

COPY



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, APRIL 22, 2024 – 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, April 22, 2024***

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 April 8, 2024
 - B. Approve Payment of Cash Disbursements, including Check Numbers 83647-83720 and Electronic Numbers 1599-1607 (Inclusive) Totaling \$823,355.65 (See attached list)
 - C. Approve Financial Reports for Month of March, 2024
 - D. Schedule Public Hearing for Fiscal Year 2023/2024 Budget Amendment #2 for May 13, 2024 and Authorize Publication
 - E. Accept Easements for the 2024 Street Improvement Project, H & I Avenues
 - F. Approve Request for Amendment to Catalyst Grant – 22-CTBF-018
 - G. Recommendation for Permanent Firefighter Status – Michael Tinta

- 79103
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. Proclamation for National Volunteer Week
- B. Proclamation for Economic Development Week
- C. Swearing in of Permanent Firefighter Michael Tinta swearing

6. **OLD BUSINESS**

- A. Harrington Park (Project C), SRF Sponsored Project
 - 1. Consideration of Bids
 - 2. Resolution No. 076 (2023/2024): A Resolution to award the contract for the Harrington Park (Project C) SRF Sponsored Project
- B. Discussion and Appropriate Follow up on Pizza Pie-Looza
 - 1. Request for a waiver on the restriction of Alcohol on Lincoln Jefferson Highways Heritage Park by the Nevada Jaycees
 - 2. Approve 5-Day Special Class "C" Retail Alcohol License to NEVADA JAYCEES, d/b/a Nevada Jaycees, location 1209 6th Street, May 9, 2024 through May 13, 2024
- C. Oak Park Estates
 - 1. Resolution No. 077 (2023/2024): A Resolution Accepting Public Improvements in Oak Park Subdivision
 - 2. Resolution No. 078 (2023/2024): A Resolution Approving Final Subdivision Plat of Oak Park Estates, First Addition, City of Nevada, Story County, Iowa and accepting the dedication of certain lands for street purposes and various easements
- D. WWTF Improvements- Phase 4 Project
 - 1. Approve Pay Request No. 17 in the amount of \$223,532.81
 - 2. Resolution No. 079 (2023/2024): A Resolution accepting the WWTF Improvements-Phase 4 as Substantially Complete
 - 3. Approve Pay Request No. 18 in the amount of \$374,918.47
- E. Nevada Field House
 - 1. Approve Pay Request No. 20 from HPC, LLC in the amount of \$27,821.70
 - 2. Approve Progress Billing Invoice #2 from H2I Group for Gym Equipment in the amount of \$25,742.00
 - 3. Approve Progress Billing Invoice #3 from H2I Group for Gym Equipment in the amount of \$6,200.00
 - 4. Approve Change Order No. 1 in the amount of \$4,241.00
- F. Ordinance No. 1053 (2023/2024): An Ordinance amending the zoning map of the City of Nevada, Iowa, by rezoning the property at 2000 5th Street from "AR" (Agricultural-Residential Dwelling) District, to a "R-2" (Single- and Two-Family Dwelling) District, third and final reading

7. NEW BUSINESS

A. Camelot Theater Foundation

1. Approve 5-Day Class C Retail Alcohol License to CAMELOT THEATER FOUNDATION, d/b/a Camelot Theater Foundation, location 1114 6th Street, effective May 3, 2024 through May 7, 2024
2. Approve Reimbursement #1 Request for the Camelot Theater's Downtown Housing Program Grant through IEDA, Award No. 22-ARPDH-040
3. Resolution No. 080 (2023/2024): A Resolution Approving Agreement for Covenants and Restrictions (Downtown Housing Grant Program) between the City of Nevada, IA and Camelot Theater Foundation

B. Resolution No. 081 (2023/2024): A Resolution authorizing Salary Increases for Non-Union Employees For Fiscal Years 24/25, 25/26, and 26/27, Effective July 1, 2024

C. Resolution No. 082 (2023/2024): A Resolution to provide for a notice of hearing on proposed plans, specifications, forms of contract and estimate of cost for the 19th Street Trail Project and the taking of bids therefor

D. Ordinance No. 1054 (2023/2024): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sanitary Sewer System (Chapter 95), Building Sewers and Connections (Chapter 96), use of Public Sewers (Chapter 97), and on-site Wastewater Systems (Chapter 98), first reading

E. Ordinance No. 1055 (2023/2024): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sewer use Charges (Chapter 99), first reading

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

9. ADJOURN

The agenda was posted on the official bulletin board on April 18, 2024, 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, APRIL 22, 2024 – 6:00 P.M.**

6. OLD BUSINESS

- A. Harrington Park (Project C), SRF Sponsored Project
1. Consideration of Bids
 2. Resolution No. 076 (2023/2024): A Resolution to award the contract for the Harrington Park (Project C) SRF Sponsored Project
Enclosed you shall find the bid sheet from the engineer and the resolution awarding the contract for the project
- B. Discussion and Appropriate Follow up on Pizza Pie-Looza
1. Request for a waiver on the restriction of Alcohol on Lincoln Jefferson Highways Heritage Park by the Nevada Jaycees
 2. Approve 5-Day Special Class "C" Retail Alcohol License to NEVADA JAYCEES, d/b/a Nevada Jaycees, location 1209 6th Street, May 9, 2024 through May 13, 2024
Enclosed you shall find the Jaycees application for a 5 day liquor license for the Pizza Pie Looza event on May 11, 2024
- C. Oak Park Estates
1. Resolution No. 077 (2023/2024): A Resolution Accepting Public Improvements in Oak Park Subdivision
 2. Resolution No. 078 (2023/2024): A Resolution Approving Final Subdivision Plat of Oak Park Estates, First Addition, City of Nevada, Story County, Iowa and accepting the dedication of certain lands for street purposes and various easements
Enclosed you shall find a resolution accepting improvements to the subdivision and a second resolution approving the final plat
- D. WWTF Improvements- Phase 4 Project
1. Approve Pay Request No. 17 in the amount of \$223,532.81
 2. Resolution No. 079 (2023/2024): A Resolution accepting the WWTF Improvements-Phase 4 as Substantially Complete
 3. Approve Pay Request No. 18 in the amount of \$374,918.47
Enclosed you shall find documents for WWTF Phase 4, including Pay App 17, the resolution accepting completion for phase 4, and Pay App 18 – the release of retainage; the engineer's recommendation for all items are included
- E. Nevada Field House
1. Approve Pay Request No. 20 from HPC, LLC in the amount of \$27,821.70
 2. Approve Progress Billing Invoice #2 from H2I Group for Gym Equipment in the amount of \$25,742.00
 3. Approve Progress Billing Invoice #3 from H2I Group for Gym Equipment in the amount of \$6,200.00

4. Approve Change Order No. 1 in the amount of \$4,241.00

Enclosed you shall find Pay App 20 from HPC, as well as two invoices and one change order from H2I Group for gym equipment

F. Ordinance No. 1053 (2023/2024): An Ordinance amending the zoning map of the City of Nevada, Iowa, by rezoning the property at 2000 5th Street from "AR" (Agricultural-Residential Dwelling) District, to a "R-2" (Single- and Two-Family Dwelling) District, third and final reading

Enclosed you shall find the rezoning ordinance for final approval

7. NEW BUSINESS

A. Camelot Theater Foundation

1. Approve 5-Day Class C Retail Alcohol License to CAMELOT THEATER FOUNDATION, d/b/a Camelot Theater Foundation, location 1114 6th Street, effective May 3, 2024 through May 7, 2024

2. Approve Reimbursement #1 Request for the Camelot Theater's Downtown Housing Program Grant through IEDA, Award No. 22-ARPDH-040

3. Resolution No. 080 (2023/2024): A Resolution Approving Agreement for Covenants and Restrictions (Downtown Housing Grant Program) between the City of Nevada, IA and Camelot Theater Foundation

Enclosed you shall find a 5-day liquor license application, a reimbursement request, and a resolution for the Camelot theater

B. Resolution No. 081 (2023/2024): A Resolution authorizing Salary Increases for Non-Union Employees For Fiscal Years 24/25, 25/26, and 26/27, Effective July 1, 2024

Enclosed you shall find the resolution regarding salary increases for non-union employees

C. Resolution No. 082 (2023/2024): A Resolution to provide for a notice of hearing on proposed plans, specifications, forms of contract and estimate of cost for the 19th Street Trail Project and the taking of bids therefor

Enclosed you shall find the resolution, and additional information regarding the 19th Street Trail Project

D. Ordinance No. 1054 (2023/2024): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sanitary Sewer System (Chapter 95), Building Sewers and Connections (Chapter 96), use of Public Sewers (Chapter 97), and on-site Wastewater Systems (Chapter 98), first reading

Enclosed you shall find the ordinance regarding the sanitary sewers

E. Ordinance No. 1055 (2023/2024): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sewer use Charges (Chapter 99), first reading

Enclosed you shall find the ordinance regarding sewer charges

NEVADA CITY COUNCIL - MONDAY, APRIL 8, 2024 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 Pro-Tem Sandy Ehrig, convened the meeting at 6:00 p.m. on Monday, April 8, 2024, 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: Melissa Muschick, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: Henry Corbin. Mayor Barker joined via Zoom. Henry Corbin arrived at 6:04 p.m.

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

Also in attendance were: Karen Selby, Andy Kelly, Emily Kruse, Chris deNeui, Mikayla Simpson, Jordyn, Landos, Kyle Nelson

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, Skaggs, Ehrig, Muschick. Nay: None. The Mayor Pro-Tem declared the motion carried.

4. PUBLIC HEARING(S)**A. Fiscal Year 2024/2025 Budget****1. Public Hearing –**

At 6:02 p.m. Mayor Pro-Tem Ehrig announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 28, 2024**. The public hearing is **regarding FY 24/25 Budget**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:02 p.m.

2. Resolution No. 067 (2023/2024): A Resolution Adopting the Fiscal Year 2024/2025 Annual Budget with FY2024/2025 Budget Transfers Worksheet

Motion by Steve Skaggs, seconded by Dane Nealson, to **adopt Resolution No. 067 (2023/2024)**. After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, Muschick. Nay: None. The Mayor Pro-Tem declared the motion carried.

B. Capital Improvements Plan Fiscal Year 2024/2025

1. Public Hearing –

At 6:03 p.m. Mayor Pro-Tem Ehrig announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 28, 2024**. The public hearing is **regarding Capital Improvements Plan FY 24/25**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:03 p.m.

2. Resolution No. 068 (2023/2024): A Resolution Adopting the Fiscal Year 2024/2025 Capital Improvements Program

Motion by Jason Sampson, seconded by Dane Neilson, to **adopt Resolution No. 068 (2023/2024)**. After due consideration and discussion the roll was called. Aye: Sampson, Neilson, Skaggs, Ehrig, Muschick. Nay: None. The Mayor Pro-Tem declared the motion carried.

Henry Corbin arrived at 6:04 p.m.

C. Harrington Park (Project C), SRF Sponsored Project

1. Public Hearing: Sandy Pumphrey, with HR Green, gave a brief informational presentation on the Harrington Park (Project C), SRF Sponsored Project

At 6:04 p.m. Mayor Pro-Tem Ehrig announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 28, 2024**. The public hearing is **regarding Harrington Park (Project C), SRF Sponsored Project**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:08 p.m.

2. Resolution No. 069 (2023/2024): A Resolution finally approving and confirming plans including Addendum 1, specifications, forms of contract and estimate of cost for the Harrington Park (Project C), SRF Sponsored Project

Motion by Dane Neilson, seconded by Steve Skaggs, to **adopt Resolution No. 069 (2023/2024)**. After due consideration and discussion the roll was called. Aye: Neilson, Skaggs, Ehrig, Muschick, Corbin, Sampson. Nay: None. The Mayor Pro-Tem declared the motion carried.

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

Motion by Dane Neilson, seconded by Henry Corbin, to **approve the following consent agenda items:**

- A. Approve Minutes of the Proposed Property Tax Levy Public Hearing held on March 25, 2024 at 6:00 p.m.
- B. Approve Minutes of the Regular Meeting held on March 25, 2024 at 6:15 p.m.

- C. Approve Payment of Cash Disbursements, including Check Numbers 83587-83646 and Electronic Numbers 1589-1598 (Inclusive) Totaling \$278,124.85 (See attached list) and the First Interstate Card Purchases for the April 19, 2024 Statement, total \$1,425.98
 - D. Approve Renewal of Class C Retail Alcohol License for Stohaker, LLC d/b/a/ Cubbies on Main, 1220 6th Street, Effective April 25, 2024
 - E. Probationary Firefighter Gabe Tedrow
 - F. Approve Tax Abatement: 211 7th Street, New roof/siding/gutters
 - G. Accept Easements for the 2024 Street Improvement Project, H & I Avenues
- After due consideration and discussion the roll was called. Aye: Nealson, Corbin, Sampson, Skaggs, Ehrig, Muschick. Nay: None. The Mayor Pro-Tem declared the motion carried.

6. PUBLIC FORUM

- A. Central Elementary School Principal Chris deNeui and Guidance Counselor Emily Kruse presented to Council about Parent-Child Interaction Therapy and how they have studied and incorporated the treatment into the Elementary School.
- B. Mayor Pro-Tem Ehrig proclaimed National Library Week as April 7-13, 2024

7. OLD BUSINESS

- A. Ordinance No. 1053 (2023/2024): An Ordinance amending the zoning map of the City of Nevada, Iowa, by rezoning the property at 2000 5th Street from "AR" (Agricultural-Residential Dwelling) District, to a "R-2" (Single- and Two-Family Dwelling) District, second reading

Motion by Jason Sampson, seconded by Steve Skaggs, to **approve Ordinance No. 1053 (2023/2024), second reading.** After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Muschick, Corbin, Nealson. Nay: None. The Mayor Pro-Tem declared the motion carried.

- B. WWTF Improvements-Phase 2, Contractor Williams Brothers Construction Inc. (WBCI)

- 1. Approve Pay Request No. 34 in the amount of \$206,414.74

Motion by Steve Skaggs, seconded by Henry Corbin, to **approve Pay Request No. 34 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc in the amount of \$206,414.74.** After due consideration and discussion the roll was called. Aye: Skaggs, Corbin, Nealson, Sampson, Ehrig, Muschick. Nay: None. The Mayor Pro-Tem declared the motion carried.

- 2. Approve Change Order No. 4 in the amount of \$16,136.00

Motion by Melissa Muschick, seconded by Steve Skaggs, to **approve Change Order No. 4 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc in the amount of \$16,136.00.** After due consideration and discussion the roll was called. Aye: Muschick, Skaggs, Ehrig, Corbin, Nealson, Sampson. Nay: None. The Mayor Pro-Tem declared the motion carried.

- C. Approve Pay Request No. 23 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$299,731.34

Motion by Jason Sampson, seconded by Dane Neelson, to **approve Pay Request No. 23 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$299,731.34.** After due consideration and discussion the roll was called. Aye: Sampson, Neelson, Skaggs, Ehrig, Muschick, Corbin. Nay: None. The Mayor Pro-Tem declared the motion carried.

- D. Approve Change Order No. 2 for WWTF Improvement-Phase 4 from OnTrack Construction, LLC in the amount of \$235,297.69

Motion by Steve Skaggs, seconded by Henry Corbin, to **approve Change Order No. 2 for WWTF Improvement-Phase 4 from OnTrack Construction, LLC in the amount of \$235,297.69.** After due consideration and discussion the roll was called. Aye: Skaggs, Corbin, Neelson, Sampson, Ehrig, Muschick. Nay: None. The Mayor Pro-Tem declared the motion carried.

- E. Approve 5 (five) Day Class C Retail Alcohol License for DOYUOBOWL2, LC d/b/a Sports Bowl, 1625 Fawcett Parkway, Effective May 8, 2024 through May 12, 2024 for Bags Tournament at Field House on May 10 & 11, 2024

Motion by Dane Neelson, seconded by Melissa Muschick, to **approve 5 (five) Day Class C Retail Alcohol License for DOYUOBOWL2, LC d/b/a Sports Bowl, 1625 Fawcett Parkway, Effective May 8, 2024 through May 12, 2024 for Bags Tournament at Field House on May 10 & 11, 2024.** After due consideration and discussion the roll was called. Aye: Neelson, Muschick, Corbin, Skaggs, Ehrig. Nay: None. Abstain: Sampson. The Mayor Pro-Tem declared the motion carried.

- F. Resolution No. 070 (2023/2024): A Resolution Approving Nevada Main Street Design Guidelines to Enhance Downtown District

Motion by Jason Sampson, seconded by Dane Neelson, to **adopt Resolution No. 070 (2023/2024).** After due consideration and discussion the roll was called. Aye: Sampson, Neelson, Skaggs, Ehrig, Muschick, Corbin. Nay: None. The Mayor Pro-Tem declared the motion carried.

- G. Resolution No. 071 (2023/2024): A Resolution approving the Federal-aid Agreement for a City Highway Bridge Program Project, No. BROS-5405(613)—8J-85 with the Iowa Department of Transportation and the City of Nevada, Iowa

Motion by Jason Sampson, seconded by Dane Neelson, to **adopt Resolution No. 071 (2023/2024).** After due consideration and discussion the roll was called. Aye: Sampson, Neelson, Skaggs, Ehrig, Muschick, Corbin. Nay: None. The Mayor Pro-Tem declared the motion carried.

- H. Resolution No. 072 (2023/2024): A Resolution Accepting Minor Subdivision for Sunsets on 5th, Nevada, Story County, Iowa

Motion by Steve Skaggs, seconded by Melissa Muschick, to **adopt Resolution No. 072 (2023/2024).** After due consideration and discussion the roll was called. Aye: Skaggs, Muschick, Corbin, Neelson, Sampson, Ehrig. Nay: None. The Mayor Pro-Tem declared the motion carried.

- I. Approve Amendment to Master Agreement with HR Green, Inc., for Municipal Engineering Services for US 30/580th Avenue Well Water Main Relocation, Construction Phase Services not to exceed \$140,000

Motion by Dane Neelson, seconded by Steve Skaggs, to **approve Amendment to Master Agreement with HR Green, Inc., for Municipal Engineering Services for US 30/580th Avenue Well Water Main Relocation, Construction Phase Services not to exceed \$140,000.** After due consideration and discussion the roll was called. Aye: Neelson, Skaggs, Ehrig, Muschick, Corbin, Sampson. Nay: None. The Mayor Pro-Tem declared the motion carried.

- J. Approve Change Order No. 3 for the Field House from HPC LLC in the amount of \$29,286.00

Motion by Jason Sampson, seconded by Henry Corbin, to **approve Change Order No. 3 for the Field House from HPC LLC in the amount of \$29,286.00.** After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Neelson, Skaggs, Ehrig, Muschick. Nay: None. The Mayor Pro-Tem declared the motion carried.

8. NEW BUSINESS

- A. Resolution No. 073 (2023/2024): A Resolution Amending and Approving the Fee Appendix to the City Code

Motion by Jason Sampson, seconded by Dane Neelson, to **adopt Resolution No. 073 (2023/2024).** After due consideration and discussion the roll was called. Aye: Sampson, Neelson, Skaggs, Ehrig, Muschick, Corbin. Nay: None. The Mayor Pro-Tem declared the motion carried.

- B. Resolution No. 074 (2023/2024): A Resolution authorizing the Relocation of a Street Light on 6th Street due to poor positioning now that construction is complete

Motion by Henry Corbin, seconded by Melissa Muschick, to **adopt Resolution No. 074 (2023/2024).** After due consideration and discussion the roll was called. Aye: Corbin, Muschick, Neelson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor Pro-Tem declared the motion carried.

- C. Resolution No. 075 (2023/2024): A Resolution Accepting Minor Subdivision for MARTIN'S 3RD ADDITION, Nevada, Story County, Iowa

Motion by Steve Skaggs, seconded by Dane Neelson, to **adopt Resolution No. 075 (2023/2024).** After due consideration and discussion the roll was called. Aye: Skaggs, Neelson, Sampson, Ehrig, Muschick, Corbin. Nay: None. The Mayor Pro-Tem declared the motion carried.

- D. Approve Well Field Cash Rent for Purposes to Bale Hay

Motion by Jason Sampson, seconded by Melissa Muschick, to **approve a three (3) year contract with Jamie Courtney for Purposes to Bale Hay at the Well Field in the amount of \$100.00/acre @ 60 acres = \$6000.00/year.** After due consideration and

discussion the roll was called. Aye: Sampson, Muschick, Corbin, Neelson, Skaggs, Ehrig. Nay: None. The Mayor Pro-Tem declared the motion carried.

E. Approve Upgrade in Software and Hardware for Body Worn Camera (BWC)

Motion by Melissa Muschick, seconded by Dane Neelson, to approve purchase of video software (names EL5), 14 V700 body worn cameras from Motorola, and all associated equipment needed to make the system operational for a total of \$40,871.20 (initial year: \$27,829.25; year 2-5: \$3,260.49 annually). After due consideration and discussion the roll was called. Aye: Muschick, Neelson, Sampson, Skaggs, Ehrig, Corbin. Nay: None. The Mayor Pro-Tem declared the motion carried.

9. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Neelson, seconded by Jason Sampson, to adjourn the meeting. Following voice vote, the Mayor Pro-Tem declared the motion carried at 6:52 p.m. the meeting adjourned.

Sandy Ehrig, Mayor Pro-Tem

ATTEST:

Kerin Wright, City Clerk

Published: _____
Council Approved: _____

CITY OF NEVADA
 CLAIMS REPORT FOR APRIL 22, 2024 MEETING
 4/9/24 THRU 4/22/24

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2023 PMTS	347.04	1599
ALLIANT	WTR/STS/CEM-UTILITIES	4,417.88	83647
VERIZON	WTR/WWT/LIB-SVCS	280.07	83648
WINDSTREAM	CH/SC-FIRE PANEL/PHONE	246.60	83649
SAMS CLUB	FH-SUPPLIES	113.54	83650
WILLIAMS BRO CONST	WWT PH2-PR34	206,414.74	83651
FIRSTNET	PD-CAR COMPUTERS	371.43	83652
BOOMERANG	WWTF-PH3-PR#23	299,731.34	83653
METRONET	ALL-INTERNET SVCS	292.20	83654
DAKOTA SUPPLY	WTR-PAINT	138.00	83655
BAKER & TAYLOR	LIB-MATERIALS	1,034.39	83660
DEMCO INC	LIB-BOOK JACKET/LAMINATE/LABELS	409.12	83661
JOHN DEERE FIN	STS/WTR SUPPLIES	181.90	83662
NORTHWAY WELL & PUMP	WTR-WELL 5 REHAB	48,174.00	83663
CENGAGE	LIB-MATERIALS	265.10	83664
RIVISTAS	LIB-SUBSCRIPTIONS	3,318.15	83665
MENARDS	PKM-CLAMP/LINK	17.80	83666
STEPHENSON, LORI	LIB-REFUND	32.00	83667
MIDWEST TAPE	LIB-DIGITAL	733.42	83668
AMAZON CAPITAL SVCS	LIB-SUPPLIES	835.14	83669
SWEET & SAVORY	LIB-SUPPLIES	60.00	83670
GROVER, TIM	MIDWEST AUTHOR SERIES	50.00	83671
WAGeworks	FSA 2023 PMTS	234.07	1601
FIRST INTERSTATE BANK	ALL-SUPPLIES	1,425.98	1600
IPERS	IPERS	35,118.86	1602
TREASURER STATE OF IA	STATE TAXES	7,749.56	1603
EFTPS	FED/FICA TAX	24,775.20	1604
HUTTON, RYAN	HSA	302.08	1605
SYDNES, KELLAN	HSA	50.00	1606
CORNISH, DEVIN	HSA	50.00	1607
AMER'N FAMILY LIFE	AFLAC	793.71	83674
MISSION SQUARE	DEFERRED COMP	707.50	83675
COLLECTION SVCS CTR	CHILD SUPPORT	305.71	83676
RELIANCE STANDARD	RELIANCE	756.50	83677
FAREWAY	WWT-SUPPLIES	33.38	83678
HAWKINS	WTR-AZONE/LPC31	8,789.78	83679
KEY COOP	WTR-DIESEL	1,436.76	83680
NEVADA VET CLINIC	PD-ANIMAL CONTROL	160.60	83681
VAN WALL EQUIP	CEM-TRIMMER LINE	92.99	83682
NEVADA POSTMASTER	WTR/WWT-PERMIT#2 1ST CLASS	320.00	83683
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,117.00	83684
CAPITAL SANI SUPPLY	PKM-SUPPLIES	444.76	83685
ARNOLDS	STS/WWT-#8 EXHAUST RPR/CLAMP/GLOVES	63.18	83686
STORY CO TREASURER	PD/WTR/WWT-FY24 QTR4	11,582.06	83687
GANNETT IA LOCALIQ	PUBLIC NOTICES	850.63	83688
GOOD AND QUICK	STS-DIESEL/TIRE RPR	101.29	83689
CAPITAL ONE TRADE CREDIT	STS-ADVANT MEMB	39.99	83690
O'HALLORAN INT	STS-DEF	265.84	83691
NEVADA HARDWARE	ALL-SUPPLIES	583.97	83692
STAPLES ADVANTAGE	CA/ADM/PZ-BACKUPS/PENCIL	98.58	83693
ROUSE, DONALD	ADM-SHIRTS ROUSE	100.00	83694

WINDSTREAM CORP	PD/LIB-PHONES	163.01	83695
CONSUMERS ENERGY	ALL-UTILITIES	8,066.59	83696
INTERSTATE ALL BATTERY	FD-BATTERIES	19.85	83697
HR GREEN, INC	ENGINEERING	4,764.00	83698
SIRCHIE ACQUISITION CO	STS-EVIDENCE BAGS	44.50	83699
BRICK GENTRY PC	ALL-LEGAL	11,523.75	83700
ZIMCO	PKM-FERTILIZER	1,840.00	83701
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 5/2024	500.88	83702
NUCARA PHARMACY	EMS-MEDICAL SUPPLIES	189.14	83703
HPC LLC	FH-DOORS INC INV#346137	440.00	83704
PETERSEN MFG	PKM-BENCH/PLAQUE	997.75	83705
QUADIANT	ALL-POSTAGE	1,000.00	83706
BEATY, RAY	EMS-TRNG	70.00	83707
WEX BANK	STS/CEM-GAS	717.77	83708
ALLIED SYSTEMS	WWT-PUMP RPR	11,602.70	83709
DOG WASTE DEPOT	PKM-DOG WASTE BAGS	311.08	83710
TURF AND POND TIME	PKM-MARCH POND TREATMENTS	320.00	83711
RMH ARCH	FH-FINAL	2,920.00	83712
SKYLINE SALT SOL	STS-SALT	2,001.20	83713
WHKS & CO.	HMA OVERLAY F&G AVE	20,608.71	83714
DECKER SPORTING GOODS	REC-BBALLS/SBALLS/SCORBOOKS	2,323.00	83715
IA FIRE MARSHALS ASSOC	FD-MEMB DUES	100.00	83716
PBS VENDING	PKM-COOLERS/GLIDE BOXES	3,585.00	83717
STORY CO TRUCK & AUTO	CEM-15 CHEV 2500HD RPR	855.00	83718
STORY CO ANIMAL CONTROL	PD-ANIMAL CONTROL	45.50	83719
CONCRETE POLYFIX	STS-CONCRETE RPR	1,030.00	83720
	Refund Checks Total	79.71	
	WATER	41.76	
	WATER DEPOSITS	37.95	
	Accounts Payable Total	742,853.27	
	WATER	41.76	
	WATER DEPOSITS	37.95	
	Refund Checks Total	79.71	
	Payroll Checks	80,422.67	
	***** REPORT TOTAL *****	823,355.65	
	GENERAL	122,183.19	
	ROAD USE TAX	18,714.70	
	LOCAL OPTION SALES TAX	10,423.20	
	LIBRARY TRUST	31.46	
	NORTH STORY BASEBALL	1,736.00	
	PARK OPEN SPACE	997.75	
	DANIELSON TRUST	1,109.28	
	SC/FIELDHOUSE	2,920.00	
	2024HMA OVERLAY F&G	20,608.71	
	WATER	45,620.43	
	WATER DEPOSITS	37.95	
	WATER CAPITAL REVOLVING	48,174.00	
	JORDAN WELL	1,771.75	
	SEWER	24,670.29	
	SEWER CAP IMP PROJECT	506,146.08	
	SEWER EQUIP REVOLVING	11,002.50	
	SRF SPONSORED PROJECT	2,992.25	
	REVOLVING FUND	3,635.00	
	FLEX BENEFIT REVOLVING	581.11	
	TOTAL FUNDS	823,355.65	

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CITY OF NEVADA
 BALANCE SHEET
 CALENDAR 3/2024, FISCAL 9/2024

Item # 40
 Date: 4-22-24

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	185,781.94-	4,528,027.95
002-000-1110	CASH-HOTEL/MOTEL	42.65	11,394.80
110-000-1110	CASH-ROAD USE TAX	18,357.96	2,631,512.41
112-000-1110	CASH-EMPLOYEE BENEFITS	15,100.69	396,986.69
113-000-1110	CASH-RUT CAPITAL	435.62-	271,665.41
119-000-1110	CASH-EMERGENCY FUND	1,867.66	47,813.23
121-000-1110	CASH-LOCAL OPTION TAX	94,523.86	1,500,569.46
125-000-1110	CASH-TIF	15,025.30	1,758,187.56
126-000-1110	CASH-LMI SUBFUND		258,249.53
160-000-1110	CASH-ED,PASS THRU FUNDS	100,000.00	100,000.00
167-000-1111	RESERVE-WELLS	7.13	1,905.26
167-000-1113	RESERVE-ZWILLING	.45	119.80
167-000-1114	RESERVE-ALBERRY	4.08	1,090.10
168-000-1118	RESERVE-UNDESIGNATED	.91	243.13
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	106.18	28,367.42
169-000-1110	CASH-LIBRARY TRUST	911.28	4,741.06
171-000-1110	CASH-FIRE TRUST	70.04	18,711.70
172-000-1110	CASH-SCORE UNDESIGNATED	22.83	6,100.04
173-000-1110	CASH-SCORE O&M	1.06	283.41
174-000-1110	CASH-NORTH STORY BASEBALL	15.60	4,168.84
175-000-1110	CASH-SENIOR COMM CENTER	39.40	10,526.30
176-000-1110	CASH-GH PIANO	76.28	20,379.65
177-000-1110	CASH-POLICE FOREITURE	48.91	13,066.85
179-000-1122	RESERVE-GRNBLT MAP 2005	14.47	3,866.72
179-000-1124	RESERVE-ST CO TRAIL	3.50	935.81
179-000-1127	RESERVE-UNRESTRICTED	1,050.91	37,249.25
179-000-1128	RESERVE-SCORE SCOREBOAR	18.45	4,929.65
179-000-1130	RESERVE-LANDSCAPING	44.82	6,974.12
179-000-1131	RESERVE-FIELD MAINT	1,535.55	37,547.90
179-000-1132	RESERVE-LEW HANSEN SUB	5.67	1,515.17
179-000-1133	RESERVE-87 SOUTHWOOD	30.52	8,153.18
179-000-1134	RESERVE-MARDEAN PARK	3.62	967.65
179-000-1135	RESERVE-WILSON POND DONATIONS	2.99	799.70
179-000-1137	P&R BRINKMAN MEMORIAL	10.05	2,684.63
180-000-1110	CASH-COLUMBARIAN MAINT	81.35	5,702.72
181-000-1110	CASH-TRAIL MAINTENANCE	202.27	54,036.35
182-000-1110	CASH-DANIELSON/OTHERTRU	1,868.19-	239,874.20
183-000-1110	CASH-LIB BLDG TRUST	.78	209.69
184-000-1110	CASH-TREES FOREVER	18.31	4,891.21
185-000-1110	CASH-4TH OF JULY	35.43	9,466.04
186-000-1110	CASH-COMM BAND	5.48	1,465.03
200-000-1110	CASH-DEBT SERVICE	21,608.40	1,007,081.40
301-000-1110	CASH-CITY HALL/PUBLIC S	2.36	629.29
302-000-1110	CASH-LIBRARY BLDG	387.69	103,574.08
304-000-1110	CASH-SC/FIELDHOUSE	78,772.69-	87,889.74-
306-000-1110	CASH-SPLASHPAD	1,536.51	410,486.09
307-000-1110	CASH-SIDEWALKIMPROVEMEN	539.03	144,004.14
309-000-1110	CASH-2024 STS CIP PROJECTS		174,661.20-
310-000-1110	CASH-2021STS PROJ 11TH/S14		1,878,819.71-
311-000-1110	CASH-2019 CIP WORK	6,179.86	1,650,979.02
314-000-1110	CASH-2024 BRIDGE RPRS	3,890.00-	11,670.00-

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
315-000-1110	CASH-CBD DOWNTOWN IMPR		76,690.78-
318-000-1110	CASH-2024HMA OVERLAY F&G	31,247.53-	44,811.61-
321-000-1110	CASH-TRAIL CIP PROJECTS	5,490.07	478,662.04
322-000-1110	CASH-ARP FUNDS	3,995.55	1,067,430.49
500-000-1110	CASH-PERPETUAL CARE	590.00	175,481.58
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	150,852.20	4,320,153.77
601-000-1110	CASH-WATER DEPOSITS	198.85	88,752.17
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	6,757.30	1,805,245.67
605-000-1110	CASH-WATER 2012C-BOND		645,191.73
607-000-1110	CASH-WTR CAPITAL REVOLV	11,853.88-	65,907.76-
608-000-1110	CASH-JORDAN WELL PROJ		214,810.80-
609-000-1110	CASH-WTR CAPITAL PROJECTS		42,248.30-
610-000-1110	CASH-WASTEWATER O&M	218,013.53	3,787,055.04
611-000-1110	CASH-SEWER REVOLVING	5,274.38	1,409,074.44
615-000-1110	CASH-SEWER CONSTRUCTION	37,441.34	3,936,550.99
616-000-1110	CASH-WWT CIP	1,645.91-	873,222.40-
617-000-1110	CASH-WWT CAPITAL	1,457.15	389,283.32
618-000-1110	CASH-SRF SPONSORED PROJECT	15,113.84-	689,916.90-
670-000-1110	CASH-GARBAGE UTILITY	6,018.42	13,390.33-
740-000-1110	CASH-STORM WATER UTILIT	19,398.24	1,166,437.69
810-000-1139	RESERVE-PARK & RECREATI	2,549.49-	127,033.93
810-000-1140	RESERVE-LIBRARY	9,880.68-	50,280.88
810-000-1141	RESERVE-CEMETERY	463.55	123,839.35
810-000-1142	RESERVE-FINANCE	2,927.31-	315,237.74
810-000-1143	RESERVE-FIRE	5,494.50	791,288.16
810-000-1144	RESERVE-POLICE	4,800.61-	187,896.30
810-000-1146	RESERVE-PLANNING & ZONI	178.92	47,799.16
810-000-1147	RESERVE-FIELD HOUSE	296.98	79,338.29
810-000-1148	RESERVE-TECHNOLOGY	154.67	41,321.07
812-000-1110	CASH-FLEXIBLE BENEFITS	1,001.73-	42,513.65
813-000-1110	CASH-HEALTH INS/SELF FUND	3,864.01	55,124.80
830-000-1110	CASH-SICK & VACATION	1,241.19	331,590.96
	CASH TOTAL	394,951.72	32,645,677.33
001-000-1120	PETTY CASH - LIBRARY		75.00
001-000-1123	PETTY CASH - POOL		1,000.00
600-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	1,675.00
182-000-1168	COUNTY FOUNDATION INVES		88,987.67
	SAVINGS TOTAL	.00	88,987.67
	TOTAL CASH	394,951.72	32,736,340.00

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CITY OF NEVADA
BALANCE SHEET
CALENDAR 3/2024, FISCAL 9/2024

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ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
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CITY OF NEVADA
 BUDGET REPORT
 CALENDAR 3/2024, FISCAL 9/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD 75.0%		UNEXPENDED
				YTD BALANCE	PERCENT EXPENDED	
	POLICE TOTAL	1,336,821.00	85,280.54	1,026,851.42	76.81	309,969.58
	POLICE-OFFICE TOTAL	139,125.00	9,761.49	94,674.15	68.05	44,450.85
	EMERGENCY MANAGEMENT TOTAL	1,320.00	86.00	794.28	60.17	525.72
	FLOOD CONTROL TOTAL	27,600.00	574.97	4,285.62	15.53	23,314.38
	FIRE TOTAL	277,027.00	10,656.71	211,723.50	76.43	65,303.50
	AMBULANCE TOTAL	14,871.00	439.98	35,961.28	241.82	21,090.28-
	BUILDING INSPECTIONS TOTAL	61,004.00	3,607.61	36,731.06	60.21	24,272.94
	ANIMAL CONTROL TOTAL	4,500.00	227.90	3,434.30	76.32	1,065.70
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	171.00	620.80	41.39	879.20
	PUBLIC SAFETY TOTAL	1,863,768.00	110,806.20	1,415,076.41	75.93	448,691.59
	ROADS, BRIDGES, SIDEWALKS TOTA	1,131,149.00	44,567.15	891,213.61	78.79	239,935.39
	STREET LIGHTING TOTAL	137,000.00	9,054.19	86,000.51	62.77	50,999.49
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	6.15	1.23	493.85
	PAVEMENT MARKINGS TOTAL	15,000.00	.00	6,637.25	44.25	8,362.75
	SNOW REMOVAL TOTAL	82,275.00	.00	37,083.20	45.07	45,191.80
	TREES & WEEDS TOTAL	50,000.00	.00	57,834.27	115.67	7,834.27-
	PUBLIC WORKS TOTAL	1,415,924.00	53,621.34	1,078,774.99	76.19	337,149.01
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	50.00	170.00	1.31	12,830.00
	OTHER HEALTH/SOCIAL SERV TOTA	40,000.00	.00	39,585.71	98.96	414.29
	HEALTH & SOCIAL SERVICES TOTA	53,000.00	50.00	39,755.71	75.01	13,244.29
	LIBRARY TOTAL	515,992.00	48,047.38	373,106.96	72.31	142,885.04
	LIBRARY-DONATED TOTAL	34,650.00	2,981.20	21,256.82	61.35	13,393.18
	LIBRARY-STATE INFRASTRUCT TOTA	23,500.00	177.67	9,204.16	39.17	14,295.84
	MUSEUM/BAND/THEATRE TOTAL	1,500.00	.00	1,075.38	71.69	424.62
	PARKS TOTAL	130,626.00	10,378.47	112,390.48	86.04	18,235.52
	PARK MAINTENANCE TOTAL	356,920.00	16,039.62	322,629.32	90.39	34,290.68
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	.00	10,379.26	51.90	9,620.74
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	484.85	3.23	14,515.15
	FOUR-PLEX COMPLEX TOTAL	49,617.00	157.16	13,940.52	28.10	35,676.48
	POOL TOTAL	269,014.00	5,911.39	196,836.96	73.17	72,177.04
	RECREATION TOTAL	5,103.00	5,818.05	60,220.57	1,180.10	55,117.57-
	ADULT SOFTBALL TOTAL	1,819.00	.00	105.00	5.77	1,714.00
	COMMUNITY HEALTH/WEELLNESS TOTA	1,200.00	645.92	807.40	67.28	392.60
	SENIOR ACTIVITY TOTAL	3,500.00	.00	4,295.58	122.73	795.58-
	CEMETERY TOTAL	179,125.00	8,530.62	144,829.34	80.85	34,295.66
	FIELD HOUSE TOTAL	292,622.00	20,415.91	113,341.28	38.73	179,280.72
	SENIOR COMMUNITY CENTER TOTAL	7,807.00	344.77	6,389.75	81.85	1,417.25
	FIELDHOUSE TOTAL	20,500.00	.00	.00	.00	20,500.00
	BASEBALL SOFTBALL TOTAL	41,646.00	4,282.57	6,580.74	15.80	35,065.26
	YOUTH BASKETBALL TOTAL	11,605.00	.00	11,456.86	98.72	148.14
	VOLLEYBALL TOTAL	2,749.00	22.99	1,868.06	67.95	880.94
	FLAG FOOTBALL TOTAL	6,395.00	322.95	5,527.41	86.43	867.59

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	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	456.43	5,778.42	115.57	778.42-
	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	124,533.10	1,427,415.12	71.14	579,022.88
	ECONOMIC DEVELOPMENT TOTAL	568,003.00	1,422.48	173,212.88	30.50	394,790.12
	MAIN STREET NEVADA TOTAL	25,000.00	.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	65,000.00	.00	5,657.00	8.70	59,343.00
	PLANNING & ZONING TOTAL	262,082.00	3,662.71	101,749.06	38.82	160,332.94
	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	4,000.00	100.00	.00
	OTHER COMM & ECO DEV TOTAL	700.00	.00	.00	.00	700.00
	COMMUNITY & ECONOMIC DEV TOTA	934,085.00	5,085.19	284,618.94	30.47	649,466.06
	MAYOR/COUNCIL/CITY MGR TOTAL	12,790.00	588.26	12,334.96	96.44	455.04
	COUNCIL TOTAL	10,650.00	.00	364.36	3.42	10,285.64
	CITY ADMINISTRATOR TOTAL	55,450.00	2,768.22	31,116.40	56.12	24,333.60
	CLERK/TREASURER/ADM TOTAL	485,637.00	60,511.98	305,419.36	62.89	180,217.64
	ELECTIONS TOTAL	3,500.00	.00	2,642.94	75.51	857.06
	LEGAL SERVICES/ATTORNEY TOTAL	122,700.00	5,230.00	89,572.75	73.00	33,127.25
	CITY HALL/GENERAL BLDGS TOTAL	125,654.00	10,595.00	69,298.08	55.15	56,355.92
	TORT LIABILITY TOTAL	62,551.00	.00	58,707.00	93.85	3,844.00
	OTHER GENERAL GOVERNMENT TOTA	14,000.00	558.00	10,850.61	77.50	3,149.39
	GENERAL GOVERNMENT TOTAL	892,932.00	80,251.46	580,306.46	64.99	312,625.54
	CITYHALL/LIBRARY DEBT TOTAL	96,363.00	.00	3,181.25	3.30	93,181.75
	CBD PROJECT 8.9M TOTAL	178,550.00	.00	89,275.00	50.00	89,275.00
	2013 GO BOND TOTAL	.00	.00	14,250.00	.00	14,250.00-
	FIELD HOUSE TOTAL	961,882.00	.00	50,800.00	5.28	911,082.00
	DDCE WTR/WWT/STS DEBT TOTAL	673,500.00	.00	.00	.00	673,500.00
	DEBT SERVICE TOTAL	1,910,295.00	.00	157,506.25	8.25	1,752,788.75
	FLOOD CONTROL TOTAL	75,000.00	.00	.00	.00	75,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,217,200.00	35,137.53	1,514,009.27	68.28	703,190.73
	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	5,708.62	.00	5,708.62-
	FIELDHOUSE TOTAL	4,320,000.00	78,772.69	3,336,893.71	77.24	983,106.29

