



COPY

AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, OCTOBER 23, 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) 558-8656, (301) 715-8592

Webinar ID: 851 5957 2027 Password: 287321

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

*Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. **Monday, October 23, 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 October 9, 2023
 - B. Approve Minutes of the Work session held on October 9, 2023
 - C. Approve Payment of Cash Disbursements, including Check Numbers 82658-82740 and Electronic Numbers 1458 1466(Inclusive) Totaling \$2,069,404.80 (See attached list)
 - D. Approve Financial Reports for Month of September, 2023
 - E. Accept and File City Street Finance Report for FY22/23
 - F. Approve Renewal of Class C Retail Alcohol License for Deniz Gracy LLC d/b/a/ El Mezcalito, 1200 6th Street, Effective November 18, 2023

G. Set Public Hearing for November 13, 2023 Voluntary Annexation Petition-Verbio South Property

5. **PUBLIC FORUM:** Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A.

6. **OLD BUSINESS**

- A. Approve Pay Request No. 18 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$432,557.37
- B. Discussion and Appropriate Follow-up Regarding Rental, Pass and User Fees for the Field House

7. **NEW BUSINESS**

- A. Resolution No. 019 (2023/2024): A Resolution to approve preconstruction agreement for primary road project with IDOT
- B. Resolution No. 020 (2023/2024): A Resolution to approve the Declaration of Submission of Property to Horizontal Property Regime for 1436 West F Avenue Owners Association
- C. Approve Amendment to Master Agreement, North Well Field Exploration up to \$67,200.00
- D. Discussion and Appropriate Follow-up Regarding Trees in the ROW
- E. Ordinance No. 1047 (2023/2024): An ordinance Amending the Code of Ordinances of the city of Nevada, IA, 2006, by Amending Provisions Pertaining to Sewer User Charges (Chapter 99)

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

9. **ADJOURN**

The agenda was posted on the official bulletin board on October 19, 2023, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

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**MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, OCTOBER 23, 2023 – 6:00 P.M.**

6. OLD BUSINESS

- A. Approve Pay Request No. 18 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$432,557.37

Enclosed you shall find the pay request and engineer's recommendation

- B. Discussion and Appropriate Follow-up Regarding Rental, Pass and User Fees for the Field House

Enclosed you shall find the Action form providing detail, a question-and-answer paper and overview with pass options

7. NEW BUSINESS

- A. Resolution No. 019 (2023/2024): A Resolution to approve preconstruction agreement for primary road project with IDOT

Enclosed you shall find a resolution to approve the attached agreement with the Iowa DOT to move the City's raw water line

- B. Resolution No. 020 (2023/2024): A Resolution to approve the Declaration of Submission of Property to Horizontal Property Regime for 1436 West F Avenue Owners Association

Enclosed you shall find a resolution and requested declaration from the developer. Staff has reviewed the request and approves.

- C. Approve Amendment to Master Agreement, North Well Field Exploration up to \$67,200

Enclosed you shall find the amendment from HRG

- D. Discussion and Appropriate Follow-up Regarding Trees in the ROW

Enclosed you shall find the action form with history and options

- E. Ordinance No. 1047 (2023/2024): An Ordinance Amending the Code of Ordinances of the City of Nevada, IA, 2006 by Amending Provisions Pertaining to Sewer User Charges (Chapter 99)

Enclosed you shall find a memo and ordinance increasing the sewer construction fee to cover the final draw from the State Revolving Fund for the Wastewater Treatment Facility. These rates are slated to begin with the July 1, 2024 utility bill. However, it is the intent to revise these rates once the study of the industrial/commercial users has been completed.

NEVADA CITY COUNCIL - MONDAY, OCTOBER 9, 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, October 9, 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, Sandy Ehrig. Absent: Steve Skaggs, Barb Mittman. Barb Mittman arrived at 6:04 p.m.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Tim Hansen, Rhonda Maier, Brandon Mickelson, Ryan Hutton, Chris Brandes

Also in attendance were: Andy Kelly, Evie Peterson, Emily Schaack, Glen Miller, Deb Parker, Tony Sneiderman, Mike Miller, Scott Walkner.

3. APPROVAL OF AGENDA

Motion by Dane Nealson, seconded by Jason Sampson, to **approve the agenda**. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Ehrig, Hanson. 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 Jason Sampson, seconded by Sandy Ehrig, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on September 25, 2023
- B. Approve Payment of Cash Disbursements, including Check Numbers 82596-82657 and Electronic Numbers 1448-1457 (Inclusive) Totaling \$855,454.18 (See attached list) and the First Interstate Card Purchases for the October 19, 2023 Statement, total \$7,828.13
- C. Approve End of Year FY23 Financial Reports after all transfers completed
- D. Approve Renewal of Class Retail Alcohol License for Scott Walkner, DOYOUNBOWL2,LC d/b/a/ Sports Bowl, 1229 12th Street, Effective October 31, 2023
- E. Approve Renewal of Class E Retail Alcohol License for Charles Good d/b/a/ Good & Quick Co, 519 Lincolnway, Effective December 5, 2023
- F. Approve 2024 Wellness Program

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

5. OLD BUSINESS

- A. Resolution No. 018 (2023/2024): A Resolution Authorizing Continued Support for the Main Street Iowa Program and Approve the Agreement with Main Street Nevada and Iowa Economic Development Authority

Motion by Sandy Ehrig, seconded by Brian Hanson, to **adopt Resolution No. 018 (2023/2024).** After due consideration and discussion the roll was called. Aye: Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 1 for the Field House, Gym Equipment Project from H2I Group in the amount of \$210,486.00

Motion by Dane Nealson, seconded by Jason Sampson, to **approve Pay Request No. 1 for the Field House, Gym Equipment Project from H2I Group in the amount of \$210,486.00.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

- C. Approve Change Order No. 6 for 2022 Street Improvements from Manatt's, Inc. in the amount of \$28,252.50

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Change Order No. 6 for 2022 Street Improvements from Manatt's, Inc. in the amount of \$28,252.50.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Nealson. Nay: None. The Mayor declared the motion carried.

Barb Mittman arrived at 6:04 p.m.

- D. Approve Pay Request No. 28 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,427,591.15

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Pay Request No. 28 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,427,591.15.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- E. Approve Pay Request No. 12 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$120,576.59

Motion by Dane Nealson, seconded by Brian Hanson, to **approve Pay Request No. 12 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$120,576.59.** After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- F. Approve Recommendation from Council Development Committee for Selection of the Preliminary Scope of Services Proposal from Askew Scientific Consulting for the Wastewater Treatment Facility

Motion by Barb Mittman, seconded by Dane Nealson, to **approve Recommendation from Council Development Committee for Selection of the Preliminary Scope of Services Proposal from Askew Scientific Consulting for the Wastewater Treatment Facility.** After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

6. NEW BUSINESS

A. Discussion and Appropriate Follow-up Regarding Architecture Services for the CDBG Downtown Façade Revitalization Grant

Motion by Dane Nealson, seconded by Jason Sampson, to approve the hire of Curtis Architecture & Design, P.C. for the Architecture Services for the CDBG Downtown Façade Revitalization Grant. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

B. Discussion and Appropriate Follow-up Regarding CBD Project, Storm Line Issues in Alleyway

Motion by Jason Sampson, seconded by Brian Hanson, to approve full payment of KPMM invoice and 50 percent payment of invoice to Upchurch Rentals from Htezler & Rhodes Construction for concrete work. After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Ehrig. Nay: None. The Mayor declared the motion carried.

C. Approve FY2024 Human Services Request of \$11,703.50, Round No. 2, Nevada Foundation

Motion by Sandy Ehrig, seconded by Jason Sampson, to approve FY2024 Human Services Request of \$11,703.50, Round No. 2, Nevada Foundation. After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

~~D. Approval of Rental, Pass and User Fees for the Nevada Field House~~

E. Approve Neighborhood Improvement Incentive Program, #4, in the amount of \$29,970.00, Flummerfelt Homes, Sunridge Estates House Demo's

Motion by Dane Nealson, seconded by Barb Mittman, to approve Neighborhood Improvement Incentive Program, #4, in the amount of \$29,970.00, Flummerfelt Homes, Sunridge Estates House Demo's. After due consideration and discussion the roll was called. Aye: Nealson, Mittman, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

7. 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 6:26 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

October 9, 2023 Fri

Item # 4B
Date: 10/23/23

NEVADA CITY COUNCIL - MONDAY, OCTOBER 9, 2023 6:26 P.M.

The City Council of the City of Nevada, Iowa, met for a Work Session on the proposed pass information and fees for the Field House in the Nevada City Council Chambers and via Zoom. The Session convened at 6:26 p.m. on Monday, October 9, 2023, pursuant to the rules of the Council. The notice was posted on the official bulletin board in compliance with the open meeting law.

The following named Council Members were present: Brian Hanson, Barb Mittman, Dane Neilson, Jason Sampson, Sandy Ehrig. Absent: Steve Skaggs. Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Marlys Barker, Chris Brandes, Rhonda Maier, and Tim Hansen.

Assistant Director of Parks & Recreation Maier reviewed the proposed pass information and fees for the Field House with council.

No decisions of the council were made. The session concluded at 7:30 p.m.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____
Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR OCTOBER 23, 2023 MTG
10/10/23 THRU 10/23/23

VENDOR	REFERENCE	AMOUNT	CHECK #
EMPLOYEE BEN SYSTM	BENEFITS PAID 10/6/23	2,151.01	1458
ALLIANT	ALL-UTILITIES	3,857.30	82658
VERIZON	WTR/WWT/LIB-SVCS	280.07	82659
WINDSTREAM	SC-PHONE	56.97	82660
HETZLER & RHODES	CBD PROJ-ALLEY KELLY	1,202.00	82661
SAMS	FH/STS/PD/FH-SUPPLIES	1,189.63	82662
MENARDS	4PLX-TRASH CAN	75.44	82663
ON TRACK CONST	WWTF-PH4-PR#12	120,576.59	82664
WILLIAMS BRO CONST	WWT-PH2-PR28	1,427,591.15	82665
NEVADA FOUNDATION	AD HOC PYMT #2 FY24	11,703.50	82666
H2I GROUP	FH-GYM EQUIPMENT #1	210,486.00	82667
KPMM	CBD PROJ-ALLEY/KELLY	1,105.00	82668
WAGEWORKS	FSA 2022 PMT	239	1459
FAREWAY	WTR.POOL/4PLX-SUPPLIES	55.91	82671
QUILL CORP	LIB-GLOVES	16.73	82672
COMPUTER RES SPEC	LIB-IT SVCS	337.5	82673
BAKER & TAYLOR	LIB-MATERIALS	2,822.83	82675
DEMCO	LIB-LABELS/TAPE	187.93	82676
CENTER POINT	LIB-MATERIALS	71.31	82677
CENGAGE	LIB-MATERIALS	375.08	82678
FARMHOUSE CATERING	LIB-ALA ASSEC GRANT COOKIES	100	82679
SOLKO, KATHY	LIB-REIMB	225.32	82680
RIVISTAS	LIB-SUBSCRIPTION	22.48	82681
BLACKBIRD DESIGN	LIB-SIGN	86.25	82682
MIDWEST TAPE	LIB-AUDIO BOOKS/DVD	572.88	82683
ZAGLOBA, AMANDA	LIB-REIMB	247.05	82684
AMAZON	LIB-MATERIALS	870.13	82685
FLUMMERFELT HOMES	NIIP-SUNRIDGE#4	29,970.00	82686
UNIQUE MNGMNT SVCS	LIB-PLACEMENTS	65	82687
PRINEAS, SARAH	LIB-MIDWEST AUTHOR	200	82688
WAGEWORKS	FSA 2022 PMT	747.71	1460
IPERS	IPERS	36,309.04	1461
TREAS STATE OF IA	STATE TAX	7,970.44	1462
EFTPS	FED/FICA TAX	27,686.51	1463
HUTTON, RYAN	HSA	275.41	1464
SYDNES, KELLAN	HSA	50	1465
CORNISH, DEVIN	HSA	50	1466
AMER'N FAMILY LIFE	AFLAC	966.94	82690
MISSION SQUARE	DEFERRED COMP	822.5	82691
COLLECTION SVCS CTR	CHILD SUPPORT	305.71	82692
FAREWAY	WELLNESS/SAFETY TRNG	28.04	82693
HAWKINS	WTR-AZONE 15	3,384.16	82694
NEVADA VET CLINIC	PD-ANIMAL CONTROL	408.5	82695
NEVADA JOURNAL	CH-SUBSCRIPTION	31.2	82696
VAN WALL EQUIP	CEM-SUPPLIES	498.64	82697
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,949.50	82698
CAPITAL SANI	PKM-SUPPLIES	840.41	82699
ARNOLDS	STS/EMS/WTR-SUPPLIES	1,165.15	82700
HOKEL	PKM-EDGER HARDWARE	2.37	82701
NATL REC & PARK	PKA-HANSEN MEMB	180	82702
GOOD & QUICK	PD-TIRE ROTATION/COOLANT LEAK	92.8	82703
DORSEY & WHITNEY	RENEWAL BONDS	334.14	82704
DIAMOND VOGEL	FD-PAINT	723.98	82705
SANDRY FIRE	FD-HELMET/NAME PATCH	468.5	82706
AMERICAN LEGION	PKM-FLAGS	100	82707

CUMMINS CENTRAL PWR	WTR/CH-MAINT	5,396.00	82708
NEVADA HARDWARE	ALL-SUPPLIES	481.58	82709
NEWSOME PLUMBING	PKM-BATHROOM RPR	551	82710
WINDSTREAM	LIB/PD-PHONES	158.24	82711
CONSUMERS ENERGY	ALL-UTILITIES	8,756.73	82712
TENDALL, JAMIE	STS-BOOTS/SHIRTS REIMB	231.63	82713
JOHN DEERE FIN	WWT/STS/PKM-SUPPLIES	768.86	82714
BRICK GENTRY	ALL-LEGAL	6,480.00	82715
CENTRAL IA WATER	WTR-LWE RAW WATER 11/2023	538.53	82716
ALPHA COPIES	PD-BRANDES BUSINESS CARDS	90.34	82717
WEX BANK	ALL-GAS CARD	2,088.20	82718
GIS WORKSHOP DBA GWORKS	WTR/WWT-ANNUAL LIC/SUPPORT	8,045.00	82719
MNG, INC	REC-ALL STAR SHIRTS	1,182.50	82720
SHAFFER'S AUTO BODY	PD-23 TAHOE RPR	3,246.05	82721
SOLKO, KATHY	LIB-REIMB	178.55	82722
BOUND TREE MED	EMS-SUPPLIES	142.22	82723
HUBER SUPPLY	EMS-02 SUPPLY	112.19	82724
MAIER, NATE	CIRL ALL STARS	50	82725
MENT	STS-FILL HOSE CONNECT	116.78	82726
ITECTS	FH-ARCH	5,840.00	82727
LIFEMED SAFETY	EMS-STRYER LIFE PACKS	26,241.00	82728
MAIER, TATE	CIRL ALL STARS	50	82729
HAWKEYE POLYGRAPH	PD-TWEDT	350	82730
JEO CONSULTING GRP	STS-2023 BRIDGE INSPECTION	4,500.00	82731
RANGEMASTERS TRNG CTR	PD-VANDERHART/SEYMOUR UNIFORM	286.52	82732
KLF WEB	REC-BASKETBALL	3,160.00	82733
METRONET	ALL-INTERNET SVCS	292.2	82734
DISCOVER AMES	F24 PARTNER	250	82735
DAKOTA SUPPLY	WTR-SUPPLIES	2,210.70	82736
B5 BRANDING ELITE SCREEN	WWT/STS-LOGOS	17	82737
PAINT PUMP PROS	STS-PAINTER RPR	958.25	82738
NODINE, LOGAN	CIRL ALL STARS	50	82739
VORM, MATAYA	CIRL ALL STARS	50	82740
	WATER DEPOSITS	34.11	
	Refund Checks Total	34.11	
	Accounts Payable Total	1,986,001.78	
	Payroll Checks	83,368.91	
	***** REPORT TOTAL *****	2,069,404.80	
	GENERAL	160,375.46	
	ROAD USE TAX	22,833.30	
	LOCAL OPTION SALES TAX	12,279.28	
	LIBRARY TRUST	775.82	
	DANIELSON TRUST	998.24	
	SC/FIELDHOUSE	217,514.78	
	CBD DOWNTOWN IMPR	2,307.00	
	WATER	45,576.53	
	WATER DEPOSITS	34.11	
	SEWER	25,119.13	
	SEWER CAP IMP PROJECT	1,548,167.74	
	REVOLVING FUND	30,285.69	
	FLEX BENEFIT REVOLVING	986.71	
	HEALTH INS, SELF FUND	2,151.01	
	TOTAL FUNDS	2,069,404.80	

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	114,220.23-	4,677,404.27
002-000-1110	CASH-HOTEL/MOTEL	43.67	12,080.86
110-000-1110	CASH-ROAD USE TAX	130,361.27-	2,449,185.14
112-000-1110	CASH-EMPLOYEE BENEFITS	53,968.72	73,587.19
113-000-1110	CASH-RUT CAPITAL	299,678.53	704,540.55
119-000-1110	CASH-EMERGENCY FUND	6,689.01	7,731.50
121-000-1110	CASH-LOCAL OPTION TAX	840,249.53-	985,112.55
125-000-1110	CASH-TIF	57,440.51	1,487,717.88
126-000-1110	CASH-LMI SUBFUND		263,906.53
167-000-1111	RESERVE-WELLS	6.73	1,863.32
167-000-1113	RESERVE-ZWILLING	.42	117.17
167-000-1114	RESERVE-ALBERRY	3.85	1,066.11
168-000-1118	RESERVE-UNDESIGNATED	.86	237.77
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	100.28	27,743.04
169-000-1110	CASH-LIBRARY TRUST	1,941.92	6,704.86
171-000-1110	CASH-FIRE TRUST	66.14	18,299.84
172-000-1110	CASH-SCORE UNDESIGNATED	21.56	5,965.78
173-000-1110	CASH-SCORE O&M	1.00	277.17
174-000-1110	CASH-NORTH STORY BASEBALL	14.74	4,077.09
175-000-1110	CASH-SENIOR COMM CENTER	38.01	10,515.34
176-000-1110	CASH-GH PIANO	72.04	19,931.09
177-000-1110	CASH-POLICE FOREITURE	46.19	12,779.24
179-000-1122	RESERVE-GRNBLT MAP 2005	13.67	3,781.62
179-000-1124	RESERVE-ST CO TRAIL	1.51	417.09
179-000-1127	RESERVE-UNRESTRICTED	53,474.23-	19,237.04
179-000-1128	RESERVE-SCORE SCOREBOAR	17.43	4,821.15
179-000-1130	RESERVE-LANDSCAPING	42.33	6,710.57
179-000-1131	RESERVE-FIELD MAINT	3,518.10	32,674.48
179-000-1132	RESERVE-LEW HANSEN SUB	5.36	1,481.83
179-000-1133	RESERVE-87 SOUTHWOOD	28.82	7,973.73
179-000-1134	RESERVE-MARDEAN PARK	3.42	946.36
179-000-1135	RESERVE-WILSON POND DONATIONS	2.83	782.09
179-000-1137	P&R BRINKMAN MEMORIAL	8.60	2,378.10
180-000-1110	CASH-COLUMBARIAN MAINT	19.73	5,458.52
181-000-1110	CASH-TRAIL MAINTENANCE	20,192.75	53,326.84
182-000-1110	CASH-DANIELSON/OTHERTRU	580.77	245,542.51
183-000-1110	CASH-LIB BLDG TRUST	.74	205.08
184-000-1110	CASH-TREES FOREVER	17.29	4,783.55
185-000-1110	CASH-4TH OF JULY	24.46	6,767.07
186-000-1110	CASH-COMM BAND	5.18	1,432.79
200-000-1110	CASH-DEBT SERVICE	74,994.47	719,167.10
301-000-1110	CASH-CITY HALL/PUBLIC S	2.22	615.44
302-000-1110	CASH-LIBRARY BLDG	14,666.06	21,584.58
304-000-1110	CASH-SC/FIELDHOUSE	220,452.98-	2,379,424.34
306-000-1110	CASH-SPLASHPAD	401,451.03	401,451.03
307-000-1110	CASH-SIDEWALKIMPROVEMEN	20,507.20	140,326.00
310-000-1110	CASH-2021STS PROJ 11TH/S14	281,163.30-	1,408,215.94-
311-000-1110	CASH-2019 CIP WORK	5,836.04	1,614,639.95
315-000-1110	CASH-CBD DOWNTOWN IMPR	62,730.71-	62,962.71-
321-000-1110	CASH-TRAIL CIP PROJECTS	1,671.18	462,360.08
322-000-1110	CASH-ARP FUNDS	3,773.26	1,043,935.68

