batting-Mat-Pro-with-Catchers-Extension)

Clay Batting Mat Pro with Catcher's Extension (/Clay-Batting-Mat-Pro-with-Catchers-Extension)

Price: \$585.00

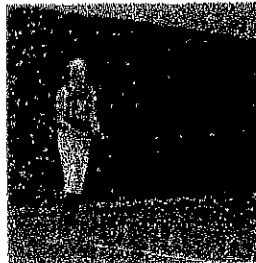
Item #:AT6023C

Qty:

- 2 +

Amount: \$1,170.00

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(/3x10-Jennie-Finch-Pro-Pitching-Mat-with-Powerline)

Jennie Finch Softball Pitching Mat With Powerline (/3x10-Jennie-Finch-Pro-Pitching-Mat-with-Powerline)

Price: \$236.99

Item #:MP2036

Qty:

- 2 +

Amount: \$473.98

Edit (/3x10-Jennie-Finch-Pro-Pitching-Mat-with-Powerline?quantity=2&cartitemid=Item2074set660341)



(/Junior-Hack-Attack-Pitching-Machine-Softball)

Junior Hack Attack Pitching Machine - Softball (/Junior-Hack-Attack-Pitching-Machine-Softball)

Price: \$2,599.00

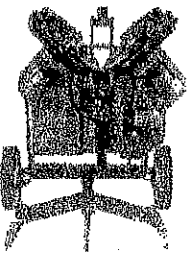
Item #:PM8163

Qty:

1

Amount: \$2,599.00

[Edit \(/Junior-Hack-Attack-Pitching-Machine-Softball?cartitemid=item16337set660340\)](#)



(/Junior-Hack-Attack-Pitching-Machine-Baseball)

Junior Hack Attack Pitching Machine - Baseball (/Junior-Hack-Attack-Pitching-Machine-Baseball)

Price: \$2,599.00

Item #:PM8150

Qty:

1

Amount: \$2,599.00

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(/Jugs-Back-Saver-Ball-Basket)

Jugs Back-Saver Ball Basket (/Jugs-Back-Saver-Ball-Basket)

Price: \$130.99

Item #:TA2027

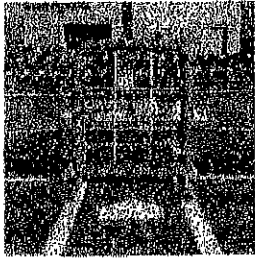
Qty:

2

Amount: \$261.98

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(/9-Hole-Pitchers-Pocket_2?custcol1=5)

9 Hole Pitcher's Pocket (/9-Hole-Pitchers-Pocket_2?custcol1=5)

Price: \$299.95

Item #:TA2021

Color: Black

Qty:

2

Amount: \$599.90

[Edit \(/9-Hole-Pitchers-Pocket_2?quantity=2&custcol1=5&cartitemid=item16536set660334\)](#)



(/Baseball-Bullet-Junior-L-Screen?

custcol338=4&custcol351=1)

Bullet Junior L-Screen (/Baseball-Bullet-Junior-L-Screen?custcol338=4&custcol351=1)

Price: \$499.95

Item #:PS3082-PW-B

Screen Options: Padded w/ Wheels

Color Option: Black

Qty:

2

Amount: \$999.90

[Edit \(/Baseball-Bullet-Junior-L-Screen?quantity=2&custcol338=4&custcol351=1&cartitemid=item20904set660333\)](#)

Order Summary

SUBTOTAL 12 ITEMS

\$8,703.76

Ship to: 50201 *

Shipping

\$367.48

Tax

\$609.26

ESTIMATED TOTAL

\$9,680.50

PROCEED TO CHECKOUT

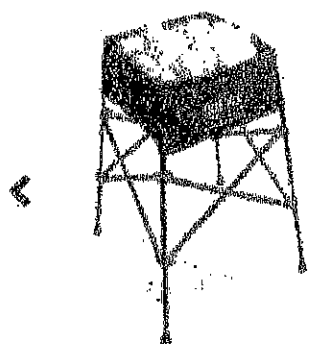


Have a Promo Code?



Tax Exempt or Paying With a Purchase Order? [Click for Details](#)

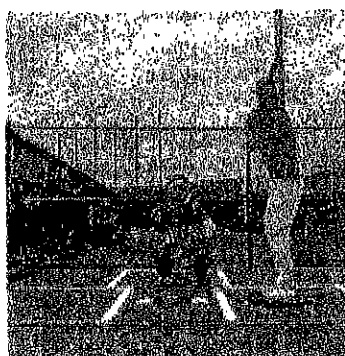
Recently Viewed



(/Jugs-Back-Saver-Ball-Basket)

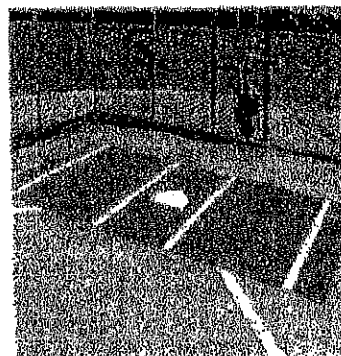
Jugs Back-Saver Ball Basket
(/Jugs-Back-Saver-Ball-Basket)

Price: \$130.99



(/Clay-Batting-Mat-Pro-with-Catchers-Extension)

Clay Batting Mat Pro With
Catcher's Extension (/Clay-
Batting-Mat-Pro-With-Catchers-
Extension)



(/6-x-12-Clay-Batting-
Mat-with-Inlaid-Lines-
and-Homeplate)

12' X 6' Clay Batting Mat Pro
With Inlaid Home Plate (/6-X-
12-Clay-Batting-Mat-With-

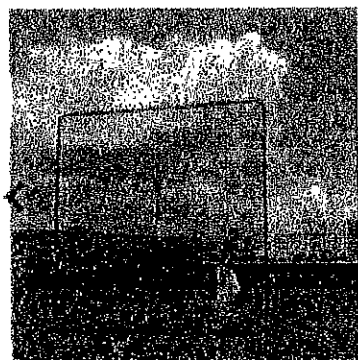


(/3x10-Jennie-Finch
Pitching-Mat-w
Powerline)

Jennie Finch Softball
Mat With Powerline (/Jennie-Finch-Pro-Pitc

00

Related Items



(/Fielders-Multi-Purpose-
Screen_2)

Premium 10' X 10' Field Screen
(/Fielders-Multi-Purpose-
Screen_2)

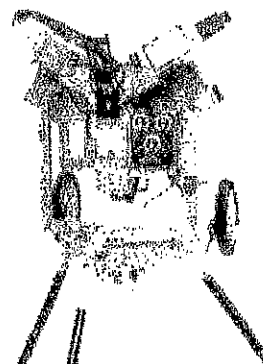
Price: \$399.99



(/Premium-L-Screen-
Starting-at-239)

Premium L-Screen (/Premium-L-Hack Attack Pitching Machine -
Screen-Starting-At-239)

Price: \$204.80 to \$327.78



(/Hack-Attack-Pitching-
Machine-Baseball)

Baseball (/Hack-Attack-
Pitching-Machine-Baseball)

Price: \$3,499.00



(/Junior-Hack-Atta
Baseball-Leg-Exten

Junior Hack Attack B
Extensions (/Junior-
Attack-Baseball-Leg-
Extensions)

Price: \$199.00

Beacon Athletics
8233 Forsythia Street, #120
Middleton, WI 53562

(800) 747-5985

Sold To:
CITY OF NEVADA
TIM HANSEN
1209 6TH STREET
NEVADA, IA 50201



visit our website at beaconathletics.com

Order Number: 0368788
Order Date: 7/24/2023
Salesperson: STE
Customer Number: B50201C
Project Mgr:

Ship To:
RHONDA MAIER
NEVADA PARKS / RECREATION
445 11TH STREET
NEVADA, IA 50201

Project name:

Customer P.O.	Ship VIA	F.O.B.	Terms
	FEDEX GROUND		NET 30

Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
195-100-701 BK	EACH	2.0	0.0	0.0	659.0000	1,318.00
L SCREEN 7X6 BLK KIT HEAVY NET						
w/ 192 PLY NET (192" = HEAVY NET)						
w/ PAD KIT AND WHEEL KIT						
COLOR: BLACK						
325-860-059	EACH	1.0	0.0	0.0	3,299.0000	3,299.00
HACK ATTACK BASEBALL JUNIOR PITCHING MACHINE						
325-860-019	EACH	1.0	0.0	0.0	3,299.0000	3,299.00
HACK ATTACK JUNIOR SB PITCHING MACHINE						
330-618-209	EACH	2.0	0.0	0.0	295.0000	590.00
JENNIE FINCH PITCHING LANE PRO 3X10						
INCLUDES CARRYING CASE						
301-605-079	EACH	2.0	0.0	0.0	32.0000	64.00
CHAMPRO BALL CADDY (SKU #NB33)						
110-177-105	EACH	2.0	0.0	0.0	365.0000	730.00
9-HOLE PITCHERS POCKET						
COLORS: BLACK						
110-810-299	EACH	2.0	0.0	0.0	599.0000	1,198.00
HOME PLATE AREA TURF MAT SET						
- 1/2" POLYPROPYLENE TURF WITH 5-MM FOAM BACKING						
- COLOR: CLAY						

(1) 6' X 12' GREEN HITTING MAT WITH 8' X 8' CATCHERS EXTENSION

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

Net Order:	10,498.00
Discount:	0.00
Freight:	1,300.00
Sales Tax:	0.00
Order Total (USD):	11,798.00

Our promise to our customers...

- Prompt response to your inquiries from knowledgeable and courteous staff
- Quality products that meet your demanding requirements
- Commitment to continuous improvement to achieve an exceptional customer experience

Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.

Tim Fretschmidt, Vice President



BEACON ATHLETICS SALES ORDER TERMS AND CONDITIONS

These Terms and Conditions apply to all sales by Beacon Athletics, LLC, a Wisconsin limited liability company ("Seller") to the entity identified on the sales order ("Sales Order") issued by Seller to the entity ("Buyer") to whom Seller shall sell certain goods ("Goods"). These Terms and Conditions together with the applicable Sales Order(s) (collectively, the "Agreement") constitute the entire agreement relating to the subject matter hereof and supercedes all prior or contemporaneous understandings or statements. Any terms submitted by either party which are in addition to or inconsistent with the Agreement (including, without limitation, any terms in a purchase order, order acknowledgment, quotation, invoice, bill of lading or other instrument) are not binding and are expressly rejected, unless agreed to in writing and signed by both parties.

1. **PRICES; PAYMENT.** The purchase price of the Goods will be as stated in the applicable Sales Order(s) ("Price"), which shall include any applicable sales tax unless Buyer first provides to Seller a valid tax exemption certificate. All Sales Orders are subject to credit approval by Seller. Unless specified otherwise in the relevant Sales Order(s), Buyer shall pay all amounts due for the Goods within thirty (30) days from the date of the applicable invoice, provided that Seller may require pre-payment of all or part of the Price as determined by Seller in Seller's sole and absolute discretion. All past due amounts shall bear interest at the lower of 1.50% monthly (18% annually) or the maximum amount allowed by applicable law. If Buyer fails to make payments or otherwise breaches a material obligation of the Agreement, Seller, may, at its option, by written notice to Buyer, terminate the Agreement or defer shipments or performance.

2. **CUSTOM ORDERS.** Custom specifications for Goods, if any, shall be detailed in the applicable Sales Order. Buyer shall be solely responsible for confirming that such specifications are designed to meet Buyer's requirements. Upon execution of the applicable Sales Order, Buyer assumes sole responsibility for the full cost of the custom Goods, including product cost, any related service (including but not limited to installation), and shipping costs.

3. **CHANGES AND CANCELLATIONS.** Buyer may not cancel or change a Sales Order without the written consent of Seller. In no event shall Buyer be entitled to cancel or change a Sales Order where Seller has scheduled shipment of the Goods within thirty (30) days of Buyer's request therefor. If Buyer desires to cancel or change an open Sales Order, Buyer must deliver a written request to Seller, which Seller may approve or reject in its sole and absolute discretion. Where Seller approves Buyer's request for cancellation or change to a Sales Order, Seller shall be entitled to charge Buyer, and Buyer shall be required to pay, a cancellation charge equal to the cost of work completed and/or charges for materials purchased for the Sales Order.

4. **DELIVERY.** Unless otherwise specified in the Sales Order, all Goods shall be shipped at Buyer's expense and all shipments are F.O.B. Seller's or its suppliers' distribution centers. Seller has the right to select the mode and carrier of shipment.

5. **INSPECTION FOR DAMAGES AND ACCEPTANCE.** Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods, confirm the receipt quantity and take photographs of the Goods and packaging condition. Unless Buyer provides Seller with written notice of claim for damaged Goods or shortages within five (5) business days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. Claims for damaged Goods due to shipping damages shall not be approved without photographic evidence of the Goods while on the shipping trailer.

6. **WARRANTIES.** Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any installer.

7. **REMEDIES.** In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.

8. **LIMITATION OF LIABILITY.** Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



9. **INDEMNITY.** Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.

10. **COPYRIGHTS AND LICENSES.** Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof. Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations.

11. **FORCE MAJEURE.** Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control, including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.

12. **GOVERNING LAW.** The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in, the State of Wisconsin.

13. **ACCEPTANCE.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.

14. **MISCELLANEOUS.** The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement, without the other party's prior written consent. No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #: _____

Seller:

BEACON ATHLETICS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Buyer:

By: _____

Name: _____

Title: _____

Date: _____

INDOOR PLAYGROUND TURF

ForeverLawn®

DES MOINES

515-229-1849

Office: 2310 SE Delaware Ave. Suite G #293
Ankeny, IA 50021

Email: sawyer@dm.foreverlawn.com

Mail: PO Box 65, De Soto, KS 66508

Name / Address
Ryan Chandler 2310 SE Delaware Avenue Suite G #293 Ankeny, IA 50021

Estimate

Date	Proposal No.
6/21/2023	23175

Project	23175 Nevada Fieldhouse
Ship To	1545 Fawcett Pkwy Nevada, Iowa 50201
Rep	Payment Terms
RC	50% down, 50% upon completion

*Thank you for this opportunity!
We look forward to working with you!*

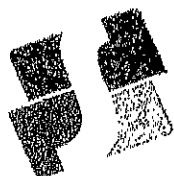
Qty	Description	Unit Price	Total
1	<p>ForeverLawn Playground Grass Discovery</p> <p>This project is turnkey, delivered and 590 square feet installed. This project includes installation of Playground Grass Discovery, 1.5" SafetyFoam Pro fall attenuation material for a maximum 5' CFTL and all supplies -- seam tape, glue, etc.,</p> <p>***SafetyFoam Pro panels and turf to be installed over concrete.***</p> <p>If an on site dumpster is not available for trash and scraps from this project, dumpsters can be provided for an additional cost. Please advise at least two weeks prior to installation work beginning if supply of a dumpster(s) is necessary.</p> <p>***Weather must be sustained 45 degrees or above to install ForeverLawn products.***</p> <p>***ForeverLawn Des Moines assumes no responsibility and provides no warranty for settling of pre-existing soil on site OR REFLECTIVE LIGHT from high efficiency windows.***</p>	12,812.00	12,812.00
		0.00	0.00

Payment Terms: 50% Down, 50% Upon Completion
Check, Credit, Cash Accepted

Total \$12,812.00

Terms & Conditions: Prices listed on proposal are valid for a period of 30 days. See attached page 2 for full Terms and Conditions.