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

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CAPITAL PROJECTS TOTAL	6,847,200.00	113,910.22	4,862,071.10	71.01	1,985,128.90
	WTR 2012C BOND TOTAL	460,350.00	.00	15,175.00	3.30	445,175.00
	WWT DEBT TOTAL	1,363,200.00	.00	493,640.24	36.21	869,559.76
	WATER TOTAL	50,490.00	11,853.88	35,561.64	70.43	14,928.36
	WATER-PLANT/PUMPS TOTAL	1,010,062.00	54,083.61	834,627.75	82.63	175,434.25
	TOTAL	.00	.00	42,248.30	.00	42,248.30
	WATER-LINES-INST & O&M TOTAL	81,458.00	4,649.63	41,280.30	50.68	40,177.70
	WATER ACCOUNTING TOTAL	382,675.00	30,724.38	292,400.93	76.41	90,274.07
	WASTEWATER PLANT TOTAL	1,451,001.00	54,614.94	651,398.10	44.89	799,602.90
	WASTEWATER COLLECTION TOTAL	21,904,560.00	244,936.56	10,596,368.13	48.38	11,308,191.87
	WASTEWATER ACCOUNTING TOTAL	253,325.00	19,993.57	184,979.45	73.02	68,345.55
	LANDFILL/GARBAGE TOTAL	74,700.00	54.54	73,195.24	97.99	1,504.76
	STORM WATER TOTAL	70,900.00	74.61	27,030.84	38.13	43,869.16
	ENTERPRISE FUNDS TOTAL	27,102,721.00	420,985.72	13,287,905.92	49.03	13,814,815.08
	TRANSFERS IN/OUT TOTAL	6,569,463.00	.00	2,564,350.00	39.03	4,005,113.00
	TRANSFER OUT TOTAL	6,569,463.00	.00	2,564,350.00	39.03	4,005,113.00
	TOTAL EXPENSES	49,595,826.00	909,243.23	25,697,780.90	51.81	23,898,045.10

CITY OF NEVADA
 REVENUE REPORT
 CALENDAR 3/2024, FISCAL
 BUDGET
 ESTIMATE

9/2024
 MTD
 BALANCE

PCT OF FISCAL YTD
 YTD PERCENT
 BALANCE RECVD

75.0%

UNCOLLECTED

ACCOUNT NUMBER

ACCOUNT TITLE

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 3/2024, FISCAL BUDGET ESTIMATE	9/2024 MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	FISCAL YTD PERCENT RECVD	75.0% UNCOLLECTED
	GENERAL TOTAL	4,156,643.00	105,135.84	2,280,900.62	54.87	1,875,742.38
	HOTEL MOTEL TOTAL	4,100.00	42.65	4,302.05	104.93	202.05-
	ROAD USE TAX TOTAL	1,016,901.00	66,439.88	777,094.34	76.42	239,806.66
	EMPLOYEE BENEFITS TOTAL	633,163.00	15,100.69	382,912.94	60.48	250,250.06
	RUT CAPITAL TOTAL	303,000.00	1,016.88	314,668.68	103.85	11,668.68-
	EMERGENCY FUND TOTAL	78,467.00	1,867.66	47,477.62	60.51	30,989.38
	LOCAL OPTION SALES TAX TOTAL	1,020,000.00	102,554.97	1,077,932.26	105.68	57,932.26-
	TAX INCREMENT FINANCING TOTAL	588,552.00	15,025.30	400,527.43	68.05	188,024.57
	LMI-SUBFUND TOTAL	80,786.00	.00	.00	.00	80,786.00
	ECONOMIC DEVELOPMENT TOTAL	.00	100,000.00	140,000.00	.00	140,000.00-
	RESTRICTED GIFTS TOTAL	25.00	11.66	104.25	417.00	79.25-
	CEMETARY CIP/LAND TOTAL	200.00	107.09	957.58	478.79	757.58-
	LIBRARY TRUST TOTAL	3,100.00	1,304.08	11,934.16	384.97	8,834.16-
	FIRE TRUST TOTAL	120.00	70.04	626.27	521.89	506.27-
	SCORE-UNDESIGNATED TOTAL	50.00	22.83	204.15	408.30	154.15-
	SCORE O&M TOTAL	5.00	1.06	9.48	189.60	4.48-
	NORTH STORY BASEBALL TOTAL	24,000.00	15.60	143.16	.60	23,856.84

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

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	75.0% UNCOLLECTED
	SENIOR CENTER TRUST TOTAL	710.00	39.40	358.17	50.45	351.83
	GATES HALL PIANO TOTAL	100.00	76.28	682.08	682.08	582.08-
	ASSET FORFEITURE TOTAL	100.00	48.91	437.34	437.34	337.34-
	PARK OPEN SPACE TOTAL	34,300.00	2,720.55	35,825.99	104.45	1,525.99-
	COLUMBARIAN MAINTENANCE TOTAL	220.00	81.35	487.67	221.67	267.67-
	TRAIL MAINTENANCE TOTAL	20,150.00	202.27	21,656.55	107.48	1,506.55-
	DANIELSON TRUST TOTAL	1,600.00	897.88	11,362.71	710.17	9,762.71-
	LIB BLDG TRUST TOTAL	.00	.78	7.01	.00	7.01-
	TREES FOREVER TOTAL	75.00	18.31	163.71	218.28	88.71-
	4TH OF JULY TRUST TOTAL	2,575.00	35.43	4,154.69	161.35	1,579.69-
	COMMUNITY BAND TOTAL	1,000.00	5.48	152.63	15.26	847.37
	DEBT SERVICE TOTAL	1,621,946.00	21,608.40	533,758.26	32.91	1,088,187.74
	CH CAMPUS PROJ TOTAL	.00	2.36	21.06	.00	21.06-
	LIBRARY ADDITION TOTAL	97,463.00	387.69	98,255.32	100.81	792.32-
	SC/FIELDHOUSE TOTAL	4,570,000.00	.00	296,161.11	6.48	4,273,838.89
	SPLASHPAD PROJECT TOTAL	400,000.00	1,536.51	410,486.09	102.62	10,486.09-
	SIDEWALK IMPROVEMENTS TOTAL	30,000.00	539.03	25,159.67	83.87	4,840.33

CITY OF NEVADA
 REVENUE REPORT
 CALENDAR 3/2024, FISCAL
 BUDGET
 ESTIMATE

9/2024
 MTD
 BALANCE

PCT OF FISCAL YTD
 YTD PERCENT
 BALANCE RECVD

75.0%

UNCOLLECTED

ACCOUNT NUMBER

ACCOUNT TITLE

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 3/2024, FISCAL BUDGET ESTIMATE	9/2024 MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	FISCAL YTD PERCENT RECVD	75.0% UNCOLLECTED
	2019 CIP WORK TOTAL	.00	6,179.86	55,257.28	.00	55,257.28-
	IDOT S14 PROJ, TRAIL TOTAL	434,370.00	.00	.00	.00	434,370.00
	TRAIL CIP RESERVE PROJTS TOTA	76,230.00	5,490.07	21,719.48	28.49	54,510.52
	ARP FUNDS TOTAL	10,000.00	3,995.55	35,726.27	357.26	25,726.27-
	PERPETUAL CARE TOTAL	3,800.00	590.00	2,800.00	73.68	1,000.00
	WATER TOTAL	2,440,525.00	239,083.67	2,383,909.90	97.68	56,615.10
	WATER DEPOSITS TOTAL	25,000.00	1,425.00	13,314.93	53.26	11,685.07
	WATER PLANT UPGRADE RSRV TOTA	212,000.00	6,757.30	258,794.18	122.07	46,794.18-
	WATER 2012C/2020B BOND TOTAL	460,350.00	.00	460,350.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	128,000.00	.00	126,104.85	98.52	1,895.15
	SEWER TOTAL	2,584,687.00	296,012.48	2,802,047.07	108.41	217,360.07-
	SEWER SRF REVOLVING TOTAL	1,773,583.00	5,274.38	53,532.07	3.02	1,720,050.93
	SEWER CONSTRUCTION TOTAL	345,000.00	37,441.34	580,085.89	168.14	235,085.89-
	SEWER CAP IMP PROJECT TOTAL	15,000,000.00	224,786.37	10,330,941.96	68.87	4,669,058.04
	SEWER EQUIP REVOLVING TOTAL	152,000.00	1,457.15	163,261.33	107.41	11,261.33-
	SRF SPONSORED PROJECT TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00
	LANDFILL/GARBAGE TOTAL	73,700.00	6,072.96	54,429.14	73.85	19,270.86

CITY OF NEVADA
 REVENUE REPORT
 CALENDAR 3/2024, FISCAL 9/2024

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	75.0% UNCOLLECTED
	STORM WATER TOTAL	177,900.00	19,472.85	173,508.82	97.53	4,391.18
	REVOLVING FUND TOTAL	510,000.00	9,135.64	726,044.52	142.36	216,044.52-
	FLEX BENEFIT REVOLVING TOTAL	.00	1,936.98	40,101.10	.00	40,101.10-
	HEALTH INS, SELF FUND TOTAL	.00	39,792.35	349,696.46	.00	349,696.46-
	OTHER INTERNAL SERV FUND TOTA	1,000.00	1,241.19	11,098.15	1,109.82	10,098.15-
	TOTAL REVENUE BY FUND	<u>40,597,496.00</u>	<u>1,343,062.00</u>	<u>25,521,648.45</u>	<u>62.87</u>	<u>15,075,847.55</u>

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
 City of NEVADA
 Fiscal Year July 1, 2023 - June 30, 2024

The City of NEVADA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

Meeting Date/Time: 5/13/2024 08:00 PM

Contact: Kerin Wright

Phone: (515) 382-5486 ext: 225

Meeting Location: Nevada City Hall, 1209 6th Street, Nevada IA 50201

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,227,109	0	4,227,109
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,227,109	0	4,227,109
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	576,552	0	576,552
Other City Taxes	6	1,068,208	0	1,068,208
Licenses & Permits	7	78,300	0	78,300
Use of Money & Property	8	199,460	0	199,460
Intergovernmental	9	1,061,187	300,000	1,361,187
Charges for Service	10	5,552,097	50,000	5,602,097
Special Assessments	11	0	0	0
Miscellaneous	12	1,765,120	6,000	1,771,120
Other Financing Sources	13	19,500,000	3,000,000	22,500,000
Transfers In	14	6,569,463	0	6,569,463
Total Revenues & Other Sources	15	40,597,496	3,356,000	43,953,496
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,863,768	25,000	1,888,768
Public Works	17	1,415,924	50,000	1,465,924
Health and Social Services	18	53,000	0	53,000
Culture and Recreation	19	2,006,438	217,000	2,223,438
Community and Economic Development	20	934,085	300,000	1,234,085
General Government	21	892,932	6,000	898,932
Debt Service	22	1,910,295	0	1,910,295
Capital Projects	23	6,847,200	1,000,000	7,847,200
Total Government Activities Expenditures	24	15,923,642	1,598,000	17,521,642
Business Type/Enterprise	25	27,102,721	885,000	27,987,721
Total Gov Activities & Business Expenditures	26	43,026,363	2,483,000	45,509,363
Transfers Out	27	6,569,463	0	6,569,463
Total Expenditures/Transfers Out	28	49,595,826	2,483,000	52,078,826
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,998,330	873,000	-8,125,330
Beginning Fund Balance July 1, 2023	30	31,975,539	0	31,975,539
Ending Fund Balance June 30, 2024	31	22,977,209	873,000	23,850,209

Explanation of Changes: Increased costs in repairs, chemicals, projects, software updates. Increase for additional projects, rock crushing, grant expenditures and pass through costs.

2023/2024 Budget Amendment #2

EXPENSES	2023/2024 Budget Amendment #2	10 PS	20 PW	30 Hlth/SS	40 Cult/Rec	50 Comm/ED	60 Gen Gvt	70 DS	80 Cap Proj	90 Prop	95 Transf
001-110-6420	PD, unanticipated Software costs/licenses, issues w/RMS, Watchguard, car comp	20,000.00									
001-150-6184	FD, Physicals (every other year)	5,000.00									
182-411-6551	LIB, Correct Material budget				5,000.00						
810-410-6310	LIB, Chair Lifts (Grant received in FY23)				20,000.00						
001-431-6320	PKM, Asphalt Grinding				6,000.00						
001-435-6310	POOL, Electrical repairs				4,000.00						
001-450-6532	CEM, Vehicle repairs				5,000.00						
001-450-6407	CEM, Software updates				4,000.00						
001-450-6580	CEM, Niche Plates (passthrough)				6,000.00						
001-460-6499	FH, RecDesk/Sales Tax				12,000.00						
175-461-6599	SNR CTR, Blinds/Paint/Doors				5,000.00						
179-431-6499	PKM, Tennis Court Repairs (using reserve funds)				85,000.00						
810-431-6310	PKM, Capital-Hattery Shelter (Ins funds used)				30,000.00						
810-450-6321	CEM, Capital-Columbarium (reserves)				35,000.00						
001-620-6401	ADM, Audit Expense extra					6,000.00					
110-210-6415	STS, Road Widener		5,000.00								
110-210-6499	STS, Cameras/Rock Crushing/Bridge		20,000.00								
121-293-6499	STS, EAB Trees		25,000.00								
160-520-6461	ED, Pass thru Grants-Camelot/JLA/MicroE/Trailhead Housing					300,000.00					
309-210-6761	PROJ, 2024 Street Improvement Project								1,000,000.00		
600-811-6345	WTR, Rock crushing/main repairs/software updates									50,000.00	
600-811-6501	WTR, Chemicals									10,000.00	
608-811-6407	WTR, Projects-N Well Field/Jordan Well/US30-580 wtr line reloc									75,000.00	
611-731-6801	WWTF, WWTF Debt Payments-Principal/Interest/Fees									750,000.00	
		25,000.00	50,000.00		217,000.00	300,000.00	6,000.00		1,000,000.00	885,000.00	

2,483,000.00

venues	10	20	30	40	50	60	70	80	90	95
P.25										
01-450-4744				6,000.00						
01-460-4761				50,000.00						
169-520-4410					300,000.00					
309-210-4825								3,000,000.00		
				56,000.00	300,000.00			3,000,000.00		

3,356,000.00

2024 STREET IMPROVEMENT PROJECT, H & I AVENUES

TEMPORARY CONSTRUCTION EASEMENTS FOR PROJECT

REC'D	PROPERTY OWNERS	ADDRESSES	
	Clatt, Michael	903 8th Street	Nevada, IA 50201
	Powell, William and Cindy	810 I Ave	Nevada, IA 50201
	Nevada School District	925 H Ave	Nevada, IA 50201
	Nevada School District	925 I Ave	Nevada, IA 50201
★	Lauritzen, Nicholas and Patricia	807 8th Street	Nevada, IA 50201
★	Schneider, Jason and Sara	735 8th Street	Nevada, IA 50201
	Post, Michael and Jill	829 H Ave	Nevada, IA 50201
	Gruis, Nathan and Heidi	738 9th Street	Nevada, IA 50201
	Dalton, Dustin and Lori	804 9th Street	Nevada, IA 50201
	White, Gary and Mary	914 H Ave	Nevada, IA 50201
	Upton , Kim	916 H Ave	Nevada, IA 50201
	Helland, Jennifer	926 H Ave	Nevada, IA 50201
★	Eyanson, Lisa	734 10th Street	Nevada, IA 50201
	Gammon, David and Kathleen	834 G Ave	Nevada, IA 50201
★	Donnelly, David	904 G Ave	Nevada, IA 50201
	Vanallen, Anthony and Clarissa	704 9th Street	Nevada, IA 50201
	Johnson, Brian and Kelly	905 G Ave	Nevada, IA 50201
★	Mace, Jeralyn	712 9th Street	Nevada, IA 50201
	Ellis, Ashton	720 9th Street	Nevada, IA 50201
	HOFFMAN, KYLE & ALLISON	727 9th Street	Nevada, IA 50201
	Lotz, Kathleen and Joshua	728 9th Street	Nevada, IA 50201
★	Banks, Jeffrey	818 9th Street	Nevada, IA 50201
	Korsching, Peter and Linda	824 9th Street	Nevada, IA 50201

April 22, 2024

Jim Thompson

Downtown Resource Center

Catalyst Grant – 22-CTBF-018

Request for Amendment

Dear Mr. Thompson,

The Community Catalyst Building Remediation Grant that was awarded to us for the Camelot Theater project in Nevada, has a current project end date of June 30, 2024. While the façade part of the project has been completed, the interior theater restoration and bistro expansion will not be finished by June 30th. We would like to request an extension on the grant's project end date.

The project timeline was hindered by transfer of ownership of the adjoining building, which is necessary for the expansion. The prior owners of that building had their own grant project to finish before the ownership could be transferred, as this would impact a small business owner who was leasing the space.

The project is still relevant to our downtown district and will be impactful as it is a highly visible building and necessary historic event space. This project will increase tourism to our city. The City of Nevada is in support of the extension on this project.

Regards,

Mayor Brett Barker

City of Nevada

Nevada Public Safety Department – Fire & EMS

Item # 4G
Date: 4-22-24

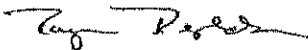
TO: Nevada City Council
FROM: Ray Reynolds
Director of Fire & EMS
DATE: April 12, 2024
RE: Recommendation for Permanent Firefighter status – Michael Tinta

An application has been received from Michael Tinta for membership with the Nevada Fire and EMS. A background has been completed and Michael has completed his one-year probationary period with the department. Firefighter Tinta has met satisfactory training up to the level of Firefighter 1 status and is a member in good standing with the Nevada Firefighters Association. Per department Standard Operating Guideline, *Membership*, it is recommended Michael Tinta be approved to permanent status as a full member with the Nevada Fire Department.

As such he will be awarded his black helmet shield and Class B uniform.

Michael will be at the April 22, 2024 City Council meeting. Please contact me should you have questions regarding this memorandum.

Respectfully,



Ray Reynolds
Director of Fire & EMS

OATH OF OFFICE

I, **Michael Tinta**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and the City Code of Nevada, Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of **Firefighter** for the City of Nevada, Iowa, as now or hereafter required by law.

SIGNED by me this 22nd day of April, 2024.

Michael Tinta

SUBSCRIBED AND SWORN to before me this 22nd day of April, 2024.

Brett Barker, Mayor

SEAL

Original to Personnel File
cc: Michael Tinta
Department Head

OATH OF OFFICE

I, **Michael Tinta**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and the City Code of Nevada, Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of **Firefighter** for the City of Nevada, Iowa, as now or hereafter required by law.

SIGNED by me this 22nd day of April, 2024.

Michael Tinta

SUBSCRIBED AND SWORN to before me this 22nd day of April, 2024.

Brett Barker, Mayor

SEAL

Original to Personnel File
cc: Michael Tinta
Department Head



PROCLAMATION

WHEREAS, the entire community can inspire, equip and mobilize people to take action that changes the world, and

WHEREAS, volunteers can connect with local community service opportunities through hundreds of community service organizations, laying the foundation for tomorrow's growth and prosperity; and

WHEREAS, individuals and communities are at the center of social change, discovering their power to make a difference; and

WHEREAS, during this month all over the nation, service projects will be performed and volunteers recognized for their commitment to service; and

WHEREAS, the giving of oneself in service to another empowers the giver and the recipient; and

WHEREAS, experience teaches us that government by itself cannot solve all of our nation's social problems; and


WHEREAS, volunteers are vital to our future as a caring and productive nation; and

NOW, THEREFORE, BE IT RESOLVED THAT, I, Brett Barker, Mayor of the City of Nevada, Iowa, do hereby proclaim

April 21 - 27, 2024
NATIONAL VOLUNTEER WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Nevada, Iowa to be affixed this 22ND day of April, 2024.




Brett Barker, Mayor



PROCLAMATION

2024 Economic Development Week Proclamation

WHEREAS, economic development professionals are engaged in a wide variety of settings including rural and urban, local, state, and federal governments, public-private partnerships, chambers of commerce, and universities, helping to create and expand jobs that facilitate growth in these regions; and,

WHEREAS, the creation of new opportunities for businesses and entrepreneurs is a one of several key components to securing the City of Nevada economic future for generations to come; and

WHEREAS, Nevada is committed to fostering a business-friendly climate that will attract and retain employers, enable the community to grow and remain competitive on a global scale, and generate new jobs and opportunities for our citizens; and

WHEREAS, the Nevada Economic Development Council in partnership with the Ames Economic Development Commission is committed to providing quality resources that boost economic growth and enhance quality of life throughout Nevada and Story County;

NOW, THEREFORE, I, Brett Barker, Mayor of the City of Nevada, IA, do hereby proclaim May 6, 2024 through May 10, 2024 as

ECONOMIC DEVELOPMENT WEEK

In appreciation of all our partners in the economic development field do to make the City of Nevada the vibrant and thriving community it is today.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nevada, Iowa to be affixed this 22nd day of April, 2024.

Brett Barker, Mayor





▶ 8710 Earhart Lane SW
Cedar Rapids, IA 52404
Main 319.841.4000 + Fax 713.965.0044
▶ HRGREEN.COM

April 11, 2024

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

Re: SRF Sponsored Project – Project C – Harrington Park
Recommendation to Award

Dear Mr. Cook,

On April 10, Four (4) bids were received for this project summarized as follows:

	Bid as read from total stated on bid form	Calculated total based on unit prices	Discrepancy
Con-Struct Inc., Ames, IA	\$289,969.50	\$289,969.50	\$0.00
Iowa Earthworks, Huxley, IA	\$397,293.70	\$397,293.70	\$0.00
On Track Construction LLC, Nevada, IA	\$479,816.50	\$479,816.50	\$0.00
Concrete Professionals, Altoona, IA	\$619,452.00	\$619,383.10	\$68.90

In one case the bid price based on unit prices is slightly different from the bid total read publicly at the bid opening. Per the language stated on the proposal form "The bidder must provide the Unit Bid Price, the Total Bid Price, and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs". The order of lowest to highest bidder does not change as a result of this minor discrepancy.

I have reviewed the submitted documentation received from each of the four bidders and all appear to be complete and in order.

The advertised Engineer's estimate of probable cost was \$625,000. However, this estimate could be reduced to \$543,000 as a result of a change in quantities, resulting from a clarification made in Addendum #1.

HR Green recommends the City proceed with awarding the project to Con-Struct Inc. of Ames, IA.

Please reach out via email or phone at spumphrey@hrgreen.com or 319-841-4496 with any questions or concerns.

Sincerely,

HR GREEN, INC.

Sandy Pumphrey, PE, PMP, CFM
Project Manager

Cc: Brandon Mickelson, HR Green.

The Mayor announced that bids for the construction of the SRF Sponsored Project – Project C – Harrington Park had been received before 3:00 p.m., on April 10, 2024, in the office of the City Clerk, City Hall, Nevada, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and HR Green, Inc. (the “Project Engineers”) made their recommendations thereon to the City Council. The bids received for the construction of the SRF Sponsored Project – Project C – Harrington Park are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
Con-Struct Inc. 305 S Dayton Avenue Ames, IA 50010	\$289,969.50
Iowa Earthworks 626 N Highway 69 Huxley, IA 50124	\$397,293.70
OnTrack Construction LLC 1435 W F Avenue Nevada, IA 50201	\$479,816.50
Concrete Professionals PO Box 7 Altoona, IA 50009	\$619,452.00

See Attached Bid Tab for Details

~~It was moved by Council Member ___ and seconded by Council Member ___ that this meeting be adjourned to May 13, 2024, at 6 o'clock p.m., at the City Hall, Nevada, Iowa, at which time and place the City Council will meet to further consider such proposals.~~

~~The Mayor put the question on the motion and the roll being called, the following named Council Members voted:~~

~~Ayes: __~~

~~Nays: __~~

~~Whereupon, the Mayor declared the said motion duly carried and the meeting was adjourned to the said time and place.~~

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

RESOLUTION NO. 076 (2023/2024)

Resolution awarding contract for the SRF Sponsored Project – Project C – Harrington Park

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Nevada, Iowa, and as required by law, bids and proposals were received by this Council for the SRF Sponsored Project – Project C – Harrington Park (the “Project”); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contracts for the Project;

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

Section 1. The bids for the Project submitted by the following contractors are fully responsive to the plans and specifications for the Project, are heretofore approved by the City Council, and are the lowest responsible bids received, such bids being as follows:

Option A – PCC:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Con-Struct Inc 305 S Dayton Ave Ames, IA 50010	\$289,969.50

Section 2. The contracts for the Project are hereby awarded to such contractors at the total estimated costs set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contracts to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidders’ written proposals.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with each of the said contractors for the Project, but only after each contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and the other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contracts or surety bonds.

Section 4. The amount of each contractor’s performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Item # LOB
Date: 4-22-24

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 4/22/24 Council Agenda

Business Name Nevada Jaycees Event 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.

4/5/24
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

EVENT inspection & fencing will be verified.
PPL application



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Nonprofit corporation organized under chapter 504.

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
William Harrison	Ames	Iowa	50010	Board Member	0.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Founders Insurance Company	May 9, 2024	May 14, 2024
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



State of Iowa
Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Nonprofit corporation organized under chapter 504.

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
William Harrison	Ames	Iowa	50010	Board Member	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Founders Insurance Company

May 9, 2024

May 14, 2024

DRAM CANCEL DATE

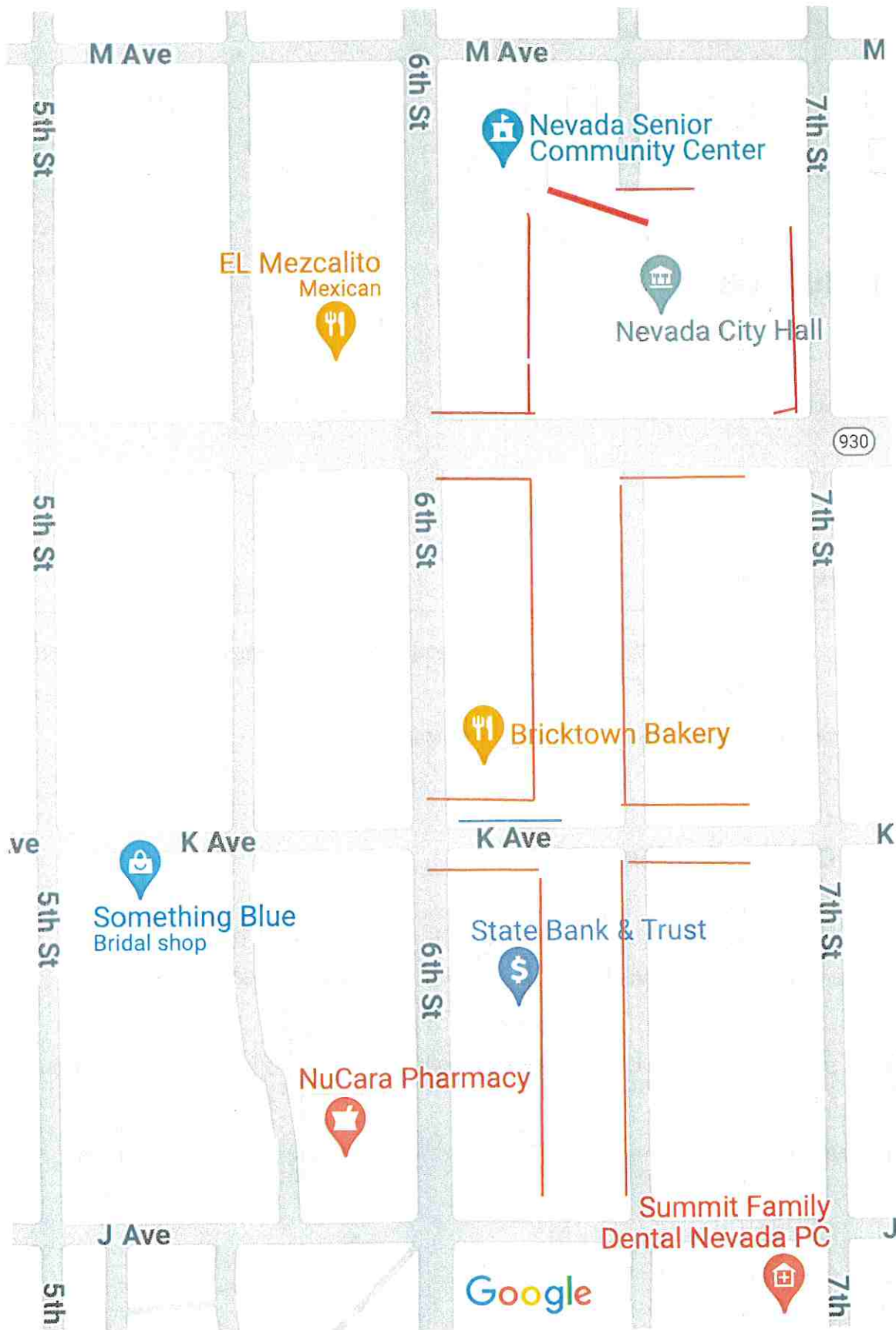
OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



RESOLUTION NO. 077 (2023/2024)

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN
OAK PARK ESTATES SUBDIVISION**

WHEREAS, the City of Nevada has previously accepted the final plat of Oak Park Estates Subdivision; and

WHEREAS, as a part of the plat, the developer was required to install certain improvements in the subdivision for the benefit of the public, including streets, water, sanitary and storm sewers; and

WHEREAS, by communication dated April 11, 2024, the City Engineer has determined that Nevada City Staff has observed that the improvements “have been completed in accordance with the City’s standards and specifications”, that the City has received the Maintenance Bond for the streets, water, sanitary and storm sewers and he recommends “acceptance of the Public Improvements and Maintenance Bond”.

WHEREAS, street lights still need to be installed and are scheduled for completion in the next couple months.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that the public improvements in Oak Park Estates Subdivision, including streets, water, sanitary and storm sewers, be and are hereby accepted and the maintenance bond is approved.

Passed and approved by the Nevada City Council on this 22th day of April, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

**RECOMMENDATION FOR ACCEPTANCE
OF
PUBLIC IMPROVEMENTS AND MAINTENANCE BOND**

**Oak Park Estates Subdivision
Nevada, IA
Public Improvements – Streets, water, sanitary and storm sewers**

Nevada City staff observed the construction of the public improvements for the Oak Park Estates Subdivision in the City of Nevada, Iowa and has determined the improvements comply with the City's standards and specifications.

I hereby declare the public improvements for the Oak Park Estates Subdivision in the City of Nevada, Iowa have been completed in accordance with the City's standards and specifications, and the City has received the Maintenance Bond for the streets, water, and sanitary and storm sewers for the subdivision.

It is my recommendation the Public Improvements and the Maintenance Bond for said Subdivision be accepted by the City of Nevada, Iowa, with the following conditions:

Conditions – Street lights still need to be installed.

Dated this 11th day of April, 2024

Recommended by City Engineer,

HR Green, Inc.

By



Larry J. Stevens, PE

Accepted by Owner, City of Nevada, IA

By _____

Name _____

Title _____

Date _____

City of Nevada, Iowa
Resolution No. 078 (2023|2024)

*Approving final subdivision plat of
Oak Park Estates, First Addition, City of Nevada, Story County, Iowa
and accepting the dedication of certain lands
for street purposes and of various easements*

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

- 1 **Authority.** The City Council has authority, as described in article III, section 38A of the Constitution of the State of Iowa and in chapters 354 and 355 of the Code of Iowa (2024) and under the ordinances of the City of Nevada, to review and approve subdivision plats of lands lying within the corporate limits of the city and within two miles thereof.
- 2 **Subdivision Plat Proposed.** City has received an application for a proposed subdivision together with the submittals required by Iowa law and the City's ordinances made by **Oak Park Estates, L.C.**, as the owner and Proprietor for the replat of certain real property described in the attached Schedule 1, which is incorporated by reference and made a part hereof as if set out fully, and said Proprietors have requested that the City review and approve the proposed subdivision plat.
- 3 **Review and Recommendations.** City staff and City's planning and zoning commission, as provided by the City's ordinances, have reviewed the proposed subdivision plat, including all of the statutorily required attachments and submissions, and both have recommended to the City Council approval thereof as required by and in accordance with Iowa law and the City's ordinances.
- 4 **Approval of Subdivision.** Upon the recommendation of City staff and the Planning and Zoning Commission, the City Council hereby finds that the subdivision plat together with all of the statutorily required attachments and submissions is complete and complies with all requirements of chapters 354 and 355 of the Code of Iowa and the platting ordinance of the City of Nevada. The City Council, therefore, accepts and approves the subdivision plat to be known as:
Oak Park Estates, First Addition, City of Nevada, Story County, Iowa,
which is a replat of certain real property more particularly described as shown on Schedule 1. The City Clerk is authorized and directed to certify and to affix to said subdivision plat a true copy of this resolution in accordance with sections 354.8 and 354.11 of the Code of Iowa, and to deliver said certified copy to the Proprietors for recording with the subdivision plat in the office of the Recorder of Story County, Iowa.
- 5 **Approval of Dedication.** The City Council hereby approves the dedication and accepts the lands designated on said subdivision plat for street right-of-way and for easements. The City Council hereby dedicates said lands to the public in accordance with the accompanying written easement, subject to City's ordinances, rules, and regulations.
- 6 **Findings.** The City Council finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of the City of Nevada and its citizens, all as provided for in and permitted by section 364.1 of the Code of Iowa (2024).

7 **Repealer.** All other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the City Council as a whole or any part thereof not adjudged invalid or unconstitutional.

8 **Effective Date.** This resolution shall be in full force and effect from and after the date of its approval as provided by law.

Approval of Resolution

In accordance with Iowa Code section 380.5, the undersigned approves the foregoing as enacted on the ____ day of _____, 2024, by the City Council.

In Witness Whereof, I affix my signature on the ____ day of _____, 2024:

BRETT BARKER, Mayor

Attested and Sealed:
with the seal of the City of Nevada, Iowa on
the date aforesaid
[City Seal]

by: _____
KERIN WRIGHT, City Clerk

*Schedule 1**Legal Description of Real Property Replatted**Oak Park Estates, First Addition, City of Nevada, Story County, Iowa*

A replat of Lots 1-10, 13-42, Lot A, and part of Lots 11 and 12, Academy Estates in the Southeast Quarter of Section 7 and the Northeast Quarter of Section 18, and Parcel J in the Southwest Quarter of the Southeast Quarter of Section 7, as shown on the Plat of Survey filed at Inst. No. 2005-14565, all in Township 83 North, Range 22 West of the 5th P.M., City of Nevada, Story County, Iowa, all together being more particularly described as follows:

Beginning at the Northwest Corner of Lot 3 in said Academy Estates; thence S46°00'45"E, 438.79 feet; thence S64°27'36"E, 222.63 feet; thence N76°35'09"E, 98.48 feet to the right of way line of 8th Street; thence following said line Southeasterly, 124.28 feet along a curve having a radius of 45.00 feet, concave Northerly, a central angle of 158°14'18" and being subtended by a chord which bears S66°16'04"E, 88.38 feet; thence S48°46'22"E, 51.27 feet; thence S56°29'32"E, 64.34 feet; thence S64°05'39"E, 134.69 feet; thence S58°18'47"E, 136.32 feet; thence S44°11'11"E, 85.34 feet to the northerly line of Parcel A, being part of said Lots 11 and 12, as shown on the Plat of Survey filed at Inst. No. 2022-11678; thence running coincident with the boundary of said Parcel A S63°01'41"W, 41.20 feet; thence S22°00'06"E, 27.89 feet; thence S27°33'25"E, 49.27 feet; thence S63°27'57"W, 182.49 feet; thence Southerly, 25.26 feet along a curve having a radius of 200.00 feet, concave Westerly, a central angle of 7°14'06" and being subtended by a chord which bears S18°39'06"E, 25.24 feet; thence N63°27'57"E, 186.40 feet; thence S27°33'25"E, 34.27 feet; thence N63°03'52"E, 35.00 feet; thence departing the boundary of said Parcel A S34°26'41"E, 84.42 feet; thence S00°05'19"E, 460.93 feet to the Southeast Corner of said Academy Estates; thence N89°52'27"W, 494.77 feet to the Southeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 7; thence S01°03'24"W, 50.87 feet; thence N89°46'11"W, 780.25 feet; thence N06°01'24"E, 51.59 feet; thence N03°30'40"E, 24.98 feet; thence N89°44'40"W, 109.80 feet to the Southwest Corner of said Academy Estates and the easterly right of way line of South Sixth Street; thence following said right of way line N03°42'35"E, 514.30 feet; thence N08°05'25"E, 300.03 feet to the Southwest Corner of said Parcel J; thence Northerly, 397.80 feet along a curve having a radius of 7700.00 feet, concave Westerly, a central angle of 2°57'36" and being subtended by a chord which bears N07°08'31"E, 397.75 feet to the Northwest Corner of said Parcel J; thence S84°17'50"E, 59.26 feet to the Northeast Corner thereof, said point being on the west line of said Academy Estates; thence Northerly, 101.16 feet along a curve having a radius of 7760.00 feet; concave Westerly, a central angle of 0°44'49" and being subtended by a chord which bears N05°11'36"E, 101.15 feet to the point of beginning

Record of Council Proceedings for Resolution No. _____

The City Council of Nevada, Iowa, met in regular session in the council chambers, City Hall, Nevada, Iowa, at _____ M., on the ____ day of _____, 2024, with the following Council Members present and absent:

Present: _____

Absent: _____

Mayor, Brett Barker, presided as chair of the meeting.

Council Member _____ introduced the resolution and moved its adoption. Council Member _____ seconded the motion to adopt.

The Mayor called for a vote upon the question of the approval of the motion. The Council Members voted as follows:

Yes: _____

No: _____ Absent/Abstain: _____

The Mayor declared the resolution adopted.

City Clerk's Certificate

I, Kerin Wright, hereby certify: (1) I am the duly appointed, qualified, and acting City Clerk of the City of Nevada, Iowa; (2) I have full custody and control of the official records of the City of Nevada, Iowa; (3) the foregoing Resolution No. _____ is a true and exact copy of said resolution as filed and recorded in the office of the City Clerk of Nevada, Iowa; (4) said resolution was duly passed by the City Council and approved as shown by the attached *Record of City Council Proceedings for Resolution No. _____*, which *Record of City Council Proceedings* is a true abstract of the minutes of the meeting of the City Council.

In Witness Whereof, I have affixed my signature and the seal of the City of Nevada, Iowa on this ____ day of _____, 20____.

CITY OF NEVADA, IOWA

By: _____

Kerin Wright,
City Clerk

[City Seal]

Treasurer's Certificate

State of Iowa, Story County, ss.:

The Treasurer of Story County, Iowa, in accordance with section 354.11 of the Code of Iowa, hereby certifies that the Real Property described in the subdivision plat to be known as:

Oak Park Estates, First Addition, City of Nevada, Story County, Iowa,

is free from certified taxes and certified special assessments.

More particularly, based upon the representations of the Owner identified in the Consent to Platting to which this certificate is attached, the official records of my office show that all certified taxes and special assessments have been paid in full for the real property presently having the following parcel identification numbers:

<u>Parcel No.</u>	<u>Street Address</u>	<u>Current Legal Description</u>
1107462000		Outlot A
1107462010	643 Academy Cir	Lot 1
1107462020	639 Academy Cir	Lot 2
1107462035	625 Academy Cir	Lot 3 & Parcel J
1107462040	647 Academy Cir	Lot 4
1107462050	725 Academy Cir	Lot 5
1107462060	739 Academy Cir	Lot 6
1107462070	751 Academy Cir	Lot 7
1107462080	809 Academy Cir	Lot 8
1107462090	819 Academy Cir	Lot 9
1107462100	¹⁶⁸ 1107462105 821 Academy Cir	Parcel B
1107462120	¹⁷⁸ 1107462125 825 Academy Cir	Parcel C
1107462130	827 Academy Cir	Lot 13
1107462140	828 Academy Cir	Lot 14
1107462150	824 Academy Cir	Lot 15
1107462160	816 Academy Cir	Lot 16
1107462170	808 Academy Cir	Lot 17
1107462180	752 Academy Cir	Lot 18
1107462190	738 Academy Cir	Lot 19
1107462200	732 Academy Cir	Lot 20
1107462210	710 Academy Cir	Lot 21
1107462220	640 Academy Cir	Lot 22
1107462230	636 Academy Cir	Lot 23
1107462240	624 Academy Cir	Lot 24
1107462250	618 Academy Cir	Lot 25
1107462260	604 Academy Cir	Lot 26
1107464010	614 Academy Cir	Lot 27
1107464020	634 Academy Cir	Lot 28
1107464030	648 Academy Cir	Lot 42
1107464040	712 Academy Cir	Lot 41
1107464050	734 Academy Cir	Lot 40
1107464060	746 Academy Cir	Lot 39

<u>Parcel No.</u>	<u>Street Address</u>	<u>Current Legal Description</u>
1107464070	756 Academy Cir	Lot 38
1107464080	812 Academy Cir	Lot 37
1107464090	822 Academy Cir	Lot 36
1107464100	826 Academy Cir	Lot 35
1107464110	815 Academy Cir	Lot 34
1107464120	755 Academy Cir	Lot 33
1107464130	741 Academy Cir	Lot 32
1107464140	733 Academy Cir	Lot 31
1107464150	707 Academy Cir	Lot 30
1107464160	645 Academy Cir	Lot 29

All in Academy Estates, Nevada, Story County, Iowa,
 which, are all the lands purported to be included in said subdivision plat.

In witness whereof, I have subscribed and sealed this certificate:

TREASURER OF STORY COUNTY, IOWA

Dated February 7, 2024

By: Ted Rasmusson
 SIGNATURE

Ted Rasmusson
 NAME PRINTED

Treasurer
 TITLE OF AUTHORIZED SIGNER

[TREASURER'S SEAL]

FINAL PLAT

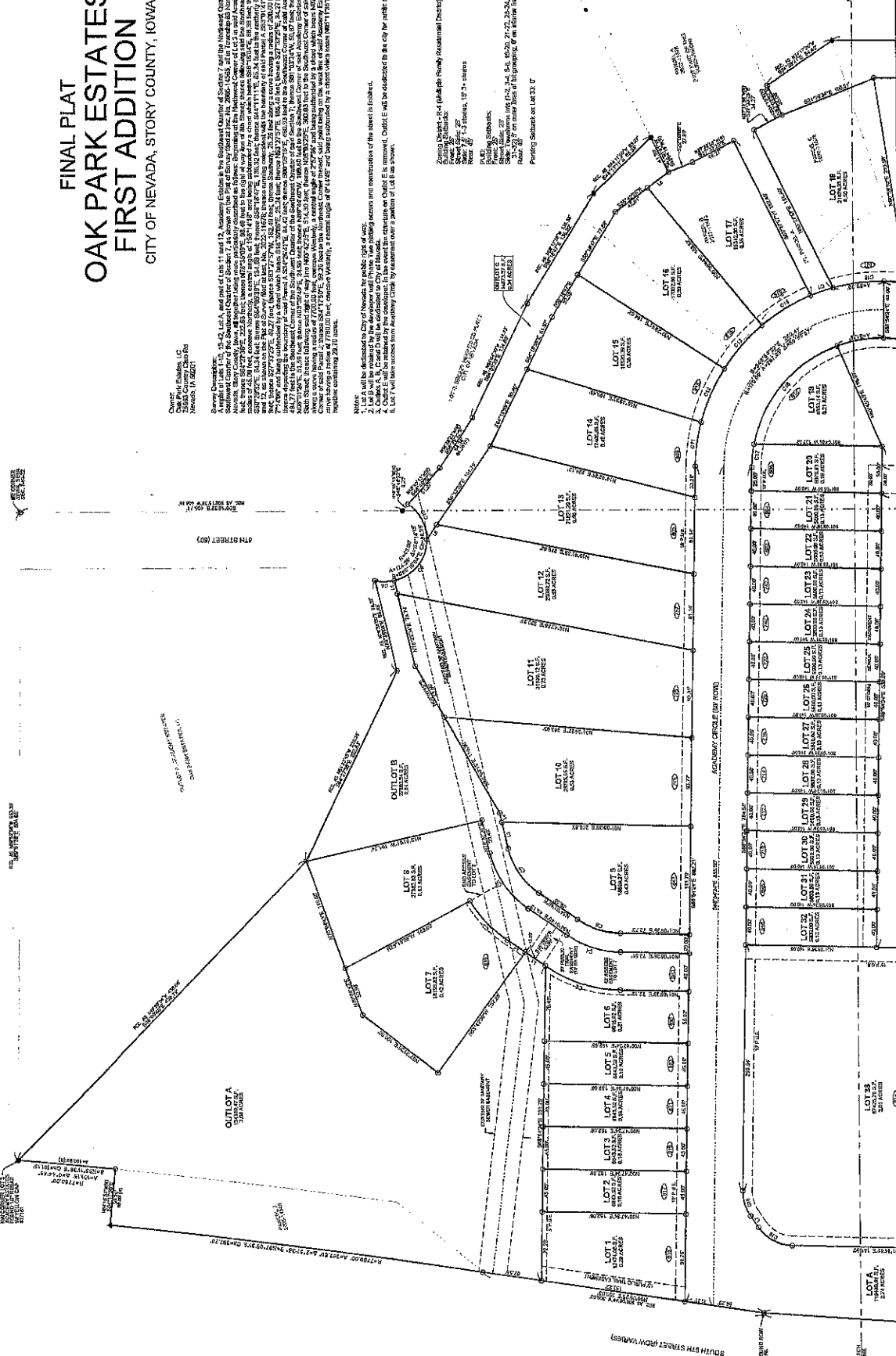
OAK PARK ESTATES FIRST ADDITION

CITY OF NEVADA, STORY COUNTY, IOWA

Owner:
Oak Park Estates, LLC
2155 1st Avenue NE
Nevada, IA 50201

A portion of Sections 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Notes:
1. All lots shall be shown in their true and correct location.
2. Lot 13 will be reserved for the use of the City of Nevada.
3. Outlot A, B, C and D will be dedicated to the City of Nevada.
4. Lot 1 will be reserved for the use of the City of Nevada.
5. Lot 7 will be reserved for the use of the City of Nevada.