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
500-000-1110	CASH-PERPETUAL CARE		174,001.58
501-000-1110	CASH-HATTERY		5,000.00
500-000-1110	CASH-WATER O&M	619,400.56-	3,328,371.24
501-000-1110	CASH-WATER DEPOSITS	644.66-	89,454.97
502-000-1110	CASH-WATER PLANT UPGRADE RSRV	206,381.36	1,765,511.09
505-000-1110	CASH-WATER 2012C BOND	460,350.00	660,366.73
507-000-1110	CASH-WTR CAPITAL REVOLV	113,579.64	119,939.39
508-000-1110	CASH-JORDAN WELL PROJ		188,332.19-
509-000-1110	CASH-WTR CAPITAL PROJECTS	31,545.80-	31,545.80-
510-000-1110	CASH-WASTEWATER O&M	106,883.22-	2,373,967.48
511-000-1110	CASH-SEWER REVOLVING	6,468.25	1,789,550.20
515-000-1110	CASH-SEWER CONSTRUCTION	285,969.18	3,715,369.42
516-000-1110	CASH-WWT CIP	1,633,342.84-	4,482,966.52-
517-000-1110	CASH-WWT CAPITAL	1,430.29	395,714.93
518-000-1110	CASH-SRF SPONSORED PROJECT	12,455.63-	556,816.54-
570-000-1110	CASH-GARBAGE UTILITY	5,944.95	13,015.58-
740-000-1110	CASH-STORM WATER UTILIT	56,276.48-	1,055,631.46
810-000-1139	RESERVE-PARK & RECREATI	83,651.95	155,325.42
810-000-1140	RESERVE-LIBRARY	10,249.83	69,121.00
810-000-1141	RESERVE-CEMETERY	33,793.26	122,635.03
810-000-1142	RESERVE-FINANCE	46,253.06	346,681.26
810-000-1143	RESERVE-FIRE	114,155.59	639,569.74
810-000-1144	RESERVE-POLICE	94,402.09	247,895.54
810-000-1146	RESERVE-PLANNING & ZONI	5,168.97	46,747.08
810-000-1147	RESERVE-GATES HALL	20,280.45	77,591.99
810-000-1148	RESERVE-TECHNOLOGY	25,146.07	40,411.57
812-000-1110	CASH-FLEXIBLE BENEFITS	1,077.30	36,126.56
813-000-1110	CASH-HEALTH INS/SELF FUND	4,973.44	29,709.94
830-000-1110	CASH-SICK & VACATION	1,172.14	324,292.44
	CASH TOTAL	1,675,234.99-	28,818,199.69
001-000-1120	PETTY CASH - LIBRARY		75.00
600-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
182-000-1168	COUNTY FOUNDATION INVES		86,393.86
	SAVINGS TOTAL	.00	86,393.86
	TOTAL CASH	1,675,234.99-	28,905,268.55

CITY OF NEVADA
BUDGET REPORT
CALENDAR 9/2023, FISCAL 3/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PCT OF FISCAL YTD 25.0%		YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
		TOTAL BUDGET	MTD BALANCE			
	POLICE TOTAL	1,336,821.00	110,724.63	329,361.10	24.64	1,007,459.90
	POLICE-OFFICE TOTAL	139,125.00	9,841.09	29,781.33	21.41	109,343.67
	EMERGENCY MANAGEMENT TOTAL	1,320.00	90.29	272.24	20.62	1,047.76
	FLOOD CONTROL TOTAL	27,600.00	.00	1,120.74	4.06	26,479.26
	FIRE TOTAL	277,027.00	15,274.55	104,744.53	37.81	172,282.47
	AMBULANCE TOTAL	14,871.00	1,728.84	5,383.81	36.20	9,487.19
	BUILDING INSPECTIONS TOTAL	61,004.00	3,495.76	11,282.57	18.49	49,721.43
	ANIMAL CONTROL TOTAL	4,500.00	326.40	1,066.30	23.70	3,433.70
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	.00	107.20	7.15	1,392.80
	PUBLIC SAFETY TOTAL	1,863,768.00	141,481.56	483,119.82	25.92	1,380,648.18
	ROADS, BRIDGES, SIDEWALKS TOTA	1,131,149.00	45,758.99	200,846.16	17.76	930,302.84
	STREET LIGHTING TOTAL	137,000.00	8,727.27	29,255.63	21.35	107,744.37
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	6.15	1.23	493.85
	PAVEMENT MARKINGS TOTAL	15,000.00	13.97	1,335.04	8.90	13,664.96
	SNOW REMOVAL TOTAL	82,275.00	.00	.00	.00	82,275.00
	TREES & WEEDS TOTAL	50,000.00	91.28	29,014.27	58.03	20,985.73
	PUBLIC WORKS TOTAL	1,415,924.00	54,591.51	260,457.25	18.39	1,155,466.75
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	OTHER HEALTH/SOCIAL SERV TOTA	40,000.00	.00	16,882.21	42.21	23,117.79
	HEALTH & SOCIAL SERVICES TOTA	53,000.00	.00	16,882.21	31.85	36,117.79
	LIBRARY TOTAL	515,992.00	36,695.92	124,596.07	24.15	391,395.93
	LIBRARY-DONATED TOTAL	34,650.00	671.26	4,682.93	13.51	29,967.07
	LIBRARY-STATE INFRASTRUCT TOTA	23,500.00	579.86	6,785.05	28.87	16,714.95
	MUSEUM/BAND/THEATRE TOTAL	1,500.00	.00	1,075.38	71.69	424.62
	PARKS TOTAL	130,626.00	8,751.79	52,041.00	39.84	78,585.00
	PARK MAINTENANCE TOTAL	356,920.00	86,536.03	199,015.14	55.76	157,904.86
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	3,531.00	6,911.81	34.56	13,088.19
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00
	FOUR-PLEX COMPLEX TOTAL	49,617.00	137.52	12,365.29	24.92	37,251.71
	POOL TOTAL	269,014.00	16,027.72	143,738.54	53.43	125,275.46
	RECREATION TOTAL	5,103.00	5,474.67	21,133.74	414.14	16,030.74-
	ADULT SOFTBALL TOTAL	1,819.00	.00	105.00	5.77	1,714.00
	COMMUNITY HEALTH/WEELLNESS TOTA	1,200.00	.00	.00	.00	1,200.00
	SENIOR ACTIVITY TOTAL	3,500.00	.00	.00	.00	3,500.00
	CEMETERY TOTAL	179,125.00	47,030.85	77,754.50	43.41	101,370.50
	COMMUNITY CTR/ZOO/MARINA TOTA	292,622.00	9,008.31	27,710.83	9.47	264,911.17
	SENIOR COMMUNITY CENTER TOTAL	7,807.00	451.29	3,120.70	39.97	4,686.30
	FIELDHOUSE TOTAL	20,500.00	.00	.00	.00	20,500.00
	BASEBALL SOFTBALL TOTAL	41,646.00	.00	1,965.00	4.72	39,681.00
	YOUTH BASKETBALL TOTAL	11,605.00	.00	1,727.78	14.89	9,877.22
	VOLLEYBALL TOTAL	2,749.00	1,663.93	1,663.93	60.53	1,085.07
	FLAG FOOTBALL TOTAL	6,395.00	2,205.34	2,205.34	34.49	4,189.66

CITY OF NEVADA
BUDGET REPORT
CALENDAR 9/2023, FISCAL 3/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	25.0% UNEXPENDED
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,798.00	.00	.00	.00	2,798.00
	CIRL TOTAL	5,000.00	995.00	1,695.00	33.90	3,305.00
	HISTORICAL SOCIETY TOTAL	.00	.00	4,910.00	.00	4,910.00-
	HISTORIC PRESERVATION TOTAL	7,500.00	.00	.00	.00	7,500.00
	CULTURE & RECREATION TOTAL	2,006,438.00	219,760.49	695,203.03	34.65	1,311,234.97
	ECONOMIC DEVELOPMENT TOTAL	568,003.00	.00	14,292.00	2.52	553,711.00
	MAIN STREET NEVADA TOTAL	25,000.00	.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	65,000.00	.00	.00	.00	65,000.00
	PLANNING & ZONING TOTAL	262,082.00	3,999.07	23,425.05	8.94	238,656.95
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	8,500.00	.00	.00	.00	8,500.00
	LINCOLN HWY DAYS TOTAL	4,000.00	.00	.00	.00	4,000.00
	OTHER COMM & ECO DEV TOTAL	700.00	.00	.00	.00	700.00
	COMMUNITY & ECONOMIC DEV TOTA	934,085.00	3,999.07	37,717.05	4.04	896,367.95
	MAYOR/COUNCIL/CITY MGR TOTAL	12,790.00	583.26	4,698.03	36.73	8,091.97
	COUNCIL TOTAL	10,650.00	.00	4.36	.04	10,645.64
	CITY ADMINISTRATOR TOTAL	55,450.00	1,066.87	11,843.69	21.36	43,606.31
	CLERK/TREASURER/ADM TOTAL	485,637.00	23,499.27	81,569.68	16.80	404,067.32
	ELECTIONS TOTAL	3,500.00	.00	.00	.00	3,500.00
	LEGAL SERVICES/ATTORNEY TOTAL	122,700.00	7,617.00	21,567.00	17.58	101,133.00
	CITY HALL/GENERAL BLDGS TOTAL	125,654.00	7,803.46	29,803.07	23.72	95,850.93
	TORT LIABILITY TOTAL	62,551.00	.00	58,547.00	93.60	4,004.00
	OTHER GENERAL GOVERNMENT TOTA	14,000.00	443.28	1,722.15	12.30	12,277.85
	GENERAL GOVERNMENT TOTAL	892,932.00	41,013.14	209,754.98	23.49	683,177.02
	CITYHALL/LIBRARY DEBT TOTAL	96,363.00	.00	.00	.00	96,363.00
	CBD PROJECT 8.9M TOTAL	178,550.00	.00	.00	.00	178,550.00
	GATES HALL DEBT TOTAL	961,882.00	.00	.00	.00	961,882.00
	DDCE WTR/WMT/STS DEBT TOTAL	673,500.00	.00	.00	.00	673,500.00
	DEBT SERVICE TOTAL	1,910,295.00	.00	.00	.00	1,910,295.00
	FLOOD CONTROL TOTAL	75,000.00	.00	.00	.00	75,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,217,200.00	343,894.01	798,534.62	36.02	1,418,665.38
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	10,000.00	.00	.00	.00	10,000.00
	TRAIL SYSTEM-BIKE/WALK TOTAL	100,000.00	.00	5,459.50	5.46	94,540.50
	POOL TOTAL	100,000.00	.00	.00	.00	100,000.00
	SENIOR COMMUNITY CENTER TOTAL	.00	.00	112.50	.00	112.50-
	FIELDHOUSE TOTAL	2,320,000.00	279,053.30	865,714.36	37.32	1,454,285.64

CITY OF NEVADA
BUDGET REPORT
CALENDAR 9/2023, FISCAL 3/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	25.0% UNEXPENDED
	CAPITAL PROJECTS TOTAL	4,847,200.00	622,947.31	1,669,820.98	34.45	3,177,379.02
	WTR 2012C BOND TOTAL	460,350.00	.00	.00	.00	460,350.00
	WWT DEBT TOTAL	1,363,200.00	.00	.00	.00	1,363,200.00
	WATER TOTAL	50,490.00	11,853.88	11,853.88	23.48	38,636.12
	WATER-PLANT/PUMPS TOTAL	1,010,062.00	66,834.81	294,083.30	29.12	715,978.70
	TOTAL	.00	31,545.80	31,545.80	.00	31,545.80
	WATER-LINES-INST & O&M TOTAL	81,458.00	4,645.99	14,567.56	17.88	66,890.44
	WATER ACCOUNTING TOTAL	382,675.00	32,304.66	94,200.78	24.62	288,474.22
	WASTEWATER PLANT TOTAL	1,451,001.00	210,854.40	353,531.06	24.36	1,097,469.94
	WASTEWATER COLLECTION TOTAL	21,904,560.00	1,650,404.10	5,148,553.93	23.50	16,756,006.07
	WASTEWATER ACCOUNTING TOTAL	253,325.00	18,698.83	57,306.92	22.62	196,018.08
	LANDFILL/GARBAGE TOTAL	74,700.00	53.64	36,516.64	48.88	38,183.36
	STORM WATER TOTAL	70,900.00	112.24	22,332.78	31.50	48,567.22
	ENTERPRISE FUNDS TOTAL	27,102,721.00	2,027,308.35	6,064,492.65	22.38	21,038,228.35
	TRANSFERS IN/OUT TOTAL	6,569,463.00	2,564,350.00	2,564,350.00	39.03	4,005,113.00
	TRANSFER OUT TOTAL	6,569,463.00	2,564,350.00	2,564,350.00	39.03	4,005,113.00
	TOTAL EXPENSES	47,595,826.00	5,675,451.43	12,001,797.97	25.22	35,594,028.03

CITY OF NEVADA
REVENUE REPORT
CALENDAR 9/2023, FISCAL
BUDGET
ESTIMATE

3/2024
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

25.0%

Page 1
OPER: EM

UNCOLLECTED

ACCOUNT NUMBER

ACCOUNT TITLE

GENERAL TOTAL	4,156,643.00	421,619.63	607,644.40	14.62	3,548,998.60
HOTEL MOTEL TOTAL	4,100.00	43.67	988.11	24.10	3,111.89
ROAD USE TAX TOTAL	1,016,901.00	117,145.65	272,640.19	26.81	744,260.81
EMPLOYEE BENEFITS TOTAL	633,163.00	53,968.72	59,513.44	9.40	573,649.56
RUT CAPITAL TOTAL	303,000.00	302,546.53	305,838.71	100.94	2,838.71-
EMERGENCY FUND TOTAL	78,467.00	6,689.01	7,395.89	9.43	71,071.11
LOCAL OPTION SALES TAX TOTAL	1,020,000.00	117,465.84	357,821.61	35.08	662,178.39
TAX INCREMENT FINANCING TOTAL	588,552.00	57,440.51	77,604.33	13.19	510,947.67
LMI-SUBFUND TOTAL	80,786.00	.00	.00	.00	80,786.00
RESTRICTED GIFTS TOTAL	25.00	11.00	35.69	142.76	10.69-
CEMETARY CIP/LAND TOTAL	200.00	101.14	327.84	163.92	127.84-
LIBRARY TRUST TOTAL	3,100.00	2,886.31	6,461.47	208.43	3,361.47-
FIRE TRUST TOTAL	120.00	66.14	214.41	178.68	94.41-
SCORE-UNDESIGNATED TOTAL	50.00	21.56	69.89	139.78	19.89-
SCORE O&M TOTAL	5.00	1.00	3.24	64.80	1.76
NORTH STORY BASEBALL TOTAL	24,000.00	14.74	51.41	.21	23,948.59
SENIOR CENTER TRUST TOTAL	710.00	38.01	123.21	17.35	586.79

CITY OF NEVADA
REVENUE REPORT
CALENDAR 9/2023, FISCAL
BUDGET
ESTIMATE

3/2024
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

25.0%
UNCOLLECTED
Page 2
OPER: EM

ACCOUNT NUMBER	ACCOUNT TITLE					
	GATES HALL PIANO TOTAL	100.00	72.04	233.52	233.52	133.52-
	ASSET FORFEITURE TOTAL	100.00	46.19	149.73	149.73	49.73-
	PARK OPEN SPACE TOTAL	34,300.00	7,385.84	10,408.52	30.35	23,891.48
	COLUMBARIAN MAINTENANCE TOTAL	220.00	19.73	243.47	110.67	23.47-
	TRAIL MAINTENANCE TOTAL	20,150.00	20,192.75	20,462.19	101.55	312.19-
	DANIELSON TRUST TOTAL	1,600.00	887.50	2,880.70	180.04	1,280.70-
	LIB BLDG TRUST TOTAL	.00	.74	2.40	.00	2.40-
	TREES FOREVER TOTAL	75.00	17.29	56.05	74.73	18.95
	4TH OF JULY TRUST TOTAL	2,575.00	24.46	1,455.72	56.53	1,119.28
	COMMUNITY BAND TOTAL	1,000.00	5.18	120.39	12.04	879.61
	DEBT SERVICE TOTAL	1,621,946.00	74,994.47	88,337.71	5.45	1,533,608.29
	CH CAMPUS PROJ TOTAL	.00	2.22	7.21	.00	7.21-
	LIBRARY ADDITION TOTAL	97,463.00	14,666.06	16,265.82	16.69	81,197.18
	SC/FIELDHOUSE TOTAL	4,570,000.00	58,600.32	286,699.72	6.27	4,283,300.28
	SPLASHPAD PROJECT TOTAL	400,000.00	401,451.03	401,451.03	100.36	1,451.03-
	SIDEWALK IMPROVEMENTS TOTAL	30,000.00	20,507.20	21,481.53	71.61	8,518.47
	2019 CIP WORK TOTAL	.00	5,836.04	18,918.21	.00	18,918.21-

CITY OF NEVADA
REVENUE REPORT
CALENDAR 9/2023, FISCAL
BUDGET
ESTIMATE

3/2024
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

Page 3
OPER: EM

25.0%

UNCOLLECTED

ACCOUNT NUMBER

ACCOUNT TITLE

	IDOT S14 PROJ,TRAIL TOTAL	434,370.00	.00	.00	.00	434,370.00
	TRAIL CIP RESERVE PROJTS TOTA	76,230.00	1,671.18	5,417.52	7.11	70,812.48
	ARP FUNDS TOTAL	10,000.00	3,773.26	12,231.46	122.31	2,231.46-
	PERPETUAL CARE TOTAL	3,800.00	.00	1,320.00	34.74	2,480.00
	WATER TOTAL	2,440,525.00	267,694.12	825,054.25	33.81	1,615,470.75
	WATER DEPOSITS TOTAL	25,000.00	1,396.12	4,871.12	19.48	20,128.88
	WATER PLANT UPGRADE RSRV TOTA	212,000.00	206,381.36	219,059.60	103.33	7,059.60-
	WATER 2012C/2020B BOND TOTAL	460,350.00	460,350.00	460,350.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	128,000.00	125,433.52	125,485.24	98.04	2,514.76
	SEWER TOTAL	2,584,687.00	302,275.64	952,474.95	36.85	1,632,212.05
	SEWER SRF REVOLVING TOTAL	1,773,583.00	6,468.25	20,967.59	1.18	1,752,615.41
	SEWER CONSTRUCTION TOTAL	345,000.00	285,969.18	358,904.32	104.03	13,904.32-
	SEWER CAP IMP PROJECT TOTAL	15,000,000.00	.00	1,351,885.47	9.01	13,648,114.53
	SEWER EQUIP REVOLVING TOTAL	152,000.00	151,430.29	154,636.46	101.73	2,636.46-
	SRF SPONSORED PROJECT TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00
	LANDFILL/CARBAGE TOTAL	73,700.00	5,998.59	18,125.29	24.59	55,574.71
	STORM WATER TOTAL	177,900.00	18,835.76	58,004.53	32.61	119,895.47

CITY OF NEVADA
REVENUE REPORT
CALENDAR 9/2023, FISCAL 3/2024
BUDGET MTD
ESTIMATE BALANCE

ACCOUNT NUMBER	ACCOUNT TITLE	PCT OF FISCAL YTD YTD BALANCE	25.0% PERCENT RECVD	UNCOLLECTED
	REVOLVING FUND TOTAL	510,000.00	470,547.77	498,103.27 97.67 11,896.73
	FLEX BENEFIT REVOLVING TOTAL	.00	2,312.30	7,436.90 .00 7,436.90-
	HEALTH INS, SELF FUND TOTAL	.00	38,374.71	114,490.58 .00 114,490.58-
	OTHER INTERNAL SERV FUND TOTA	1,000.00	1,172.14	3,799.63 379.96 2,799.63-
	TOTAL REVENUE BY FUND	40,597,496.00	4,034,852.71	7,758,525.94 19.11 32,838,970.06



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Nevada

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Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$273,332					\$273,332
Benefits - Roads/Streets		\$108,806					\$108,806
Training & Dues		\$8,478					\$8,478
Building & Grounds Maint. & Repair		\$11,710					\$11,710
Vehicle & Office Equip Operation and Repair		\$37,843					\$37,843
Operational Equipment Repair		\$24,126					\$24,126
Engineering		\$2,421					\$2,421
Insurance		\$28,244					\$28,244
Rents & Leases		\$3,500					\$3,500
Street Maintenance Expense		\$11,138	\$96,264				\$107,402
Technology Expense		\$450					\$450
Other Contract Services		\$5,362					\$5,362
Minor Equipment Purchases		\$2,318					\$2,318
Operating Supplies		\$40,564					\$40,564
Postage & Safety		\$9,285					\$9,285
Other Supplies		\$5,356					\$5,356
Heavy Equipment			\$45,896				\$45,896



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Nevada

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & 00)	Grand Total
Other Capital Equipment			\$2,039				\$2,039
Street - New Roadway					\$285,955		\$285,955
Principal Payment				\$1,050,000			\$1,050,000
Interest Payment				\$184,610			\$184,610
Bond Registration Fees				\$1,224			\$1,224
Transfer Out		\$100,221	\$214,955				\$315,176
Street Lighting		\$58,279					\$58,279
Snow Removal		\$28,964					\$28,964
Depreciation & Building Utilities		\$17,059					\$17,059
Snow Removal Salaries		\$25,603					\$25,603
Snow Removal Benefits		\$8,411					\$8,411
Total		\$811,470	\$359,154	\$1,235,834	\$285,955		\$2,692,413



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023
Nevada
10/16/2023 7:02:01 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$0		\$114,955	\$1,235,834			\$1,350,789
Other Taxes (Hotel, LOST)			\$196,263				\$196,263
Interest			\$13,764				\$13,764
State Revenues - Road Use Taxes		\$952,958					\$952,958
Charges/fees						\$0	\$0
Contributions		\$5,132					\$5,132
Sale of Property & Merchandise			\$600				\$600
Transfer In		\$114,955	\$200,000		\$221		\$315,176
Total	\$0	\$1,073,045	\$525,582	\$1,235,834	\$221	\$0	\$2,834,682



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023
Nevada
10/16/2023 7:02:01 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2017 Refunding of 2013 Dupont/W Ind Pk Bond, Was in escrow	\$1,640,000	\$620,000	\$43,550	\$620,000	\$43,550	\$1,020,000
2019 CIP Work, 10th St and S D Ave	\$430,000	\$430,000	\$12,900	\$430,000	\$12,900	\$0
2020 Bond, Central Business District Project	\$6,411,600	\$0	\$178,000	\$0	\$128,160	\$6,411,600
Total	\$8,481,600	\$1,050,000	\$234,450	\$1,050,000	\$184,610	\$7,431,600



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Nevada

10/16/2023 7:02:01 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Titan Backhoe	2020	Purchased	\$74,000	No Change
International 7000 Plow 4237	2015	Purchased	\$129,186	No Change
International HV607 Dump Truck, 1862	2020	Purchased	\$105,453	No Change
International HV607 Dump Truck	2020	Purchased	\$105,453	No Change
Falcon RME Trailer	2013	Purchased	\$17,319	No Change
Ford F250 flatbed	2012	Purchased	\$21,525	No Change
Ford F250	2011	Purchased	\$20,683	No Change
Cronkite Skidloader Tri	2007	Purchased	\$25,900	Traded
Ford F250	2004	Purchased	\$12,618	No Change
Ford F250	2015	Purchased	\$17,319	No Change
International 4700 Dump Truck	1996	Purchased	\$59,605	No Change
Cat Integrated Tool Carrier w/snow blower attachm	2004	Purchased	\$142,531	No Change
International 7000 4243	2015	Purchased	\$129,186	No Change
Elgin Sweeper	2013	Purchased	\$142,531	No Change
International 7000 Plow 4239	2015	Purchased	\$129,186	No Change
Chevrolet Silverado	2017	Purchased	\$27,367	No Change
Ford F150 PU	2013	Purchased	\$17,319	No Change
International Plow 4238	2015	Purchased	\$129,186	No Change
Caterpillar 135H Motor Grader	1996	Purchased	\$203,077	No Change
John Deere Tractor, Annual Lease	2020	Lease	\$3,200	No Change
Leeboy Asphalt Roller	1996	Purchased	\$17,675	No Change



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Nevada

10/16/2023 7:02:01 PM

Description	Model Year	Usage Type	Cost	Purchased Status
John Deere Skidsteer	2023	Purchased	\$45,896	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023
Nevada
10/16/2023 7:02:01 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
---------------------	----------------	-------------	-----------------



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Nevada

10/16/2023 7:02:01 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & 00)	Grand Total
Beginning Balance	\$0	\$2,329,747	\$235,142	\$0	\$1,208,812	\$0	\$3,773,701
Sub Total Expenses (-)		\$711,249	\$144,199	\$1,235,834	\$285,955		\$2,377,237
Transfers Out (-)		\$100,221	\$214,955				\$315,176
Subtotal Revenues (+)	\$0	\$958,090	\$325,582	\$1,235,834		\$0	\$2,519,506
Transfers In (+)		\$114,955	\$200,000		\$221		\$315,176
Ending Balance	\$0	\$2,591,322	\$401,570	\$0	\$923,078	\$0	\$3,915,970

Resolution Number:

Execution Date:

Signature:

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 10/23/23 Council Agenda

Business Name El Mezcalito 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.