PLEASE SIGN and DATE HERE TO ACCEPT:



COMMERCIAL RECREATION SPECIALISTS

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9180
Ph: (877) 898-8442 Fx: (608) 848-8782
43-2046045

Page: 1

Quote

Quote Number: 0023081
Quote Date: 6/13/2023

Bill To
City of Nevada Parks & Rec 825 15th Street Nevada, IA 50201

Bill To
City of Nevada Parks & Rec 4-Plex Baseball/Softball Field 825 15th Street Nevada, IA 50201 Ph: 515-382-4362

Customer ID	Customer PO Number	Sales Rep Name
CITY OF NEVADA		Cole Moeller
Valid Through	Shipping Method	Payment Terms
7/13/2023	BEST WAY	SEE BELOW

Item	Description	Quantity	Unit Cost	Amount
Surfacing Options				
/99999 SAFETY SURFACE	Synthetic Turf 56oz w/ Envirofill 6' CFH 2.5" base, 1-3/4" Turf	1.00	30,993.34	30,993.34
/99999 SAFETY SURFACE	Poured in Place 2.75" thickness for 6' CFH Color is 60/60 black/standard; aromatic binder included Concrete subbase by others Indoor Install Standard Warranty is 6 years	1.00	24,089.80	24,089.80
/99999 SAFETY SURFACE	DuraSAFE "Plus" Tiles 2.75" thickness for 6' CFH Transition soffRAMP KL "Plus" included Install Included	1.00	24,040.37	24,040.37
/99999 SAFETY SURFACE	DuraSAFE "Premium" Tiles 2.75" thickness for 6' CFH Transition soffRAMP KL "Plus" included Install Included	1.00	27,896.71	27,896.71

Continued



HAROLD PIKE CONSTRUCTION COMPANY

180 N. BERMAN AVE. P.O. BOX 488 AMES, IOWA 50010 • PHONE: 515-292-8188 • FAX: 515-292-7818 • WWW.HPCCONSTRUCTION.COM

05/01/2023

RMH Architects
1615 Golden Aspen Drive, Suite 110
Ames, Iowa 50010
Phone: 515-292-6075

Attn: Jeff Harris, AIA
RE: Nevada Field House
HPC-023 — ASI-05 Add Safety Turf in Play Area 114

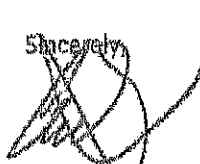
Dear Jeff,

Regarding the above referenced project, please consider this our revised cost to make the changes outlined in PR No. HPC-023 — ASI-05 Add Safety Turf in Play Area 114, attached with breakdown.

Total Add \$ 19,892.00

If this price is acceptable, please acknowledge and let us know as soon as possible and include in the issuance of formal Change Order. If you have any questions, please contact Steven Kirts or me to discuss.

Sincerely,



Curtis Pike
CP/sk



Go Beyond the Surface
a DIVERZIFY company

1225 Tri State Parkway, Ste 510
Gurnee, IL 60031
Ph: 847.245.8450
Fax: 847.245.8590
www.kieferusa.com

KIEFER USA CHANGE ORDER PROPOSAL

Attn: Steve Kirts
Project: Nevada Fieldhouse
Nevada, IA
Date: April 28th, 2023
Spec Sections: 096253 - Synthetic Turf Flooring

Work ADDED to Original Contract.

Area	Scope of Work	Cost
Play Area	<p>096253 - Synthetic Turf Flooring</p> <ul style="list-style-type: none"> • Furnish and Install Kiefer USA ULTRA40 Synthetic Turf System. Turf System to be Infilled with Silica Sand. • Turf Includes Brock PBYSR Shock Pad with a Fall Height of 60" Beneath System. • Includes Floor Levejer between Kiefer USA ULTRA40 Synthetic Turf and Mondo Advance Resilient Athletic Flooring. 	
	TOTAL LUMP SUM PRICE	\$ 18,250.00

This proposal-pricing letter is valid for 30 days from the date of proposal, as noted above. If the above pricing is acceptable, please sign below, and return to our corporate office with your purchase order as soon as possible, so we may proceed as per the project requirements. If you have any questions regarding this proposal, please contact Michael Mattea at 847.245.8450, ext. 125.

Respectfully Submitted,


Ron DeVeyer
Regional Sales Manager
Kiefer USA


Michael Mattea
Project Estimator
Kiefer USA

Accepted By:

Name Date

Company Title



RESOLUTION 009 (2023/2024)

Resolution Approving **Amended** Development Agreement with AK System Solutions LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Nevada, Iowa (the "City"), previously approved a Development Agreement with AK System Solutions LLC (the "Company"), Resolution No. 063 (2022/2023), dated December 12, 2022; and

WHEREAS, AK Systems Solutions LLC has requested additional time from the original closing of the Real Estate Transaction by no later than February 1, 2023 in Section A.1 of the agreement, to be extended to October 1, 2023.

WHEREAS, an Amended development agreement (the "Agreement") between the City and the Company has been prepared in connection with the acquisition of certain City-owned real property and the construction of a cold storage warehouse for use in the Company's business operations in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Company in a total amount not exceeding \$500,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on December 12, 2022, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors; and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Nevada, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Amended Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "AK System Solutions LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Lot 3 in Airport Road Plat 6, an official plat in the City of Nevada, Story County, Iowa.

Section 5. The City hereby pledges to the payment of the Agreement the AK System Solutions LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the AK System Solutions LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County to evidence the continuing pledging of the AK System Solutions LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved August 14, 2023.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and AK System Solutions LLC (the "Company") as of the ____ day of _____, 2022 (the "Commencement Date").

WHEREAS, the City has established the Nevada Urban Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the City owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Company has proposed to acquire the Property and to undertake the construction of a cold storage warehouse (the "Project") thereon for use in its business operations; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of undertaking the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the "Base Valuation") of the Property shall be the assessed taxable valuation of the Property as of January 1, 2023; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development projects; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Property Acquisition. The Company agrees to acquire the Property from the City at the purchase price of \$_____ (the "Purchase Price"). The real estate transaction (the "Real Estate Transaction") for the conveyance of the Property will be documented and conducted through separate purchase agreements, deeds of sale and related documents to be mutually negotiated and agreed to by the City and the Company. The Company agrees to cause the closing of the Real Estate Transaction by no later than October 1, 2023 (the "Real Estate Transaction Closing Date").

2. Project Construction. The Company agrees to undertake the Project on the Property. The Company agrees to commence construction of the footings for the Project within one year (the "Commencement Date") of the Real Estate Transaction Closing Date.

The Company has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City which was approved on _____, 2022 and is attached hereto as Exhibit B. The Company agrees to construct the Project in substantial conformance with the Site Plan and the City's zoning, land use, building and safety codes and regulations. The Company further agrees to substantially complete such construction by no later than June 30, 2024.

The Company agrees to ensure that the Project is used in the business operations of the Company (the "Operational Requirement") throughout the Term (as hereinafter defined) of this Agreement.

Further, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

3. **Company's Operational Certifications.** The Company agrees to certify (the "Operational Certification") to the City by no later than October 15 of each year during the Term commencing October 15, 2025, that the Company owns the Project and that the Company is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Company is in compliance with the Operational Requirement.

4. **Property Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

5. **Property Tax Payment Certification.** For purposes of this Agreement, "Annual Percentage" shall mean the annual percentage in effect from time to time as set forth in the following table:

Payment Year	Annual Percentage
First Payment Year	75%
Second Payment Year	60%
Third Payment Year	50%
Fourth Payment Year	50%
Fifth Payment Year	25%

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2025, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company's Estimate, the Company will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the Worksheet required under this Section A.5.

6. Default Provisions.

a. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to acquire the Property pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to commence construction of the footings for the Project pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (iv) Failure by the Company to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.
- (v) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (vi) Failure by the Company to maintain compliance with Sections A.3 and A.5 of this Agreement.
- (vii) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to;

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

- (iii) To the extent that the Company fails to commence construction of the footings for the Project by the Commencement Date, the City shall have the unconditional right, at its option, to acquire (the "Acquisition Option") the Property, and any improvements thereon, from the Company at a price equal to seventy-five percent (75%) of the Purchase Price, as defined in Section A.1 above. The City shall exercise its Acquisition Option by providing the Company with written notice within one hundred twenty (120) days of the Commencement Date.

Upon exercise by the City of the Acquisition Option, the Company shall take all reasonable steps to ensure that the City acquires marketable title to the Property within sixty (60) days of the City's demand, including without limitation, the execution of appropriate deeds and other documents. The Company shall also ensure that upon closing, the Property shall be free and clear of all encumbrances, mortgages and liens (including any mechanics liens). This Agreement shall automatically terminate upon the perfection of the Acquisition Option.

The City's security in this section A.6.b(iii) shall be released and no longer in any force or effect following commencement of construction of the footings as required by this Agreement.

7. **Legal and Administrative Costs.** The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the Initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. **Payments.** In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$500,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Incremental Property Tax Revenues received by the City from the Story County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

Each Payment shall not exceed an amount which represents the then-current Annual Percentage factored against the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2025. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2027 and continuing to, and including, June 1, 2031, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2031.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2025) provided, however, that no Payment shall exceed an amount which represents the Annual Percentage of Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2031 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

By: _____
Brett Barker, Mayor

Attest:

Kerlin Wright, City Clerk

AK SYSTEM SOLUTIONS LLC

By: _____
[Name, Title]

Kent Haines, Co-Owner

Item # 8A
Date: 8/14/23

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 8/14/23 Council Agenda

Business Name Nevada Soyces Lincoln Hwy Days Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

7-21-23
Date

7.4.2
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

COMMENTS/OR REASONS IF DENIED: (Write on back or another sheet if needed)

No orders



NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593

Ricardo Martinez II
Public Safety Director



Chris Brandes
Chief of Police

Ray Reynolds
Director of Fire & EMS

Date: August 3rd, 2023

Jeremy Meyer
P. O. Box 284
Nevada, Iowa 50201
C: 641-521-8337
E: jmeyerdc@gmail.com

Ref: 2023 Lincoln Highway Days Beer Garden

Dear Jeremy:

Thank you for your email dated Monday, July 31st, 2023 and follow up phone call, requesting on behalf of the Jaycee's, to host a beer garden at the Story County Fairgrounds during Lincoln Highway Days. The beer garden is to be located at the Bob Williams Pavilion, also known as the Horse Arena. The event is to take place on Saturday, August 26th, 2023. This event is scheduled to begin at 8:00pm and last until 11:30pm. You anticipate the beer tent will be empty at midnight.

You are requesting to sell alcohol as part of the Truck and Tractor pulls on August 25th. The beer sales location will be located near the Williams Pavilion and sales will be from 5:00pm until midnight.

In addition to hosting the beer garden, you are requesting to have two (2) individual beer sales locations prior to the beer garden on August 26. The first beer sales location will be located at Williams Pavilion and sell alcohol from 11:30am until 7:00pm when the beer garden opens. This site will be the location of alcohol sales during the beer garden. The second beer sales location will be located inside the rodeo area along G Avenue and will sell alcohol from 5:00pm and end no later than 9:00pm. At least one of the locations is required to have seating for a minimum of twenty-five (25) people. There will be seating located in the vicinity of the Williams Pavilion.

This request is APPROVED under the following conditions:

- A map of the dimensions of the beer garden is on file and approved with the City of Nevada
- No Parking of vehicles north of the Bob Williams Pavilion, up to and including the south side of the access road
- All Fire Inspections requirements are met and approved by the Director of Fire and EMS
- Licensing and approval from the Alcohol Beverage Division (ABD) is in place
- Current Dram Shop Insurance is in place and filed with ABD and the City of Nevada
- Allow Emergency traffic access if necessary
- Advance payment for Police Services of the event

The Nevada Public Safety Department will provide "No Parking" signs at no cost to you. Call in advance to pick up the signs at the police station. You will be required to post the signs. **You will be responsible for collecting these signs and returning them to the Nevada Public Safety Department following the event.**

Two NPSD Officers are required at the beer garden. Officers are required to be at the event thirty (30) minutes prior to the start of the event. In this case, 7:30pm. Officers will remain on scene unless required to respond to an emergency situation. The cost of Police Services is \$55 per hour per Officer with a two hour minimum; total cost in this case is \$495.00 (2 Officers X 4.5 hrs X \$55 per hour)

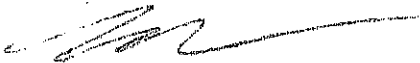
Officers are not required at the two beer sales locations nor the Truck and Tractor Pull.

You are responsible for obtaining any liability insurance necessary to protect you against any claims brought in connection with this event. The City of Nevada is not liable for any injuries or claims made by participants.

Should you need street barricades, cones, or any other items please contact Nevada Street Department Superintendent Joe Mousel between 8:00 a.m. and 4:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of City of Nevada barricades and equipment. It is your responsibility to make these arrangements.

Should you have any other questions please contact me. A scanned copy of the approval should be sufficient for any questions that may occur.

Respectfully,



Chris Brandes
Chief of Police
Nevada Public Safety Department

Cc: Jordan Cook, City Administrator
Joe Mousel, Street Department
Command Staff NPSD
Mayor, City Council



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

NEVADA JAYCEES

NAME OF BUSINESS(DBA)

The Nevada Jaycees

BUSINESS

(515) 460-1414

ADDRESS OF PREMISES

90 I Avenue

PREMISES SUITE/APT NUMBER

CITY

Nevada

COUNTY

Story

ZIP

50201

MAILING ADDRESS

PO Box 52

CITY

Nevada

STATE

Iowa

ZIP

50201

Contact Person

NAME

William Harrison

PHONE

(515) 460-1414

EMAIL

bharrison83@gmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Special Class C Retail Alcohol License

5 Day

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

Aug 25, 2023

TENTATIVE EXPIRATION DATE

Aug 29, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Nonprofit corporation organized under chapter 504.