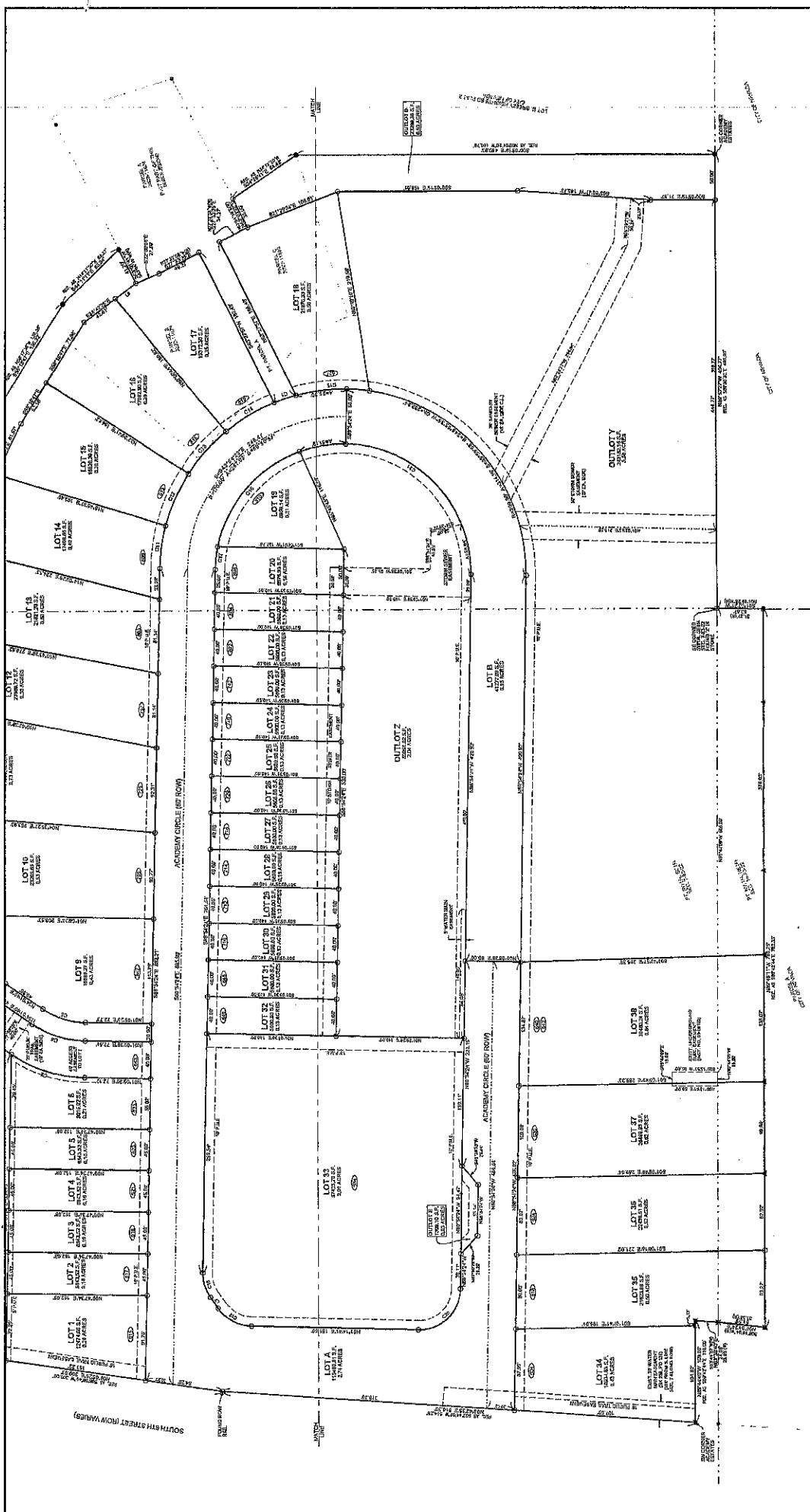


Grading Details:
Grading: 1/4" = 10' (elevation)
Spot: 1/8" = 1' (elevation)
Profile: 1/4" = 10' (elevation)
Scale: 1/4" = 10' (elevation)
North Arrow: 1/4" = 10' (elevation)

FINAL PLAT
OAK PARK ESTATES FIRST ADDITION
A RESUB OF LOTS 14-18 & 24-44 AND PLOT 11, OAK PARK ESTATES, CITY OF NEVADA, STORY COUNTY, IOWA
JOB# 2515-231A DATE: 2/25/2024 PAGE 1 OF 2



STRONG
2700 1st Avenue NE
Nevada, IA 50201
Phone: 515-251-2200
Fax: 515-251-2200



FINAL PLAT OAK PARK ESTATES FIRST ADDITION

JOB # 558291A
PAGE 2 OF 2

LOT 1				LOT 2				LOT 3				LOT 4				LOT 5				LOT 6				LOT 7																																																																																																											
Lot #	Area	Acres	Remarks	Lot #	Area	Acres	Remarks	Lot #	Area	Acres	Remarks	Lot #	Area	Acres	Remarks	Lot #	Area	Acres	Remarks	Lot #	Area	Acres	Remarks	Lot #	Area	Acres	Remarks	Lot #	Area	Acres	Remarks																																																																																																				
1	0.15	0.15	RESIDUAL	2	0.15	0.15	RESIDUAL	3	0.15	0.15	RESIDUAL	4	0.15	0.15	RESIDUAL	5	0.15	0.15	RESIDUAL	6	0.15	0.15	RESIDUAL	7	0.15	0.15	RESIDUAL	8	0.15	0.15	RESIDUAL	9	0.15	0.15	RESIDUAL	10	0.15	0.15	RESIDUAL	11	0.15	0.15	RESIDUAL	12	0.15	0.15	RESIDUAL	13	0.15	0.15	RESIDUAL	14	0.15	0.15	RESIDUAL	15	0.15	0.15	RESIDUAL	16	0.15	0.15	RESIDUAL	17	0.15	0.15	RESIDUAL	18	0.15	0.15	RESIDUAL	19	0.15	0.15	RESIDUAL	20	0.15	0.15	RESIDUAL	21	0.15	0.15	RESIDUAL	22	0.15	0.15	RESIDUAL	23	0.15	0.15	RESIDUAL	24	0.15	0.15	RESIDUAL	25	0.15	0.15	RESIDUAL	26	0.15	0.15	RESIDUAL	27	0.15	0.15	RESIDUAL	28	0.15	0.15	RESIDUAL	29	0.15	0.15	RESIDUAL	30	0.15	0.15	RESIDUAL	31	0.15	0.15	RESIDUAL	32	0.15	0.15	RESIDUAL	33	0.15	0.15	RESIDUAL



PLANNING & ZONING MINUTES, MONDAY, MARCH 4, 2024

Chairperson Matt Rhodes presided and he called the Monday, March 4, 2024 regular meeting of the Planning & Zoning Commission to order at 6:15 p.m. at City Hall Council Chambers, 1209 6th Street. The roll was called indicating that the following Commission Members were present and absent. Present: Ryan Condon, Ron Farrington, Paul Maiefski, Evie Peterson, Matt Rhodes, and Carla Schimelfenig. Absent: Donna Borton (arrived at 6:16 p.m.).

Staff present: Ryan Hutton and Donna Mosinski. Also, in attendance were: Don Arends and Kyle Nelson.

Motion by Paul Maiefski, seconded by Ryan Condon, to approve the agenda as presented. The roll being called the following Commissioners voted. Ayes: Maiefski, Condon, Farrington, Peterson, Rhodes, and Schimelfenig. Nays: None. Whereupon the Chairperson declared the motion carried.

Motion by Ryan Condon, seconded by Evie Peterson, to approve and place on file the **minutes** of the February 5, 2024 **meeting**. After due consideration and the roll being called, the following named Commissioners voted. Ayes: Condon, Peterson, Rhodes, Schimelfenig, Farrington, and Maiefski. Nays: None. Whereupon, the Chairperson declared the motion carried.

There were no comments from the public during the open public forum.

Donna Borton arrived at 6:16 p.m.

The Chairperson called the public hearing to order at 6:17 p.m. for the purpose of hearing comments for or against Rezoning property at 2000 5th Street from AR to R-2.

There was no one present who addressed the commission in writing.

Don Arends, 2014 Jashalita Drive, wanted to know what the plan was for the property.

The Chairperson declared the hearing closed at 6:27 p.m.

Motion by Ron Farrington, seconded by Paul Maiefski, to recommend to the City Council favorable consideration of the rezoning of the property at 2000 5th Street from AR to R-2. After due consideration and the roll being called, the following named Commissioners voted. Ayes: Farrington, Maiefski, Peterson, Rhodes, Schimelfenig, Borton, and Condon. Nays: None. Whereupon, the Chairperson declared the motion carried.

Motion by Ryan Condon, seconded by Carla Schimelfenig, to recommend to the City Council favorable consideration of the Urban Renewal Plan Amendment March 2024. After due consideration and the roll being called, the following named Commissioners voted. Ayes: Condon, Schimelfenig, Borton, Farrington, Maiefski, Peterson, and Rhodes. Nays: None. Whereupon, the Chairperson declared the motion carried.

Motion by Ryan Condon, seconded by Paul Maiefski, to recommend to the City Council favorable consideration of *the Oak Park Estates 1st Addition Final Plat.* After due consideration and the roll being called, the following named Commissioners voted. Ayes: Condon, Maiefski, Peterson, Rhodes, Schimelfenig, Borton, and Farrington. Nays: None. Whereupon, the Chairperson declared the motion carried.

Ryan Hutton reported on the following:

- Minor Subdivision on the next meeting agenda.
- There will be a new development on an upcoming agenda.
- Council approved new permitting software.

There being no other business to come before the meeting, it was moved by Paul Maiefski, seconded by Ryan Condon, to *adjourn* the meeting. The roll being called the following named Commissioners voted. Ayes: Maiefski, Condon, Farrington, Peterson, Rhodes, Schimelfenig, and Borton. Nays: None. Whereupon, the Chairperson declared the motion carried. At 6:49 p.m. he adjourned the meeting.

Attest:

Donna Mosinski, Deputy City Clerk

Matt Rhodes, Chairperson

Item # 6D1
Date: 4-22-24



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

April 17, 2024

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

Re: Nevada WWTF Improvements – Phase 4: Recommendation on Contractor's Application for Payment No. 17

Dear Jordan:

Attached is an electronic copy of Payment Application No. 17 from OnTrack Construction, LLC for the Nevada WWTF Improvements – Phase 4 project. Items included in this application are summarized as follows:

- **Change Order #2**

Based on the above, the total for Pay Application No. 17 is \$223,532.81.

As of this Pay Application, OnTrack Construction, LLC has been paid approximately 97% of the contract.

As of this Pay Application all of the contract time has been used. OnTrack Construction, LLC has completed nearly all work with the exception of fiber optic installation which has been delayed due to the delays with Phase 3. This delay is not causing issues with Phase 2 at this time. As previously noted, HRG will forward our recommendation for final adjustment of the contract completion date under separate cover.

We have reviewed Payment Application No. 17 and find the requested items acceptable. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming. Therefore, we recommend full payment of Payment Application No. 17 as submitted by OnTrack Construction, LLC. Please execute the pay application and distribute copies to all parties.

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

Sincerely,
HR GREEN, INC.

A handwritten signature in blue ink that reads "Michael Roth".

Michael Roth, P.E.

Project Manager

Cc : Kerin Wright, City Clerk (via email)
Harold See, WWTF Superintendent (via email)
Matt Runge, OnTrack Construction, LLC (via email)

Contractor's Application for Payment

Owner: <u>City of Nevada</u>	Owner's Project No.: _____
Engineer: <u>HR Green</u>	Engineer's Project No.: <u>160473</u>
Contractor: <u>On Track Construction</u>	Contractor's Project No.: <u>2217NV</u>
Project: <u>Nevada WWTF Improvements - Phase 4</u>	
Contract: <u>Forcemain, Gravity Sewer & Fiber Installation</u>	
Application No.: <u>17</u>	Application Date: <u>4/11/2024</u>
Application Period: From <u>2/27/2024</u> to <u>4/10/2024</u>	

1. Original Contract Price	\$ 7,414,414.00
2. Net change by Change Orders	\$ 272,807.69
3. Current Contract Price (Line 1 + Line 2)	\$ 7,687,221.69
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 7,537,195.59
5. Retainage	
a. <u>5%</u> X \$ <u>7,498,369.44</u> Work Completed - Stored	\$ 374,918.47
b. <u>5%</u> X \$ <u>38,826.15</u> Stored Materials	\$ 1,941.31
c. Total Retainage (Line 5.a + Line 5.b)	\$ 376,859.78
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 7,160,335.81
7. Less previous payments (Line 6 from prior application)	\$ 6,936,803.00
8. Amount due this application	\$ 223,532.81
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 526,885.88

Contractor's Certification

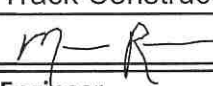
The undersigned Contractor certifies, to the best of its knowledge, the following:


(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: On Track Construction, LLC

Signature:  **Date:** 4-16-24

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>4/17/24</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

City of Nevada
HR Green
On Track Construction
Nevada WWTF Improvements - Phase 4
Forcemain, Gravity Sewer & Fiber Installation

Owner's Project No.: 160473
Engineer's Project No.: 2217NV
Contractor's Project No.:

Application No.: 17
Application Period: 02/27/24 to 04/10/24
Application Date: 04/11/24

Contractor's Application for Payment

A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		F Value of Bid Item (C X E)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G)	I Materials Currently Stored (not in G)	J Work Completed and Materials Stored to Date (H+I)	K % of Item (J / F)	L Balance to Finish (F - J)
				Unit Price (\$)	Original Contract (\$)							
1	MOBILIZATION	1	LS	255,000.00	255,000.00	255,000.00	1.00	255,000.00		255,000.00	100%	-
2	CONSTRUCTION SURVEY	1	LS	17,750.00	17,750.00	17,750.00	1.00	17,750.00		17,750.00	100%	-
3	CLEARING AND GRUBBING	10	AC	1,515.00	15,150.00	15,150.00	10.00	15,150.00		15,150.00	100%	-
4	TOP SOIL, ONSITE	54000	CY	4.00	216,000.00	216,000.00	54,000.00	216,000.00		216,000.00	100%	-
5	SUBGRADE PREPARATION	187	SY	9.00	1,683.00	1,683.00	187.00	1,683.00		1,683.00	100%	-
6	SUBBASE, MODIFIED, 6"	227	TN	46.00	10,442.00	10,442.00	227.00	10,442.00		10,442.00	100%	-
7	ROCK REMOVAL	10	CY	435.00	4,350.00	4,350.00					0%	4,350.00
8	TRENCH FOUNDATION	10	TN	69.00	690.00	690.00					0%	690.00
9	CONCRETE ENCASMENT	10	LF	550.00	5,500.00	5,500.00	10.00	5,500.00		5,500.00	100%	-
10	SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 6"	10	LF	300.00	3,000.00	3,000.00	65.00	19,500.00		19,500.00	650%	(16,500.00)
11	SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 8"	10	LF	300.00	3,000.00	3,000.00	10.00	3,000.00		3,000.00	100%	-
12	SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 15", NORM BRY	381	LF	130.00	49,530.00	49,530.00	381.00	49,530.00		49,530.00	100%	-
13	SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 15", DEEP BRY	1092	LF	240.00	262,080.00	262,080.00	1,092.00	262,080.00		262,080.00	100%	-
14	TRUNK SEWER, GRAVITY MAIN, TRNCHED, 30"	14824	LF	169.00	2,505,256.00	2,505,256.00	14,824.00	2,505,256.00		2,505,256.00	100%	-
15	TRUNK SEWER, GRAVITY MAIN, PVC, TRNCHED, 30"	30	LF	470.00	14,100.00	14,100.00	30.00	14,100.00		14,100.00	100%	-
16	SAN OUTFALL SEWER, DIP, TRENCHED, 24"	20	LF	545.00	10,900.00	10,900.00					0%	10,900.00
17	SAN SEWER, FRC MIN, AND GRAVITY SWR, RJ, PVC, 14"	1906	LF	147.00	280,182.00	280,182.00	1,906.00	280,182.00		280,182.00	100%	-
18	SAN SEWER, FRC MIN, TRENCHLESS, RJ, PVC, 14"	6670	LF	172.00	1,147,240.00	1,147,240.00	6,670.00	1,147,240.00		1,147,240.00	100%	-
19	SAN SEWER, FRC MIN, TRENCHLESS, RJ, PVC, 14", CAS	1770	LF	570.00	1,008,900.00	1,008,900.00	1,770.00	1,008,900.00		1,008,900.00	100%	-
20	REMOVAL OF SAN SEWER, DIP, 6"	10	LF	115.00	1,150.00	1,150.00	10.00	1,150.00		1,150.00	100%	-
21	REMOVAL OF SAN SEWER, VCP, 8"	60	LF	40.00	2,400.00	2,400.00	17.00	680.00		680.00	28%	1,720.00
22	REMOVAL OF SAN SEWER, VCP, 10"	10	LF	40.00	400.00	400.00					0%	400.00
23	REMOVAL OF SAN SEWER, VCP, 15"	303	LF	40.00	12,120.00	12,120.00	298.00	11,920.00		11,920.00	98%	200.00
24	REMOVAL OF SAN SEWER OUTFALL, 24" DIP	20	LF	175.00	3,500.00	3,500.00					0%	3,500.00
25	SAN SEWER ABANDON, FILL, 8" VCP	2075	LF	15.00	31,125.00	31,125.00	1,785.00	26,775.00		26,775.00	86%	4,350.00
26	STORM SEWER TRENCHED, 12" RCP	20	LF	155.00	3,100.00	3,100.00					0%	3,100.00
27	REMOVAL OF STORM SEWER, RCP, 12"	20	LF	60.00	1,200.00	1,200.00					0%	1,200.00
28	14" DI 11.25 BEND, RJ, MI, BEND	4	EA	4,275.00	17,100.00	17,100.00	4.00	17,100.00		17,100.00	100%	-
29	14" DI 22 BEND, RJ, MI, BEND	4	EA	4,275.00	17,100.00	17,100.00	4.00	17,100.00		17,100.00	100%	-
30	14" DI 45 BEND, RJ, MI, BEND	12	EA	4,275.00	51,300.00	51,300.00	12.00	51,300.00		51,300.00	100%	-
31	SAN SEWER MANHOLE, SW-301, 48"	2	EA	14,500.00	29,000.00	29,000.00	2.00	29,000.00		29,000.00	100%	-
32	SAN SEWER MANHOLE, SW-301, 48" > 20" HEIGHT	4	EA	16,500.00	66,000.00	66,000.00	4.00	66,000.00		66,000.00	100%	-
33	SAN SEWER MANHOLE, SW-303, 48" MODIFIED	1	EA	28,500.00	28,500.00	28,500.00	1.00	28,500.00		28,500.00	100%	-
34	SAN SEWER MANHOLE, SW-301, 60" MODIFIED	21	EA	14,500.00	304,500.00	304,500.00	21.00	304,500.00		304,500.00	100%	-
35	SAN SEWER MANHOLE, SW-301, 72" MODIFIED	2	EA	18,250.00	36,500.00	36,500.00	2.00	36,500.00		36,500.00	100%	-
36	STILLING STRUCTURE	1	EA	247,769.00	247,769.00	247,769.00	1.00	247,769.00		247,769.00	100%	-
37	REMOVE MANHOLE	2	EA	1,200.00	2,400.00	2,400.00	2.00	2,400.00		2,400.00	100%	-
38	REMOVE MANHOLE, PARTIAL	6	EA	6,500.00	39,000.00	39,000.00	5.00	32,500.00		32,500.00	83%	6,500.00
39	EXTERNAL DROP CONNECTION	2	EA	27,500.00	45,000.00	45,000.00	2.00	45,000.00		45,000.00	100%	-
40	CLASS A ROAD SURFACING	113	TN	69.00	7,119.00	7,119.00	113.00	7,119.00		7,119.00	100%	-
41	TEMP TRAFFIC CONTROL	2	EA	9,550.00	19,100.00	19,100.00	2.00	19,100.00		19,100.00	100%	-
42	SEEDING, FERTILIZING, BFM MULCHING, TYPE-1	1	AC	5,800.00	5,800.00	5,800.00	0.50	2,900.00		2,900.00	50%	2,900.00
43	SEEDING, FERTILIZING, BFM MULCHING, TYPE-2	10	AC	5,555.00	55,550.00	55,550.00	3.25	18,053.75		18,053.75	33%	37,496.25

Progress Estimate - Unit Price Work

Owner: City of Nevada
 Engineer: HR Green
 Contractor: On Track Construction
 Project: Nevada WWTF Improvements - Phase 4
 Contract: Forcemain, Gravity Sewer & Fiber Installation

Contractor's Application for Payment

Owner's Project No.: 160473
 Engineer's Project No.: 2217NV
 Contractor's Project No.:

Application No.: 17		Application Period: From 02/27/24 to 04/10/24		Application Date: 04/11/24						
A Bid Item No.	B Description	C Contract Information			G Work Completed	H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		D Item Quantity	E Units	F Unit Price (\$)						
44	SEEDING, FERTILIZING, BFM MULCHING, TYPE-5	2	AC	8,100.00	-	-	-	-	0%	8,100.00
45	SWPPP MANAGEMENT	1	LS	7,575.00	1.00	7,575.00	7,575.00	7,575.00	100%	-
46	FILTER SOCK INSTALLATION, MAINTENANCE, REMOVAL	15000	LF	42,000.00	343.00	960.40	960.40	960.40	2%	41,039.60
47	SILT FENCE, INSTALL, MAINTENANCE, REMOVAL	15000	LF	27,000.00	36,127.00	65,028.60	65,028.60	65,028.60	241%	(38,028.60)
48	STABILIZED CONSTRUCTION ENTRANCE	8	EA	31,200.00	5.00	19,500.00	19,500.00	19,500.00	63%	11,700.00
49	REMOVAL/ REPLACE CHAIN FENCE, 6" W TYPE 1 BARB SA	645	LF	35.00	645.00	22,575.00	22,575.00	22,575.00	100%	-
50	REMOVAL/ REINSTALL FIELD FENCE	500	LF	56.00	162.00	9,072.00	9,072.00	9,072.00	32%	18,928.00
51	TEMP SECURITY FENCE, CHAIN LINK	800	LF	7.00	800.00	5,600.00	5,600.00	5,600.00	100%	-
52	CONCRETE WASHOUT	1	EA	2,525.00	1	2,525.00	-	-	0%	2,525.00
53	EXISTING UTILITY TEMP SUPPORT	7	EA	3,750.00	4.00	15,000.00	15,000.00	15,000.00	57%	11,250.00
54	TILE REPAIR	300	LF	65.00	1,322.60	85,969.00	85,969.00	85,969.00	441%	(66,469.00)
55	TEMP BYPASS PUMP MH-130	1	EA	41,500.00	1.00	41,500.00	41,500.00	41,500.00	100%	-
56	TEMP BYPASS PUMP MH-160	1	EA	49,000.00	1.00	49,000.00	49,000.00	49,000.00	100%	-
57	TEMP BYPASS PUMP OUTFALL SEWER	1	EA	44,500.00	1.00	44,500.00	44,500.00	44,500.00	100%	-
58	REMOVE EXISTING SIGN	1	LS	500.00	1.00	500.00	500.00	500.00	100%	-
59	HANDOLE, INSTALLED	14	EA	1,850.00	13.00	24,050.00	24,050.00	24,050.00	93%	1,850.00
60	1 1/4" HDPE CONDUIT, INSTALLED (VIA HDD)	4673	LF	14.00	4,673.00	65,422.00	65,422.00	65,422.00	100%	-
61	UG FIBER OPTIC, INSTALLED	7202	LF	3.50	25,207.00	25,207.00	-	-	0%	25,207.00
62	AERIAL FIBER OPTIC CABLE, INSTALLED	17668	LF	5.50	97,174.00	97,174.00	38,826.15	38,826.15	40%	58,347.85
63	GUY AND ANCHOR, INSTALLED	8	EA	500.00	4,400.00	4,400.00	-	-	0%	4,400.00
64	RISER, INSTALLED	2	EA	500.00	1,000.00	1,000.00	-	-	0%	1,000.00
65	POLE INSTALLED	1	EA	2,000.00	2,000.00	2,000.00	-	-	0%	2,000.00
				Original Contract Totals:		\$ 7,414,414.00	\$ 38,826.15	\$ 7,271,757.90	98%	\$ 142,656.10

Stored Materials Summary

Owner: City of Nevada
 Engineer: JHR Green
 Contractor: On Track Construction
 Project: Nevada WWTF Improvements - Phase 4
 Contract: Forcemain, Gravity Sewer & Fiber Installation

Owner's Project No.: 160473
 Engineer's Project No.: 2217NV
 Contractor's Project No.:

Contractor's Application for Payment

Application No.: 17		Application Period: From 02/27/24 to 04/10/24										Application Date: 04/11/24		
A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G Materials Stored			J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J+K) (\$)	M Materials Remaining in Storage (I-L) (\$)		
						H Amount Stored this Period (\$)	I Amount Stored to Date (G+H) (\$)							
12	Q512448	4010-1	15" A2000 PIPE & ACC, 400 FT	CITY YARD	1	8,393.00	8,393.00	8,393.00	8,393.00	8,393.00	8,393.00	-		
13	Q512448	4010-1	15" A2000 PIPE & ACC, 1112 FT	CITY YARD	1	23,015.24	23,015.24	23,015.24	23,015.24	23,015.24	23,015.24	-		
18	Q512449	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00	84,600.00	84,600.00	84,600.00	84,600.00	84,600.00	-		
17	R387174	4010-2	14" C900 RJ, 40' PCS, 640 FT	CITY YARD	1	45,120.00	45,120.00	45,120.00	45,120.00	45,120.00	45,120.00	-		
18	R387174	4010-2	14" C900 RJ, 20' PCS, 480 FT	CITY YARD	1	40,080.00	40,080.00	40,080.00	40,080.00	40,080.00	40,080.00	-		
17	R387204	4010-2	14" C900 RJ, 20' PCS, 1200 FT	CITY YARD	1	100,200.00	100,200.00	100,200.00	100,200.00	100,200.00	100,200.00	-		
19	R387212	4010-2	14" C900 RJ, 20' PCS, 1200 FT	CITY YARD	1	100,200.00	100,200.00	100,200.00	100,200.00	100,200.00	100,200.00	-		
18	R387217	4010-2	14" C900 RJ, 40' PCS, 40 FT	CITY YARD	1	2,820.00	2,820.00	2,820.00	2,820.00	2,820.00	2,820.00	-		
17	R387217	4010-2	14" C900 RJ, 20' PCS, 300 FT	CITY YARD	1	25,050.00	25,050.00	25,050.00	25,050.00	25,050.00	25,050.00	-		
19	R387217	4010-2	14" C900 RJ, 20' PCS, 600 FT	CITY YARD	1	50,100.00	50,100.00	50,100.00	50,100.00	50,100.00	50,100.00	-		
18	R389262	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00	84,600.00	84,600.00	84,600.00	84,600.00	84,600.00	-		
18	R389276	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00	84,600.00	84,600.00	84,600.00	84,600.00	84,600.00	-		
18	R389284	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00	84,600.00	84,600.00	84,600.00	84,600.00	84,600.00	-		
18	R395992	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00	84,600.00	84,600.00	84,600.00	84,600.00	84,600.00	-		
19	P0094477	3020-1	24" CASING, 480 FT	ON TRACK YARD	1	28,560.00	28,560.00	28,560.00	28,560.00	28,560.00	28,560.00	-		
19	P0094473	3020-1	24" CASING, 480 FT	ON TRACK YARD	1	28,560.00	28,560.00	28,560.00	28,560.00	28,560.00	28,560.00	-		
19	P0094470	3020-1	30" CASING, 600 FT	ON TRACK YARD	1	70,200.00	70,200.00	70,200.00	70,200.00	70,200.00	70,200.00	-		
19	P0094494	3020-1	24" CASING, 220 FT	ON TRACK YARD	1	13,090.00	13,090.00	13,090.00	13,090.00	13,090.00	13,090.00	-		
19	P0094485	3020-1	30" CASING, 80 FT	ON TRACK YARD	1	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	-		
32	UFV13696-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	17,986.80	17,986.80	17,986.80	17,986.80	17,986.80	17,986.80	-		
31	UFV7500-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	9,433.87	9,433.87	9,433.87	9,433.87	9,433.87	9,433.87	-		
32	UFV7500-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	2,913.00	2,913.00	2,913.00	2,913.00	2,913.00	2,913.00	-		
33	UFV7500-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	5,929.13	5,929.13	5,929.13	5,929.13	5,929.13	5,929.13	-		
34	UFV6596-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	10,781.45	10,781.45	10,781.45	10,781.45	10,781.45	10,781.45	-		
16	R030166	4010-5	24" DIP PARTS	JOBSITE	2	9,810.00	9,810.00	9,810.00	9,810.00	9,810.00	9,810.00	-		
18	R030166	4010-6	FITTINGS FOR FORCEMAIN	JOBSITE	2	22,933.60	22,933.60	22,933.60	22,933.60	22,933.60	22,933.60	-		
28	R030166	4010-6	FORCEMAIN FITTINGS	JOBSITE	2	1,805.28	1,805.28	1,805.28	1,805.28	1,805.28	1,805.28	-		
30	R030166	4010-6	FORCEMAIN FITTINGS	JOBSITE	2	8,792.85	8,792.85	8,792.85	8,792.85	8,792.85	8,792.85	-		
39	R030166	4010-6	DROP CONNECTION PARTS	JOBSITE	2	7,400.00	7,400.00	7,400.00	7,400.00	7,400.00	7,400.00	-		
31	R030166	6010-2	MANHOLE CASTINGS	JOBSITE	2	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	-		
32	R030166	6010-2	MANHOLE CASTINGS	JOBSITE	2	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	-		
33	R030166	6010-2	MANHOLE CASTINGS	JOBSITE	2	687.50	687.50	687.50	687.50	687.50	687.50	-		
34	R030166	6010-2	MANHOLE CASTINGS	JOBSITE	2	14,437.50	14,437.50	14,437.50	14,437.50	14,437.50	14,437.50	-		
35	R030166	6010-2	MANHOLE CASTINGS	JOBSITE	2	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	-		
19	R619851	3020-2	CASING SPACERS & END SEALS	ON TRACK SHOP	2	43,660.00	43,660.00	43,660.00	43,660.00	43,660.00	43,660.00	-		
14	R753415	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	537,796.36	537,796.36	537,796.36	537,796.36	537,796.36	537,796.36	-		
14	R784249	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	282,517.20	282,517.20	282,517.20	282,517.20	282,517.20	282,517.20	-		
14	R792241	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	78,477.00	78,477.00	78,477.00	78,477.00	78,477.00	78,477.00	-		
14	R794132	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	226,013.76	226,013.76	226,013.76	226,013.76	226,013.76	226,013.76	-		
28	R795100	4010-6	14" MI BENDS, 11.25 DEG (2 EA)	JOBSITE	3	3,610.56	3,610.56	3,610.56	3,610.56	3,610.56	3,610.56	-		
29	R795100	4010-6	14" MI BENDS, 22.5 DEG (4 EA)	JOBSITE	3	7,093.44	7,093.44	7,093.44	7,093.44	7,093.44	7,093.44	-		
10	R795100	4010-1	15" x 6" SERVICE FITTING (1 EA)	JOBSITE	3	550.00	550.00	550.00	550.00	550.00	550.00	-		
19	R845823	3020-2	CASING SPACERS & END SEALS	JOBSITE	3	34,200.00	34,200.00	34,200.00	34,200.00	34,200.00	34,200.00	-		
34	3846226-00	6010-1	60" PRECAST SAN. MH	JOBSITE	3	7,017.20	7,017.20	7,017.20	7,017.20	7,017.20	7,017.20	-		
35	3846226-00	6010-1	72" PRECAST SAN. MH	JOBSITE	3	12,191.60	12,191.60	12,191.60	12,191.60	12,191.60	12,191.60	-		
34	3846223-00	6010-1	60" PRECAST SAN. MH	JOBSITE	3	13,347.36	13,347.36	13,347.36	13,347.36	13,347.36	13,347.36	-		

Contractor's Application for Payment

Stored Materials Summary

Owner: City of Nevada
 Engineer: HR Green
 Contractor: On Track Construction
 Project: Nevada WWTF Improvements - Phase 4
 Contract: Forcemain, Gravity Sewer & Fiber Installation

Owner's Project No.: 160473
 Engineer's Project No.: 2217NV
 Contractor's Project No.:

Application No.:	Application Period: From 02/27/24 to 04/10/24										Application Date: 04/11/24		
	A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)	
34	3856124-00	6010-1	60" PRECAST SAN. MH	JOBSITE	4	21,932.92	2,869.07	21,932.92	2,869.07	21,932.92	21,932.92	-	
35	3856124-00	6010-1	72" PRECAST SAN. MH	JOBSITE	4	2,869.07	15,589.05	15,589.05	15,589.05	15,589.05	15,589.05	-	
34	3856148-00	6010-1	60" PRECAST SAN. MH	JOBSITE	4	15,589.05	8,801.35	8,801.35	8,801.35	8,801.35	8,801.35	-	
35	3856148-00	6010-1	72" PRECAST SAN. MH	JOBSITE	4	8,801.35	6,996.78	6,996.78	6,996.78	6,996.78	6,996.78	-	
15	R928833	4010-1	30" PVC SEWER PIPE	SHOP EAST YARD	4	1,805.28	1,805.28	1,805.28	1,805.28	1,805.28	1,805.28	-	
28	R928833	4010-6	FORCEMAIN FITTINGS	SHOP EAST YARD	4	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	-	
39	R928833	4010-6	DROP CONNECTION PARTS	SHOP EAST YARD	4	2,300.00	8,364.40	8,364.40	8,364.40	8,364.40	8,364.40	-	
17	S069026	4010-2	FORCEMAIN MISC. FITTINGS	CITY YARD	4	8,364.40	8,364.40	8,364.40	8,364.40	8,364.40	8,364.40	-	
34	S069026	6010-2	MANHOLE CASTINGS	JOBSITE	4	875.00	875.00	875.00	875.00	875.00	875.00	-	
30	S069026	4010-6	FORCEMAIN FITTINGS	JOBSITE	4	12,309.99	12,309.99	12,309.99	12,309.99	12,309.99	12,309.99	-	
34	3868965-00	6010-1	60" PRECAST SAN. MH	JOBSITE	6	25,407.57	25,407.57	25,407.57	25,407.57	25,407.57	25,407.57	-	
34	3868999-00	6010-1	60" PRECAST SAN. MH	JOBSITE	6	27,388.79	27,388.79	27,388.79	27,388.79	27,388.79	27,388.79	-	
34	3871829-00	6010-1	60" PRECAST SAN. MH	JOBSITE	7	25,159.19	25,159.19	25,159.19	25,159.19	25,159.19	25,159.19	-	
34	3874702-00	6010-1	60" PRECAST SAN. MH	JOBSITE	7	3,763.40	3,763.40	3,763.40	3,763.40	3,763.40	3,763.40	-	
34	3878492-00	6010-1	60" PRECAST SAN. MH	JOBSITE	8	9,830.60	9,830.60	9,830.60	9,830.60	9,830.60	9,830.60	-	
62	613376725	271523	FIBER MATERIALS	PRICE SHOP	15	38,826.15	38,826.15	38,826.15	38,826.15	38,826.15	38,826.15	-	
Totals						\$ 2,506,092.09	\$ 38,826.15	\$ 2,544,918.24	\$ 2,506,092.09	\$ -	\$ 2,506,092.09	\$ 38,826.15	

RESOLUTION NO. 079 (2023/2024)

**A RESOLUTION ACCEPTING WWTF IMPROVEMENTS-PHASE 4 AS
SUBSTANTIALLY COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with On Track Construction, LLC to construct the Waste Water Treatment Facility Improvements – Phase 4 Project on March 28, 2022; and

WHEREAS, the project has now been substantially completed by the contractor, and inspected by HR Green Engineers and City staff and recommended for approval by HR Green Engineers; and

WHEREAS, the completed total contract price is \$7,687,221.69; and

WHEREAS, HR Green and City staff have found that this project has been completed in substantial conformance with the contract documents and recommend acceptance of the work completed to date. The Certificate of Substantial Completion and Owner’s Acceptance of Work is submitted for execution; and

WHEREAS, A portion of the Work does remain incomplete. HR Green recommends allowing installation of the remaining fiber optic cable and hardware; terminations at the WWTF and lift station; and testing to be completed after Substantial Completion and prior to Final Acceptance. This work is listed as a prerequisite for Substantial Completion in the contract documents; however, given the delay with the Phase 3 Work, On Track is unable to perform these remaining items at this time. A date when this work could be performed is unknown. HR Green recommends this work is performed once the Phase 3 work will allow for a “complete” installation and testing of the fiber optic system. The fiber optic system is not necessary for physical use of the dual force mains or gravity trunk sewer that is installed to convey wastewater from the lift station to the WWTF; and

WHEREAS, The Contract Substantial Completion date is June 9, 2023. The City may assess liquidated damages per the Contract as the Work was not completed and ready for its intended use by this date. HR Green notes that the Phase 2 and 3 portions of the overall project were not substantially complete or ready for their respective intended uses on June 9, 2023, or April 12, 2024. Therefore, HR Green recommends no assessment of liquidated damages with respect to Substantial Completion of the project; and

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

1. The Waste Water Treatment Facility Improvements – Phase 4 Project has been Substantially Completed to date. City Council approves HR Green recommendation for the approval of the enclosed Certificate of Substantial Completion and release retainage in the amount of \$374,918.47. The project is

Substantially completed in conformance with the construction documents and is hereby accepted; and the Statement of Substantial Completion Certificate be approved and executed by the Mayor.

RESOLVED this 22nd day of April, 2024, by the City Council of the City of Nevada, Iowa.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk



▶ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 + Fax 515.278.1846

HRGREEN.COM

April 17, 2024

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

Re: WWTF Improvements – Phase 4: Substantial Completion Recommendation

Dear Jordan:

HR Green has reviewed On Track Construction's request for Substantial Completion and recommends that the City of Nevada, Iowa issues Substantial Completion for the above referenced project as of April 12, 2024. See enclosed request and Certificate of Substantial Completion. Issuance of Substantial Completion allows for On Track to request partial release of retainage on the project.

A portion of the Work does remain incomplete. HR Green recommends allowing installation of the remaining fiber optic cable and hardware; terminations at the WWTF and lift station; and testing to be completed after Substantial Completion and prior to Final Acceptance. This work is listed as a prerequisite for Substantial Completion in the contract documents; however, given the delay with the Phase 3 Work, On Track is unable to perform these remaining items at this time. A date when this work could be performed is unknown. HR Green recommends this work is performed once the Phase 3 work will allow for a "complete" installation and testing of the fiber optic system. The fiber optic system is not necessary for physical use of the dual force mains or gravity trunk sewer that is installed to convey wastewater from the lift station to the WWTF.

The Contract Substantial Completion date is June 9, 2023. The City may assess liquated damages per the Contract as the Work was not completed and ready for its intended use by this date. HR Green notes that the Phase 2 and 3 portions of the overall project were not substantially complete or ready for their respective intended uses on June 9, 2023, or April 12, 2024. Therefore, HR Green recommends no assessment of liquated damages with respect to Substantial Completion of the project.

Please execute and return the enclosed Certificate of Substantial Completion if approved by the City Council.

Sincerely,
HR GREEN, INC.

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

Michael Roth, P.E.
Project Manager

Enclosures

Cc: Matt Runge, On Track Construction (via email)
Kerin Wright, City (via email)
Harold See, City (via email)
Jim Oppelt, IDNR (via email)

Certificate of Substantial Completion

Project: Nevada Wastewater Treatment Facility Improvements – Phase 4

Owner: City of Nevada

Owner's Contract No.: 160473

Contract: On Track Construction, LLC

Engineer's Project No.: 160473.04

This Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

04/12/2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities

Not Amended

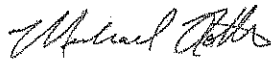
Owner's Amended Responsibilities: None

Contractor's Amended Responsibilities: None

The following documents are attached to and made part of this Certificate:

The attached punch list for the Nevada Wastewater Treatment Facility Improvements – Phase 4.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



4/17/24

Executed by Engineer

Date



Accepted by Contractor

4/17/24

Date

Accepted by Owner

Date

160473

CONTRACT NO.: Nevada Wastewater Treatment Facility Improvements - Phase 4
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 4
 GENERAL CONTRACTOR: On Track Construction, LLC
 CM Firm: HR Green
 RE Name: Dan Sorrem

PUNCH LIST

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	4/12/2024	Install fiber optic cable, hardware, terminations, and testing as required by the Contract Documents.	Fiber Optic alignment, WWTF, Lift Station	On Track				
2	4/12/2024	Submit AIS documentation to HRG at completion of project	NA	On Track				
3	4/12/2024	Submit as-built information to HRG at completion of project.	NA	On Track				



April 12, 2024

To: City of Nevada/ HR Green

RE: Request for Substantial Completion Status on Nevada WWTF Phase 4

On Track Construction requests that the Nevada Wastewater Treatment Plant Phase 4 project be considered substantially complete. The fiber work that remains has been held up by the phase 3 construction delays. This remaining work cannot be completed until phase 3 is nearing completion, and that date is not yet clear. With exception to this fiber, our phase 4 project is complete and ready for service.

Regards,

A handwritten signature in black ink, consisting of the letters "M" and "R" connected by a horizontal line, with a long horizontal stroke extending to the right.

Matt Runge, President
On Track Construction, LLC



April 17, 2024

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

Re: Nevada WWTF Improvements – Phase 4: Recommendation on Contractor's Application for Payment No. 18
– Partial Release of Retainage

Dear Jordan:

Attached is an electronic copy of Payment Application No. 18 from OnTrack Construction, LLC for the Nevada WWTF Improvements – Phase 4 project. Items included in this application are summarized as follows:

- **Release of Retainage for Work Completed to Date**

Based on the above, the total for Pay Application No. 18 is \$374,918.47.

As of this Pay Application, OnTrack Construction, LLC has been paid approximately 98% of the contract.