10-6-23
Date

RAZ
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		
Deniz Gracy LLC	El Mezcalito	(515) 382-3121		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1200 6th St		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
1200 6th St	Nevada	Iowa	50201	

Contact Person

NAME	PHONE	EMAIL
Maria Rubi	(515) 288-3188	maria@communitycpa.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0043020	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 18, 2023	Nov 17, 2024	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Maria Deniz	Des Moines	Iowa	50320	Member	100.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Society Insurance	Nov 18, 2023	Nov 18, 2024
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

**NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION
PETITION OF TERRITORY INTO THE CITY OF NEVADA, IOWA**

Notice is hereby given that a proposed 100% voluntary annexation application has been submitted and is recommended that the City Council of Nevada, Iowa annex the following described real estate, situated in Story County, Iowa, and owned by Verbio Nevada LLC.:

The North Half of the Northwest Quarter of Section 10, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, except Parcel A in the Northeast Quarter of said Northwest Quarter, as shown on the Plat of Survey filed in Book 10, Page 12, and except Parcel B in the Northwest Quarter of said Northwest Quarter, as shown on the Plat of Survey filed at Inst. No. 95-11615, and in Book 13, Page 173. Said property contains 73.57 acres, which includes 2.89 acres of existing public right of way.

Notice is further given that the City Council of Nevada, Iowa will conduct a hearing and consider the petition for annexation at a meeting beginning at 6:00 P.M. on Monday, November 13, 2023, in the Council Chambers of City Hall located at 1209 6th Street, Nevada, Iowa 50201, at which time all interested parties are invited to comment. The petition for annexation is on file in the office of the City Clerk. Any interested person may appear at the hearing. This notice is published and mailed as required by sections 362.2 and 368.7 of the Code of Iowa by order of the City Council.

Kerin Wright, City Clerk

CITY OF NEVADA

VOLUNTARY ANNEXATION PETITION

APPLICATION FORM

(This form must be filled out completely before your application will be accepted)

1. **Property Address** for this Voluntary Annexation or a description of the General Location if an Address has not been assigned: _____

Property that is located south of Verbio's main property at 59219 Lincoln Highway, Nevada 50201

2. **Legal Description** (attach, if lengthy):

The North Half of the Northwest Quarter of Section 10, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, except Parcel A in the Northeast Quarter of said Northwest Quarter, as shown on the Plat of Survey filed in Book 10, Page 12, and except Parcel B in the Northwest Quarter, as shown on the Plat of Survey filed at Inst. No. 95-11615, and in Book 13, Page 173. Said property contains 73.57 acres, which includes 2.89 acres of existing public right of way.

3. **Property Owner: Verbio Nevada LLC**

Address: _____ 59219 Lincoln Highway Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: _____ 866-306-4777 866-306-4777 ext 2000
(Home) (Business) (Fax)

4. **Applicant: Verbio Nevada LLC**

Address: _____ 59219 Lincoln Highway Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: _____ 866-306-4777 866-306-4777 ext 2000
(Home) (Business) (Fax)

5. **Contact Person: Greg Faith**

Address: _ 59219 Lincoln Highway Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: _ 866-306-4777 866-306-4777 ext 2000
(Home) (Business) (Fax)

Obtaining approval of this Voluntary Annexation does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

I (We) certify that I (We) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Nevada and have submitted all the required information.

Signed by: Greg Faith Date: 8/31/2023
(PROPERTY OWNER)

(Note: No other signature may be substituted for the Property Owner's Signature.)

and: Greg Faith Date: 8/31/2023
(APPLICANT)

and: Greg Faith Date: 8/31/2023
(Contact Person)

This Annexation Petition must include signatures by the owners of 50% of the area of all real estate included within the boundaries of said tract as described in said petition, and in addition, duly signed by the owners of 50% of the area of all real estate lying outside of said tract but within 200 feet of the boundaries thereof, and intervening streets and alleys not to be included in computing such 200 feet.

VOLUNTARY ANNEXATION PETITION

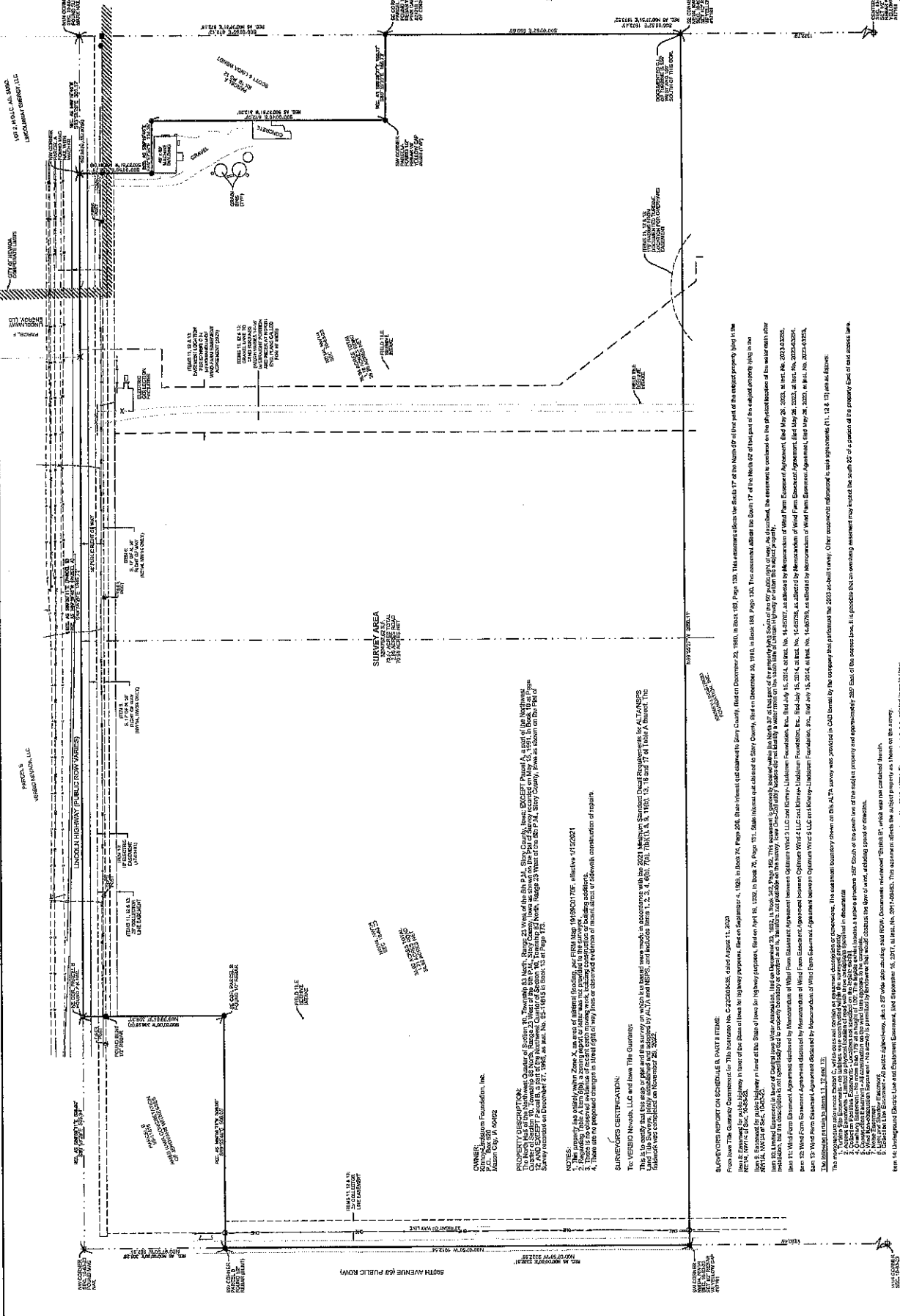
Checklist

(This form must be filled out completely and the required information must be attached to this form before your application will be accepted.)

The following information is required as part of the submittal of a **Petition for Voluntary Annexation**:

- ☐ **A Legal Description** of the property proposed for annexation, including the amount of land to be annexed. (Please attach.)
- ☐ **A Rezoning Petition** must be included with this **Petition for Voluntary Annexation** if zoning other than AR (Agriculture-Residential) is requested.
- ☐ **A Plat** that includes the following:
 - ✓ **Drawn to scale;**
 - ✓ **Date of submittal;**
 - ✓ **North arrow;**
 - ✓ **Boundaries of the property proposed for annexation;**
 - ✓ **The Plat must show the relationship of the subject property(ies) to the existing corporate limits;**
 - ✓ **The plat must include the certification of a registered and licensed surveyor.**

The annexation is complete when the **Secretary of State** receives the plat and resolution, and the **City Clerk** files copies with the other required agencies.



ALTA/NSPS LAND TITLE SURVEY

JOHN A. HANCOCK, JR.
SOUTH AVENUE, NEWARK, NEW JERSEY 07102
ALTA/NSPS LAND TITLE SURVEY, INC.
11111 ALTA/NSPS LAND TITLE SURVEY, NEWARK, NEW JERSEY 07102
Phone: (973) 221-2200
Fax: (973) 221-2201
E-Mail: altnsps@altnsps.com

DATE: 02/27/23 **PAGE: 1 OF 1**

ALTA/NSPS LAND TITLE SURVEY

JOHN A. HANCOCK, JR.
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DATE: 02/27/23 **PAGE: 1 OF 1**



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

October 18, 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. 18

Dear Jordan:

Attached is an electronic copy of Payment Application No. 18 from Boomerang Corp. for the Nevada WWTF Improvements – Phase 3 project. Items included in this application are summarized as follows:

- **Division 01 General Requirements:** Administration/Project Management, Mobilization; Toilets/Dumpsters, SWPPP/Erosion Control, Survey;
- **Division 02 Existing Conditions:** No work completed this period;
- **Division 03 Concrete:** No payment recommended this period;
- **Division 04 Unit Masonry:** No work completed this period;
- **Division 05 Metals:** No payment recommended 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; Stored Materials;
- **Division 09 Finishes:** No work completed this period;
- **Division 10 Specialties:** No work completed this period;
- **Divisions 22, 23, 35 Plumbing/HVAC/Gates:** Process Valves/ Gates Labor; Plumbing HVAC Labor;
- **Divisions 25, 27 Integrated Automation, Comm.:** No work completed this period;
- **Division 26 Electrical:** No work completed this period; Stored Materials;
- **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:** Subdrain Labor and Materials;
- **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:** Vulcan Bar Screens Materials.

The total for Pay Application No. 18 is \$432,557.37.

As of this Pay Application, Boomerang Corp. has been paid 53.1% of the contract. As of this Pay Application, 101.4% of the current contract time has been used. Boomerang Corp. appears to be approximately nine (9) months behind schedule based on the current contract time, work completed, work remaining, and the latest progress schedule. HRG would like to note that this is our estimate as the progress schedule received from Boomerang has been subject to changes based on duration to complete structure repairs and other factors.

Please note this month's payment application includes a request for payment of off-site Stored Materials awaiting incorporation into the Work. As required by the contract documents, Boomerang has provided invoices, Certificates of Insurance, and photo documentation of the off-site stored materials to request payment for these items. Required



documentation for some requested Stored Material items was not provided and/or did not match up with the requested amounts, thus HRG is not recommending payment for these items as noted in the payment application edits. Additionally, based on our review, HRG recommends withholding payment for work not completed and/or non-conforming and for revised amounts as noted in the payment application edits.

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. 18 as submitted with HRG's edits. 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.

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: 18

PERIOD TO: 9/30/2023

PROJECT NOS:

FROM CONTRACTOR:

Boomerang Corp
PO Box 227 13225 Circle Dr. Suite 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
(60,000.00)
2. Net change by Change Orders \$ ~~(44,885.06)~~
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 7,017,000.00
7,035,114.94
3,953,130.63
4. TOTAL COMPLETED & STORED TO DATE \$ ~~4,271,035.05~~

5. RETAINAGE:

a. 5% of Work Completed (Not including water main)
(Columns D + E on Continuation Sheet) \$ 195,678.28
~~200,271.90~~
b. 5 % of Stored Material \$ 1,978.25
~~5,280.00~~
(Column F on Continuation Sheet)
197,656.53
Total Retainage (Line 5a + 5b) \$ ~~213,551.75~~

(Total in Column I on Continuation Sheet)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total) \$ 3,755,474.10
~~4,057,483.90~~

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 3,322,916.73

8. CURRENT PAYMENT DUE

..... \$ 432,557.37
\$ ~~734,566.57~~

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 3,261,525.90
~~2,977,684.64~~

Edits on this page by Michael Roth, P.E.

Notes

1. See page 5 for revised Net change by Change Orders.
2. Revised total amounts.

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: 10/13/23

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 \$ 432,557.37

(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: 10/18/23

OWNER'S APPROVAL:

By: _____

Date: _____

CONTINUATION SHEET

APPLICATION NO: 18
 PERIOD TO: 9/30/2023
 ENGINEER'S PROJECT NO.:

APPLICATION AND CERTIFICATE FOR PAYMENT,
 containing Contractor's signed Certification, is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E Materials Presently Stored (not in D or E)		F Total Completed & Stored to Date (D + E + F)	G % (G/C)	H Balance to Finish (C - G)	I Retainage (if Variable Rate)
		From Previous Application (D + E)		This Period							
1	Division 01 General Requirements Bonds / Permits / Insurance Administration/Project Management Mobilization Toilets/Dumpsters /Etc SWPPP/Erosion Control Survey Bypass Pumping	\$ 95,000.53 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	\$ 95,000.53 \$ 31,500.00 \$ 58,500.00 \$ 8,000.00 \$ 3,750.00 \$ 7,500.00 -	\$ 3,500.00 \$ 3,600.00 \$ 400.00 \$ 250.00 \$ 500.00 -	\$ 95,000.53 \$ 35,000.00 \$ 62,400.00 \$ 9,400.00 \$ 4,000.00 \$ 8,000.00 -	- - - - - -	\$ 95,000.53 \$ 35,000.00 \$ 62,400.00 \$ 9,400.00 \$ 4,000.00 \$ 8,000.00 -	100% 70% 80% 80% 80% 80% 0%	\$ 15,000.00 \$ 15,600.00 \$ 1,600.00 \$ 1,000.00 \$ 2,000.00 \$ 30,000.00 -	\$ 4,750.03 \$ 1,750.00 \$ 3,120.00 \$ 320.00 \$ 200.00 \$ 400.00 -	
2	Division 02 Existing Conditions Pavement/Gravel Removal Manhole/pole removal Pipe Abandonment	\$ 6,000.00 \$ 5,000.00 \$ 5,000.00	\$ 1,200.00 - -	- - -	\$ 1,200.00 - -	- - -	\$ 1,200.00 - -	20% 0% 0%	\$ 4,800.00 \$ 5,000.00 \$ 5,000.00	\$ 60.00 - -	
3	Division 3 Concrete Lift Station Reinforcing Materials Lift Station Reinforcing Labor Lift Station Concrete Materials Lift Station Concrete Labor Bypass Structure Reinforcing Materials Bypass Structure Reinforcing Labor Bypass Structure Concrete Materials Bypass Concrete Labor Generator Pad/Bollards/Miscellaneous Hollow Core Roof Planks/ Precast Stairs Labor and Materials Hollow Core Planks/ Stairs Submittal Drawings	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 687,000.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 185,000.00 \$ 10,000.00	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 226,710.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 29,158.77 \$ 10,000.00	- - - - - - - - - - -	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 226,710.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 29,158.77 \$ 10,000.00	- - - - - - - - - - -	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 226,710.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 29,158.77 \$ 10,000.00	100% 100% 100% 68% 100% 100% 100% 100% 100% 28% 100%	\$ 16,024.30 \$ 23,750.00 \$ 11,750.00 \$ 20,000.00 \$ 325.00 \$ 475.00 \$ 325.00 \$ 1,000.00 \$ 1,457.94 \$ 500.00 -		
4	Division 4 Unit Masonry Submittals CMU Labor and Materials Brick Labor and Materials	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ 1,500.00 - -	- - -	\$ 1,500.00 - -	- - -	\$ 1,500.00 - -	100% 0% 0%	\$ 125,000.00 \$ 95,000.00 \$ 95,000.00	\$ 75.00 - -	
5	Division 5 Metals Submittals Embeds/ Linets Labor and Materials Ladder/Grating/Stairs and Handrail Materials Ladder/Grating/Stairs and Handrail Labor	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00	\$ 2,000.00 \$ 22,500.00 \$ 85,859.24 -	\$ 2,000.00 \$ 22,500.00 \$ 85,859.24 -	\$ 2,000.00 \$ 22,500.00 \$ 85,859.24 -	- - - -	\$ 2,000.00 \$ 22,500.00 \$ 85,859.24 -	100% 79% 90% 0%	\$ 17,256.00 \$ 9,040.76 \$ 15,000.00 -	\$ 100.00 \$ 1,887.30 \$ 4,297.36 -	
6	Division 6 Rough Carpentry Roof Nailer Labor and Material Masonry Bucks at openings Labor and Materials Mounting Boards, Miscellaneous Nailers Labor and Materials	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	- - -	- - -	- - -	- - -	- - -	0% 0% 0%	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	- - -	
7	Division 7 Thermal and Moisture Bentonite Waterproofing Materials Bentonite Waterproofing Labor Cavity Wall Insulation at Masonry Labor and Materials Perimeter Foundation Wall Insulation Labor and Materials	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ 12,000.00 \$ 9,300.00 - -	- - - -	\$ 12,000.00 \$ 9,300.00 - -	- - - -	\$ 12,000.00 \$ 9,300.00 - -	48% 25% 0% 0%	\$ 13,000.00 \$ 23,200.00 \$ 30,000.00 \$ 25,000.00	\$ 800.00 \$ 465.00 - -	

See Note 1

See Note 2

Edits this page by Michael Roth, P.E.
 Notes

- HRG does not recommend payment for 10/22 wall and 8/29 wall & slab on concrete labor until defective work is remedied and found to be conforming.
- HRG does not recommend payment for installed embeds as work is non-conforming.

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

9/30/2023

PERIOD TO:
ENGINEER'S PROJECT NO.:

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts were variable retainage for line items may apply.