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
William Harrison	Ames	Iowa	50010	Board Member	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Illinois Casualty Co

Aug 25, 2023

Aug 30, 2023

DRAM CANCEL DATE

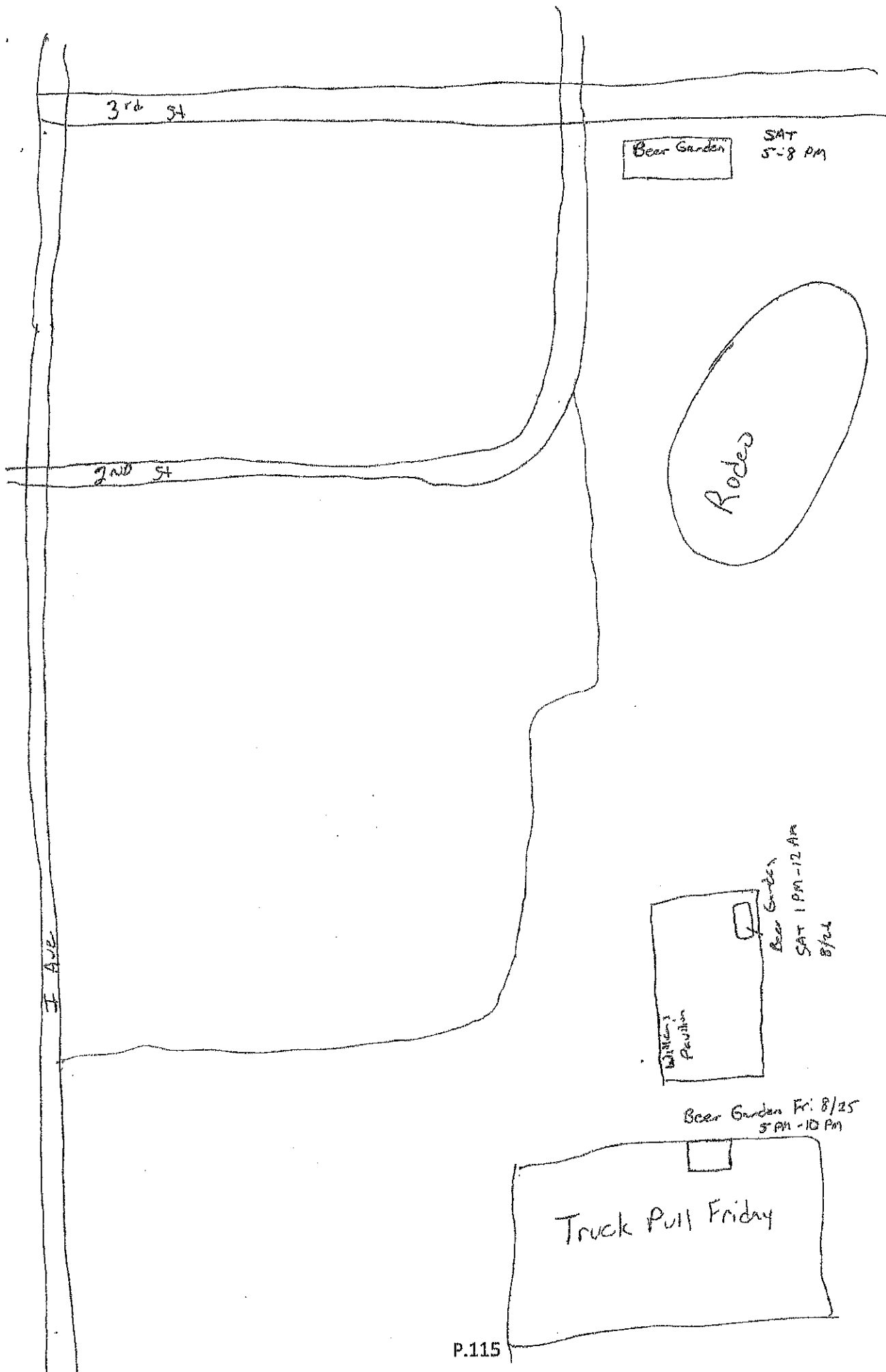
OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



ITEM # 8B
DATE: 08-14-2023

COUNCIL ACTION FORM

AGENDA ITEM: Approval request to purchase bunker gear.

HISTORY: The Nevada Fire Department has 39 members who are assigned to fight fires with 10 additional members as EMS or support operations. The standard for bunker gear is 10 years until it is required to be replaced. With the addition of several new members, the department is seeking to replace or purchase 5 sets of bunker gear. The department has budgeted \$20,000 in the capital budget specifically for new bunker gear.

Bids were obtained from three companies. Last year the department purchased 3 trial wear sets of Fire Dex gear at factory cost. This trial program allowed our department to buy three sets at \$2500. Our trial gear was put in the hands of firefighters who are the most active. All three report being highly impressed with the wearability and heat release of the Fire Dex gear.

TTP is the Thermal Protective performance or the ability to shield a firefighter from burns. NFPA 1971 is the performance standard for gear. An average rating of 35 will protect a firefighter from 1600F flashovers for 17.5 seconds before suffering 2nd degree burns. However, the higher the rating the more the gear weighs and will cause increased fatigue for firefighters.

THL is the Total Heat Loss. The larger the number above 248, the better heat and moisture can be off loaded from gear to prevent heat stroke. The right balance of TTP and THL is what we are seeking.

Bid #1- \$19,475 is the quote for 5 sets of Fire Dex bunker gear from Danko Emergency Equipment with a TTP of 37.5 and THL 347.70. This gear meets NFPA 1971 and is the preferred gear of our members because it also has deeper pockets for gloves and tools. Danko warranties the fit to be correct or they replace pants and jacket at no cost.

Bid # 2- \$14,250 is a quote from Feld Fire for Armor AP with a TTP rating of 42.8 and a THL of 281.70. The concern is the fire rating may be too heavy allowing more heat to be retained causing increased risk of heat exhaustion. This is their cheapest gear but does meet NFPA breathability standards. A TTP of 42.8 is very heavy gear with more layers of insulation.

Bid #3- \$19,925 is a quote from MES for Morning Pride gear with a TTP rating of 41.9 and a THL of 269.3. The thermal rating is slightly higher but the heat and moisture

release is not very good in performance. The gear has no warranty beyond a 30 day return. The pockets are only 7X9 inch and not the deep 10 X 10 pockets.

All three sets of gear will work for the department but our experience with buying the cheapest gear in the past proved that the wearability barely made it past 7 years, let alone the 10 years required by NFPA. Replacing the cheaper gear may have to be completed on a more frequent basis if bid #2 is selected. Our previous field test with Fire Dex showed it to be durable and very breathable. The members really like the way Fire Dex gear feels during firefighting operations. Having the highest THL rating of the three sets, the improved ability to return the gear to normal temperatures will also reduce the cancer risk for our firefighters.

The replaced gear will be used as a second set for firefighters. NFPA recommends two sets of gear for every firefighter. We are not there yet, but for several members who have new gear from previous grants and purchases, they maintain a current set of gear and an expired set, in case they need to wash their new gear after a fire. This allows them to always have gear and be operationally ready.

OPTIONS:

1. Purchase bid #1 for a minimum of 5 sets of bunker gear from Danko at the cost of \$19,475.
2. Consider purchasing the cheapest option bid #2 for \$14,250 and evaluate it's wearability for replacement sooner than 10 years.
3. Reject all bids and have staff seek other options.

STAFF'S RECOMMENDED ACTION:

The Public Safety Director and Director of Fire and EMS recommends approval of option #1. The city has continued to support initiatives to protect our volunteer firefighters. Bunker gear is a critical component of the protection.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1.

**Danko Emergency Equipment**

PO Box 218
302 E 4th Street
Snyder, NE 68664-0218 USA
Phone: 402-568-2200
sales@danko.net
www.danko.net

Estimate No: 29011

Friday, March 24, 2023

Page 1 of 1

*Account Address:***Attention:****NEVADA FIREFIGHTERS, INC.**

P.O. BOX 24
NEVADA, IA 50201
Phone: 515-382-4593

*Shipping Address:***NEVADA FIREFIGHTERS, INC.**

ATTN: FIRE DEPT
1209 6TH STREET
NEVADA, IA 50201

Ship Via	Shipping Terms	Prices are Valid Until
BEST WAY	Freight Will Be Added To TI	Friday, March 31, 2023

Line #	Part ID:	Description	Qty	Price	Extended
		Freight Will Be Added To The Invoice			
1	FID	FIRE-DEX TECGEN71 COAT AND PANT BLACK COAT OUTER SHELL 30" COAT WITH DRD. 6.5 OZ TECGEN71. BLACK THERMAL LINER (R1) 5.6 OZ CORE CXP™ 1 - LAYER MOISTURE BARRIER (F) 5.5 OZ STRDAIR 4000 CLOSURES XC40 ZIPPER / WOVEN HOOK AND LOOP PANT OUTER SHELL 6.5 OZ TECGEN71. BLACK THERMAL LINER (R1) 5.6 OZ CORE CXP™ 1 - LAYER MOISTURE BARRIER (F) 5.5 OZ STRDAIR 4000 CLOSURES XC50 WOVEN HOOK AND LOOP / HOOK & D	5.00	3,895.00	19,475.00

Contact

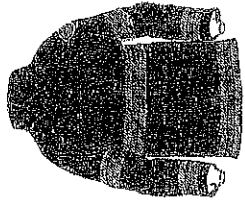
Salesperson: Monty Boeke
Contact Phone: 319-488-6017
Email: monty@danko.net

Sub Total **\$19,475.00**
Tax **\$0.00**
Total Price **\$19,475.00**



Quoted By: DANKO EMERGENCY EQUIPMENT
Prepared By: Monty Bocke
Salesman
Address: 719 E Chesnut
Hubbard, IA 50122
Phone: 319-488-0017
Email: monty@dankequip.com
Nevada TEGEN71
148378
FWID: PXR Turnout Gear Coat & Pant
Item: FireWilder 2023 - Effective 3/0/23
Contract:

PRODUCT PREVIEW



COAT SPECIFICATIONS
Coat Outer Shell: 30" Coat with DRD, 6.5 oz. TEGEN71, Black
Coat Thermal Liner: (R1) 5.6 oz CoreCXP™ 1 - Layer
Coat Moisture Barrier: (F) 5.5oz Stadia® 4003
Coat Closure: XQ40 Zipper / Women Hook and Loop
Coat Trim Style: 3" NYC 3M™ Scotchlite™ Comfort Trim, Lined/Silver

COAT PATTERN, LINER, PATCHES AND LABELS OPTIONS
XMEFR Nomex® American Flag, Right Arm

LETTERING

Text: NEVADA
Post: 2, 3" Scotchlite™ Linc, XL100 - Seven Direct Lettering
Text: FF NAME
Post: 9, 3" Scotchlite™ Linc, XL802 - Hanging Patch, 6", 2-Layer Shell,
Hook & Loop and Snap, No Reflective Trim

COAT REINFORCEMENTS

Knee Reinforcement: XMO1 Kilti Wrist with Thumb Loop, Nomex®
(Black)
Cuff Reinforcement: Standard Cuff, Black, PCA (Polymer Coated Aramid)
Shoulder Reinforcement: No Reinforcement
Elbow Reinforcement: No Reinforcement

COAT MIC CLIPS AND STRAPS

XMO13 Mic Clip: 1 x 3 Shell
Left Qty: 1
XMO8 Survival® Flash Holder without
Right Qty: 1

LETTERING PREVIEW

1. NEVADA
2. NEVADA
FWID: 148378 prepared on 6/28/2023 12:30:54 PM page 1 of 2

COAT POCKETS
Chest Pocket - Left: (OP742) Radio Pocket 7 x 4 x 2
Double Nitch
Hand Pocket - Left: (OP60) Full Bellow Handwarmer 10x10x2
Hand Pocket - Right: (OP60) Full Bellow Handwarmer 10x10x2
9. FF NAME

PANT SPECIFICATIONS

Pant Rise: Mid-Rise
Pant Rear Panel: No Rise Panel
Pant Outer Shell: 6.5 oz. TEGEN71 - Black
Pant Thermal Liner: (R1) 5.6 oz CoreCXP™ 1 - Layer
Pant Moisture Barrier: (F) 5.5oz Stadia® 4003
Pant Closure: XQ50 Women Hook and Loop / Hook & D
Pant Trim Style: 3" aramid cuffs - 3/4" Scotchlite™ Comfort Trim
Lined/Silver

PANT SUSPENDERS

MCXC - Post Attachment, X-Back, Black Webbing, Padded with Cam
Lock (Max Length: 54")

PANT TRAPS AND OPTIONS

XMO58 Takeup Strap: Nomex® Wrapping (Select up to 2 on pant fees of
charges)
Left Qty: 1, Right Qty: 1
XMO57 Wide Belt Loop 4 x 5 Shell
Qty: 5
XMO68 Kevlar® Belt

PANT POCKETS

Front Pocket - Left: (OP18102) Full Bellow Cargo Pocket 12 x 10 x 2
Front Pocket - Right: (OP12102) Full Bellow Cargo Pocket 12 x 10 x 2

PANT REINFORCEMENTS

Knee Reinforcement: STS 1-Layer Knee (Foam Encapsulated in Moisture
Barrier), Black, PCA (Polymer Coated Aramid), 11" STS
Cuff Reinforcement: DextCuff - Reverse Tapered Cuff, Black, PCA
(Polymer Coated Aramid)
Leg and Crotch Reinforcement: No Reinforcement

TPP (Before Weaving, NEPA minimum =
35) THL (NEPA Minimum =
35) 347.711 W/m²
37.50 cal/cm²

Bid #2



WE'VE GOT YOU COVERED

Date: July 12, 2023
Quote #: [100]
Customer ID: [ABC12345]

To: Nevada FD Ship to: [Name]
[Company Name]
[Street Address]
[City, ST ZIP Code]
[Phone]

Salesperson Job Shipping Method Shipping Terms Delivery Date Payment Terms Due Date
Reynolds

Qty	Item #	Description	Unit Price	Discount	Line Total
1.00	2022552	Veridian Bunker gear/spec	\$ 2,850.00		\$ 2,850.00

Subtotal \$ 2,850.00
Sales Tax
Total \$ 2,850.00

~~\$14,250~~

Thank you for your business!



Veridian
3710 West Milwaukee St.
Spencer IA 51301
USA

Phone: 712-262-5200

Fax: 712-262-5875

Quote Number: 2022552

QUOTE

Page: 2 of 3

Veridian orders are built to your custom specification; return for refund is not permitted.

To help serve you better, Veridian accepts credit card payments. Veridian will assess a 3% convenience charge for choosing credit card method of payment. Late payments will be subject to finance charges of 1.5% per month.

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	CVEL-826-928-C2-BBB		1.00EA		
		Style: Velocity Coat Compliance Level: NFPA 1971 Coat Length: 32 Tabless Collar Design Yocco Harness Outer Shell Material: Armor AP Color: Black Moisture Barrier: Stedair 4000 Thermal Barrier: Caldura SL21 Liner Style: Neo Binding Inspection Port Closure (Outer/Inner): Hook & Loop / Zipper Double Stitch Hook & Loop (Closure/Pocket) Reflective Trim: 3M COMFORT Trim Lime Yellow Triple Trim Trim Application Style: New York Style Coat Wristlet: Nomex Black Thumb Thru Cuff: Poly Coated Kevlar Black POCKETS: Qty: 2 Semi Bellows Handwarmer w Thermal Kevlar Twill Fully Lined 8" x 8" x 2" Qty: 1 Radio w T Flap Neoprene Lined 7" x 4" x 2" Left chest Qty: 2 Easy Grab Flap self material ACCESSORIES / DECORATION: Qty: 1 Mic Tab 1" x 3" above radio pocket Qty: 1 Flashlight Snap/Strap (Survivor) right chest Decoration: American Flag Nomex Field Right upper right arm LETTERING: Letter Application Style: Name Direct Lettering 3in 3M Scotchlite Lime/Yellow Solid Text: NEVADA top yoke Letter Application Style: Name Tail Patch 3in 3M Scotchlite Lime/Yellow Solid See TEXT1 Information in the comments section for garment specific spelling details. at hem of coat			

Project ID: Nevada, IA

(R. 35)
Oversize charges will apply for chest sizes greater than 2XL. 56-58 inches add 10%. 60-62 inches add 15%. 64-66 inches add 20%.
Over 68 inches add 25%.