Iowa Code Chapter 573 allows for partial release of retainage upon issuance of Substantial Completion and filing of required notices by the Contractor (On Track). On Track has provided a copy of the required notice they sent to their subcontractors and suppliers for this project (enclosed).

The Iowa Code also allows the governmental entity (City) to withhold up to an amount equal to 200-percent of the value of the labor or materials yet to be provided. As discussed on April 16, 2024, there is a portion of the Work that is incomplete as noted in the April 17, 2024 Substantial Completion recommendation letter with a scheduled value of \$98,324.85. Up to 200-percent of this value may be withheld from the requested partial release of retainage. The discussion noted that payment has not been made to date for this Work. From that discussion HR Green's understanding is the City will withhold only the current Stored Materials retainage amount (\$1,941.31) from the request. Five-percent retainage shall be withheld in subsequent payment applications for additional work completed to be paid after Final Acceptance of the project.

Though not required by Iowa Code, HR Green requested a form of documentation (e.g. lien waivers or written affidavit) from On Track's subcontractors for release of any claims related to the completed Work and subsequent release of retainage. This documentation was obtained and is enclosed.



We have reviewed Payment Application No. 18, discussed the City's options to withhold retained funds for work not completed, and find the requested items acceptable. Therefore, we recommend full payment of Payment Application No. 18 as submitted by OnTrack Construction, LLC. Please execute the pay application and distribute copies to all parties. Per Iowa Code, the approved amount of retained funds released shall be paid to the contractor within 30 days.

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 blue ink, appearing to read 'Michael Roth'.

Michael Roth, P.E.
Project Manager

Cc : Kerin Wright, City Clerk (via email)
Harold See, WWTF Superintendant (via email)
Matt Runge, OnTrack Construction, LLC (via email)



1435 West F Ave
 PO Box 524
 Nevada IA 50201
 Ph: (888) 850-0208 - Fax: (800) 284-6938

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN
 (AFTER FORTHCOMING RECEIPT OF 5% RETAINAGE WITHHELD)

Project/Owner/Engineer

Subcontractor

Project: Nevada WWTF Phase 4
 Owner: City of Nevada, Iowa
 Engineer: HR Green

Name: Skol Trucking
 Address: 5421 NW Beaver Dr.
Johnston, IA 50124

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:

Five hundred sixty-seven dollars and 50 cents Dollars (\$ 567.50) constitutes the entire *unpaid* balance due (consisting of 5% retainage held) the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 21 day of April, 2024

SKOL TRUCKING
 Contractor

Witness to Signature:

Melissa Jones

By: [Signature]

Title: Operations Manager



1435 West F Ave
PO Box 524
Nevada IA 50201
Ph: (888) 850-0208 - Fax: (800) 284-6938

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN
(AFTER FORTHCOMING RECEIPT OF 5% RETAINAGE WITHHELD)

Project/Owner/Engineer

Subcontractor

Project: Nevada WWTF Phase 4

Name: EverLast Rehab

Owner: City of Nevada, Iowa

Address: 2063 120th St.

Engineer: HR Green

Milltown, WI 54858

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:
One thousand, nine hundred twenty-four dollars and 63 cents Dollars (\$ 1,924.63) constitutes the entire ***unpaid*** balance due (consisting of 5% retainage held) the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 11 day of April, 2024

EverLast Rehab
Contractor

Witness to Signature:

By: Shane Egge

Title: President



1435 West F Ave
PO Box 524
Nevada IA 50201
Ph: (888) 850-0208 - Fax: (800) 284-6938

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN
(AFTER FORTHCOMING RECEIPT OF 5% RETAINAGE WITHHELD)

Project/Owner/Engineer

Subcontractor

Project: Nevada WWTF Phase 4
Owner: City of Nevada, Iowa
Engineer: HR Green

Name: Bolton & Menk
Address: 1519 Baltimore Dr.
Ames, IA 50010

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:

One thousand, seventy-three dollars and 8 cents Dollars (\$ 1,073.08) constitutes the entire **unpaid** balance due (consisting of 5% retainage held) the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 12th day of April, 2024

Bolton & Menk, Inc

DocuSigned by: Contractor

By: Bradley C. DeWolf

Title: President/CEO

Witness to Signature:

Patti Torgerson



1435 West F Ave
 PO Box 524
 Nevada IA 50201
 Ph: (888) 850-0208 - Fax: (800) 284-6938

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN
 (AFTER FORTHCOMING RECEIPT OF 5% RETAINAGE WITHHELD)

Project/Owner/Engineer

Subcontractor

Project: Nevada WWTF Phase 4
 Owner: City of Nevada, Iowa
 Engineer: HR Green

Name: Elder Corporation
 Address: 5088 E. University Ave.
Des Moines, IA 50327

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:
 Eleven thousand, one hundred thirty-one dollars and 58 cents Dollars (\$ 11,131.58*) constitutes the entire *unpaid* balance due (consisting of 5% retainage held) the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

* As of 4/12/2024 - Elder Corporation has been paid in full on this project.

Dated this 12 day of April, 2024

Elder Corporation
 Contractor
 By: [Signature]
 Title: Controller

Witness to Signature:

[Signature]



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 PO Box 524
 Nevada IA 50201
 Ph: (888) 850-0208 - Fax: (800) 284-6938

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN
 (AFTER FORTHCOMING RECEIPT OF 5% RETAINAGE WITHHELD)

Project/Owner/Engineer

Subcontractor

Project: Nevada WWTF Phase 4
 Owner: City of Nevada, Iowa
 Engineer: HR Green

Name: Iowa Plains Signing
 Address: 1110 W. 6th Ave.
Slater, IA 50244

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:
 One thousand, nine hundred thirty-one dollars and 75 cents Dollars (\$ 1,931.75) constitutes the entire *unpaid* balance due (consisting of 5% retainage held) the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 12 day of April, 2024

Iowa Plains Signing
 Contractor

Witness to Signature:

[Handwritten Signature]

By: [Handwritten Signature]

Title: Estimator

10% TC owed



1435 West F Ave
 PO Box 524
 Nevada IA 50201
 Ph: (888) 850-0208 - Fax: (800) 284-6938

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN
 (AFTER FORTHCOMING RECEIPT OF 5% RETAINAGE WITHHELD)

Project/Owner/Engineer

Subcontractor

Project: Nevada WWTF Phase 4
 Owner: City of Nevada, Iowa
 Engineer: HR Green

Name: Midwest Augers
 Address: 625 Nile Kinnick Drive South
Adel, IA 50003

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:
 Thirty-One thousand, three hundred seventy-six dollars and 00 cents Dollars (\$ 31,376.00) constitutes the entire **unpaid** balance due (consisting of 5% retainage held) the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 15th day of April, 2024

Midwest Augers, Inc.

Contractor

By: Valerie Sutton 

Title: President

Witness to Signature:

Change Order for \$160,000.00 has not been paid and is unwaived.



1435 West F Ave
 PO Box 524
 Nevada IA 50201
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CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN
 (AFTER FORTHCOMING RECEIPT OF 5% RETAINAGE WITHHELD)

Project/Owner/Engineer

Subcontractor

Project: Nevada WWTF Phase 4

Name: Price Electric

Owner: City of Nevada, Iowa

Address: 405 North Troy Rd.

Engineer: HR Green

Robins, IA 52328

TO ALL WHOM IT MAY CONCERN:

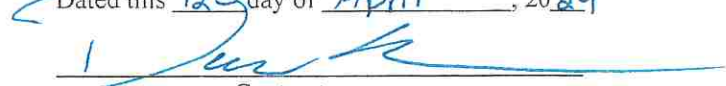
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project as completed to date, and any and all other property owned by or the title to which is in the name of the above- referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project as completed to date, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project as completed to date, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project as completed to date or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:

Nine thousand, eight hundred thirty dollars and 00 cents Dollars (\$ 9,830.00) constitutes the entire

unpaid balance due (consisting of 5% retainage held) the undersigned in connection with said project as completed to date whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project as completed to date. As of this date, the project is not 100% complete due to Phase 3 construction delays. An additional release and waiver of lien will need to be executed after completion of remaining work as required per the contract. All releases of any and all liens, claims and rights to liens against the above-mentioned project are subject only to portions of work completed as of the date of the below signature by Contractor.

Notwithstanding the foregoing, this waiver and release specifically excludes; Retainage, Pending COR's, Disputed COR's, Delays and Cumulative Damages.

Dated this 12th day of April, 2024

 Contractor

Witness to Signature:


By: Darren Kriener
 Title: Sr Project Manager



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Nevada IA 50201
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CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN
(AFTER FORTHCOMING RECEIPT OF 5% RETAINAGE WITHHELD)

Project/Owner/Engineer

Subcontractor

Project: Nevada WWTF Phase 4

Name: Summers Enterprises

Owner: City of Nevada, Iowa

Address: 1776 Buchanan Delaware Ave.

Engineer: HR Green

Masonville, IA 50654

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:
Twenty-two thousand, nine hundred ten dollars and 00 cents Dollars (\$ 22,910.00) constitutes the entire unpaid balance due (consisting of 5% retainage held) the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 12 day of April, 2024

Summers' Enterprise Inc
Contractor

By: Angela Summers

Title: Secretary

Witness to Signature:

Debbie Summers



1435 West F Ave
 PO Box 524
 Nevada IA 50201
 Ph: (888) 850-0208 - Fax: (800) 284-6938

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN
(AFTER FORTHCOMING RECEIPT OF 5% RETAINAGE WITHHELD)

Project/Owner/Engineer

Subcontractor

Project: Nevada WWTF Phase 4
 Owner: City of Nevada, Iowa
 Engineer: HR Green

Name: Absolute Group
 Address: 1800 Burr Oak Blvd.
Granger, IA 50109

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:
Four thousand, five hundred thirteen dollars and 18 cents Dollars (\$ 4,513.18) constitutes the entire *unpaid* balance due (consisting of 5% retainage held) the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 12 day of April, 2024

Absolute Group
 Contractor

By: [Signature]
 Title: Project Coordinator

Witness to Signature:

[Signature]



1435 West F Ave
 PO Box 524
 Nevada IA 50201
 Ph: (888) 850-0208 - Fax: (800) 284-6938

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN
 (AFTER FORTHCOMING RECEIPT OF 5% RETAINAGE WITHHELD)

Project/Owner/Engineer

Subcontractor

Project: Nevada WWTF Phase 4
 Owner: City of Nevada, Iowa
 Engineer: HR Green

Name: American Fence Company of Iowa, Inc.
 Address: 6300 NW Beaver Dr.
Johnston, IA 50131

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:

One thousand, three hundred forty-four dollars and 74 cents Dollars (\$ 1,344.74) constitutes the entire *unpaid* balance due (consisting of 5% retainage held) the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 16th day of April, 2024
American Fence Company of Iowa
 Contractor

Witness to Signature:

By: Dawn M. McPherson
 Title: Dawn M. McPherson
Senior Controller

Contractor's Application for Payment

Owner: <u>City of Nevada</u>	Owner's Project No.: _____
Engineer: <u>HR Green</u>	Engineer's Project No.: <u>160473</u>
Contractor: <u>On Track Construction</u>	Contractor's Project No.: <u>2217NV</u>
Project: <u>Nevada WWTF Improvements - Phase 4</u>	
Contract: <u>Forcemain, Gravity Sewer & Fiber Installation</u>	
Application No.: <u>18 RET</u>	Application Date: <u>4/11/2024</u>
Application Period: From <u>2/27/2024</u> to <u>4/10/2024</u>	

1. Original Contract Price	\$ 7,414,414.00
2. Net change by Change Orders	\$ 272,807.69
3. Current Contract Price (Line 1 + Line 2)	\$ 7,687,221.69
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 7,537,195.59
5. Retainage	
a. <u>0%</u> X \$ <u>7,498,369.44</u> Work Completed - Stored	\$ _____
b. <u>5%</u> X \$ <u>38,826.15</u> Stored Materials	\$ 1,941.31
c. Total Retainage (Line 5.a + Line 5.b)	\$ 1,941.31
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 7,535,254.28
7. Less previous payments (Line 6 from prior application)	\$ 7,160,335.81
8. Amount due this application	\$ 374,918.47
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 151,967.41

Contractor's Certification

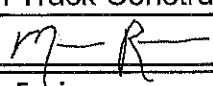
The undersigned Contractor certifies, to the best of its knowledge, the following:

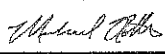
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: On Track Construction, LLC

Signature:  **Date:** 4-16-24

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>4/17/24</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Nevada
Engineer: HR Green
Contractor: On Track Construction
Project: Nevada WWTF Improvements - Phase 4
Contract: Foremain, Gravity Sewer & Fiber Installation

Owner's Project No.: 160473
Engineer's Project No.: 2217NV
Contractor's Project No.:

Application No.: 18 Partial Ret **Application Period:** 04/10/24 to 04/10/24 **Application Date:** 04/11/24

A Bid Item No.	B Description	C From	D Units	E Contract Information		F Value of Bid Item (C X E)	G Work Completed Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G)	I Materials Currently Stored (not in G)	J Work Completed and Materials Stored to Date (H + I)	K % of Value of Item (I / F)	L Balance to Finish (F - J)
				Item Quantity	Unit Price (\$)							
Original Contract												
1	MOBILIZATION	1	LS	255,000.00	255,000.00	1.00	255,000.00	255,000.00		255,000.00	100%	-
2	CONSTRUCTION SURVEY	1	LS	17,750.00	17,750.00	1.00	17,750.00	17,750.00		17,750.00	100%	-
3	CLEARING AND GRUBBING	10	AC	1,515.00	15,150.00	10.00	15,150.00	15,150.00		15,150.00	100%	-
4	TOP SOIL, ON SITE	54000	CY	4.00	216,000.00	54,000.00	216,000.00	216,000.00		216,000.00	100%	-
5	SUBGRADE PREPARATION	187	SY	9.00	1,683.00	187.00	1,683.00	1,683.00		1,683.00	100%	-
6	SUBBASE, MODIFIED, 6"	227	TN	46.00	10,442.00	227.00	10,442.00	10,442.00		10,442.00	100%	-
7	ROCK REMOVAL	10	CY	435.00	4,350.00						0%	4,350.00
8	TRENCH FOUNDATION	10	TN	69.00	690.00						0%	690.00
9	CONCRETE ENCASMENT	10	LF	550.00	5,500.00	10.00	5,500.00	5,500.00		5,500.00	100%	-
10	SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 6"	10	LF	300.00	3,000.00	65.00	19,500.00	19,500.00		19,500.00	650%	(16,500.00)
11	SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 8"	10	LF	300.00	3,000.00	10.00	3,000.00	3,000.00		3,000.00	100%	-
12	SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 15", NORM BRY	381	LF	130.00	49,530.00	381.00	49,530.00	49,530.00		49,530.00	100%	-
13	SAN SEWER, GRAVITY MAIN, PVC, TRENCHED, 15", DEEP BRY	1092	LF	240.00	262,080.00	1,092.00	262,080.00	262,080.00		262,080.00	100%	-
14	TRUNK SEWER, GRAVITY MAIN, TRNCHED, 30"	14824	LF	169.00	2,505,256.00	14,824.00	2,505,256.00	2,505,256.00		2,505,256.00	100%	-
15	TRUNK SEWER, GRAVITY MAIN, PVC, TRNCHED, 30"	30	LF	470.00	14,100.00	30.00	14,100.00	14,100.00		14,100.00	100%	-
16	SAN OUTFALL SEWER, DIP, TRENCHED, 24"	20	LF	545.00	10,900.00						0%	10,900.00
17	SAN SEWER, FRC MN, AND GRAVITY SWR, RJ, PVC, 14"	1906	LF	147.00	280,182.00	1,906.00	280,182.00	280,182.00		280,182.00	100%	-
18	SAN SEWER, FRC MN, TRENCHLESS, RJ, PVC, 14"	6670	LF	172.00	1,147,240.00	6,670.00	1,147,240.00	1,147,240.00		1,147,240.00	100%	-
19	SAN SEWER, FRC MN, TRENCHLESS, RJ, PVC, 14", CAS	1770	LF	570.00	1,008,900.00	1,770.00	1,008,900.00	1,008,900.00		1,008,900.00	100%	-
20	REMOVAL OF SAN SEWER, DIP, 6"	10	LF	115.00	1,150.00	10.00	1,150.00	1,150.00		1,150.00	100%	-
21	REMOVAL OF SAN SEWER, VCP, 8"	60	LF	40.00	2,400.00	17.00	680.00	680.00		680.00	28%	1,720.00
22	REMOVAL OF SAN SEWER, VCP, 10"	10	LF	40.00	400.00						0%	400.00
23	REMOVAL OF SAN SEWER, VCP, 15"	303	LF	40.00	12,120.00	298.00	11,920.00	11,920.00		11,920.00	98%	200.00
24	REMOVAL OF SAN SEWER, OUTFALL, 24" DIP	20	LF	175.00	3,500.00						0%	3,500.00
25	SAN SEWER ABANDON, FILL, 8" VCP	2075	LF	15.00	31,125.00	1,785.00	26,775.00	26,775.00		26,775.00	86%	4,350.00
26	STORM SEWER TRENCHED, 12" RCP	20	LF	155.00	3,100.00						0%	3,100.00
27	REMOVAL OF STORM SEWER, RCP, 12"	20	LF	60.00	1,200.00						0%	1,200.00
28	14" DI, 11.25 BEND, RJ, MJ, BEND	4	EA	4,275.00	17,100.00	4.00	17,100.00	17,100.00		17,100.00	100%	-
29	14" DI, 22 BEND, RJ, MJ, BEND	4	EA	4,275.00	17,100.00	4.00	17,100.00	17,100.00		17,100.00	100%	-
30	14" DI, 45 BEND, RJ, MJ, BEND	12	EA	4,275.00	51,300.00	12.00	51,300.00	51,300.00		51,300.00	100%	-
31	SAN SEWER MANHOLE, SW-301, 48"	2	EA	14,500.00	29,000.00	2.00	29,000.00	29,000.00		29,000.00	100%	-
32	SAN SEWER MANHOLE, SW-301, 48" > 20" HEIGHT	4	EA	16,500.00	66,000.00	4.00	66,000.00	66,000.00		66,000.00	100%	-
33	SAN SEWER MANHOLE, SW-303, 48" MODIFIED	1	EA	28,500.00	28,500.00	1.00	28,500.00	28,500.00		28,500.00	100%	-
34	SAN SEWER MANHOLE, SW-301, 60" MODIFIED	21	EA	14,500.00	304,500.00	21.00	304,500.00	304,500.00		304,500.00	100%	-
35	SAN SEWER MANHOLE, SW-301, 72" MODIFIED	2	EA	18,250.00	36,500.00	2.00	36,500.00	36,500.00		36,500.00	100%	-
36	STILLING STRUCTURE	1	EA	247,769.00	247,769.00	1.00	247,769.00	247,769.00		247,769.00	100%	-
37	REMOVE MANHOLE	1	EA	2,400.00	2,400.00	2.00	2,400.00	2,400.00		2,400.00	100%	-
38	REMOVE MANHOLE, PARTIAL	6	EA	6,500.00	39,000.00	5.00	32,500.00	32,500.00		32,500.00	83%	6,500.00
39	EXTERNAL DROP CONNECTION	2	EA	22,500.00	45,000.00	2.00	45,000.00	45,000.00		45,000.00	100%	-
40	CLASS A ROAD SURFACING	113	TN	63.00	7,119.00	113.00	7,119.00	7,119.00		7,119.00	100%	-
41	TEMP TRAFFIC CONTROL	2	EA	9,550.00	19,100.00	2.00	19,100.00	19,100.00		19,100.00	100%	-
42	SEEDING, FERTILIZING, BFM MULCHING, TYPE-1	1	AC	5,800.00	5,800.00	0.50	2,900.00	2,900.00		2,900.00	50%	2,900.00
43	SEEDING, FERTILIZING, BFM MULCHING, TYPE-2	10	AC	5,555.00	55,550.00	3.25	18,053.75	18,053.75		18,053.75	33%	37,496.25

Progress Estimate - Unit Price Work

Owner: City of Nevada
 Engineer: HR Green
 Contractor: On Track Construction
 Project: Nevada WWTF Improvements - Phase 4
 Contract: Foremain, Gravity Sewer & Fiber Installation

Contractor's Application for Payment

Owner's Project No.: 160473
 Engineer's Project No.: 2217NV
 Contractor's Project No.:

Application No.:		18 Partial Ret		Application Period:		04/10/24 to 04/10/24		Application Date:		04/11/24		
A	B	C	D	E	F	G	H	I	J	K	L	
Bld Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
44	SEEDING, FERTILIZING, BRM MULCHING, TYPE-5	2	AC	4,050.00	8,100.00	-	-	-	7,575.00	0%	8,100.00	
45	SWPPP MANAGEMENT	1	LS	7,575.00	7,575.00	1.00	7,575.00	-	960.40	100%	-	
46	FILTER SOCK INSTALLATION, MAINTENANCE, REMOVAL	15000	LF	2.80	42,000.00	343.00	960.40	-	65,028.60	2%	41,039.60	
47	SILT FENCE, INSTALL, MAINTENANCE, REMOVAL	15000	LF	1.80	27,000.00	36,127.00	65,028.60	-	19,500.00	241%	(38,028.60)	
48	STABILIZED CONSTRUCTION ENTRANCE	8	EA	3,900.00	31,200.00	5.00	19,500.00	-	22,575.00	63%	11,700.00	
49	REMOVAL/ REPLACE CHAIN FENCE, 6' W TYPE 1 BARB SA	645	LF	35.00	22,575.00	645.00	22,575.00	-	9,072.00	100%	-	
50	REMOVAL/ REINSTALL FIELD FENCE	500	LF	56.00	28,000.00	162.00	9,072.00	-	5,600.00	32%	18,928.00	
51	TEMP SECURITY FENCE, CHAIN LINK	800	LF	7.00	5,600.00	800.00	5,600.00	-	-	100%	-	
52	CONCRETE WASHOUT	1	EA	2,525.00	2,525.00	-	-	-	15,000.00	0%	2,525.00	
53	EXISTING UTILITY TEMP SUPPORT	7	EA	3,750.00	26,250.00	4.00	15,000.00	-	85,969.00	57%	11,250.00	
54	TILE REPAIR	300	LF	65.00	19,500.00	1,322.60	85,969.00	-	41,500.00	441%	(66,469.00)	
55	TEMP BYPASS PUMP MH-130	1	EA	41,500.00	41,500.00	1.00	41,500.00	-	49,000.00	100%	-	
56	TEMP BYPASS PUMP MH-160	1	EA	49,000.00	49,000.00	1.00	49,000.00	-	44,500.00	100%	-	
57	TEMP BYPASS PUMP OUTFALL SEWER	1	EA	44,500.00	44,500.00	1.00	44,500.00	-	500.00	100%	-	
58	REMOVE EXISTING SIGN	1	LS	500.00	500.00	1.00	500.00	-	24,050.00	100%	-	
59	HANDHOLE, INSTALLED	14	EA	1,850.00	25,900.00	13.00	24,050.00	-	65,422.00	93%	1,850.00	
60	1 1/4" HDPE CONDUIT, INSTALLED(VIA HDD)	4673	LF	14.00	65,422.00	4,673.00	65,422.00	-	-	100%	-	
61	UG FIBER OPTIC, INSTALLED	7202	LF	3.50	25,207.00	-	-	-	38,826.15	0%	25,207.00	
62	AERIAL FIBER OPTIC CABLE, INSTALLED	17668	LF	5.50	97,174.00	-	-	-	-	40%	58,347.85	
63	GUY AND ANCHOR, INSTALLED	8	EA	550.00	4,400.00	-	-	-	-	0%	4,400.00	
64	RISE, INSTALLED	2	EA	500.00	1,000.00	-	-	-	-	0%	1,000.00	
65	POLE INSTALLED	1	EA	2,000.00	2,000.00	-	-	-	-	0%	2,000.00	
					Original Contract Totals \$	7,414,414.00	\$	7,232,931.75	\$	38,826.15	\$	7,271,757.90
										98%	\$	142,656.10

Progress Estimate - Unit Price Work

Owner: City of Nevada
Engineer: HR Green
Contractor: On Track Construction
Project: Nevada WWTF Improvements - Phase 4
Contract: Force-main, Gravity Sewer & Fiber Installation

Owner's Project No.: 160473
Engineer's Project No.: 2217NV
Contractor's Project No.:

Contractor's Application for Payment

Application No.: 18 Partial Ret **From** 04/10/24 **to** 04/10/24 **Application Period:** **Application Date:** 04/11/24

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (CX E) (\$)	G Work Completed		H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)			
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
1	Change Order # 1 (COR-01 & RFI-001)	1.00	LS	30,140.00	30,140.00	1.00	1.00	30,140.00	-	30,140.00	100%	-			
		1.00	LS	7,370.00	7,370.00	-	-	-	-	-	0%	7,370.00			
2	Change Order # 2	1.00	LS	235,297.69	235,297.69	1.00	1.00	235,297.69	-	235,297.69	100%	-			
Change Order Totals \$ 272,807.69											\$ 265,437.69	\$ 265,437.69	97%	\$ 7,370.00	
Original Contract and Change Orders											\$ 7,498,369.44	\$ 38,826.15	\$ 7,537,195.59	98%	\$ 150,026.10
Project Totals \$ 7,687,221.69											\$ 38,826.15	\$ 7,537,195.59	98%	\$ 150,026.10	

Contractor's Application for Payment

Stored Materials Summary

Owner:		City of Nevada										
Engineer:		HR Green										
Contractor:		On Track Construction										
Project:		Nevada WWTF Improvements - Phase 4										
Contract:		Forcemain, Gravity Sewer & Fiber Installation										
Application No.:		18 RET										
Owner's Project No.:		160473										
Engineer's Project No.:		2217NV										
Contractor's Project No.:												
Application Date:		04/11/24										
Application Period:		From 02/27/24 to 04/10/24										
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Materials Stored Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (L-M) (\$)
12	Q512448	4010-1	15" A2000 PIPE & ACC, 400 FT	CITY YARD	1	8,393.00		8,393.00	8,393.00		8,393.00	-
13	Q512448	4010-1	15" A2000 PIPE & ACC, 1112 FT	CITY YARD	1	23,015.24		23,015.24	23,015.24		23,015.24	-
18	Q512449	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00		84,600.00	84,600.00		84,600.00	-
18	R387174	4010-2	14" C900 RJ, 40' PCS, 640 FT	CITY YARD	1	45,120.00		45,120.00	45,120.00		45,120.00	-
17	R387174	4010-2	14" C900 RJ, 20' PCS, 480 FT	CITY YARD	1	40,080.00		40,080.00	40,080.00		40,080.00	-
17	R387204	4010-2	14" C900 RJ, 20' PCS, 1200 FT	CITY YARD	1	100,200.00		100,200.00	100,200.00		100,200.00	-
19	R387212	4010-2	14" C900 RJ, 20' PCS, 1200 FT	CITY YARD	1	100,200.00		100,200.00	100,200.00		100,200.00	-
17	R387217	4010-2	14" C900 RJ, 40' PCS, 40 FT	CITY YARD	1	2,820.00		2,820.00	2,820.00		2,820.00	-
17	R387217	4010-2	14" C900 RJ, 20' PCS, 300 FT	CITY YARD	1	25,050.00		25,050.00	25,050.00		25,050.00	-
19	R387217	4010-2	14" C900 RJ, 20' PCS, 600 FT	CITY YARD	1	50,100.00		50,100.00	50,100.00		50,100.00	-
18	R389262	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00		84,600.00	84,600.00		84,600.00	-
18	R389276	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00		84,600.00	84,600.00		84,600.00	-
18	R389284	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00		84,600.00	84,600.00		84,600.00	-
18	R395992	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00		84,600.00	84,600.00		84,600.00	-
19	P0094477	3020-1	24" CASING, 480 FT	ON TRACK YARD	1	28,560.00		28,560.00	28,560.00		28,560.00	-
19	P0094473	3020-1	24" CASING, 480 FT	ON TRACK YARD	1	70,200.00		70,200.00	70,200.00		70,200.00	-
19	P0094470	3020-1	30" CASING, 600 FT	ON TRACK YARD	1	13,090.00		13,090.00	13,090.00		13,090.00	-
19	P0094494	3020-1	24" CASING, 220 FT	ON TRACK YARD	1	10,800.00		10,800.00	10,800.00		10,800.00	-
19	P0094485	3020-1	30" CASING, 80 FT	ON TRACK YARD	1	17,986.80		17,986.80	17,986.80		17,986.80	-
32	UFW13696-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	9,433.87		9,433.87	9,433.87		9,433.87	-
31	UFW1500-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	2,913.00		2,913.00	2,913.00		2,913.00	-
32	UFW1500-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	5,929.13		5,929.13	5,929.13		5,929.13	-
33	UFW1500-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	10,781.45		10,781.45	10,781.45		10,781.45	-
34	UFW6596-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	9,810.00		9,810.00	9,810.00		9,810.00	-
16	R030166	4010-5	24" DIP PARTS	JOBSITE	2	22,933.60		22,933.60	22,933.60		22,933.60	-
18	R030166	4010-6	FITTINGS FOR FORCEMAIN	JOBSITE	2	1,805.28		1,805.28	1,805.28		1,805.28	-
28	R030166	4010-6	FORCEMAIN FITTINGS	JOBSITE	2	8,792.85		8,792.85	8,792.85		8,792.85	-
30	R030166	4010-6	FORCEMAIN FITTINGS	JOBSITE	2	7,400.00		7,400.00	7,400.00		7,400.00	-
39	R030166	4010-6	DROP CONNECTION PARTS	JOBSITE	2	1,375.00		1,375.00	1,375.00		1,375.00	-
31	R030166	6010-2	MANHOLE CASTINGS	JOBSITE	2	1,375.00		1,375.00	1,375.00		1,375.00	-
32	R030166	6010-2	MANHOLE CASTINGS	JOBSITE	2	687.50		687.50	687.50		687.50	-
33	R030166	6010-2	MANHOLE CASTINGS	JOBSITE	2	14,437.50		14,437.50	14,437.50		14,437.50	-
34	R030166	6010-2	MANHOLE CASTINGS	JOBSITE	2	1,375.00		1,375.00	1,375.00		1,375.00	-
35	R030166	6010-2	MANHOLE CASTINGS	JOBSITE	2	43,660.00		43,660.00	43,660.00		43,660.00	-
19	R619851	3020-2	CASING SPACERS & END SEALS	ON TRACK SHOP	2	537,796.36		537,796.36	537,796.36		537,796.36	-
14	R753415	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	282,517.20		282,517.20	282,517.20		282,517.20	-
14	R784249	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	78,477.00		78,477.00	78,477.00		78,477.00	-
14	R792241	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	226,013.76		226,013.76	226,013.76		226,013.76	-
14	R794132	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	3,610.56		3,610.56	3,610.56		3,610.56	-
28	R795100	4010-6	14" MJ BENDS, 11.25 DEG (2 EA)	JOBSITE	3	7,093.44		7,093.44	7,093.44		7,093.44	-
14	R795100	4010-6	14" MJ BENDS, 22.5 DEG (4 EA)	JOBSITE	3	550.00		550.00	550.00		550.00	-
29	R795100	4010-1	15" x 6" SERVICE FITTING (1 EA)	JOBSITE	3	34,200.00		34,200.00	34,200.00		34,200.00	-
10	R845823	3020-2	CASING SPACERS & END SEALS	JOBSITE	3	7,017.20		7,017.20	7,017.20		7,017.20	-
19	R845823	3020-2	CASING SPACERS & END SEALS	JOBSITE	3	12,191.60		12,191.60	12,191.60		12,191.60	-
34	3846226-00	6010-1	60" PRECAST SAN. MH	JOBSITE	3	13,347.36		13,347.36	13,347.36		13,347.36	-
35	3846226-00	6010-1	72" PRECAST SAN. MH	JOBSITE	3	13,347.36		13,347.36	13,347.36		13,347.36	-
34	3846223-00	6010-1	60" PRECAST SAN. MH	JOBSITE	3	13,347.36		13,347.36	13,347.36		13,347.36	-

Contractor's Application for Payment

Stored Materials Summary

Owner: City of Nevada
Engineer: HR Green
Contractor: On Track Construction
Project: Nevada WWTF Improvements - Phase 4
Contract: Forcemain, Gravity Sewer & Fiber Installation

Owner's Project No.: 160473
Engineer's Project No.: 2217NV
Contractor's Project No.:

Application No.:		Application Period: From 02/27/24 to 04/10/24										Application Date: 04/11/24			
A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G Materials Stored		H Amount Stored this Period (\$)	I Amount Stored to Date (G+H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J+K) (\$)	M Materials Remaining in Storage (I-L) (\$)		
						Previous Amount Stored (\$)	Amount Stored (\$)								
34	3856124-00	6010-1	60" PRECAST SAN. MH	JOBSITE	4	21,932.92	21,932.92	21,932.92	21,932.92	2,869.07	2,869.07	2,869.07	-		
35	3856124-00	6010-1	72" PRECAST SAN. MH	JOBSITE	4	2,869.07	2,869.07	2,869.07	2,869.07	15,589.05	15,589.05	15,589.05	-		
34	3856148-00	6010-1	60" PRECAST SAN. MH	JOBSITE	4	15,589.05	15,589.05	15,589.05	15,589.05	8,801.35	8,801.35	8,801.35	-		
35	3856148-00	6010-1	72" PRECAST SAN. MH	JOBSITE	4	8,801.35	8,801.35	8,801.35	8,801.35	6,996.78	6,996.78	6,996.78	-		
15	R928833	4010-1	30" PVC SEWER PIPE	SHOP EAST YARD	4	6,996.78	6,996.78	6,996.78	6,996.78	1,805.28	1,805.28	1,805.28	-		
28	R928833	4010-6	FORCEMAIN FITTINGS	SHOP EAST YARD	4	1,805.28	1,805.28	1,805.28	1,805.28	2,300.00	2,300.00	2,300.00	-		
39	R928833	4010-6	DROP CONNECTION PARTS	SHOP EAST YARD	4	2,300.00	2,300.00	2,300.00	2,300.00	8,364.40	8,364.40	8,364.40	-		
17	5069026	4010-2	FORCEMAIN MISC. FITTINGS	CITY YARD	4	8,364.40	8,364.40	8,364.40	8,364.40	875.00	875.00	875.00	-		
34	5069026	6010-2	MANHOLE CASTINGS	JOBSITE	4	875.00	875.00	875.00	875.00	12,309.99	12,309.99	12,309.99	-		
30	5069026	4010-6	FORCEMAIN FITTINGS	JOBSITE	4	12,309.99	12,309.99	12,309.99	12,309.99	25,407.57	25,407.57	25,407.57	-		
34	3868965-00	6010-1	60" PRECAST SAN. MH	JOBSITE	6	25,407.57	25,407.57	25,407.57	25,407.57	27,388.79	27,388.79	27,388.79	-		
34	3868999-00	6010-1	60" PRECAST SAN. MH	JOBSITE	6	27,388.79	27,388.79	27,388.79	27,388.79	25,159.19	25,159.19	25,159.19	-		
34	3871829-00	6010-1	60" PRECAST SAN. MH	JOBSITE	7	25,159.19	25,159.19	25,159.19	25,159.19	3,763.40	3,763.40	3,763.40	-		
34	3874702-00	6010-1	60" PRECAST SAN. MH	JOBSITE	7	3,763.40	3,763.40	3,763.40	3,763.40	9,830.60	9,830.60	9,830.60	-		
34	3878492-00	6010-1	60" PRECAST SAN. MH	JOBSITE	8	9,830.60	9,830.60	9,830.60	9,830.60	38,826.15	38,826.15	38,826.15	-		
62	613376725	271523	FIBER MATERIALS	PRICE SHOP	15	38,826.15	38,826.15	38,826.15	38,826.15	2,506,092.09	2,506,092.09	2,506,092.09	38,826.15		
Totals						\$	2,506,092.09	\$	2,544,918.24	\$	2,506,092.09	\$	2,506,092.09	\$	38,826.15



On Track Construction, LLC
1435 West F Avenue, PO Box 524
Nevada, Iowa 50201
Ph: 888-850-0208

April 5, 2024

To: Material Suppliers, Subcontractors

RE: "Notice of Contractor's Request for Early Release of Retained Funds"

You are hereby notified that On Track Construction, LLC will be requesting an early release of funds on a public improvements project named "Nevada WWTF Improvements – Phase 4" in Nevada, Iowa for contract project number 160473 for which you have or may have provided labor and/or materials. The request will be made pursuant to Iowa Code Section 573.28. The request may be filed with the City of Nevada after 10 calendar days from the date of this notice. The purpose of this request is to have the City of Nevada release and pay funds for all work that has been performed and charged to the City of Nevada as of the date of this notice. Please note that additional work and materials may be needed on this contract at a later date, at therefore future funds may be retained by the City for any additional work that has been added to the contract after this date. This notice is provided in accordance with Iowa Code Section 573.28.

Date of this notice is April 5, 2024.

Regards,

A handwritten signature in black ink, appearing to be "M-R" followed by a horizontal line.

Matt Runge, President
On Track Construction, LLC

Erin Mousel

From: Kerin Wright
Sent: Wednesday, April 10, 2024 6:08 PM
To: Erin Mousel
Subject: FW: Fieldhouse Payment Application #20
Attachments: Lien Waiver - Nevada Field House.pdf; Pay App 20 - Nevada Field House RMH APPROVED.pdf

Erin,
Here is the pay app for the Field House. I think there is already an item listed for it on the agenda.

From: Jeff Harris <jharris@rmharchitects.com>
Sent: Wednesday, April 10, 2024 5:04 PM
To: Tim Hansen <thansen@cityofnevadaiaowa.org>; Kerin Wright <KWright@cityofnevadaiaowa.org>
Cc: Rusty Brammer <rbrammer@hpikeconst.com>; Curtis Pike (cpike@hpikeconst.com) <cpike@hpikeconst.com>; John Williams (jwilliams@hpikeconst.com) <jwilliams@hpikeconst.com>; Steve Kirts <skirts@hpikeconst.com>
Subject: Fieldhouse Payment Application #20

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

Tim and Kerin,

Payment application #20 for the Fieldhouse is attached from HPC. This represents the final billing leading up to the retainage which will be billed once all closeout is complete. We have reviewed this application and recommend payment to HPC. Lien waiver for application #19 has been previously submitted in March but is attached here as well.

Let me know if you have any questions.

Thanks,

Jeff Harris AIA

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



515 292 6075 Office
515 290 9629 Mobile
www.rmharchitects.com

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: PROJECT: NEVADA FIELD HOUSE 2022
 City of Nevada 1209 6th Street
 Nevada, IA 50201
 FROM CONTRACTOR: VIA ARCHITECT: RMH Architects, PC
 HPC LLC 1615 Golden Aspen Drive, Suite 110
 Ames, IA 50010

APPLICATION #: 20
 PERIOD TO: 04/05/24
 PROJECT NOS:
 CONTRACT DATE: 04/01/22

Distribution to:

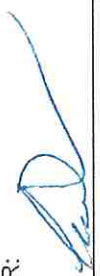
Owner	
Const. Mgr	
Architect	X
Contractor	

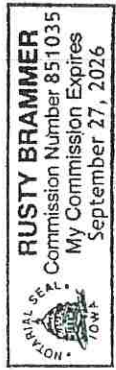
CONTRACT FOR: General Contractor - Prime

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM----- \$ 7,387,000.00
- 2. Net change by Change Orders----- \$ 171,852.00
- 3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 7,558,852.00
- 4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet) \$ 7,558,852.00
- 5. RETAINAGE:
 - a. 5.0% of Completed Work \$ 377,942.60
 - b. 5.0% of Stored Material \$
- Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)----- \$ 377,942.60
- 6. TOTAL EARNED LESS RETAINAGE----- \$ 7,180,909.40
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)----- \$ 7,153,087.70
- 8. CURRENT PAYMENT DUE----- \$ 27,821.70
 (Line 3 less Line 6)
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 377,942.60

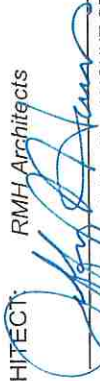
CONTRACTOR: 
 By: _____ Date: April 10, 2024
 State of: Iowa
 County of: Story
 Subscribed and sworn to before me this 10th day of April, 2024
 Notary Public: _____
 My Commission expires: 09/27/26



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ----- \$ 27,821.70
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: RMH Architects
 By:  Date: 4/10/24
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$145,064.00	-\$2,498.00
Total approved this Month	\$29,286.00	
TOTALS	\$174,350.00	-\$2,498.00
NET CHANGES by Change Order	\$171,852.00	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 20

APPLICATION DATE: 04/10/24

PERIOD TO: 31-Mar-24

PROJECT:
NEVADA FIELD HOUSE 2022

OWNER'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D * E)	Total Completed And Stored To Date (D + E + F)			% (G/C)			
1	001100 - BONDS AND INSURANCE	LM	\$ 90,800	\$ 90,800				\$ 90,800	100%	\$ -	\$ 4,540
2	011000 - GENERAL REQUIREMENTS	LM	\$ 107,300	\$ 107,300				\$ 107,300	100%	\$ -	\$ 5,365
3	015200 - CONSTRUCTION FACILITIES	L	\$ 144,800	\$ 144,800				\$ 144,800	100%	\$ -	\$ 7,240
4	030516 - UNDERSLAB VAPOR BARRIER	L	\$ 3,700	\$ 3,700				\$ 3,700	100%	\$ -	\$ 185
5	030516 - UNDERSLAB VAPOR BARRIER	M	\$ 12,300	\$ 12,300				\$ 12,300	100%	\$ -	\$ 615
6	033000 - CAST-IN-PLACE - FOUNDATIONS	L	\$ 103,300	\$ 103,300				\$ 103,300	100%	\$ -	\$ 5,165
7	033000 - CAST-IN-PLACE - FOUNDATIONS	M	\$ 139,800	\$ 139,800				\$ 139,800	100%	\$ -	\$ 6,990
8	033000 - CAST-IN-PLACE - SLAB ON GRADE	L	\$ 64,700	\$ 64,700				\$ 64,700	100%	\$ -	\$ 3,235
9	033000 - CAST-IN-PLACE - SLAB ON GRADE	M	\$ 229,100	\$ 229,100				\$ 229,100	100%	\$ -	\$ 11,455
10	034113 - PRECAST CONCRETE HOLLOW CORE	L	\$ 65,100	\$ 65,100				\$ 65,100	100%	\$ -	\$ 3,255
11	034113 - PRECAST CONCRETE HOLLOW CORE	M	\$ 99,500	\$ 99,500				\$ 99,500	100%	\$ -	\$ 4,975
12	042000 - UNIT MASONRY	L	\$ 108,000	\$ 108,000				\$ 108,000	100%	\$ -	\$ 5,400
13	042000 - UNIT MASONRY	M	\$ 28,700	\$ 28,700				\$ 28,700	100%	\$ -	\$ 1,435
14	042613 - MASONRY VENEER	L	\$ 22,300	\$ 22,300				\$ 22,300	100%	\$ -	\$ 1,115
15	042613 - MASONRY VENEER	M	\$ 9,700	\$ 9,700				\$ 9,700	100%	\$ -	\$ 485
16	051200 - STRUCT STEEL, METAL FAB & STAIRS	L	\$ 177,700	\$ 177,700				\$ 177,700	100%	\$ -	\$ 8,885
17	051200 - STRUCT STEEL, METAL FAB & STAIRS	M	\$ 351,100	\$ 351,100				\$ 351,100	100%	\$ -	\$ 17,555
18	053100 - STEEL DECKING	L	\$ 13,500	\$ 13,500				\$ 13,500	100%	\$ -	\$ 675
19	053100 - STEEL DECKING	M	\$ 50,500	\$ 50,500				\$ 50,500	100%	\$ -	\$ 2,525
20	054000 - COLD-FORMED METAL FRAMING	L	\$ 101,700	\$ 101,700				\$ 101,700	100%	\$ -	\$ 5,085
21	054000 - COLD-FORMED METAL FRAMING	M	\$ 80,000	\$ 80,000				\$ 80,000	100%	\$ -	\$ 4,000
22	061000 - ROUGH CARPENTRY	L	\$ 9,600	\$ 9,600				\$ 9,600	100%	\$ -	\$ 480
23	061000 - ROUGH CARPENTRY	M	\$ 8,200	\$ 8,200				\$ 8,200	100%	\$ -	\$ 410
24	062000 - FINISH CARPENTRY	L	\$ 18,900	\$ 18,900				\$ 18,900	100%	\$ -	\$ 945
25	062000 - FINISH CARPENTRY	M	\$ 6,400	\$ 6,400				\$ 6,400	100%	\$ -	\$ 320
SUBTOTALS PAGE 2			\$ 2,046,700	\$ 2,046,700	\$ -	\$ -	\$ -	\$ 2,046,700	100%	\$ -	\$ 102,335

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

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APPLICATION NUMBER: 20

APPLICATION DATE: 04/10/24

PERIOD TO: 31-Mar-24

ARCHITECTS PROJECT NO:

PROJECT:

NEVADA FIELD HOUSE 2022

A Item No.	B Description of Work	CAT	C Scheduled Value		D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage
			Scheduled Value		From Previous Application (D + E)						
26	064100 - ARCHITECTURAL WOOD CASEWORK	L	\$ 9,500		\$ 9,500				\$ 9,500	100%	\$ 475
27	064100 - ARCHITECTURAL WOOD CASEWORK	M	\$ 29,300		\$ 29,300				\$ 29,300	100%	\$ 1,465
28	072100 - THERMAL INSULATION	L	\$ 3,700		\$ 3,700				\$ 3,700	100%	\$ 185
29	072100 - THERMAL INSULATION	M	\$ 2,000		\$ 2,000				\$ 2,000	100%	\$ 100
30	072119 - FOAMED-IN-PLACE INSULATION	LM	\$ 6,200		\$ 6,200				\$ 6,200	100%	\$ 310
31	074213 - METAL WALL PANELS	L	\$ 228,400		\$ 228,400				\$ 228,400	100%	\$ 11,420
32	074213 - METAL WALL PANELS	M	\$ 395,100		\$ 395,100				\$ 395,100	100%	\$ 19,755
33	075323 - EPDM THERMOSET SINGLE-PLY ROOF	L	\$ 3,100		\$ 3,100				\$ 3,100	100%	\$ 155
34	075323 - EPDM THERMOSET SINGLE-PLY ROOF	M	\$ 2,500		\$ 2,500				\$ 2,500	100%	\$ 125
35	076200 - SHEET METAL FLASHING AND TRIM	L	\$ 8,200		\$ 8,200				\$ 8,200	100%	\$ 410
36	076200 - SHEET METAL FLASHING AND TRIM	M	\$ 10,000		\$ 10,000				\$ 10,000	100%	\$ 500
37	079200 - JOINT SEALANTS	L	\$ 5,100		\$ 5,100				\$ 5,100	100%	\$ 255
38	079200 - JOINT SEALANTS	M	\$ 3,300		\$ 3,300				\$ 3,300	100%	\$ 165
39	079513 - EXPANSION JOINT COVER	L	\$ 600		\$ 600				\$ 600	100%	\$ 30
40	079513 - EXPANSION JOINT COVER	M	\$ 2,000		\$ 2,000				\$ 2,000	100%	\$ 100
41	081113 - HOLLOW METAL DOORS AND FRAMES	L	\$ 5,700		\$ 5,700				\$ 5,700	100%	\$ 285
42	081113 - HOLLOW METAL DOORS AND FRAMES	M	\$ 25,200		\$ 25,200				\$ 25,200	100%	\$ 1,260
43	081416 - FLUSH WOOD DOORS	L	\$ 300		\$ 300				\$ 300	100%	\$ 15
44	081416 - FLUSH WOOD DOORS	M	\$ 3,500		\$ 3,500				\$ 3,500	100%	\$ 175
45	083323 - OVERHEAD COILING DOORS & GRILLE	L	\$ 2,400		\$ 2,400				\$ 2,400	100%	\$ 120
46	083323 - OVERHEAD COILING DOORS & GRILLE	M	\$ 22,100		\$ 22,100				\$ 22,100	100%	\$ 1,105
47	084313 - ALUMINUM STOREFRONTS & ENTRANCE	L	\$ 63,000		\$ 63,000				\$ 63,000	100%	\$ 3,150
48	084313 - ALUMINUM STOREFRONTS & ENTRANCE	M	\$ 48,600		\$ 48,600				\$ 48,600	100%	\$ 2,430
49	087100 - DOOR HARDWARE	L	\$ 12,300		\$ 12,300				\$ 12,300	100%	\$ 615
50	087100 - DOOR HARDWARE	M	\$ 8,100		\$ 8,100				\$ 8,100	100%	\$ 405
SUBTOTALS PAGE 3			\$ 2,946,900		\$ 2,946,900				\$ 2,946,900	100%	\$ 147,345

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022.