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (C - G)	I Retainage (if variable rate)
				E From Previous Application (D + E)	E This Period				
	Caulking and Sealants Labor and Materials	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -
	Weather Barrier At Masonry Labor	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -
	TPO Roofing Submittals	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -
	TPO Roofing Labor	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225.00
	TPO Roofing Materials	\$ 55,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,608.00
	Sheet Metal Flashings and Trims Labor and Materials	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -
	Roofing Accessories Labor and Materials	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -
	Firesopping/Miscellaneous Insulation Labor and Materials	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -
8	Division 8 Doors and Hardware	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 250.00
	ALL door and Hardware Submittals	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 1,000.00
	Aluminum Doors Frames Materials	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,500.00	\$ -
	Hardware Materials	\$ 12,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00
	FRP Doors and Frames Labor	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 625.00
	Floor Hatches Labor and Materials	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -
	Overhead Coiling Doors Labor/ Shipping	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 983.75	\$ 2,500.00
	Overhead Coiling Doors Labor/ Shipping	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 501.81
	Translucent Roof Assemblies Materials	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 772.00	\$ 711.40
	Translucent Roof Assemblies Labor	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -
9	Division 9 Finishes	\$ 43,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,000.00	\$ -
	Painting Labor and Materials	\$ 130,000.00	\$ -	\$ 130,000.00	\$ -	\$ -	\$ 130,000.00	\$ -	\$ 6,500.00
	Corrosion Protective Liner Materials	\$ 265,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,400.00	\$ 11,385.00
	Corrosion Protection Liner Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Division 10 Specialties	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900.00	\$ -
	Signage Labor and Materials	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -
	Toilet Accessories Labor and Materials	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fire Extinguishers Labor and Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Division 22,35 Plumbing/HVAC/Gates	\$ 32,000.00	\$ -	\$ 221,550.00	\$ -	\$ -	\$ 221,550.00	\$ -	\$ 11,077.50
	Hydropneumatic Surge Tanks Materials Down Payment	\$ 288,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,450.00	\$ 45.61
	Hydropneumatic Surge Tanks Materials - Balance	\$ 13,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,587.82	\$ 6,444.50
	Hydropneumatic Surge Tank Labor	\$ 243,000.00	\$ -	\$ 94,518.00	\$ -	\$ -	\$ 128,890.00	\$ 114,110.00	\$ 91.22
	Process Valves/ Gates Labor	\$ 25,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,675.64	\$ 7,725.81
	Process Valves/ Gates Labor	\$ 260,934.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,417.84	\$ 3,147.00
	Plumbing/ HVAC Materials	\$ 25,065.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,065.00	\$ -
	Plumbing HVAC Labor	\$ 197,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,350.99	\$ 5,111.67
	Plumbing HVAC Labor	\$ 19,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,416.61	\$ 665.00
	Process Piping Materials Down Payment	\$ 109,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,700.00	\$ -
	Process Piping Balance Materials	\$ 76,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -
	Process Piping Labor	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 250.00
	AIS/ O&M Documentation	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Training/ Start Ups	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Submittals	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -
25	Division 25,27 Integrated Automation, Comm.	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 1,200.00
	Jetco Submittals	\$ 320,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ 24,000.00	\$ 230,230.00	\$ 4,488.50
	Jetco Production Labor and Materials	\$ 30,000.00	\$ -	\$ 88,770.00	\$ -	\$ -	\$ 88,770.00	\$ -	\$ -

See Note 2

See Note 1

See Note 3

Edits this page by Michael Roth, P.E.

Notes

1. HRG does not recommend payment as no labor performed this period.
2. HRG does not recommend payment as improper documentation provided/missing for off-site stored materials.
3. HRG does not recommend payment as work remains for this item equal to amount requested.

PERIOD TO: 9/30/2023
ENGINEER'S PROJECT NO.:

PERIOD TO: 9/30/2023
ENGINEER'S PROJECT NO.:

PERIOD TO: 9/30/2023
ENGINEER'S PROJECT NO.:

Edits this page by Michael Roth, P.E.

Notes

1. Amount revised to match invoices for off-site stored materials.

2. HIRG does not recommend payment as improper documentation provided for on-site and off-site stored materials. Request should also be under Stored Materials, not Work Completed this Period.

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

PERIOD TO:
9/30/2023
ENGINEER'S PROJECT NO.:

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

A Item No.	B Description of Work	C See Note 3		D Work Completed		F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (C - G)	I Retainage (if Variable Rate)
		Scheduled Value	From Previous Application (D + E)	This Period	(G/C)				
	Watermain Materials	\$ 25,000.00	\$ -	\$ -	0%	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -
	Watermain Labor	\$ 800.00	\$ -	\$ -	0%	\$ -	\$ 800.00	\$ 800.00	\$ -
	Hydrostatic Testing	\$ 50,000.00	\$ -	\$ -	0%	\$ -	\$ 50,000.00	\$ 50,000.00	\$ -
	Sanitary Piping Materials	\$ 25,000.00	\$ -	\$ -	0%	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -
	Sanitary Piping Labor	\$ 1,200.00	\$ -	\$ -	0%	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -
	Sanitary Sewer/Manhole Testing	\$ 4,500.00	\$ -	\$ -	33%	\$ -	\$ 3,005.20	\$ 3,005.20	\$ 74.74
	Submain Labor and Materials	\$ 15,000.00	\$ -	\$ -	0%	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -
	Storm sewer Materials	\$ 12,000.00	\$ -	\$ -	0%	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -
	Storm sewer Labor	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
41	Division 41 Materials Processing	\$ 7,000.00	\$ -	\$ -	0%	\$ -	\$ 7,000.00	\$ 7,000.00	\$ -
	Monorail Beam	\$ 9,000.00	\$ -	\$ -	0%	\$ -	\$ 9,000.00	\$ 9,000.00	\$ -
	Monorail Hoist Labor and Materials	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
43	Division 43 Process Gas, Purification	\$ 275,000.00	\$ 185,200.00	\$ -	62%	\$ -	\$ 185,200.00	\$ 90,000.00	\$ 8,310.00
	Cornell Pumps Materials	\$ 5,000.00	\$ -	\$ -	100%	\$ -	\$ 5,000.00	\$ -	\$ 250.00
	Cornell Pumps Submittals	\$ 7,000.00	\$ -	\$ -	0%	\$ -	\$ 7,000.00	\$ 7,000.00	\$ -
	Cornell Pumps Install	\$ 10,000.00	\$ -	\$ -	0%	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -
	Submersible Sump Pumps Materials	\$ 2,500.00	\$ -	\$ -	0%	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -
	Submersible Sump Pumps Labor	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
46	Division 46 Water and Wastewater Equipment	\$ 412,083.00	\$ -	\$ -	100%	\$ -	\$ 412,083.00	\$ -	\$ 20,605.15
	Vulcan Bar Screens Materials	\$ 12,000.00	\$ -	\$ -	0%	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -
	Vulcan Labor to install	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	Change Orders	\$ (50,000.00)	\$ -	\$ -	0%	\$ -	\$ -	\$ (50,000.00)	\$ -
	Change Order #1 - HTM pumps	\$ (10,000.00)	\$ -	\$ -	0%	\$ -	\$ -	\$ (10,000.00)	\$ -
	Change Order #2 - Hatches	\$ 9,654.99	\$ -	\$ -	0%	\$ -	\$ 9,654.99	\$ 9,654.99	\$ -
	REC -	\$ 8,188.14	\$ -	\$ -	0%	\$ -	\$ 8,188.14	\$ 8,188.14	\$ -
	RFQ #1 (6-6)	\$ 87,655,144.94	\$ -	\$ -	0%	\$ -	\$ 87,655,144.94	\$ 87,655,144.94	\$ -
		\$ 7,617,000.00	\$ 33,457,807.08	\$ 887,620.13		\$ 39,565.01	\$ 54,271,035.05	\$ 3,063,869.37	\$ 197,656.53

See Note 2

See Note 1

Edits this page by Michael Roth, P.E.

Notes

1. Items have not been approved via Change Order. Remove from pay application.
2. Revised total amounts.
3. HRG does not recommend payment as improper documentation provided/missing for on-site and off-site stored materials. Request should also be under Stored Materials, not Work Completed this Period.
4. HRG recommends to withhold 5% of material amount for required manufacturer's startup services.

CORNELLCOOKSON

The door to building excellence®

24 Elmwood Ave. * Crestwood Industrial Park
Mountain Top, PA 18707 * (570) 474-6773

JENN@DANS

JOB NAME NEVADA IA

** For ACH or WIRE payments, please contact us at ar@cornellcookson.com **

INVOICE

001263929

DATE 3/25/22

SHIP TO		BILL TO		17282		Please remit payment to:	
DAN'S OVHD DOORS AND MORE 1810 HWY 965 NW NORTH LIBERTY IA 52317		DANS OVHD DOORS & MORE 1810 HWY 965 NW NORTH LIBERTY IA 52317				CornellCookson, LLC. PO. Box 416872 Boston, MA 02241-6872	
ORDER#	SOLD-TO PO	SHIP-TO PO	CUSTOMER TERMS	FREIGHT TERMS			
27295302-00	199315	199315	NET 30 DAYS	FOB - FACTORY			
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1.00	1	THERMISER DOOR Hand Chain, Ext. Thermiser Aluminum, Cornell Model ESD20 (CFX6F88AD) Width (8. In) X Height (10. In) Hand (RT) P ipe Size -4.5				9,757.50	9,757.50
Sub Total							9,757.50
Freight							278.75
TOTAL							10,036.25

DATE DUE: 4/24/22

All monetary amounts are in US dollars. Amounts past due are subject to a service charge of 1.5% per month or fraction thereof.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

10/18/2023

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

AGENCY Holmes Murphy & Associates - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401		PHONE (A/C, No, Ext): 800-300-0325		COMPANY Integrity Property & Casualty Ins. Co. P.O. Box 539 Appleton, WI 54912-0539	
FAX (A/C, No):		E-MAIL ADDRESS: ahampsher@holmesmurphy.com			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER CPP2861198	
INSURED Cedar Investment Group, LLC dba Dan's Overhead Doo 1810 Dan's Drive NW North Liberty IA 52317		EFFECTIVE DATE 01/01/2023		EXPIRATION DATE 01/01/2024	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	X	SPECIAL		
COVERAGE / PERILS / FORMS							AMOUNT OF INSURANCE	DEDUCTIBLE
Stored Materials							1,884,800	10,000

REMARKS (Including Special Conditions)

Project No: 21036 Nevada WWTP Ph4 Lift Station
Stored Material Value: \$10,036.25
Stored Material Location: 1810 Dans Drive NW North Liberty, IA 52317

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Boomerang 13225 Circle Drive Suite A Anamosa, IA 52205 USA	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE <i>Kari Coolidge</i>		

ACORD 27 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2023

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

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

PRODUCER MARSH USA LLC. One Towne Square Suite 1100 Southfield, MI 48076 Attn: EDIC Team - F: 313-393-6505	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Van Meter Inc. 850 32nd Ave SW Cedar Rapids, IA 52404-4606	INSURER(S) AFFORDING COVERAGE	
	INSURER A: N/A	NAIC #
CN102778724-STND-GAWUP-23-	INSURER B: N/A	NAIC #
	INSURER C: Affiliated FM Insurance Company	NAIC #
	INSURER D: N/A	NAIC #
	INSURER E: N/A	NAIC #
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

CHI-010452764-01

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
C	PROPERTY		1111219	01/01/2023	01/01/2024	POLICY LIMIT 421,872,600
	Other deductibles may apply		as per policy terms and conditions.			DEDUCTIBLE (AOP) 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 4040 121st St, Urbandale, IA 50323; Coverage for storing \$40K of GEAR for Project Nevada WWWTP Ph 3 - 76196 at VMI-Urbandale (4040 121st St, Urbandale, IA 50323).

CERTIFICATE HOLDER

CANCELLATION

Price Industrial Attn: Keith Paulsen 405 N Troy Rd Robins, IA 52328-9633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>



VAN METER INC.
4040 121st Street
URBANDALE IA 50323-2657
515-262-9609 Fax 515-262-9619

www.vanmeterinc.com

BILL TO:

PRICE INDUSTRIAL **MAIN ACCT**
405 N TROY RD
ROBINS IA 52328-9633

INVOICE

INVOICE DATE		OUR INVOICE NUMBER	
11/22/22		S011999086.004	
Bill To#	Ship To#	Price Br	Ship Br
12045	12045	8	10
PLEASE REMIT PAYMENT TO:			DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077			01/22/23
TO VIEW AND PAY ONLINE GO TO:		ENROLLMENT TOKEN	
vanmeterinc.billtrust.com		SPT MKX HWR	

SHIP TO:

PRICE INDUSTRIAL **MAIN ACCT**
NEVADA WWTP
62512 270TH ST
NEVADA IA 50201

YOUR PO/ORDER #		ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
211825-65-17065-KKRAMER		Paul Nada		CHIOVARA	
ORDER WRITER		SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Myra Mitchell DAV		BW BEST WAY	NET 60	03/01/22	11/22/22
ORDER QTY	SHIP QTY	DESCRIPTION			Unit Price/UM
1	1	LOT: EATON CO 2 1 - TYPE 003: ECC04C8H3A-C1P49S3 Tag: LCA 1 - TYPE 004: ECC04C8H3A-C1P49S3 Tag: LCB 1 - TYPE 007: DH362UDK Tag: DS-EWH1192			2091.980/E
					Extension
					2091.98

Please note! Information Update!
Please send your remittance to ACHremittance@vanmeterinc.com
Questions about your Invoice, statement or account?
Please email ar@vanmeterinc.com

Invoice is due by 01/22/23.

Invoice Questions?
Call Myra Mitchell at
515-262-9609

Subtotal	\$2,091.98
Shipping & Handling	
Sales Tax	\$146.44
Amount Due	\$2,238.42

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-refundable. Past due invoices may be subject to 1.5% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranties thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses incurred to collect all amounts due from you.
For complete terms and conditions and EEO Compliance regulations please go to <https://www.vanmeterinc.com/terms-of-sale>

The Terms and Conditions at the listed web page are subject to change from time to time. A hard copy or email or fax copy of the Terms and Conditions is available upon request. Past due invoices are subject to 1.5% late payment fee.



**** INVOICE ****



(8) VAN METER INC.
4040 121st Street
URBANDALE, IA 50323-2657
515-262-9609 Fax 515-262-9619

INVOICE DATE	INVOICE NUMBER
09/11/23	S011999086.010
REMIT TO: PO Box 801077 KANSAS CITY, MO 64180-1077	PAGE NO. 1

BILL TO:
PRICE INDUSTRIAL **MAIN ACCT**
405 N TROY RD
ROBINS, IA 52328-9633

SHIP TO: Prc Br: 8 Ship Br: 10
PRICE INDUSTRIAL **MAIN ACCT**
NEVADA WWTP
62512 270TH ST
NEVADA, IA 50201

SALESPERSON	CUSTOMER ORDER NUMBER	RELEASE NUMBER	ORDERED BY	CUSTOMER NUMBER
CHIOVARA	211825-65-17065-KKRAMER		Paul Hada	12045
UNIT	SHIP TO	TERMS	SHIP DATE	ORDER DATE
Taylor Eivins URB	BW BEST WAY	NET 60	09/11/23	03/01/22
DESCRIPTION	ORDER QTY	SHIP QTY	UNIT PRICE	EXTENDED
Invoice Questions? Call 515-262-9609				
LOT: EATON CO 2 1 - TYPE 002: PRLX Switchboard Tag: MDS-1052 1 - Portable Breaker Lifting Device B-1000 * Component of :002	1	1	22561.16e	22561.16
** Reprint ** Reprint ** Reprint **				
Invoice is due by 11/11/23.				
All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranties thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses incurred to collect all amounts due from you.				
			Subtotal	22561.16
			S&H CHGS	0.00
			Sales Tax	1579.28
			Amount Due	24140.44

For complete terms and conditions and EEO Compliance regulations please go to the Van Meter, Inc. web site.



VAN METER INC.
4040 121st Street
URBANDALE IA 50323-2657
515-262-9609 Fax 515-262-9619

www.vanmeterinc.com

BILL TO:

PRICE INDUSTRIAL **MAIN ACCT**
405 N TROY RD
ROBINS IA 52328-9633

INVOICE

INVOICE DATE		OUR INVOICE NUMBER	
12/15/22		S011999086.006	
Bill To#	Ship To#	Price Br	Ship Br
12045	12045	8	10
PLEASE REMIT PAYMENT TO:			DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077			02/15/23
TO VIEW AND PAY ONLINE GO TO:			ENROLLMENT TOKEN
vanmeterinc.billtrust.com			SPT MKX HWR

SHIP TO:

PRICE INDUSTRIAL **MAIN ACCT**
NEVADA WWTP
62512 270TH ST
NEVADA IA 50201

YOUR PO/ORDER #		ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
211825-65-17065-KKRAMER		Paul Hade		CHIOVARA	
ORDER WRITER	SHIP VIA	TERMS		ORDER DATE	SHIP DATE
Myra Mitchell DAV	BW BEST WAY	NET 60		03/01/22	12/15/22
ORDER QTY	SHIP QTY	DESCRIPTION		Unit Price/UM	Extension
1	1	LOT: EATON CO 2 1 - TYPE 001: ESS Study-BidManager 2 - TYPE 006: DH361UDK Tag: DS-CA1174,DS-CA1175		4538.910/E	4538.91

Please note! Information Update!
Please send your remittance to ACHremittance@vanmeterinc.com
Questions about your invoice, statement or account?
Please email ar@vanmeterinc.com

Invoice is due by 02/15/23.

Invoice Questions?
Call Myra Mitchell at
515-262-9609

Subtotal	\$4,538.91
Shipping & Handling	
Sales Tax	\$317.72
Amount Due	\$4,856.63

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-refundable. Past due invoices may be subject to 1.50% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranty thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses incurred to collect all amounts due from you.

For complete terms and conditions and EEO Compliance regulations please go to <https://www.vanmeterinc.com/terms-of-sale>

The Terms and Conditions at the listed web page are subject to change from time to time. A hard copy or email or fax copy of the Terms and Conditions is available upon request. Past due invoices are subject to 1.5% late payment fee.



VAN METER INC.
4040 121st Street
URBANDALE IA 50323-2867
515-262-9609 Fax 515-262-9619

www.vanmeterinc.com

BILL TO:

PRICE INDUSTRIAL **MAIN ACCT**
405 N TROY RD
ROBINS IA 52328-9633

INVOICE

INVOICE DATE		OUR INVOICE NUMBER	
12/28/22		S011999086.008	
BILL TO	SHIP TO	PRICE B	SHIP B
12045	12045	8	10
PLEASE REMIT PAYMENT TO:			DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 881077 KANSAS CITY MO 64180-1077			02/28/23
TO VIEW AND PAY ONLINE GO TO:			ENROLLMENT TOKEN
vanmeterinc.billtrust.com			SPT MKX HWR

SHIP TO:

PRICE INDUSTRIAL **MAIN ACCT**
NEVADA WWTP
62512 270TH ST
NEVADA IA 50201

YOUR PO/ORDER #		ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER		
211825-65-17065-KKRAMER		Paul Hada		CHIOVARA		
ORDER NUMBER		SHIP VIA	TERMS		ORDER DATE	SHIP DATE
Taylor Elvins URB		BW BEST WAY	NET 60		03/01/22	12/28/22
ORDER QTY	SHIP QTY	DESCRIPTION			Unit Price/UM	Extension
1	1	LOT: EATON CO 2 1 - TYPE 005: DH361FDK Tag: DS-MCP1178			336.710/E	336.71

Please note! Information Update!
Please send your remittance to ACHremittance@vanmeterinc.com
Questions about your invoice, statement or account?
Please email ar@vanmeterinc.com

Invoice is due by 02/28/23.

Invoice Questions?
Call Taylor Elvins at
515-262-9609

Subtotal	\$336.71
Shipping & Handling	
Sales Tax	\$23.57
Amount Due	\$360.28

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-refundable. Past due invoices may be subject to 1.50% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranties thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and disposition expenses incurred to collect all amounts due from you.
For complete terms and conditions and EEO Compliance regulations please go to <https://www.vanmeterinc.com/terms-of-sale>

The Terms and Conditions at the listed web page are subject to change from time to time. A hard copy or email or fax copy of the Terms and Conditions is available upon request. Past due invoices are subject to 1.5% late payment fee.

Date: October 4, 2023

Agenda Item: Nevada Field House Rental, Pass and User Fees

History:

With the Nevada Field House nearing completion, we are needing to establish user fees for drop in and passes for those who wish to purchase. We have conducted quite a bit of research in regards to fees for specific areas in the Field House, however, as program-based facility, we are very unique. We have searched online pass and user fee information from facilities around the area, throughout Iowa and outside the state, which is how we came to many of the proposed fees.

Our goal has always been to provide all citizens the opportunity to utilize the Field House at an affordable cost. It is important to note that each person (user) will be considered as an individual when purchasing a pass. Family dynamics and our software capabilities are major drivers in transitioning to individual passes for all of our recreational opportunities.

Proposed Pass and User Fees (Please see attached information)

Move & Play Pass: FREE

Youth Basic Pass (2-18 year olds): \$60.00/year

Legends Pass: \$180.00/year

Adult Access Pass: \$120.00/year or \$12.00/month

Normal Drop-In: \$5.00/day (Purchased individually or in 5 day increments)

Batting Cage Drop-In: \$10.00/day (Purchased individually or in 5 day increments)

The Arena Multipurpose Area and Option of Partial Track: \$50.00/hour

Full Track Rental: Not Available for Rent other than special event

Burke South ½: \$75.00/hour Add Batting Cages: \$25.00/hour

FOB Replacement: \$25.00

Membership Card Replacement: \$5.00

Special Events: Regular Rental Rate(s) with addition of time, labor, and equipment fees

Options:

1. Adopt the proposed fees as part of the City of Nevada Fee Appendix.
2. Adopt the proposed fees with modifications.
3. Conduct more research and bring back additional information for consideration.

Recommendation:

Board and staff recommend that we adopt the fees as listed to the City's fee appendix with review within the first year of operation.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at nevadarecreation@gmail.com

Nevada Field House FAQ

What is a Field House? A field house is defined as a building that houses an indoor track and sports courts for a wide variety of sports, such as basketball, volleyball, soccer, pickle ball, badminton, tennis, etc. Most contemporary facilities include a few recreational features as well. A modern-day fieldhouse consists of a track, artificial turf field space, hard court sports flooring, spectator seating, concessions, changing rooms, offices, classrooms, studios, meeting spaces, and flex space. Specifically, the Nevada Field house is a 2 level 55,825 sq. ft recreation facility operated by the City of Nevada Parks and Recreation Department. The facility features 3 full size high school basketball courts, large turf area, indoor playground, batting cages, lobby/social space, elevated walking/running track, multi-purpose area, small vending area and houses Nevada Parks and Recreation Administrative offices.