Text1: FF NAMES



Veridian
3710 West Milwaukee St.
Spencer IA 51301
USA

Phone: 712-262-5200

Fax: 712-262-5875

Quote Number: 2022552

QUOTE

Page: 3 of 3

2 TVEL-826-928-C1-BBB

1.00EA

Style: Velocity Trousers w/ Angled Cuff Semi-High Back w/ External Kevlar Belt
Compliance Level: NFPA 1971

Outer Shell Material: Armor AP Color: Black

Moisture Barrier: Stedair 4000 Thermal Barrier: Caldura SL21
Liner Style: Neo Binding Inspection Port

Closure (Outer / Inner): Snap Hook & Dee/Hook & Loop
Double Stitch Hook & Loop (Closure / Pocket)

Reflective Trim: 3M COMFORT Trim Lime Yellow Triple Trim Trim Application Style: NFPA
Basic

Cuff: Poly Coated Kevlar Black
Knee: Black Poly Coated Kevlar Padded Reinforced Knee

POCKETS:
Qty: 2 Bellows 10" x 10" x 2"
Qty: 2 Easy Grab Flap self material

ACCESSORIES:
Qty: 2 Side Take Up Straps
Belt Loops 4" x 5" - 5 loops
SUSPENDER: VB-580X-S-R

Project ID: Nevada, IA

(R. 35)
Oversize charges will apply for waist sizes greater than 2XL. 50-52 inches add 10%. 54-56 inches add 15%. 58-60 inches add 20%.
Over 60 inches add 25%.

Moisture barrier and thermal liner knee reinforcement sewn to thermal liner (standard). 8 leather reinforced suspender buttons.

Items manufactured in USA.

These commodities licensed by U.S. for ultimate
destination USA. Diversion contrary to U.S. Law
prohibited.

All prices reflect U.S. dollars.

Lines Total

Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00

Quote Total



(877) 637-3473

Quote

Quote # QT1721630
Date 07/20/2023
Expires 08/04/2023
Sales Rep Bayne, Joe
PO # Chief Ray Reynolds
Shipping Method FedEx Ground
Customer NEVADA FIRE DEPARTMENT (IA)
Customer # C31071

Bill To
NEVADA FIRE DEPARTMENT
P.O. BOX 530
NEVEDA IA 50201
United States

Ship To
NEVADA FIRE DEPARTMENT
1209 6th Street
NEVADA IA 50201
United States

HFRP Tail Coat	SPEC ID: IANEVA00011	SPEC ID: IANEVA00011 HFRP Tail Coat LTO 62QG TAILS BLACK	5	\$2,335.00	\$11,675.00
Custom HFRP Pro Fit Pant	SPEC ID: IANEVA00012	SPEC ID: IANEVA00012 Custom HFRP Pro Fit Pant MPL 62QC PANTS BLACK	5	\$1,650.00	\$8,250.00

MORNING PRIDE TAILS & PROFIT PANT

Subtotal	\$19,925.00
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$19,925.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1721630

Honeywell First Responder Products Clothing Specification Quote

Expires 09/30/2023	Fire Dept. Nevada Fire Dept	IANEVA
Freight Will be your responsibility	Dealer Mes-Mid America	MES006
Delivery On Partner Port		

Specid IANEVA00011 Spec Date 07/20/2023 Quote # SP23614IANEVA

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.
Any additions or deviations from original quote must be on order and are subject to additional cost.

LTO 62QG Tails Black TPL: 269.3
TPP: 41.8

REV1

*** Revision 1 ***

LTOTOS62B	LTO Tail Outer Shell - PBI Max PF Zero
LTOTTLQ	LTO Tail Thermal Liner -7.7 osy Caldura SL21
LTOTMBG	LTO Tail Moisture Barrier -5.5 osy Stedair 4000
IPLC	(O20) Std -Inspection Port Liner
LNDC	Std-Liner detachable
PKTLSTD	Std -Liner Label Pocket
RS-RRSAC	(R01) Std-Articulating Rapid Rescue Strap
SATUPST-62B	(O01) Std -Take Up Straps - 2 Postman
TLWH	(W50) Std -Wristlets- Long Hybrid with tabs - Nomex
OPTLDRP-5	*** TAIL DROP - 5" ***
TRC304M-CTL	(T54) Trim -(T54) NEW YORK - Comfort line SL (3") NO WARRANTY
LTBACK-62B	Back Patch - PBI Max PF Zero <NEVADA>
LT3S06-SL	6 -3" sewn letters -line Scotchlite
LTHEMV-62B	Hem Patch w/Velcro - PBI Max PF Zero - FF LAST NAME (1st INITIAL when specified) - Avg 7 Letters - OK to use 2" letters to fit
LT3S07-SL	7 -3" sewn letters -line Scotchlite
PO-EUS-L	(O17) Embroidered American Flag -- right sleeve
CLV2ZT-62B	(B50) T Closure - 2" Velcro/Zipper Interior
LN05	(S03) Liner within 1" of Hem
LNDAPC	(O50) Dead Air Panels

This quote, which received special pricing in consideration for services you as a dealer provided, cannot be used to offer pricing to any Federal Agency US Military branch, the National Guard or the Coast Guard. If you receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be used to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for your direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products.

ANGR 07/20/2023 11:46:24 AM

Page # 1 of 2

Honeywell First Responder Products Clothing Specification Quote

Expires	09/30/2023	Fire Dept.	Nevada Fire Dept
Freight	Will be your responsibility		IANEVA
Delivery	On Partner Port	Dealer	Mes-Mid America MES006
Specid	IANEVA00011	Spec Date	07/20/2023
		Quote #	SP23614IANEVA
To assure you receive this special pricing, the above quote number must appear on all orders referenced to same. Any additions or deviations from original quote must be on order and are subject to additional cost.			

LTO 62QG Tails Black

CFCC-ARB	Coat Cuffs - Arashield - Black
PKHBLN-62B	Half Hi Bellows Pockets - PBI Max PF Zero -- 7 x 9 x 1.5
PKGF-ARB	E Z Grip Flaps - Arashield - Black
PKBLCHW-FLC	Handwarmers behind Bellows Pockets - Fleece
PKMT-62B	Mic Tab - PBI Max PF Zero -- left chest -- 0.5 x 2.5 - Place above radio pocket
PKRD-62B	Radio Pocket - PBI Max PF Zero -- left chest -- 8 x 3 x 2
PKSEWND-62B	Sewn D-Ring - PBI Max PF Zero - Black -- right chest

****28 FRONT LENGTH & LONGER**

5" Tail Drop & Liner within 1" of Hem

Spec Limitation:

**** Half Hi Bellows Pockets - 7" x 9" x 1.5" with radio pocket in chest position will not fit on 24 front length & shorter - A SPEC MUST BE CREATED PRIOR TO SUBMITTING AN ORDER**

This quote, which received special pricing in consideration for services you as a dealer provided, cannot be used to offer pricing to any Federal Agency US Military branch, the National Guard or the Coast Guard. If you receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be used to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for your direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products.

ANGR 07/20/2023 11:46:24 AM

Page # 2 of 2

Honeywell First Responder Products Clothing Specification Quote

Expires 09/30/2023 Freight Will be your responsibility Delivery On Partner Port	Fire Dept. Nevada Fire Dept IANEVA Dealer Mes-Mid America MES006
--	---

Specid IANEVA00012 **Spec Date** 07/20/2023 **Quote #** SP23614IANEVA

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.
Any additions or deviations from original quote must be on order and are subject to additional cost.

	MPL 62QG Pants Black	THL: 288.3 TPP: 41.8
PROFIT	*****PRO FIT DESIGN*****	
REV1	*** Revision 1 ***	
MPLPOS62B	MPL PRO FIT -Pants Outer Shell - PBI Max -PF Zero- Black	
MPLPTLQ	MPL PRO FIT Pants Thermal Liner -7.7oz Caldura SL2I	
MPLPMBG	MPL PRO FIT Pants Moisture Barrier -Stedair 4000	
IPLP	(O21) Std -Inspection Port Liner	
LNDP	Std -Liner Detachable	
TRP307M-CTL	Trim -(T57) NFPA - Comfort Lime 2T SL (3")NO WARRANTY	
CLNFVZ2J106-62B	(J106) L/R Narrow 2" Velcro Zipper	
CFANHPF-ARB	(O06) Std Half Angled Cuffs - Arashield - Black	
CFPCPF-ARB	Pant Cuffs - Arashield - Black	
KNBFS-62B	(K05) BiFlex Heat Channel Knees - PBI Max PF Zero	
KNBFHVS-ARB	(K53) Both center sections in BiFlex Knee to be Arashield - Black	
SATUP2PF-62B	(O01)Std Take Up Straps - 2 Postman - PBI Max - Black	
SATUPPF2-BHA	Take Ups with Belt Loops or Harness	
PKBLXPF-62B	X-Large Bellows Pockets - PBI Max PF Zero	
	- 10 x 10 x 2	
PKBLPS-V1	Std 3 Strips Velcro on flap/full Velcro on pocket	
PKGFPE-ARB	E Z Grip Flaps - Arashield - Black	
PKRPFPS-KEV	Std Full Kevlar Lined	
OPBL7KVPE	Belt Loops (7) - Kevlar Belt w/ Quick Release Buckle	
OPSSAS	(X02) Std Snap Style Suspender Attachment	
SPDFSQPE	Dyna-Fit Suspenders w/ Snap Attach & Quick Adjust Installed	

This quote, which received special pricing in consideration for services you as a dealer provided, cannot be used to offer pricing to any Federal Agency US Military branch, the National Guard or the Coast Guard. If you receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be used to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for your direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products.

Honeywell First Responder Products Clothing Specification Quote

Expires 09/30/2023	Fire Dept. Nevada Fire Dept
Freight Will be your responsibility	IANEVA
Delivery On Partner Port	Dealer Mes-Mid America
	MES006

Specid IANEVA00012

Spec Date 07/20/2023

Quote # SP23614IANEVA

To ensure you receive this special pricing, the above quote number must appear on all orders referenced to same.
Any additions or deviations from original quote must be on order and are subject to additional cost.

MPL 62QG Pants Black

Extra large pockets 10x10x2 - Standard crotch rise with inseam of 24 & waist sizes 26-36 will not fit - A SPEC MUST BE CREATED WITH SMALLER POCKETS PRIOR TO SUBMITTING AN ORDER

Extra large pockets 10x10x2 - Standard crotch rise with inseam of 25 & waist sizes 26-32 will not fit - A SPEC MUST BE CREATED WITH SMALLER POCKETS PRIOR TO SUBMITTING AN ORDER

Extra large pockets 10x10x2 - Standard crotch rise with inseam of 26 & waist sizes 26-28 will not fit - A SPEC MUST BE CREATED WITH SMALLER POCKETS PRIOR TO SUBMITTING AN ORDER

This quote, which received special pricing in consideration for services you as a dealer provided, cannot be used to offer pricing to any Federal Agency US Military branch, the National Guard or the Coast Guard. If you receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be used to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for your direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products.

ANGR 07/20/2023 11:46:37 AM

Page # 2 of 2

ITEM # 8C
DATE: 08-14-2022

COUNCIL ACTION FORM

AGENDA ITEM: Fire department purchase of a cardiac monitor

HISTORY: The fire department was given two Phillips cardiac monitors from Mary Greeley Medical Center when the emergency department changed to new Zoll cardiac monitors. The devices have served our department well for four years and added 12 lead interpretation for our EMT providers. Cardiac monitors are required for advanced paramedic providers during cardiac arrests and chest pain type cardiac related calls. It is the standard of care to provide cardiac monitoring with any administration of medications. One cardiac monitor is in the medical truck 864 and one in the command pickup which usually arrives on scene first.

The Phillips monitors are reaching their end-of-life date and are no longer being supported by Phillips. The end tidal monitor in the chief's cardiac monitor does not work and would cost more to repair than it is worth for a machine that is soon outdated. It will soon be very difficult if not impossible to get cardiac patches for these aged devices. We need two devices but have budgeted for one at a time due to the cost of replacing a cardiac monitor. The life of a cardiac monitor averages 10 years before technical support services moves on to newer models. The department does not use transmission telemetry to communicate to the hospital because we are a non-transport service. Using a version 4 model without FCC transmission capability will be sufficient and will save considerable money as you can see from the bids.

The following bids have been obtained for replacement monitors.

- 1) Life Med Safety **\$27,702.00** for a Physio Control Lifepack15 V4 (version 4) cardiac monitor with auto BP, SPO2 monitoring, 12 lead capability, and end tidal monitoring.
- 2) Grainger **\$51,165.14** for a new Lifepack15 V6 (version 6) cardiac monitor with auto BP, SPO2 monitoring, 12 lead capability, End tidal monitoring, FCC and wireless telemetry transmission ports.
- 3) Serfinity **\$56,524.99** for a new X series Zoll (the newest Zoll model) cardiac monitor with auto BP, SPO2 monitoring, 12 lead capability, End tidal monitoring, FCC and wireless telemetry transmission ports.

OPTIONS:

1. Accept bid #1 from Life Med Safety in the amount of \$27,702.00 for a Lifepack15 Version 4 cardiac monitor.
2. Reject bid #1 and buy the newest Lifepack15 V6 cardiac monitor for \$51,165.14.
3. Reject all bids and seek other funding options.

STAFF'S RECOMMENDED ACTION:

The fire department and Director of Fire and EMS recommend the purchase of this necessary medical equipment.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1, accepting the bid of \$27,702.00 for the purchase of the Lifepack15 V4 model from Life Med Safety company.