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APPLICATION NUMBER: 20

APPLICATION DATE: 04/10/24

PERIOD TO: 31-Mar-24

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value		D Work Completed		E Completed This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			Scheduled Value	From Previous Application (D + E)	From Previous Application (D + E)	Total Completed And Stored To Date (D + E + F)			% (G/C)			
51	088000 - GLAZING	L	\$ 10,400	\$ 10,400					\$ 10,400	100%	\$ -	\$ 520
52	088000 - GLAZING	M	\$ 35,100	\$ 35,100					\$ 35,100	100%	\$ -	\$ 1,755
53	092116 - GYPSUM BOARD ASSEMBLIES	L	\$ 62,400	\$ 62,400					\$ 62,400	100%	\$ -	\$ 3,120
54	092116 - GYPSUM BOARD ASSEMBLIES	M	\$ 40,000	\$ 40,000					\$ 40,000	100%	\$ -	\$ 2,000
55	095100 - ACOUSTICAL CEILINGS	L	\$ 1,900	\$ 1,900					\$ 1,900	100%	\$ -	\$ 95
56	095100 - ACOUSTICAL CEILINGS	M	\$ 1,500	\$ 1,500					\$ 1,500	100%	\$ -	\$ 75
57	096253 - SYNTHETIC TURF FLOORING	L	\$ 36,200	\$ 36,200					\$ 36,200	100%	\$ -	\$ 1,810
58	096253 - SYNTHETIC TURF FLOORING	M	\$ 109,800	\$ 109,800					\$ 109,800	100%	\$ -	\$ 5,490
59	096500 - RESILIENT FLOORING	L	\$ 4,400	\$ 4,400					\$ 4,400	100%	\$ -	\$ 220
60	096500 - RESILIENT FLOORING	M	\$ 5,400	\$ 5,400					\$ 5,400	100%	\$ -	\$ 270
61	096566 - RESILIENT ATHLETIC FLOORING	L	\$ 124,100	\$ 124,100					\$ 124,100	100%	\$ -	\$ 6,205
62	096566 - RESILIENT ATHLETIC FLOORING	M	\$ 412,900	\$ 412,900					\$ 412,900	100%	\$ -	\$ 20,645
63	096813 - TILE CARPETING	L	\$ 2,800	\$ 2,800					\$ 2,800	100%	\$ -	\$ 140
64	096813 - TILE CARPETING	M	\$ 11,100	\$ 11,100					\$ 11,100	100%	\$ -	\$ 555
65	099113 - EXTERIOR PAINTING	L	\$ 600	\$ 600					\$ 600	100%	\$ -	\$ 30
66	099113 - EXTERIOR PAINTING	M	\$ 100	\$ 100					\$ 100	100%	\$ -	\$ 5
67	099123 - INTERIOR PAINTING	L	\$ 71,000	\$ 71,000					\$ 71,000	100%	\$ -	\$ 3,550
68	099123 - INTERIOR PAINTING	M	\$ 12,500	\$ 12,500					\$ 12,500	100%	\$ -	\$ 625
69	101400 - SIGNAGE	L	\$ 15,400	\$ 15,400					\$ 15,400	100%	\$ -	\$ 770
70	101400 - SIGNAGE	M	\$ 20,700	\$ 20,700					\$ 20,700	100%	\$ -	\$ 1,035
71	102113.17 - PHENOLIC TOILET COMPARTMENTS	L	\$ 17,400	\$ 17,400					\$ 17,400	100%	\$ -	\$ 870
72	102113.17 - PHENOLIC TOILET COMPARTMENTS	M	\$ 11,600	\$ 11,600					\$ 11,600	100%	\$ -	\$ 580
73	102600 - WALL AND DOOR PROTECTION	L	\$ 2,400	\$ 2,400					\$ 2,400	100%	\$ -	\$ 120
74	102600 - WALL AND DOOR PROTECTION	M	\$ 1,600	\$ 1,600					\$ 1,600	100%	\$ -	\$ 80
75	102800 - TOILET ACCESSORIES	L	\$ 3,300	\$ 3,300					\$ 3,300	100%	\$ -	\$ 165
	SUBTOTALS PAGE 4		\$ 3,961,500	\$ 3,961,500	\$ -	\$ -	\$ -	\$ -	\$ 3,961,500	100%	\$ -	\$ 198,075

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ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 20

PROJECT:

APPLICATION DATE: 10-Apr-24

NEVADA FIELD HOUSE 2022

PERIOD TO: 31-Mar-24

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D		E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	Work Completed This Period			Total Completed And Stored To Date (D + E + F)	% (G/C)		
76	102800 - TOILET ACCESSORIES	M	\$ 1,200	\$ 1,200				\$ 1,200	100%	\$ -	\$ 60
77	104400 - FIRE PROTECTION SPECIALTIES	L	\$ 700	\$ 700				\$ 700	100%	\$ -	\$ 35
78	104400 - FIRE PROTECTION SPECIALTIES	M	\$ 5,000	\$ 5,000				\$ 5,000	100%	\$ -	\$ 250
79	133419 - METAL BUILDING SYSTEMS	L	\$ 356,500	\$ 356,500				\$ 356,500	100%	\$ -	\$ 17,825
80	133419 - METAL BUILDING SYSTEMS	M	\$ 1,480,500	\$ 1,480,500				\$ 1,480,500	100%	\$ -	\$ 74,025
81	142400 - HYDRAULIC ELEVATORS	L	\$ 48,700	\$ 48,700				\$ 48,700	100%	\$ -	\$ 2,435
82	142400 - HYDRAULIC ELEVATORS	M	\$ 35,600	\$ 35,600				\$ 35,600	100%	\$ -	\$ 1,780
83	211300 - FIRE-SUPPRESSION SPRINKLER	L	\$ 98,600	\$ 98,600				\$ 98,600	100%	\$ -	\$ 4,930
84	211300 - FIRE-SUPPRESSION SPRINKLER	M	\$ 40,000	\$ 40,000				\$ 40,000	100%	\$ -	\$ 2,000
85	220500 - COMMON PLUMBING REQUIREMENTS	L	\$ 4,100	\$ 4,100				\$ 4,100	100%	\$ -	\$ 205
86	220500 - COMMON PLUMBING REQUIREMENTS	M	\$ 1,000	\$ 1,000				\$ 1,000	100%	\$ -	\$ 50
87	220553 - MECHANICAL IDENTIFICATION	L	\$ 1,000	\$ 1,000				\$ 1,000	100%	\$ -	\$ 50
88	220553 - MECHANICAL IDENTIFICATION	M	\$ 400	\$ 400				\$ 400	100%	\$ -	\$ 20
89	220719 - PLUMBING PIPING INSULATION	L	\$ 7,600	\$ 7,600				\$ 7,600	100%	\$ -	\$ 380
90	220719 - PLUMBING PIPING INSULATION	M	\$ 2,600	\$ 2,600				\$ 2,600	100%	\$ -	\$ 130
91	221005 - PLUMBING PIPING & PIPING	L	\$ 118,500	\$ 118,500				\$ 118,500	100%	\$ -	\$ 5,925
92	221005 - PLUMBING PIPING & PIPING	M	\$ 69,900	\$ 69,900				\$ 69,900	100%	\$ -	\$ 3,495
93	221006 - PLUMBING PIPING SPECIALTIES	L	\$ 4,500	\$ 4,500				\$ 4,500	100%	\$ -	\$ 225
94	221006 - PLUMBING PIPING SPECIALTIES	M	\$ 2,800	\$ 2,800				\$ 2,800	100%	\$ -	\$ 140
95	223000 - PLUMBING EQUIPMENT	L	\$ 1,400	\$ 1,400				\$ 1,400	100%	\$ -	\$ 70
96	223000 - PLUMBING EQUIPMENT	M	\$ 3,300	\$ 3,300				\$ 3,300	100%	\$ -	\$ 165
97	224000 - PLUMBING FIXTURES	L	\$ 3,200	\$ 3,200				\$ 3,200	100%	\$ -	\$ 160
98	224000 - PLUMBING FIXTURES	M	\$ 9,700	\$ 9,700				\$ 9,700	100%	\$ -	\$ 485
99	230500 - COMMON HVAC REQUIREMENTS	L	\$ 11,200	\$ 11,200				\$ 11,200	100%	\$ -	\$ 560
100	230500 - COMMON HVAC REQUIREMENTS	M	\$ 700	\$ 700				\$ 700	100%	\$ -	\$ 35
SUBTOTALS PAGE 5											
			\$ 6,270,200	\$ 6,270,200	\$ -	\$ -	\$ -	\$ 6,270,200	100%	\$ -	\$ 313,510

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022

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APPLICATION NUMBER: 20

APPLICATION DATE: 10-Apr-24

PERIOD TO: 31-Mar-24

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value		D Work Completed From Previous Application (D ÷ E)		E Work Completed This Period		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D ÷ E + F)		% (G/C)	H Balance To Finish (C - G)	I Retainage	
101	230553 - IDENTIFICATION FOR HVAC PIPING	L	\$	300	\$	300				\$	300	100%	-	\$	15
102	230553 - IDENTIFICATION FOR HVAC PIPING	M	\$	200	\$	200				\$	200	100%	-	\$	10
103	230593 - TESTING, ADJUSTING, AND BALANCING LM	LM	\$	7,300	\$	7,300				\$	7,300	100%	-	\$	365
104	230713 - DUCT AND PIPE INSULATION	L	\$	23,100	\$	23,100				\$	23,100	100%	-	\$	1,155
105	230713 - DUCT AND PIPE INSULATION	M	\$	12,400	\$	12,400				\$	12,400	100%	-	\$	620
106	230913 - CONTROL DEVICES FOR HVAC	L	\$	2,900	\$	2,900				\$	2,900	100%	-	\$	145
107	230913 - CONTROL DEVICES FOR HVAC	M	\$	900	\$	900				\$	900	100%	-	\$	45
108	233100 - HVAC DUCTS AND CASINGS	L	\$	92,300	\$	92,300				\$	92,300	100%	-	\$	4,615
109	233100 - HVAC DUCTS AND CASINGS	M	\$	44,300	\$	44,300				\$	44,300	100%	-	\$	2,215
110	233300 - AIR DUCT ACCESSORIES	L	\$	2,500	\$	2,500				\$	2,500	100%	-	\$	125
111	233300 - AIR DUCT ACCESSORIES	M	\$	6,100	\$	6,100				\$	6,100	100%	-	\$	305
112	233416 - CENTRIFUGAL HVAC FANS	L	\$	6,600	\$	6,600				\$	6,600	100%	-	\$	330
113	233416 - CENTRIFUGAL HVAC FANS	M	\$	700	\$	700				\$	700	100%	-	\$	35
114	233700 - AIR OUTLETS AND INLETS	L	\$	8,100	\$	8,100				\$	8,100	100%	-	\$	405
115	233700 - AIR OUTLETS AND INLETS	M	\$	3,300	\$	3,300				\$	3,300	100%	-	\$	165
116	237223 - AIR-TO-AIR ENERGY RECOVERY UNITS	L	\$	600	\$	600				\$	600	100%	-	\$	30
117	237223 - AIR-TO-AIR ENERGY RECOVERY UNITS	M	\$	4,900	\$	4,900				\$	4,900	100%	-	\$	245
118	237413 - ROOFTOP AIR-HANDLING UNITS	L	\$	3,600	\$	3,600				\$	3,600	100%	-	\$	180
119	237413 - ROOFTOP AIR-HANDLING UNITS	M	\$	158,000	\$	158,000				\$	158,000	100%	-	\$	7,900
120	238126.13 - SPLIT-SYSTEM AIR CONDITIONERS	L	\$	4,800	\$	4,800				\$	4,800	100%	-	\$	240
121	238126.13 - SPLIT-SYSTEM AIR CONDITIONERS	M	\$	18,300	\$	18,300				\$	18,300	100%	-	\$	915
122	260500 - BASIC ELECTRICAL REQUIREMENTS	L	\$	11,200	\$	11,200				\$	11,200	100%	-	\$	560
123	260500 - BASIC ELECTRICAL REQUIREMENTS	M	\$	6,400	\$	6,400				\$	6,400	100%	-	\$	320
124	260519 - LOW-VOLTAGE CONDUCTORS & CABL	L	\$	44,900	\$	44,900				\$	44,900	100%	-	\$	2,245
125	260519 - LOW-VOLTAGE CONDUCTORS & CABL	M	\$	33,800	\$	33,800				\$	33,800	100%	-	\$	1,690
	SUBTOTALS PAGE 6		\$	6,767,700	\$	6,767,700	\$	6,767,700	\$	-	6,767,700	100%	-	\$	338,385

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022

APPLICATION NUMBER: 20

APPLICATION DATE: 10-Apr-24

PERIOD TO: 31-Mar-24

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D		E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	Work Completed This Period						
126	260526 - GROUNDING AND BONDING	L	\$ 2,000	\$ 2,000				\$ 2,000	100%	\$ -	\$ -
127	260526 - GROUNDING AND BONDING	M	\$ 700	\$ 700				\$ 700	100%	\$ -	\$ -
128	260529 - HANGERS AND SUPPORTS FOR ELECTRICAL	L	\$ 5,000	\$ 5,000				\$ 5,000	100%	\$ -	\$ -
129	260529 - HANGERS AND SUPPORTS FOR ELECTRICAL	M	\$ 1,000	\$ 1,000				\$ 1,000	100%	\$ -	\$ -
130	260533.13 - CONDUIT FOR ELECTRICAL SYSTEM	L	\$ 74,900	\$ 74,900				\$ 74,900	100%	\$ -	\$ -
131	260533.13 - CONDUIT FOR ELECTRICAL SYSTEM	M	\$ 21,500	\$ 21,500				\$ 21,500	100%	\$ -	\$ -
132	260533.16 - BOXES FOR ELECTRICAL	L	\$ 2,700	\$ 2,700				\$ 2,700	100%	\$ -	\$ -
133	260533.16 - BOXES FOR ELECTRICAL	M	\$ 1,000	\$ 1,000				\$ 1,000	100%	\$ -	\$ -
134	260553 - IDENTIFICATION FOR ELECTRICAL	L	\$ 3,000	\$ 3,000				\$ 3,000	100%	\$ -	\$ -
135	260553 - IDENTIFICATION FOR ELECTRICAL	M	\$ 700	\$ 700				\$ 700	100%	\$ -	\$ -
136	260583 - WIRING CONNECTIONS	L	\$ 6,000	\$ 6,000				\$ 6,000	100%	\$ -	\$ -
137	260583 - WIRING CONNECTIONS	M	\$ 700	\$ 700				\$ 700	100%	\$ -	\$ -
138	260923 - LIGHTING CONTROL DEVICES	L	\$ 4,000	\$ 4,000				\$ 4,000	100%	\$ -	\$ -
139	260923 - LIGHTING CONTROL DEVICES	M	\$ 8,600	\$ 8,600				\$ 8,600	100%	\$ -	\$ -
140	262100 - LOW-VOLTAGE ELECTRICAL SERVICE	LM	\$ 1,000	\$ 1,000				\$ 1,000	100%	\$ -	\$ -
141	262416 - PANELBOARDS	L	\$ 4,500	\$ 4,500				\$ 4,500	100%	\$ -	\$ -
142	262416 - PANELBOARDS	M	\$ 31,100	\$ 31,100				\$ 31,100	100%	\$ -	\$ -
143	262701 - ELECTRICAL UTILITY SERVICES	L	\$ 1,500	\$ 1,500				\$ 1,500	100%	\$ -	\$ -
144	262701 - ELECTRICAL UTILITY SERVICES	M	\$ 2,500	\$ 2,500				\$ 2,500	100%	\$ -	\$ -
145	262726 - WIRING DEVICES	L	\$ 15,200	\$ 15,200				\$ 15,200	100%	\$ -	\$ -
146	262726 - WIRING DEVICES	M	\$ 2,400	\$ 2,400				\$ 2,400	100%	\$ -	\$ -
147	262816.13 - ENCLOSED CIRCUIT BREAKERS	LM	\$ 700	\$ 700				\$ 700	100%	\$ -	\$ -
148	262816.16 - ENCLOSED SWITCHES	LM	\$ 1,000	\$ 1,000				\$ 1,000	100%	\$ -	\$ -
149	265100 - INTERIOR LIGHTING	L	\$ 37,400	\$ 37,400				\$ 37,400	100%	\$ -	\$ -
150	265100 - INTERIOR LIGHTING	M	\$ 74,800	\$ 74,800				\$ 74,800	100%	\$ -	\$ -
	SUBTOTALS PAGE 7		\$ 7,071,600	\$ 7,071,600	\$ -	\$ -	\$ -	\$ 7,071,600	100%	\$ -	\$ 353,580

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 20

PROJECT:

APPLICATION DATE: 10-Apr-24

NEVADA FIELD HOUSE 2022

PERIOD TO: 31-Mar-24

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	From Previous Application (D + E)			Total Completed And Stored To Date (D + E + F)	% (G/C)		
151	265600 - EXTERIOR LIGHTING	L	\$ 2,500	\$ 2,500				\$ 2,500	100%	\$ -	\$ 125
152	265600 - EXTERIOR LIGHTING	M	\$ 6,200	\$ 6,200				\$ 6,200	100%	\$ -	\$ 310
153	271000 - STRUCTURED CABLING	LM	\$ 11,200	\$ 11,200				\$ 11,200	100%	\$ -	\$ 560
154	283100 - FIRE ALARM SYSTEM	L	\$ 7,200	\$ 7,200				\$ 7,200	100%	\$ -	\$ 360
155	283100 - FIRE ALARM SYSTEM	M	\$ 8,300	\$ 8,300				\$ 8,300	100%	\$ -	\$ 415
156	311000 - SITE CLEARING	LM	\$ 10,700	\$ 10,700				\$ 10,700	100%	\$ -	\$ 535
157	312200 - GRADING	LM	\$ 55,900	\$ 55,900				\$ 55,900	100%	\$ -	\$ 2,795
158	312316 - EXCAVATION	LM	\$ 12,900	\$ 12,900				\$ 12,900	100%	\$ -	\$ 645
159	312323 - FILL	LM	\$ 92,300	\$ 92,300				\$ 92,300	100%	\$ -	\$ 4,615
160	321313 - CONCRETE PAVING	L	\$ 15,800	\$ 15,800				\$ 15,800	100%	\$ -	\$ 790
161	321313 - CONCRETE PAVING	M	\$ 29,500	\$ 29,500				\$ 29,500	100%	\$ -	\$ 1,475
162	321723.13 - PAINTED PAVEMENT MARKINGS	LM	\$ 600	\$ 600				\$ 600	100%	\$ -	\$ 30
163	331000 - WATER LINE SERVICE	L	\$ 16,800	\$ 16,800				\$ 16,800	100%	\$ -	\$ 840
164	331000 - WATER LINE SERVICE	M	\$ 4,500	\$ 4,500				\$ 4,500	100%	\$ -	\$ 225
165	333100 - SANITARY SEWER SERVICE	L	\$ 4,700	\$ 4,700				\$ 4,700	100%	\$ -	\$ 235
166	333100 - SANITARY SEWER SERVICE	M	\$ 1,300	\$ 1,300				\$ 1,300	100%	\$ -	\$ 65
167	334100 - STORM SEWER	L	\$ 20,000	\$ 20,000				\$ 20,000	100%	\$ -	\$ 1,000
168	334100 - STORM SEWER	M	\$ 15,000	\$ 15,000				\$ 15,000	100%	\$ -	\$ 750
169								\$ -		\$ -	\$ -
170	CHANGES							\$ -		\$ -	\$ -
171	CR 1 - Add Sponsor Logos to 3rd Court & Track		\$ 14,282	\$ 14,282				\$ 14,282	100%	\$ -	\$ 714
172	CR 2 - Change HM Frames to 4" Heads @ Masonry		\$ 530	\$ 530				\$ 530	100%	\$ -	\$ 27
173	CR 3 - Structural Steel Changes		\$ 1,360	\$ 1,360				\$ 1,360	100%	\$ -	\$ 68
174	CR 4 - Miscellaneous Concrete Changes		\$ 2,388	\$ 2,388				\$ 2,388	100%	\$ -	\$ 119
175	CR 5 - Revise Return Air Louver Size		\$ 488	\$ 488				\$ 488	100%	\$ -	\$ 24
SUBTOTALS PAGE 8			\$ 7,406,048	\$ 7,406,048	\$ -	\$ -	\$ -	\$ 7,406,048	100%	\$ -	\$ 370,302

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 20

PROJECT:

APPLICATION DATE: 10-Apr-24

NEVADA FIELD HOUSE 2022

PERIOD TO: 31-Mar-24

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value		D Work Completed From Previous Application (D + E)		E Work Completed This Period		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	Retainage
			\$		\$		\$			\$			
176	CR 6 - Revise Spiral Duct to Clear PEMB Frame		\$ 984		\$ 984					\$ 984	100%	\$ -	\$ 49
177	CR 7 - Reinforce Concrete Tie Beams @ FS Bays		\$ 40,008		\$ 40,008					\$ 40,008	100%	\$ -	\$ 2,000
178	CR 8 - Delete FRP @ Masonry Walls		\$ (212)		\$ (212)					\$ (212)	100%	\$ -	\$ (11)
179	CR 9 - Changes to HVAC Grilles @ Restrooms		\$ 158		\$ 158					\$ 158	100%	\$ -	\$ 8
180	CR 10 - Add Structural Bracing @ Partial Ht Walls		\$ 5,766		\$ 5,766					\$ 5,766	100%	\$ -	\$ 288
181	CR 11 - Add Additional Beams for BB Hoop Supports		\$ 20,724		\$ 20,724					\$ 20,724	100%	\$ -	\$ 1,036
182	CR 12 - Add Galvanized Support Angle @ IMP Base		\$ 4,084		\$ 4,084					\$ 4,084	100%	\$ -	\$ 204
183	CR 13 - Omit Spiral Duct Insulation		\$ (1,050)		\$ (1,050)					\$ (1,050)	100%	\$ -	\$ (53)
184	CR 14 - Delete Reception Counter Ped Drawers		\$ (1,236)		\$ (1,236)					\$ (1,236)	100%	\$ -	\$ (62)
185	CR 15 - Repair Grounding Wire		\$ 592		\$ 592					\$ 592	100%	\$ -	\$ 30
186	CR 16 - Add Concrete Sidewalk to Pond		\$ 3,968		\$ 3,968					\$ 3,968	100%	\$ -	\$ 198
187	CR 17 - Add Plywood & Ins to Ext Mech Room		\$ 2,866		\$ 2,866					\$ 2,866	100%	\$ -	\$ 143
188	CR 18 - Add Steel Stud Framing at Ele Lid Shaft		\$ 2,984		\$ 2,984					\$ 2,984	100%	\$ -	\$ 149
189	CR 19 - Add Downspout Extensions		\$ 3,862		\$ 3,862					\$ 3,862	100%	\$ -	\$ 193
190	CR 20 - Add Sheet Metal Closure at Track		\$ 2,366		\$ 2,366					\$ 2,366	100%	\$ -	\$ 118
191	CR 21 - Addtl Framing at Exterior HVAC Opening		\$ 2,268		\$ 2,268					\$ 2,268	100%	\$ -	\$ 113
192	CR 22 - Add Blocking at base of wall padding		\$ 2,802		\$ 2,802					\$ 2,802	100%	\$ -	\$ 140
193	CR 23 - Add Plywood at E & S Gym walls		\$ 10,568		\$ 10,568					\$ 10,568	100%	\$ -	\$ 528
194	CR 24 - Add Plywood at N & W Gym walls		\$ 7,984		\$ 7,984					\$ 7,984	100%	\$ -	\$ 399
195	CR 25 - Wireless Comm Infrastructure		\$ 12,202		\$ 12,202					\$ 12,202	100%	\$ -	\$ 610
196	CR 26 - Add Four Exterior Outlets		\$ 1,002		\$ 1,002					\$ 1,002	100%	\$ -	\$ 50
197	CR 27 - Add Outlet for 2nd fir Water Cooler		\$ 828		\$ 828			\$ 390		\$ 828	100%	\$ -	\$ 41
198	CR 28 - Additional Lighting Control Switches		\$ 390		\$ 390			\$ 390		\$ 390	100%	\$ -	\$ 20
199	CR 29 - Additional TV Locations and Donor Sign Power		\$ 5,318		\$ 5,318			\$ 5,318		\$ 5,318	100%	\$ -	\$ 266
200	CR 30 - Additional Power and Relays for Equipment		\$ 10,515		\$ 10,515			\$ 10,515		\$ 10,515	100%	\$ -	\$ 526
SUBTOTALS PAGE 8			\$ 7,545,790		\$ 7,529,566		\$ 16,224	\$		\$ 7,545,790	100%	\$ -	\$ 377,290

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022

APPLICATION NUMBER: 20

APPLICATION DATE: 10-Apr-24

PERIOD TO: 31-Mar-24

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	Total Completed And Stored To Date (D + E + F)			% (G/C)			
176	CR-31 - Additional Emergency Lighting Per AHJ		\$ 2,552		\$ 2,552			\$ 2,552	100%	\$ -	\$ 128
177	CR-32 - Sheet Metal Closure At Track		\$ 3,850		\$ 3,850			\$ 3,850	100%	\$ -	\$ 193
178	CR-33 - Blocking for Additional TV's, Sign, Padding		\$ 2,668		\$ 2,668			\$ 2,668	100%	\$ -	\$ 133
179	CR-34 - Install Owner Provided Volleyball Sleeves		\$ 1,352		\$ 1,352			\$ 1,352	100%	\$ -	\$ 68
180	CR-35 - Add Protective Covers to Fire Alarm Devices		\$ 2,640		\$ 2,640			\$ 2,640	100%	\$ -	\$ 132
181											
182											
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185											
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197											
198											
199											
200											
SUBTOTALS PAGE 8			\$ 7,558,852	\$ 7,529,566	\$ 29,286	\$ -	\$ 7,558,852	100%	\$ -	\$ 377,943	

Tabulation of Stored Materials

Contractor: HPC, L.L.C.
 Application Date: 04/10/2024

Invoice No. (Materials Added)	Description of Material	* (1) Materials Stored in Last Application		* (2) Material Added Since Last Application		(3) Materials Used Since Last Application		(4) Materials Stored in This Application	
		On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site
Kiefer Flooring - 91323	Athletic Flooring	\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00						
		\$0.00	\$0.00						
		\$0.00	\$0.00						
TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

\$0.00

PARTIAL WAIVER OF LIEN

State of Iowa
County of Story

March 1, 2024

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

I/We the undersigned, for and in consideration of \$238,751.15 the receipt whereof is hereby acknowledged, hereby waive, relinquish and release any and all claims, causes of action, suits, damages, judgments, claims and demands of any kind, character, and description, whether known or unknown, against the Owner arising from, pertaining to, or arising out of the furnishing of the foregoing described materials, and/or labor at the above mentioned building, and the above-mentioned premises as of *January 31, 2024*.

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

Dated the 1st day of March 2024

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

By: 

(Authorized Agent)

Witness: 



PROJECT MEMORANDUM

Project: Nevada Field House
Date: April 16, 2024
By: Jeff Harris
Subject: H2i Payment Applications #2 & 3
H2i Change Order #1

RMH Architects has reviewed Progress Billing #2, Invoice 231658 and Progress Billing #3, Invoice 234881 from H2i Group for gym equipment at the Fieldhouse.

Billing #2 covers remaining materials, primarily scoreboards and Billing #3 covers the remaining installation.

All equipment is installed and complete, with the exception of repairs to one divider curtain that was damaged.

We find the 2 invoices in line with the materials and installation completed to date and recommend payment.

Also for consideration is Change Order #1 for additional pads that were requested and installed for several column locations in the building. Several pads were also remade to account for the larger columns on the east side of the turf area. Originally fabricated pads were installed in additional locations or turned over to P&R staff for future use. We have reviewed the change order and find the quantities to be in line with what was provided and installed. We recommend approval of Change Order #1.

Final payment will follow for the change order and complete the project after completion of the curtain repairs.



430 Industrial Blvd. Minneapolis, MN 55413
 Phone (612) 331-4880 Fax 378-2236

Progress Billing Invoice

From: H2I Group
 430 Industrial Blvd
 Minneapolis, MN 55413

Invoice #: 231658

Date: 10/20/23

Application #: 2

To: CITY OF NEVADA
 1209 6TH ST
 NEVADA, 50201

Customer Reference: LOI

Invoice Due Date: 11/19/23

thansen@cityofnevadaiaowa.org;

Payment Terms: Net 30 Days

Customer #: 173310

Job #: 96595- NEVADA FIELDHOUSE- GYM EQUIPMENT

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Perio	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Comp
10	ENGINEERING	7,486.00	0.00	0.00	0.00	LS	0.00000	0.00	7,486.00	100.00%
	--- Total \$242,428.00									
20	MATERIALS	200,042.00	0.00	0.00	0.00	LS	0.00000	25,742.00	200,042.00	100.00%
30	FREIGHT	4,700.00	0.00	0.00	0.00	LS	0.00000	0.00	4,700.00	100.00%
40	INSTALLATION	30,200.00	0.00	0.00	0.00	LS	0.00000	0.00	24,000.00	79.47%

REMIT CHECKS TO:
 H2I Group
 430 Industrial Blvd
 Minneapolis, MN 55413

Total Billed To Date: 236,228.00
 Less Retainage: 0.00
 Less Previous Applications: 210,486.00
Total Due This Invoice: 25,742.00

Past due invoices are subject to 1.5% per month service charge on the unpaid balance. Customer is responsible for all Collection and reasonable attorney fees. To pay via Credit/Debit card or via ACH/Checking Account please visit: https://unitedtranzactions.com/obp/H2I_Group The highlighted information is required for online payment. Please note a 2% fee will be added to all credit card payments.



430 Industrial Blvd. Minneapolis, MN 55413
Phone (612) 331-4880 Fax 378-2236

Progress Billing Invoice

From: H2I Group
430 Industrial Blvd
Minneapolis, MN 55413

Invoice #: 234881

Date: 02/21/24

Application #: 3

To: CITY OF NEVADA
1209 6TH ST
NEVADA, 50201

Customer Reference: LOI

Invoice Due Date: 03/22/24

thansen@cityofnevadaiaowa.org;

Payment Terms: Net 30 Days

Customer #: 173310

Job #: 96595- NEVADA FIELDHOUSE- GYM EQUIPMENT

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Perio	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Comp
10	ENGINEERING	7,486.00	0.00	0.00	0.00	LS	0.00000	0.00	7,486.00	100.00%
	--- Total \$242,428.00									
20	MATERIALS	200,042.00	0.00	0.00	0.00	LS	0.00000	0.00	200,042.00	100.00%
30	FREIGHT	4,700.00	0.00	0.00	0.00	LS	0.00000	0.00	4,700.00	100.00%
40	INSTALLATION	30,200.00	0.00	0.00	0.00	LS	0.00000	6,200.00	30,200.00	100.00%

REMIT CHECKS TO:
H2I Group
430 Industrial Blvd
Minneapolis, MN 55413

Total Billed To Date:	242,428.00
Less Retainage:	0.00
Less Previous Applications:	236,228.00
Total Due This Invoice:	6,200.00

Past due invoices are subject to 1.5% per month service charge on the unpaid balance. Customer is responsible for all Collection and reasonable attorney fees. **To pay via Credit/Debit card or via ACH/Checking Account please visit: https://unitedtranzactions.com/obp/H2I_Group** The highlighted information is required for online payment. Please note a 2% fee will be added to all credit card payments.



CHANGE ORDER PROPOSAL

Date Issued: 2/1/2024
 H2I Change Order Proposal #: 1
 Page:

TO: RMH Architects
 Nevada Parks and Recreation

RE: City of Nevada Fieldhouse
 PO 96595

Title or Section of Work:
Additional Wall Pads

DIRECT FIELD LABOR COST (INCLUDES PAYROLL TAX/FRINGE BENEFITS)

Trade	Hours	Rate	
Carpenter Rate - Moving Cage over 1 ft			\$0
Carpenter Rate - Moving Cage above HVAC			\$0
			Subtotal: \$0
Supervisory Field Labc	0%	x	Subtotal \$0
Safety	0.0%	x	Item 1 \$0
Parking	_____ days	x	\$0.00 /day \$0
Small Tools	0%	x	Item 1 \$0
Equipment Rental	_____ Days @ _____	/ Day	\$0
Installation Material:			\$0
Other:			\$0
TOTAL LABOR:			\$0

MATERIAL

Wall Pads	\$3,672
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
SUBTOTAL MATERIAL COST:	\$3,672

Material Escalation	
Escalation: 0% of \$3,672	Period Ending date \$0
Sales Tax 0.000% on \$0	Verify Requirements \$0
Freight/Transportation Cost:	\$0
Storage/Warehouse Cost:	\$0
TOTAL MATERIAL:	\$3,672

SUBCONTRACTORS

Installation of (9) additional wall pads	\$0
Remobilization and Unload	\$0
TOTAL SUBCONTRACTOR:	\$0

Engineering	0 Hrs.	x	\$75 /Hr	\$0
Project Administration:	0 Hrs.	x	\$90 /Hr	\$0

SUBTOTAL: \$3,672

Overhead	10.00%	\$367
Fee	5.00%	\$202
Bond	0.00%	\$0

TOTAL CHANGE ORDER PRICE: \$4,241

ACCEPTED: Company _____
 Name _____
 Date _____

ORDINANCE NO. 1053 (2023/2024)

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NEVADA, IOWA, BY REZONING THE PROPERTY AT 2000 5th STREET, FROM AR (AGRICULTURAL-RESIDENTIAL DWELLING DISTRICT) TO R-2 (SINGLE-AND TWO-FAMILY DWELLING DISTRICT).

Be it enacted by the City Council of the City of Nevada, Iowa;

SECTION 1. ZONING AMENDMENT. The Zoning Map of the City of Nevada, Iowa, is hereby amended by rezoning parcel of land owned by Kyle & Katrina Nelson, and located within the corporate limits of the City of Nevada, Iowa which is legally described as:

Section:06 Township:83 Range:22 Parcel F SE NW & SW NE 6-83-22 And Dana's Add Lot 1 Blk 2 Slide 629 Pg 5 Nevada

and shall be rezoned from an "AR" (Agricultural-Residential Dwelling) District, to a "R-2" (Single- and Two-Family Dwelling) District.

SECTION 2. NOTATION. The City Zoning Official shall record the ordinance number and date of passage of this Ordinance on the Official Zoning Map as required by Section 165.09(5)(B), Code of Ordinances of the City of Nevada, Iowa, 2006 as amended.

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 full force and effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 25th day of March, 2024, through the first reading.
PASSED AND APPROVED this 8th day of April, 2024, through the second reading
PASSED AND APPROVED this 22nd day of April, 2024, through the third and final reading. Enacted upon publication.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Item # 7A1
Date: 4-22-24

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 4/22/24 Council Agenda

Business Name Camelot Theater Foundation Phone Number SIS-231-2839

Address 1119 6th Street, Nevada, IA 50201

Manager's Name _____ Phone Number _____

Address _____

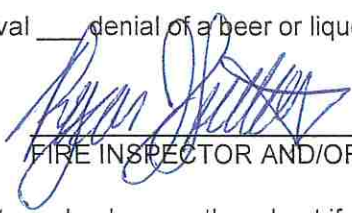
Owners Name _____ Phone Number _____

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.

4/16/24
Date


FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CAMELOT THEATER FOUNDATION	Camelot Theater Foundation	(515) 231-2339		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1114 6th Street		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
1114 6th Street	Nevada	Iowa	50201	

Contact Person

NAME	PHONE	EMAIL
Melissa Sly	(515) 231-2339	camelottheaterfoundation@gmail.com

License Information

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

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
May 3, 2024	May 7, 2024	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Non-Profit Association

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Melissa Sly	Nevada	Iowa	50201	President	0.00	Yes

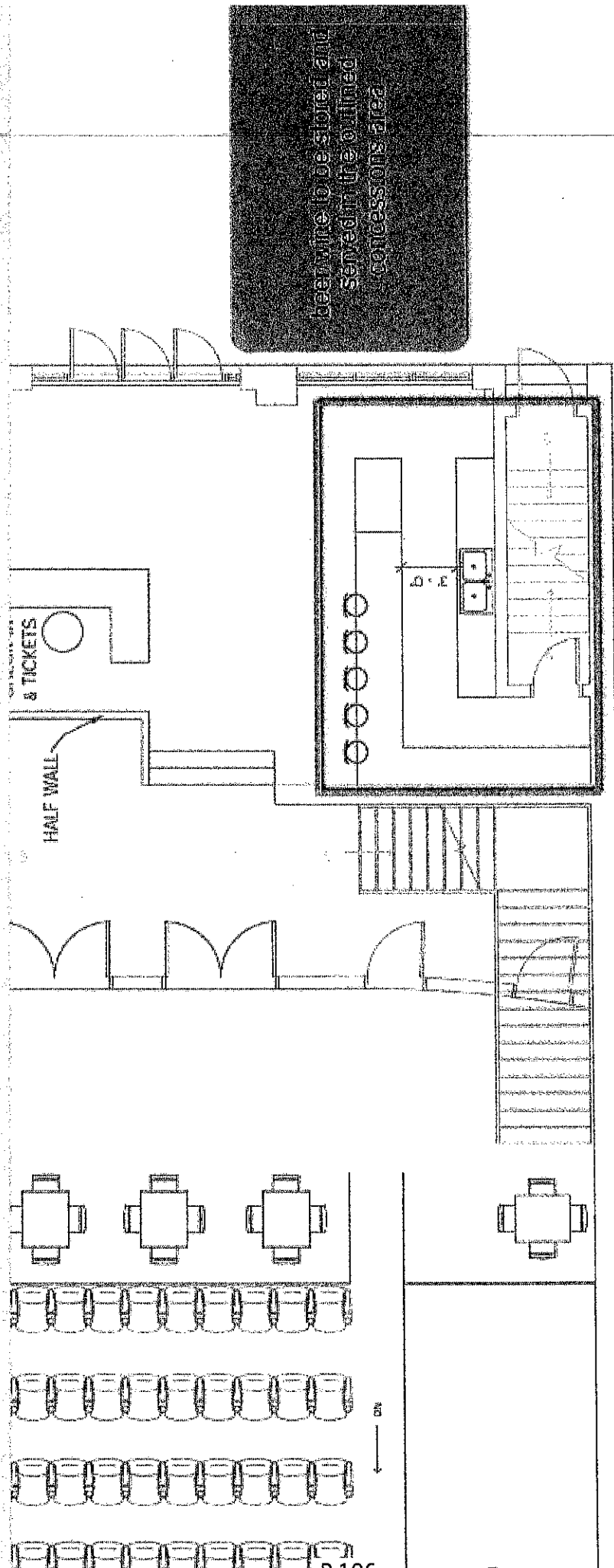
• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Camelot Theater Foundation	87-3169566	Nevada	Iowa	50201	100.00

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Farm Bureau Financial Services	Sep 28, 2023	Sep 28, 2024
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

Q R S T U V W X Y Z



Seating to be stored and removed to outline concessions area

TICKETS

HALF WALL

DN

COUNCIL ACTION FORM

AGENDA ITEM: Approve Reimbursement #1 Request for the Camelot Theater's Downtown Housing Program Grant through IEDA, Award No. 22-ARPDH-040

HISTORY:

The Camelot Theater Foundation received a grant for \$200,000 through Iowa Economic Development Agency (IEDA) for upper story housing to renovate the apartments above the Camelot Theater. The Foundation has been diligently working to complete the restoration. The grant funds came through the State using American Rescue Plan Act funds. The First Draw on the grant required a 60% amount expended and they have now reached that mark. The First Draw Reimbursement Request is for \$120,000.