Who is the Field House For? The Field House is for EVERYONE! We feel we have something to offer everyone along with NEW opportunities as use patterns emerge. If you have a specific want or need reach out! We'd enjoy talking to you about the facility and how you can best use it for yourself and your family.

What programs will be held in the Nevada Field House? Who or what has priority? Nevada Parks and Recreation Programs will take FIRST priority in the scheduling of the facility. Next will be collaborative efforts in community programming, which will then be followed by open drop-in use, rentals and special events (in no particular order).

Will you have special events? Yes, we will have special events. These events will be announced and the public will know what amenities may or may not be available on a certain date(s) or times.

What are the hours of the Field House? Typical Park and Recreation office hours will be 8:00 AM-5:00 PM Monday – Friday. Programs will staffed and vary depending on the time of year. Many programs are held during the evenings and on weekends. We intend on having a calendar posted with availability dependent on programs, activities, rentals and special events.

- Move and Play Pass users can use the Field House during staffed and program hours.
- Adult access pass holders can use the Field House 5:00 am to 11:00 pm.
- Youth Pass and Legends pass holders can have access with an adult access pass holder from 5:00 am – 11:00 pm.

Do I need a pass to be able to use the Field House? NO! You do not need to purchase a pass to use the Field House. If you are a participant in a program, you do not need to purchase a pass. If you are attending one of your child's games or practices, you do not need to purchase a pass. We do ask that each person who will be entering the facility register for a Move & Play pass so that we can track facility users. Those who wish to use athletic surfaces for a variety of activities must be part of a program, have a pass or pay the daily drop-in fee. Passes are intended for those users who wish to pay a one-time fee for yearly access to the facility outside of staffed and program hours. Passes provide additional access! Other options are: Join a program, Move & Play times, or pay daily drop-in fee.

How do I purchase a pass? Passes can be purchased on nevadaia.recdesk.com

This website is used for all things Parks and Rec.

- Set up an account for you and your household members. Make sure to assign both parents as head of household.
- You will be assigned a Parks and Rec user card. This card will be used for both the Field House and Aquatic Center.
- If you have a user card from the 2023 pool season, that is the same card you will use at the Field House.
- Once you have an account, sign up for your desired pass for each user.
- User cards for those who do not already have one will be handed out once the facility opens.
- All RecDesk accounts need to be set up properly. Only include your household members on your household account. This is VERY IMPORTANT!

What does each pass include and why would I purchase a pass? If you are interested in using the facility outside of normal operational hours, want access to batting cages or use of athletic surfaces with equipment (pickleball, volleyball, etc.) a pass might be the way to go. It is really up to each individual user to determine what is best for them. Pass information and options can be further explored on the Nevada Field House Pass Options information attached or on the RecDesk website.

Can you help with a payment plan or scholarship? YES! We are happy to talk about your situation and help figure out a payment strategy or scholarship option.

Why isn't the Field House free all the time? There are many times in which the facility will be free for use with the Move & Play pass. Access outside of the Move & Play pass hours has a fee as well as access to certain amenities. Those fees are established to help cover various operational costs associated with extended hours and extended usage.

How much is daily drop in? Normal Daily drop-in fee is \$5.00 (purchased individually or in 5 punch increments). Batting Cage Drop-In Fee is \$10.00 (purchased individual or in 5 punch increments)

Will there be Non-Resident Fees? No. Story County Outdoor Recreation for Everyone (SCORE) has always been about offering opportunities not only for Nevada but the surrounding area. This has been a longstanding pledge dating back to the very beginning of the SCORE Recreation/Athletic Complex.

How will I know when the facility is available for drop in? We intend on having a calendar of events and posting availability for drop-in use, etc. This calendar will develop as the facility opens and programming becomes consistent. We will also have scheduled drop-in hours whenever possible dependent on the time of year and facility schedule.

Does my child need supervision when going to the Field House? There may be times in which youth 11 and over can have access without an adult. These will be specified times and TBA once a consistent schedule is developed.

What are the established rental rates outside of program and pass access?

Move & Play Pass: FREE

Youth Basic Pass (2-18 year olds): \$60.00/year

Legends Pass: \$180.00/year

Adult Access Pass: \$120.00/year or \$12.00/month

Drop in Punch Pass: \$5.00/day (1, 5 or 10 day punches)

Batting Cage Punch Pass: \$10.00/day (1, 5 or 10 day punches)

The Arena Multipurpose Area and Option of Partial Track: \$50.00/hour

Full Track Rental: Not Available for Rent other than special event

Burke South ½: \$75.00/hour Add Batting Cages: \$25.00/hour

Access FOB/Card Replacement: \$25.00

User Card Replacement: \$5.00

Special Events: Regular Rental Rate(s) with addition of time, labor, and equipment fees

Approved in April 2023

Burke Turf: \$150.00/hour

Burke North ½: \$75.00/hour

Burke South ½: \$75.00/hour Add Batting Cages: \$20.00/hour

ALMACO Court: \$40.00/hour Add Game Set Up: \$20.00/hour

Mid-States Court: \$40.00/hour Add Game Set Up: \$20.00/hour

The Arena Multipurpose Area: \$30.00/hour

Cassabaum Family Indoor Play Area: \$125.00/1.5 hours

Burke Court (Availability Varies): \$40.00/hour Add Game Set Up: \$20.00/hour

NEVADA FIELD HOUSE PASS OPTIONS

****Individuals do not need a pass to participate in scheduled programs****
Passes available for purchase online @ www.nevadaia.recdesk.com

Pass



Move & Play

This youth and adult pass allows use of Playground, Track, and unused spaces during staffed/program hours.

- Available times on RecDesk Calendar and/or announced weekly dependent upon schedule.
- Youth 10 and under must be accompanied by an adult at all times.
- Youth 11 and older may have access without an adult during specified times - TBA.
- Does not include use of batting cages or equipment/net set up.

FREE

Pass



Youth Basic

This pass is 2-18 year olds that want access to the Field House outside of staffed/program hours. This pass includes:

- Move & Play Pass.
- Access 5A-11P with Adult Access Pass Holder.
- Use of athletic surfaces including equipment during available times.
- Does not include use of batting cages.

\$60

Pass



Adult Access

This pass is for Adults that want access outside of normal staffed/program hours. Pass includes:

- Move & Play Pass.
- Access 5A-11P with FOB, Pin or Key Card.
- Use of athletic surfaces including equipment during available times.
- Optional Adult Coach Pass. Person with authorized coach pass can reserve athletic surfaces for team practices, etc. Background check and approval required.

**\$120/YR. OR
\$12/MO.**

Pass



Legends

This pass is for batting cage and south turf area only.

- Includes Move & Play Pass and Basic Youth Pass.
- Use of batting cages and equipment during reserved/available times. Those without pass must pay \$10.00 batting cage drop in fee.

\$180

Important Information

All passes are individual passes and may not be canceled or transferred to another person.

Passes valid one year from date of purchase.

Passes allowed on all days with the exception Thanksgiving, Christmas Eve, Christmas Day and special events.

Any non-pass holder using the facility outside of staffed hours must be accompanied by an Adult Access Pass holder AND pay the daily drop in fee available for purchase on RecDesk.

Adult Access Pass holders are limited to open courts/turf or athletic surfaces reserved for specific activities, such as adult volleyball, pickleball, etc.

Reservations of athletic surfaces, including batting cages, without a coach pass is by rental only.

Normal Facility Drop-In Fee: \$5.00. Batting Cage Drop-In Fee: \$10.00. Drop-In Punch Passes available online or at the reception desk when staffed.

Anyone giving instructional lessons in the facility must complete the Nevada Park and Rec Program/Activity Information Form and follow guidelines.

Nevada Parks and Recreation reserves the right to modify or change facility availability or pass offerings at any time due to programming, rentals, or other circumstances beyond our control.

Anyone found misusing their access, pass or the facility may be subject to having their pass revoked and/or lose facility privileges.

?s Call 515-382-4352

www.nevadaia.recdesk.com

RESOLUTION NO. 019 (2023/2024)

**A RESOLUTION APPROVING THE PRECONSTRUCTION AGREEMENT
FOR PRIMARY ROAD PROJECT AT U.S. 30 WITH
THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NEVADA, IA**

WHEREAS the City of Nevada, IA ("City") desires to enter into a Preconstruction Agreement with the Iowa Department of Transportation ("DOT"); and

WHEREAS the DOT proposes to establish or make improvement to U.S. 30 within Story County; and

WHEREAS as part of the project the DOT has requested the City to design and inspect the watermain construction within the City of Nevada; and

WHEREAS the DOT and the City are willing to jointly participate in said project in the manner provided in the Preconstruction Agreement attached;

WHEREAS the City shall initially pay for the project costs of design and inspection and be reimbursed by the DOT at a cost estimated at \$280,000.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa, as follows:

1. The Iowa Department of Transportation Preconstruction Agreement for Primary Road Project at U.S. 30, is approved.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City and the City Clerk is authorized to take any other action necessary to effectuate this Agreement.

Passed and Approved this 23rd day of October, 2023.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>Story</u>
City	<u>Nevada</u>
Project No.	<u>NHSN-030-5(323)--2R-85</u>
Iowa DOT Agreement No.	<u>2024-16-004</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated "DOT," and city of Nevada, Iowa, a Local Public Agency, hereinafter designated "LPA," in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 30 within Story County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT shall be the lead governmental agency for carrying out the provisions of this Agreement.
- b. All notices required under this Agreement shall be made in writing to the DOT's and/or the LPA's contact person. The DOT's contact person shall be the District 1 - South Area Engineer, Benjamin Adey. The LPA's contact person shall be the City Administrator, Jordan Cook.
- c. The LPA shall design and inspect, and the DOT will let, construction of the following described project in accordance with the project plans, DOT Standard Specifications, and Special Provisions:

Watermain construction adjacent to U.S. 30 from 0.5 Miles east of Interstate 35 to 580th Avenue.

- d. As part of the project, the DOT has requested the LPA to design and inspect the watermain construction within the city of Nevada. (See Exhibit A for project location and Exhibit B for estimated project costs).
- e. Upon completion of construction, the LPA agrees to retain ownership and jurisdiction of the following referenced improvements as identified below. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
 - i. Watermain construction adjacent to U.S. 30.

2. Project Costs

- a. The LPA shall initially pay for the costs of design and inspection of the watermain construction. The DOT shall reimburse the LPA for its share of the project costs estimated at \$280,000.00, as shown in Exhibit B as Design Phase Fee and Construction Phase Fee. The amount paid to the LPA shall be determined by invoices submitted to the DOT for actual costs incurred by the LPA. The LPA shall submit invoices to the DOT's contact person, no more frequent than monthly. The LPA invoices shall contain the following information:

- i. City Name
- ii. Invoice Date
- iii. Invoice Number
- iv. DOT/LPA Agreement No.
- v. Phase Number
- vi. Beginning and Ending Dates of Work
- vii. Itemized statement of actual costs incurred, including a specific description of each item, product, or service provided. Labor, indirect costs, and direct costs shall be identified separately.
- viii. Company Project or Activity Numbers

- b. The DOT shall bear all construction costs for the watermain.

3. Traffic Control

- a. U.S. 30 through-traffic shall be maintained during the construction.
- b. It may be necessary to temporarily close LPA side road Sand Hill Trail during construction. The DOT shall furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project at no expense or obligation to the LPA. The DOT shall work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures shall be the responsibility of the DOT all at no expense or obligation to the LPA.

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA, in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2), shall remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA shall also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT shall be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections, no new or future utility occupancy of project right of way nor any future relocations of or alterations to existing utilities within said right of way shall be permitted or undertaken by the LPA without the prior written approval of the DOT. All work shall be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

5. Construction & Maintenance

- a. The LPA, in cooperation with the DOT, shall take whatever steps may be required with respect to alteration of the grade lines of the new highway facilities constructed under the project in accordance with Iowa Code section 364.15. The DOT and LPA shall work together to minimize potential impacts to properties that may occur as a result of the project.

- b. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval and consent of the DOT.
- c. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the modification, amendment or revision to the DOT within 14 calendar days of the LPA's receipt of a subsequent FIS or modification. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the FIS to the DOT within 14 calendar days. The LPA agrees to defend, indemnify and hold the DOT harmless from any and all claims, costs, and damages arising from or related to the LPA's failure to timely provide an FIS or and FIS modification to the DOT in accordance with this provision.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Title VI of the Civil Rights Act of 1964 and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third-party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed amendment to this document.

January 2023

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2024-16-004 as of the date shown opposite its signature below.

CITY OF NEVADA:

By: _____ Date _____, 20____.

Title: Mayor

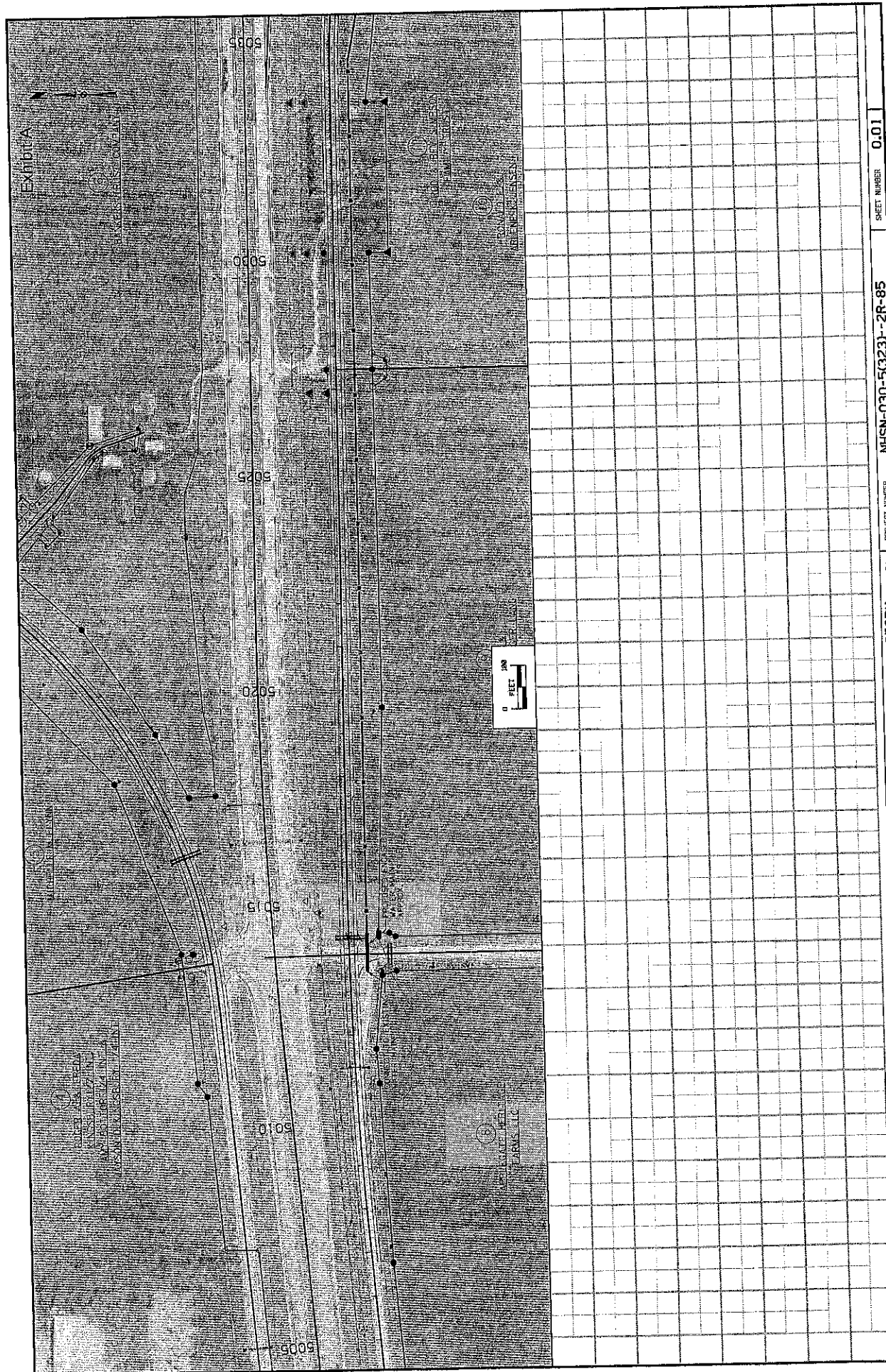
I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
City Clerk of Nevada, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

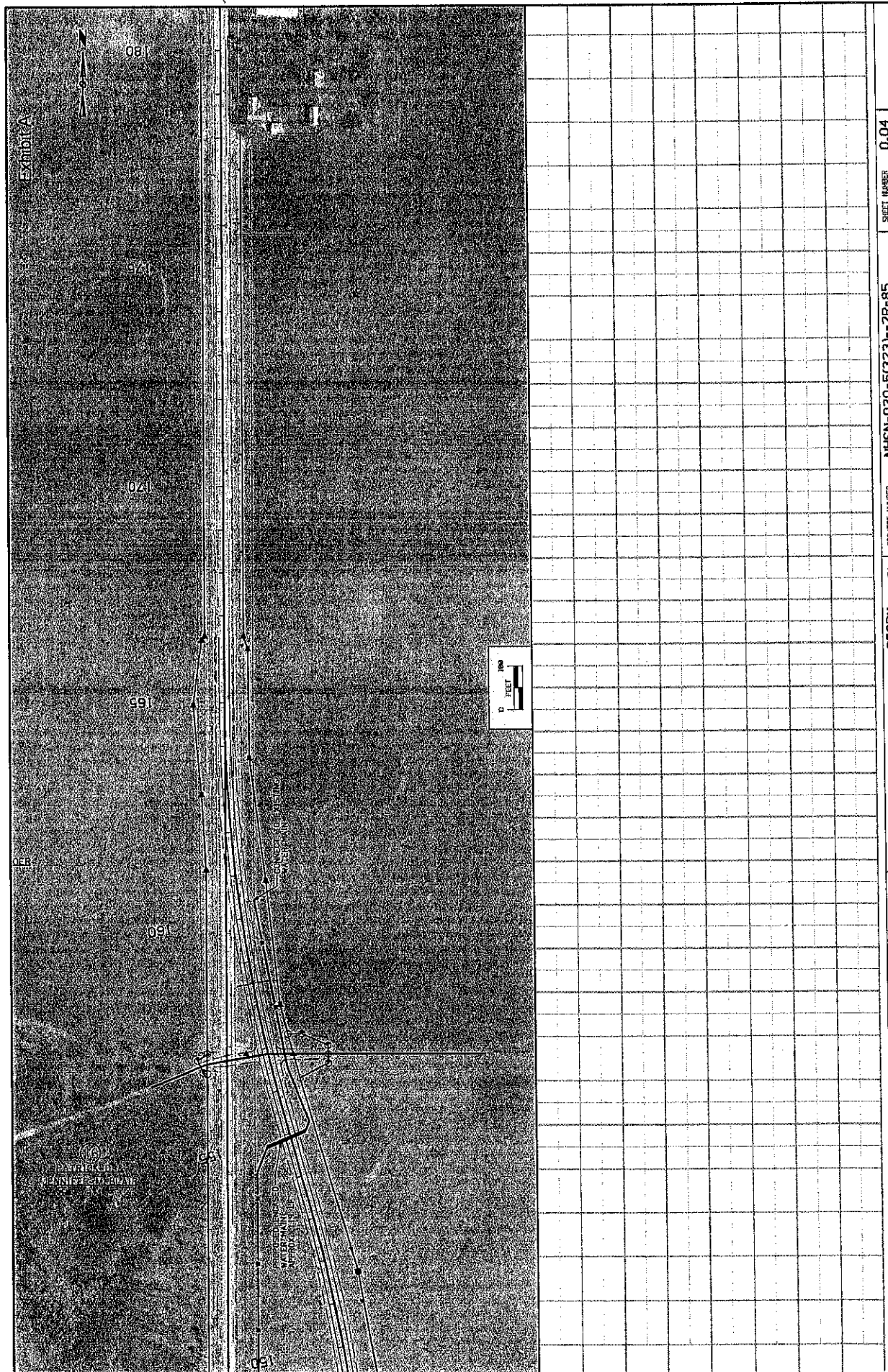
By: _____ Date _____, 20____.