QUOTE Bid #1

Quotation #: 23-1380
Date: 08/07/2023
Prepared By: Christy Soll

LifeMed Safety, Inc.
6124 E 162nd Ave.
Brighton, CO 80602-7966

Main: (800) 276-0274
Email: orders@lifemed-safety.com
Website: www.lifemed-safety.com
Federal ID #: 46-401798

Ship To
Nevada Fire Department
Chief Raymond Reynold
935 Lincoln Highway
Nevada, IA 50201

Bill To
Nevada Fire Department
Accounts Payable
935 Lincoln Highway
Nevada, IA 50201

Sales Rep
Christy Soll

Payment Terms
Net 30

Shipping Method
FedEx Ground

GRAND TOTAL

\$27,702.00

Valid Until: 11/05/2023

Qty	Item #	Description	List Price	Unit Price	Amount
1	LIFEPAK 15R	Stryker LIFEPAK 15 (Re-Certified) w/ Pacing, AED, 12-Lead ECG, NIBP, SpO2, EtCO2, Lithium-ion Battery x 2, Right & Left Pouches, Shoulder Strap, 100mm Paper Roll x 1, and Six-Month Warranty.	\$28,000.00	\$23,999.00	\$23,999.00
		NOTE: Subject to availability.			
1	11140-000072	Stryker (Pre-owned) AC Power Adapter includes AC Power Cord and Right Angle Cord	\$1,720.00	\$1,650.00	\$1,650.00
1	11141-000115-R	Base, Charger, Physio-Control REDI-CHARGE Battery Charger Base for LifePak 12/15 (This charger can only be used for charging the LIFEPAK 12 and LIFEPAK 15 LITHIUM-ION batteries only)-RECERT	\$1,000.00	\$950.00	\$950.00
2	21330-001176	Stryker/Physio-Control LP15 Lithium-ion Battery 5.7 Amp Hours	\$484.00	\$494.00	\$988.00
1	CUFF KIT	NIBP Cuff Kit (Twist-Lock) - Lg. Adult, Reg Adult, Child Cuffs, One Each	\$120.00	\$115.00	\$115.00
1	PROMOTION	PROMOTION - Two years preventative maintenance FREE (2024 and 2025).	\$0.00	\$0.00	\$0.00



QUOTE

Subtotal	\$27,702.00
Shipping	To Be Calculated
Sales Tax	To Be Calculated
TOTAL	\$27,702.00

Terms & Conditions:

1. Prices quoted are valid for 90 days unless stated otherwise.
2. For new Tax Exempt customers: A valid Tax Exempt Certificate is required in order to remove sales tax.
3. Send Tax Exempt Certificate to Customer Service at orders@lifemed.com or fax (800) 881-0266.
4. Orders normally ship within 30 days of receipt of accepted Purchase Order or Sales Order acknowledgement.
5. All discounts are contingent upon payment within agreed upon terms.
6. Authorization is required for all returns. Minimum 30% restocking fee with original packaging.
7. A \$30.00 charge will be assessed for any check returned for non-sufficient funds.

To accept this Quotation and place order, please sign & return:

Signature: _____	Date: _____
Print Name: _____	Purchase Order #: _____
Title: _____	Tax Exempt #: _____

Thank you for your business!

LifeMed Safety, Inc.
6124 E 162nd Ave.
Brighton, CO 80602-7966
(800) 276-0274
www.lifemed.com



Bid #2

Products Based on Your Search



PHYSIO CONTROL ACLS
Defibrillator Package:...

Compare

Web Price

\$27,614.74 / each



PHYSIO CONTROL ACLS
Defibrillator Package:...

Compare

Web Price

\$77,029.35 / each



PHYSIO CONTROL ACLS
Defibrillator Package:...

Compare

Web Price

\$38,161.77 / each

Related Categories



Defibrillators

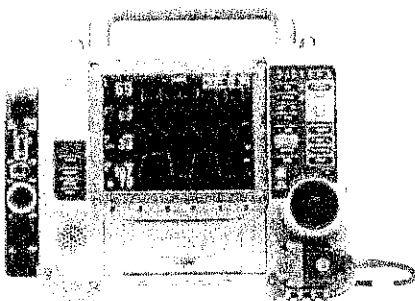


EMT and Rescue Supplies



Medical Supplies &
Equipment

Defibrillators / PHYSIO CONTROL ACLS Defibrillator...



**PHYSIO CONTROL ACLS
Defibrillator Package: ACLS
Defibrillator Pack, Semi-
Auto with Manual Override**

Item 454M19

Mfr. Model 99577-001959

Web Price
\$51,165.14 / each

Qty
1

Add to Cart



Pickup

Ships from supplier. Expected
to arrive on or before
Wed. Aug 16.

Ship to 50201 | [Change](#)

Shipping Weight 18 lbs

[Ship Availability Terms](#)

[Compare](#)

Product Details

Catalog Page N/A

Brand **PHYSIO CONTROL**

Operation Mode Semi-Automatic with Manual Override

Energy Adult (150J, 150J, 200J), Pediatric (50J, 50J, 50J)

[Add to List](#)

Compliance

8/7/23, 1:21 PM

PHYSIO CONTROL, ACLS Defibrillator Pack, Semi-Auto with Manual Override, ACLS Defibrillator Package - 454M19J99577-0019...

Battery Lithium



This item is restricted for international sale.

Waveform / Measurement Stored

All Events and Associated Waveforms are Digitally Stored In The Patient Record As Reports, Which You Can Print, Transmit, or Download to The LIFENETR System, or To Post-Event Review Products Such As CODE-STAT(TM) or DT EXPRESS(TM) Software



This item is manufactured or supplied by a small, minority, woman, veteran or disadvantaged business.

CPR Feedback No

Charging Time Up to 10 sec

Electrodes

Quick-Combo Adult Electrodes, Pak Adult Electrodes, ECG Lifepak Patch, 10/12 Electrodes Non-Invasive Pacing Electrodes, Pediatric Electrodes

Cable Length 48 in; 72 in; 144 in

Height 12.5 in

Width 15.8125 in

Depth 9.125 in

Information Displayed Instructions

Screen Size 8-13/16 in

Standards

FCC Part 15 Compliant, AHA, BLS, ALS, ACLS Compliant, ECC Complaint, Vibration MIL-STD-810E Method 514.4, EMC-EN60601-1-2, 2001

Includes

Lifepak 15, Leads, Operating Manual, (2) Rolls of Printing Paper, Quick-Combo Electrodes

Product Type ACLS Defibrillator Package

UNSPSC 42172101

Country of Origin USA (subject to change)



Chat with An Agent

Bid 3

Serinity

Surgical Supplies · Patient Care · Hospital, Diagnostic Supplies · Physical Therapy · Equipment and Appliances · About Us · Contact Us · Live Chat

Home

X Series - Defibrillator - 601-2231511-01-68

Zoll Medical
In Stock

\$56,524.99 USD

Add to cart

New Year Savings: Use code **SU4M18** for 4% off Total Purchase
Free Shipping Orders Over \$100

This product may require 7-10 business days to process and prepare for shipping

Stock Number: 11111111

Manufacturer with 22 years of experience

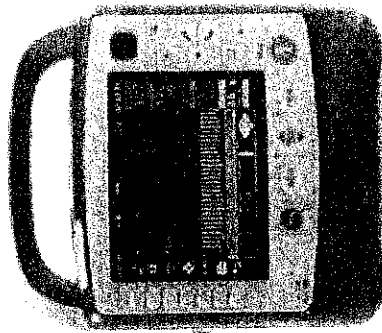
Brand: Zoll

Manufacturer: Zoll Medical

Country of Origin: United States

Application: In Hospital

UNSPSC Code: 31201000



Add to Quote

Get Shipping & Cost Estimate

Questions? Speak with a specialist

Chat with us ☐ Give us a call ☐ Live Agent: 1-800-368-0022

Email us ☒ support@serinity.com

Product of Zoll Medical



8D
DATE: 7/31/2023

COUNCIL ACTION FORM

AGENDA ITEM: Approve purchase of vehicle for the Police Department

HISTORY:

The Nevada Public Safety Department (NPSD) budgeted for a vehicle for the Police Department in the FY 2023-2024 budget. There will be a trade in of (2) two older patrol vehicle with this purchase. The State of Iowa vehicle contract catalog presents with the following options:

Dealer	Model	Cost
Karl Chevrolet	2023 Chevy Tahoe 4x4 PPV	\$40,382.00
Stiver's Ford	2023 Ford Explorer AWD PPV 3.3L	\$40,392.00
Dewey Ford	2022 Ford Explorer AWD PPV Eco	\$37,714.00

OPTIONS:

1. Approve staff recommendation to purchase a 2023 Chevy Tahoe 4x4 PPV from Karl's Chevrolet for \$40,382.00. Unit tentatively reserved for NPSD and shipping to site.
2. Purchase a 2023 Ford Explorer Utility Police Interceptor AWD from Stiver's Ford in the amount of \$40,392.00.
3. Purchase a 2022 Ford Explorer Utility Police Interceptor AWD Eco Boost from Dewey Ford in the amount of \$37,714.00. Ordering cutoff has closed; no models available.
4. Reject all bids.

STAFF RECOMMENDATION:

Staff recommends approval of #1

Therefore, it is the recommendation of the City Administrator that Council approves Option #1, purchasing the 2023 Chevy Tahoe 4x4 PPV from Karl's Chevrolet for \$40,382.00

The 'Contract #' is hyperlinked to a PDF showing vehicle pricing and vehicle specifications. The 'Dealer' name is hyperlinked to create an email to the dealer's representative for the State of Iowa Contract.

State of Iowa Executive Branch Agencies. All vehicle purchases must be made through the Department of Administrative Services, Central Procurement Fleet Services Enterprise, pursuant to Iowa Code Chapter 8A.362.4.a.

[illegible]

Other governmental entities may use these contracts for purchasing vehicles. When the Final Bid Price includes additional options not included in the base vehicle specifications, those additional options may be removed from the Final Bid Price and other additional options may be added to the contract at the discretion of the purchasing entity.

Law Enforcement - Police Vehicles (PPV series) - Pursuit Rated												
Group #	Contract/ Proposal #	Vehicle Specifications	2023 Order Date Window	Vehicle Model Year	Contract Expire Date	Make	Model	Size	Description	Body Code	EGS Base Engine	Price
Group 0 2.1	22001	Group 0 2.1	2023	2023	10/14/23	Ford	Interceptor Utility	Midsize SUV	All Wheel Drive, Four Door Police Pursuit SUV with 3.3L HEV Engine	SEA	No	\$40,337.00
							Interceptor Utility	Midsize SUV	All Wheel Drive, Four Door Police Pursuit SUV with 3.3L HEV Engine	SEA	No	\$37,714.00
Group 0 2.2	22002	Group 0 2.2	2023	2023	10/14/23	Ford	Rescue	Midsize SUV	All Wheel Drive, Four Door Police Pursuit SUV with 3.3L HEV Engine	SEA	No	\$42,857.00
							Rescue	Midsize SUV	All Wheel Drive, Four Door Police Pursuit SUV with 3.3L HEV Engine	SEA	No	\$38,597.00
Group 0 3.1	22003	Group 0 3.1	2023	2023	10/14/23	Ford	Rescue	Full-Size SUV	All Wheel Drive, Four Door Police Pursuit SUV with 3.6 L Pentastar V6 Engine, 4,200 Towing Capacity	WPE575	No	\$40,900.00
							Rescue	Full-Size SUV	All Wheel Drive, Four Door Police Pursuit SUV with 3.6 L Pentastar V6 Engine, 4,200 Towing Capacity	WPE575	No	\$43,724.00
Group 0 5.1	22004	Group 0 5.1	2023	2023	10/14/23	Ford	Rescue	1/2 Ton	Ford F150 PPV and Police Pursuit Super Crew Truck 5.5 Box Length with 3.5L V6 Ecoboost Engine	WDP	No	\$40,382.00
							Rescue	1/2 Ton	Ford F150 PPV and Police Pursuit Super Crew Truck 5.5 Box Length with 3.5L V6 Ecoboost Engine	WDP	No	\$45,771.40
Group 1 12.2	22005	Group 1 12.2	2023	2023	10/14/23	Chevrolet	Blazer	Full-Size SUV	Chevy Tahoe SUV and Police Pursuit Vehicle with V8 Engine	CL10705	No	\$40,382.00
							Blazer	Full-Size SUV	Chevy Silverado 5500 Crew Cab Truck 5.8 Box Length Special Service Vehicle with 5.3L EcoTec V8	CL10643	Yes	\$45,771.40
Group 1 14.1	22006	Group 1 14.1	2023	2023	10/14/23	Chevrolet	Blazer	1/2 Ton	Chevy Silverado 5500 Crew Cab Truck 5.8 Box Length Special Service Vehicle with 5.3L EcoTec V8	CL10643	Yes	\$45,771.40
							Blazer	1/2 Ton	Chevy Silverado 5500 Crew Cab Truck 5.8 Box Length Special Service Vehicle with 5.3L EcoTec V8	CL10643	Yes	\$45,771.40

Law Enforcement - Police Special Service Vehicles (SSV series) - NOT Pursuit Rated												
Group #	Vehicle Specification	Vehicle Model Year	Contract Expiry Date	Make	Model	Size	Description	Body Code	Alt. Engine Available	Dealer	Price	Dept.
Group # 6.2	22382	2023	30/34/7/3	Ford	Superduty	Full-Size SUV	Ford Base w/ Full size SUV Special Service Vehicle with 3.3 V6 EcoBoost, 7,200 GVWR, 3,500 Payload Capacity	U018	No	Briggs & Ford	\$49,204.50	DAS
Group # 13.1	22384	2023	30/24/7/3	Chrysler	Patriot	Full-Size SUV	Chrysler Patriot SUV w/ Special Service Vehicle with 3.3L V6 Engine, 7,500 GVWR	C010705	No	East Chevrolet	\$39,941.00	DAS

RFP for CDBG administration

The City of Nevada is requesting proposals for grant administration services to assist with a project funded with Community Development Block Grant (CDBG) funds through the Iowa Economic Development Authority (IEDA).

The City has received funds to complete a project seeking funding under the Community Development Block Grant (CDBG) program through the Iowa Economic Development Authority (IEDA). The proposed project includes Revitalizing our Downtown through Façade improvements

The selected contractor will work with the city to ensure compliance with CDBG program requirements. The following outlines work specifications and the request for proposals:

I. Scope of Work: The scopes of services that the consultant must be prepared and qualified to provide are as follows:

- a. Prepare Environmental Review Record and submit all other items required to clear the contract conditions outlined in the city CDBG contract, within the timeframe specified by IEDA.
- b. Prepare draw/disbursement requests to ensure consistency with the procedures established for the CDBG program.
- c. Ensure that the city has an acceptable financial management system as it pertains to finances of the CDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- d. Establish project files in the local government's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the community's files.
- e. With the assistance of the city, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.
- f. Assist city in complying with regulations governing land acquisition (real property, easements, rights of ways, donation of property, etc.) as necessary.
- g. Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- h. Secure the Department of Labor's federal wage decisions and include those in the bid documents.
- i. Prepare construction contracts that comply with state and federal regulations and include necessary language. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 2 CFR 200,, EO 11246 (for contracts over \$10,000).
- j. Obtain contractor clearance(s) from IEDA.
- k. Check weekly payrolls to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.
- l. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.

m. Attend and assist the city during the IEDA's project monitoring visit(s). Prepare city response to all monitoring findings and coordinate efforts to provide additional information as needed to IEDA.

n. Assist city with meeting state/federal affirmatively furthering fair housing requirements.

o. Assist in a final inspection of the project and in the issuance of a final acceptance of work.

p. Assist city in meeting the state's financial reporting requirements.

q. Prepare close-out documents as needed by IEDA.