A 25% match is also required of the grant.

Because the award is from Federal dollars there is criteria that needs to be followed. The City must approve the reimbursement and/or pay the developer/owner (The Camelot Theater Foundation) before IEDA will reimburse the City.

Attached is an Expense Tracker that the Foundation has been using for the invoices that will be submitted through the Grant portal for reimbursement. Also enclosed is a GAX form and Certificate of Compliance that must be submitted along with the request.

Enclosed is the last report the Camelot Theater Foundation, along with pictures, that the Foundation submitted on April 9, 2024. A quarterly report is required for this grant.

OPTIONS:

1. Approve the GAX and Certification Form Requests for the Camelot Theater Foundation First Draw for the Downtown Housing Grant through IEDA in the amount of \$120,000 with a \$77,511.22 match. Authorizing the City Clerk to cut a check to the Camelot Theater Foundation for \$120,000 immediately.
2. Approve GAX and Certification Form requests for the Camelot Theater Foundation, First Draw for the Downtown Housing Grant through IEDA in the amount of \$120,000 with a \$77,511.22 match. Authorize the City Clerk to cut a check to the Camelot Theater Foundation after reimbursement from IEDA.
3. Do nothing at this time

STAFF'S RECOMMENDED ACTION:

Staff recommends approval of Option 1; The Camelot Theater Foundation has submitted the reimbursement request with invoices in order. Reimbursement of \$120,000 is recommended for payment.

BUDGET FY	General Accounting Expenditure			DOCUMENT NUMBER
	DATE 4/22/2024	ACCTG PERIOD (mm/yy)		
VENDOR CODE 42-6005023		AGENCY NAME		
VENDOR NAME AND ADDRESS City of Nevada 1209 6th Street Nevada IA 50201		BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, IA 50315	SHIP TO ADDRESS	
TERMS	FOB	ORDER APPROVED BY		GOODS RECEIVED/SERVICES PERFORMED DATE INITIALS
QUANTITY	VENDOR'S INVOICE NUMBER			

Line Item	Contract budget*	Expenditures		
		Since Last Report (1)	Previous Total (2)	Cumulative Expenditures (1+2)
Project Expenses Eligible for Reimbursement Grant Contract and approved budget in IowaGrants.gov Project Name: The Camelot Project Address: 1114 6th St, Nevada IA	Up to \$200,000	\$120,000	\$0	\$120,000

CONTRACT NUMBER: 22-ARPDH-040 DRAW # 1	Funds Requested	\$ 120,000
	Less: Funds Requested to Date	\$ 0
	NET REQUEST	\$ 120,000

<p>CLAIMANT'S CERTIFICATION</p> <p>I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. DATE: 4/22/2024 TITLE: Mayor</p> <p>CLAIMANT'S SIGNATURE: Authorized Official for Grantee - i.e. City (Mayor) or MSI Program (Board Pres.)</p>	<p>AGENCY CERTIFICATION</p> <p>I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: CODE OR CHAPTER SECTION(S)</p> <p>AUTHORIZED SIGNATURE</p>
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THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY

DOC TYPE (GAX) GAX	DOC NUMBER	DOC DATE	ACCTG PRD	BUDGET FY	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY					
VENDOR CODE 42-6005023	ADDR OVERRIDE	F/A INDICATOR	EFT IND N	TEXT -po's only (Y/N)		TEXT (po's only)									
REF DOC TYPE	REF DOC NUMBER	REF DOC LINE	COM LN	VEND INVOICE #	COMMODITY CODE		GS CONTRACT								
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY/ UNITS	VD	DESCRIPTION	AMOUNT	VD
01															
02															

DOCUMENT TOTAL \$

GAX **WARRANT #** **AUDITED BY** **PAID DATE** _____

IOWA ECONOMIC DEVELOPMENT AUTHORITY

REQUEST FOR REIMBURSEMENT AND
CERTIFICATION OF COMPLIANCE WITH
STATE AND LOCAL FISCAL RECOVERY FUND REQUIREMENTS

Subrecipient Name:	City of Nevada
Award Number:	22-ARPDH-040
Unique Entity ID (UEI):	CMPDX32YPM74

Subrecipient requests reimbursement for costs reflected on the GAX and associated documents as it relates to this claim (uploaded in Iowa Grants) totaling \$197,906.81. (total of invoices uploaded to Iowa Grants as it relates to this claim.)

CERTIFICATION

By submitting the Request for Disbursement and signing the Certification below, I certify as follows:

1. I am authorized to bind the Subrecipient;
2. Subrecipient acknowledges that the funds for the award are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan Act of 2021 (ARPA);
3. Subrecipient acknowledges that falsification of records or documentation of costs or misrepresentation in the application submitted by the Subrecipient or in connection with this request for disbursement will result in forfeiture of the grant and the Subrecipient will be required to return to the Iowa Economic Development Authority (IEDA) all grant funds disbursed to it;
4. The costs submitted were incurred during the period March 3, 2021 through December 31, 2024;
5. The costs are related to the Project described in the Subrecipient's application for a grant;
6. The costs are eligible for reimbursement based on the provisions of state and federal law, including ARPA; SLFRF; U.S. Department of Treasury guidance, rules, and regulations; and the terms and conditions set out in the agreement between the Iowa Economic Development Authority and the above-reference Subrecipient (Grant Agreement);
7. As it relates to the Project, the Subrecipient has complied with and remains in compliance with all provision of the Grant Agreement;
8. As it relates to the Project, the Subrecipient has complied with and remains in compliance with all statutes, rules, regulations, and guidance applicable to SLFRF, including but not limited to laws and regulations set out in Exhibit B to the Grant Agreement;
9. Subrecipient understands and acknowledges that failure to comply with all statutes, rules, regulations, and guidance applicable to SLFRF will result in repayment of funds disbursed and forfeiture of the grant;

- ~~10. Subrecipient understands and acknowledges that it may be required to submit documentation of compliance with all statutes, rules, regulations, standards, and guidance applicable to SLFRF, including but not limited to 2 C.F.R. 200;~~
11. There has been no material adverse change to the Subrecipient's business since the Award Date;
12. The Subrecipient's business remains in good standing with all state and federal agencies, including but not limited to, the following:
- Iowa Department of Revenue
 - Iowa Department of Agriculture and Land Stewardship
 - Iowa Department of Natural Resources
 - Occupational Safety and Health Administration (state or federal)
 - Others as applicable to your specific business operation.
- (If the business is not in good standing with any applicable state or federal agency, please contact IEDA staff prior to submission of this request.)

Subrecipient and I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring assistance from a state agency or subdivision. Furthermore, Subrecipient and I understand that providing false, misleading, or fraudulent information to the Iowa Economic Development Authority may result in civil and/or criminal liabilities and penalties against the Subrecipient and its representatives.

Subrecipient
(organization): City of Nevada

By (signed):

Title: Mayor
 Printed: Brett Barker

Date: April 22, 2024

Selection Number	Contract Match or Reimbursement?	Document Type: Invoice / Receipt	Vendor Name	Vendor Address	Vendor City	Vendor State	Vendor Zip Code	Invoice Number	Invoice / Receipt / Sale Date	Invoice / Receipt / Sale Total Amount	Amount Requested for Reimbursement / Match	60% of Award Amount (First Draw)		25% Match (First Draw)		First or Final Draw? (select one)		
												\$	120,000.00	\$	50,000.00			
EX	Contract Match	Invoice	Ingersoll Lumber	999 Ingersoll Ave	Des Moines	IA	50309	12345	1/1/2023	\$ 300,000.00	\$ 300,000.00	\$	\$	\$	\$	131,405.36	Contract Match	\$ 77,511.22
EX	Reimbursement	Invoice	Downtown Appliance	555 Grand Ave	Des Moines	IA	50309	98765	3/2/2023	\$ 8,000.00	\$ 8,000.00	\$	\$	\$	\$			\$ 8,000.00
001	Reimbursement	Invoice	Renaissance Restoration	P.O. Box 291	Galena	IL	61036-0291	4401	8/4/2022	\$ 14,085.00	\$ 14,085.00	\$	\$	\$	\$			\$ 11,400.00
002	Contract Match	Invoice	Roofing Innovations	626 16th St	Ames	IA	50010	INV1241	8/16/2022	\$ 5,617.59	\$ 5,617.59	\$	\$	\$	\$			\$ 1,200.00
003	Reimbursement	Invoice	Roofing Innovations	626 16th St	Ames	IA	50010	INV1241	8/16/2022	\$ 5,617.59	\$ 5,617.59	\$	\$	\$	\$			\$ 4,417.59
004	Reimbursement	Invoice	Draintech	2625 Wakefield Circle	Ames	IA	50010	38850A	8/17/2022	\$ 347.75	\$ 347.75	\$	\$	\$	\$			\$ 347.75
005	Contract Match	Receipt	Mid-States	1116 S. B Avenue	Nevada	IA	50201	NA	8/18/2022	\$ 3,000.00	\$ 3,000.00	\$	\$	\$	\$			\$ 3,000.00
006	Reimbursement	Invoice	Ames Heating & Cooling	1503 Florida Ave.	Ames	IA	50014	8857	8/23/2022	\$ 2,064.25	\$ 2,064.25	\$	\$	\$	\$			\$ 2,064.25
007	Contract Match	Invoice	Central States Roofing	P.O. Box 490	Ames	IA	50010-0490	33112	8/24/2022	\$ 5,910.00	\$ 5,910.00	\$	\$	\$	\$			\$ 3,500.00
008	Reimbursement	Invoice	Central States Roofing	P.O. Box 490	Ames	IA	50010-0490	33112	8/24/2022	\$ 5,910.00	\$ 5,910.00	\$	\$	\$	\$			\$ 2,410.00
009	Reimbursement	Invoice	Draintech	2625 Wakefield Circle	Ames	IA	50010	39155A	8/30/2022	\$ 672.75	\$ 672.75	\$	\$	\$	\$			\$ 672.75
010	Reimbursement	Invoice	Renaissance Restoration	P.O. Box 291	Galena	IL	61036-0291	4417	9/1/2022	\$ 16,660.00	\$ 16,660.00	\$	\$	\$	\$			\$ 16,660.00
011	Reimbursement	Invoice	Roofing Innovations	626 16th St	Ames	IA	50010	INV1241B	9/8/2022	\$ 2,264.84	\$ 2,264.84	\$	\$	\$	\$			\$ 2,264.84
012	Contract Match	Invoice	Renaissance Restoration	P.O. Box 291	Galena	IL	61036-0291	4437	9/23/2022	\$ 9,940.00	\$ 9,940.00	\$	\$	\$	\$			\$ 9,500.00
013	Reimbursement	Invoice	Renaissance Restoration	P.O. Box 291	Galena	IL	61036-0291	4437	9/23/2022	\$ 9,940.00	\$ 9,940.00	\$	\$	\$	\$			\$ 440.00
014	Contract Match	Invoice	Renaissance Restoration	P.O. Box 291	Galena	IL	61036-0291	4438	9/23/2022	\$ 6,553.00	\$ 6,553.00	\$	\$	\$	\$			\$ 6,263.50
015	Reimbursement	Invoice	Renaissance Restoration	P.O. Box 291	Galena	IL	61036-0291	4438	9/23/2022	\$ 6,553.00	\$ 6,553.00	\$	\$	\$	\$			\$ 289.50
016	Contract Match	Invoice	RMH Architects	1615 Golden Aspen Dr., #11C	Ames	IA	50010	21047-02	10/20/2022	\$ 12,000.00	\$ 12,000.00	\$	\$	\$	\$			\$ 3,800.00
017	Contract Match	Invoice	JC Seamless Gutters	239 Maple Ave.	Nevada	IA	50201	11.11.2022	11/11/2022	\$ 1,240.00	\$ 1,240.00	\$	\$	\$	\$			\$ 800.00
018	Reimbursement	Invoice	JC Seamless Gutters	239 Maple Ave.	Nevada	IA	50201	11.11.2022	11/11/2022	\$ 1,240.00	\$ 1,240.00	\$	\$	\$	\$			\$ 440.00
019	Contract Match	Receipt	Pratt Sanitation	P.O. Box 491	Nevada	IA	50201	20374	3/29/2023	\$ 1,563.75	\$ 1,563.75	\$	\$	\$	\$			\$ 1,563.75
020	Reimbursement	Invoice	Pratt Sanitation	P.O. Box 491	Nevada	IA	50201	20638	4/4/2023	\$ 780.75	\$ 780.75	\$	\$	\$	\$			\$ 780.75
021	Reimbursement	Invoice	Pratt Sanitation	P.O. Box 491	Nevada	IA	50201	20666	5/10/2023	\$ 668.75	\$ 668.75	\$	\$	\$	\$			\$ 668.75
022	Contract Match	Invoice	Red Beard Restoration	1236 9th St	Des Moines	IA	50814	20230615	6/15/2023	\$ 3,475.00	\$ 3,475.00	\$	\$	\$	\$			\$ 3,475.00
023	Contract Match	Invoice	Red Beard Restoration	1236 9th St	Des Moines	IA	50814	20230615	6/15/2023	\$ 5,261.50	\$ 5,261.50	\$	\$	\$	\$			\$ 5,261.50
024	Contract Match	Invoice	TCC Materials	1479 NE 69th Pl, #65	Ankeny	IA	50201	106681	7/5/2023	\$ 1,370.00	\$ 1,370.00	\$	\$	\$	\$			\$ 1,370.00

Selection Number	Contract Match or Reimbursement?	Document Type: Invoice / Receipt	Vendor Name	Vendor Address	Vendor City	Vendor State	Vendor Zip Code	Invoice Number	Invoice / Receipt / Sale Date	Invoice / Receipt / Sale Total Amount	Amount Requested for Reimbursement / Match
025	Reimbursement	Invoice	Ultimate Junk & Demo	1928 1st St.	Boone	IA	50036	NA	7/27/2023	\$ 1,350.00	\$ 1,350.00
026	Contract Match	Invoice	White River	1197 Happy Hollow Road	Fayetteville	AR	72701	5038031	8/9/2023	\$ 14,815.00	\$ 9,876.67
027	Reimbursement	Invoice	White River	1197 Happy Hollow Road	Fayetteville	AR	72701	5038031	8/9/2023	\$ 14,815.00	\$ 4,938.33
028	Contract Match	Invoice	Red Beard Restoration	1236 9th St.	Des Moines	IA	50314	20230821	8/21/2023	\$ 10,000.00	\$ 10,000.00
029	Contract Match	Invoice	Pratt Sanitation	P.O. Box 491	Nevada	IA	50201	22640	10/3/2023	\$ 227.80	\$ 227.80
030	Reimbursement	Invoice	Pratt Sanitation	PO Box 491	Nevada	IA	50201	INV22640	10/3/2023	\$ 500.00	\$ 500.00
031	Contract Match	Invoice	Set in Stone Masonry	26385 265th St.	Eldora	IA	50627	INV0154	10/16/2023	\$ 19,125.00	\$ 15,340.00
032	Reimbursement	Invoice	Set in Stone Masonry	26385 265th St.	Eldora	IA	50627	INV0154	10/16/2023	\$ 19,125.00	\$ 3,785.00
033	Reimbursement	Invoice	Red Beard Restoration	1236 9th St.	Des Moines	IA	50314	20231026	10/26/2023	\$ 7,250.00	\$ 7,250.00
034	Reimbursement	Invoice	RMH Architects	1615 Golden Aspen Dr., #11C	Ames	IA	50010	21047-06	11/22/2023	\$ 1,189.55	\$ 1,189.55
035	Reimbursement	Invoice	Central States Roofing	1811 E Lincoln Way	Ames	IA	50010	35528	12/6/2023	\$ 773.50	\$ 773.50
036	Reimbursement	Invoice	Set in Stone Masonry	26385 265th St.	Eldora	IA	50627	INV0164	12/13/2023	\$ 4,500.00	\$ 4,500.00
037	Reimbursement	Invoice	Set in Stone Masonry	26385 265th St.	Eldora	IA	50627	INV0165	12/14/2023	\$ 1,500.00	\$ 1,500.00
038	Reimbursement	Receipt	Amazon	online				NA	1/8/2024	\$ 17.27	\$ 17.27
039	Reimbursement	Invoice	Set in Stone Masonry	26385 265th St.	Eldora	IA	50627	INV0169	1/30/2024	\$ 2,750.00	\$ 2,750.00
040	Reimbursement	Receipt	E&E Construction	2697 Underwood Ave	Marshalltown	IA	50158	NA	1/30/2024	\$ 5,000.00	\$ 5,000.00
041	Reimbursement	Invoice	JC Seamless Gutters	239 Maple Ave.	Nevada	IA	50201	Inv	2/8/2024	\$ 213.00	\$ 213.00
042	Reimbursement	Invoice	RMH Architects	1615 Golden Aspen Dr., #11C	Ames	IA	50010	INV21047-07	2/12/2024	\$ 1,325.50	\$ 1,325.50
043	Reimbursement	Receipt	Ace Hardware	123 Lincoln Highway	Nevada	IA	50201	NA	2/19/2024	\$ 122.77	\$ 122.77
044	Reimbursement	Receipt	Ace Hardware	123 Lincoln Highway	Nevada	IA	50201	NA	2/20/2024	\$ 19.45	\$ 19.45
045	Reimbursement	Receipt	Ace Hardware	123 Lincoln Highway	Nevada	IA	50201	NA	2/20/2024	\$ 14.96	\$ 14.96
046	Reimbursement	Invoice	WinSupply of Ames	1021 Airport Road	Ames	IA	50010	INV288401	2/21/2024	\$ 3,518.87	\$ 3,518.87
047	Contract Match	Invoice	Set in Stone Masonry	26385 265th St.	Eldora	IA	50627	INV0172	2/28/2024	\$ 5,150.00	\$ 2,333.00
048	Reimbursement	Invoice	Set in Stone Masonry	26385 265th St.	Eldora	IA	50627	INV0172	2/28/2024	\$ 5,150.00	\$ 2,817.00
049	Reimbursement	Invoice	WinSupply of Ames	1021 Airport Road	Ames	IA	50010	INV288576	2/29/2024	\$ 93.16	\$ 93.16
050	Reimbursement	Receipt	Ace Hardware	123 Lincoln Highway	Nevada	IA	50201	NA	2/29/2024	\$ 120.82	\$ 120.82
051	Reimbursement	Invoice	Baseys Heating and Cooling	1437 W 8th St	Nevada	IA	50201	INV3903	3/11/2024	\$ 23,750.00	\$ 23,750.00
052	Reimbursement	Invoice	King Automatic Sprinkler C	6613 NE 15th St	Des Moines	IA	50313	INV1025-F347480	3/27/2024	\$ 23,000.00	\$ 23,000.00

Camelot Theater Foundation
Downtown Housing Grant Report
April 10, 2024

PROJECT PROGRESS

How many units have been completed: 0

How many are rented: 0

FINANCIAL PROGRESS

Grant Reimbursements during reporting period: CTF would like to request our first draw. The reimbursement amount per the expense tracker = \$131,405.36.

Project EXPENDITURES during reporting period: Expenses paid during this period totaled \$65,595.80.

Structural engineer fees (\$1,325.50), wall repair (\$2,750), pediments supplies and install (\$5,150+122.77+19.45+14.96+120.82=\$5,428), down payment for framing (\$5,000), down payment for plumbing (\$3,612.03), down payment for HVAC (\$23,750), down payment for sprinklers (\$23,000), gutters (\$213), misc supplies (\$17.27), and dumpster (\$500).

R	Amazon	receipt	1/8/2024	\$ 17.27	\$ 17.27
R	Set in Stone Masonry	INV0169	1/30/2024	\$ 2,750.00	\$ 2,750.00
R	E&E Construction	receipt	1/30/2024	\$ 5,000.00	\$ 5,000.00
R	JC Seamless Gutters	Inv	2/8/2024	\$ 213.00	\$ 213.00
R	RMH Architects	INV21047-07	2/12/2024	\$ 1,325.50	\$ 1,325.50
R	Ace Hardware	receipt	2/19/2024	\$ 122.77	\$ 122.77
R	Ace Hardware	receipt	2/20/2024	\$ 19.45	\$ 19.45
R	Ace Hardware	receipt	2/20/2024	\$ 14.96	\$ 14.96
R	WinSupply of Ames	INV288401	2/21/2024	\$ 3,518.87	\$ 3,518.87
CM	Set in Stone Masonry	INV0172	2/28/2024	\$ 5,150.00	\$ 2,333.00
R	Set in Stone Masonry	INV0172	2/28/2024	\$ 5,150.00	\$ 2,817.00
R	WinSupply of Ames	INV288576	2/29/2024	\$ 93.16	\$ 93.16
R	Ace Hardware	receipt	2/29/2024	\$ 120.82	\$ 120.82
R	Caseys Heating and Cooling	INV3903	3/11/2024	\$ 23,750.00	\$ 23,750.00
R	Viking Automatic Sprinkler Co	INV1025-F347460	3/27/2024	\$ 23,000.00	\$ 23,000.00

\$
65,095.80

Note: Invoices were paid and added to the expense tracker for RMH Architects, but the cleared check receipt has not gone through yet.

Cumulative Project EXPENDITURES as of the end of the reporting period: \$208,916.58

ADDITIONAL PROJECT FUNDS

Is the Adopted Project Budget greater than \$10,000,000: No

Are additional non-ARPA Federal programs that require enforcement of Davis-Bacon Act being used to fund this project?: No

Are Davis-Bacon Act requirements enforced on this project: No

PROJECT STATUS NARRATIVES

What progress has been made since the previous report?

Downtown Housing grant funds are to be used for façade restoration, window restoration and repair, interior apartment renovation, and sprinkler systems. In the first quarter 2024, we had a structural crack in the wall inspected and repaired. The painting, customization, and installation of exterior window pediments was completed. The framing and roughing in of the plumbing, HVAC, and sprinklers for the apartments was started. Sprinklers are about 80% complete, the plumbing is about 90% roughed in, and HVAC will be completed by the end of this week. Electrical will begin after these items are done and should take about five days to complete. Insulation should take a week after electrical complete. Drywall is projected to be complete by mid-May.

What challenges did you have and how did you overcome them since the last report?

There was a delay from our anticipated start date for roughing in as we needed to have a wall crack repaired prior to work on apartments, contractors' schedules were booked out several weeks, then the week of the heavy snow and extreme cold we experienced in early January also caused some delay. Some contractors are donating their labor which takes longer as they are doing the work on their own time.

What is your project construction timeline?

As of the end of December 2024:

- Phase 1 – Complete
- Phase 2 – Complete
- Phase 3 – Construction is now under way and we anticipate to have the project fully complete by August or September. We had submitted an initial request for an extension in February. We were told that IEDA is currently evaluating a process for extension requests, so IEDA would let CTF know of next steps once that is finalized.

What action is going to be taken in the next quarter?

The apartments should be roughed in for HVAC, plumbing, and sprinklers by mid-April. Electrical will begin after these items are done and should take about five days to complete. Insulation should take a week after the electrical is complete. Drywall is projected to be complete by mid-May. Then we can begin the finishing work mid-May through June.

What impact is this project creating?

The work on the façade and windows is a highly visible project to the public, and the renovation work to date has been bringing new energy and synergies to the downtown district. Once the window pediments were installed, CTF received many comments on how beautiful the theater is looking and it adds a lot to the beautification of the downtown district.

March 15, 2024 Article by Marlys Barker on window pediments

The downtown district is attracting new and desirable businesses and more interest in events. Again, the Camelot Theater Foundation feels there is a positive correlation between all the great things that are happening downtown and the impact of the renovated theater.

In addition, CTF has been recognizing our in-kind donors and volunteers through “Thankful Thursday” social media posts with has brought goodwill and a positive impact to the community.

Project Milestones:

All Funding Secured – Date? 8/2023 – Status? Complete

Design/Engineering Complete – Date? 8/2023
- Status? Complete

Yes, the apartment design is complete and a structural engineer has completed an inspection.

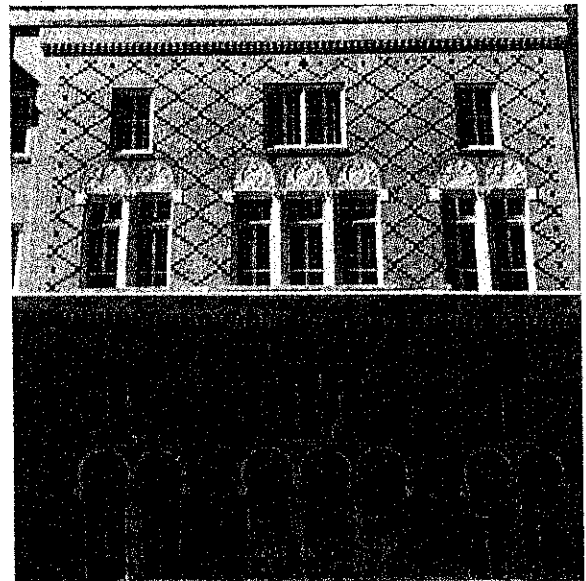
All components out to Bid - Date? 8/2023 -
Status? Complete except for an additional bid for trim and doors is needed.

All Components under Construction Contract
- Date? 1/19/24 - Status? Complete (framing and drywall, plumbing, HVAC, electrical, sprinklers) Bids secured but not yet ready to contract and schedule (flooring, cabinetry, finish work)

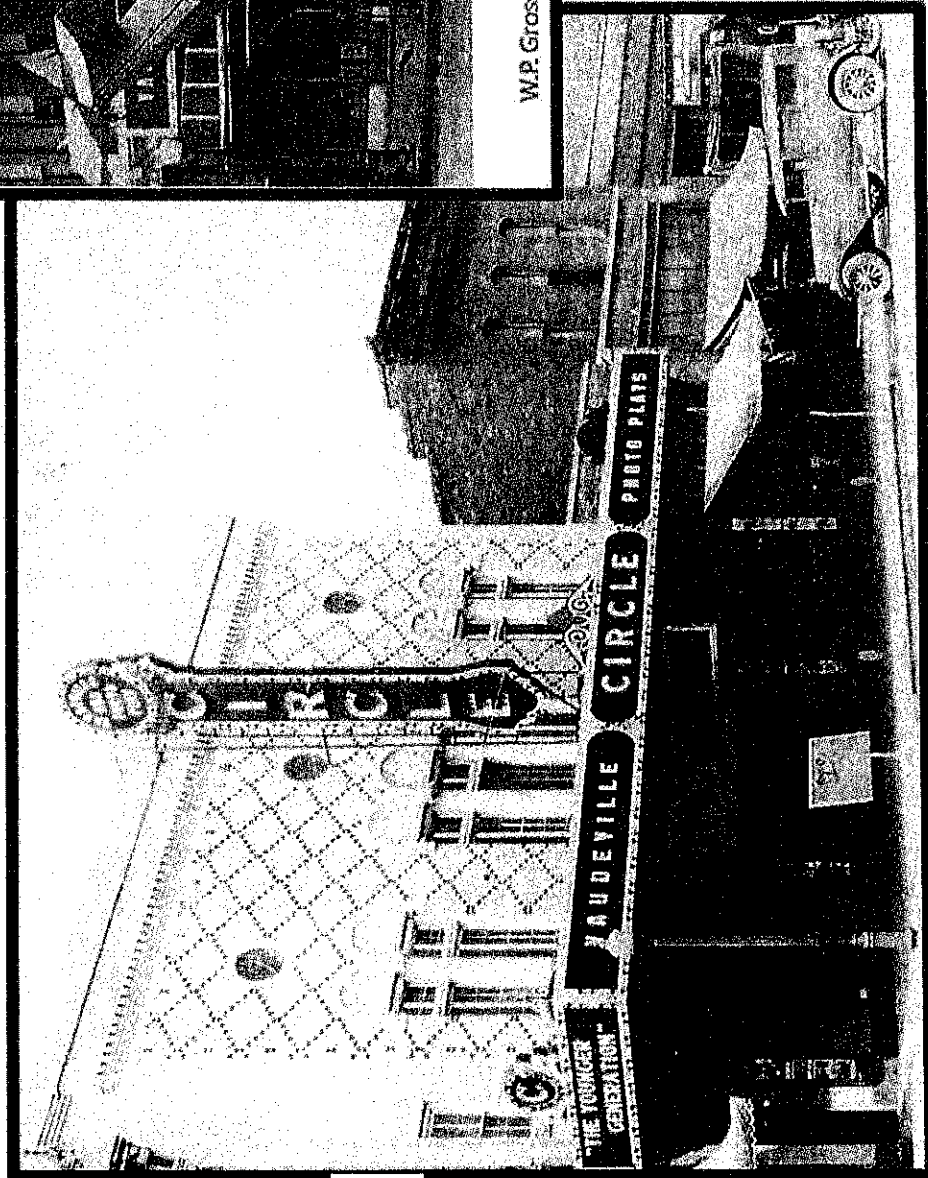
Construction Start - Date? 1/12/24 - Status? In progress

Construction Substantial Completion - Date? August 2024 - Status? In progress

Open to the Public (Someone living in apts) – Date? October 2024 - Status? In progress

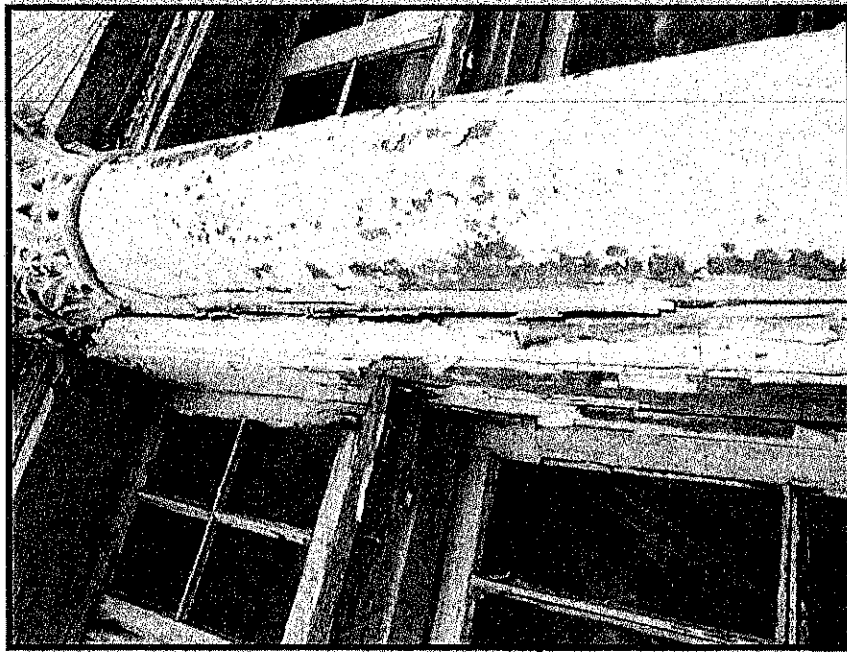


The elegant Circle Theater circa 1930s



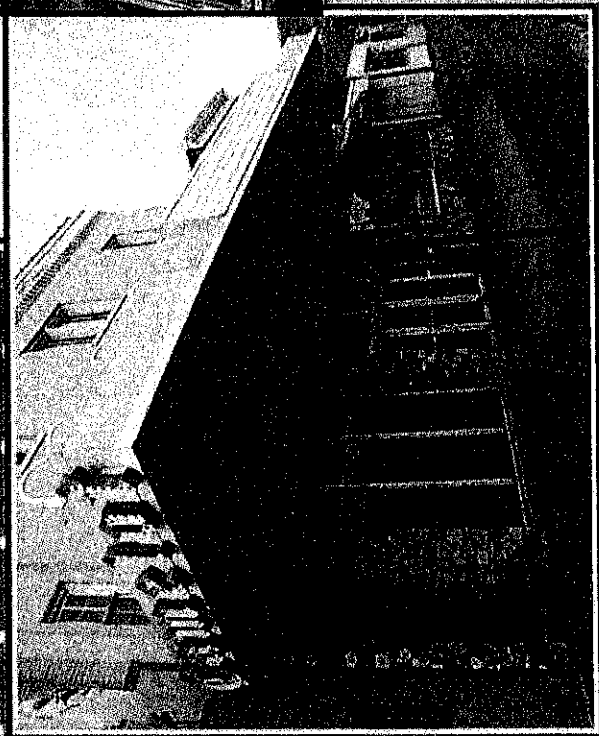
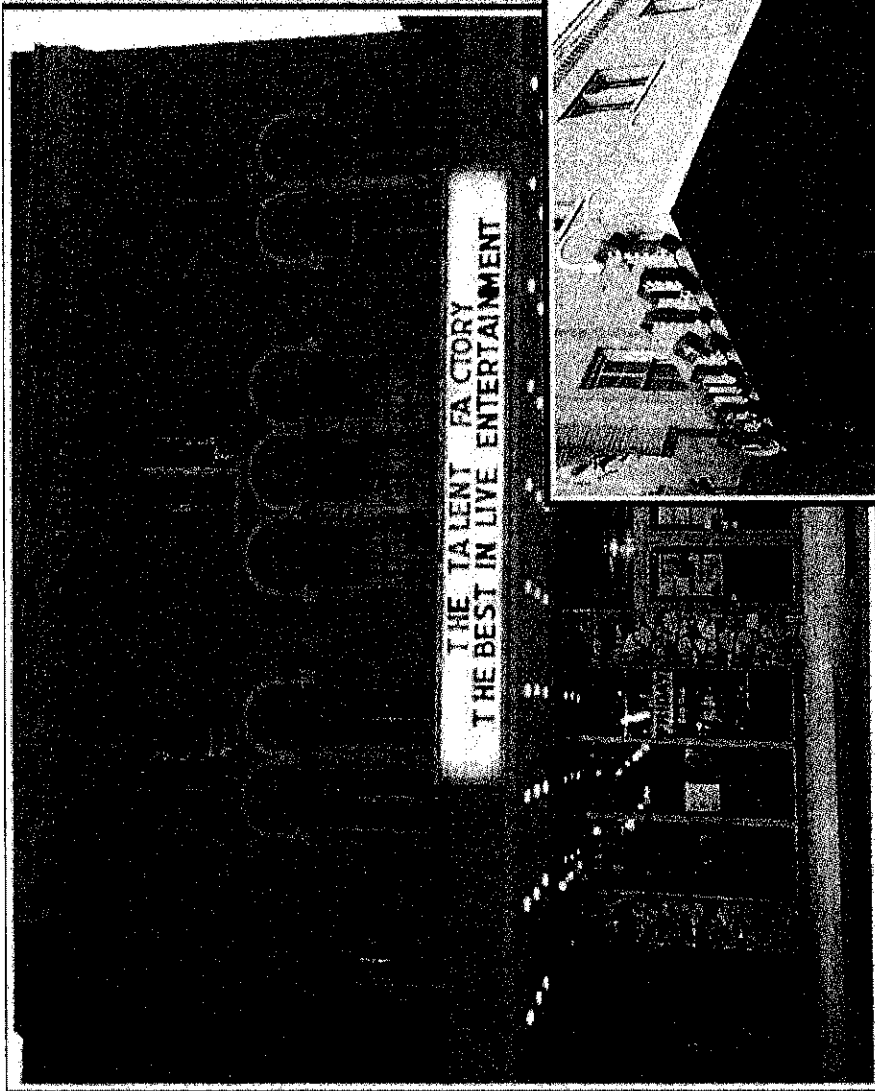
Circle Theater - 1930s.
W.P. Grossman, owner (left) and Howard Mills, long time projectionist (middle)

Camelot
THEATER FOUNDATION

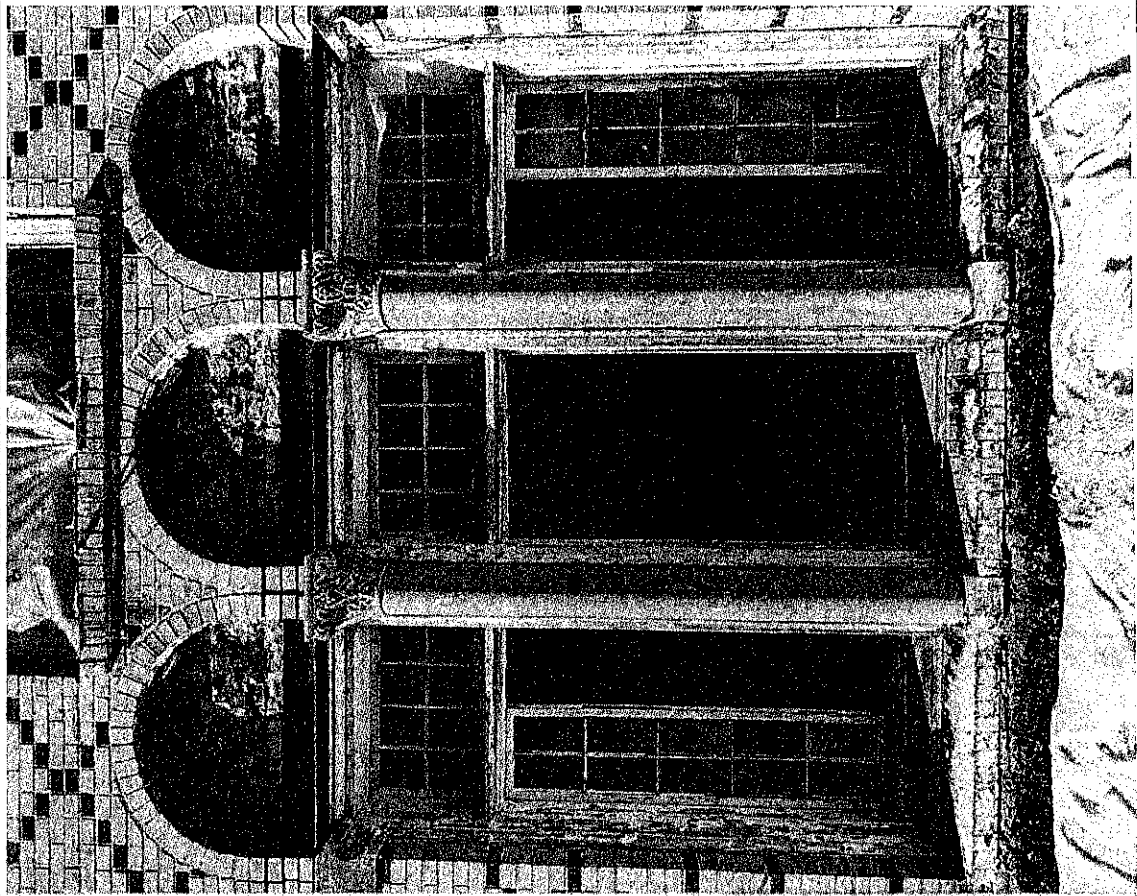


Camelot

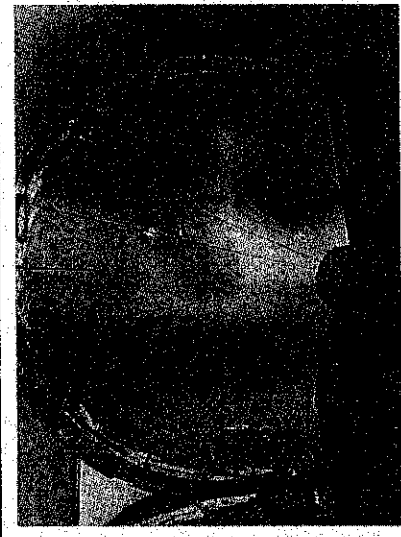
THEATER FOUNDATION



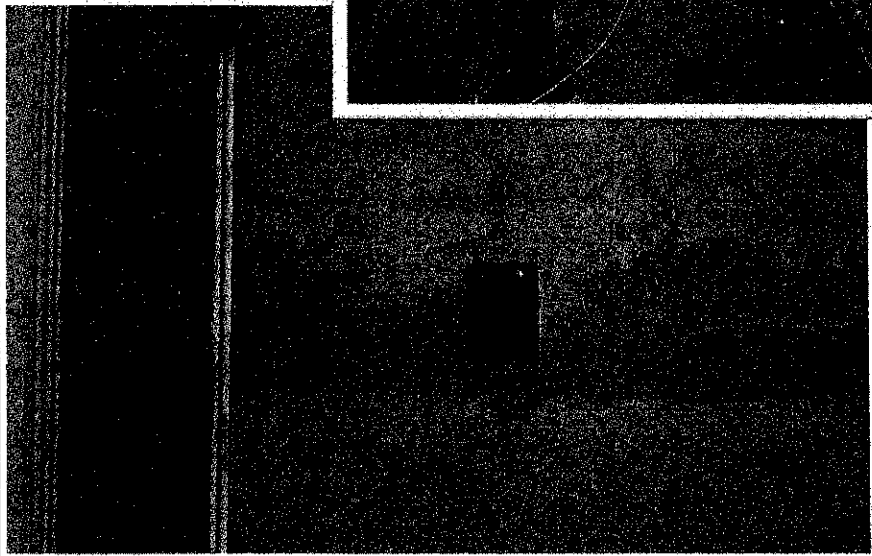
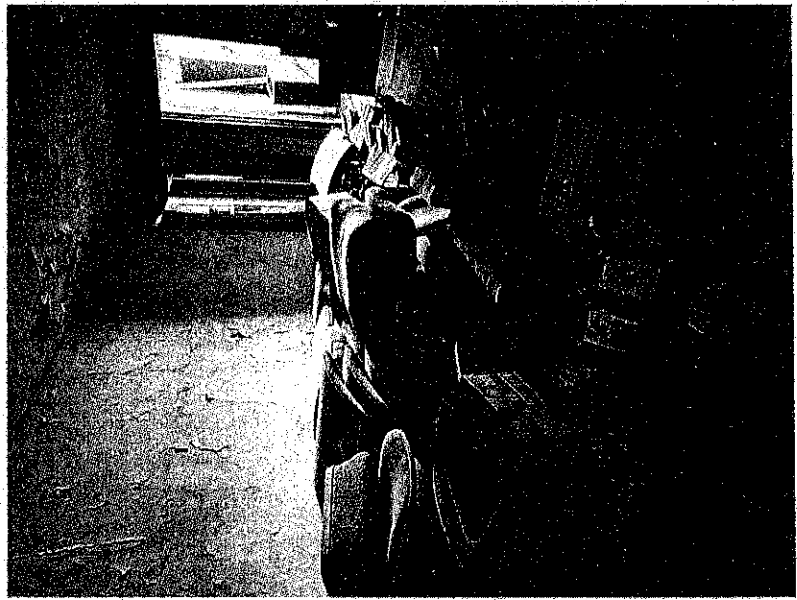
The Camelot Theater prior to renovation