Allison Smyth, P.E.
District Engineer
District 1



FILE NO.	ENG. JOB	DESIGN TEAM	PROJECT NUMBER	COUNTY	STORY	SHEET NUMBER
44653	6/19/2023	hr green, inc.	NHSH-030-5(323)-2R-85			0.01

4:46:53 PM 6/19/2023 hr green, inc.
 \\hr-green.com\NFS-Data\2023\2302726\CAD\Design\CADD_Files\Sheet_2302726.dgn
 2024-16-004_Nevada



FILE NO.	ENGLISH	DESIGN TEAM	HR GREEN, INC.	STORY	COUNTY	PROJECT NUMBER	NHSN-030-5(323)-2R-85	SHEET NUMBER	0.04
4/17/23 4:47:58 PM 6/19/2023	hmlnter	\\hrgreen.com\HRG\Data\2023\2302726\UAD\Design\CADD\21\en\Sheet_01\en\01_SHEET_2302726.dgn			2024-16-004_Nevada				

Prepared by HR Green

#	CODE	ITEM	UNIT	UNIT PRICE	TOTAL	TOTAL
1	2554-0114016	WATER MAIN, TRENCHED, PVC, 16 IN.	LF	\$ 200.00	6150 \$	1,230,000.00
2	2554-0124016	WATER MAIN, TRENCHLESS, PVC, 16 IN.	LF	\$ 500.00	40 \$	20,000.00
3	2554-0134016	WATER MAIN/ CASING, TRENCHED, PVC, 16 IN.	LF	\$ 500.00	900 \$	450,000.00
4	2551-0144016	WATER MAIN/ CASING, TRENCHLESS, PVC, 16 IN.	LF	\$ 900.00	90 \$	81,000.00
5	2554-0203000	FITTING BY WEIGHT, DUCTILE IRON	LB	\$ 15.00	3500 \$	52,500.00
6	2554-0207012	VALVE, GATE, DIP, 16 IN.	EA	\$ 10,000.00	4 \$	40,000.00
7	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EA	\$ 7,500.00	4 \$	30,000.00
					SUBTOTAL \$	1,903,500.00
					CONTINGENCY (20%) \$	380,700.00
					Total Project Cost \$	2,284,200.00
					Design/Phase Fee \$	120,000.00
					Construction Phase Fee \$	160,000.00

RESOLUTION NO. 020 (2023/2024)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA,
FOR A DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY
REGIME FOR 1436 WEST F AVENUE OWNERS ASSOCIATION**

WHEREAS, Elkhart Properties owns the land described below, to be known as "1436 West F Avenue Owners Association" located in the City of Nevada, Story County, Iowa. The legal description of the land is as follows:

West F Avenue Industrial Park Addition Lot 5

WHEREAS, the 1436 West F Avenue owners association consists of one commercial building. The building is locally known as 1436 west F Avenue, Nevada, Iowa and contains 16 condominium units. The building contains 24,000 rentable square feet of space; and

WHEREAS, developer's purpose for recording of this declaration, is to submit the land and each of the 16 condominium units, together with all improvements and appurtenances thereto, to the condominium form of ownership and use pursuant to the provisions of the Horizontal Property Act, and to impose upon such property mutually beneficial restrictions for the benefit of all condominiums and the owners thereof; and

WHEREAS, per Iowa Code 499B.3, the developer needs City consent to file the declaration and attest that the building meets the City's building code requirements; and

NOW, THEREFORE, developer does hereby declare that all of the property described above is held and shall be held subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be for the improvement and enhancement of the Property and the division thereof into condominium units, and shall run with the Land and shall be a burden and a benefit upon said Land, its appurtenances thereto, the developer, and the developer's grantees, successors in interest, heirs, executors, administrators, devisees and assigns (Exhibit attached). Per Iowa Code 499B.3, the City gives consent and declares and attests that the building meets the City's building code requirements. The Mayor is hereby authorized to execute the agreement on behalf of the City.

Passed and approved this 23rd day of October, 2023.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Prepared by Justin E. Hayes, 4201 Westown Parkway, Suite 250, West Des Moines, IA 50266-6720 (515-283-1801)
(8153RE)
Return to: Justin E. Hayes, 4201 Westown Parkway, Suite 250, West Des Moines, IA 50266-6720

**DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME
FOR
1436 WEST F AVENUE OWNERS ASSOCIATION**

ELKHART PROPERTIES, LC, an Iowa limited liability company (hereinafter referred to as "Elkhart Properties") and also referred to herein as the "Developer", hereby executes this Declaration of Submission of Property to Horizontal Property Regime which submits the Land described below to a condominium Regime to be known as **1436 WEST F AVENUE OWNERS ASSOCIATION** (hereinafter referred to as the "Regime") pursuant to Chapter 499B, Code of Iowa (2015), known as the "Horizontal Property Act", the same to take effect when this document is filed for record in the office of the Story County Recorder.

RECITALS

WHEREAS, Elkhart Properties owns the land described below, to be known as "**1436 WEST F AVENUE OWNERS ASSOCIATION**" located in the City of Nevada, Story County, Iowa. The legal description of the Land (hereinafter the "Land") is as follows:

West F Avenue Industrial Park Addition Lot 5

WHEREAS, the **1436 WEST F AVENUE OWNERS ASSOCIATION** consists of one commercial building (the "Building"). The Building is locally known as 1436 West F Avenue, Nevada, Iowa and contains 16 condominium units. The Building contains 24,000 rentable square feet of space. The 16 condominium units located in Building 1 are further described as Unit 101, Unit 102, Unit 103, Unit 104, Unit 105, Unit 106, Unit 107, Unit 108, Unit 109, Unit 110, Unit 111, Unit 112, Unit 113, Unit 114, Unit 115, and Unit 116.

WHEREAS, Developer's purpose for recording of this Declaration, is to submit the Land and each of the 16 condominium units, together with all improvements and appurtenances thereto (collectively the "Property"), to the condominium form of ownership and use pursuant to the provisions of the Horizontal Property Act, and to impose upon such Property mutually beneficial restrictions for the benefit of all Condominiums and the Owners thereof.

NOW, THEREFORE, Developer does hereby declare that all of the Property described above is held and shall be held subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be for the improvement and enhancement of the Property and the division thereof into condominium units, and shall run with the Land and shall be a burden and a benefit upon said Land, its appurtenances thereto, the Developer, and the Developer's grantees, successors in interest, heirs, executors, administrators, devisees and assigns.

ARTICLE I DEFINITIONS AND GENERAL

1. Association. The term "Association" shall mean the "**1436 WEST F AVENUE OWNERS ASSOCIATION, INC.**" and its successors and for purposes of this Declaration shall be the "Council of Co-Owners" as defined in Section 499B.2(4), Code of Iowa.
2. Board of Directors. The term "Board of Directors" shall mean the Board of Directors of the Association.
3. Building. The term "Building" or "Buildings" shall mean the Building and any applicable outbuildings.
4. City. The term "City" means the City of Nevada, Iowa.
5. Common Elements or Common Areas. The term "Common Elements" or "Common Areas" means all General Common Elements and Limited Common Elements as defined herein.
6. Condominium. "Condominium" shall mean the fee simple interest and title in and to the 16 condominium units, contained within the Building, located on the land described above, which shall be locally identified as 1436 West F Avenue, Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, and 116 in Nevada, Iowa, together with the undivided interest in the Common Elements including an Owner's interest in any Limited Common Elements appurtenant to such Units, and all other rights and burdens created by this Declaration.
7. General Common Elements. The term "General Common Elements" shall mean and is described as all portions of the property legally described above, not included

within the square footage of each of the 16 Condominium Units, except such portions of the property which are defined or reserved as "Limited Common Elements". The term also includes, but is not limited to, the Land, driveways, outside parking spaces, sidewalks, green spaces, landscaping, any surface water retention areas, the roof and exterior siding of the buildings, and all structural components of the buildings.

8. Limited Common Elements. The term "Limited Common Elements" means those Common Elements which are limited to or reserved for the use of the Owner of each of the 16 Condominium Units. The Owner of each Condominium Unit shall have reserved for their use and enjoyment, the entrance way into their respective Condominium Units. The Owners of each Unit shall also have reserved for their use and enjoyment any sidewalks leading to the front door of their respective Unit, and the entrance way into their respective Unit.
9. Owner or Unit Owner. "Owner" or "Unit Owner" means the person or entity who owns each of the 16 Units in fee simple. An "Owner" may purchase one or more Condominium Units. Elkhart Properties and TBD are the initial Owners of each of the 16 Condominium Units until said Units are conveyed in whole, or in part to one of the existing Owners or to a third-party purchaser. While owning any Unit, the Developer shall enjoy the same rights and shall be subject to the same duties applicable to all Owners, except as provided in this Declaration.
10. Property or Project. The term "Property" or "Project" or the term "Condominium Property" or "Condominium Project" shall include all Property, real, personal or mixed submitted to the Regime other than the personal property of each Owner.
11. Unit. Each Unit shall consist of the interior square footage of each Condominium Unit, including the foundation, slabs, and interior walls. All sewer, water, electrical, gas, telephone and other utility service lines, wirings, ducts, conduits, and piping located within the interior of each Condominium Unit or walk doors, overhead doors, etc. located outside of each Condominium Unit, used exclusively by such Unit, shall be considered part of the Unit and all maintenance, replacement and expenses related thereto, shall be the responsibility of the Owner of said Unit.
12. Plural and Gender. Whenever the context so permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.
13. Successors, Grantees and Assigns. Reference to Developer, an Owner, the Association, or any person or entity shall include the respective heirs, successors, grantees and assigns thereof.
14. Severability. The invalidity of a covenant, restriction, undertaking, or other provision of any condominium document shall not affect the validity of the remaining portions thereof.

15. Incorporation. Exhibits attached hereto and referred to herein are hereby made a part hereof with the same force and effect as other provisions of this Declaration; provided that, wherever specifically provided, modification of certain Exhibits shall not be deemed an amendment of this Declaration.
16. Governing Law. This Declaration and the Articles and the Bylaws of the Association shall be construed and controlled by and under the laws of the State of Iowa. A violation of either this Declaration, the Articles or the Bylaws shall be deemed a violation also of the other.
17. Other Definitions. Certain other terms are defined at various places in this Declaration and to the extent not defined herein, the definitions contained in the Horizontal Property Act shall control.

ARTICLE II

IDENTIFICATION OF LAND, BUILDINGS AND UNITS

Location of Land and Improvements. The Land, buildings, improvements and all appurtenances thereto are hereby submitted to the Regime located in the City of Nevada, Story County, Iowa. The Building comprising this Condominium Project is a one-story building containing 16 Condominium Units, all as shown on site plan drawing attached this this Declaration as Exhibit "A". The description of the materials used in the construction of each Building and the Condominium Units appears in Exhibit "B". Drawings of the floor plans for each condominium unit and the square footage of each condominium unit are also shown in Exhibit "C". Exhibits "A", "B" and "C" are intended to meet the requirements set forth in Section 499B.4 and 499B.6 of the Code of Iowa.

ARTICLE III

DEVELOPERS RESERVED RIGHTS, POWERS, AND OBLIGATIONS

1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease, or rent Units not previously sold by the Developer to any person and shall have the right to transact on the condominium property any business relating to construction, sale, lease, or rental of such Units as they shall desire.

2. Sole Association Director. While Developer remains the owner of any unit within the Horizontal Property Regime, Developer shall maintain sole authority of the to govern the Association. Developer shall maintain the right to transfer authority of the Association to the owners of the individual Units at its sole discretion.

ARTICLE IV

OWNERSHIP OF UNITS, APPURTENANCES AND EASEMENTS

1. Exclusive Ownership Interest. Each Owner shall be entitled to the exclusive ownership and possession of his Unit. An Owner shall be deemed to own all interior

surfaces and all walls, doors, floors, interior ceilings, heating and cooling equipment, and water heaters associated with each Unit. An Owner shall also have an undivided 1/16th ownership interest in the General and Limited Common Elements.

2. Appurtenances. There shall pass with the ownership of each Unit as a part hereof, whether or not separately described, all appurtenances to such Unit, including the Limited Common Elements. No part of the appurtenant interest of any Unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such Unit itself.

3. Undivided Ownership Interest. An undivided interest in the Land and other Common Elements of the Regime, regardless of whether such elements are General or Limited Common Elements, shall be appurtenant to each Unit. The amount of such undivided interest appurtenant to each Unit shall be a fraction, the numerator of which is the number of square feet of the Unit and the denominator of which is the total of the square feet in all 16 Units which have been submitted to the Regime, all shown in Exhibit "D", attached hereto.

4. Use of Limited Common Elements. The exclusive use of Limited Common Elements shall be deemed an appurtenance of the Unit for which said elements are reserved.

5. General Common Elements. Appurtenant to each Unit shall be a right to use and enjoy the General Common Elements.

6. Membership and Voting Rights. While Developer retains an interest in any of the 16 Units, Developer shall maintain the sole authority as the sole voting member to control the affairs of the Association until such time as Developer no longer owns any Units or waives its right in writing to be the sole voting Member of the Association. During the time that Developer is the sole voting member of the Association, it shall have the right to appoint Directors of the Association. Upon the transfer of all of Developer's remaining interest in any Units owned by Developer, the Unit Owners shall gain, appurtenant to each Unit, membership in the Association and a vote in the affairs of the Association and of the Regime in accordance with the Unit's percentage interest shown on Exhibit "D", provided the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles and Bylaws of the Association and of the other condominium documents. Concurrently upon the transfer of all of Developer's remaining interest in any Units owned by Developer, the owners of the Units shall appoint an Board of Directors pursuant to the terms of the incorporated Bylaws. The action of such Association shall be deemed the action of the Owners or of the Council of Co-Owners whenever such action is permitted or required by Chapter 499B of the Code of Iowa; and such action when taken in accordance with the Articles and Bylaws of the Association and this Declaration shall be final and conclusive upon all Unit Owners.

7. Cross-Easements. Appurtenant to each Unit shall be an easement from each Unit Owner to the other Unit Owners, and to the Association, and from the Association to

the respective Unit Owners for the purpose of ingress and egress through the Common Areas and the Limited Common Elements for the purpose of maintenance, repair and replacement of the Common Areas and the Limited Common Elements as authorized.

8. Utility Easements. The Association shall have the right to grant utility easements under, through and over the Common Elements, which are reasonably necessary to the ongoing development and operation of the Condominium Project.

9. Owner Access. Each Unit Owner shall have a perpetual right appurtenant to the Owner's ownership interest in his Unit for access to and from the Owner's Unit across and through the Common Elements.

ARTICLE V LIMITED COMMON ELEMENTS

The Limited Common Elements as defined above shall be for the exclusive use of the Owners of the unit associated with the limited common elements.

ARTICLE VI MANAGEMENT OF THE REGIME

1. Association; Membership; Vote or Other Action of Owners. The business and affairs of the Regime shall be governed and managed by the Association, a nonprofit membership corporation organized and existing under Chapter 504, Code of Iowa. Copies of the Articles of Incorporation and of its Bylaws are attached hereto as Exhibit "E" and Exhibit "F". Whenever a vote or other action of Unit Owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the Owners or of the Council of Co-Owners whenever such action is permitted or required herein by Chapter 499B of the Code of Iowa.

3. Agreements and Compliance. All Owners, the Association, tenants, families, guests, business invitees and other persons using or occupying the Regime shall be bound by and strictly comply with the provisions of the Bylaws of the Association and applicable provisions of the other condominium documents, and all agreements, regulations, and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such Owners and other persons.

4. Voting Rights. Ownership of a condominium shall

3. Availability of Documents and Records. The Association shall make available to the Unit Owners, lenders and the holders of first mortgage rights on any Unit current copies of this Declaration, the Bylaws of the Association and any rules or regulations passed by the Association governing the Condominium Regime.

4. Included Powers; Foreclosure of Lien; Waiver of Partition. Each Owner agrees that the Association has and shall exercise all powers, rights and authority granted to it as the Council of Co-Owners, by the Owners as a group, and by Chapter 504 and 499B of the Code of Iowa, including the right to make assessments chargeable to each Unit Owner and the creation of a lien encumbering Units. The Association shall also have the right to foreclose on said liens. Each Owner shall be liable for all assessments made by the Association against his Unit for common expenses and liabilities of the Association. The liability of a Unit Owner for all assessments made by the Association may not be avoided by waiver of the use and enjoyment of any of the Common Elements or by abandonment of a Unit. The Association shall have the right exercisable at reasonable times to enter a Unit as may be necessary or advisable to carry out its responsibilities.

5. Utilities. Each Unit Owner shall be responsible for all utilities consumed by the Unit Owner relating to their respective Units. Each Unit Owner shall pay all utility charges before they become delinquent.

6. Management Contract. Pursuant to authority granted in its Bylaws, the Association may enter into a contract with Developer or any other entity or person for professional management of the Association affairs. Any management fees shall be part of the Common Expenses for this Condominium Project.

7. Discharge of Liability. Each Owner shall promptly discharge any lien which may hereafter be filed against his Unit.

8. Negligence. A Unit Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by such Unit Owner's negligence or careless acts, or by the Unit Owner's employees, agents, customers, business invitees or tenants.

9. Indemnification of Management Committee Members. Each member of the Association shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon the member in connection with any proceedings to which the member may be a party, or in which the member may become involved, by reason of the member being or having been an officer or director of the Association or any settlement thereof, whether or not the member is an officer or director at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty of or liable for willful misfeasance or malfeasance in the performance of the member's duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.

10. Association as Attorney-in-Fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Owners of each and every Condominium to manage, control and deal with the interest of such Owners in the Common Areas so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder. The Association, or any Insurance Trustee designated by the

Association, is hereby irrevocably appointed attorney-in-fact for the Owners of each and every Condominium to purchase, maintain and handle insurance and insurance proceeds and condemnation awards as hereinafter provided, including, but not limited to, collection and appropriate distribution of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of documents, and the performance of all other acts necessary to accomplish such purpose. The acceptance by any person or entity of any interest in any Condominium shall constitute an appointment of the Association as an attorney-in-fact as provided above.

11. Rights to Levy Dues and Assessments. The Association, acting through its Board of Directors, shall have the responsibility for levying and collecting regular monthly dues and "special assessments". Monthly dues and any special assessments on the Units shall begin on the date determined by the Board of Directors.

12. Right of Entry. The Association shall have a right of entry to any Unit to perform emergency repairs or to do other work necessary for the maintenance of the project.

ARTICLE VII FIRST LIEN HOLDERS RIGHTS

Notices of Action. A holder, insurer, or guarantor of a first mortgage, only upon written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of the condominium instruments affecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the General or Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted.

(b) Any proposed termination of the Condominium Regime;

(c) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Regime or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(d) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of 60 days; and

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII MAINTENANCE, ALTERATION AND IMPROVEMENT

1. Definition. The term "maintenance" or "repair" as used in this Article shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a Unit, the Building, the Common Elements, or the Property in its condition as of the date of the completion of such improvements or restoration, provided any dispute over the characterization of work within the meaning shall be conclusively decided by the Board of Directors of the Association.

2. Maintenance by Association.

(a) The Association shall maintain all Common Elements, whether Limited or General, and shall make assessments therefore as a common expense except where the cost of maintenance has been specifically made the responsibility of each Unit in which case, each such Unit shall be assessed on an individual basis.

(b) As stated in Article I paragraph 7 the General Common Elements include the driveways and outside parking spaces. The Association is responsible for all maintenance, snow removal, painting of parking striping, and general surface cleaning associated with the driveways and outside parking spaces except as otherwise provided in this Declaration. In the event the Association determines, in its sole discretion, that a condominium unit owner or their customers and business invitees are utilizing the driveways and parking areas at a higher rate than the other unit owners, then the Association shall have the authority to assess a greater portion of the maintenance and replacement fees associated with the driveways and outside parking areas, utilized by said high usage condominium unit owners and its customers and business invitees. The Associations shall be responsible for replacing the driveways and parking areas if necessary.

(c) The Association shall be responsible for maintaining and replacing, if necessary, the roof of the condominium building as well as the exterior siding and structural components of the building.

(d) If a Unit Owner defaults in his responsibilities of maintenance as provided in this Article, the Association shall assume such responsibilities and shall assess the cost thereof against the Owner of such Unit and such assessment shall be collectible from the Unit Owner as if it were an assessment for common expenses.

3. Maintenance by Owner.

(a) Each Unit Owner at his own expense shall maintain the interior ceilings, the interior walls, the floors, and all windows and doors within his unit and shall keep the interior of his unit in clean and sanitary condition. The Owner shall be responsible for all redecorating, painting and interior finishing or office build out as may be desired by the Unit Owner. Any repair, maintenance or replacement of the exterior entranceway doors

shall be in strict conformity with the specifications prescribed by the Association. That is, although each Unit Owner is responsible for maintaining and replacing the exterior doors granting access to their Units, it is the intent of this Declaration that all exterior doors shall be uniform in appearance, or otherwise approved by the Board of Directors.

(b) The Owner of each Unit shall be responsible for maintenance of any plumbing fixtures, lighting fixtures, heating systems, air conditioning equipment, and all utilities servicing the Owner's Unit.

(c) The Unit Owner shall perform and maintain at his expense any improvements or other alterations to his Unit.

4. Alteration or Improvements by Owners. No Unit Owner shall make or permit to be made any structural alteration to the Building or any of the Common Elements, Limited or General, without first obtaining written consent of the Board of Directors of the Association, and without first determining the effect of such improvement or alteration on the insurance policies maintained by the Regime. The Unit Owner shall be responsible for the payment of the cost of any additional insurance thereby required. In the case of alterations within a Unit, the consent required by the preceding sentence shall be immediately granted upon agreement of the Unit Owner to pay the cost of any additional insurance and a determination that such alteration will not impair the structural soundness of the Building or safety of the Property. Alterations to the exterior of the Building or Common Element shall not be made if, in the opinion of the Board of Directors of the Association, such alteration would diminish the integrity and appearance of the Regime as a whole. The improvement or alteration of a Unit shall not cause an increase or decrease in the number of Ownership Units appurtenant to such Unit.

5. Alteration or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements shall require additions, alterations or improvements during any fiscal year, such alterations or improvements may be made if approved by a majority of the Ownership Units. The cost of such additions or improvements shall be assessed to each Unit Owner for the cost thereof as a common charge.

ARTICLE IX CONDITONS OF AND RESTRICTIONS ON OWNERSHIP USE AND ENJOYMENT

1. Subjection of the Property to Certain Provisions. The ownership, use, occupation and enjoyment of each Unit and of the Common Elements of the Regime shall be subject to the provisions of the Articles of Incorporation, the Bylaws, any Rules and Regulations adopted by the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on and enforceable against each and all Units and the Owners thereof and

their respective assigns, lessees, tenants, business invitees, occupants, and successors in interest.

2. Use of Property. The use of the Property shall be in accordance with and subject to the following provisions:

(a) A Unit may be used or occupied for any lawful purpose including flex space, personal hobby, business, warehousing.

(b) No animals, rabbits, raccoons, livestock, fowl, poultry, reptiles or birds shall be raised, breed or kept in any Unit or in the Common Elements of this Condominium Project.

(c) The Association may adopt Rules and Regulations regarding specific uses for the Units.

(d) No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done or be permitted to remain in any Unit which may be or become a nuisance or annoyance to the other Unit Owner. Owners of the Condominium Units shall exercise care not to disturb other Owners or tenants with excessive noise.