II. Statement of Qualifications. Proposals to the city should include the minimum information:

- Description of experience with IEDA's CDBG program
- Description of past grant administrative services provided
- Description of organizational capacity to complete all necessary grant administration activities, including resumes of all employees who will be or may be assigned to this project
- References from previous clients of related work within the past five years

III. Proposed cost of services. Proposals to the city should include the proposed cost to accomplish all scope of work for activities outlined above.

IV. Evaluation criteria. The city will evaluate and rank proposals received according to the following criteria:

	<u>Maximum</u>
Experience with the state's CDBG program:	30 points
Previous work performance:	30 points
Capacity to complete scope of work:	20 points
Proposed cost:	<u>20 points</u>
Total:	100 points

V. Deadline for submission. Proposals must be submitted no later than end of day August 31, 2023. Proposals should be submitted to Kerin Wright, Nevada City Clerk. kwright@cityofnevadaiaowa.org

Questions regarding this request for proposals should be directed to Jordan Cook; 515-382-5466; jcook@cityofnevadaiaowa.org.

Request For Qualifications for Architectural services

The City of Nevada is requesting proposals for Architectural Services to assist with a project seeking funding under the Community Development Block Grant (CDBG) program through the Iowa Economic Development Authority (IEDA).

The proposed project includes Revitalizing our Downtown through Façade Improvements

The following outlines work specifications and the request for qualifications:

I. Scope of Work: The scopes of services that the firm must be prepared and qualified to provide are as follows:

II. Statement of Qualifications. Proposals to the City of Nevada should include the minimum information:

- Description of experience with IEDA's CDBG program
- Description of similar projects the firm has successfully completed
- Description of organizational capacity to complete all necessary activities, including resumes of all employees who will be or may be assigned to this project.
- Description of the anticipated timeframe necessary to complete activities
- References from previous clients of related work within the past five years
- Description of the firm's errors and omissions coverage, including amount of coverage

III. Evaluation criteria. The City of Nevada will evaluate and rank proposals received according to the following criteria:

	<u>Maximum</u>
Qualifications necessary to complete project:	30 points
Previous work performance:	30 points
Capacity to complete scope of work:	20 points
Experience with the state's CDBG program:	<u>20 points</u>
Total:	100 points

IV. Deadline for submission. Proposals must be submitted no later than September 29, 2023. Proposals should be submitted to Kerin Wright, Nevada City Clerk. kwright@cityofnevadaiaowa.org

Questions regarding this request for proposals should be directed to Jordan Cook; 515-382-5466; jcook@cityofnevadaiaowa.org.

Section 3 clause

This clause to be included in all RFPs/ RFQs & publications

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593

Ricardo Martinez II
Public Safety Director



Chris Brandes
Chief of Police

Ray Reynolds
Director of Fire & EMS

Date: August 10, 2023

Ref: 2023 Lincoln Highway Days Celebration, Parade, Car Show, and 5K Dash

Dear Lisa and LHD committee members:

Lincoln Highway Days Festival is to take place on Saturday, August 26th, 2023. The celebration is to take place at the Story County Fairgrounds. This year there will be a rodeo, beer garden, parade, car show, as well as the vendors and other assorted forms of entertainment in the area. In recognition of all the activities taking place, the Lincoln Highway Days Committee is requesting road closures from 8:00am to 12:00am (midnight) on August 26th around the Story County Fairgrounds for the Lincoln Highway Days Festival. These are as follows:

- Road Closure on 1st Street between H Avenue and I Avenue
- Road Closure on 2nd Street between G Avenue and H Avenue
- Road Closure on H Avenue between 1st Street and 2nd Street
- Road Closure on G Avenue between 2nd Street and 3rd Street (placing a barricade west of the residence at 225 G Avenue)

This year Lincoln Highway Days will be hosting a Nevada Car Show located in the downtown district, formally known as 6th Street between J Avenue and Lincoln Highway. This event will take place on August 26th from 11:00am and conclude no later than 4:00pm. A road closure request for the Car Show is as follows:

- Close 6th Street from the north side of the intersection of J Avenue to the south side of Lincoln Highway
- Close the 500 block of K Avenue between the alley and 6th Street, leaving the alley open
- Close the 600 block of K Avenue between the alley and 6th Street, leaving the alley open

The Lincoln Highway Days Committee is requesting restricted parking from 8:00am to 12:00am (midnight) on August 26th for the following locations:

- No parking on Sampson Drive
- Restricted parking to one side of J Avenue between 1st Street and 5th Street
- Restricted parking to one side of K Avenue between 1st Street and 4th Street
- Restricted parking to one side of I Avenue between Sampson Drive and 4th Street
- Restricted parking to one side of H Avenue between 2nd Street and 3rd Street
- Restricted parking to one side of 2nd Street between H Avenue and J Avenue

Street closure and parking restrictions are APPROVED.

The 5K route has been modified from previous years. The route will use the running path from SCORE Park to the 900 block of West Lincoln Highway. Once to Lincoln Highway, the runners will use the south shoulder of the roadway and then the sidewalk system as they travel east towards 6th Street, the race will end at 6th Street and Lincoln Highway. The parade route is the same route as previous years. The following closure is requested from 8:30am to the conclusion of the parade on August 26th:

- Close 1st Street between Lincoln Highway and I Avenue
- Close Lincoln Highway from West 1st Street to 19th Street
- Close West I Avenue between Sampson Drive to 2nd Street at conclusion of parade

Parade route 5k Dash route is APPROVED.

The Day Shift Officer will set up barricades for eastbound traffic at Sampson Drive on I Avenue at or around 10:00am. An officer will be assigned to W 1st Street and Lincoln Highway for traffic control; barricades will be needed at this location. The officer assigned to this location will put them up when closing eastbound traffic for the parade. This will be about 9:15am.

You are responsible for obtaining any liability insurance necessary to protect you against any claims which may be brought in connection with these events. The City of Nevada is not liable for any injuries or other claims made by participants in your event.

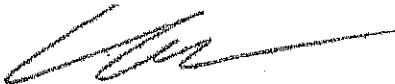
You will be responsible for contacting businesses and residents affected by this closure. This is particularly significant given the business hours during the events taking place on 6th Street.

Personal contact is always best, but if not possible, a note with details and contact information should be provided. The Nevada Public Safety Department has "No Parking" signs which will be provided to you at no cost. If you require signs you may pick them up at the police station. Call ahead so they are ready. You will need to secure them on something to post along the street. **You will be responsible for collecting these signs and returning them to the Nevada Public Safety Department following the event.**

Should you need any additional barricades, cones, or equipment to facilitate your event contact Nevada Street Superintendent Joe Mousel. Mr. Mousel can be reached weekdays between 8:00 a.m. and 4:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. Be aware there are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

Should you have any other questions or concerns let me know. A scanned copy of this approval letter is sent to you via your email address.

Respectfully,



Chris Brandes
Chief of Police
Nevada Public Safety Department

Cc: Jordan Cook, City Administrator
Joe Mousel, Street Department
Command Staff NPSD
Mayor, City Council



NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street – P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593

Ricardo Martinez II
Public Safety Director



Chris Brandes
Chief of Police

Ray Reynolds
Director of Fire & EMS

Dated: Thursday, August 3rd, 2023

Brandon Cunningham
Ultimate Junk and Demo
515.212.0534

Ref: Sidewalk and Parking Space Closure

Dear Brandon,

Thank you for the phone call and email in reference to your request to close a section of sidewalk and three (3) parking spaces. You have requested to close the sidewalk directly in front of the Camelot Theatre, located at 1114 6th Street. You have requested to close three parking spaces directly in front of the Camelot Theatre. This request is to ensure the safety of citizens while removing demolition debris using a window chute from the second level of the Camelot Theatre.

This request is for Thursday, August 17th, 2023 from 8:00A.M. until 5:00P.M.. You stated the sidewalk and parking space would be open after 5:00P.M..

The following guidelines must be met:

- You must ensure signage is posted to notify foot traffic of the construction site.
- The sidewalk must be closed off using a barrier to prevent foot traffic from entering. Snow fence is acceptable.
- You will need to place cones or signage in the parking spaces indicating they are closed if your trailer is not present.

Your request is approved.

The City of Nevada is not liable for any injuries or other claims in reference to your project. You are responsible for obtaining any liability insurance necessary to protect you against claims which may be brought in connection with this.

If you need equipment from the City of Nevada you will need to contact Nevada Streets Supervisor Joe Mousel. Mr. Mousel can be reached weekdays between 8:00 a.m. and 3:00 pm; his office number is 515-382-4813. It is your responsibility to make these arrangements. There are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

Respectfully,

Chris Brandes
Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Joe Mousel, Nevada Streets Supervisor
Command Staff, Nevada Public Safety Department
Mayor and City Council Members

City Administrators Report

July 20-August 10, 2023

CDBG:

You will see a few documents on the agenda for this. The first is request for proposals on CDBG Grant Administration, this helps the city tremendously since they have experience submitting for these. They will also help with a lot of the technical assistance required for the project. The second is request for qualifications for architectural services. This is another aspect of the project that is required. We will need to acquire an architect in order to draft concepts for façade work.

S14/3rd St.:

We continue to uncover additional problems with this project. When we were replacing the lines and installing the new, there seems to be a conflict with another line so Larry was able to come up today and get it figured out but this will delay completion by 2-3 days.

Turbine Tax:

Met with Wayne at the county to figure out the whole wind turbine taxing situation. It is pretty interesting how it is taxed; each turbine of course is taxed but the lines leading up to each turbine are separate and the sub station is taxed in sections accordingly to each turbine.

RISE Grant:

Mayor and I met with Latifah and Darren a couple of months ago and discussed submitting a RISE grant for the remaining portion 220th between 590th-600th as well as 600th south to the RR tracks. This is an expensive project. We will either have to submit by September 1 for the competitive grant cycle which is 80/20 funding, we would just need job creations in order to go after that portion. If we go after the other portion, there is not a submission date but it is also a 50/50 match rather than 80/20. I would like to discuss this a little further, depending what route we go, this will be on the next agenda if council wants to go down this path.

Interchange project:

Met with DOT earlier this week to discuss the future interchange at Airport Road. Their plan is to do a frontage road that would connect to West A. We still need to discuss other roads leading in to Nevada. The original plan was to create an additional road from West A to S14 as well as have connection roads from the neighborhoods. The cost alone for the West A connection is substantially higher than I anticipated. There is also the need to renovate Airport Road to allow better drainage so we have some things to figure out. We will need to discuss this a little more

Backpack program

Worked with United Way at Ames Middle School to pack backpacks for Story County and was able to load the ones up for Nevada to drop off. Ryan and Jason Sampson were able to help with unloading. Close to 400 backpacks were made for Nevada!

Cameras:

We will have this on for approval at the next meeting, we have been working with Astra to get coverage on all our building.

UPDATES:

AK Systems Solutions:

On the agenda to update closing date

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, need to match signage to city code

City Technology:

Received another quote, set up is similar to schools.

Downtown Parking:

Completed.

MONTHLY/WEEKLY STANDING MEETINGS

NEDC (full board)

Mainstreet (full board)

Blood Born Pathogen Training

WW

NEDC (Land)

PPL (Full Meeting)



STAFF MEETING AGENDA

Monday, August 7 @ 9:00 A.M

A. Old Business

- a. City Administrator
 - i. Mowing on Saturday
 - ii. Construction Communication
 - iii. Sponsored Project
 - iv. Façade Grant-CDBG
 - v. 28E Agreement
 - vi. Hospital
 - vii. UPRR
 - viii. Engineering
 - ix. Stop Signs- H Ave
 - x. Downtown Parking
 - xi. Development
 - xii. Annexation
 - xiii. Housing Rehab



HRGreen

MEMO

To: Nevada Mayor and City Council

From: Brandon Mickelson, PE

Subject: Monthly Project Update from HR Green, July 2023

Date: August 9, 2023

On-Call Engineering Services – 40100100

HR Green provided the following on-call services:

- Attended City Council and CIRTPA meetings.
- CIP project discussions with city staff.
- Prairie Plaza Preliminary Plat – Replat and Preliminary Plans
 - Reviewed 2nd and 3rd submittals
- RISE application assistance for 220th Street and 600th Ave.

US 30/580th Interchange Well Water Main Relocation Project – 2302726

This project consists of the relocation of Nevada's 16" Well Water Main in the vicinity of the new US 30/580th Avenue Interchange from the intersection of US 30 and Sand Hill Trail east to 580th Avenue and then north along the existing 580th Avenue right-of-way to the north end of the interchange project. The Iowa DOT will be responsible for all costs associated with this project, including construction, design, and construction phase services, which is estimated to be a total of \$2,564,200.

The Nevada City Council approved the design contract with HR Green on July 10. Preliminary plans were completed on August 3 and are being reviewed. Final plans will be complete and submitted to the IaDOT by August 31. The IaDOT is bidding the water main relocation in early November that will also include the paving of the Interchange.

Sponsored Projects - 191900

Nevada Sponsored Project Final Design – 191900.03

- These 3 projects are moving ahead to final design and construction:
 - Project A – West Indian Creek (Lincoln Way to E Ave)
 - Project B – Tributary to West Indian Creek
 - Project C – Harrington Park
- Permit Applications have been submitted
- Next steps
 - Negotiating permitting requirements with USACE
 - Property acquisition discussions by City – HR Green able to support if necessary.
 - Design toward 90% milestone.

GIS Services – 181696

- Cemetery Project
 - Mike Liska is lining up a Teams meeting with Tim and Gene to provide feedback on the public cemetery application.
 - Work is still ongoing on plot updates and creation based on headstone locations. 81% has been completed.

- Iowa One Call Design Locates
 - Mike continues to assist Ryan and Kerin with Design locate maps for people who request them from Iowa One Call

2022 Streets Project - 201191

- This project consists of the following:
 - Division 1
 - All work has been completed.
 - Division 2
 - S-14 (W 4th Street) from M Avenue to North of Railroad underpass – Full-depth asphalt reconstruction.
 - S-14 between N Avenue and the UPRR Underpass has been closed for construction of this segment of the project.
 - All storm and sanitary sewer has been installed from N Avenue to the north side of the UPRR Underpass.
 - Pay Request #5 was received and processed.
 - As requested by the City, a change order to realign the water main in the intersection of S-14 and N Avenue was approved by the City Council on July 10. This work is nearing completion.
 - Underground utilities, primarily fiber optic lines, continue to hinder progress. The fiber companies have generally been unresponsive to the need to relocate and/or lower their facilities, which has required a number of infrastructure adjustments.
 - Grading of the street portion between N Avenue and the Underpass is expected to begin early the week of August 14 with curb and gutter construction to follow shortly thereafter. Asphalt placement is expected the middle of the week of August 21.