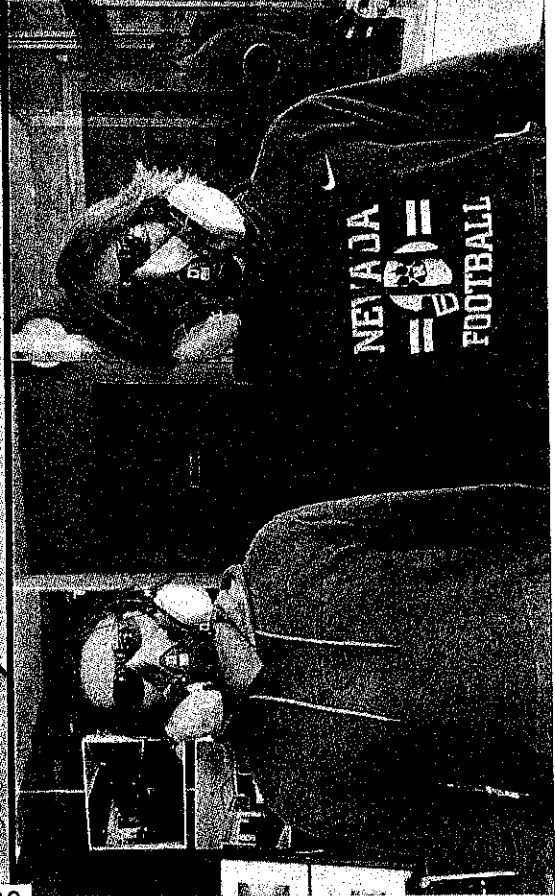
**Windows
prior to
restoration**

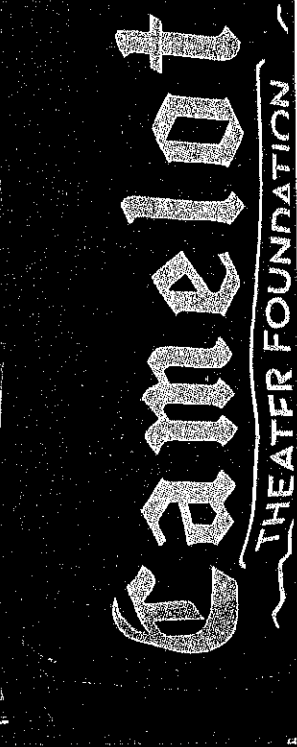
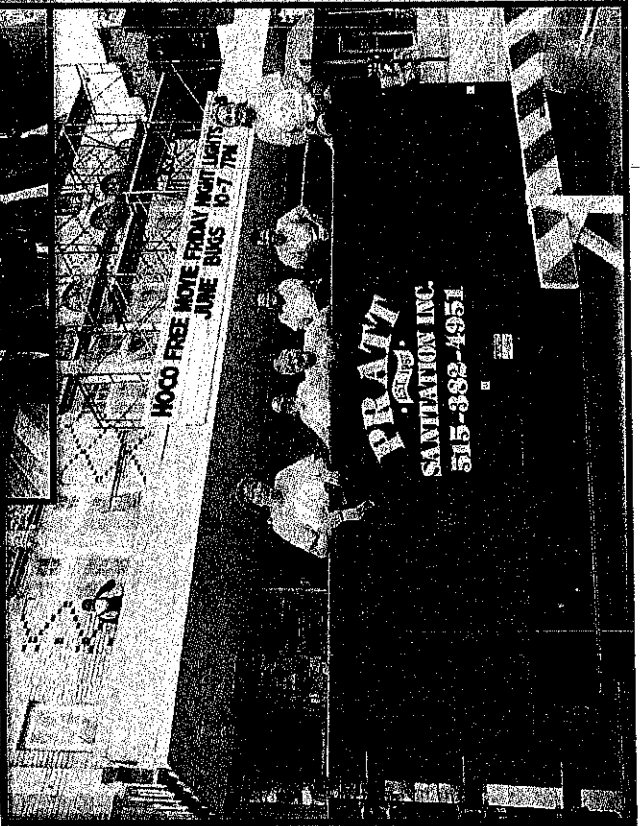


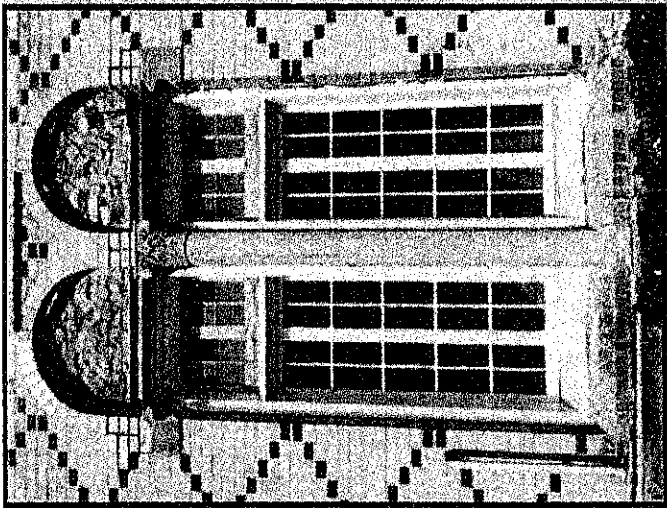
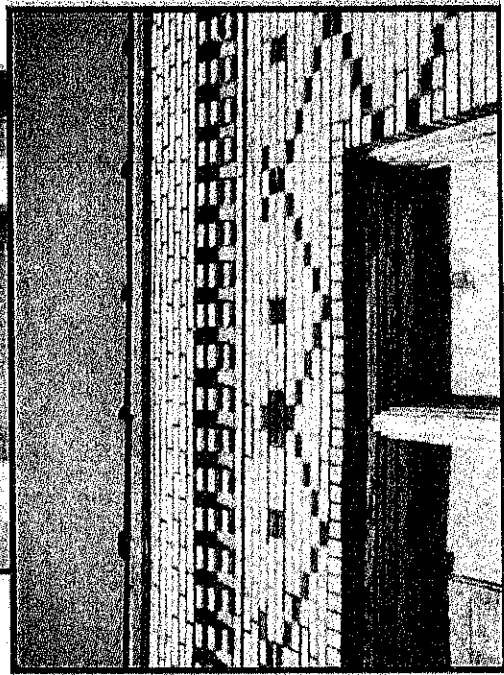
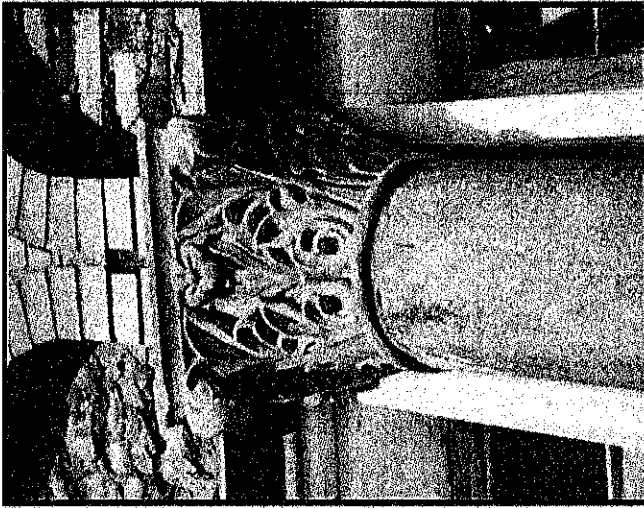
Water leaks threatened the integrity of the building, and the basements and apartments were filled with decades of junk.



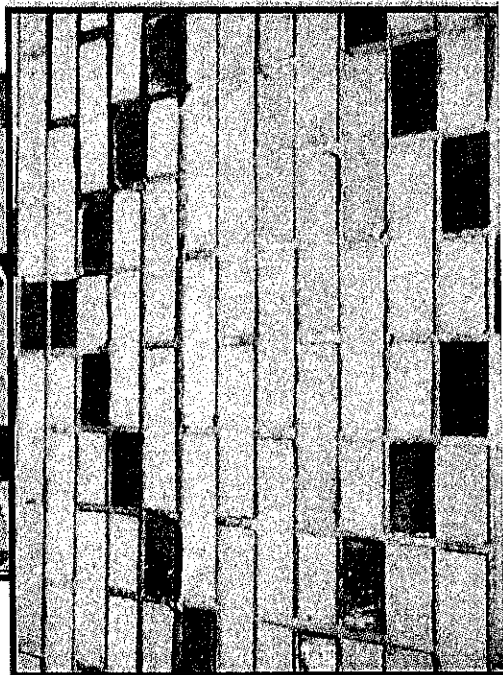
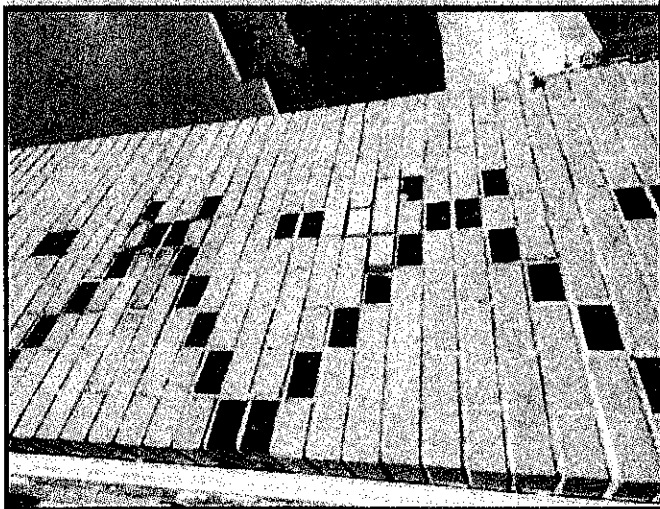
Thanks to our hard-working volunteers,
board members, donors, and grantors,
we have accomplished great things!



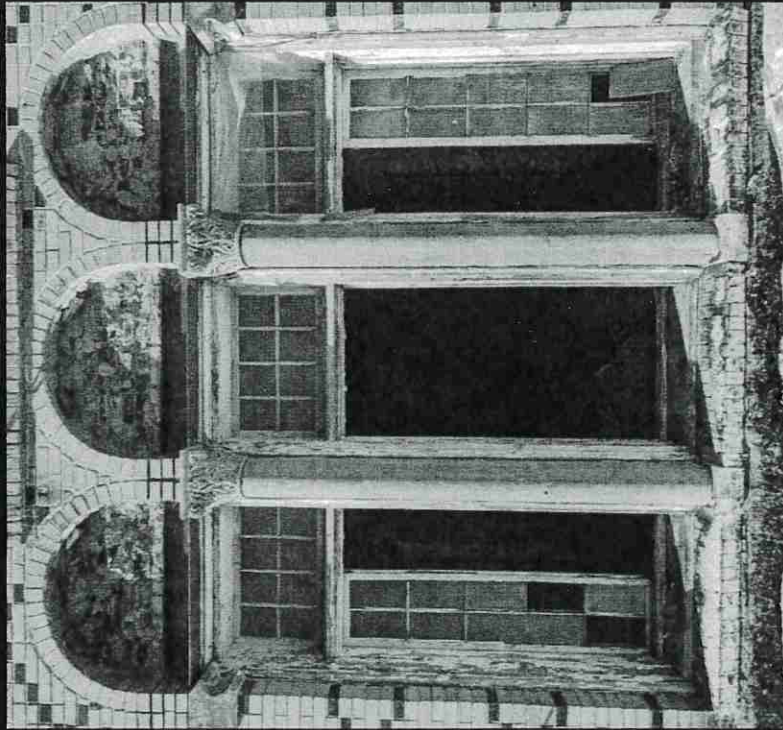




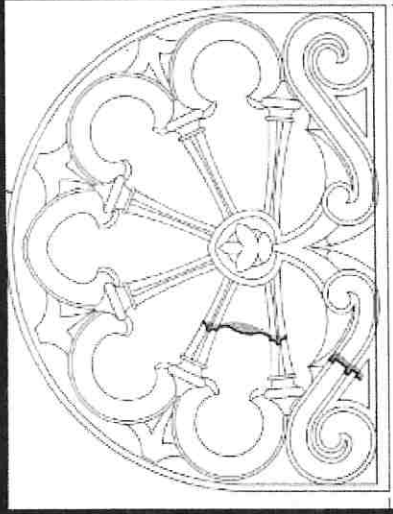
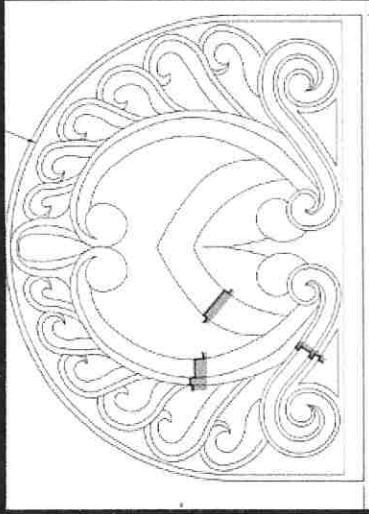
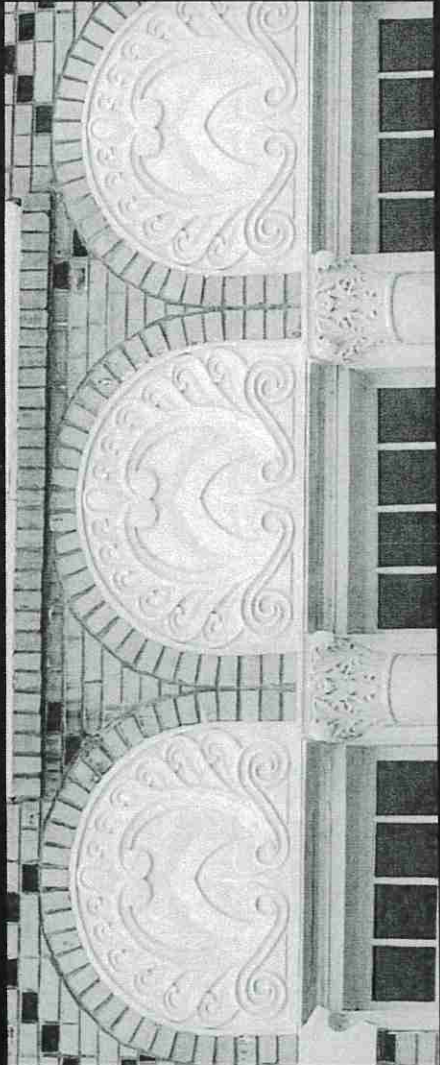
The building is water tight and the upper façade work is complete—paint removed, brick repaired and tuckpointed.



1st Quarter 2024 Update



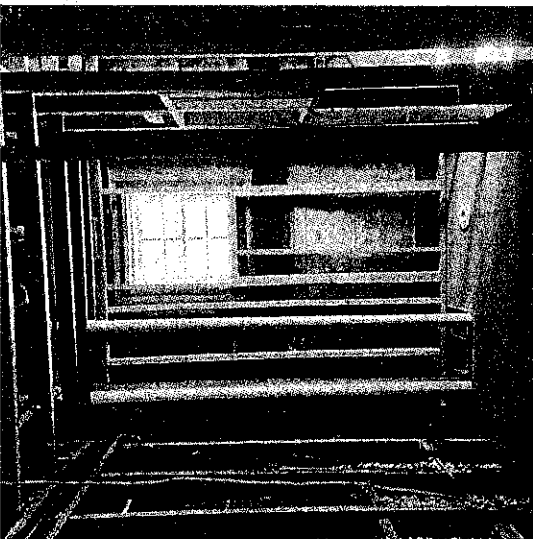
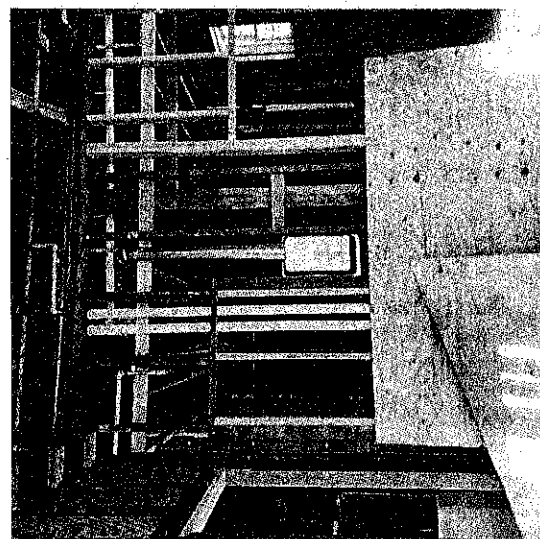
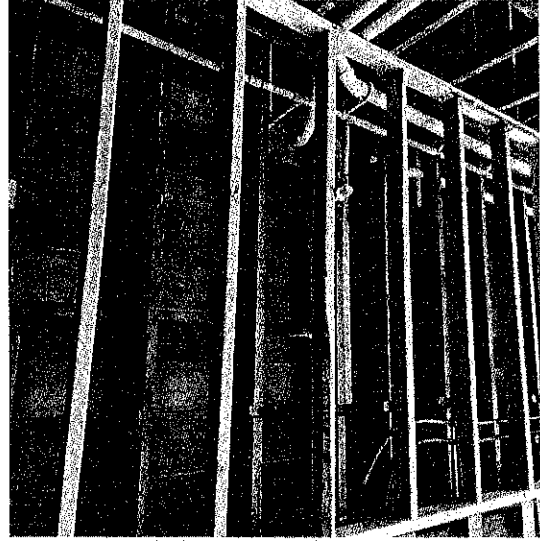
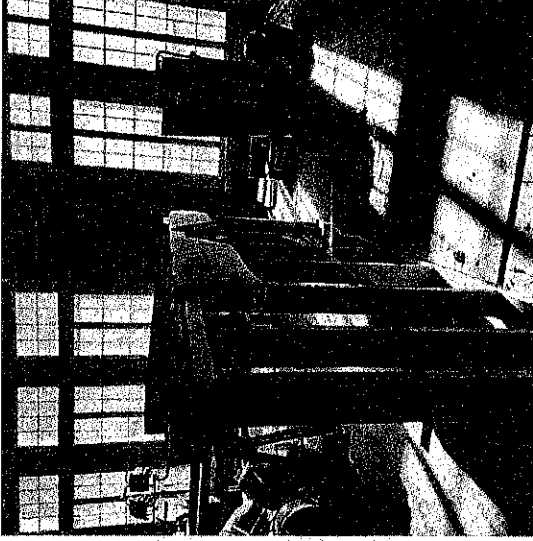
The Camelot windows before and after restoration. Decorative window pediments using the original architect's design complete the look of the upper facade. Picture on right taken 3/3/24.



Decorative window pediments using the original architect's design complete the look of the facade.
Picture taken 3/3/24.

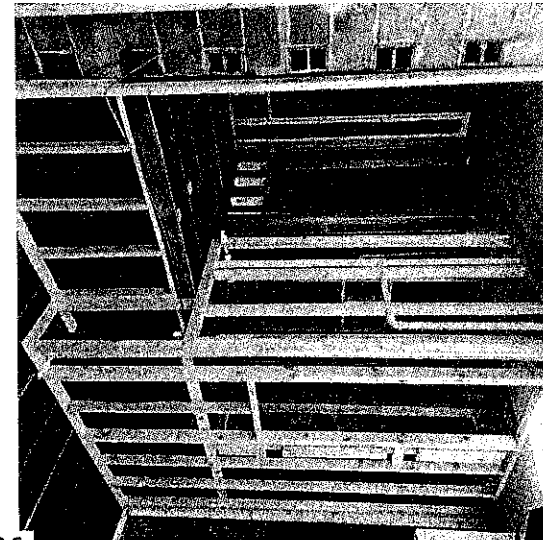
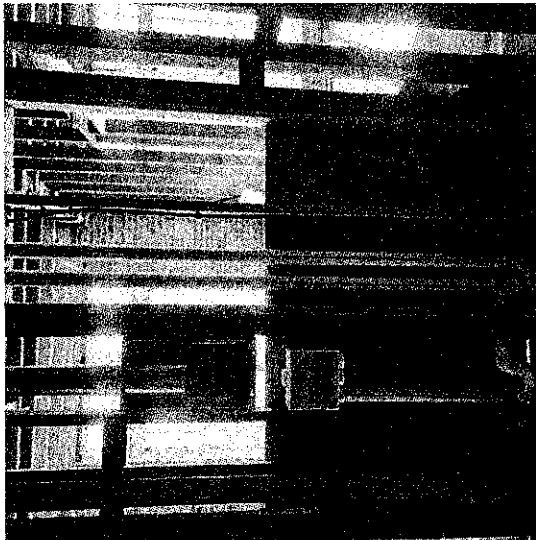
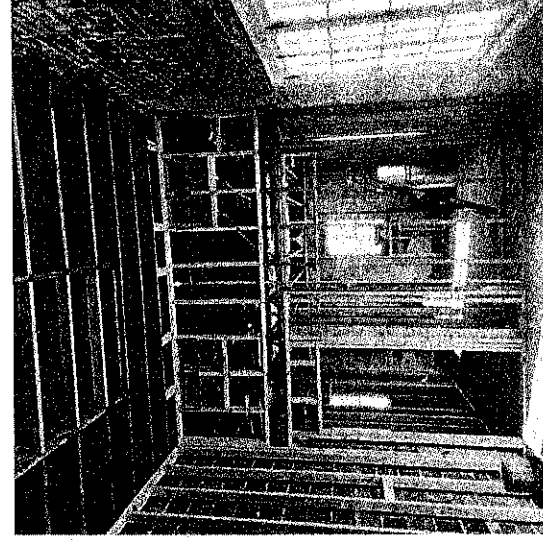
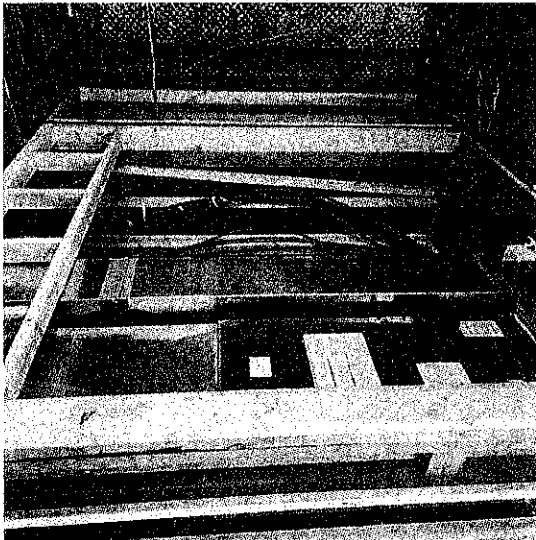
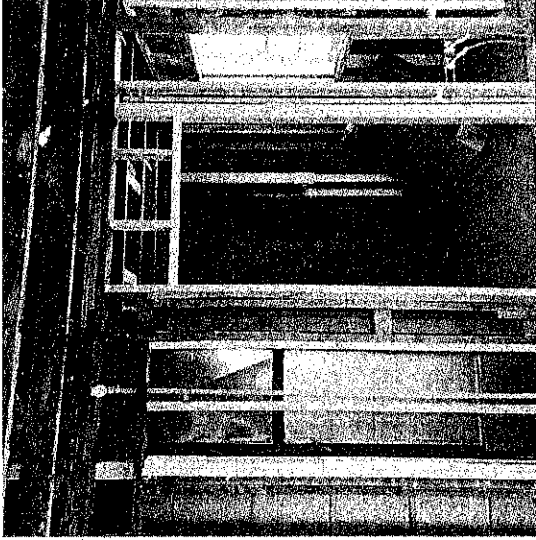
2nd floor
apartment
rough in—
framing,
plumbing,
HVAC, and
sprinklers.

Picture
taken
4/5/24.



3rd floor
apartment
rough in—
framing,
plumbing,
HVAC, and
sprinklers.

Picture
taken
4/5/24.



RESOLUTION NO. 080 (2023/2024)

A RESOLUTION APPROVING AGREEMENT FOR COVENANTS AND RESTRICTIONS (DOWNTOWN HOUSING GRANT PROGRAM) BETWEEN THE CITY OF NEVADA, IA AND CAMELOT THEATER FOUNDATION

WHEREAS, this agreement for covenants and restrictions is between the City of Nevada, IA (the "City"), and Camelot Theater Foundation (the "Owner"); and

WHEREAS, the City will receive downtown Housing Grant Program ("Program") funds from the Iowa Economic Development Authority ("IEDA"); and

WHEREAS, the City will utilize the Program funds received from IEDA to assist Owner with its project located at 1114 6th Street; and

WHEREAS, in accordance with the Program contract executed by the City and IEDA and the Development Agreement, the Owner is required to develop a housing unit or housing units, and is further required to comply with the requirements and covenants set forth therein; and

WHEREAS, pursuant to 2 C.F.R. 200.310-316, property, supplies, and equipment purchased with Grant Funds, must continue to be used consistent with the purpose for which it was purchased or improved or be subject to disposition procedures specified therein; and

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

1. The Agreement for Covenants and Restrictions (Downtown Housing Grant Program), 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 22nd day of April, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Covenant for Downtown Housing Grant Recipients

AGREEMENT FOR COVENANTS AND RESTRICTIONS

**Document prepared by, and
after recording, please return to:**
Rita C. Grimm, Chief Legal Counsel
Iowa Economic Development Authority
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
(515) 348-6200

GRANTOR AND TAXPAYER: Camelot Theater Foundation

GRANTEE: City of Nevada, IA

LEGAL DESCRIPTION:

O T S22' LOT 5 & N24' LOT 8 EX E20' BLK 3
Property Address: 1114 6th Street

Covenant for Downtown Housing Grant Recipients

AGREEMENT FOR COVENANTS AND RESTRICTIONS (DOWNTOWN HOUSING GRANT PROGRAM)

THIS AGREEMENT FOR COVENANTS AND RESTRICTIONS ("Agreement"), effective as of _____, is between City of Nevada, IA, (the "City"), and Camelot Theater Foundaion (the "Owner").

WITNESSETH:

WHEREAS, the City received Downtown Housing Grant Program ("Program") funds from the Iowa Economic Development Authority ("IEDA"); and

WHEREAS, the City utilized the Program funds received from IEDA to assist Owner with its project to be located on the real estate described in **Exhibit A** hereto (the "Property") as identified in the Program application dated January 1, 2022, and the Owner and the City have entered into a Development Agreement relating to the Project, dated December 10, 2021, (the "Development Agreement"); and

WHEREAS, in accordance with the Program contract executed by the City and IEDA dated June 27, 2022 ("the Contract") and the Development Agreement, the Owner is required to develop a housing unit or housing units, and is further required to comply with the requirements and covenants set forth therein; and

WHEREAS, pursuant to 2 C.F.R. 200.310-316, property, supplies, and equipment purchased with Grant Funds, must continue to be used consistent with the purpose for which it was purchased or improved or be subject to disposition procedures specified therein; and

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. As used in this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

"Housing Units" means those units contained on the Property that are occupied as permanent residences.

"Downtown Housing Grant Program" or "Program" means the grant program administered by IEDA to provide financial assistance for projects that support local downtown revitalization through new and renovated housing opportunities in communities under 30,000.

"IEDA" means the Iowa Economic Development Authority.

2. As a condition to receipt of Program Funds, and in order to help ensure compliance by the Owner and any future owner of the Project with the requirements and covenants set forth in the Contract and Development Agreement throughout the required period of time ("Enforcement Period") as set forth in the Contract and Development Agreement thereto, so as to maintain the housing units for which assistance has been provided through the Program and therefore protect the investment of the City and IEDA in the Project, and in order to give the City and IEDA the ability to fulfill its obligations under the Program to ensure such compliance, certain covenants and restrictions enforceable by the City must be placed on the real estate described in **Exhibit A** hereto governing the use of the Project, which covenants and restrictions shall run with the land and be binding on the Owner and its successors or assigns. The Owner, for itself and for its successors or assigns, makes the following covenants as to the use of the Project and the real estate described in **Exhibit A**:

(a) All of the Program Funds shall be spent on Eligible Costs of the Project described in the Contract, in accordance with the Project described in Exhibit A to the Contract;

(b) The Project shall be completed so as to provide the project benefits as required by and specified in the regulations and as referenced in the Contract;

(c) The Project shall constitute an eligible activity in compliance with the Program as described in the Contract, and the Owner shall comply with all of the Program requirements and shall own, operate and manage the Project as an eligible project **throughout the Enforcement Period ending effective December 31, 2031**;

(d) Throughout the Enforcement Period, the Project shall be continuously occupied as a permanent residence, except for reasonable periods required to fill a vacancy between occupants as determined by the city, and shall not be used as a short-term rental of fewer than six months in duration or used as other commercial property;

Covenant for Downtown Housing Grant Recipients

(e) Throughout the Enforcement Period, the Owner shall allow inspections of the Project to ensure continued compliance with all locally adopted and enforced building codes and standards, or, in the absence of any locally adopted and enforced building codes and standards, the requirements of the current Iowa State Building Code;

(f) Throughout the Enforcement Period, the City and Owner shall comply with all laws, guidance, rules and regulations applicable to the Program and Grant Funds, including but not limited to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”); Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance.

(g) In order to ensure compliance with the covenants in subparagraphs (d), (e), and (f) above, Owner shall submit to the City its annual certification of compliance with such covenant, together with documentation in form and substance satisfactory to the City evidencing compliance with such covenant; and

(h) The Owner shall comply with all the covenants set forth in the Development Agreement.

3. All the covenants herein shall run with the real estate described in **Exhibit A** hereto and the Project thereon and be binding upon the Owner and its successors or assigns for the Enforcement Period. To ensure compliance with the requirements of the Program, this Agreement shall not be terminated before December 31, 2031.

4. Notwithstanding the provisions of Section 3, such covenants shall cease to apply to the Project prior to the end of the Enforcement Period in the event of involuntary noncompliance therewith caused by a fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or action of a federal agency after the date of making of the Loan which prevents the City or its successors or assigns from enforcing the covenants, or condemnation or similar event, but only if, within a reasonable period, amounts received by the Grantor as a consequence of such event are used to provide a project which meets the requirements of the Program.

Notwithstanding the provisions of Section 4, if once the Project has been subject to foreclosure, transfer of title by deed in lieu of foreclosure or similar event, and at any time during the part of the Enforcement Period subsequent to such event, the Grantor or a related person to the Grantor obtains an ownership interest in the Project for tax purposes, the covenants herein shall once again run with the land described in Attachment A hereto and the Project thereon and be binding on the Grantor or such related person and their respective successors or assigns for the remainder of the Enforcement Period.

5. The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in such manner and in such places as the City may reasonably request, and shall pay all fees and charges incurred in connection therewith.

6. This Agreement may be amended only by an amendment in writing executed by the parties hereto and properly recorded in the County Recorder’s office.

7. Except for the rental of units in the Project to tenants, the Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any interest therein without obtaining the prior written consent of the City, which shall be conditioned solely upon receipt of evidence satisfactory to the City that the Owner’s purchaser or transferee (i) has assumed in writing and in full the Owner’s duties and obligations under this Agreement and all related documents thereto; (ii) has the financial capability to carry out such obligations; and (iii) is knowledgeable in the operation and management of facilities similar to the Project facilities. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this paragraph may be ineffective to relieve the Owner of its obligations under this Agreement and all related documents thereto.

8. If the Owner defaults in the performance or observance of any covenant, agreement or obligation of the Owner set forth in this Agreement, and if such default remains uncured for a period of 20 Business Days, provided, however, that if a non-monetary default cannot reasonably be cured within 20 Business Days and the Owner commences a cure within 20 Business Days and proceeds in good faith to effect such cure thereafter, the cure period with respect to such breach or default shall be extended for up to an additional 30 Business Days, then the City may declare that the Owner is in default hereunder and may take any one or more of the following steps, at its option:

- (a) temporarily suspend making disbursements of Program Funds under this Agreement pending correction of the deficiency or default by the Owner;
- (b) require the immediate repayment of the Program Funds;
- (c) declare the Owner and its principals “not in good standing” with respect to the City;
- (d) cease making any further payments of Program Funds under this Agreement;

Covenant for Downtown Housing Grant Recipients

- (e) terminate this Agreement;
- (j) exercise any rights it may have under the Contract or Development Agreement; and
- (k) exercise any other rights and remedies that may be available under law or in equity.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of the City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

9. This Agreement shall be governed by the laws of the State of Iowa.

10. Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto:

City: City of Nevada
PO Box 530
Nevada, IA 50201
Attention: City Administrator

Owner: Camelot Theater Foundation
PO Box 44
Nevada, IA 50201
Attention: Melissa Sly

11. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

12. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

13. All the rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by its duly authorized officers.

Covenant for Downtown Housing Grant Recipients

OWNER:

Camelot Theater Foundation

By: Melissa Sly
Print Name: MELISSA SLY
Authority: PRESIDENT

By: _____
Print Name: _____
Authority: _____

STATE OF IOWA)

COUNTY OF STORY)

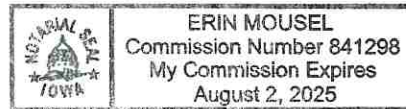
On this 10th day of April, 2024, in front of the undersigned notary public, in and for the State of Iowa, personally appeared Melissa Sly, for the president for Camelot Theater Foundation a Foundation organized in the State of Iowa, and that Melissa Sly, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and The Camelot Theater Foundation

Erin Mousel

Signature of Notary Public

STATE OF IOWA)

COUNTY OF _____)



On this _____ day of _____, 2024, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, the _____ for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

Covenant for Downtown Housing Grant Recipients

CITY:

By: _____
Print Name: _____
Authority: _____

By: _____
Print Name: _____
Authority: _____

STATE OF IOWA)

)

COUNTY OF _____)

On this _____ day of _____, 2024, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, the _____ for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

STATE OF IOWA)

)

COUNTY OF _____)

On this _____ day of _____, 2024, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, the _____ for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

Covenant for Downtown Housing Grant Recipients

EXHIBIT A

LEGAL DESCRIPTION

The following described real estate located in the City of Nevada, IA, Story County, Iowa:

OT S22' LOT 5 & N24' LOT 8 EX E20' BLK 3

PROPERTY ADDRESS: 1114 6TH STREET

RESOLUTION NO. 081 (2023/2024)

A RESOLUTION AUTHORIZING SALARY INCREASES FOR NON-UNION EMPLOYEES FOR FISCAL YEARS 24/25, 25/26 AND 26/27, EFFECTIVE JULY 1, 2024

WHEREAS, the City Council previously adopted a Pay for Performance Evaluation Tool to adjust the salaries of all non-union employees based upon performance criteria; and

WHEREAS, the City Council has received recommendations from the City Administrator regarding salary increases for non-union employees to better align with the salary increases awarded to union employees; and

WHEREAS, it is recommended that non-union employees receive a salary adjustment for fiscal years 24/25, 25/26 and 26/27, based on the score from the Evaluation Tool plus a set 2% increase; and

WHEREAS, the City Administrator is authorized to approve the afore-mentioned salary increases even if the resulting salary exceeds the maximum ranges previously approved by City Council; and

WHEREAS, it is in the best interest of the City that the recommendation of an additional 2% wage increase for non-union employees be adopted and implemented beginning with the payroll that includes July 1, 2024.

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

1. Each non-union employee will receive a Performance Evaluation using the Pay for Performance Evaluation Tool previously adopted. The salary adjustment will be the average score from the evaluation tool plus an additional 2% increase for fiscal years 24/25, 25/26 and 26/27.
2. The City Administrator is authorized to approve the afore-mentioned salary increases even if the resulting salary exceeds the maximum ranges previously approved by City Council.
3. City staff is directed to prepare new Minimum and Maximum wage scales for all non-union positions for later consideration.

Passed and approved this 22nd day of April, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

RESOLUTION NO. 082

Resolution to provide for a notice of hearing on proposed plans, specifications, forms of contract and estimate of cost for the 19th Street Trail Project and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Nevada, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and forms of contract prepared by HR Green, Inc. (the "Project Engineers"), which may be hereafter referred to as the "19th Street Trail Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and forms of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

NOW, THEREFORE, Be It Resolved by the City Council (the "Council") of the City of Nevada, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. May 28, 2024, at 6:00 p.m., at the Council Chambers, City Hall, Nevada, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing. The Notice of Hearing shall be in substantially the following form:

(Form of Notice of Hearing)

**NOTICE OF PUBLIC HEARING ON PROPOSED
PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE
19TH STREET TRAIL**

NEVADA, IOWA

Notice is Hereby Given: That at 6:00 PM, at the Council Chambers, City Hall, 1209 6th Street, Nevada, IA 50201 on May 28, 2024, the City Council of the City of Nevada, Iowa (The "City") will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed 19th Street Trail (the "Project").

The Project shall consist of:

Division 1 - Strip and stockpile topsoil, excavation and rough grading in preparation for subbase, pipe culvert installation and extensions, temporary traffic control, SWPPP management and associated work.

Division 2 - Compact and Trim subbase furnished and installed by City, 6" HMA shared use path, PCC sidewalk, seeding, temporary traffic control, SWPPP management and associated work.

Divisions 1 and 2 are not tied and may be awarded to separate Bidders.

A copy of the proposed Contract Documents is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Kerin Wright
City Clerk

Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 1:00 p.m. on May 20, 2024, in the office of the City Clerk, City Hall, Nevada, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Engineers the duty of opening and announcing the results of the bids received. May 28, 2024, at 6:00 p.m., at the Council Chambers, City Hall, in the City, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.

Section 7. The City Clerk and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the following form:

(Form of Notice to Bidders)

**NOTICE TO BIDDERS
19TH STREET TRAIL
NEVADA, IOWA**

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvement as stated below must be filed before 1:00 PM on May 20, 2024 in the office of the City Clerk, City Hall, 1209 6th Street, Nevada, IA 50201.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 1:00 PM on May 20, 2024 in the office of City Clerk, City Hall, 1209 6th Street, Nevada, IA 50201 for consideration by the City Council of City of Nevada, Iowa at its meeting on May 28, 2024 at 6:00 PM. The City of Nevada, Iowa reserves the right to reject any and all bids.

The City of Nevada, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Time for Commencement and Completion of Work. Work on the improvement shall commence within 10 days of the date specified on the Notice to Proceed. Notice to Proceed shall be no later than Within 10 days of Execution of Agreement. Work for Division 1 shall be fully completed on or before August 23, 2024. Work for Division 2 shall start after Division 1 is completed on August 23, 2024 and be substantially complete on or before November 1, 2024, and shall be fully completed on or before December 1, 2024. Damages in the amount of Five Hundred & 00/100 Dollars (\$500.00) per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 26.8 of the Iowa Code in an amount equal to Ten (10) percent of the total amount of the bid.

Contract Documents. Copies of the Plans and Specifications for this project may be obtained from HR Green, Inc., 5525 Merle Hay Rd., Ste. 200, Johnston, Iowa 50131, Ph: 515-278-2913 or e-mail request to kmuhlerna@hrgreen.com. Plans and Specifications are available at no cost

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the City Council of the City of Nevada, Iowa on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 PM on May 28, 2024 in the Council Chambers, City Hall, 1209 6th Street, Nevada, IA 50201.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and, further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Nevada, Iowa will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

General Nature of Public Improvement.

Division 1 - Strip and stockpile topsoil, excavation and rough grading in preparation for subbase, pipe culvert installation and extensions, temporary traffic control, SWPPP management and associated work.

Division 2 - Compact and Trim subbase furnished and installed by City, 6" HMA shared use path, PCC sidewalk, seeding, temporary traffic control, SWPPP management and associated work.

Divisions 1 and 2 are not tied and may be awarded to separate Bidders.

This Notice is given by authority of the City of Nevada, Iowa

Kerin Wright, City Clerk
City of Nevada, Iowa

Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved April 22, 2024.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

••••

On motion and vote, the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Specification No. _____

**SPECIFICATIONS
FOR
19TH STREET TRAIL
CITY OF NEVADA, IOWA
2024**


**HR Green, Inc.
Project No. 2402192**

OWNERSHIP OF DOCUMENT

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of HR Green, Inc. and is not to be used, in whole or in part, for any other project without the written authorization of HR Green, Inc.

HR Green, Inc.
Project No. 2402192

19th Street Trail
Nevada, Iowa

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p>
	<p>Date: _____</p> <p>BRANDON L. MICKELSON, P.E.</p> <p>License No. 2442528</p> <p>My renewal date is December 31, 2025.</p> <p>Pages or sheets covered by this seal: ENTIRE DOCUMENT</p>

**SPECIFICATIONS
FOR
19TH STREET TRAIL
NEVADA, IOWA**

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This project is based on 2024 Edition of
The SUDAS Standard Specifications
unless modified herein.

**INSTRUCTIONS TO BIDDERS
19TH STREET TRAIL
NEVADA, IOWA**

The work comprising the above referenced project shall be constructed in accordance with the 2024 Edition of the SUDAS Standard Specifications Manual. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting your bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

- A. The bid security must be in the minimum amount of Ten (10) percent of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction.
- B. The bid bond must be submitted on the SUDAS Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable.
- C. Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- B. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to Iowa Administrative Code rule 875-156.2(1). The bidder must complete the form and submit it with the proposal. Failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the Bidder Status Form whether any preference to resident bidders, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal. Application of the preference against a non-resident bidder shall be in accordance with the information filed with the Proposal on the Bidder Status Form.
- C. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued;
- Part C – Bid Items, Quantities and Prices;
- Part F – Additional Requirements;
- Part G – Identity of Bidder;

The following documents which are proposal attachments must be completed and attached:

ITEM NO.	DESCRIPTION OF ATTACHMENT
-----------------	----------------------------------

- | | |
|----|--|
| 1. | Bidder Status Form and Worksheet: Authorization to Transact Business |
|----|--|

Sign the proposal; and have the signature notarized. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

The following documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Jurisdictional Engineer in writing. The Jurisdictional Engineer will issue any necessary interpretation by an addendum.

**PROPOSAL
19TH STREET TRAIL
NEVADA, IOWA**

PROPOSAL: PART A – SCOPE

The City of Nevada, Iowa, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

Division 1 - Strip and stockpile topsoil, excavation and rough grading in preparation for subbase, pipe culvert installation and extensions, temporary traffic control, SWPPP management and associated work.

Division 2 - Compact and Trim subbase furnished and installed by City, 6" HMA shared use path, PCC sidewalk, seeding, temporary traffic control, SWPPP management and associated work.

Divisions 1 and 2 are not tied and may be awarded to separate Bidders.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below and certifies that said addenda were utilized in the preparation of this bid.

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The bidder must provide any Bid Prices, and alternate Prices, and the Total of the Base Bid plus any Add-alternates on the Proposal Attachment: Part C-Bid Items, Quantities, and the Prices. The Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on the comparison of the total bid only, not including any alternates; and
3. Make such alterations in the documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or furnish said bond; and
3. Commence the work on this project within 10 days of the date specified on the Notice to Proceed; and
4. Fully complete Division 1 on or before August 23, 2024; and
5. Substantially complete Division 2 on or before November 1, 2024 after starting Division 2 after Division 1 is completed on or before August 23, 2024; and
6. Fully complete the project on or before December 1, 2024;
7. Pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred & 00/100 Dollars (\$500.00) for each calendar day thereafter the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid

price of the Bidder or of any other bidder, and that all statements in this proposal are true;
and

5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	Bidder Status Form and Worksheet: Authorization to Transact Business

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is Submitted by a/an:

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Joint-venture: all parties must join-in and execute all documents
- Other

_____ Bidder

_____ Signature

By _____ Name (Print/Type)

_____ Title

_____ Street Address

_____ City, State, Zip Code

_____ Telephone Number

The Bidder shall enter its Public Registration Number _____ - _____ issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile of any signature will not be accepted.

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public in and for

State of _____
County of _____

My commission expires _____

**PROPOSAL
19TH STREET TRAIL
NEVADA, IOWA**

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximately only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Construction Cost for Division 1 and Division 2 separately for comparison of bids.

The Bidder understands Division 1 and Division 2 are not tied and may be awarded to separate Bidders. The Bidder also understands that they may submit a bid for one or both Divisions.

ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL
DIVISION 1					
1-1	TOPSOIL, ON-SITE, DIVISION 1	CY	1210	\$	\$
1-2	EXCAVATION, CLASS 10, DIVISION 1	CY	1045		
1-3	PIPE CULVERT, TRENCHED, CMP, 18"	LF	36		
1-4	PIPE CULVERT, TRENCHED, RCP, 21"	LF	34		
1-5	PIPE CULVERT, TRENCHED, RCP, 30"	LF	21		
1-6	PIPE APRONS, CMP, 18"	EA	4		
1-7	PIPE APRONS, RCP, 21"	EA	2		
1-8	PIPE APRONS, RCP, 30"	EA	2		
1-9	REMOVAL OF STORM SEWER, APRONS	EA	2		
1-10	CONCRETE COLLAR	EA	2		
1-11	TEMPORARY TRAFFIC CONTROL	LS	1		
1-12	SWPPP MANAGEMENT	LS	1		
1-13	WATTLES, 12", INSTALLATION	LF	5175		
1-14	MOBILIZATION	LS	1		
DIVISION 1 TOTAL					\$
DIVISION 2					
2-1	TOPSOIL, ON-SITE, DIVISION 2	CY	912		
2-2	EXCAVATION, CLASS 10, DIVISION 2	CY	339		
2-3	SUBBASE COMPACTING AND TRIMMING	SY	5826		
2-4	SHARED USE PATH, HMA, 6"	SY	4597		
2-5	SIDEWALK, PCC, 4"	SY	14		
2-6	SIDEWALK, PCC, 5"	SY	148		
2-7	SIDEWALK, PCC, 6"	SY	285		

ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL
2-8	DETECTABLE WARNING	SF	170		
2-9	GRANULAR SHOULDERS, TYPE B	TON	150		
2-10	TEMPORARY TRAFFIC CONTROL	LS	1		
2-11	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	1		
2-12	SWPPP MANAGEMENT	LS	1		
2-13	WATTLES, 12", REMOVAL	LF	5175		
2-14	MOBILIZATION	LS	1		
DIVISION 2 TOTAL					\$

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE BID.

Bidder

**BID BOND
19TH STREET TRAIL
NEVADA, IOWA**

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto City of Nevada, Iowa, as Oblige, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$_____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

Division 1 - Strip and stockpile topsoil, excavation and rough grading in preparation for subbase, pipe culvert installation and extensions, temporary traffic control, SWPPP management and associated work.

And/or

Division 2 - Compact and Trim subbase furnished and installed by City, 6" HMA shared use path, PCC sidewalk, seeding, temporary traffic control, SWPPP management and associated work.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Story County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

HR Green, Inc.
Project No. 2402192

19th Street Trail
Nevada, Iowa

Signed and sealed this _____ day of _____, 20_____.

SURETY:

PRINCIPAL:

By _____
Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

By _____
Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

Bidder Status Form

To be completed by all bidders Part A

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

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

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

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

To be completed by resident bidders Part B

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

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

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

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

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders Part D

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

Firm Name: _____

Signature: _____ Date: _____

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

Worksheet: Authorization to Transact Business

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

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

**CONTRACT
19TH STREET TRAIL
NEVADA, IOWA**

THIS CONTRACT, made and entered into this _____ day of _____, 2024, by and between the City of Nevada, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and Contractor, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the latest Edition of the Urban Standard Specifications for Public Improvements, as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with Notice to Bidders and Notice of Public Hearing for the following described improvements:

Division 1 - Strip and stockpile topsoil, excavation and rough grading in preparation for subbase, pipe culvert installation and extensions, temporary traffic control, SWPPP management and associated work.

And/or

Division 2 - Compact and Trim subbase furnished and installed by City, 6" HMA shared use path, PCC sidewalk, seeding, temporary traffic control, SWPPP management and associated work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract within 10 days of the date specified on the Notice to Proceed, work for Division 1 shall be fully completed on or before August 23, 2024, work for Division 2 shall start after Division 1 is completed on August 23, 2024 and be substantially complete on or before November 1, 2024, and shall be fully completed on or before December 1, 2024, and to pay liquidated damages for noncompliance with said completion provisions at a rate of Five Hundred & 00/100 Dollars (\$500.00) dollars for each calendar day that the work remains incomplete.

HR Green, Inc.
Project No. 2402192

19th Street Trail
Nevada, Iowa

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Nevada, Iowa

CONTRACTOR:

By _____
Brett Barker, Mayor

Contractor

(Seal)
ATTEST:

By _____
Contractor's Authorized Agent Name,
Contractor's Authorized Agent Title

Kerin Wright, City Clerk

Print Name, Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

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19th Street Trail
Nevada, Iowa

B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____
Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 _____

CONTRACT ATTACHMENT: ITEM 1: GENERAL - None

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. BASED ON BIDS RECEIVED, THE CITY RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL
DIVISION 1					
1-1	TOPSOIL, ON-SITE, DIVISION 1	CY	1210	\$	\$
1-2	EXCAVATION, CLASS 10, DIVISION 1	CY	1045		
1-3	PIPE CULVERT, TRENCHED, CMP, 18"	LF	36		
1-4	PIPE CULVERT, TRENCHED, RCP, 21"	LF	34		
1-5	PIPE CULVERT, TRENCHED, RCP, 30"	LF	21		
1-6	PIPE APRONS, CMP, 18"	EA	4		
1-7	PIPE APRONS, RCP, 21"	EA	2		
1-8	PIPE APRONS, RCP, 30"	EA	2		
1-9	REMOVAL OF STORM SEWER, APRONS	EA	2		
1-10	CONCRETE COLLAR	EA	2		
1-11	TEMPORARY TRAFFIC CONTROL	LS	1		
1-12	SWPPP MANAGEMENT	LS	1		
1-13	WATTLES, 12", INSTALLATION	LF	5175		
1-14	MOBILIZATION	LS	1		
DIVISION 1 TOTAL					\$
DIVISION 2					
2-1	TOPSOIL, ON-SITE, DIVISION 2	CY	912		
2-2	EXCAVATION, CLASS 10, DIVISION 2	CY	339		
2-3	SUBBASE COMPACTING AND TRIMMING	SY	5826		
2-4	SHARED USE PATH, HMA, 6"	SY	4597		
2-5	SIDEWALK, PCC, 4"	SY	14		
2-6	SIDEWALK, PCC, 5"	SY	148		
2-7	SIDEWALK, PCC, 6"	SY	285		
2-8	DETECTABLE WARNING	SF	170		
2-9	GRANULAR SHOULDERS, TYPE B	TON	150		
2-10	TEMPORARY TRAFFIC CONTROL	LS	1		
2-11	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	1		

HR Green, Inc.
Project No. 2402192

19th Street Trail
Nevada, Iowa

ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL
2-12	SWPPP MANAGEMENT	LS	1		
2-13	WATTLES, 12", REMOVAL	LF	5175		
2-14	MOBILIZATION	LS	1		
DIVISION 2 TOTAL					\$

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND
19TH STREET TRAIL
NEVADA, IOWA**

KNOW ALL BY THESE PRESENTS:

That we, _____ as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto the City of Nevada, Iowa, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ Dollars(\$ _____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Division 1 - Strip and stockpile topsoil, excavation and rough grading in preparation for subbase, pipe culvert installation and extensions, temporary traffic control, SWPPP management and associated work.

And/or

Division 2 - Compact and Trim subbase furnished and installed by City, 6" HMA shared use path, PCC sidewalk, seeding, temporary traffic control, SWPPP management and associated work.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of \$ _____ which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of Four (4) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

 - B. To keep all work in continuous good repair.

 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section; and

 - D. Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. **GENERAL:** The Contractor and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in

the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Story County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

HR Green, Inc.
Project No. 2402192

19th Street Trail
Nevada, Iowa

Witness our hands, in triplicate, this _____ day of _____, 20____.

Surety Countersigned By:

PRINCIPAL:

Name of Resident Commission Agent

Contractor

Company Name

By: _____
Signature

Company Address

Printed Name, Title

City, State, Zip Code

SURETY:

Company Telephone Number

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

**SPECIAL PROVISIONS
19TH STREET TRAIL
NEVADA, IOWA**

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1. FORM OF SPECIFICATIONS

- 1.1. "Specifications" shall mean the 2024 Edition of the SUDAS Standard Specifications.
- 1.2. Omissions of words or phrases such as "the Contractor shall", "in accordance with", "shall be", "as noted on the Plans", "according to the Plans", "a", "an", "the" and "all" are intentional; supply omitted words or phrases by inference.
- 1.3. "Owner", and "City" shall mean the City of Nevada, Iowa, acting through the City Council.
- 1.4. "Person" shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.5. "Engineer" shall mean the Engineer for the City of Nevada, Iowa or designated agent.
- 1.6. "Standard Drawings" shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- 1.7. "Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- 1.8. "Or equal" shall follow manufacturers names used to establish standards and, if not stated, is implied.
- 1.9. "Punch List" list of Incomplete Items of Work and of items of Work which are not in conformance with the Contract. The list will be prepared by the Engineer's representative when the Contractor (1) notifies the Engineer's representative in writing that the Work has been completed in accordance with the contract and (2) requests in writing that the Owner accept the Work.
- 1.10. "Substantial Completion" in addition to the definition provided in the General Conditions, the following applies: Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed Work. Determination of

substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the Contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the Contract.

- 1.11. "Final Completion" when the Engineer deems the Project and Punch List fully complete in accordance with Plans and Specification, and when all items including but not limiting to: excess building materials, concrete forms, construction trailers, field offices, and temporary traffic control have been removed from site, the Engineer shall notify the Owner in writing and recommend final acceptance of work. Sales and Use Tax Forms and Lien Waivers do not have to be completed but are encouraged to be completed as a condition of Final Completion. The date of final completion shall be the date the Engineer's written recommendation of final acceptance to the Owner.

2. GENERAL PROVISIONS AND COVENANTS

- 2.1. The general provisions and covenants, Division 1 of the SUDAS Standard Specifications are modified as follows:
 - 2.1.1. Section 1020.1.09.B, Unit Price Attachment.
A computer generated unit price attachment may be submitted by the Bidder as specified by this Section.
 - 2.1.2. Section 1050.1.05 Shop Drawings, Certificates and Equipment Lists.
The Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.
 - 2.1.3. Railroad Protection
Liability insurance and permits. None.

3. PLANS AND SPECIFICATIONS

- 3.1. Engineer will furnish up to five (5) sets of Plans and Specifications after award of contract. Contractor shall compensate Engineer for printing costs for additional copies required.
- 3.2. Subcontractors and suppliers will be furnished copies of Plans and Specifications only at request of Contractor. Engineer will be compensated for printing costs by Contractor.

4. SERVICE FACILITIES

- 4.1. The Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

5. MINOR WORK

- 5.1. Any minor work not specifically mentioned in the Specifications as shown on the Plans but obviously necessary for the proper completion of the work shall be considered as being a part of and included in the contract and shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

6. WORKING DAYS/COMMUNITY ACTIVITIES

- 6.1. Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Engineer.
- 6.2. The following Community Events are scheduled, Contractor is required to coordinate with

Owner as needed to allow use of adjacent public property.

6.2.1. None

7. CONSTRUCTION FACILITIES BY CONTRACTOR

- 7.1. Provide telephone, attended at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
- 7.2. Provide suitable storage buildings necessary for proper storage of materials and equipment.
- 7.3. Location of all construction facilities, including Project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- 7.4. Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 7.5. Provide fences, barricades, and/or watch persons to prevent access of unauthorized persons to site where work is in progress.
- 7.6. Provide telephone number(s) at which responsible representatives of Contractor can be reached evenings, weekends and holidays.

8. SOIL BORINGS

- 8.1. None.

9. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAYS

- 9.1. All work on this project will be within City Right-of-Way, Easements or Public Property.

10. EMPLOYMENT PRACTICES

- 10.1. Neither the Contractor nor the contractor's Subcontractors shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of anyone employed on the Project.
- 10.2. The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:
 - 10.2.1. To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - 10.2.2. To discriminate against any individual in terms, conditions, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

11. WORK HOURS

- 11.1. The Contractor will be required to limit the Contractor's work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday unless otherwise directed by the Engineer.

12. DUST ABATEMENT

- 12.1. The Contractor shall make a reasonable effort to assure dust does not become a problem. The Engineer reserves the right to stop Contractor's operations whenever dust becomes a

SPECIAL PROVISIONS

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problem on the Project and direct the Contractor to revise operations to solve the dust problem.

13. QUANTITIES

- 13.1. The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. The City reserves the right to increase or decrease these quantities as designated in the contract, and the Contractor will be paid for only as much work as the Contractor is required to do by the City at the unit price stated in the Proposal.

14. MAINTENANCE BOND AND WARRANTY PERIODS **Specifier note: Verify with Owner Warranty requirements**

- 14.1. The requirements of the Payment, Performance and Maintenance Bond warranty period are modified as follows:
- 14.1.1 Four (4) warranty and maintenance bond required for the work, except sodding.

15. CONSTRUCTION STAKING

- 15.1. The City of Nevada, Iowa, or an authorized representative, will provide all construction staking. The Contractor shall provide 2 Working Day written notice to the Engineer to begin requested survey, staking, or layout work. Subsequent staking shall be requested two working days in advance of the staking needs. Contractor shall be responsible for layout of all other construction items including but not limited to, traffic control, structure removal, pavement markings, seeding, inlet filters and silt fence. One-time staking shall be provided. Any re-staking shall be paid for by the Contractor.
- 15.2. Construction staking provided by the City on the project will include the following:
- 15.2.1. Horizontal and Vertical Control
Locate and maintain all horizontal control points and vertical benchmarks as listed on the plan sheets that may be destroyed by the planned construction.
- 15.2.2. Removal Limits
Locate removals for pavement, sidewalks, drives, structure. Removals not authorized or outside of removal limits shall be at Contractor expense.
- 15.2.3. Pavement
Set grade offset stakes on 25' intervals and breaks. Stakes will include radius points and quarter points of returns.
Grades to be to form grade (top of slab).
- 15.2.4. Storm Sewer and Culverts
Set grade offset stakes for intake and manhole structures at the location station for each type of structure.
Set grade offset for pipe runs at 50 foot interval.
- 15.2.5. Pavement Removals and saw cut lines
Mark the pavement removal limits.

16. PRECONSTRUCTION MEETING

- 16.1. Engineer will schedule a meeting after Notice of Award.
 - 16.1.1. Attendance Required:
 - 16.1.2. Owner
 - 16.1.3. Engineer
 - 16.1.4. Contractor
 - 16.1.5. Contractor's Superintendent
 - 16.1.6. Major Subcontractors
 - 16.1.7. Utility Companies
- 16.2. Agenda:
 - 16.2.1. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 16.2.2. List and schedule of submittals/shop drawings.
 - 16.2.3. Designation of personnel representing the parties in Contract and the Engineer.
 - 16.2.4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 16.2.5. Use of premises by Owner and Contractor.
 - 16.2.6. Owner's requirements.
 - 16.2.7. Facilities and controls provided by Owner.
 - 16.2.8. Temporary utilities provided by Owner.
 - 16.2.9. Security and housekeeping procedures.
 - 16.2.10. Scheduling
 - 16.2.11. Procedures for testing
 - 16.2.12. Procedures for maintaining record documents
 - 16.2.13. Project Schedule
- 16.3. Engineer shall record minutes and distribute copies within two days after meeting to participants, with copies to Contractor, Owner, participants, and those affected by decisions made.

17. PROGRESS MEETINGS

- 17.1. Contractor to schedule and administer meetings throughout progress of the Work at maximum monthly intervals or as established at preconstruction meeting.
- 17.2. Contractor to make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Engineer, Owner, participants, and those affected by decisions made.
- 17.3. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
- 17.4. Agenda:

SPECIAL PROVISIONS

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- 17.4.1. Review minutes of previous meetings.
- 17.4.2. Address public concerns and complaints.
- 17.4.3. Review of Work progress.
- 17.4.4. Field observations, problems, and decisions.
- 17.4.5. Identification of problems which impede planned progress.
- 17.4.6. Review of submittals schedule and status of submittals.
- 17.4.7. Review of off-site fabrication and delivery schedules.
- 17.4.8. Maintenance of progress schedule.
- 17.4.9. Corrective measures to regain projected schedules.
- 17.4.10. Planned progress during succeeding work period.
- 17.4.11. Coordination of projected progress.
- 17.4.12. Maintenance of quality and work standards.
- 17.4.13. Effect of proposed changes on progress schedule and coordination.
- 17.4.14. Other business relating to Work.
- 17.4.15. Schedule next meeting.
- 17.4.1.

ORDINANCE NO. 1054 (2023/2024)

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NEVADA,
IOWA, 2006, BY AMENDING PROVISIONS PERTAINING
TO SANITARY SEWER SYSTEM (CHAPTER 95),
BUILDING SEWERS AND CONNECTIONS (CHAPTER 96),
USE OF PUBLIC SEWERS (CHAPTER 97),
AND ON-SITE WASTEWATER SYSTEMS (CHAPTER 98)**

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

SECTION 1. SECTION MODIFIED. Chapter 95 (Sanitary Sewer System), Section 95.02 (Definitions); Chapter 96 (Building Sewers and Connections), Section 96.04 (Connection requirements); Chapter 97 (Use of Public Sewers), Section 97.03 (Prohibited Discharges), 97.04 (Restricted Discharges), 97.05 (Restricted Discharges), 97.08 (Testing of Wastes); Chapter 98 (On-Site Wastewater Systems), 98.01 (When Prohibited); of the Code of Ordinances of the City of Nevada, Iowa, 2006, is amended to read as follows:

CHAPTER 95: SANITARY SEWER SYSTEM

95.02 DEFINITIONS. For use in Chapters 95 through 98 of this Code of Ordinances, unless the context specifically indicates otherwise, the following terms are defined:

1. "Building drain" means that part of the lowest horizontal piping of a building drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.
2. "Building sewer" means that part of the horizontal piping from the building wall to its connection with the main sewer or the primary treatment portion of an on-site wastewater treatment and disposal system conveying the drainage of one building site.
3. disposal system conveying the drainage of one building site.
4. **"BOD" (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) C, expressed in milligrams per liter or parts per million.**
5. "CBOD" (denoting Carbonaceous Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) C, expressed in milligrams per liter or parts per million.
6. r liter or parts per million.
7. **City of Nevada Industrial and Commercial Pretreatment Manual This manual sets forth uniform requirements for Users of the Publicly Owned Treatment Works for the City of Nevada [the City] and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403).**
8. "Combined sewer" means a sewer receiving both surface run-off and sewage.
9. and sewage.
10. "Customer" means any person responsible for the production of domestic, commercial or industrial waste which is directly or indirectly discharged into the public sewer system.
11. "Garbage" means solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage and sale of produce.
12. "Industrial wastes" means the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

13. "Inspector" means the person duly authorized by the Council to inspect and approve the installation of building sewers and their connections to the public sewer system; and to inspect such sewage as may be discharged therefrom.

14. "Natural outlet" means any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

15. "On-site wastewater treatment and disposal system" means all equipment and devices necessary for proper conduction, collection, storage, treatment, and disposal of wastewater from four or fewer dwelling units or other facilities serving the equivalent of fifteen persons (1500 gpd) or less.

16. **"pH" = $-\log[H^+]$; where $[H^+]$ denotes the molar hydrogen ion concentration** Means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution **is.**

17. "Public sewer" means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

18. "Sanitary sewage" means sewage discharging from the sanitary conveniences of **residential** dwellings (including apartment houses and hotels), office buildings, **restaurants**, factories or institutions, and free from storm, surface water, and industrial waste.

19. "Sanitary sewer" means a sewer which carries sewage and to which storm, surface, and groundwaters are not intentionally admitted.

20. "Sewage" means a combination of the water-carried wastes from **residential dwellings (including apartment houses and hotels), office buildings, restaurants, factories or institutions**, residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.

21. "Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.

22. "Sewage works" or "sewage system" means all facilities for collecting, pumping, treating, and disposing of sewage.

23. "Sewer" means a pipe or conduit for carrying sewage.

24. "Sewer service charges" means any and all charges, rates or fees levied against and payable by customers, as consideration for the servicing of said customers by said sewer system.

25. "Slug" **Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, local limits or Permit conditions.** Means any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average 24-hour concentration or flows during normal operation.

26. "Storm drain" or "storm sewer" means a sewer which carries storm and surface waters and drainage but excludes sewage and industrial wastes, other than unpolluted cooling water.

27. "Superintendent" means the supervisor of sewage works and/or of water pollution control of the City or any authorized deputy, agent, employee or representative.

28. "Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

29. "TKN" means the ~~T~~total Kjeldahl ~~N~~nitrogen **is the sum of the organic nitrogen and ammonia nitrogen.** concentration expressed in mg/l as determined using EPA **approved** methods or standard methods.

30. **Total Nitrogen (TN) The sum of the TKN, Nitrate and Nitrite in the sample using EPA approved methods.**

31. **Total Phosphorous (TP) total phosphorus is the sum of all the forms of phosphorus in the sample: orthophosphate, condensed phosphate, and organic phosphate using EPA approved methods.**

32. "Total Suspended Solids (TSS)" **A well-mixed sample is filtered through a weighed standard glass-fiber filter and the residue retained on the filter is dried to a constant weight at 103 to 105°C. The increase in weight of the filter represents the total suspended solids** means the portion of total solids retained by a filter using EPA **approved** methods or standard methods.

33. "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently.

CHAPTER 96: BUILDING SEWERS AND CONNECTIONS

96.04 CONNECTION REQUIREMENTS

1. **Independent Sewer Connections. These connections are identified as sewer connections from discharger for which the City has no monitoring capabilities for the volume of sewage discharged to the sewer. This includes, but is not limited to, private water wells, regional water suppliers, transient connections from mobile dischargers. In all cases, the discharger will provide the City documentation on the volume and pollutant loading of the sewer discharge for the time periods determined by the City. Charges based on this information will be used by the City to assess user fees. Additional charges for sewer service can be assessed based on City cost recovery calculations.**

CHAPTER 97: USE OF PUBLIC SEWERS

97.03 PROHIBITED DISCHARGES. No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers. **Further detailed information is in the current City of Nevada Industrial and Commercial Pretreatment Manual:**

5. Excessive CBOD **BOD, Total Suspended** Solids or Flow. Any waters or wastes having (a) a five-day biochemical oxygen demand greater than 300 parts per million by weight, or (b) containing more than 350 300 parts per million by weight of **total** suspended solids, **(c) containing more than 35 parts per million TKN,** or **(de)** having an average daily flow greater than two percent of the average sewage flow of the City, shall be subject to the review of the Superintendent. Where necessary in the opinion of the Superintendent, the owner shall provide, at the owner's expense, such preliminary treatment as may be necessary to (a) reduce the biochemical oxygen demand to 300 parts per million by weight, or (b) reduce the **total** suspended solids to 350 **300** parts per million by weight, **reduce the TKN to 35 parts per million** or **(de)** control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Superintendent and no construction of such facilities shall be commenced until said approvals are obtained in writing.

97.04 RESTRICTED DISCHARGES.

2. Fat, Oil, Grease. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 milligrams per liter or 600 milligrams per liter of dispersed or other soluble matter.

97.05 RESTRICTED DISCHARGES – POWERS. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 97.04, 40 CFR part 403, 40 CFR part 503, **40 CFR/Chapter I/Subchapter N, IAC 567-Chapter 62, City of Nevada Industrial and Commercial Pretreatment** and which in the judgement of the Superintendent may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance the Superintendent may: **will follow the regulatory guidance in the**

applicable Federal Regulation, Iowa State Code, City of Nevada Ordinances and the City of Nevada Industrial and Commercial Pretreatment Manual. Some, but not all, of the actions the Superintendent can take are:

4. Special Charges Fines and Fees. Require payment to cover the all-regulatory violations, added cost of handling and treating the wastes not covered by existing taxes additional costs for returning to regulatory compliance, additional costs to expand treatment of the waste being discharged to include, but not limited to, repair/expansion of the collection system, repair/expansion of the pump stations, repair/expansion of the treatment plant or sewer charges under the provisions of Chapter 99.

97.08 TESTING OF WASTES. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the current State of Iowa codified 40 CFR part 136, and all other alternate methods defined in 40 CFR part 136 the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD, CBOD, COD and total suspended solids analyses are obtained from 24-hour composites of all outfalls whereas pH's are determined from periodic grab samples).

CHAPTER 98: ON-SITE WASTEWATER SYSTEMS

98.01 WHEN PROHIBITED. No private sewage disposal system shall be installed, repaired, or rehabilitated where a publicly owned treatment works (POTW) is available or where a local ordinance requires connection to a POTW. The POTW may be considered as unavailable when such POTW, or any building or any exterior drainage facility connected thereto, is located more than 200 feet from any proposed building or exterior drainage facility on any lot or premises which abuts and is served by such POTW. Final determination of availability shall be made by the City. When a POTW becomes available within 200 feet, any building then served by a private sewage disposal system shall be connected to said POTW within a time frame or under conditions set by the City. Except as otherwise provided in this chapter, it is unlawful to construct or maintain any on-site wastewater treatment and disposal system or other facility intended or used for the disposal of sewage.

(Code of Iowa, Sec. 364. IAC 567.69.1(3)a(1-2), 42[3f])

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.

Passed and approved first reading by the Nevada City Council this 22nd day of April, 2024.
Passed and approved second reading by Nevada City Council this _ day of _, 2024.

Passed and approved third reading by the Nevada City Council this _ day of _, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

1st Reading – April 22, 2024

Motion by Council Member __, seconded by Council Member __, to adopt the first reading of Ordinance No. 1054 (2023/2024).

AYES: —
NAYS: —
ABSENT: —

2nd Reading –

Motion by Council Member __, seconded Council Member by __, to approve the second reading of Ordinance No. 1054 (2023/2024).

AYES: —
NAYS: —
ABSENT: —

3rd Reading –

Motion by Council Member __, seconded by Council Member __, to approve the third reading of Ordinance No. 1054 (2023/2024).

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Ordinance No. 1054 (2023/2024) adopted.

I certify that the foregoing was published as Ordinance No. 1054 (2023/2024) on the _ day of _, 2024.

Kerin Wright, City Clerk

ORDINANCE NO. 1055 (2023/2024)**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2006, BY AMENDING PROVISIONS PERTAINING TO SEWER USE 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 99.02 (Definitions), 99.03 (Annual Revenue Required), 99.06 (Domestic, Commercial, Industrial Classification), 99.07 (Classification Definitions), 99.08 (User Charges), 99.09 (Surcharge), of the Code of Ordinances of the City of Nevada, Iowa, 2006, is amended to read as follows:

CHAPTER 99: SEWER USE CHARGES

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

1. **"BOD" (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) C, expressed in milligrams per liter or parts per million.**
2. "CBOD" (denoting Carbonaceous Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) C, expressed in milligrams per liter or parts per million.
3. **City of Nevada Industrial and Commercial Pretreatment Manual This manual sets forth uniform requirements for Users of the Publicly Owned Treatment Works for the City of Nevada [the City] and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403).**
4. "Normal domestic wastewater" means wastewater that has a CBOD₅ concentration of not more than 300 mg/l, a **total** suspended solids concentration of not more than 300 mg/l and an ammonia nitrogen concentration of not more than 35 mg/l.
5. "Operation and maintenance" means all expenditures during the useful life of the wastewater treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed.
6. **"pH" = -log[H⁺]: where [H⁺] denotes the molar hydrogen ion concentration**
7. "Replacement" means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.
8. "Residential contributor" means any contributor to the City's treatment works whose lot, parcel of real estate or building is used for domestic dwelling purposes only.
9. **TKN" means the Total Kjeldahl Nitrogen is the sum of the organic nitrogen and ammonia nitrogen. concentration expressed in mg/l as determined using EPA approved methods.**
10. **Total Nitrogen (TN) The sum of the TKN, Nitrate and Nitrite in the sample using EPA approved methods.**
11. **Total Phosphorous (TP) total phosphorus is the sum of all the forms of phosphorus in the sample: orthophosphate, condensed phosphate, and organic phosphate using EPA approved methods.**
12. **"Total Suspended Solids (TSS)" A well-mixed sample is filtered through a weighed standard glass-fiber filter and the residue retained on the filter is dried to a constant weight at 103 to 105°C. The increase in weight of the filter represents**

~~the total suspended solids using EPA approved methods. "TKN" means the total Kjeldahl nitrogen concentration expressed in mg/l as determined using EPA methods or standard methods.~~

13. "Treatment works" means any devices and systems used for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquid industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, individual systems, pumping, power and other equipment and their appurtenances; extensions, improvement, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land, that will be an integral part of the treatment process or used for ultimate disposal of residues resulting from such treatment (including land used for composting sludge, temporary storage of such compost, and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.

14. "Useful life" means the estimated period during which a treatment works will be operated.

15. "User charge" means that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the treatment works.

16. "Water meter" means a water volume measuring and recording device, furnished and/or installed by the City or furnished and/or installed by a user and approved by the City, as further defined in Chapter 90 through 92 of this Code of Ordinances.

99.03 ANNUAL REVENUE REQUIRED. The user charge system shall generate adequate annual revenues to pay costs of annual operation and maintenance including replacement and costs associated with debt retirement of bonded capital associated with financing the treatment works which the City may by ordinance designate to be paid by the user charge system. That portion of the total user charge which is designated for operation and maintenance including repair, expansion or replacement of the collection system, pumping stations and treatment works shall be established by this chapter.

99.06 DOMESTIC, COMMERCIAL AND INDUSTRIAL CLASSIFICATION SYSTEM. The City of Nevada evaluates sewer use charges for domestic, commercial and industrial dischargers based on a flow charge that includes the treatment of: Flow, BOD, COD, TSS, TKN, Total Nitrogen, Total Phosphorous, Oil/Grease and any other requirements based on the City's NPDES permit. The universal flow-based rate is applied to all dischargers. Additional surcharges for excessive discharges of the conventional pollutants listed above are applied through the City's NPDES Treatment Agreements, sewer discharge monitoring and the Commercial-Industrial Classification System. Sewer use charges will address the discharges as to the type of discharge and with uniform surcharge rates for monitored industrial dischargers. Classifications will be: Residential (Single Family): Single family domestic sewage discharger; Commercial (Exempt): Single Occupancy Commercial Property with low sanitary sewage flow from an individual restroom for staff use only; Commercial (Multi-Family): Multi-Family dwellings with a single water meter used to calculate the total sanitary sewer discharge from each family unit; Commercial 1; Commercial 2; Commercial 3; Industrial 1; Industrial 2; Industrial 3; Industrial-Monitored.

99.07 CLASSIFICATION DEFINITIONS. The universal flow-based rate is applied to all dischargers to the City of Nevada Wastewater Treatment Facility. Additional surcharges for excessive discharges of the conventional pollutants listed are applied through the City's NPDES Treatment Agreements, sewer discharge monitoring and the Commercial-Industrial Classification System

The Commercial-Industrial Classification System number of strength units assigned are based on the ratio of sewage works unit cost for each parameter. The ratio of sewage works unit cost associated with BOD to Total Suspended Solids to Total Nitrogen to Total

Phosphorous to Oil and Grease is 1.35:1:1:1:1 and COD to Total Suspended Solids to Total Nitrogen to Total Phosphorous to Oil and Grease is 0.64:1:1:1:1.

Standard Strength Unit = (BOD mg/L x 1.35) + (Total Suspended Solids mg/L) + (Total Nitrogen mg/L) + (Total Phosphorous mg/L) + (Oil and Grease mg/L) or

Standard Strength Unit = (COD mg/L x 0.64) + (Total Suspended Solids mg/L) + (Total Nitrogen mg/L) + (Total Phosphorous mg/L) + (Oil and Grease mg/L)

The classification system defines the relative sewage works costs associated with the wastewater strength for each class. The sewerage charges shall be calculated from metered water use times the sewerage rate stated in this section, times the factor presented in the following table:

1.

COMMERCIAL CUSTOMER CLASSIFICATION	Standard Strength Units	Factor Times Domestic Rate
Commercial (Exempt)	0-630	1.00
Commercial (Multi-Family)	Above 631	1.50
Commercial 1	631-990	1.50
Commercial 2	991-1030	2.00
Commercial 3	Greater than 1030	2.50
INDUSTRIAL CUSTOMER CLASSIFICATION	Standard Strength Units	Factor Times Domestic Rate
Industrial 1	631-990	1.50
Industrial 2	991-1030	2.50
Industrial 3	Greater than 1030	3.50

2. Industrial-Monitored: An industrial discharger that:

A. Monitors and records the flow from their discharge to the sanitary sewer with a Flow Paced or Time Paced Sampler and pH Recording Sampler.

B. Determines the concentration of the following conventional pollutants utilizing the approved methods in 40 CFR part 136 and under the requirements of the Sufficiently Sensitive Method requirements in 40 CFR part 122.44. BOD, COD, CBOD, TSS, TKN, Total Nitrogen, Total Phosphorous, Total Oil and Grease (HEM), and Silica Gel Treated Oil and Grease (HEM-SGT).

C. Determines the concentration of the following inorganic and organic pollutants utilizing the approved methods in 40 CFR part 136 under the requirements of the Sufficiently Sensitive Method requirements in 40 CFR part 122.44. 40 CFR Part 503 Sludge Metals, 40 CFR Part 433 Categorical Pollutants, Other Pollutants of Concern Determined by the City of Nevada.

99.06 USER CHARGES.

1. Minimum Charge. The minimum user charge per month shall be:

METER READING DATE	MONTHLY SERVICE FEE
Current: June, 2017	\$8.44
July, 2020	\$10.13
June, 2021	\$12.16
March, 2022	\$20.00 Ord 1022
June, 2024 All Users	\$20.00

***An Additional 3% increase yearly with the July billing**

2. Additional Quantity Use Charge. In addition to the minimum monthly charge, each contributor shall pay a user charge rate for operation and maintenance (including replacement), debt retirement of any existing or future bonded indebtedness or construction of reasonable and necessary improvements:

METER READING DATE	CHARGE PER 1000 GALLONS OR PRO RATA PART THEREOF
Current: June, 2017	\$4.35
July, 2020	\$5.22
June, 2021	\$6.26
June, 2022	\$6.26
December, 2022	\$10.00 Ord 1030
June, 2024 Residential (Single Family)	\$10.00
June, 2024 Comm/Ind (MF & 1)	\$15.00
June, 2024 Commercial (2)	\$20.00
June, 2024 Commercial (3)/Industrial (2)	\$25.00
June 2024, Industrial (3) & Monitored	\$35.00

***An Additional 3% increase yearly with the July billing**

The sewer charges and rates established and stated herein are determined by the system for development of proportional user charges set out, with representative computations, as shown in current Appendix A. (Based upon rate study prepared by Howard R. Green Company – May 2013.) Ord 1011

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.

METER READING DATE	MONTHLY CONSTRUCTION FEE
Current: June, 2017	\$1.69
July, 2020	\$2.03
June, 2021	\$2.44
*To be evaluated.	Ord 1011
March, 2022	\$5.00 Ord 1022
December, 2022	\$8.00 Ord 1030
June, 2024 (Ord 1047)	\$53.00
June 2024 (New Ord)	\$8.00

***An Additional 3% increase yearly with the July billing**

4. Sewer Only Customer Deposits. The following deposit and **fee** requirements are for those customers who use city sewer services but not city water:

(a) Before sewer service is provided to any customer, a deposit is required to the City Clerk equal to three months' average use based on past usage during the most recent period of continuous occupancy, not less than ~~seventy-five dollars (\$75.00)~~ one hundred dollars **(\$100.00)**. The deposit may be refunded or credited to the customer's account after a period of twenty-four (24) months during which time not more than one late payment penalty has been assessed.

Any customer who does not presently have a deposit on file, or in cases where a deposit is on file with the City, and who has been assessed more than two (2) late penalties within a twelve (12) month period, shall be required to pay a deposit in an amount equal to three months average use based on past usage during the most recent period of continuous occupancy, but not less than ~~\$75.00~~ **100.00**. In these cases, a "Notice of Required Deposit" shall be mailed by ordinary U.S. mail to the customer. In addition to notifying the customer that they must remit the deposit and the reason for its requirement, the Notice shall also state that if the deposit is not paid within 30 days from the date of the Notice, the sewer service may be discontinued. Any deposit required

under this subsection may be refunded or credited to the customer’s account after a period of twenty-four (24) months during which time not more than one late payment penalty has been assessed.

The Wastewater Superintendent is authorized to terminate sewer service to any customer who does not timely remit the deposit or additional deposit set forth in this section. (Ord 1030)

A Monthly Service Fee of \$15.00 will be added to any customer that doesn't have a city meter with remote read.

(Ord. 976 – Sep. 13 Supp.)

99.07 SURCHARGE. For those **monitored** contributors who contribute wastewater the strength of which is greater than the limits set out below, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance including replacement is:

1. Carbonaceous Biological Oxygen Demand (CDOB **BOD**) per pound over 300 mg/l

July 2017	Aug 2020	July 2021	July 2022	July 2023	July 2024	July 2025
\$0.204 (per pound)	\$0.210	\$0.216	\$0.223	\$0.229	\$1.56	\$1.61

***An Additional 3% increase yearly with the July billing Ord 1011**

2. Chemical Oxygen Demand (COD) per pound over 600 mg/l

					July 2024	July 2025
					\$0.78	\$0.80

***An Additional 3% increase yearly with the July billing**

2. Total Suspended Solids (TSS) **per pound** in excess of 300 mg/l

July 2017	July 2020	July 2021	July 2022	July 2023	July 2024	July 2025
\$0.497 (per pound)	\$0.512	\$0.527	\$0.543	\$0.559	\$3.79	\$3.91

***An Additional 3% increase yearly with the July billing**

3. Total Kjeldahl Nitrogen (TKN) **per pound in excess of 35 mg/l**

July 2017	July 2020	July 2021	July 2022	July 2023	July 2024	July 2025
\$0.792 (per pound)	\$0.816	\$0.840	\$0.865	\$0.891	\$6.04	\$6.22

***An Additional 3% increase yearly with the July billing**

4. **Total Nitrogen Surcharge per pound in excess of 39 mg/l**

					July 2024	July 2025
					\$8.86	\$9.13

5. **Total Phosphorous Surcharge per pound in excess of 30 mg/l**

					July 2024	July 2025
					\$2.92	\$3.00

***An Additional 3% increase yearly with the July billing**

6. Oil and Grease:

- A. \$0.10 **\$1.00** per pound in excess of 300 mg/l and an additional
- B. \$0.20 **\$4.00** per pound in excess of 600 **100** mg/l

(Ord. 976 – Sep.13 Supp.)

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.

Passed and approved first reading by the Nevada City Council this 22nd day of April, 2024.
Passed and approved second reading by Nevada City Council this _ day of _, 2024.
Passed and approved third reading by the Nevada City Council this _ day of _, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

1st Reading – April 22, 2024
Motion by Council Member __, seconded by Council Member __, to adopt the first reading of Ordinance No. 1055 (2023/2024).
AYES: —
NAYS: —
ABSENT: —

2nd Reading –
Motion by Council Member __, seconded Council Member by __, to approve the second reading of Ordinance No. 1055 (2023/2024).
AYES: —
NAYS: —
ABSENT: —

3rd Reading –
Motion by Council Member __, seconded by Council Member __, to approve the third reading of Ordinance No. 1055 (2023/2024).
AYES: —
NAYS: —
ABSENT: —

The Mayor declared Ordinance No. 1055 (2023/2024) adopted.

I certify that the foregoing was published as Ordinance No. 1055 (2023/2024) on the _ day of _, 2024.

Kerin Wright, City Clerk

For: April 15, 2024 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Erin Coughlin, Library Director

**Nevada Public Library
Council Report**

- National Library Week was a huge success for the us. We had over 200 people participate in events and we had a lot of fun spreading the word about all the Library offers the community.
- Our Chairlifts have been installed and are ready to use for patrons who need assistance reaching the basement during weather emergencies and during the Friends of the Library book sales.
- The Library has hired Emily Holm as Assistant Director. Emily is finishing her school year as a kindergarten teacher at Nevada Elementary School, and is working part-time training for now. She'll start full time in mid-June.
- We have raised a bit over \$4000 for our Summer Learning Challenge, and hope to raise \$1000 more from sponsorships with local businesses.
- The Library has partnered with Raygun to sell 4 different Library-themed shirts in an online storefront with 40% of the proceeds going back to the Library to help our yearbook digitization efforts as well as programming.
- The Library continues working on Strategic Planning and we've narrowed our focus to 6 different strategic priorities based on patron surveys and community conversations. Our next step is developing specific goals within these priorities.
 - Improving facilities to meet the changing needs of the community
 - Implementing and evaluating programming in a strategic manner
 - Improving variety and accessibility of services and materials
 - Strengthening communication and sharing the Library's story with stakeholders
 - Encouraging lifelong learning and literacy through curiosity and exploration
 - Developing relationships and breaking down barriers to create an inclusive library for all community members.

LIBRARY BOARD OF TRUSTEES MONDAY, MARCH 18, 2024, 5:00 P.M.

Chairperson Allison Severson presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, March 18, 2024 at 5:00 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Emily Fulton, Priscilla Gammon, Tim McLaughlin, and Allison Severson. Absent: Lynn Lathrop, Theresa Presley, and James Woodard (arrived at 5:18 p.m.).

Others in attendance were Library Director Erin Coughlin, and Donna Mosinski.

Motion by Board Member Tim McLaughlin, seconded by Board Member Emily Fulton, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: McLaughlin, Fulton, Gammon, and Severson. Nays: None. Chairperson Allison Severson declared the motion carried.

There was no one present who wished to address the Board at this time.

Motion by Board Member Tim McLaughlin, seconded by Board Member Priscilla Gammon, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the February 20, 2024 regular meeting
- (2) Approve March 2024 **claims** totaling \$14,40755 (see attached list)
- (3) Accept and place on file the Director's **memo** dated March 15, 2024
- (4) Accept and place on file February 2024 financial report

The roll being called, the following named board members voted. Ayes: McLaughlin, Gammon, Severson, and Fulton. Nays: None. Chairperson Allison Severson declared the motion carried.

Motion by Board Member Emily Fulton, seconded by Board Member Tim McLaughlin, to approve the Bridges contract. The roll being called, the following named members voted. Ayes: Fulton, McLaughlin, Severson, and Gammon. Nays: None. Chairperson Allison Severson declared the motion carried.

Motion by Board Member Tim McLaughlin, seconded by Board Member Emily Fulton, to approve the Internet and Wireless Use Policy. The roll being called, the following named members voted. Ayes: McLaughlin, Fulton, Gammon, and Severson. Nays: None. Chairperson Allison Severson declared the motion carried.

Erin Coughlin spoke on the Legislative updates.

James Woodard arrived at 5:18 p.m.

Library Director Erin Coughlin reported on:

- Assistant Library Director Amanda will be going to part time on April 1 and the new assistant director will be starting part time on April 1 with a full time date of June 10th.
- Library Week is April 7-13 this year. Staff has planned several activities during the week including “Drop Everything and Read” readathon on April 12.
- The library will be closed on April 1 for a staff development day.

For Continuing Education, the board reviewed Chapter 6 of the Trustee Manual “Developing and Adopting Policies.” The discussion lasted for 18 minutes.

The next meeting will be held at 5:00 p.m. Monday, April 15, 2024.

There being no further business to come before the Board, it was moved by Board Member Tim McLaughlin, seconded by Board Member Priscilla Gammon, to adjourn the meeting. The roll being called, the following board members voted. Ayes: McLaughlin, Gammon, Severson, Woodard, and Fulton. Nays: None. Chairperson Allison Severson declared the motion carried. At 5:51 p.m. she adjourned the meeting.

ATTEST:

Priscilla Gammon, Secretary

Allison Severson, Chairperson

City Council:

Continuing to process permits.

Getting ready to start nuisances for yard waste and junk collection.

The road project around the Elementary School has started.

Demolition of 115 W Lincoln Hwy has started.

Respectfully,

Ryan Hutton
Building and Zoning Official