(e) There shall be no obstruction of any Common Elements. Nothing shall be stored on any Common Elements without the approval of the Association. Vehicular parking upon General Common Elements may be regulated by the Association. Repair or maintenance of trucks or other automobiles in the Common Areas or Limited Common Element Areas is prohibited.

(f) No signs of any character which are visible from the outside of a Unit shall be erected, posted, or displayed upon, from or about any Unit unless first reviewed and approved by the Association. The Board of Directors shall adopt Rules and Regulations regarding the display of the For Sale signs for any of the Condominium Units.

(g) No burning of any trash and no unreasonable or unsightly accumulation (or storage) of litter, new or used materials, or trash of any other kind shall be permitted to remain in public view for an extended period of time.

(h) No structure of a temporary character including tents, shacks, or outside storage facilities shall be placed or maintained on any of the Common Elements or Limited Common Elements.

(i) No fence shall be allowed to be constructed on the Property without prior written approval from the Board of Directors of the Association.

(j) Nothing shall be altered, constructed in, or removed from the Common Areas or Limited Common Element Areas without the written consent of the Board of Directors of the Association.

(k) No activity shall be allowed which unduly interferes with the peaceful possession and use of the Property by Each Unit Owner nor shall any fire hazard or unsightly accumulation of refuse be allowed.

(l) No vehicle or trailer belonging to a Unit Owner, its tenants, or any business invitees may be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the property by any other vehicles.

(m) The Association shall have the authority to adopt and amend reasonable Rules and Regulations governing the use of each Condominium Unit, the Common Areas and the Limited Common Elements, and such rules shall be observed and obeyed by the Owners, their guests, their tenants, business invitees and licensees.

ARTICLE X INSURANCE AND FIDELITY BONDS

1. The Association shall obtain and maintain at all times, to the extent available the following insurance (hereinafter referred to as "Condominium Property Insurance"):

(a) Comprehensive general liability insurance coverage covering all of the Common Areas and Limited Common Elements and any public areas of the Condominium Project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Limited Common Elements.

(b) Such other policies of insurance including insurance for other risks of a similar or dissimilar nature as are or shall hereinafter be considered appropriate by the Association, including fidelity bonds insuring the acts of members of the Board of Directors of the Association, if the Board of Directors deems such fidelity bonds to be necessary or appropriate.

2. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association against the Unit Owners.

3. Each Unit Owner shall obtain at his own expense appropriate fire, wind, hazard and liability insurance coverage which will fully insure each Unit Owner's Condominium Unit from loss caused by such perils. The Association shall not be responsible for hazard insurance on any portion of the Condominium Unit or the personal property owned by each Owner stored within the Unit structure.

ARTICLE XI

AMENDMENTS

Procedure. Except as otherwise provided in this Declaration, this Declaration may be amended by the affirmative consent in writing by a majority of the votes in the Association. Upon the recordation at the Story County Recorder's Office by the President, or other officer appointed for that purpose, an amendment adopted shall be effective against any person having an interest in a Unit or the Regime regardless of whether said person had an interest at the time said amendment was adopted. No amendment shall change the number of Ownership Units appurtenant to a Unit nor the share of the Common Elements appurtenant to it, nor increase the Owner's share of the common expenses unless the record Owner of the Unit concerned affirmatively joins in the adoption of such amendment.

ARTICLE XII REAL ESTATE TAXES

Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed and levied against each Unit Owner for his Unit and his corresponding fractional ownership interest in the Common Elements, as provided in the Horizontal Property Act. In the event that any such taxes or assessments for any year are not separately assessed and levied against each Unit Owner, but rather are assessed or levied against the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective fractional ownership interest in the Common Elements, and, in such event, such taxes or assessments shall be a common expense.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on this 11 day of September, 2023.

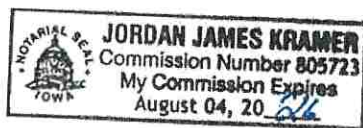
ELKHART PROPERTIES, LC
an Iowa limited liability company

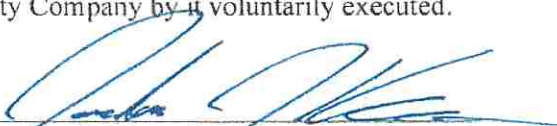
By: William Kimberley
William Kimberley, Manager

STATE OF IOWA)
)ss.
COUNTY OF POLK)

On this 11 day of September, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William Kimberley, to me personally known who, being by me duly sworn, did state that he is the Manager of Elkhart Properties, LLC executing the foregoing instrument on behalf of Elkhart Properties, LC; that the instrument was signed on behalf of the Limited Liability Company by authority of

its members, and that said Manager acknowledged the execution of this Declaration to be the voluntary act and deed of the Limited Liability Company by it voluntarily executed.




Notary Public in and for the State of Iowa

**EXHIBIT A
SITE PLAN**

EXHIBIT B
DESCRIPTION OF MATERIALS USED

**EXHIBIT C
FLOOR PLANS AND
SQUARE FOOTAGE**

EXHIBIT D
1436 WEST F AVENUE OWNERS ASSOCIATION
UNDIVIDED OWNERSHIP AND VOTING INTERESTS

<u>Units</u>	<u>Unit Square Footage</u>	<u>Undivided Ownership Interest</u>	<u>Voting Percentage Interest</u>
Units			
Building 1 (1436)			
Unit 101	1,500	6.25%	6.25%
Unit 102	1,500	6.25%	6.25%
Unit 103	1,500	6.25%	6.25%
Unit 104	1,500	6.25%	6.25%
Unit 105	1,500	6.25%	6.25%
Unit 106	1,500	6.25%	6.25%
Unit 107	1,500	6.25%	6.25%
Unit 108	1,500	6.25%	6.25%
Unit 109	1,500	6.25%	6.25%
Unit 110	1,500	6.25%	6.25%
Unit 111	1,500	6.25%	6.25%
Unit 112	1,500	6.25%	6.25%
Unit 113	1,500	6.25%	6.25%
Unit 114	1,500	6.25%	6.25%
Unit 115	1,500	6.25%	6.25%
Unit 116	1,500	6.25%	6.25%
TOTALS	24,000	100%	100%

EXHIBIT E
ASSOCIATION ARTICLES OF INCORPORATION

OF

1436 WEST F AVENUE OWNERS ASSOCIATION, INC.

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

The undersigned, acting as Incorporator of a corporation under the revised Iowa Non-profit Corporation Act, Chapter 504 of the Code of Iowa, hereby adopts the following Articles of Incorporation for such Corporation:

ARTICLE I. NAME

The name of the Corporation is **1436 WEST F AVENUE OWNERS ASSOCIATION, INC.**

ARTICLE II. CORPORATE EXISTENCE

The corporate existence of this Corporation shall begin on the date these Articles of Incorporation are filed with the Secretary of State of the State of Iowa and shall continue perpetually thereafter until dissolved or as provided by law.

ARTICLE III. PURPOSES AND POWERS

The Corporation is organized exclusively as an Owners Association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. The primary purpose of the Corporation is to operate an Owners Association for the 1436 WEST F AVENUE Condominiums located in the City of Nevada, Story County, Iowa.

As a means of accomplishing the foregoing purposes, the Corporation shall have all of the general powers as set forth in Chapter 504 of the Code of Iowa (2015), and as it may hereafter be amended. These general powers shall be exercised exclusively for the attainment of the purposes of the Corporation as set forth in this Article.

ARTICLE IV. NO PRIVATE INUREMENT

No part of the net earnings shall inure to the benefit of any Director or Officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes). No Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

ARTICLE V. DISSOLUTION PROVISIONS

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation exclusively for the purpose(s) of the Corporation set forth in Article III hereof in such a manner or to such organization or organizations operated exclusively as charitable organizations as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said District Court shall determine which are organized exclusively for such designated purpose(s).

ARTICLE VI. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of its initial registered office in the State of Iowa is 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266 and the name of the initial registered agent at such address is Justin E. Hayes.

ARTICLE VII. INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is two (2). The number of Directors may be changed by the Board of Directors upon the adoption of Bylaws for the Corporation and by any subsequent amendment to the Bylaws adopted by the Board of Directors. The name and address of the persons who is to serve as the initial Director are:

<u>Name</u>	<u>Address</u>
William Kimberley	2785 North Ankeny Boulevard, Suite 22 Ankeny, Iowa 50023
Jordan Kramer	2785 North Ankeny Boulevard, Suite 22 Ankeny, Iowa 50023

ARTICLE VIII. MEMBERS

The Corporation shall have Members. The designation of membership classes, the manner of election and the qualifications and rights of the Members of each class shall be as set forth in the Bylaws of the Corporation.

ARTICLE IX. EXEMPTION OF PRIVATE PROPERTY

Consistent with the Iowa Nonprofit Corporation Act, the private property of the directors, officers, employees and members of the corporation shall be exempt from all debts, obligations and liabilities of the Corporation of any kind whatsoever and

directors, officers, members and other volunteers of this Corporation shall not be personally liable in that capacity, for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for a breach of the duty of loyalty to the Corporation, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit. If Iowa law is hereafter changed to mandate or permit further elimination or limitation of the liability of the Corporation's directors, officers, employees, members and volunteers, then the liability of the Corporation's directors, officers, employees, members and volunteers shall be eliminated or limited to the full extent then permitted.

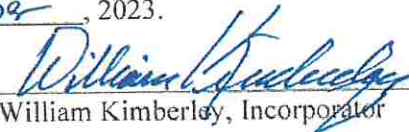
ARTICLE X. INCORPORATOR

The name and address of the Incorporator is William Kimberley, whose address is 2785 North Ankeny Boulevard, Suite 22, Ankeny, Iowa 50023.

ARTICLE XI. AMENDMENTS

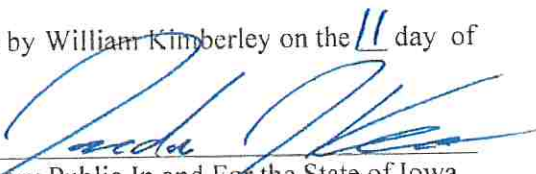
These Articles of Incorporation may be amended at anytime and from time to time as provided by the Code of Iowa, but no amendment shall be adopted which deprives the Corporation of tax exempt status under the Internal Revenue Code of 1986, as amended.

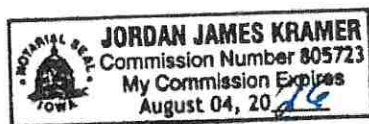
DATED the 11 day of September, 2023.


William Kimberley, Incorporator

STATE OF IOWA)
) ss:
COUNTY OF POLK)

This record was acknowledged before me by William Kimberley on the 11 day of September, 2023.


Notary Public In and For the State of Iowa



**EXHIBIT F
ASSOCIATION BYLAWS**

OF

1436 WEST F AVENUE OWNERS ASSOCIATION

ARTICLE I. PURPOSES

1436 WEST F AVENUE OWNERS ASSOCIATION, INC., (hereinafter called the "Association") is organized as an Owners Association to conduct the business affairs and management of the 1436 West F Avenue Owners Association located in the City of Nevada, Iowa. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Bylaws, the Association shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law).

ARTICLE II. OFFICES

Section 2.1 Principal Office. The principal office of the Association in the State of Iowa shall initially be located in the City of Nevada, Story County, Iowa. The Association may have such other offices, either within or without the State of Iowa as the Board of Directors may designate or as the business of the Association may require from time to time.

Section 2.2 Registered Office. The registered office of the Association in the State of Iowa may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III. MEMBERSHIP

Section 3.1 Members. Each Owner of the 16 Units located within the **1436 WEST F AVENUE OWNERS ASSOCIATION** shall be a Member of the Association. When more than one person holds an interest in any Unit, all such persons shall be Members. Membership shall be appurtenant to and may not be separated from ownership of any Unit that is subject to assessment set forth in the Declaration of Submission of Property to Horizontal Property Regime. Ownership of a Unit shall be the sole qualification for membership.

Section 3.2 Voting. Subject to the provisions of Section 3.4 of this Article, the Owner of each Unit shall be entitled to a percentage vote in the affairs of the Association equal to the Unit Owner's "Voting Percentage Interest" in this Condominium Project as set forth in Exhibit "D" of the Declaration of Submission of Property to Horizontal Property Regime. The vote for each Unit shall be exercised as the Owners of the Unit, among themselves, determine, but in no event shall the Owners of such Unit be entitled to a percentage vote greater than the percentage ownership interest identified in Exhibit "D" of said Declaration.

Section 3.3 Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment against the Member's Unit remains unpaid. The Association may suspend the voting rights of a Member for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.

Section 3.4 Sole Voting Member. Elkhart Properties, L.C. an Iowa limited liability partnership currently holds title to all Units within the condominium project. Elkhart Properties, L.C. shall be the only voting member of the Association entitled to vote for so long as it holds title to any Unit or until it waives, in writing, its right to be the sole voting member.

Section 3.5 Annual Meeting. The annual meeting of the Members shall be held in the month of January in each year beginning with the year 2023, for the purpose of electing the Board of Directors of the Association and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If a quorum is not present for the election or transaction of business on the day designated herein for the annual meeting of the Members, the Members shall cause the annual meeting to be held at a special meeting of the Members as soon thereafter as it may conveniently be held. Notwithstanding the foregoing, no annual meetings of the Members shall be required for so long as Elkhart Properties, L.C. is only voting member of the Association entitled to vote, or until it waives, in writing, its right to be the sole voting member.

Section 3.6 Special Meetings. Special meetings of the Members may be called by or at the request of the President or a majority of the Members upon the written demand, signed, dated and delivered to the Secretary. Such written demand shall state the purpose or purposes for which such meeting is to be called. The time, date and place of any special meeting shall be determined by the Board of Directors, or, at its direction, by the President.

Section 3.7 Notice of Meetings. Written notice stating the place, date and time of each annual meeting and special meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given no less than five (5) days and not more than fifty (50) days before the date of the meeting, delivered personally or mailed to each Member at his or her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid.

Section 3.8 Quorum. Sixty percent (60%) of the percentage ownership interests shall constitute a quorum for the transaction of business at any meeting of the Members, but if less than the required quorum is present at a meeting, the Members present may adjourn the meeting without further notice. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than five (5) days following the preceding meeting. Subject to Section 3.4 of this Article, if a quorum is present, the affirmative vote of at least fifty-one percent (51%) of the percentage ownership interests entitled to be cast shall be the act of the Members.

Section 3.9 Presumption of Assent. A Member of the Association who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken unless the Member's dissent shall be entered in the minutes of the meeting or unless the Member has submitted written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall manage the business and affairs of the Association in such a manner so as to comply with the meaning of the terms and limitations of the Articles of Incorporation, these Bylaws and the Declaration of Submission of Property to Horizontal Property Regime so that such actions will not jeopardize the federal income tax exemption of this Association pursuant to the provisions of Section 528 of the Internal Revenue Code as now in force or as may be amended.

Section 4.2 Number, Tenure and Qualifications. Subject to Section 4.3 of this Article, the Board of Directors of the Association shall initially consist of one (1) Director, which may be changed from time to time by vote of the Members of the Association. The Directors shall serve for a term of one (1) year commencing with appointment or until a successor shall have been appointed or elected and qualified. An individual must be an owner of a Condominium Unit in the Elkhart Industrial Park Condominiums to qualify to serve as a Director.

Section 4.3 Appointment of Board of Directors. Elkhart Properties, L.C. shall appoint the Board of Directors of the Association and determine the number of Directors of the Association for so long as it holds title to any Unit or until it waives, in writing, its right to be the sole voting member.

Section 4.4 Annual and Regular Meetings. An annual meeting of the Board of Directors shall be held without notice immediately after, and at the same place as the annual meeting of the Members for the purpose of organization, election of Officers and the

transaction of other business. Regular meetings of the Board of Directors may be held at such time and place as the Board of Directors shall by resolution fix and determine from time to time without other notice than such resolution.

Section 4.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Iowa, as the place for holding any special meeting of the Board of Directors called by them.

Section 4.6 Notice. Notice of any special meeting shall be given not less than five (5) days and not more than fifty (50) days before the date on which the meeting is to be held, by written notice delivered personally or mailed to each Director at his/her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as otherwise provided in these Bylaws, neither the business to be transacted, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.7 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice. At all meetings of Directors, a quorum being present, the act of the majority of the Directors present at the meeting shall be the act of the Board of Directors.

Section 4.8 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless the dissent shall be entered in the minutes of the meeting or unless the Director submits a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 4.9 Action Without Meeting. Any action required to be taken at a meeting of the Directors, or any other action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. For purposes hereof, facsimile signatures shall be adequate to show consent.

Section 4.10 Resignation and Removal. Any Director may at anytime resign by serving written notice thereof on the remaining Directors. A Director may be subject to removal, with or without cause, at a meeting of the Members called for that purpose in the manner prescribed by law. A Director who misses more than three (3) consecutive board meetings will be subject to removal upon resolution by the Board of Directors.

Section 4.11 Vacancies. Subject to Section 4.3 of this Article, any vacancy occurring in the Board of Directors and, to the extent permitted by law, any Directorship to be filled by reason of an increase in the number of Directors, may be filled by election by a majority of the then sitting Directors of the Association. A Director so elected shall serve the un-expired term of his/her predecessor in office or the full term of such new Directorship, as the case may be.

Section 4.12 Compensation. Directors shall serve without compensation, except reasonable expenses may be paid.

ARTICLE V. OFFICERS

Section 5.1 Designation of Officers, Election and Term of Office. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Any Two or more offices may be held by the same person. The Officers shall be elected annually at the annual meeting of the Board of Directors held after the annual meeting of the Members and each Officer shall hold office until a successor shall have been duly elected and qualified or upon death, resignation or removal.

Section 5.2 Management Company. So long as Elkhart Properties, L.C. holds title to any Unit or until it waives, in writing, its right to be the sole voting member, the Board of Directors may, in its discretion, contract with a professional management company to manage the regular business and affairs of the Association and shall have other such powers and duties as the Board of Directors shall specify at the expense of the Association.

Section 5.3 Resignation. Any Officer may at anytime resign by serving written notice thereof on the Board of Directors. Such resignation shall take effect upon receipt thereof or at any later time specified therein; and, unless otherwise specified therein, acceptance thereof shall not be necessary to make it effective.

Section 5.4 Removal. Any Officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any Officer holding the position of President, Vice President, Secretary or Treasurer will automatically be removed if the individual holding the subject office is no longer a Member.

Section 5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the un-expired portion of the term.

Section 5.6 Salaries. The President, Vice President, Secretary and Treasurer shall serve without compensation except reasonable expenses may be paid. As indicated in Section 5.2 above, as long as Elkhart Properties, L.C. holds title to any Unit or until it waives, in writing, its right to be the sole voting member, the Board of Directors may contract with a professional management company to carry out the functions of the President, Vice President, Secretary and Treasurer, in its discretion, and any expenses relating to said contract shall be the obligation of the Association. Further, to the extent deemed necessary by the Association, the Association may retain the services of the President, Vice President, Secretary and Treasurer other than in their capacity as such Officers and they may be compensated for services so rendered as the Board of Directors may from time to time deem appropriate.

ARTICLE VI. INDEMNIFICATION

Except for any prohibition against indemnification specifically set forth in these Bylaws or in the Iowa Nonprofit Corporation Act at the time indemnification is sought by any member, director, officer, employee, volunteer or agent of the Association, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that the person is or was a member, director officer, employee, volunteer or agent of the Association, or is or was serving at the request of the Association as a member, director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise (such serving as a member, director, officer, employee or agent of the Association or at the request of the Association referred to herein as "serving on behalf of or at the Association's request"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that person's conduct was unlawful.

ARTICLE VII. SEAL

The Association shall have no corporate seal.

ARTICLE VIII. AMENDMENTS

These Bylaws may be altered, amended or repealed and New Bylaws may be adopted by a majority vote of the Directors of the Board of Directors at any regular or special meeting of the Board of Directors provided that a minimum of thirty (3) days notice in writing of the character of the proposed alteration, amendment or repeal is given to all Directors of the Board of Directors.

DATED this 11 day of September, 2023.

ELKHART PROPERTIES, L.C.
Sole Voting Member

By: 
William Kimberley, Manager

LENDER CONSENT

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned officer, acting with full authority and for and on behalf of Iowa Trust and Savings Bank, does hereby consent to the submission of the real estate described below to a Horizontal Property Regime to be known as "1436 West F Avenue Owners Association" pursuant to Chapter 499B of the Code of Iowa (2015). The subject real estate is legally described as follows:

West F Avenue Industrial Park Addition Lot 5

Iowa Trust and Savings Bank is the present owner of a Mortgagee's interest arising from a mortgage executed by Elkhart Properties, L.C., as Mortgagor, to Iowa Trust and Savings Bank as Mortgagee dated the _____ day of _____, 2023, and filed for record in the Office of the Recorder of Story County Iowa on the _____ day of _____, 2023 in Book _____ at Page _____. Iowa Trust and Savings Bank hereby acknowledges that the submission of said real property to a Horizontal Property Regime consisting of one building, the Building consisting of sixteen (16) business condominium units to be known as "1436 West F Avenue Owners Association" is with its consent and in accordance with its desire.

DATED this ____ day of _____, 2023.

IOWA TRUST AND SAVINGS BANK

By: _____

Brad Fuller

STATE OF IOWA)
) ss
COUNTY OF _____)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brad Fuller to me personally known, who being by me duly sworn, did state that he is the _____ of Iowa Trust and Savings Bank; that no seal has been procured by said Bank and that said instrument was signed on behalf of said Bank by authority of its membership and that said Brad Fuller as _____, acknowledged the execution of said instrument to be the voluntary act and deed of said Bank, by it and by him voluntarily executed.