Wastewater Treatment Facility - 160473

- Phase 1, Site Preparation:
 - Work was completed as of 5/14/21.
- Phase 2, WWTF Plant:
 - Held construction progress meeting with WBCI on 7/26.
 - Next construction progress meeting is scheduled for 8/16.
 - Current work items underway includes: Interior and exterior work items for Administration Building, Headworks Building, Secondary Treatment Building, UV Building, Biosolids Processing Building, Digesters, Biosolids Storage Tanks, Biosolids Pump Station, and Return Pump Station; site work
 - HRG is working on O&M manuals submittal reviews and responding to contractor questions.
 - Progress schedule shows project is on schedule to meet updated contract completion dates.
 - HRG is working on finalizing well design and working to obtain pricing; final report will be developed then final plan for well use/connection will be developed and reviewed with City for approval to proceed.
- Phase 3, Lift Station:
 - Held construction progress meeting with Boomerang on 7/26.
 - Next construction progress meeting is scheduled for 8/16.
 - Work performed this period includes:
 - Wall repair activities
 - Wall prep for upper wall/ground floor slab concrete pour
 - Wall pour issues update:

- Major wall pour completed on 10/4. HRG is working with Boomerang for remedy on defective work from wall pour. Boomerang's subconsultant (Terracon) has completed wall scanning effort and provided a summary report regarding voids (visual and subsurface). Additional issues with concrete cover over reinforcement was noted in Terracon report. HRG formally responded with comments on the Terracon report and requested Boomerang to provide formal response regarding plan to remedy and impact to schedule. Boomerang has hired a third-party structural engineer (Shuck-Britson) to assist them with further investigation and development of remedies to the defective work. Boomerang and their third-party structural engineer completed an on-site review/investigation on 2/13. They developed preliminary proposed remedies and submitted to HRG for review on 2/21. HRG review proposed remedies and provided feedback on 3/2. Boomerang submitted updated final proposed remedies on 3/27. HRG reviewed the updated remedies, met with City staff to review and discuss our recommendations on 3/28, and formally responded to Boomerang on 4/4. Decision and response to Boomerang is to allow commencing with proposed remedies with conditions to retain Shuck-Britson to assist with repair and providing a 10-year warranty bond on all repairs. Both conditions would be at no cost to the City. Boomerang's formal response accepting the City's conditions was received on 4/26; however no preliminary schedule to complete repairs accompanied their response. Boomerang has continued working on wall repairs within the screen room and screen room stairwell areas (interior and exterior).
 - HRG is tracking labor effort related to defective wall pour activities separately from other construction administration/observation efforts so there is a record of related engineering costs to withhold/offset from project payment to Boomerang.
- Boomerang did not have any new updates for previously noted delays with equipment/materials shipment that will be past the current contract completion dates. HRG and City staff again asked Boomerang to indicate how they plan to remedy this situation and/or means to improve the schedule during the 7/26 construction progress meeting. Boomerang has submitted a contract time extension claim which HRG is reviewing and developing a response/recommendation to then review with the City. The negative impacts to other phases of the overall project due to delay in completing Phase 3 was again stressed during the 7/26 meeting. Boomerang indicated they had increased labor for the project.
- Based on HRG's observations and the updated progress schedule provided at the 7/26 construction progress meeting, Boomerang appears to be at least seven (7) months behind schedule to meet the current contract substantial completion milestone/date (June 9, 2023) or final completion milestone/date (September 30, 2023). This does appear to be any significant improvement from the 4/19 progress schedule. HRG noted the current progress schedule as provided by Boomerang does not appear to be realistic or accurate.
- Phase 4, Force Main and Trunk Sewer:
 - Held construction progress meeting with On Track on 7/26.
 - Next construction progress meeting is scheduled for 8/16.
 - Installation of 15" gravity sewer is complete and tested; abandonment of existing 8" gravity sewer to happen next month.
 - Installation of 14" force mains is complete; testing to be completed in near future as OnTrack is attempting to locate leak(s) in force main(s) as initial testing did not pass
 - The stilling structure interior inverts being placed
 - Installation of 30" trunk sewer and related manholes and testing is complete.
 - Fiber optic cabling still needs to be installed; materials delay will push this into July or later due to Iowa DOT project interferences; however, to note that end connections cannot be completed until Phases 2 & 3 will allow.

- Auger boring subcontractor has completed installation of all auger borings for gravity sewer and force mains; numerous issues/obstructions were encountered during auger boring installations under Hwy 30 causing need to excavate within the Hwy 30 median and shoulders to resolve; OnTrack submitted claims for related extra work/costs; HRG has reviewed against our records and has sent OnTrack our comments to amend their request. HRG will make recommendations to the City related to extra costs once finalized with OnTrack.

Jordan Well No. 4 Abandonment - 191227

- Project has reached Final Completion and final paperwork has been finalized. This will be the last update for Council.



NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593



Ricardo Martinez II
Public Safety Director

Chris Brandes
Chief of Police

Ray Reynolds
Director of Fire & EMS

To: Mayor and City Council
From: Chris Brandes, Chief of Police
Date: Tuesday, August 8, 2023
Ref: Report for City Council Meeting for Monday, August 14th, 2023

Staffing

The hiring process for the vacant Police Officer position is underway. Currently, we have several applications turned in. The testing process will begin on September 9th with the hope of sending a candidate to the January, 2024 ILEA class.

Training

Chief Brandes began his Fire Fighter 1 certification course on August 7th. This course will be academic and physical skills focused in order to prepare to test with the Fire Service Training Bureau.

Officers Walleser and Dicks are attending several Active Shooter training courses in the beginning of August. These trainings will be used to train our officers on an active shooter training scenario on August 14th.

Additional information

The investigation division is continuing the follow up investigation from the shooting on July 24th.

Respectfully submitted,

Chris Brandes
Chief of Police



NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593



Ricardo Martinez II
Public Safety Director

Chris Brandes
Chief of Police

Ray Reynolds
Director of Fire & EMS

TO: Ricardo Martinez, Public Safety Director
FROM: Ray Reynolds, Director of Fire and EMS
DATE: July 31, 2023
REF: Activity report for Trustees, City Council and Honorable Mayor.

Calls to date in 2023: 491
Calls to date same time last year (2022): 426

Fires for July 2023: 5
Motor Vehicle crashes for July 2023: 2
EMS for July 2023: 23
Good Intent for July 2023: 8
Severe weather July 2023: 0
Community events for July 2023: 16

Total volunteer Fire/EMS/Rehab support operations members: 48
[Maximum allowed: 50]

Narcan administered: 0.

FORMER VICE PRESIDENT MIKE PENCE AND FORMER SECOND LADY KAREN PENCE VISIT
NFD

Leaders and representatives of the Nevada Public Safety Department and Nevada Fire Department hosted former Vice President of the United States and 2024 Republican Candidate for the Presidency Mike Pence and his wife, Karen, this afternoon. It was an opportunity for public safety workers and first responders to emphasize the issues facing people who work in these areas and provide these services to their communities. Pence took the time during a round table discussion to answer questions and speak on issues like community violence, grant programs for firefighters, rising cost of fire engines, mental health care, etc. The Nevada Public Safety Department thanked Pence and his wife for taking the time to sit down with them.



COMMUNITY EVENTS SUPPORT

The fire department had 16 community support engagements that included a couple of trips to the farmer's market, Main Street Mix and Mingle at MIC insurance' 40th anniversary, fire extinguisher training, multiple trips to the county fair to water the horse arena, and providing medical standby for a kid's rodeo event. It was a very busy month for our volunteer staff.

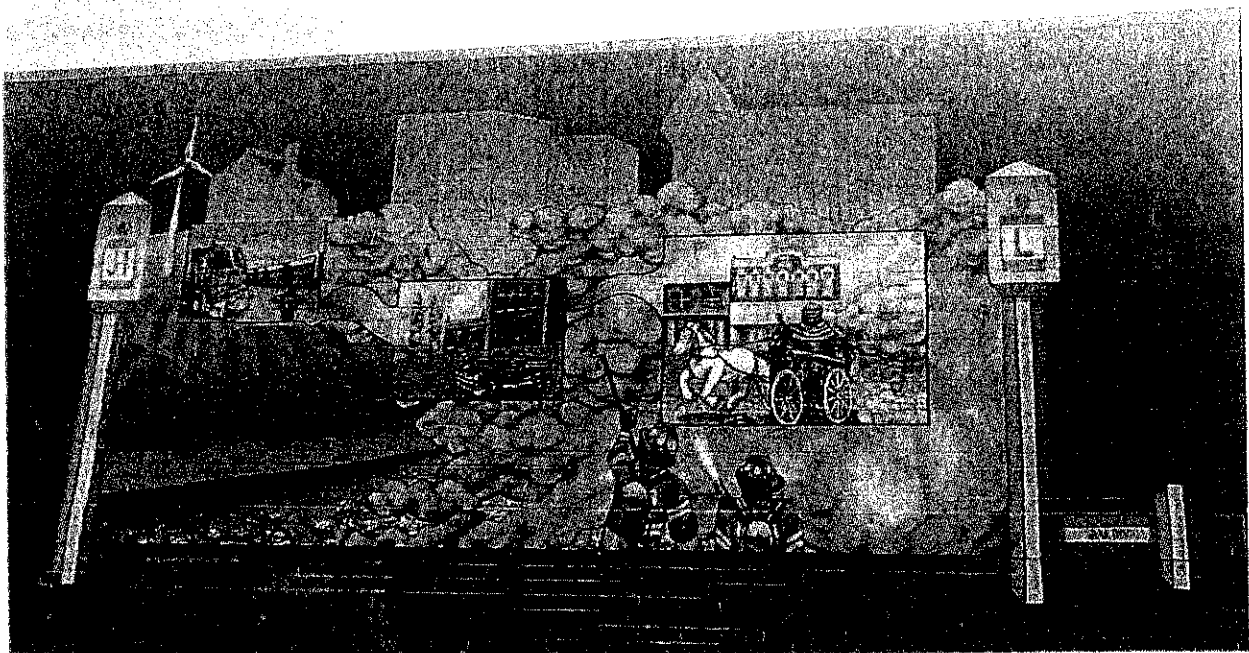


FIRE EXTINGUISHER TRAINER PUT TO USE AT BIO-ENERGY COMPANY

The FEMA Fire Prevention & Safety grant awarded us the Bullex fire extinguisher training prop approved for purchase by the council. We have already put the trainer to good use training over 50 people in one month. If the council would like a demonstration, we could have staff available at a future council meeting and train you on the simulator. We are taking the trainer to Marshalltown Fire Department to demonstrate the trainer. They are contemplating a purchase of a similar system.



MURAL COMPLETION AND FUNDRAISING UPDATE



It's done! Ali Hval did a great job composing what we explained to her. We wanted something dedicated to the community but indicative of our history as a fire department. The mural is called "Transition Through Time." The following items in the mural are specific to our community.

- | | |
|---------------------------------------|---|
| 1) Lincoln Hwy marker | 12) Windmill |
| 2) Jefferson Hwy marker | 13) Hawk tool invented in Nevada |
| 3) Agriculture field | 14) FD "ten man" spirit patch on SCBA tanks |
| 4) Union Pacific railroad | 15) The 1954 Seagrave |
| 5) Henry farm | 16) The 2017 Toyne fire engine |
| 6) 919 6 th Building | 17) Storz fittings on the hydrant |
| 7) Tipton Building | |
| 8) Ben Franklin Building | |
| 9) Horses from 1906 | |
| 10) 7 th Street fire house | |
| 11) 1976 current fire house | |

As for fundraising, we received a bit of great news last Wednesday. Key Coop, Verbio, and Lincolnway Energy are going to be announcing a shared plan to donate \$50,000 total towards the fire engine. Each company will make donations in 2023, 2024, and 2025 totaling a combined amount of \$50,000. The department has raised commitments totaling \$168,000. I look forward to a check presentation from the Nevada Firefighters Inc in the future. The engine costs \$668,000. The city has committed \$510,000 towards the new engine. To know the engine will be covered between capital and donations is a big relief. More press and information will be coming out about this donation.

PHYSICAL AND FIT TESTS

The department completed two rounds of physicals in June and July for half of our department. We also conducted a similar number of SCBA mask fit tests. Both physicals and respirator FIT tests are an OSHA requirement. Each member gets them every other year.

EMERGENCY VEHICLE OPERATIONS INSTRUCTOR TRAINING

Nevada and Bondurant Fire Departments will be hosting an emergency vehicle operations course (EVOC). The course will be held at the Pavilion at Score Park. It will be September 27-29 and will likely get people from all over the US. To be an EVOC instructor is some work but helps departments in teaching safe driving of emergency apparatus.



CITY OF
NEVADA

Street Shed | 1410 8th St. | Nevada, IA 50201-0530
p. (515) 382-4813 | f. (515) 382-4502
City Hall | 1209 6th St/PO BOX 530 | Nevada, IA 50201-0530
p. (515) 382-5466 | f. (515) 382-4502

The Nevada Street Dept has been working on the following

- ❖ Street sweeping
- ❖ Tree removal other than ash trees
- ❖ Vehicle maintenance
- ❖ Locates
- ❖ Water main breaks
- ❖ Application reviews for operator 1 position
- ❖ Touch a Truck event
- ❖ 11th and H avenue project complete
- ❖ Painting street markings
- ❖ Working on CIP project
- ❖ Various concrete patches



CITY OF NEVADA
PARKS &
RECREATION

August - 2023

To: Mayor, Brett Barker
Nevada City Council
City Administrator, Jordan Cook

From: Tim Hansen, Director of Parks and Recreation

Re: Monthly Report

- **Field House Project:**
 - Interior framing is complete.
 - Exterior Masonry starting week of August 7th.
 - Metal building panels are complete.
 - Electrician, plumber, and painter are on site.
 - Windows are being installed.
 - Country Landscapes will be on site the week of August 7th to begin work on the southeast corner retaining wall.
 - Continue to gathering prices for additional owner purchase items: There is an Action Form in your packet for the Agenda. This includes bleachers, playground turf, batting cage equipment, and security cameras and door controllers.
 - We were awarded a \$1,000 Safety Grant towards the purchase of an AED for the Field House.
 - A more detailed 6 week outlook is included with this memo.
- **Parks & Cemetery:**
 - Doing a significant amount of watering plants and trees in the parks due to the dry weather.
 - New drinking fountain to replace the one at by the SCORE basketball and tennis courts has arrived and the old one has been removed. Staff replaced the concrete panel in this location, Newsome Plumbing will complete installation.
 - I have sent out RFP's for a new columbarium at the cemetery. This is something we have been putting money away for in anticipation of needing another one. The need is approaching faster than we anticipated, and with the long lead time to get materials, I have requested pricing and will be sharing that information and a recommendation with you later this month.
 - Crack repair and new color coating for the tennis courts is tentatively scheduled for the 3rd/4th week of August.
 - Park staff has poured concrete for new tee boxes for the disc golf course at Harrington Park. This is joint project with the Evening Rotary Club.
 - I have submitted invoices to ICAP for final review for the Hattery Shelter project.
 - General grounds maintenance.
- **Recreation:**
 - The pool will close on August 20th.
 - Adult softball is ongoing.
 - Working on fall programming.
 - Meeting with various people who have expressed interest in programming for the Field House.
- I have been doing continuing education for the last several months and have additional sessions in August.
- Staff, City Council, and Safety meetings.

If you have any questions, please feel free to contact me at 382-4352 (Office), 291-0747 (Cell), or by email at thansen@cityofnevada.gov.



HPC, L.L.C.
120 N. Sherman Ave
Ames, Iowa 50010
P: +15152323133

Project: Nevada Field House
1717 Fawcett Parkway
Nevada, Iowa 50201

Construction Progress Meetings Agenda: Meeting #23

Meeting Date Aug 2, 2023 Meeting Time 10:00 AM - 11:00 AM Central Time (US & Canada)

Meeting Location 1717 Fawcett Pkwy, Nevada, Iowa 50201 - Score Pavilion

Overview BI-Weekly On-Site Construction Progress Meetings:

- Second and Last Wednesday of Each Month
- 10:00 AM - 11:30 AM

Agenda:

- Review of Previous Meetings.
- Project Schedule
- Review Work In Progress over Past Two Weeks
- Planned Work for Next Two Weeks
- Calendar Forecast
- Field Operations & Safety Items:
- Field Observations, Quality & Work Standards
- Progress Coordination/Action
- Job Site Security
- Job Site Safety
- Review of Submittal Status:
- To be Issued
- Issued for Design Team Review
- Design Review Completed, Returned and Distributed
- Resubmittals
- Operation and Maintenance - Closeout
- Review of RFI/ASI Log Status:
- Active
- Closed
- Pending
- Changes
- Active
- Pending
- Approved
- Effects on Schedule
- Action Items
- Owner
- Design Team
- Contractor
- Upcoming Scheduled Meetings and Events

Attachments

Scheduled Attendees

Name	Company	Phone Number	Email
Kyle Anderson	AMC Mechanical, Inc	P: (841) 628-8590	kanderson@amomechgroup.com
Derek Hoyt	AMC Mechanical, Inc	P: (841) 628-8590	dhoyt@amomechgroup.com
Loren Miller	AMC Mechanical, Inc	P: (841) 628-8590	lmiller@amomechgroup.com

Meeting #23 - Construction Progress Meetings
Project: Nevada Field House

Name	Company	Phone Number	Email
Brian Brewer	Brewer Engineering Consultants, PLC	P: 515-957-8808	bbrewer@brewer-engr.com
Rich Mens	Central Iowa Building Systems	P: (515) 382-4484	rich@clbs-inc.com
Jordan Cook	City of Nevada, Iowa	P: (515) 382-5468 ext. 232	jcook@cityofnevadalowa.org
Tim Hansen	City of Nevada, Iowa	P: (515) 382-4352	thansen@cityofnevadalowa.org
Ryan Hutton	City of Nevada, Iowa	P: (515) 382-5488	rhutton@cityofnevadalowa.org
Jayson Kingsbury	City of Nevada, Iowa		jkingsbury@cityofnevadalowa.org
Rhonda Maier	City of Nevada, Iowa	P: (515) 382-4352	nevadarecreation@gmail.com
Eric Thompson	Fox Strand Inc.	P: 515-233-0000	eric.thompson@strand.com
Steven Kirts	HPC, L.L.C.	P: (515) 232-3133	skirts@hplikeconst.com
Curtis Pike	HPC, L.L.C.	P: (515) 232-3133	opike@hplikeconst.com
Don Wells	HPC, L.L.C.	P: (515) 232-3133	dwells@hplikeconst.com
John Williams	HPC, L.L.C.	P: (515) 232-3133	jwilliams@hplikeconst.com
Jeff Jorgensen	Jaspering Electric Inc.	P: (515) 232-4276	jeff@jasperingelectric.com
Michael Garcia	RMH Architects	P: (515) 292-6075	mgarcia@rmharchitects.com
Jeff Harris	RMH Architects	P: (515) 292-6075	jharris@rmharchitects.com
Ted Hoeger	Tomelich Engineering, Inc.	P: 515-280-8022	tph@tomelichengineering.com

Review of Previous Meetings

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status	Old/New
1.1	3	Construction Progress Meeting #22				Open	Old
Description Meeting Minutes: Distributed on 8/1/2023, comments or revisions. 1.							
Previous Meeting Minutes Jul 12, 2023 (None)							

Project Schedule

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status	Old/New
2.1	1	Review Work In Progress over Past Three Weeks				Open	Old
Description 1. Roof Insulation and Metal Roof Panels							

- 2. Insulated Metal Wall Panels
- 3. Metal Stud Framing - Blocking
- 4. SW Vestibule
- 5. MEP Rough-in

Previous Meeting Minutes

Jul 12, 2023

(None)

No.	Mtg. Origin	Title	Assignment	Due Date	Priority	Status	Old/New
2.2	1	Planned Work: 6 Week Outlook				Open	Old

Description

1. 6/26-6/30:

- Insulated Metal Wall Panels - North Façade, Complete East Façade
- Roof Insulation & Metal Roof Panels
- Interior Metal Stud Framing
- Set Interior HM Frames
- CFMF & Sheathing - Vestibule/Entry
- Electrical - CT Cabinet

2. 7/3-7/7:

- 4th of July - Holiday - Firework Display In Field East of Building
- Insulated Metal Wall Panels - Complete North
- Roof Insulation & Metal Roof Panels - Complete
- Interior Metal Stud Framing - SW Stair
- Rough Grade North Façade
- Air Barrier Wall Sheathing - Start
- Plumbing - Rough-in Domestic & Sanitary Piping & Fittings

3. 7/10-7/14:

- Insulated Metal Wall Panels - Start SW Façade
- Rake, Eaves, Gutters - Start South Façade
- Soffit Sheathing & Air Barrier - Vestibule
- Masonry - Interior Level 1 Non-Load Bearing CMU, Block Infill
- Painting - PEMB Main Frame Columns & Beams
- Spray Foam Insulation - Vestibule Columns/Beams
- Buried Gas Service Rough-in - North RTU's

- Plumbing - Sanitary Piping & Fitting Rough-In
- Plumbing - Sanitary & Domestic Water Rough-In
- HVAC - RTU North Pads
- Electrical - Conduit & Box Rough-In - Metal Framed Walls - Level 1

4. 7/17-7/21:

- Insulated Metal Wall Panels - SW Façade, Start West Façade
- Insulated Metal Wall Panels - Opening Sill Trims - Level 1
- Rake, Eaves, Gutters - East Façade
- Vestibule Vapor Barrier, Insulation, EPDM Membrane Roofing
- Vestibule - Break Metal Column Trims
- Masonry - Interior Level 2 Elevator Shaft
- Painting - PEMB Main Frame Columns & Beams
- Plumbing - Set Vestibule Roof Drain
- Plumbing - Rain Water Pipe & Fittings Rough-In
- HVAC - Through-wall Penetrations, Louvers, Grilles
- Electrical - Conduit & Box Rough-In - Metal Framed Walls - Level 1

6. 7/24-7/28:

- Insulated Metal Wall Panels - West Façade
- Insulated Metal Wall Panels - Opening Sill Trims - Level 2
- Rake, Eaves, Gutters - SW Façade
- Vestibule - Fascia Soffit Metal Panels, Coping Trim
- Masonry - Exterior Decorative CMU Veneer
- Painting - PEMB Main Frame Columns & Beams
- Exterior Aluminum Storefront Windows - Level 1
- Plumbing - Domestic Water Rough-in
- HVAC - Set RTU's
- Electrical - Conduit & Box Rough-In

6. 7/31-8/4:

- Insulated Metal Wall Panels - Foam Joints, Trim, & Sealant
- Rake, Eaves, Gutters - West Façade
- Exterior Aluminum Store Front Windows - Level 1
- Fire Protection Sprinkler Piping & Fittings Rough-In
- Plumbing - Domestic Water Rough-in
- HVAC - Exterior RA & SA Duct
- Electrical - Conduit & Box Rough-In

Don Wells noted the RTU buried gas service and pads cannot be poured until North facade is complete; and interior HVAC duct work rough-in can begin once roof enclosed.

Previous Meeting Minutes

Jul 12, 2023

(None)



CITY OF
NEVADA
WATER POLLUTION CONTROL

457 South 6th Street
P.O. Box 530
Nevada, IA 50201-0530
Phone: (515) 382-2621

August 14th / 2023

Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift station, and remote flow basin.
- Boiler inspections completed
- Underground storage tank inspection completed
- I attended classes at DMACC for continuing education
- High Level alarms at the plant and lift station on 8/6/2023 due to heavy rains. All pumps were operating at full capacity.

Harold See
City of Nevada
Water Pollution Control



CITY OF
NEVADA

Water Plant | 1231 W Lincoln Hwy | Nevada, IA 50201
p. (515) 382-2074 | f. (515) 382-4502
City Hall | 1209 6th St/PO BOX 530 | Nevada, IA 50201-0530
p. (515) 382-5466 | f. (515) 382-4502

August 14th, 2023 Council Meeting

To: Mayor, City Council and Administrator

From: Shawn Ludwig, Water Superintendent

Water Department Council Report

- We had three watermain breaks the first week of August.
- We have been busy keeping up with locates, maintenance at the Water Plant and reading meters.
- Charlie Starbuck passed his Grade 1 Water Distribution test.

1209 6th Street
P.O. Box 530
Nevada, IA 50201-0530



Kerin Wright
City Clerk
Phone: (515) 382-5466
Fax: (515) 382-4502
kwright@cityofnevadaiaowa.org

June 8, 2023

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Attended the Ames Chamber event with attorneys from Dorsey & Whitney, Ahlers & Cooney and Nyemaster. The discussion was the recent Iowa Legislative session changes involving property taxes. In particular we discussed HF718. It was a good discussion. Also very scary as I've listened to attorneys and financial advisors who all say they don't know how to predict the outcome of this bill and how it will affect cities.

The FY22/23 Outstanding Debt Report has been completed and filed. A copy of the report is attached.

The State Auditor's office will begin the FY22/23 Audit on August 28th, they pushed us back a date from the original one. We have the same auditor as last year and we anticipate things going the same as last year.

Attended the Municipal Clerk's Academy in Ames the end of July. State Auditor Rob Sand was one of the speakers. We had a great discussion regarding donations to non-profits and the things to do if we provide funds. I believe we are following the protocol. There might be a few tweaks that are needed, but hopefully we are good. There was also another good class on Capital Improvement planning that gave suggestions on how to create them and where those funds could come from.

The FY22/23 Work Comp Audit documentation has been submitted. They will review the actual salaries and see if there will be any changes to the payment we made last July.

This is once again an Election Year. Election date is Tuesday, November 7, 2023. City Elections are held on the odd year. The first date to file petition papers is Monday, August 28th with the last day of Thursday, September 21st. Attached is an Election information paper with all the details.

As always at this time of year, we are continuing to work on year-end reports and prepare for the upcoming budget season.

Roby Smith
Treasurer of Iowa

**Outstanding Obligations
Disclosure Statement
Report Year 2023**

TABLE ONE

(Please type or print)

Federal ID Number: 428005023 City: _____
Nevada
Address: 1209 6th St
PO Box 530
City: Nevada State: IA Zip Code: 50201-0530
County: Story County Phone: 515-382-5466
Contact Person: Kerin Wright

Please refer to the complete instructions enclosed:

1. Verify the federal ID number, address, phone, contact, etc. at the top of the form. If something is incorrect, draw a line through it and write the correct information above it.
2. Verify the pre-printed information at the bottom of the form. If something is incorrect, draw a line through it and write the correct information on the line below it. If a debt is no longer outstanding, draw a line through the amount and write "0" in the line below it.
3. List any new or previously omitted issues.
4. Refer to the complete instructions for the Purpose and Security Classification letters.
5. Enter the total amount of debt outstanding on 6/30/2023 from this page at the bottom - "Total Outstanding Debt from this page."

Issue Date	Maturity Date	Amount Issued	Amount Outstanding	Purpose	Security Classification
09/27/2012	06/01/2026	\$7,320,000.00	\$275,000.00	Public Buildings/Schools	General Obligation
07/29/2020	06/01/2026	\$2,765,000.00	\$1,495,000.00	Utilities/Sewers	Revenue Bonds
09/26/2017	06/01/2028	\$2,850,000.00	\$1,020,000.00	Utilities/Sewers	General Obligation
04/29/2020	06/01/2032	\$8,905,000.00	\$8,905,000.00	Utilities/Sewers	General Obligation
01/29/2021	06/01/2041	\$1,360,000.00	\$1,300,000.00	Utilities/Sewers	Revenue Bonds
04/30/2021	06/01/2041	\$10,000,000.00	\$9,561,000.00	Utilities/Sewers	Revenue Bonds
01/28/2022	06/01/2042	\$10,000,000.00	\$9,999,000.00	Utilities/Sewers	Revenue Bonds
06/28/2023	06/01/2026	\$2,380,000.00	\$2,380,000.00	Parks/Recreation	General Obligation
09/30/2022	06/01/2052	\$20,838,000.00	\$20,837,000.00	Utilities/Sewers	Revenue Bonds

NEVADA CITY ELECTION INFORMATION FOR TUESDAY, NOVEMBER 7, 2023

Signature Requirements – Nevada is a city without runoff provisions and follows Chapter 45, Nomination by Petition

The minimum number of signatures needed is dependent on the size of the city.

- For cities with a population of 3,500 or greater: at least twenty-five (25) signatures

For Offices Elected by Ward (Nevada has Wards 1 through 4)

In cities where council members are only voted on by the residents of the ward, petition signers must live within the ward.

Filing Period

Monday, August 28 – Thursday, September 21, 2023

- Nomination petitions and affidavits of candidacy are filed with the city clerk.
- City Clerk's offices must be open until 5:00 p.m. on the day of the deadline.
- Affidavits must be notarized.
- For more information please see the Candidate's Guide from the Iowa Secretary of State citycndgde.pdf (iowa.gov)

Paperwork required (fillable forms available on SOS website) or at City Hall

- Nomination Petition (needs at least 25 signatures) [State of Iowa](http://sos.iowa.gov/elections/pdf/candidates/nomination.pdf)
- Affidavit of Candidacy (needs notarized)
<http://sos.iowa.gov/elections/pdf/candidates/affidavit.pdf>

Useful Links:

Secretary of State's Office: <http://sos.iowa.gov/elections/electioninfo/CityElections.html>

Ethics & Campaign Disclosure Board: [Guide for City Candidates | Iowa Ethics & Campaign Disclosure Board](http://iowaethics.org/)

The following City of Nevada Offices will be on the Ballot on November 7, 2023

(Incumbent shown in parentheses)

WARD 1 (Barb Mittman)

WARD 3 (Sandy Ehrig)

AT-LARGE (Jason Sampson)