NOTARY PUBLIC FOR THE STATE OF IOWA

EXHIBIT H
CITY OF NEVADA CONSENT

Pursuant to Iowa Code Section 499B.3 (2015) the City of Nevada hereby acknowledges that it has received proper notification of the proposed filing of the attached Declaration of Submission of Property to Horizontal Regime for 1436 WEST F AVENUE OWNERS ASSOCIATION. The City has established that the building meets the City of Nevada building code requirements and the City hereby consents to the filing of the attached Declaration of Submission in the Office of the Story County Recorder.

City of Nevada

By: _____
Brett Barker, Mayor

Attest: Kerin Wright, City Clerk

HR GREEN, INC.
AMENDMENT TO MASTER AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT, made this ____th day of _____, 2023 by and between the **City of Nevada**, the CITY, and **HR GREEN, INC.** (hereafter "HRG"), for professional services concerning:
Nevada, IA – North Well Field Exploration

HRG Project Number 2303590

The CITY agrees to employ HRG to perform the following services:
Field Exploration, Planning, Evaluation, and Permitting as defined in the Attachment A, Scope of Services.

In consideration for these services, the CITY AGREES to pay HRG on the following basis: (Indicate Payment Method)


- ☐ Lump sum in the amount of _____
- ☒ Per current Rate Schedule Total Project Not to Exceed amount of \$67,200
- ☐ Other as stated here: _____

The Schedule of Fees and Conditions are as approved in the Master Agreement for Municipal Engineering Services dated June 26, 2023.

CITY OF NEVADA, IOWA

HR GREEN, INC.

By: Brett Barker
Its Mayor
Date _____



By: Heath Picken, P.E.
Its Vice President
Date 10/17/2023

ATTACHMENT A: SCOPE OF SERVICES

1.0 Project Understanding

1.1 General Understanding

The City of Nevada (CLIENT) has purchased a 38-Acre parcel of land adjacent and immediately north of the current alluvial well field located east of Interstate-35. The current parcel includes areas defined as Conservation Reserve Program (CRP) administered through the United States Department of Agriculture (USDA). CLIENT desires to investigate the acquired parcel to determine well siting for future expansion of the alluvial source water system.

Once complete, the well siting recommendations can be used for CLIENT to formally change CRP classification of portions of the parcel with the USDA.

1.2 Design Criteria/Assumptions

- The project will utilize the Recommended Standards for Water Works, 2012 Edition, (aka 10 States Standards) as adopted design standards of the Iowa DNR.
- Additional design standards are included in Section 567 of the Iowa Administrative Code (IAC) to supplement the 10 States Standards.
- This study will include field investigation of both surface features (i.e., wetlands) and subsurface features (i.e., drilling and sieve analysis). Spacing of the wells will be based on previous guidelines for the existing well field. No hydrogeological modeling is included as part of this study.

2.0 Scope of Services

The CITY agrees to employ COMPANY to perform the following services:

2.1 Project Management and Quality Control

- a. COMPANY shall provide project management services for duration of the project. This includes scheduling subconsultants/subcontractors, establishing and updating schedules, managing resources, and communicating with CLIENT.
- b. Provide a quality assurance and quality control (QA/QC) plan for the project. This includes an independent internal review of major deliverables.

2.2 Project Initiation

- a. Project Kick-off Meeting: Schedule a project kick-off meeting with the CLIENT staff to review the overall scope of the project, identify specific objectives and CLIENT requirements, gather information and records from CLIENT, and discuss in detail the tasks and schedule of the project. The Kick-off Meeting will be held virtually through Microsoft Teams.

2.3 Wetland Delineation

- a. Complete an onsite field wetland delineation of the 38-acre parcel and potential adjacent work areas. The Consultant will use the methods described in 1987 Corps of Engineers Wetlands Delineation Manual and 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region.
- b. Wetland boundaries will be recorded using sub-meter accuracy GPS and drawn on high-resolution aerial photographs.
- c. The Consultant will summarize the field delineation results in a report. This report will include an introduction, background information review, observed site conditions including wetland descriptions, site photographs, and figures depicting wetland delineated wetland boundaries. The report will describe individual delineated wetlands on the site by type (emergent, forested, etc.).
- d. The presence/absence of wetlands and their boundaries in farmed areas will be determined using Chapter 5: Difficult Wetland Situations/Agricultural Lands of the Midwest region supplement. The report will also identify and record potential stream indicators such as ordinary high water marks (OHWM), running water, water flow direction, absence of vegetation within wetlands, active sediment sorting, bank erosion, and bank filling.

2.4 Subsurface Drilling, Exploration, and Water Quality Sampling

Mobilize drilling equipment to the site for minimum of one (1) and maximum of three (3) locations for drilling and subsurface exploration. The following will be provided at each potential Test Hole/Well site:

- a. Drill a 2-inch Test Hole/Well to a depth of approximately 90 feet.
- b. The Test Hole/Well will be permitted through the Private Well Program, with Story County having jurisdictional authority. Test Holes/Wells will be left open no more than 7 days.
- c. Obtain soil samples from the target Ames Aquifer during drilling. Samples will be sent to a laboratory for a sieve analysis for evaluation of the potential aquifer capacity, permeability, transmissivity, and preliminary screen sizing. Samples will be provided at spacing approximately every 5 feet within the target aquifer.
- d. Well Drilling subcontractor will obtain a water quality sample for testing at a certified lab to confirm the concentrations of the following constituents: Iron, Manganese, Ammonia, Nitrate, pH, Alkalinity, Total Hardness, and Total Dissolved Solids (TDS).
- e. Plug and abandon the well with bentonite and/or neat cement, submit Iowa DNR Form 542-1226 "Abandoned Water Well Plugging Record" to the Iowa DNR Water Supply Engineering Section.

2.5 Water Capacity Evaluation

- a. Obtain operational records from CLIENT, including Monthly Operating Reports (MORs) and meter billing data for industrial raw water customers to determine current design demands for both raw and finished water.
- b. Forecast future 10-year and 20-year demands based on known planned developments, forecasted population growth using Census records, and any readily-available sources of future growth estimates such as a City or County Comprehensive Plan.

- c. Prepare a memorandum documenting the source of data, assumptions and rationale for future forecasted conditions, and current future design demands.
- d. Based on future forecasted demands, identify the number of future well site(s) to accommodate adequate source water under firm capacity conditions.

2.6 Evaluation of Raw Water Main Capacity and Preliminary Engineering Report

HR Green previously completed a hydraulic evaluation of the capacity in the 16-inch raw water transmission main as part of the 2013 *Water System Facility Plan*. Subsequently, improvements were made at the Water Treatment Plant and at industrial customers to provide for increased flow control and metering of raw water flows. This scope will include the following:

- a. COMPANY to deploy fire hydrant pressure transmitters and data loggers on two (2) fire hydrants to remotely obtain operational pressure data over the course of multiple days (e.g., 3-7 days). Pressure Transmitter/Data Loggers anticipated to be placed at the current Well Field site and immediately downstream of the Service Control Building that supplies flow to the industrial customers.
- b. Process the data from the Pressure Transmitter/Data Loggers and obtain operational SCADA data from CLIENT, including:
 - o Individual and Total Well Flowrates
 - o Well Field Discharge Pressure
 - o Water Treatment Plant total Raw Water Flow
 - o Water Treatment Plant incoming Raw Water Pressure
 - o Service Control Building Individual and Total Raw Water to Customers
 - o Service Control Building Raw Water Pressure
- c. Update the hydraulic model of the Raw Water System to incorporate the field data. Confirm capacity in the raw water main and identify any deficiencies and/or improvements needed to convey the Design Flow required based on the Demand Evaluation in the scope item above.
- d. Document the data evaluation, any assumptions, capacity findings, and the Engineer's Opinion of Probable Construction Cost for any recommended improvements in a Draft Preliminary Engineering Report (PER) that would serve as the basis for the Iowa DNR to justify improvements to the raw water system. The PER will include the results of the Demand Evaluation and Well Siting Recommendations identified in the Scope Items above as Appendixes.
- e. Meet with CLIENT to review the Draft PER, discuss the findings, and receive feedback to incorporate into the final document.
- f. Finalize the PER, and at CLIENT's direction, submit to the Iowa DNR for review and approval.
- g.

3.0 Deliverables and Schedules Included in this Agreement

Notice to Proceed:	TBD by CITY
CLIENT Kickoff Meeting	1 Week after NTP
Deploy Pressure Transmitters	2 Weeks after NTP
Wetland Delineation and Report	4 Weeks after NTP
Water Capacity Evaluation	5 Weeks after NTP
Drilling, Sieve Analysis, and Water Quality Results	6 Weeks after NTP

Raw Water System Draft PER	10 Weeks after NTP
CLIENT Review meeting	12 Weeks after NTP
Finalize PER	16 Weeks after NTP

This schedule was prepared to include reasonable allowances for review and approval times required by the CITY and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CITY or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

1. Modeling of the Aquifer System
2. Attendance at meetings or public hearings other than those specifically listed in the Scope of Services
3. Additional permitting, other than specifically listed in the Scope of Services
4. Survey services, including topographical, boundary, and/or utility surveys
5. Preparation of Plats and/or Easements
6. Funding applications
7. Financial assistance and/or providing services related to a Municipal Advisor
8. Legal services of any kind
9. Design, bidding, or construction of improvements to the Water System

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Northway Well and Pump Company to provide Subsurface Drilling, Exploration, and Water Quality Sampling

6.0 City Responsibilities

1. Provide requested operational data and records.
2. Provide timely review of draft submittals.
3. Provide personnel knowledgeable about operations and maintenance of facilities to be available for discussions, accompany COMPANY on any site visits, and to answer questions.
4. Provide data on past construction costs for existing critical assets.
5. Pay for all permit fees.

COUNCIL ACTION FORM

AGENDA ITEM: TREES IN RIGHT OF WAY (ROW)

HISTORY:

I would like to address council regarding the planting of trees in the streets/parking, also referred to as the ROW. In the past it has always been accepted. Today there are a lot of utilities being put in our ROW. The City of Nevada typically spends the entire amount of funds budgeted in removal of dead trees, and upkeep of trees - approximately \$50,000/year. The city does have an ordinance 151.03 (attached) referencing tree trimming by the property owner. The city spends a lot of time and resources trimming trees, marking trees for removal, picking up branches and more. Trees in the ROW are also affecting people on sidewalks, bikers, school buses, semis, and agriculture equipment; I'm sure there are more. Public Works is not taking a stance on trees in the ROW, rather asking for clarification in regards to who's responsibility it is for the trees currently in the ROW, and if trees should be allowed to be planted in the ROW moving forward.

Iowa SUDAS chapter 10A states, "With narrower ROW and increasing underground utilities, the available space within the ROW is diminishing." (Attached code). This makes it difficult to plant a tree or trees in the ROW and not expect it to have some type of impact on what's located in the ground underneath it.

Furthermore, Director of Fire & EMS Reynolds has been working with Story County EMA to put together a Disaster Mitigation Plan. As part of this plan, one area of concern was planting of trees in the right of way. During the Derecho, the most expense and time came from responding to trees in the right of way and power lines. It was recommended that in the future, trees should not be planted in the right of way.

Even if utilities are on one side of the street, it is common when putting in new lines to place them on the opposite side to avoid the current line.

When replacing utility lines, it is common place to move them to the opposite side of the street during reconstruction. This makes for a "cleaner" install and alleviates running into any pre-existing lines during the process.

I would like council to take a look at our current ordinance and get their feedback. Some key points to consider:

- If property owner fails to keep trees trimmed, do we send out notices, is a fee assessed?
- Does the city trim trees in the ROW and invoice the property owner?
- Should trees/shrubs be allowed to be planted in the ROW?
- If trees/shrubs are permitted in the ROW, should a fee be assessed on every utility bill, to cover the cost of maintenance?

Additionally, at this time most of the ashes trees in town are taken down. My next concern is the other failing trees, which seems to be maples and oaks.

It is my recommendation that moving forward, no trees, shrubs, vegetation be planted in the ROW. This would save time and money as well as ensure our water/sewer lines or anything else underground is not affected, broken, or damaged by trees/roots. It would also alleviate a lot of the large overhanging branches covering our streets and sidewalks.

Joe Mousel
City of Nevada Street Supervisor

OPTIONS:

1. Amend the code to not allow the plantings of trees, shrubs, vegetation, etc. and create a policy for current plantings in the ROW.
2. Allow trees in ROW with restrictions and approval by the Street Supervisor. Do nothing at this time.
3. Do nothing at this time.

STAFF'S RECOMMENDED ACTION:

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

CHAPTER 151

TREES, WEEDS AND OFFENSIVE VEGETATION

151.01 Definitions	151.07 Growth of Offensive Vegetation Prohibited
151.02 Planting Restrictions	151.08 Duty to Remove Offensive Vegetation
151.03 Duty to Trim Trees	151.09 Notice to Owner, Agent or Occupant
151.04 Trimming Trees to be Supervised	151.10 Removal by City; Assessment
151.05 Disease Control	151.11 Duty to Pay
151.06 Inspection and Removal	151.12 Alternative Remedy

151.01 DEFINITIONS.

For use in this chapter, the following terms are defined:

1. "Offensive vegetation" includes all noxious weeds as defined in Chapter 317 of the Code of Iowa and all other weeds which are not otherwise included in the definition contained in Chapter 317 but which are commonly held to be offensive to sight or smell. The term further includes all grasses not otherwise offensive which have reached a height of twelve inches or more, unless otherwise excluded by the following provisions of this subsection. The term further includes all dead trees on public or private property. Offensive vegetation does not include shrubbery, trees, flowers and other vegetation designed for aesthetic landscaping purposes, nor does the term include garden vegetables customarily grown for home use in a garden, provided the garden is regularly maintained and otherwise free from the type of offensive vegetation that this section seeks to eliminate.

2. "Parking" means that part of the street, avenue or highway in the City not covered by sidewalk and lying between the lot line and the curb line; or, on unpaved streets, that part of the street, avenue or highway lying between the lot line and that portion of the street usually traveled by vehicular traffic.

151.02 PLANTING RESTRICTIONS.

No tree shall be planted in any parking or street except in accordance with the Statewide Urban Design and Specifications.

151.03 DUTY TO TRIM TREES.

The owner or agent of the abutting property shall keep the trees on, or overhanging the street, trimmed so that all branches will be at least fifteen (15) feet above the surface of the street and eight (8) feet above the sidewalks. If the abutting property owner fails to trim the trees, the City may serve notice on the abutting property owner requiring that such action be taken within five (5) days. If such action is not taken within that time, the City may perform the required action and assess the costs against the abutting property for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2c, d & e])

151.04 TRIMMING TREES TO BE SUPERVISED.

Except as allowed in Section 151.03, it is unlawful for any person to trim or cut any tree in a street or public place unless the work is done under the supervision of the City.

151.05 DISEASE CONTROL.

Any dead, diseased or damaged tree or shrub which may harbor serious insect or disease pests or disease injurious to other trees is hereby declared to be a nuisance.

151.06 INSPECTION AND REMOVAL.

The Council shall inspect or cause to be inspected any trees or shrubs in the City reported or suspected to be dead, diseased or damaged, and such trees and shrubs shall be subject to the following:

1. City Property. If it is determined that any such condition exists on any public property, including the strip between the curb and the lot line of private property, the Council may cause such condition to be corrected

by treatment or removal. The Council may also order the removal of any trees on the streets of the City which interfere with the making of improvements or with travel thereon.

2. Private Property. If it is determined with reasonable certainty that any such condition exists on private property and that danger to other trees or to adjoining property or passing motorists or pedestrians is imminent, the Council shall notify by certified mail the owner, occupant or person in charge of such property to correct such condition by treatment or removal within fourteen (14) days of said notification. If such owner, occupant or person in charge of said property fails to comply within 14 days of receipt of notice, the Council may cause the condition to be corrected and the cost assessed against the property.

(Code of Iowa, Sec. 364.12[3b & h])

151.07 GROWTH OF OFFENSIVE VEGETATION PROHIBITED.

The dense growth of offensive vegetation within the City is prohibited. This section does not apply to any lot or parcel of ground where cultivated, agricultural commodities are planted and harvested within the City, provided the lot or parcel is regularly maintained and otherwise free from the type of offensive vegetation that this section seeks to eliminate.

151.08 DUTY TO REMOVE OFFENSIVE VEGETATION.

The owners, agents or occupants of all lots and parcels of ground within the City limits shall cut or cause to be cut all offensive vegetation on their respective lots or parcels of ground not later than May 15, July 1 and August 15 of each year. In any case where the offensive vegetation is not cut within five (5) days after any date fixed above, it shall be the duty of the Zoning Enforcing Officer to enforce the provisions of this chapter. The provisions of this section also apply to all lands and lots abutting on any street or public way, to that portion of the property that lies between the property line of the property and the curb line, but only where curb and gutter have been installed.

151.09 NOTICE TO OWNER, AGENT OR OCCUPANT.

If the Zoning Enforcing Officer determines that Section 151.08 has been violated, the officer shall serve a written notice upon the owner, agent or occupant of the property, notifying the owner, agent or occupant that there exists a violation of this chapter and that unless the offensive vegetation is removed within five (5) days after the date of service of the notice, the City will proceed to remove the offensive vegetation and assess the costs against the owner. Notice is served by personally delivering the notice to the owner, agent or occupant, by leaving the notice with any adult resident at the location where the offense exists, or by mailing the notice to the owner, agent or occupant by certified mail, return receipt.

151.10 REMOVAL BY CITY; ASSESSMENT.

If the notice provided in Section 151.09 is not complied with, it shall be the duty of the Zoning Enforcing Officer to cause the offensive vegetation to be cut or otherwise destroyed. The Zoning Enforcing Officer shall make an itemized report to the Council of all work done, which report shall state the amount of expense incurred for each lot or parcel of ground; the number and description of each lot or parcel of ground upon which work has been done and the name of the owner, agent or occupant, if known, of each such parcel of land. The report shall be considered and acted upon as similar reports are acted upon when special assessments are to be made.

151.11 DUTY TO PAY.

It shall be the duty of the person against whose lot or parcel of land such assessment is made to pay to the City Clerk the amount of each assessment with ten percent (10%) interest thereon from date of the levy of the assessment, and in case such assessment or assessments remain unpaid by November 1 of each year, they shall be certified by the Clerk to the County Treasurer, and shall be paid to and collected by the County Treasurer as ordinary taxes.

151.12 ALTERNATIVE REMEDY.

In addition to or in lieu of the remedy provided by this chapter, the Zoning Enforcement Officer may enforce these provisions by issuing the offender a municipal infraction.



General Information

A. Concept

Trees along our streets, in our parks, in other public spaces, and on private property provide a wide range of benefits. They improve the air we breathe, beautify the environment, reduce energy consumption, and make communities more pleasant places to live and work. A street tree is any tree with a trunk located 50% or more within the land lying between property lines on either side of public streets, boulevards, and alleys, including public easements. With narrower rights-of-way and the increasing use of underground utilities, the available space within a public right-of-way to plant trees is diminishing. Consideration should be given to placement of trees outside of the public right-of-way on private property, which will still maintain the aesthetic and environmental advantages of trees. In addition, the placement outside of the public right-of-way will prevent future complications of sight distance, utility conflicts, and construction conflicts.

If trees are placed in the public right-of-way, the principal considerations in design of the placement of street trees are their relation to horizontal and vertical clear zones. No street tree should be placed in the horizontal clear zone or triangular sight distance as described in [Chapter 5](#). The minimum vertical clearance for mature trees should be 14 feet above the street grade, 10 feet above recreational trails, and 8 feet above sidewalks. Special considerations must be given to clearances to overhead utility lines, driveways, traffic signs, and underground utilities. Permits may be required prior to planting.

B. Conditions

1. Design Standards:

- a. SUDAS Design Manual
- b. Recognized design publications for street trees
- c. In case of a conflict between the above design standards, the Jurisdictional Engineer should be contacted for clarification

2. Construction Standards: Use the most recent edition of the SUDAS Standard Specifications together with the latest contract supplementary information.

3. Project Submittals: If street trees are allowed by the Jurisdiction and if project submittals are required, a street tree planting layout showing the quantity, species/cultivar, and location of all trees must be submitted for review. This plan is to be approved by the Jurisdiction prior to the tree planting and a permit issued if the proposed trees are within the public right-of-way.

4. **Ownership:** If the tree is located in the public right-of-way or publicly owned property, Section 364.12 of the Iowa Code requires the Jurisdiction to remove deadwood or diseased trees. If the street tree(s) are located outside of public property or right-of-way, the responsibility and ownership is that of the landowner.
5. **Establishment and Warranty Periods:** The establishment period is 1 year after the installation has been accepted by the Engineer. Care and maintenance of all plants will be the responsibility of the Contractor during that time. The Engineer has the option to include an additional year, which is called the warranty period. If specified, the warranty period begins immediately after the establishment period and continues for another year. Check with the Jurisdiction for their requirements.

ORDINANCE NO. 1047 (2023/2024)

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2006, BY AMENDING PROVISIONS PERTAINING TO SEWER USER CHARGES (CHAPTER 99)

BE IT ENACTED by the City Council of the City of Nevada, Iowa:

SECTION 1. SECTION MODIFIED. Chapter 99 (Sewer Use Charges), Section 99.06 (User Charges), No. 3. Sewer Construction, of the Code of Ordinances of the City of Nevada, Iowa, 2006, is amended to read as follows:

99.06 USER CHARGES.

3. Sewer Construction. In addition to the above two charges, each user shall be assessed an additional charge per month for payment of reasonable and necessary improvements.

Metering Reading Date	Monthly Construction Fee
March, 2022	\$5.00
December, 2022	\$8.00
June, 2024	\$53.00

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law. **Rates will begin with the June 2024 meter readings and customers July 2024 billing.**

Passed and approved first reading by the Nevada City Council this 23rd day of October, 2023.

Passed and approved second reading by Nevada City Council this _ day of _, 202_.

Passed and approved third reading by the Nevada City Council this _ day of _, 202_.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk