

COPY



**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, APRIL 8, 2024 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

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

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

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

Webinar ID: 851 5957 2027 Password: 287321

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

***Please call City Hall at 515-382-5466 or email [kwright@cityofnevadaiaowa.org](mailto:kwright@cityofnevadaiaowa.org) by 4:00 p.m. Monday, April 8, 2024***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
  - A. Fiscal Year 2024/2025 Budget
    1. Public Hearing
    2. Resolution No. 067 (2023/2024): A Resolution Adopting the Fiscal Year 2024/2025 Annual Budget with FY2024/2025 Budget Transfers Worksheet
  - B. Capital Improvement Plan Fiscal Year 2024/2025
    1. Public Hearing
    2. Resolution No. 068 (2023/2024): A Resolution Adopting the Fiscal Year 2024/2025 Capital Improvements Program
  - C. Harrington Park (Project C), SRF Sponsored Project
    1. Public Hearing

Y909

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
  
5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
  - 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 March 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 6<sup>th</sup> Street, Effective April 25, 2024
  - E. Probationary Firefighter Gabe Tedrow
  - F. Approve Tax Abatement: 211 7<sup>th</sup> Street, New roof/siding/gutters
  - G. Accept Easements for the 2024 Street Improvement Project, H & I Avenues
  
6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
  - A. Presentation by Chris deNeui and Emily Kruse regarding a study Central Elementary participated in.
  - B. Proclamation for National Library Week April 7-13
  
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 5<sup>th</sup> Street from "AR" (Agricultural-Residential Dwelling) District, to a "R-2" (Single- and Two-Family Dwelling) District, second reading
  - B. WWTF Improvements-Phase 2, Contractor Williams Brothers Construction Inc. (WBCI)
    1. Approve Pay Request No. 34 in the amount of \$206,414.74
    2. Approve Change Order No. 4 in the amount of \$16,136.00
  - C. Approve Pay Request No. 23 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$299,731.34
  - D. Approve Change Order No. 2 for WWTF Improvement-Phase 4 from OnTrack Construction, LLC in the amount of \$235,297.69
  - E. Approve 5 (five) Day Class C Retail Alcohol License for DOYOUBOWL2, LC d/b/a Sports Bowl, 1625 Fawcett Parkway, Effective May 8, 2024 through May 12, 2024 for Cornhole Tournament at Field House on May 11, 2024

- F. Resolution No. 070 (2023/2024): A Resolution Approving Nevada Main Street Design Guidelines to Enhance Downtown District
- 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
- H. Resolution No. 072 (2023/2024): A Resolution Accepting Minor Subdivision for Sunsets on 5<sup>th</sup>, Nevada, Story County, Iowa
- I. Approve Amendment to Master Agreement with HR Green, Inc., for Municipal Engineering Services for US 30/580<sup>th</sup> Avenue Well Water Main Relocation, Construction Phase Services not to exceed \$140,000

8. NEW BUSINESS

- A. Resolution No. 073 (2023/2024): A Resolution Amending and Approving the Fee Appendix to the City Code
- B. Resolution No. 074 (2023/2024): A Resolution authorizing the Relocation of a Street Light on 6<sup>th</sup> Street due to poor positioning now that construction is complete
- C. Resolution No. 075 (2023/2024): A Resolution Accepting Minor Subdivision for MARTIN'S 3<sup>RD</sup> ADDITION, Nevada, Story County, Iowa
- D. Approve Well Field Cash Rent for Purposes to Bale Hay

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

10. ADJOURN

The agenda was posted on the official bulletin board on April 4, 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 8, 2024 – 6:00 P.M.**

**4. PUBLIC HEARINGS**

**A. Fiscal Year 2024/2025 Budget**

**1. Public Hearing**

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

**Enclosed you shall find the resolution, FY24/25 Budget and transfer worksheet**

**B. Capital Improvement Plan Fiscal Year 2024/2025**

**1. Public Hearing**

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

**Enclosed you shall find the resolution and CIP program**

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

**1. Public Hearing**

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

**Enclosed you shall find the resolution, plans, specs and contract.**

**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 5<sup>th</sup> Street from "AR" (Agricultural-Residential Dwelling) District, to a "R-2" (Single- and Two-Family Dwelling) District, second reading**

**Enclosed you shall find the rezoning ordinance for second approval**

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

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

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

**Enclosed you shall find Pay Request and Change Order for the WWTF Phase 2**

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

**Enclosed you shall find the Pay Request for WWTF-Phase 3**

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

**Enclosed you shall find Change Order No. 2 for WWTF Phase 4**



- E. Approve 5 (five) Day Class C Retail Alcohol License for DOYOUBOWL2, LC d/b/a Sports Bowl, 1625 Fawcett Parkway, Effective May 8, 2024 through May 12, 2024 for Cornhole Tournament at Field House on May 11, 2024  
**Enclosed you shall find an application for 5 Day Alcohol License and supporting material**
- F. Resolution No. 070 (2023/2024): A Resolution Approving Nevada Main Street Design Guidelines to Enhance Downtown District  
**Enclosed you shall find the resolution and guidelines**
- 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  
**Enclosed you shall find the resolution and agreement from the IDOT**
- H. Resolution No. 072 (2023/2024): A Resolution Accepting Minor Subdivision for Sunsets on 5<sup>th</sup>, Nevada, Story County, Iowa  
**Enclosed you shall find the resolution, final plat, and P&Z recommendations**
- I. Approve Amendment to Master Agreement with HR Green, Inc., for Municipal Engineering Services for US 30/580<sup>th</sup> Avenue Well Water Main Relocation, Construction Phase Services not to exceed \$140,000  
**Enclosed you shall find the agreement for HRG**

8. NEW BUSINESS

- A. Resolution No. 073 (2023/2024): A Resolution Amending and Approving the Fee Appendix to the City Code  
**Enclosed you shall find the resolution and the pages from the fee appendix**
- B. Resolution No. 074 (2023/2024): A Resolution authorizing the Relocation of a Street Light on 6<sup>th</sup> Street due to poor positioning now that construction is complete  
**Enclosed you shall find the resolution and map**
- C. Resolution No. 075 (2023/2024): A Resolution Accepting Minor Subdivision for MARTIN'S 3<sup>RD</sup> ADDITION, Nevada, Story County, Iowa  
**Enclosed you shall find the resolution, plat of survey and P&Z recommendation**
- D. Approve Well Field Cash Rent for Purposes to Bale Hay  
**Enclosed you shall find an Action Form with history and options**

**RESOLUTION NO. 067 (2023/2024)**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2024/2025  
ANNUAL BUDGET WITH TRANSFERS**

**WHEREAS**, the Ordinances of the City of Nevada and the statutes of the State of Iowa provide that an annual budget shall be adopted by the Corporate Authorities of the City of Nevada; and

**WHEREAS**, the City Council of the City of Nevada has held the necessary hearings after having caused to be made the publication and notice required by law; and

**WHEREAS**, the City Council of the City of Nevada has reviewed the FY2024/2025 Budgeted transfers per the attached Transfers worksheet; and

**WHEREAS**, the City Council of the City of Nevada has reviewed the budget for Fiscal Year 2024/2025 as presented by the City staff and to be in the best interest of the City of Nevada; and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF NEVADA CITY COUNCIL, STORY COUNTY, IOWA**, that the Fiscal Year 2024/2025 budget and FY2024/2025 budgeted transfer for the City of Nevada, Iowa, on file in the City Clerk's Office and the Nevada Public Library is hereby adopted and approved.

Passed and approved this 8<sup>th</sup> day of April, 2024, by the City Council of the City of Nevada, Iowa.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 067 (2023/2024) be adopted.

AYES:            —  
NAYS:            —  
ABSENT:         —

The Mayor declared Resolution No. 067 (2023/2024) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 067 (2023/2024) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8<sup>th</sup> day of April, 2024.

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Kerin Wright, City Clerk

F:\OFFICE\COUNCIL\RESOLUTIONS\2023-2024\067-FY24-25 BUDGET W-TRANSFERS.DOC

FY 2024/2025 BUDGETED TRANSFERS

Approved by Resolution No. \_\_\_\_\_

		REVENUE		EXPENDITURE		DATE:	
T&A to General (Benefits Levy for GF EE)	001-910-4830	778,973	112-910-6910	778,973	special	Benefits levy for General Fund employees	
T&A to RUT (Benefits Levy for ST EE)	110-910-4830	163,859	112-910-6910	163,859	special	Benefits levy for Street employees	
LOT to Trail Maintenance	181-910-4830	20,000	121-910-6910	20,000	special	Used for Trail maintenance	
LOT to Trail Reserve Prog (NEW trails)	321-910-4830	30,000	121-910-6910	30,000	special	Used for NEW trails	
LOT to General-Public Safety EE/SRO	001-910-4830	150,000	121-910-6910	150,000	special	Police Officer/SRO	
LOT to Live Healthy Iowa, REC prog	001-910-4830	2,000	121-910-6910	2,000	special	REC Program	
LOT to Scholarships-P&R programs	001-910-4830	2,000	121-910-6910	2,000	special	Scholarships for P&R programs	
LOT to Public Arts Commission Fund	187-910-4830	2,000	121-910-6910	2,000	special	To use for future public arts projects	
LOT to ER-Street	113-910-4830	150,000	121-910-6910	150,000	special	Equipment Revolving-Street Dept future purchases	
LOT to General-Comm Specialist	001-910-4830	65,000	121-910-6910	65,000	special	Communications Specialist position	
RUT to RUT EQUIP Rev	113-910-4830	200,000	110-910-6910	200,000	special	Equipment Revolving-Streets future purchases	
RUT to S14 Proj (DOT pymt)	319-910-4830	200,000	110-910-6910	200,000	special	IDOT year 1 of 3 payment for S14 bridge	
TIF to DS for FieldHouse Bond	200-910-4831	851,950	125-910-6910	851,950	TIF	Bond Payment for Field House Project	
TIF to DS for Airport Rd Debt	200-910-4831	245,313	125-910-6911	245,313	TIF	Bond Payment for Airport Rd Project	
TIF to GF Legal Srv OnTrack	001-910-4831	4,071	125-910-6911	4,071	TIF	Reimburse legal services, On Track Agrmt	
TIF to GF Legal Srv M&R Prop	001-910-4831	6,000	125-910-6911	6,000	TIF	Reimburse legal services, M&R Agrmt	
TIF to GF Legal Srv Evie Peterson	001-910-4831	4,000	125-910-6911	4,000	TIF	Reimburse legal services, Peterson Agrmt	
TIF to TIF Reserve (LMI) Friedrick	126-910-4831	82,901	125-910-6911	82,901	TIF	LMI reserve from Friedrick Development	
TIF to TIF Reserve (LMI - ROSK)	126-910-4831	23,816	125-910-6911	23,816	TIF	LMI reserve from ROSK Development, I Ave	
LMI Reserve to Housing Rehab Project 327	327-910-4831	10,000	126-910-6911	10,000	LMI	LMI Housing Rehab Program, City contribution	
LOT to Splashpad Project	306-910-4830	200,000	121-910-6910	200,000	special	Splashpad Project	
General to Splashpad Project	306-910-4830	200,000	001-910-6910	200,000	general	Splashpad Project	
General to Fieldhouse Project	304-910-4830	50,000	001-910-6910	50,000	general	Field House Project	
General to IDOT S14 Proj (319)	319-910-4830	193,333	001-910-6910	193,333	general	IDOT year 1 of 3 payment for Trail portion	
LIB CIP Levy to DS for LIB Debt	200-910-4830	94,428	302-910-6910	94,428	cap levy	Capital Levy for Library Addition Bond	
WTR to 2012C Bond Rev Bond	605-910-4830	456,750	600-910-6910	456,750	wtr	Water Revenue Bond payment	
WTR to WTR Capital	607-910-4830	200,000	600-910-6910	200,000	water	Equipment Revolving-Water future purchases	
WTR O/M to 2024 CIP Project	309-910-4830	352,000	600-910-6910	352,000	water	Water portion of 2024 ST Project	
WTR O/M to WTR PLNT Upgrade Reserve	602-910-4830	200,000	600-910-6910	200,000	water	Water O/M transfer for water reserve	
WTR O/M to S14 Proj/Main Relocation	319-910-4830	41,037	600-910-6910	41,037	water	IDOT year 1 of 3 payment for Water Main relocate	
WWT O/M to WWT Reserve/Const	615-910-4830	100,000	610-910-6910	100,000	wastewater	Wastewater O/M transfer for sewer reserve	
WWT to WWT Capital	617-910-4830	75,000	610-910-6910	75,000	wastewater	Equipment Revolving-Wastewater future purchases	
WWT to SRF Pymt	611-910-4830	2,984,508	610-910-6910	2,984,508	wastewater	Wastewater transfer for Bond Payment	
WWT to 2024 CIP Project	309-910-4830	330,000	610-910-6910	330,000	wastewater	Wastewater portion of 2024 ST Project	
STRM to 2024 CIP Proj	309-910-4830	358,000	740-910-6910	358,000	storm	Storm portion of 2024 ST Project	
LOT to ER-Police	810-910-4830	100,000	121-910-6910	100,000	special	Equipment Revolving-Police Dept future purchases	
LOT to ER-Fire	810-910-4830	100,000	121-910-6910	100,000	special	Equipment Revolving-Fire Dept future purchases	
LOT to ER-Library	810-910-4830	35,000	121-910-6910	35,000	special	Equipment Revolving-Library Dept future purchases	
LOT to ER-Park & Rec	810-910-4830	75,000	121-910-6910	75,000	special	Equipment Revolving - P&R future purchases	
LOT to ER-Cemetery	810-910-4830	70,000	121-910-6910	70,000	special	Equipment Revolving-Cemetery Dept future purchases	
LOT to ER-Administration	810-910-4830	100,000	121-910-6910	100,000	special	Equipment Revolving-Adm/PZ Depts future purchases	
LOT to ER-Fieldhouse	810-910-4830	10,000	121-910-6910	10,000	special	Equipment Revolving-Field House future purchases	
		9,316,939		9,316,939			

# LOCALIQ

## Ames Tribune

PO Box 631851 Cincinnati, OH 45263-1851

### PROOF OF PUBLICATION

Kerin Wright  
CITY CLERK'S OFFICE  
City Of Nevada  
1209 6TH ST

Nevada IA 50201-1536

STATE OF WISCONSIN, COUNTY OF BROWN

The Nevada Journal, a weekly newspaper printed and published at Ames, Story County, Iowa, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspaper in the issues dated:

03/28/2024

and that the fees charged are legal.

Sworn to and subscribed before on 03/28/2024

Legal Clerk

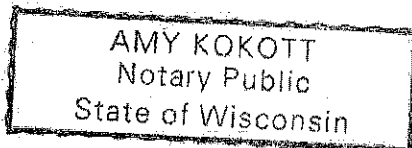
Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$130.83  
Order No: 9995792 # of Copies:  
Customer No: 842186 1  
PO #: PH-FY25 Budget Hearing Notice

**THIS IS NOT AN INVOICE!**

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**NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET**  
**Fiscal Year July 1, 2024 - June 30, 2025**

City of: NEVADA

The City Council will conduct a public hearing on the proposed Budget at: Nevada City Hall Council Chambers, 1209 6th Street, Nevada IA

Meeting Date: 4/8/2024 Meeting Time: 06:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets 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-budget-appeals>.

**The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.**

The estimated Total tax levy rate per \$1000 valuation on regular property	14,61400
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3,00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number  
(515) 382-5466 ext: 225

City Clerk/Finance Officer's NAME  
Kerin Wright

		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	4,470,755	4,319,864	4,154,143
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	3	4,470,755	4,319,864	4,154,143
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,546,568	576,552	546,953
Other City Taxes	6	1,168,359	1,068,208	1,369,785
Licenses & Permits	7	92,300	78,300	80,841
Use of Money and Property	8	252,810	188,460	1,053,407
Intergovernmental	9	1,589,155	986,187	2,868,570
Charges for Fees & Service	10	8,723,130	5,555,097	6,829,653
Special Assessments	11	0	0	0
Miscellaneous	12	362,020	1,761,320	148,376
Other Financing Sources	13	11,700,000	19,500,000	27,372,272
Transfers In	14	9,316,939	6,962,581	6,665,280
<b>Total Revenues and Other Sources</b>	15	39,222,036	40,996,569	51,089,280
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	2,577,929	1,710,268	1,875,422
Public Works	17	1,286,165	1,365,924	836,058
Health and Social Services	18	48,000	53,000	16,484
Culture and Recreation	19	2,192,755	1,769,995	1,803,847
Community and Economic Development	20	1,489,313	883,785	788,772
General Government	21	929,858	743,932	861,069
Debt Service	22	1,870,691	1,910,295	1,384,062
Capital Projects	23	6,965,000	7,347,200	4,666,159
<b>Total Government Activities Expenditures</b>	24	17,359,711	15,784,399	12,231,873
Business Type / Enterprises	25	13,903,237	23,779,171	30,250,627
<b>Total ALL Expenditures</b>	26	31,262,948	39,563,570	42,482,500
Transfers Out	27	9,316,939	6,962,581	6,665,280
Total ALL Expenditures/Transfers Out	28	40,579,887	46,526,151	49,147,780
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	29	-1,357,851	-5,529,582	1,941,500
Beginning Fund Balance July 1	30	27,354,557	32,884,139	30,942,639
<b>Ending Fund Balance June 30</b>	31	25,996,706	27,354,557	32,884,139

AT-38071816



**NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET**  
**Fiscal Year July 1, 2024 - June 30, 2025**

City of: NEVADA

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At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

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The estimated Total tax levy rate per \$1000 valuation on regular property 14.61400

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number  
(515) 382-5466 ext: 225

City Clerk/Finance Officer's NAME  
Kerin Wright

		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	4,470,755	4,319,864	4,154,143
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	<b>3</b>	<b>4,470,755</b>	<b>4,319,864</b>	<b>4,154,143</b>
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,546,568	576,552	546,953
Other City Taxes	6	1,168,359	1,068,208	1,369,785
Licenses & Permits	7	92,300	78,300	80,841
Use of Money and Property	8	252,810	188,460	1,053,407
Intergovernmental	9	1,589,155	986,187	2,868,570
Charges for Fees & Service	10	8,723,130	5,555,097	6,829,653
Special Assessments	11	0	0	0
Miscellaneous	12	362,020	1,761,320	148,376
Other Financing Sources	13	11,700,000	19,500,000	27,372,272
Transfers In	14	9,316,939	6,962,581	6,665,280
<b>Total Revenues and Other Sources</b>	<b>15</b>	<b>39,222,036</b>	<b>40,996,569</b>	<b>51,089,280</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	2,577,929	1,710,268	1,875,422
Public Works	17	1,286,165	1,365,924	836,058
Health and Social Services	18	48,000	53,000	16,484
Culture and Recreation	19	2,192,755	1,769,995	1,803,847
Community and Economic Development	20	1,489,313	883,785	788,772
General Government	21	929,858	743,932	861,069
Debt Service	22	1,870,691	1,910,295	1,384,062
Capital Projects	23	6,965,000	7,347,200	4,666,159
<b>Total Government Activities Expenditures</b>	<b>24</b>	<b>17,359,711</b>	<b>15,784,399</b>	<b>12,231,873</b>
Business Type / Enterprises	25	13,903,237	23,779,171	30,250,627
<b>Total ALL Expenditures</b>	<b>26</b>	<b>31,262,948</b>	<b>39,563,570</b>	<b>42,482,500</b>
Transfers Out	27	9,316,939	6,962,581	6,665,280
<b>Total ALL Expenditures/Transfers Out</b>	<b>28</b>	<b>40,579,887</b>	<b>46,526,151</b>	<b>49,147,780</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-1,357,851</b>	<b>-5,529,582</b>	<b>1,941,500</b>
Beginning Fund Balance July 1	30	27,354,557	32,884,139	30,942,639
<b>Ending Fund Balance June 30</b>	<b>31</b>	<b>25,996,706</b>	<b>27,354,557</b>	<b>32,884,139</b>

**FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025**  
**ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES**  
 The City of : NEVADA County Name: STORY COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		<b>With Gas &amp; Electric</b>		<b>Without Gas &amp; Electric</b>		<b>City Number: 85-820</b> <b>Last Official Census: 6,925</b>
Regular	2a	301,199,706	2b	298,675,571		
DEBT SERVICE	3a	353,892,130	3b	351,367,995		
Ag Land	4a	1,624,165				

**Consolidated General Fund Levy Calculation**

	<b>CGFL Max Rate</b>	<b>CGFL Max Dollars</b>	<b>Non-TIF Taxable w/ G&amp;E</b>	<b>Taxable Growth %</b>
<b>FY 2024 Budget Data</b>	8.50500	2,446,516	287,656,167	4.71
	<b>Limitation Percentage</b>			
	2			
	<b>CGFL Max Rate</b>	<b>CGFL Max Dollars</b>	<b>Revenue Growth %</b>	
<b>Max Allowed CGFL for FY 2025</b>	8.33824	2,511,475	2.66	

**TAXES LEVIED**

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW		(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.33824	Consolidated General Fund		5	2,511,475	2,490,429	43 8.33824
		<b>Non-Voted Other Permissible Levies</b>					
384.12(1)	0.95000	Opr & Maint publicly owned Transit		7		0	45 0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)		11		0	49 0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs		14	214,359	212,561	52 0.71168
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.		462		0	465 0.00000
		<b>Voted Other Permissible Levies</b>					
28E.22	1.50000	Unified Law Enforcement		24		0	62 0.00000
		<b>Total General Fund Regular Levies (5 thru 24)</b>		25	2,725,834	2,702,990	
384.1	3.00375	Ag Land		26	4,879	4,879	63 3.00375
		<b>Total General Fund Tax Levies (25 + 26)</b>		27	2,730,713	2,707,869	<b>Do Not Add</b>
		<b>Special Revenue Levies</b>					
384.6	Amt Nec	Police & Fire Retirement		29		0	0.00000
	Amt Nec	FICA & IPERS (if general fund at levy limit)		30	500,000	495,810	1.66003
Rules	Amt Nec	Other Employee Benefits		31	428,653	425,060	1.42315
		<b>Subtotal Employee Benefit Levy (29,30,31)</b>		32	928,653	920,870	65 3.08318
		<b>Valuation</b>					
386	As Req	<b>With Gas &amp; Elec</b>					
	SSMID 1 (A)	0 (B)		34		0	66 0.00000
	SSMID 2 (A)	0 (B)		35		0	67 0.00000
	SSMID 3 (A)	0 (B)		36		0	68 0.00000
	SSMID 4 (A)	0 (B)		37		0	69 0.00000
	SSMID 5 (A)	0 (B)		555		0	565 0.00000
	SSMID 6 (A)	0 (B)		556		0	566 0.00000
	SSMID 7 (A)	0 (B)		1177		0	1179 0.00000
	SSMID 8 (A)	0 (B)		1185		0	1187 0.00000
		<b>Total Special Revenue Levies</b>		39	928,653	920,870	
384.4	Amt Nec	<b>Debt Service Levy 76.10(6)</b>		40	678,550	673,709	70 1.91739
384.7	0.67500	<b>Capital Projects (Capital Improv. Reserve)</b>		41	169,728	168,307	71 0.56351
		<b>Total Property Taxes (27+39+40+41)</b>		42	4,507,644	4,470,755	72 14.61400

**COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.**

(City Representative)

(Date)

(County Auditor)

(Date)

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:  
 Meeting Date: 3/25/2024 Meeting Time: 06:00 PM Meeting Location: Nevada City Hall, 1209 6th Street

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)  
 www.cityofnevadaiaowa.org

City Telephone Number  
 (515) 382-5466 ext: 225

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	285,108,144	298,675,571	298,675,571
Consolidated General Fund	2,424,845	2,424,845	2,490,429
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	171,481	171,481	212,561
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	370,059	370,059	495,810
Other Employee Benefits	250,559	250,559	425,060
Capital Projects (Capital Improv. Reserve)	168,587	168,587	168,307
Taxable Value for Debt Service	305,168,406	351,367,995	351,367,995
Debt Service	836,100	836,100	673,709
<b>CITY REGULAR TOTAL PROPERTY TAX</b>	<b>4,221,631</b>	<b>4,221,631</b>	<b>4,465,876</b>
<b>CITY REGULAR TAX RATE</b>	<b>14.61435</b>	<b>13.15026</b>	<b>14.61400</b>
Taxable Value for City Ag Land	1,823,881	1,624,165	1,624,165
Ag Land	5,478	5,478	4,879
<b>CITY AG LAND TAX RATE</b>	<b>3.00349</b>	<b>3.37281</b>	<b>3.00375</b>
<b>Tax Rate Comparison-Current VS. Proposed</b>			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Residential	799	677	-15.27
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	799	677	-15.27

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

**Reasons for tax increase if proposed exceeds the current:**

For FY25 it is anticipated our liability insurance and electric services will increase 20-30%. Increased costs in wages/benefits, chemicals, repairs and services have also increased.

**FUND BALANCE**

City Name: NEVADA  
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
<b>Annual Report FY 2023</b>									
Beginning Fund Balance July 1	6,234,274	4,906,845	2,055,175	290,957	6,235,004	166,822	19,889,077	11,053,562	30,942,639
Actual Revenues Except Beg Balance	5,191,363	3,515,163	695,465	1,723,935	4,029,824	10,860	15,166,610	35,922,670	51,089,280
Actual Expenditures Except End Balance	4,585,411	3,082,958	1,076,620	1,384,062	4,764,322	0	14,893,373	34,254,407	49,147,780
Ending Fund Balance June 30	6,840,226	5,339,050	1,674,020	630,830	5,500,506	177,682	20,162,314	12,721,825	32,884,139
<b>Re-Estimated FY 2024</b>									
Beginning Fund Balance	6,840,226	5,339,050	1,674,020	630,830	5,500,506	177,682	20,162,314	12,721,825	32,884,139
Re-Est Revenues	4,485,743	3,153,734	669,338	1,621,946	5,618,063	0	15,548,824	25,447,745	40,996,569
Re-Est Expenditures	4,599,660	4,029,202	1,244,290	1,910,295	7,443,563	0	19,227,010	27,299,141	46,526,151
Ending Fund Balance	6,726,309	4,463,582	1,099,068	342,481	3,675,006	177,682	16,484,128	10,870,429	27,354,557
<b>Budget FY 2025</b>									
Beginning Fund Balance	6,726,309	4,463,582	1,099,068	342,481	3,675,006	177,682	16,484,128	10,870,429	27,354,557
Revenues	5,261,452	3,855,651	1,665,285	1,901,526	5,433,329	5,000	18,122,243	21,099,793	39,222,036
Expenditures	6,018,669	4,411,197	2,219,370	1,870,691	7,059,428	0	21,579,355	19,000,532	40,579,887
Ending Fund Balance	5,969,092	3,908,036	544,983	373,316	2,048,907	182,682	13,027,016	12,969,690	25,996,706

**LOCAL EMC SUPPORT**

City Name: NEVADA  
 Fiscal Year July 1, 2024 - June 30, 2025

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg.Mgmt.Comm.	0	0
<b>TOTAL FOR FY 2025</b>	<b>0</b>	<b>0</b>

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: NEVADA  
 Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
<b>PUBLIC SAFETY</b>									
Police Department/Crime Prevention	1,311,946	73,000						1,384,946	1,554,602
Jail								0	0
Emergency Management	1,320	0						1,320	5,362
Flood Control		27,600						27,600	19,392
Fire Department	214,527	0						214,527	228,666
Ambulance	14,871	0						14,871	13,437
Building Inspections	61,004							61,004	49,398
Miscellaneous Protective Services								0	0
Animal Control	6,000							6,000	4,565
Other Public Safety								0	0
<b>TOTAL (lines 1 - 10)</b>	<b>1,609,668</b>	<b>100,600</b>				<b>0</b>		<b>1,710,268</b>	<b>1,875,422</b>
<b>PUBLIC WORKS</b>									
Roads, Bridges, & Sidewalks	6,500	1,124,649						1,131,149	607,401
Parking - Meter and Off-Street								0	0
Street Lighting	0	137,000						137,000	115,340
Traffic Control and Safety		15,500						15,500	11,138
Snow Removal		82,275						82,275	62,977
Highway Engineering								0	0
Street Cleaning								0	0
Airport (if not Enterprise)								0	0
Garbage (if not Enterprise)		0						0	0
Other Public Works								0	39,202
<b>TOTAL (lines 12 - 21)</b>	<b>6,500</b>	<b>1,359,424</b>				<b>0</b>		<b>1,365,924</b>	<b>836,058</b>
<b>HEALTH &amp; SOCIAL SERVICES</b>									
Welfare Assistance								0	0
City Hospital								0	0
Payments to Private Hospitals								0	0
Health Regulation and Inspection								0	0
Water, Air, and Mosquito Control		13,000						13,000	215
Community Mental Health								0	0
Other Health and Social Services		40,000						40,000	16,269
<b>TOTAL (lines 23 - 29)</b>	<b>0</b>	<b>53,000</b>				<b>0</b>		<b>53,000</b>	<b>16,484</b>
<b>CULTURE &amp; RECREATION</b>									
Library Services	505,992	38,150						544,142	528,778
Museum, Band and Theater	0	1,500						1,500	920
Parks	743,977	42,200						786,177	848,124
Recreation	11,622	0						11,622	154,625
Cemetery	121,625	4,500						126,125	151,606
Community Center, Zoo, & Marina	300,429	0						300,429	119,794
Other Culture and Recreation		0						0	0
<b>TOTAL (lines 31 - 37)</b>	<b>1,683,645</b>	<b>86,350</b>				<b>0</b>		<b>1,769,995</b>	<b>1,803,847</b>



RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: NEVADA  
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>								
Community Beautification	39	0					0	0
Economic Development	40	140,000	445,003				593,003	481,587
Housing and Urban Renewal	41	0	45,000				45,000	3,850
Planning & Zoning	42	90,000					245,082	271,400
Other Com & Econ Development	43	700					700	31,935
TIF Rebates	44						0	0
TOTAL (lines 39 - 44)	45	230,700	490,003		0		883,785	788,772
<b>GENERAL GOVERNMENT</b>								
Mayor, Council, & City Manager	46	43,890					78,890	64,943
Clerk, Treasurer, & Finance Admn.	47	336,637	0				336,637	439,377
Elections	48	3,500					3,500	0
Legal Services & City Attorney	49	121,200	1,500				122,700	165,702
City Hall & General Buildings	50	125,654	0				125,654	105,077
Tort Liability	51	62,551					62,551	70,173
Other General Government	52	14,000					14,000	15,797
TOTAL (lines 46 - 52)	53	693,432	50,500	1,910,295	0		743,932	861,069
<b>DEBT SERVICE</b>								
Gov Capital Projects	54			1,910,295	7,347,200		1,910,295	1,384,062
TIF Capital Projects	55				7,347,200		7,347,200	4,666,159
TOTAL CAPITAL PROJECTS	56				7,347,200		7,347,200	4,666,159
TOTAL Governmental Activities Expenditures (lines 11+23+30+38+44+52+53+54)	57	0	0	1,910,295	7,347,200	0	15,784,399	12,231,873
58	4,156,327	1,880,574	490,003					
<b>BUSINESS TYPE ACTIVITIES Proprietary: Enterprise &amp; Budgeted ISF</b>								
Water Utility	59							
Sewer Utility	60						1,524,685	1,256,228
Electric Utility	61						22,108,886	909,210
Gas Utility	62						0	0
Airport	63						0	0
Landfill/Garbage	64					74,700	74,700	73,308
Transit	65						0	0
Cable TV, Internet & Telephone	66						0	0
Housing Authority	67						0	0
Storm Water Utility	68					70,900	70,900	8,994
Other Business Type (City hosp., ISF, parking, etc.)	69						0	0
Enterprise DEBT SERVICE	70						0	1,597,882
Enterprise CAPITAL PROJECTS	71						0	26,405,005
Enterprise TIF CAPITAL PROJECTS	72						0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73						23,779,171	30,250,627
TOTAL ALL EXPENDITURES (lines 58+73)	74	4,156,327	1,880,574	1,910,295	7,347,200	0	39,563,570	42,482,500
Regular Transfers Out	75	443,333	2,148,628	0	96,363	0	6,208,294	5,928,541
Internal TIF Loan Transfers Out	76		754,287				754,287	736,739
Total ALL Transfers Out	77	443,333	754,287	0	96,363	0	6,962,581	6,665,280
Total Expenditures and Other Fin Uses (lines 74+77)	78	4,599,660	4,029,202	1,910,295	7,443,563	0	46,526,151	49,147,780
Ending Fund Balance June 30	79	6,726,309	4,463,582	342,481	3,675,006	177,682	27,354,557	32,884,139

RE-ESTIMATED REVENUES DETAIL

City Name: NEVADA  
Fiscal Year July 1, 2023 - June 30, 2024

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEPT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
Taxes Levied on Property	1 2,524,825	790,352		836,100	168,387			4,319,864	4,154,143
Less: Uncollected Property Taxes - Levy Year	2							0	0
Net Current Property Taxes (line 1 minus line 2)	3 2,524,825	790,352		836,100	168,387			4,319,864	4,154,143
Delinquent Property Taxes	4							0	0
TIF Revenues	5		576,552					576,552	546,953
Other City Taxes:									
Utility Tax Replacement Excise Taxes	6 22,317	6,233		6,982	1,506			37,238	37,747
Utility franchise tax (Iowa Code Chapter 364.2)	7							0	0
Parishnetel wageer tax	8							0	0
Gaming wager tax	9							0	0
Mobile Home Taxes	10 16,370	4,600		5,000	1,000			26,970	27,804
Hotels/Motel Taxes	11 4,000							4,000	6,130
Other Local Option Taxes	12	1,000,000						1,000,000	1,298,104
Subtotal - Other City Taxes (lines 6 thru 12)	13 42,887	1,010,833		11,982	2,506			1,068,208	1,369,785
Licenses & Permits	14 78,100	200						78,300	80,841
Use of Money & Property	15 65,850	50,910	12,000	4,000	12,600	0	44,000	188,460	1,053,407
Intergovernmental:									
Federal Grants & Reimbursements	16 17,000	0			0		0	17,000	569,989
Road Use Taxes	17	856,187						856,187	952,958
Other State Grants & Reimbursements	18 0	0	0	0	0		0	0	1,163,316
Local Grants & Reimbursements	19 113,000	0						113,000	182,307
Subtotal - Intergovernmental (lines 16 thru 19)	20 130,000	856,187	0	0	0	0	0	986,187	2,868,570
Charges for Fees & Service:									
Water Utility	21						2,440,525	2,440,525	2,927,093
Sewer Utility	22						2,714,387	2,714,387	3,279,946
Electric Utility	23							0	0
Gas Utility	24							0	0
Parking	25							0	0
Airport	26							0	0
Landfill/Garbage	27						73,700	73,700	72,669
Hospital	28							0	0
Transit	29							0	0
Cable TV, Internet & Telephone	30							0	0
Housing Authority	31							0	0
Storm Water Utility	32						170,900	170,900	177,856
Other Fees & Charges for Service	33 118,485	27,100	10,000	0	10,000			155,585	372,089
Subtotal - Charges for Service (lines 21 thru 33)	34 118,485	27,100	10,000	0	10,000	0	5,399,512	5,555,097	6,829,653
Special Assessments	35 0	0		0	0			0	0
Miscellaneous	36 215,800	20,220		0	1,500,000		25,300	1,761,320	148,376
Other Financing Sources:									
Regular Operating Transfers In	37 1,309,796	398,832		96,363	924,370		3,478,933	6,208,294	5,928,541
Internal TIF Loan Transfers In	38 0		80,786	673,501	0		0	754,287	736,739
Subtotal ALL Operating Transfers In	39 1,309,796	398,832	80,786	769,864	924,370	0	3,478,933	6,962,581	6,665,280
Proceeds of Debt (Excluding TIF Internal Borrowing)	40 0	0	0	0	3,000,000		16,500,000	19,500,000	27,150,030
Proceeds of Capital Asset Sales	41 0	0	0	0	0		0	0	222,242
Subtotal-Other Financing Sources (lines 36 thru 38)	42 1,309,796	398,832	80,786	769,864	3,924,370	0	19,978,933	26,462,581	34,037,552
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43 4,485,743	3,153,754	669,338	1,621,946	5,618,063	0	25,447,745	40,996,569	51,089,280
Beginning Fund Balance July 1	44 6,840,226	5,339,050	1,674,020	630,830	5,300,306	177,682	12,721,825	32,884,139	30,942,639
TOTAL REVENUES & BEGIN BALANCE (lines 41-44)	45 11,325,969	8,492,784	2,343,358	2,252,776	11,118,569	177,682	38,169,570	73,880,708	82,031,919

EXPENDITURES SCHEDULE PAGE 1

City Name: NEVADA  
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
<b>PUBLIC SAFETY</b>										
Police Department/Crime Prevention	1,572,001	78,000						1,650,001	1,384,946	1,554,602
Jail	0	0						0	0	0
Emergency Management	1,600	0						1,600	1,320	5,362
Flood Control		27,400						27,400	27,600	19,392
Fire Department	787,582	0						787,582	214,527	228,666
Ambulance	43,652	0						43,652	14,871	13,437
Building Inspections	61,694							61,694	61,004	49,398
Miscellaneous Protective Services								0	0	0
Animal Control	6,000							6,000	6,000	4,565
Other Public Safety								0	0	0
TOTAL (lines 1 - 10)	2,472,529	105,400				0		2,577,929	1,710,268	1,875,422
<b>PUBLIC WORKS</b>										
Roads, Bridges, & Sidewalks	2,000	979,290						981,290	1,131,149	607,401
Parking - Meter and Off-Street								0	0	0
Street Lighting	0	179,100						179,100	137,000	115,340
Traffic Control and Safety		10,000						10,000	15,500	11,138
Snow Removal		95,775						95,775	82,275	62,977
Highway Engineering								0	0	0
Street Cleaning								0	0	0
Airport								0	0	0
Garbage (if not Enterprise)		0						0	0	0
Other Public Works		20,000						20,000	0	39,202
TOTAL (lines 12 - 21)	2,000	1,284,165				0		1,286,165	1,365,924	836,058
<b>HEALTH &amp; SOCIAL SERVICES</b>										
Welfare Assistance								0	0	0
City Hospital								0	0	0
Payments to Private Hospitals								0	0	0
Health Regulation and Inspection								0	0	0
Water, Air, and Mosquito Control		13,000						13,000	13,000	215
Community Mental Health								0	0	0
Other Health and Social Services		35,000						35,000	40,000	16,269
TOTAL (lines 23 - 29)	0	48,000				0		48,000	53,000	16,484
<b>CULTURE &amp; RECREATION</b>										
Library Services	556,139	52,650						608,789	544,142	528,778
Museum, Band and Theater	0	1,500						1,500	1,500	920
Parks	843,521	42,200						885,721	786,177	848,124
Recreation	172,023	32,750						204,773	11,622	154,625
Cemetery	192,629	6,500						199,129	126,125	151,606
Community Center, Zoo, & Marina	291,643	1,200						292,843	300,429	119,794
Other Culture and Recreation	0	0						0	0	0
TOTAL (lines 31 - 37)	2,055,955	136,800				0		2,192,755	1,769,995	1,803,847

EXPENDITURES SCHEDULE PAGE 2

City Name: NEVADA  
 Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>										
Community Beautification	39	0						0	0	0
Economic Development	40	215,000	516,319					738,319	593,003	481,587
Housing and Urban Renewal	41	0	475,000					475,000	45,000	3,850
Planning & Zoning	42	100,000						266,894	245,082	271,400
Other Com & Econ Development	43	6,500						9,100	700	31,935
TIF Rebates	44							0	0	0
TOTAL (lines 39 - 44)	45	321,500	991,319			0		1,489,313	883,785	788,772
<b>GENERAL GOVERNMENT</b>										
Mayor, Council, & City Manager	46	38,204	40,000					78,204	78,890	64,943
Clerk, Treasurer, & Finance Adm.	47	506,033	0					506,033	336,637	439,377
Elections	48	0						0	3,500	0
Legal Services & City Attorney	49	121,250	1,500					122,750	122,700	165,702
City Hall & General Buildings	50	123,711	0					123,711	125,654	105,077
Tort Liability	51	79,160						79,160	62,551	70,173
Other General Government	52	20,000						20,000	14,000	15,797
TOTAL (lines 46 - 52)	53	868,358	61,500	1,870,691	6,965,000	0		929,858	743,932	861,069
DEBT SERVICE	54							1,870,691	1,910,295	1,384,062
Gov Capital Projects	55				6,965,000			6,965,000	7,347,200	4,666,159
TIF Capital Projects	56							0	0	0
TOTAL CAPITAL PROJECTS	57	0	0	0	6,965,000	0		6,965,000	7,347,200	4,666,159
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	5,575,336	1,957,365	1,870,691	6,965,000	0		17,359,711	15,784,399	12,231,873
<b>BUSINESS TYPE ACTIVITIES</b>										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							1,654,491	1,524,685	1,256,228
Sewer Utility	60							8,665,980	22,108,886	909,210
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63							0	0	0
Landfill/Garbage	64							75,800	74,700	73,308
Transit	65							0	0	0
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	0
Storm Water Utility	68							65,900	70,900	8,994
Other Business Type (city hosp., ISF, parking, etc.)	69							0	0	0
Enterprise DEBT SERVICE	70							3,441,066	0	1,597,882
Enterprise CAPITAL PROJECTS	71							0	0	26,405,005
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							13,903,237	23,779,171	30,250,627
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	5,575,336	1,957,365	1,870,691	6,965,000	0		31,262,948	39,563,570	42,482,500
Regular Transfers Out	75	443,333	2,453,832	0	94,428	0		5,097,295	8,088,888	5,928,541
Internal TIF Loan / Repayment Transfers Out	76							1,228,051	754,287	756,739
Total ALL Transfers Out	77	443,333	2,453,832	0	94,428	0		5,097,295	6,962,581	6,665,280
Total Expenditures & Fund Transfers Out (lines 74+77)	78	6,018,669	4,411,197	1,870,691	7,059,428	0		19,000,532	46,526,151	49,147,780
Ending Fund Balance June 30	79	5,969,092	3,908,036	544,983	2,048,907	182,682		25,996,706	27,354,551	32,884,139

REVENUES DETAIL

City Name: NEVADA  
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL REVENUES	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>										
Taxes Levied on Property	1 2,707,869	920,870		673,709	168,307			4,470,755	4,319,864	4,154,143
Less: Uncollected Property Taxes - Levy Year	2							0	0	0
Net Current Property Taxes (line 1 minus line 2)	3 2,707,869	920,870		673,709	168,307			4,470,755	4,319,864	4,154,143
Delinquent Property Taxes	4							0	0	0
TIF Revenues	5		1,546,568					1,546,568	576,552	546,953
Other City Taxes:										
Utility franchise tax (Iowa Code Chapter 364.2)	6 22,844	7,783		4,841	1,421			36,889	37,238	37,747
Parishonal wager tax	8							0	0	0
Gaming wager tax	9							0	0	0
Mobile Home Taxes	10 17,470	4,000		5,000	1,000			27,470	26,970	27,804
Hotel/Motel Taxes	11 4,000							4,000	4,000	6,130
Other Local Option Taxes	12	1,100,000						1,100,000	1,000,000	1,298,104
Subtotal - Other City Taxes (lines 6 thru 12)	13 44,314	1,111,783		9,841	2,421			1,168,559	1,068,208	1,369,785
Licenses & Permits	14 91,800	500						92,300	78,300	80,841
Use of Money & Property	15 83,200	52,010	12,000	6,000	12,600		87,000	252,810	188,460	1,053,407
Intergovernmental:										
Federal Grants & Reimbursements	16 17,000	100,000			80,000			197,000	17,000	569,989
Road Use Taxes	17	950,000						950,000	856,187	952,958
Other State Grants & Reimbursements	18 90,430	133,809		20,285	5,631			230,155	0	1,163,316
Local Grants & Reimbursements	19 192,000	0						192,000	113,000	182,307
Subtotal - Intergovernmental (lines 16 thru 19)	20 299,430	1,183,809	0	20,285	85,631			1,589,155	986,187	2,868,570
Charges for Fees & Service:										
Water Utility	21							2,922,635	2,440,525	2,927,093
Sewer Utility	22							5,303,000	2,714,387	3,279,946
Electric Utility	23							0	0	0
Gas Utility	24							0	0	0
Parking	25							0	0	0
Airport	26							0	0	0
Landfill/Garbage	27							73,700	73,700	72,669
Hospital	28							0	0	0
Transit	29							0	0	0
Cable TV, Internet & Telephone	30							0	0	0
Housing Authority	31							0	0	0
Storm Water Utility	32							170,900	170,900	177,856
Other Fees & Charges for Service	33 223,795	24,100			0	5,000		252,895	155,585	372,089
Subtotal - Charges for Service (lines 21 thru 33)	34 223,795	24,100	0	0	0	5,000	8,470,235	8,723,130	5,555,097	6,829,653
Special Assessments	35 0							0	0	0
Miscellaneous	36 309,000	26,720						362,020	1,761,320	1,48,376
Other Financing Sources:										
Regular Operating Transfers In	37 1,487,973	535,859		94,428	1,954,370			8,088,888	6,208,294	5,928,541
Internal TIF Loan Transfers In	38 14,071		106,717	1,097,263	10,000			1,228,051	754,287	736,739
Subtotal ALL Operating Transfers In	39 1,502,044	535,859	106,717	1,191,691	1,964,370	0	4,016,258	9,316,939	6,962,581	6,665,280
Proceeds of Debt (Excluding TIF Internal Borrowing)	40		0	0	3,200,000		8,500,000	11,700,000	19,500,000	27,150,030
Proceeds of Capital Asset Sales	41 0	0						0	0	222,242
Subtotal-Other Financing Sources (lines 38 thru 40)	42 1,502,044	535,859	106,717	1,191,691	5,164,370	0	12,516,258	21,016,939	26,462,581	34,037,552
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 5,261,452	3,855,651	1,665,285	1,901,526	5,433,329	5,000	21,099,793	39,222,036	40,996,569	51,089,280
Beginning Fund Balance July 1	44 6,726,309	4,463,582	1,099,668	342,481	3,675,006	177,682	10,870,629	27,354,537	32,884,139	30,942,639
<b>TOTAL REVENUES &amp; BEGIN BALANCE (lines 42-43)</b>	45 11,987,761	8,319,233	2,764,353	2,244,007	9,108,335	182,682	31,970,222	66,576,593	73,880,708	82,031,919

ADOPTED BUDGET SUMMARY

City Name: NEVADA  
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
<b>Revenues &amp; Other Financing Sources</b>										
Taxes Levied on Property	2,707,869	920,870		673,709	168,307			4,470,755	4,319,864	4,154,143
Less: Uncollected Property Taxes-Levy Year	0	0		0	0			0	0	0
Net Current Property Taxes	2,707,869	920,870		673,709	168,307			4,470,755	4,319,864	4,154,143
Delinquent Property Taxes	0	0		0	0			0	0	0
TIF Revenues			1,546,568					1,546,568	576,552	546,953
Other City Taxes	44,314	1,111,783		9,841	2,421			1,168,359	1,068,208	1,369,785
Licenses & Permits	91,800	500					0	92,300	78,300	80,841
Use of Money and Property	83,200	52,010	12,000	6,000	12,600	0	87,000	252,810	188,460	1,053,407
Intergovernmental	299,430	1,183,809		20,285	85,651			1,589,155	986,187	2,868,570
Charges for Fees & Service	223,795	24,100		0	0	5,000	8,470,235	8,723,130	5,555,097	6,829,653
Special Assessments	0	0		0	0		0	0	0	0
Miscellaneous	309,000	26,720		0	0		26,300	362,020	1,761,320	148,376
Sub-Total Revenues	3,759,408	3,319,792	1,558,568	709,835	268,959	5,000	8,583,535	18,205,097	14,533,988	17,051,728
<b>Other Financing Sources:</b>										
Total Transfers In	1,502,044	535,859	106,717	1,191,691	1,964,370	0	4,016,258	9,316,939	6,962,581	6,665,280
Proceeds of Debt	0	0	0	0	3,200,000	0	8,500,000	11,700,000	19,500,000	27,150,030
Proceeds of Capital Asset Sales	5,261,452	3,855,651	1,665,285	1,901,526	5,433,329	5,000	21,099,793	39,222,036	40,996,569	51,089,280
<b>Expenditures &amp; Other Financing Uses</b>										
Public Safety	2,472,529	105,400						2,577,929	1,710,268	1,875,422
Public Works	2,000	1,284,165						1,286,165	1,365,924	836,058
Health and Social Services	0	48,000						48,000	53,000	16,484
Culture and Recreation	2,055,955	136,800						2,192,755	1,769,995	1,803,847
Community and Economic Development	176,494	321,500						1,489,313	883,785	788,772
General Government	868,358	61,500						929,858	743,952	861,069
Debt Service	0	0		1,870,691				1,870,691	1,910,295	1,384,062
Capital Projects	0	0		0	6,965,000	0		6,965,000	7,347,200	4,666,159
Total Government Activities Expenditures	5,575,336	1,957,365	991,319	1,870,691	6,965,000	0	13,903,237	17,359,711	15,784,399	12,231,873
Business Type Proprietary, Enterprise & ISF								13,903,237	23,779,171	30,250,627
Total Gov & Bus Type Expenditures	5,575,336	1,957,365	991,319	1,870,691	6,965,000	0	13,903,237	31,262,948	39,563,570	42,482,500
Total Transfers Out	443,333	2,453,832	1,228,051	0	94,428	0	5,097,295	9,316,939	6,962,581	6,665,280
Total ALL Expenditures/Fund Transfers Out	6,018,669	4,411,197	2,219,370	1,870,691	7,059,428	0	19,000,532	40,579,887	46,526,151	49,147,780
Excess Revenues & Other Sources Over										
(Under) Expenditures/Transfers Out	-757,217	-555,546	-554,085	30,835	-1,626,099	5,000	2,099,261	-1,357,851	-5,529,582	1,941,500
Beginning Fund Balance July 1	6,726,309	4,463,582	1,099,068	342,481	3,675,006	177,682	10,870,429	27,354,557	32,884,139	30,942,639
Ending Fund Balance June 30	5,969,092	3,908,036	544,983	373,316	2,048,907	182,682	12,969,690	25,996,706	27,354,557	32,884,139



LONG TERM DEBT SCHEDULE - LT DEBT1

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
Series 2012B Bond, Ref:CH/PSD/add-Library Improvements	1 7,320,000	GO	26(12/13)	90,000	3,978	93,978	450		94,428	0
Series 2017-Ref Dupont/Airport Rd/2013 CIP (only Airport Debt Remains)	2 2,850,000	GO	17(17/18)	235,000	10,313	245,313	450		245,763	0
Series 2020-Central Business District Project	3 8,905,000	GO	48(19/20)	500,000	178,100	678,100	450			678,550
Series 2020B-WTR Revenue (Refinanced 2012C)	4 2,765,000	NON-GO	4(20/21)	435,000	21,300	456,300	450		456,750	0
Series 2021 SRF-WWTF Phase 1-SRF#C1151R	5 1,360,000	NON-GO	61(20/21)	62,000	21,683	83,683	3,098		86,781	0
Series 2021B SRF-WWTF Phase 2(A)-SRF#C1180RT	6 10,000,000	NON-GO	80(20/21)	455,000	159,495	614,495	22,785		637,280	0
Series 2022 SRF-WWTF Phase 2(B)-SRF#C1242RT	7 10,000,000	NON-GO	40(21/22)	447,000	167,318	614,318	23,903		638,221	0
Series 2022A SRF-WWTF SRF#C1307R	8 20,838,000	NON-GO	30(22/23)	1,000	364,630	365,630	52,090		417,720	0
Series 2023A-Field House Bond	9 2,205,000	GO	74(22/23)	775,000	76,500	851,500	450		851,950	0
Series 2023 SRF-WWTF SRF#C1406RT	10 16,120,000	NON-GO	29(23/24)	1,000	208,764	209,764	14,779		224,543	0
	11	NON-GO				0				0
	12	-				0				0
	13	-				0				0
	14	-				0				0
	15	-				0				0
	16	-				0				0
	17	-				0				0
	18	-				0				0
	19	-				0				0
	20	-				0				0
	21	-				0				0
	22	-				0				0
	23	-				0				0
	24	-				0				0
	25	-				0				0
	26	-				0				0
	27	-				0				0
	28	-				0				0
	29	-				0				0
	30	-				0				0
TOTALS				3,001,000	1,212,081	4,213,081	118,905	0	3,633,436	678,550

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2025	Interest Due FY 2025	Total Obligation Due FY 2025	Bond Reg./ Paying Agent Fees Due FY 2025	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	1,600,000	268,891	1,868,891	1,800	0	1,192,141	678,550
NON GO - TOTAL	1,401,000	943,190	2,344,190	117,105	0	2,461,295	0
GRAND - TOTAL	3,001,000	1,212,081	4,213,081	118,905	0	3,653,436	678,550

**RESOLUTION NO. 068 (2023/2024)**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2024/2025  
CAPITAL IMPROVEMENTS PROGRAM**

**WHEREAS**, the statutes of the State of Iowa provide that the Capital Improvements Program shall be adopted by the Corporate Authorities of the City of Nevada; and

**WHEREAS**, the City Council of the City of Nevada has held the necessary hearing after having caused to be made the publication and notice required by law; and

**WHEREAS**, the City Council of the City of Nevada has reviewed the capital improvements program Fiscal Year 2024/2025 as presented by the City staff and to be in the best interest of the City of Nevada; and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF NEVADA CITY COUNCIL, STORY COUNTY, IOWA**, that the Fiscal Year 2024/2025 capital improvements program for the City of Nevada, Iowa, on file in the City Clerk's Office, is hereby adopted and approved.

Passed and approved this 8th day of April, 2024, by the City Council of the City of Nevada, Iowa.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 068 (2023/2024) be adopted.

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

The Mayor declared Resolution No. 068 (2023/2024) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 068 (2023/2024) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8th day of April, 2024.

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

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# LOCALiQ

Ames Tribune

PO Box 631851 Cincinnati, OH 45263-1851

## PROOF OF PUBLICATION

Kerin Wright  
CITY CLERK'S OFFICE  
City Of Nevada  
1209 6Th ST

Nevada IA 50201-1536

STATE OF WISCONSIN, COUNTY OF BROWN

The Nevada Journal, a weekly newspaper printed and published at Ames, Story County, Iowa, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspaper in the issues dated:

03/28/2024

and that the fees charged are legal.

Sworn to and subscribed before on 03/28/2024

Legal Clerk \_\_\_\_\_  
*Amy Kokott*  
Notary, State of WI / County of Brown \_\_\_\_\_  
*6/30/2025*  
My commission expires \_\_\_\_\_

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AMY KOKOTT  
Notary Public  
State of Wisconsin

#9962885

**NOTICE OF PUBLIC HEARING**  
Notice is hereby given that the Nevada City Council will hold a Public Hearing on Monday, April 8, 2024 at 6:00 p.m. at the Nevada City Council Chambers, 1209 6th Street, to hear public input on the proposed FY24/25- FY 29/30 Capital Improvement Plan. The meeting may also be held via Zoom if available at:  
<https://us02web.zoom.us/j/85159572027?pwd=LzJ0V0F2aEtoOEZxSkY4VGVTdHBpdz09>

If you are unable to attend, written comments may be addressed to the City Clerk, 1209 6th Street, P O Box 530, Nevada, Iowa 50201-0530 and must be received by 4:00 p.m. on April 08, 2024.  
Kerin Wright  
City Clerk  
(Published in the Nevada Journal on 03/28/2024. 1T)

# CAPITAL IMPROVEMENT PROGRAM, FY23/24 through FY28/29

## CITY OF NEVADA, IA

W:\Office\Finance\BUDGET\2024-2025\CIP

10/27/2023

Project	Funding	2023-24	2024-25	2025-2026	2026-2027	2027-28	2028-29	Unscheduled
<b>Street Projects</b>								
Bridge Approach & Intakes E Ave	RUT		\$16,000	\$156,000				
#1 LHW Reconstr, 1st St to 5th (3 parts)	TIF/STP				\$175,000	\$1,750,000		
#2 LHW Reconstr, 7th St to 15th	TIF/STP							\$2,000,000
#3 LHW Reconstr, 1st St-Bridge, 15-19St	TIF/STP							\$4,040,000
I & H Ave/9th Street, Total Recon	GO	\$125,000	\$1,250,000					
Street Lights on Fawcett	RUT			\$50,000				
G & F Ave (10th to 6th) HMA Overlay	GO		\$1,300,000					
S14 Flyover Bridge w/ trail	GF/RUT/ WTR GO	\$450,000	\$450,000	\$450,000				\$3,500,000
US 30 Interchange (2.5M), Add'l roads								
<i>Total Streets - RUT</i>		\$450,000						
<i>Total Streets - GO/TIF Funding</i>		\$0	\$0	\$156,000	\$175,000	\$1,750,000		\$9,540,000
<b>Project</b>	<b>Funding</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>	<b>2028-29</b>	<b>Unscheduled</b>
<b>Sewer and Wastewater Projects</b>								
W/WTP reserve, (transfer to W/WCF)	O/M	\$200,000	\$100,000	\$100,000	\$100,000			\$200,000
W/WTP, Plant build	REV SRF	\$10,000,000	\$2,000,000					\$0
I Ave & 9th St, 3 blocks	GO/O/M	\$30,000	\$300,000					
SE lining CIPP/manhole rehab-17-18 blcks	GO/O/M					\$440,000		
LHW Reconstr, - 1st St. to 3rd st	O/M				\$20,600	\$206,250		
LHW Reconstr, - 11th to 14th (2027)	O/M							\$350,000
Public Infrastructure for Nevada Dev LLC	ARPF/TI	\$0	\$500,000	\$500,000	\$500,000			
<i>Total Wastewater GO/TIF</i>		\$0	\$500,000					\$350,000
<i>Total Wastewater REV</i>		\$10,000,000						\$0
<i>Total Wastewater O/M</i>		\$230,000	\$400,000	\$100,000	\$120,600	\$206,250	\$0	\$200,000



# CAPITAL IMPROVEMENT PROGRAM, FY23/24 through FY28/29

## CITY OF NEVADA, IA

W:\Office\Finance\BUDGET\2024-2025\CIP

10/27/2023

Project	Funding	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Unscheduled
<b>Water Projects</b>								
Water Plant Improvements (2027) (xtr to WUPRS)	Wtr OM	\$200,000	\$200,000	\$200,000	\$200,000			\$200,000
Water Plant Expansion	REV SRF				\$13,000,000			
WTR Ties -8th St, linking P Ave. & Q	O/M							\$33,000
2 <sup>1</sup> / <sub>4</sub> " Wtr Main Replc - 9th St. (E-I Ave., J Ave.-L Ave.) 7th St. (E Ave.-H Ave., 10th St. from J Ave.-L Ave), Alley(7th St.-8th St. from L Ave.-N Ave., 2 <sup>1</sup> / <sub>4</sub> " Wtr Main Replc - 16th, 17th & 18th St., H Ave. to F Ave. 15th-F Ave	O/M				\$ 500,000			
I & H Ave (9th to 10th) (9th St & 10th St)4.5	GO/OM	\$32,000	\$320,000					
LHW Reconstruction, #1	O/M				\$20,600	\$206,250		
LHW Reconstruction, #2	O/M							\$420,000
LHW Reconstruction # 3	O/M							\$536,250
<i>Total Water GO &amp; TIF</i>					\$13,000,000			
<i>Total Water O/M</i>		\$232,000	\$520,000	\$200,000	\$720,600	\$206,250		\$1,733,000
<b>Project</b>	<b>Funding</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>	<b>2028-29</b>	<b>Unscheduled</b>
<b>Storm Sewer Projects</b>								
Cost share Program	Sim O/M	\$7,500	\$7,500	\$7,500	\$7,500			\$7,500
I Ave-9th St/H Ave-9th to 10th 4 blks	O/M	\$28,000	\$280,000					
G & F Ave (10th to 6th) Storm Box on F	O/M		\$50,000					
15th to 18th/ H Ave to F Ave	Sim O/M				\$250,000			
LHW Reconstruction, #1	O/M				\$17,500	\$175,000		
LHW Reconstruction, #2	O/M							\$380,000
LHW Reconstruction # 3	O/M							\$505,000
SRF Sponsored Project	SRF	\$2,000,000						
<i>Total Storm Sewer O/M</i>		\$35,500	\$287,500	\$7,500	\$275,000	\$175,000		\$892,500

# CAPITAL IMPROVEMENT PROGRAM, FY23/24 through FY28/29

## CITY OF NEVADA, IA

W:\Office\Finance\BUDGET\2024-2025\CIP

10/27/2023

Project	Funding	2023-24	2024-25	2025-26	2026-27	2027-28	Unschedule
<b>Capital Building Projects</b>							
Fieldhouse	TIF/GO	\$7,000,000					
Splashpad	GF RSV /LOT	\$80,000	\$800,000				
Trail Extension connectivity	Th levy/Gnt	\$110,000	\$1,100,000				
Trail extension from S14 Reimb DOT	TRL RSV/GF	\$500,000	\$500,000	\$500,000			
<i>Total Capital Building Projects</i>		\$7,500,000	\$2,400,000	\$500,000	\$0	\$0	\$0
<b>TOTAL ALL PROJECTS</b>		\$17,997,500	\$4,107,500	\$963,500	\$1,291,200	\$2,337,500	\$9,615,500
Streets GO Bond every 3 years - approximately \$3,000,000							
Water and Wastewater Projects every 3 years - approximately \$300,000 each							
Storm Projects every 3 years - approximately \$300,000							

RESOLUTION NO. 069 (2023/2024)

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

WHEREAS, the City Council of the City of Nevada, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the Harrington Park (Project C) SRF Sponsored Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on April 8, 2024;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 8, 2024.

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

Attest:

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

# LOCALIQ

## Ames Tribune

PO Box 631851 Cincinnati, OH 45263-1851

### PROOF OF PUBLICATION

CITY CLERK'S OFFICE  
City Of Nevada  
1209 6Th ST

Nevada IA 50201-1536

STATE OF WISCONSIN, COUNTY OF BROWN

The Nevada Journal, a weekly newspaper printed and published at Ames, Story County, Iowa, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspaper in the issues dated:

03/28/2024

and that the fees charged are legal.

Sworn to and subscribed before on 03/28/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$24.00

Order No: 9994152

# of Copies:

Customer No: 842186

0

PO #: LIOW0078132

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

AMY KOKOTT  
Notary Public  
State of Wisconsin

**NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE HARRINGTON PARK (PROJECT C) SRF SPONSORED PROJECT CITY OF NEVADA, IOWA**

Notice is Hereby Given: That at 06.00 P.M, at the City Hall, Council Chambers, 1209 6th Street, Nevada, IA 50201 on April 8, 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 Harrington Park (Project C) (the "Project").

The Project shall consist of: Formation of a constructed wetland

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.

March 28 2024

L10W0078132

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Specification No. \_\_\_\_\_

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**SPECIFICATIONS  
FOR  
HARRINGTON PARK (PROJECT C)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA  
(SUDAS SPECIFICATIONS - 2023 EDITION)**

**HR Green, Inc.  
Project No. 191900.03C**

**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.



	<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></p> <p>Date: <u>3/15/2024</u></p> <p><u>SANDY JAMES PUMPHREY, P.E.</u> License No. 21429 My renewal date is <b>December 31, 2024.</b></p> <p>Pages or sheets covered by this seal: <u>Sections 1 and 2 as listed in the table of contents of this project manual.</u></p>

**SPECIFICATIONS  
FOR  
HARRINGTON PARK (PROJECT C)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA**

**TABLE OF CONTENTS**

**1. GENERAL REQUIREMENTS OF THE CONTRACT**

- a. NOTICE OF PUBLIC HEARING
- b. NOTICE TO BIDDERS
- c. INSTRUCTIONS TO BIDDERS
- d. PROPOSAL
- e. BID BOND
- f. CONTRACT
- g. PERFORMANCE, PAYMENT AND MAINTENANCE BOND

**2. SPECIAL PROVISIONS**

**3. ADDITIONAL TECHNICAL SPECIFICATIONS**

- a. SRF REQUIRED FRONT-END SPECIFICATIONS

*This project is based on 2023 Edition of The SUDAS Standard Specifications unless modified herein, and is included in this contract by reference only. All provisions are to be followed, under this contract.*

**4. ADDITIONAL INFORMATION**

- a. USACE PERMIT
- b. GEOTECHNICAL REPORT



**PROPOSAL  
HARRINGTON PARK (PROJECT C)  
SRF SPONSORED PROJECT  
CITY OF 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:

**Formation of a constructed wetland**

**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. Substantially complete the project on or before December 31, 2024; and
5. Fully complete the project on or before March 31, 2025.
6. Pay liquidated damages for noncompliance with said completion provisions at the rate of \$1,000 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
2.	Section 00430 – Bid Bond (Submitted in Separate Sealed Envelope)
3.	SRF Attachments 1, 2, & 5

**PROPOSAL: PART G – IDENTITY OF BIDDER**

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

<input type="checkbox"/>	Individual, Sole Proprietorship	_____	Bidder
<input type="checkbox"/>	Partnership	_____	Signature
<input type="checkbox"/>	Corporation	_____	Name (Print/Type)
<input type="checkbox"/>	Joint-venture: all parties must join-in and execute all documents	By _____	Title
<input type="checkbox"/>	Other	_____	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 \_\_\_\_\_.

HR Green, Inc.  
Project No. 191900.03C

HARRINGTON PARK (PROJECT C)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA

---

\_\_\_\_\_  
Notary Public in and for

State of \_\_\_\_\_  
County of \_\_\_\_\_

My commission expires \_\_\_\_\_

**PROPOSAL  
HARRINGTON PARK (PROJECT C)  
SRF SPONSORED PROJECT  
CITY OF 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 comparison of bids.

ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	MOBILIZATION	LS	1	\$	\$
2.	CONSTRUCTION SURVEY	LS	1	\$	\$
3.	COMPACTION TESTING	LS	1	\$	\$
4.	EXCAVATION, CLASS 13	CY	14,759	\$	\$
5.	TOPSOIL, ONSITE, STRIP, SALVAGE, AND SPREAD, 8 INCHES	CY	7,190	\$	\$
6.	CLEARING AND GRUBBING	LS	1	\$	\$
7.	INTAKE ADJUSTMENT MINOR	EA	1	\$	\$
8.	INTAKE ADJUSTMENT MAJOR	EA	1	\$	\$
9.	TRAFFIC CONTROL	LS	1	\$	\$
10.	SEEDING AND FERTILIZING, TEMPORARY SEEDING	AC	6	\$	\$
11.	WATERING	LS	1	\$	\$
12.	SEEDING WARRANTY	LS	1	\$	\$
13.	SWPPP MANAGEMENT	LS	1	\$	\$
14.	TEMPORARY RECP, TYPE 1.A	SY	250,000	\$	\$
15.	CHECK DAM, ROCK	TON	120	\$	\$
16.	EMERGENCY SPILLWAY, ROCK	TON	35	\$	\$

ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
17.	SILT FENCE	LF	1,435	\$	\$
18.	SILT FENCE, REMOVAL OF SEDIMENT	LF	1,435	\$	\$
19.	SILT FENCE, REMOVAL OF DEVICE	LF	1,435	\$	\$
20.	STABILIZED CONSTRUCTION ENTRANCE	SF	2,500	\$	\$
21.	INLET PROTECTION DEVICE	EA	4	\$	\$
22.	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$	\$
23.	TEMPORARY FENCE, SNOW FENCE, 48"	LF	3,000	\$	\$
<b>TOTAL ITEM 1 - 23</b>					<b>\$</b>

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

# ADDENDUM 1

---

To: Plan Holders

From: Project Manager — *Sandy Pumphrey, PE*  
Harrington Park (Project C)  
SRF Sponsored Project  
City of Nevada, IA

Subject: **Addendum #1**

Date: April 4, 2024

---

The following questions were submitted for responses. HR Green offers the following responses.

Q1: Please provide the AutoCAD files for the project.

A1: HR Green has placed the relevant electronic files on an ftp site with the following access credentials:

Link: <a href="https://ftp.hrgreen.com/?ShareToken=04239F390A10FA45C4D4732265C5C4B6B1B142D4">https://ftp.hrgreen.com/?ShareToken=04239F390A10FA45C4D4732265C5C4B6B1B142D4</a> Password: ww4Wp5nD
---

All users accessing this information do so at their own risk. Any and all access to this information assumes that a user has read, understood and fully accepts all of the terms and conditions listed in Appendix 1, attached to this addendum, pertaining to the provision of electronic data. Should any of these terms and conditions listed in Appendix 1 not be acceptable, the user shall not pursue access to the information provided.

Q2: Do we have to fence off this project?

A2: Temporary fencing is called out in the plans.

Q4: Will the extra fill material (clay) be exported?

A4: It is assumed that excess materials will be hauled off site and disposed of by the contractor.

Q5: Is it mandatory to use HR Green for the construction survey?

A5: The contractor is free to select whichever sub-contractors they deem most appropriate to satisfy the obligations and requirements of the contract, including construction survey.

Q6: The temporary RECP, is it type 1A or type 2C? Is the 250,000 square yard quantity accurate?

A6: The list of quantities has been corrected to address these two questions. A new "Proposal Form" showing the corrected quantity, is provided as Appendix #2 to this addendum and shall be used for the submittal of bids. This correction should be assumed to also translate to all of the following locations:

- Project Manual
  - Proposal
  - Contract
- Planset
  - Sheet G.003
  - Sheet G.004

Q7: Watering, there is no detail on this item and it's lined out as a lump sum. Is there a particular amount of watering that is supposed to be specified?

A7: Watering has been removed from the scope of this project. A new "Proposal Form" showing the correction, is provided as Appendix #2 to this addendum and shall be used for the submittal of bids. This correction should be assumed to also translate to all of the following locations:

- Project Manual
  - Proposal
  - Contract
- Planset
  - Sheet G.003
  - Sheet G.004

Q8: Seeding, is temp seeding all that is being specified on this job? Nothing permanent?

A8: Only temporary seeding is required as part of this bid package. Another bid package will be issued to furnish and install final plantings and seeding.

Q9: Can you clarify the request for a warranty on the temporary seed?

A9: The seeding warranty has been removed from the scope of this project. A new "Proposal Form" showing the correction, is provided as Appendix #2 to this addendum and shall be used for the submittal of bids. This correction should be assumed to also translate to all of the following locations:

- Project Manual
  - Proposal
  - Contract
- Planset
  - Sheet G.003
  - Sheet G.004

Attachments to this Addendum

*Appendix 1: DISCLAIMER: Terms and Conditions of Providing CAD files*

*Appendix 2: Replacement Proposal Form*

End of Addendum Text (excluding Appendices)



## **Appendix 1: DISCLAIMER: Terms and Conditions of Providing CAD files**

1. HR Green, Inc. (HR Green) makes these files available for information purposes only. While HR Green intends for the data to be accurate and reliable, no warranty either expressed or implied is made regarding the accuracy, validity, or reliability of the data. The Recipient must rely on the hardcopy or original signed drawings for accuracy, validity, reliability and completeness. HR Green cannot guarantee that changes to the data files will not be made by other persons or entities.
2. HR Green reserves the right to revise, update, and improve its electronically stored data without notice and assumes no responsibility for any damages which may arise as a result of the use of its data.
3. HR Green is not responsible for making the files compatible with any system or software package other than the one on which the files were originally prepared.
4. The Recipient agrees to the fullest extent permitted by law, to indemnify and hold the HR Green and the Owner harmless from any damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by the Recipient or from reuse of the drawings and data without the prior written permission of HR Green and the Owner and from any and all liability in connection with the use of the files. The Recipient shall not give the files to any person outside of their organization or company without the express written permission of HR Green. If the Recipient discloses their files to a third party, the third party shall release HR Green and the Owner from any and all liability in connection with the use of the files.
5. HR Green makes every effort to ensure the storage media is virus free; however, HR Green assumes no responsibility for any damages caused by the installation of this data.
6. Use of the electronic files indicates that the Recipient accepts the above conditions. If these conditions are unacceptable, the electronic files should be returned promptly to HR Green and all copies destroyed.
7. Recipient represents that these electronic files will be used solely for assisting in the review of bid-documents for the project listed in the title of this addendum. The recipient accepts all responsibility and liability associated with any use other than that for which they are intended.

**Appendix 2: Replacement Proposal Form**

\*\*\*\*This form shall be used for the submittal of bids in lieu of the original version provided in the project manual\*\*\*\*

**PROPOSAL  
HARRINGTON PARK (PROJECT C)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA**

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

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5.	TOPSOIL, ONSITE, STRIP, SALVAGE, AND SPREAD, 8 INCHES	CY	7,190	\$	\$
6.	CLEARING AND GRUBBING	LS	1	\$	\$
7.	INTAKE ADJUSTMENT MINOR	EA	1	\$	\$
8.	INTAKE ADJUSTMENT MAJOR	EA	1	\$	\$
9.	TRAFFIC CONTROL	LS	1	\$	\$
10.	SEEDING AND FERTILIZING, TEMPORARY SEEDING	AC	6	\$	\$
11.	<i>Item removed under Addendum #1</i>	-	-	-	-
12.	<i>Item removed under Addendum #1</i>	-	-	-	-
13.	SWPPP MANAGEMENT	LS	1	\$	\$
14.	TEMPORARY RECP, TYPE 2C	SY	28,000	\$	\$
15.	CHECK DAM, ROCK	TON	120	\$	\$
16.	EMERGENCY SPILLWAY, ROCK	TON	35	\$	\$
17.	SILT FENCE	LF	1,435	\$	\$

ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
18.	SILT FENCE, REMOVAL OF SEDIMENT	LF	1,435	\$	\$
19.	SILT FENCE, REMOVAL OF DEVICE	LF	1,435	\$	\$
20.	STABILIZED CONSTRUCTION ENTRANCE	SF	2,500	\$	\$
21.	INLET PROTECTION DEVICE	EA	4	\$	\$
22.	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$	\$
23.	TEMPORARY FENCE, SNOW FENCE, 48"	LF	3,000	\$	\$
<b>TOTAL ITEM 1 - 23</b>					<b>\$</b>

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

**CONTRACT  
HARRINGTON PARK (PROJECT C)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Nevada, Iowa by its City Administrator, upon order of its City Council hereinafter called the "Jurisdiction", and TBD, 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:

Formation of a constructed wetland

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of TBD dollars (\$TBD), 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 shall be substantially complete on or before December 31, 2024, and shall be fully completed on or before March 31, 2025, and to pay liquidated damages for noncompliance with said completion provisions at a rate of \$1,000 dollars for each calendar day that the work remains incomplete.

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 \_\_\_\_\_  
Jordan Cook, City Administrator

TBD

(Seal)  
ATTEST: \_\_\_\_\_

By \_\_\_\_\_  
TBD, TBD

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

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
TBD  
Street Address

\_\_\_\_\_  
TBD  
City, State, Zip Code

\_\_\_\_\_  
TBD  
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.
  - 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.**



**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.		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$	\$
2	CONSTRUCTION SURVEY	LS	1	\$	\$
3	COMPACTION TESTING	LS	1	\$	\$
4	EXCAVATION, CLASS 13	CY	14,759	\$	\$
5	TOPSOIL, ONSITE, STRIP, SALVAGE, AND SPREAD, 8 INCHES	CY	7,190	\$	\$
6	CLEARING AND GRUBBING	LS	1	\$	\$
7	INTAKE ADJUSTMENT MINOR	EA	1	\$	\$
8	INTAKE ADJUSTMENT MAJOR	EA	1	\$	\$
9	TRAFFIC CONTROL	LS	1	\$	\$
10	SEEDING AND FERTILIZING, TEMPORARY SEEDING	AC	5.93	\$	\$
11	WATERING	LS	1	\$	\$
12	SEEDING WARRANTY	LS	1	\$	\$
13	SWPPP MANAGEMENT	LS	1	\$	\$
14	TEMPORARY RECP, TYPE 1.A	SY	250,000	\$	\$
15	CHECK DAM, ROCK	TON	120	\$	\$
16	EMERGENCY SPILLWAY, ROCK	TON	35	\$	\$
17	SILT FENCE	LF	1,435	\$	\$
18	SILT FENCE, REMOVAL OF SEDIMENT	LF	1,435	\$	\$

HR Green, Inc.  
Project No. 191900.03C

HARRINGTON PARK (PROJECT C)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA

ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
19	SILT FENCE, REMOVAL OF DEVICE	LF	1,435	\$	\$
20	STABILIZED CONSTRUCTION ENTRANCE	SF	2,500	\$	\$
21	INLET PROTECTION DEVICE	EA	4	\$	\$
22	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$	\$
23	TEMPORARY FENCE, SNOW FENCE, 48"	LF	3,000	\$	\$
<b>TOTAL ITEM 1 - 23</b>					<b>\$</b>



**PERFORMANCE, PAYMENT AND MAINTENANCE BOND  
HARRINGTON PARK (PROJECT C)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA**

KNOW ALL BY THESE PRESENTS:

That we, TBD as Principal (hereinafter the "Contractor" or "Principal" and \_\_\_\_\_, as Surety are held and firmly bound unto the City of Nevada, Iowa, as Obligee (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 TBD Dollars(\$TBD) 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:

Formation of a constructed wetland

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 \$\_\_\_\_\_ (enter amount of contract or value of work that requires maintenance bond in excess of one year) 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 two (2) 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, 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. 191900.03C

HARRINGTON PARK (PROJECT C)  
SRF SPONSORED PROJECT  
CITY OF 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  
HARRINGTON PARK (PROJECT C)  
SRF SPONSORED PROJECT  
CITY OF NEVADA, IOWA**

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| 6. WORKING DAYS                          | 15. CONSTRUCTION STAKING                  |
| 7. CONSTRUCTION FACILITIES BY CONTRACTOR | 16. PRECONSTRUCTION MEETING               |
| 8. SOILS BORINGS                         | 17. PROGRESS MEETINGS                     |
| 9. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAYS |   |

**1. FORM OF SPECIFICATIONS**

- 1.1. "Specifications" shall mean the 2023 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. See attached report.

## 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 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 two (2) year(s) warranty and maintenance bond required for the work, except sodding.

#### 15. CONSTRUCTION STAKING

- 15.1. The Contractor shall provide all construction staking. 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 Contractor on the project shall 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. 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.

**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:
  - 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.

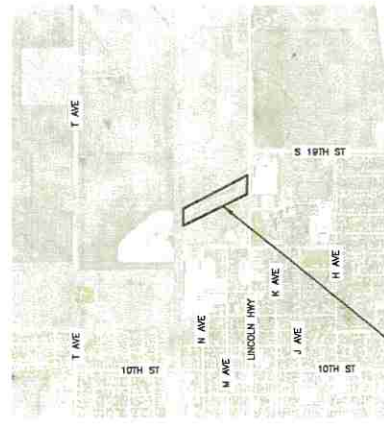
# HARRINGTON PARK STORMWATER WETLAND SRF SPONSORED PROJECT

CITY OF NEVADA IOWA  
NEVADA, IOWA  
2024

## CERTIFICATION



## LOCATION MAP



PROJECT  
LOCATION



8710 EARHART LANE SW | CEDAR RAPIDS, IOWA 52404  
Phone: 319.841.4000 | Toll Free: 800.728.7805 | Fax: 319.841.4012 | HRGreen.com

## Sheet List Table

Sheet Number	Sheet Title
GENERAL	COVER
G000	LEGENDS, SYMBOLS AND GENERAL NOTES
G001	ABBREVIATIONS
G002	QUANTITIES
G003	ESTIMATE REFERENCE
G004	SURVEY CONTROL
G005	OVERALL SITE PLAN
C101	EROSION CONTROL PLAN
C102	SOUTH SITE PLAN
C103	SOUTH CROSS SECTIONS
C104	SOUTH TEMPORARY SEEDING PLAN
C501	DETAILS
C502	DETAILS

100% DESIGN SET  
FOR B.I.D.  
NOT FOR CONSTRUCTION

NO.	DATE	BY	REVISION DESCRIPTION



HARRINGTON PARK - SRF PROJECT  
CITY OF NEVADA IOWA  
NEVADA, IOWA

GENERAL  
COVER

SHEET NO.  
G000





ITEM NUMBER	ITEM CODE	BID ITEM	UNITS	QUANTITY
DIVISION 1 - GENERAL				
1	11020-A	MOBILIZATION	LS	1
2	11010-A	CONSTRUCTION SURVEY	LS	1
DIVISION 2 - EXCAVATION				
3	2010-M	COMPACTION TESTING	LS	1
4	2010-E	EXCAVATION, CLASS 13	CY	14759
5	2010-D	TOPSOIL, ONSITE, STRIP, SALVAGE, AND SPREAD, 8 INCHES	CY	7160
6	2010-C	CLEARING AND GRUBBING	LS	1
DIVISION 5 - STRUCTURES FOR SF				
7	6010-E-2	INTAKE ADJUSTMENT MINOR	EA	1
8	6010-F-2	INTAKE ADJUSTMENT MAJOR	EA	1
DIVISION 8 - MISCELLANEOUS				
9	8030-A	TRAFFIC CONTROL	LS	1
DIVISION 9 - PLANTINGS / LANDSCAPING				
10	9010-A	SEEDING AND FERTILIZING, TEMPORARY SEEDING	AC	6
11	9010-D	WATERING	LS	1
12	9010-E	SEEDING WARRANTY	LS	1
13	9040-A	SWPPP MANAGEMENT	LS	1
14	9040-E	TEMPORARY RECP. TYPE 1A	SY	250000
15	9040-G-1	CHECK DAM, ROCK	TON	120
16	9040-G-2	EMERGENCY SPILLWAY, ROCK	TON	35
17	9040-N	SILT FENCE	LF	1435
18	9040-N	SILT FENCE, REMOVAL OF SEDIMENT	LF	1435
19	9040-N	SILT FENCE, REMOVAL OF DEVICE	LF	1435
20	9040-D	STABILIZED CONSTRUCTION ENTRANCE	SF	2500
21	9040-T1	INLET PROTECTION DEVICE	EA	4
21	9040-T2	INLET PROTECTION DEVICE, MAINTENANCE	EA	4
22	9060-F	TEMPORARY FENCE, SNOW FENCE, 48"	LF	3000

F O R B I D  
NOT FOR CONSTRUCTION

DRAWN BY: CLK APPROVED: JMA CAD DATE: 3/5/2024 12:34:44 PM CAD FILE: A:\0101\110101\110101.dwg - Harrington Park, Iowa, IA	DATE: 3/5/2024 JOB NUMBER: 13100003 DRAWING NUMBER: 110101 ADJUST SET OF RECORDS QUANTITY: 599	NO.   DATE   BY   REVISION   DESCRIPTION		
		HRGreen.com HARRINGTON PARK - SRF PROJECT CITY OF NEVADA IOWA NEVADA, IOWA	GENERAL QUANTITIES	SHEET NO. <b>6003</b>



ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	ITEM DESCRIPTION
DIVISION 1 - GENERAL		
1	1102-A	MOBILIZATION
2	1103-A	CONSTRUCTION SURVEY
DIVISION 2 - EXCAVATION		
3	2010-M	COMPACTION TESTING
4	2010-E	EXCAVATION, CLASS 13
		A. THIS ITEM SHALL INCLUDE ALL MASS GRADING REQUIRED FOR STORMWATER WETLAND ALONG WITH SHAPING WETLAND AREAS (SWALES, POOLS, FOREBAYS, ETC.) ALIKE
5	2010-D	TOPSOIL, ON-SITE, STRIP, SALVAGE, AND SPREAD, 8 INCHES
6	2010-C	CLEARING AND GRUBBING
		A. THIS ITEM WILL NOT BE MEASURED AND SHALL BE PAID AS LUMP SUM
		B. ALL ITEMS CALLED OUT TO BE PROTECTED, INCIDENTAL TO THIS ITEM
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS		
7	6010-E-2	INTAKE ADJUSTMENT MINOR
		A. THIS ITEM SHALL INCLUDE REMOVING EXISTING CASTING AND EXISTING ADJUSTMENT RINGS, FURNISHING AND INSTALLING ADJUSTMENT RINGS, AND FURNISHING AND INSTALLING NEW CASTING.
8	6010-F-2	INTAKE ADJUSTMENT MAJOR
		A. THIS ITEM SHALL INCLUDE REMOVAL OF EXISTING CASTING, ADJUSTMENT RINGS, TOP SECTIONS, AND RISERS; EXCAVATION; CONCRETE AND REINFORCING STEEL OR PRECAST SECTIONS; FURNISHING AND INSTALLING NEW CASTING; PLACING BACKFILL MATERIAL; AND COMPACTION.
DIVISION 8 - MISCELLANEOUS		
9	8030-A	TRAFFIC CONTROL
DIVISION 9 - PLANTINGS / LANDSCAPING		
10	9010-A	SEEDING AND FERTILIZING, TEMPORARY SEEDING
		A. AS NECESSARY TO ENSURE GERMINATION AND VEGETATION ESTABLISHMENT ACCORDING TO THE SPECIFICATIONS.
11	9010-D	WATERING
12	9010-E	SEEDING WARRANTY
13	9040-A	SWPPP MANAGEMENT
		A. ITEM INCLUDES ALL WORK REQUIRED TO COMPLY WITH THE ADMINISTRATIVE PROVISIONS OF THE IOWA DNR NPDES GENERAL PERMIT NO. 2, INCLUDING, BUT NOT LIMITED TO, WEEKLY INSPECTIONS, RECORD KEEPING, DOCUMENTATION, AND UPDATING THE SWPPP.
14	9040-E	TEMPORARY REGR, TYPE 1A
15	9040-G-1	CHECK DAM, ROCK
		A. REFER TO EROSION CONTROL PLAN FOR LOCATIONS AND DETAILS.
16	9040-G-2	EMERGENCY SPILLWAY, ROCK
17	9040-N	SILT FENCE
		A. REFER TO EROSION CONTROL PLAN FOR LOCATIONS AND DETAILS.
18	9040-N	SILT FENCE, REMOVAL OF SEDIMENT
19	9040-N	SILT FENCE, REMOVAL OF DEVICE
20	9040-O	STABILIZED CONSTRUCTION ENTRANCE
21	9040-T2	INLET PROTECTION DEVICE, MAINTENANCE
		A. REFER TO EROSION CONTROL PLAN FOR LOCATIONS AND DETAILS.
22	9060-F	TEMPORARY FENCE, SNOW FENCE, 48"

F O R B I D  
NOT FOR CONSTRUCTION

SHEET NO.  
G004

GENERAL  
ESTIMATE REFERENCE

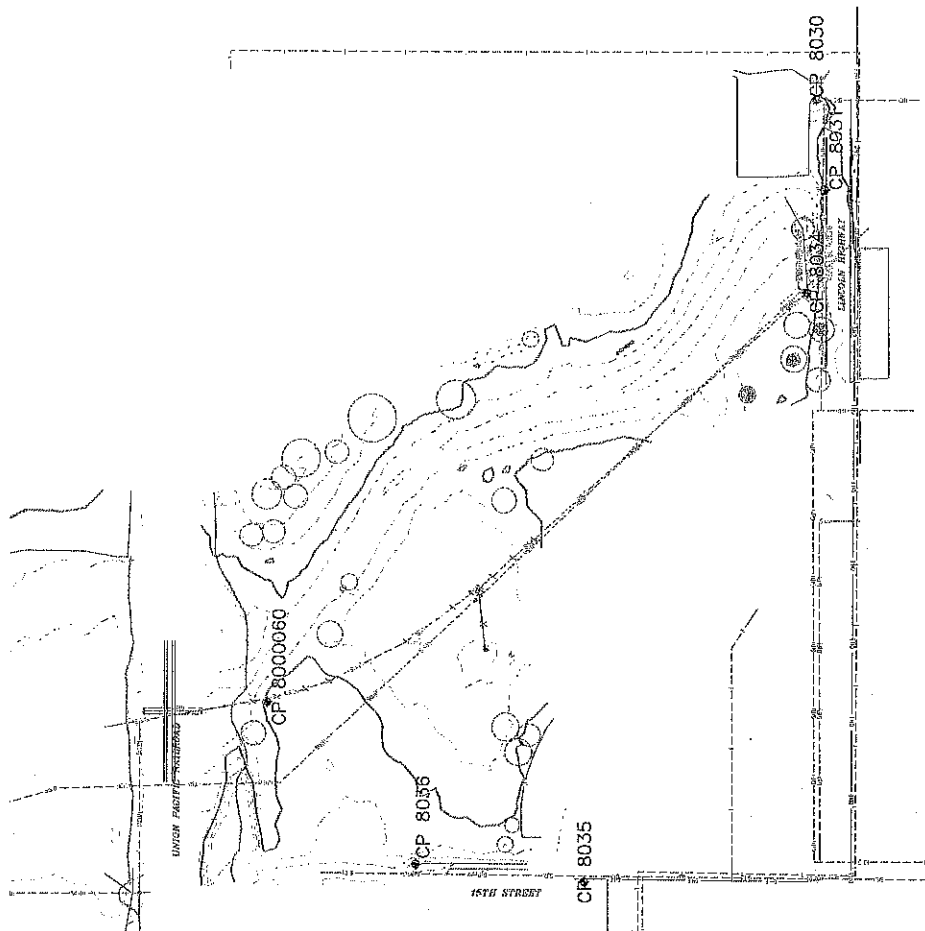
HARRINGTON PARK - SRF PROJECT  
CITY OF NEVADA, IOWA  
NEVADA, IOWA

HARRINGTON  
HARRINGTON

NO.	DATE	BY	REVISION DESCRIPTION

DRWING BY: JWA  
DATE: 3/2/2024 12:55:56 PM  
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SURVEY CONTROL POINT TABLE				
POINT #	NORTHINGS	EASTING	ELEVATION	DESCRIPTION
8000	5471572.21	4038996.05	890.02	103 CUT X 10' IMP. ATYRM
8001	5471556.23	4038720.15	890.77	103 CUT X CUTTER
8004	5471585.80	4038549.36	889.58	103 CUT X IMPACT/WH
8005	5471795.83	4032777.42	891.44	103 CUT X CUTTER
8006	5472034.80	4037406.54	893.64	103 CUT X IMPACT PROT
800088	5472262.82	4037871.29	893.25	103 30' D-S&L



1 CONTROL PLAN

F O R B I D  
NOT FOR CONSTRUCTION

SHEET NO.  
G005

GENERAL  
SURVEY CONTROL

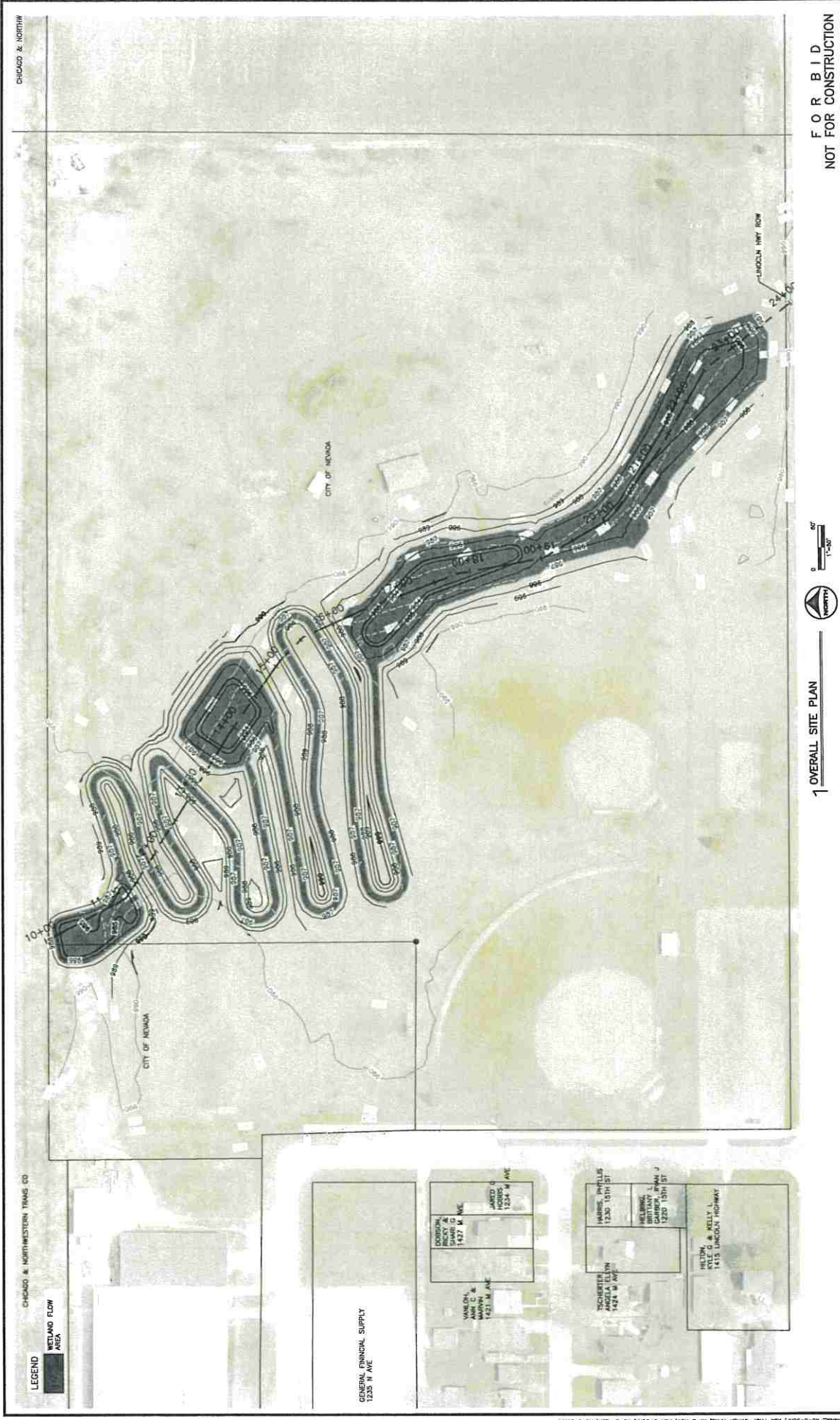
HARRINGTON PARK - SRF PROJECT  
CITY OF NEVADA, IOWA  
NEVADA, IOWA

H2Green.com

NO.	DATE	BY	REVISION DESCRIPTION

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APPROVED: JIM  
JOB DATE: 2/2/2024  
JOB NUMBER: 18100043  
JOB DATE: 2/5/2024 12:33:25 PM  
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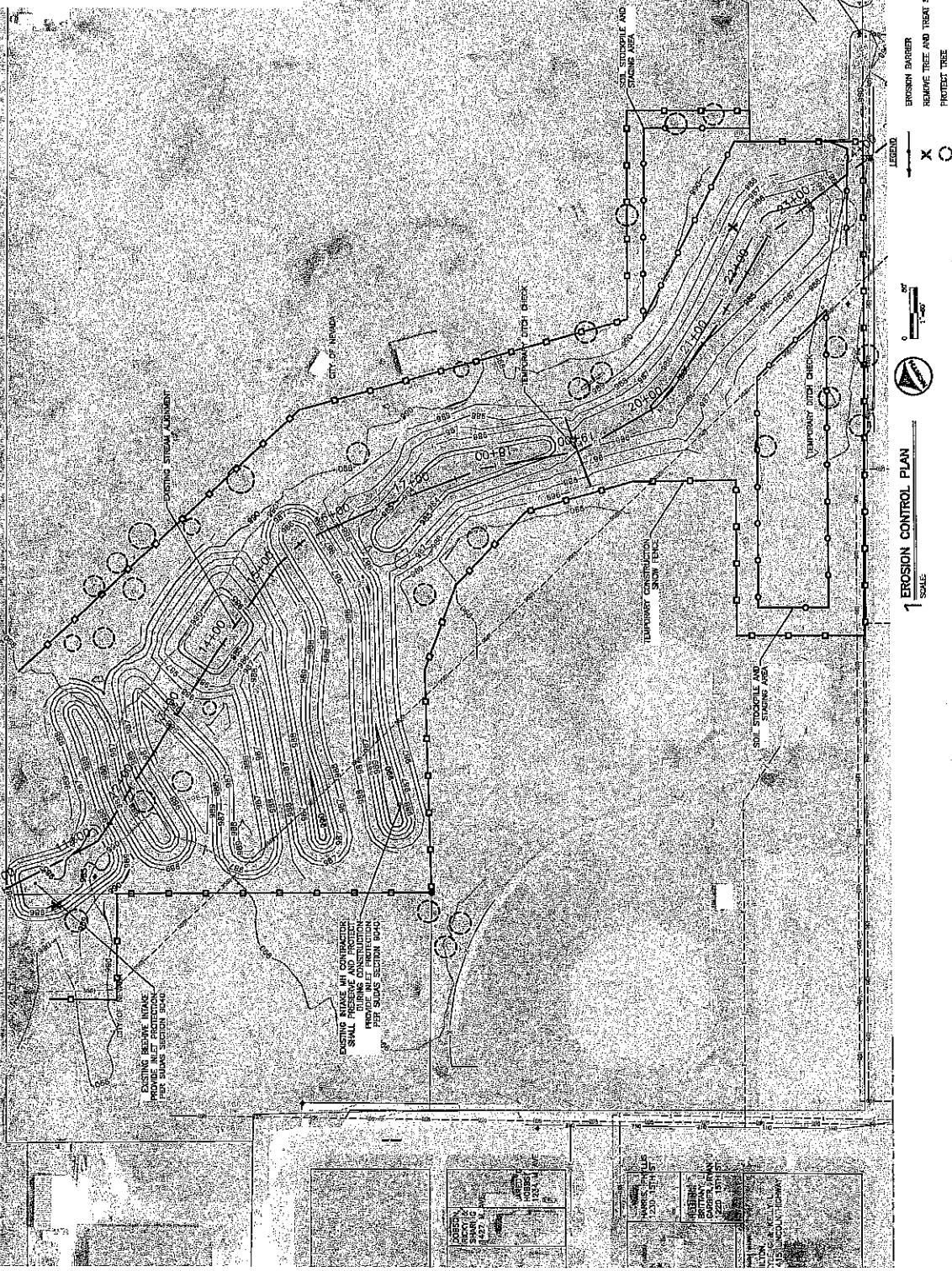
FOR BID  
 NOT FOR CONSTRUCTION

	<a href="http://HERGreen.com">HERGreen.com</a>	HARRINGTON PARK - SRF PROJECT CITY OF NEVADA IOWA NEVADA, IOWA	CIVIL <b>OVERALL SITE PLAN</b>
1 OVERALL SITE PLAN			SHEET NO. <b>C101</b>

NO.	DATE	BY	REVISION DESCRIPTION

ONE IS ONE INCH ON  
 0 FEET SCALE  
 DATE: 3/5/2024 12:26:38 PM  
 CAD FILE: J:\2019\191000\CAD - Harrington Park\Iowa\C101 OVER ALL SITE.PLT

- NOTES**
1. INSTALL TYPE 20 KEEP ON ALL DISTURBED AREAS.
  2. REFERENCE SHEET FOR MORE INFORMATION REGARDING EROSION CONTROL MEASURES.
  3. INLET PROTECTION FOR EXISTING AND PROPOSED INLET STRUCTURES TO BE INSTALLED IMMEDIATELY FOLLOWING INSTALLATION.
  4. THE DISTURBANCE OF WORK EXISTING PARALLEL ADJACENT TO EXISTING ROADWAY MUST BE SHEETED DAILY AND CLEARED OF DIRT AND OTHER DEBRIS.
- EROSION CONTROL MEASURES**
- DURING DEMOLITION AND GRADING**
1. STOCK PILES SHOULD BE SURROUNDED WITH SILT FENCE WHERE POSSIBLE. WHERE IMPASSIBLE (I.E. PAVEMENT) USE EROSION SOCK. PRECIPITATION IS LIKELY.
- DURING INSTALLATION OF SUBSTRUCTURES**
1. SILT FENCE INLET PROTECTION TO REMAIN IN PLACE UNTIL ENTIRE CONSTRUCTION IS COMPLETED.
  2. WASH TO BE PERFORMED DAILY.
- DURING STABILIZATION**
1. ALL EXISTING MATERIAL MUST BE PREVENTED FROM ENTERING EXISTING AND PROPOSED CHANNELS.
- DO NOT ALLOW ANYTHING OTHER THAN CLEAN, CLEAR WATER INTO THE EXISTING AND PROPOSED CHANNELS. ANYTHING ELSE MAY RESULT IN A LOSS OF EROSION CONTROL.**



**FOR BID**  
**NOT FOR CONSTRUCTION**

SHEET NO.  
**C102**

CIVIL  
**EROSION CONTROL PLAN**

**HARRINGTON PARK - SRF PROJECT**  
**CITY OF NEVADA, IOWA**

HEGGreen.com  
HEGGreen

NO.	DATE	BY	REVISION DESCRIPTION

DRAWN BY: JIC  
JOB DATE: 2022  
APPROVED: JIM  
JOB NUMBER: 191500103  
CNO DATE: 3/5/2024 12:26:22 PM  
CNO FILE: J:\2024\191500103 - Harrington Park\191500103 Erosion Control.dwg







**LEGEND**

SEEDING AND SOIL PREP WORK  
CONTROL BLANKET FOR THE  
SEEDING SPECIFICATIONS (7 AREAS)



CONLEY ENGINEERING FOLA  
**F O R B I D**  
**NOT FOR CONSTRUCTION**

SHEET NO.  
**C105**

CIVIL  
**SOUTH TEMPORARY SEEDING PLAN**

**HARRINGTON PARK - SRF PROJECT**  
**CITY OF NEVADA IOWA**  
NEVADA, IOWA

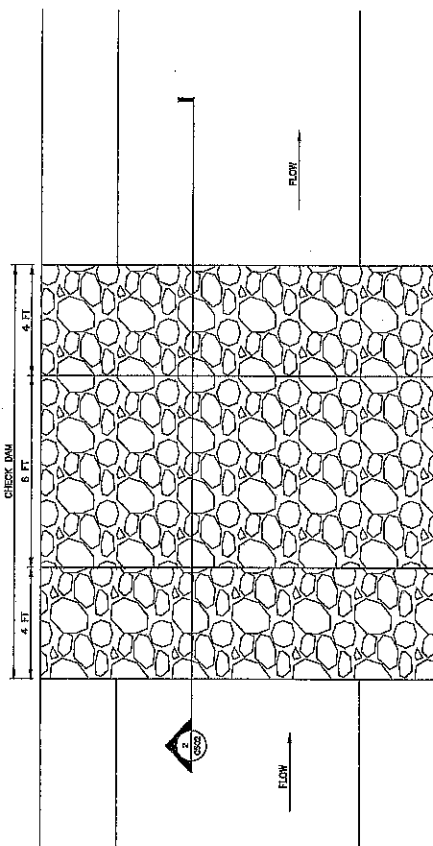


**1 OVERALL SITE PLAN**  
SCALE

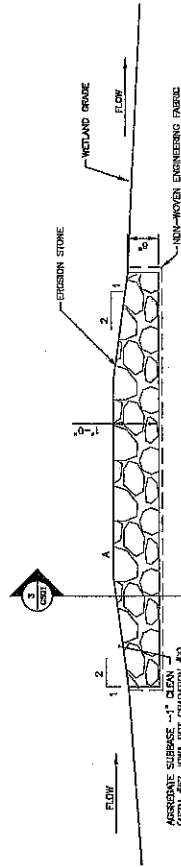


NO.	DATE	BY	REVISION DESCRIPTION

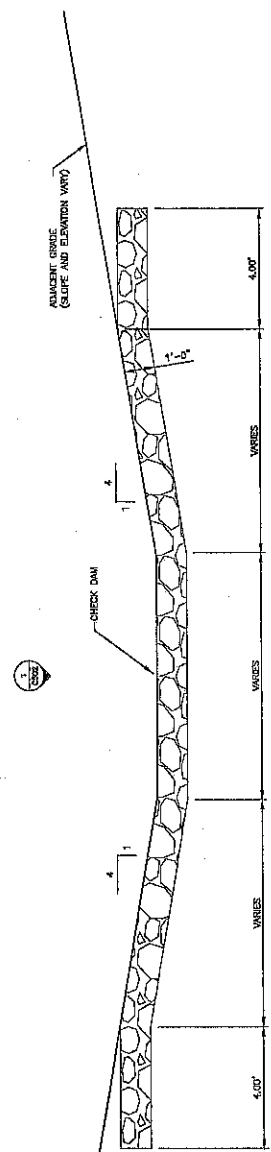
DATE OF THE SHEET: 2023  
JOB NUMBER: 131500.03  
JOB DATE: 1/4/2024 8:22:28 AM  
JOB FILE: J:\2023\131500\CAD - Harrington Park\Draws\CA\CFR LANDSCAPE PLAN.dwg  
DRAWN BY: [Redacted]  
CHECKED BY: [Redacted]  
APPROVED BY: [Redacted]  
DATE: 1/4/2024 8:22:28 AM  
JOB NUMBER: 131500.03  
JOB DATE: 1/4/2024 8:22:28 AM  
JOB FILE: J:\2023\131500\CAD - Harrington Park\Draws\CA\CFR LANDSCAPE PLAN.dwg



1 PLAN: CHECK DAM  
SCALE: NO SCALE



2 SECTION: CHECK DAM  
SCALE: NO SCALE



3 SECTION/ELEVATION: CHECK DAM  
SCALE: NO SCALE

FOR B I D  
NOT FOR CONSTRUCTION

SHEET NO.  
C501

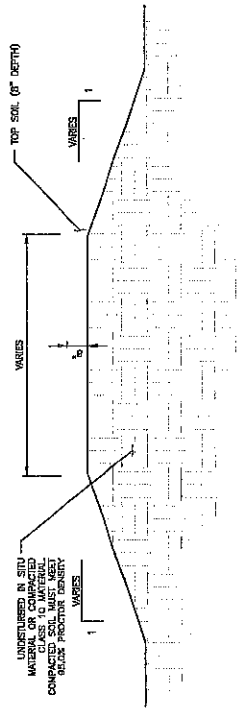
CIVIL  
DETAILS

HARRINGTON PARK - SRF PROJECT  
CITY OF NEVADA IOWA  
NEVADA, IOWA

HPGreen.com  
HPGreen

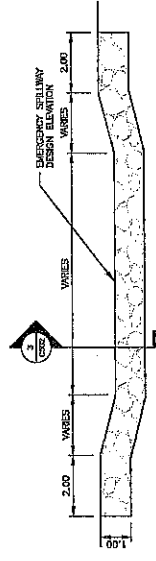
NO.	DATE	BY	REVISION DESCRIPTION

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APPROVED: JIM  
JOB NUMBER: 10190103  
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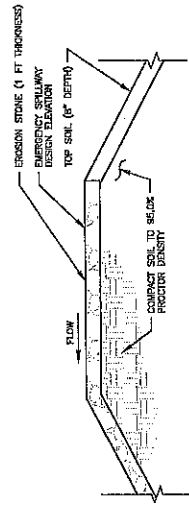


- NOTES:**
1. EMERGENCY MATERIAL SHALL CONSIST OF SANDY LEAN CLAY OR LEAN CLAY WITH A LIQUID LIMIT LESS THAN 40.
  2. PLACE EMERGENCY MATERIAL IN THIN 8 INCHES IN LOOSE THICKNESS. INCREASE THICKNESS OF THE MATERIALS MAXIMUM PROCTOR DENSITY (ASTM D698) AS PLACES OF BERM SUBSEQUENT. NO FROZEN SOILS SHALL BE USED AS FILL.

**1 BERM TYPICAL SECTION**  
SCALE



**2 EMERGENCY SPILLWAY SECTION CUT VIEW**  
SCALE



- NOTES:**
1. EMERGENCY SPILLWAYS ARE LOCATED AT THE DOWNSTREAM END OF ALL WETLANDS AND WAGDOES, AND ARE DIFFERENT FROM CHECK DAMS.

**3 EMERGENCY SPILLWAY SECTION VIEW**  
SCALE

**FOR BID  
NOT FOR CONSTRUCTION**

SHEET NO.  
**C502**

CIVIL  
DETAILS

**HARRINGTON PARK - SRF PROJECT**  
CITY OF NEVADA IOWA  
NEVADA, IOWA



NO.	DATE	BY	REVISION DESCRIPTION

DESIGNER: DTK	DATE: 2022	SCALE: AS SHOWN
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NEVADA CITY COUNCIL - MONDAY, MARCH 25, 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 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, March 25, 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: Henry Corbin, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Harold See, Joe Mousel, Ray Reynolds, Marlys Barker, Brandon Mickelson, Tim Hansen, Chris Brandes, Ryan Hutton. Also in attendance were: Brenda Dyer, Phil & Paula Page, Andy Kelly, Jane Heintz, Mike Potter, Brian Hanson

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

- A. Proposed Property Tax Levy for the FY2024/2025 Budget  
1. Public Hearing

At 6:01 p.m. Mayor Barker announced that this is the time and place set for a public hearing as advertised in the Nevada Journal on March 7, 2024. The public hearing is proposed property tax levy for FY2024/2025 Budget.

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

5. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:03 p.m. the meeting adjourned.

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

ATTEST:

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

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



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NEVADA CITY COUNCIL - MONDAY, MARCH 25, 2024 6:15 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 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:15 p.m. on Monday, March 25, 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: Henry Corbin, Dane Nealon, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Harold See, Joe Mousel, Ray Reynolds, Marlys Barker, Brandon Mickelson, Tim Hansen, Chris Brandes, Ryan Hutton.

Also in attendance were: Brenda Dryer, Phil & Paula Page, Andy Kelly, Jane Heintz, Mike Potter, Brian Hanson, Luke Spence, Melissa Muschick, Justin Muschick

3. APPROVAL OF AGENDA

Motion by Jason Sampson, seconded by Henry Corbin, to **approve the agenda**. After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Nealon, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

4. PUBLIC HEARING(S)

A. F Ave & G Ave Street Rehabilitation Project

1. Public Hearing

At 6:15 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 14, 2024**. The public hearing is **F Ave & G Ave Street Rehabilitation Project**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:15 p.m.

2. Resolution No. 061 (2023/2024): A Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the F Ave & G Ave Street Rehabilitation Project

Motion by Dane Nealon, seconded by Steve Skaggs, to **adopt Resolution No. 061 (2023/2024)**. After due consideration and discussion the roll was called. Aye: Nealon, Skaggs, Ehrig, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

3. Consideration of Bids for the F Ave & G Ave Street Rehabilitation Project

4. Resolution No. 062 (2023/2024): A Resolution awarding contract for the F Ave & G Ave Street Rehabilitation Project

Motion by Sandy Ehrig, seconded by Dane Nealson, to **adopt Resolution No. 062 (2023/2024)**. After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Corbin. Nay: None. The Mayor declared the motion carried.

- B. Academy Estates Subdivision, Disposition of Easements at Academy Estates
  1. Public Hearing

At 6:17 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 14, 2024**. The public hearing is **disposition of easements at Academy Estates**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:17 p.m.

2. Resolution No. 063 (2023/2024): A Resolution Vacating and Conveying Certain Easement Areas of Academy Estates

Motion by Jason Sampson, seconded by Steve Skaggs, to **adopt Resolution No. 063 (2023/2024)**. After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

- C. Rezoning of 2000 5<sup>th</sup> Street
  1. Public Hearing

At 6:18 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 14, 2024**. The public hearing is **rezoning of 2000 5<sup>th</sup> Street**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:18 p.m.

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

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

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

Motion by Dane Neelson, seconded by Sandy Ehrig, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on March 11, 2024
- B. Approve Payment of Cash Disbursements, including Check Numbers 83507-83586 and Electronic Numbers 1579-1587 (Inclusive) Totaling \$511,519.15 (See attached list)
- C. Approve Financial Reports for Month of February, 2024
- D. Approve Renewal of Class Retail Alcohol License Farmhouse Catering LC d/b/a/ Gatherings, 1024 6<sup>th</sup> Street, Effective April 25, 2024
- E. Approve Renewal of Class E Retail Alcohol License for Casey's Marketing Company d/b/a/ Casey's General Store #3319, 1800 South B Ave, Effective April 30, 2024
- F. Resolution No. 064 (2023/2024): A Resolution approving Amendment One to Sub-Grant Agreement Number 22-ARPDH-040, Between IEDA and City of Nevada for Downtown Housing Project for the Camelot Theater
- G. Approval of CDBG Microenterprise Grant Project Documents
- H. Schedule Public Hearing on Fiscal Year 2024/2025 Budget for April 8, 2024 at 6:00 p.m. and Authorize Publication of Notice on March 28, 2024
- I. Schedule Public Hearing on Fiscal Year 2024/2025 Capital Improvements Program for April 8, 2024 at 6:00 p.m. and Authorize Publication of Notice on March 28, 2024

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

## 6. OLD BUSINESS

- A. Resolution No. 065 (2023/2024): A Resolution to Set Date for Hearing and Letting on Proposed Plans, Specifications, Forms of Contract and estimate of cost for the Harrington Park (Project C), SRF Sponsored Project

Motion by Steve Skaggs, seconded by Sandy Ehrig, to **adopt Resolution No. 065 (2023/2024).** After due consideration and discussion the roll was called. Aye: Skaggs, Ehrig, Corbin, Neelson, Sampson. Nay: None. The Mayor declared the motion carried.

- B. Appointment of Vacancy for Council Member Ward 2

Motion by Dane Neelson, seconded by Sandy Ehrig, to **approve appointment of Melissa Muschick to fill Ward 2 Vacancy.** After due consideration and discussion the roll was called. Aye: Neelson, Ehrig, Corbin, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

## 7. NEW BUSINESS

- A. Discussion and Appropriate Follow-up Regarding 8<sup>th</sup> Street Bridge Reconstruction and accepting the Offer of City Bridge Funding – Federal FY2025

Motion by Jason Sampson, seconded by Henry Corbin, to **approve acceptance of funding for 8<sup>th</sup> Street Bridge Reconstruction.** After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Neelson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- B. Professional Service Agreement Amendment No. 2 to the SRF Sponsored Project – Final Design and CA Services Contract with HR Green, Inc.

Motion by Jason Sampson, seconded by Dane Neilson, to **approve Professional Service Agreement Amendment No. 2 to the SRF Sponsored Project – Final Design and CA Services Contract with HR Green, Inc.** After due consideration and discussion the roll was called. Aye: Sampson, Neilson, Skaggs, Ehrig, Corbin. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 066 (2023/2024): A Resolution Approving Agreement between City of Nevada and Public Professional and Maintenance Employees Local 2003 IUPAT for the Period of July 1, 2024 to June 30, 2027 and Authorizing and Directing Signing of the Same Approval of the Union Contract

Motion by Jason Sampson, seconded by Steve Skaggs, to **adopt Resolution No. 066 (2023/2024).** After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Corbin, Neilson. Nay: None. The Mayor declared the motion carried.

## 8. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Neilson, seconded by Jason Sampson, to **adjourn the meeting.** Following voice vote, the Mayor declared the motion carried at 6:41 p.m. the meeting adjourned.

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

ATTEST:

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

Published: \_\_\_\_\_

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

## PUBLIC NOTICE

The City will have an exempt session following the March 25, 2024 meeting pursuant to section 21.9 of the Iowa Code to discuss strategy in matters relating to employment conditions of employees of the governmental body who are not covered by a collective bargaining agreement under chapter 20 is exempt from this chapter. No action of the Council will occur at the session.

CITY OF NEVADA  
 CLAIMS REPORT FOR APRIL 8, 2024  
 3/26/2024 THRU 4/8/2024

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2023 PMTS	525.28	1589
EMPLOYEE BENEFIT SYST	BENEFITS PAID	881.78	1590
ALLIANT	ALL-UTILITIES	4,144.64	83587
NEVADA POSTMASTER	WTR/WT-POSTAGE	3,500.00	83588
WELLMARK	HEALTH 4/2024	32,434.70	83590
DELTA DENTAL OF IA	DENTAL 4/2024	3,430.00	83591
FIDELITY SECURITY LIFE	VISION 4/2024	911.47	83592
WAGeworks	FSA 2023 PMT	944.60	1592
TREASURER STATE OF IA	SALES TAX 3/2024	10,204.34	1597
TREASURER STATE OF IA	WET 3/2024	11,990.18	1598
EMPLOYEE BENEFIT SYST	SELF FUNDING FEES	252.00	1591
EFTPS	FED/FICA TAX	26,241.07	1593
HUTTON, RYAN	HSA	302.09	1594
SYDNES, KELLAN	HSA	50.00	1595
CORNISH, DEVIN	HSA	50.00	1596
MISSION SQUARE	DEFERRED COMP	707.50	83598
COLLECTION SVCS CENTER	CHILD SUPPORT	305.71	83599
CENTRAL IA DIST	FH-SUPPLIES	506.00	83600
ALLIANT	ALL-UTILITIES	26,053.83	83601
PRATT SANI	ALL-GARBAGE SVC	743.69	83602
FELD EQUIP	FD-BOOTS	430.00	83603
ARNOLDS	FD/EMS/STS/PD-SUPPLES	521.77	83604
IA ONE CALL	WTR/WWT-ONE CALL	72.40	83605
GRAINGER	WWT-PUMP CONTROL FUSES	66.55	83606
IA STATE READY MIX	WTR-CONCRETE	1,556.00	83607
IA ASSN MUNICIPAL UTIL	STS/WTR/WWT-24/25 DUES	1,108.00	83608
GOOD AND QUICK	PD-#91 ANTI FREEZE	79.39	83609
INTL ASSOC OF FIRE CHIEF	FD-LOCHART	122.50	83610
STOREY KENWORTHY	WTR/WWT-ENVELOPES/BILLS	3,744.29	83611
O'HALLORAN INT	STS-ES COMPL	166.92	83612
USA BLUEBOOK	WWT-BUFFER SOLUTION	79.61	83613
NEWSOME PLUMBING	PKM-BATHROOM RPR	1,184.38	83614
STAPLES	ALL-SUPPLIES	712.52	83615
WINDSTREAM	ALL-PHONES	285.18	83616
INTERSTATE ALL BATTERY	FD-#110-310 BATTERIES	73.95	83617
HR GREEN, INC	ENGINEERING	25,750.71	83618
SIRCHIE ACQUISITION	PD-SUPPLIES	151.05	83619
IACP	PD-CIZMADIA MEMB	75.00	83620
SIGLER CO	NEWSLETTER	2,602.68	83621
MISSISSIPPI LIME	WTR-QUICKLIME	9,807.85	83622
TITAN MACHINERY	PKM-VALVE	47.45	83623
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225.00	83624

MID-STATES	POOL-FILTER	1,950.00	83625
BEATY, RAY	EMS-PRITCHARD CPR	8.00	83626
KRUCK P & H CO	CH-SPRING MAINT	1,625.00	83627
D.I.A.L./ELEVATOR SAFETY BUREA	CH-ELEVATOR INSPECTION	175.00	83628
RACOM COR	STS-BATTERIES	202.50	83629
GEORGE WHITE	CEM-2015 CHEV 3500 RPR	2,049.60	83630
ELLSWORTH, BALINDA	ADM-CLOTHES REIMB	96.28	83631
BOUND TREE MEDICAL	EMS-MED SUPPLIES	714.70	83632
COLLINS MAXWELL	PKM-DOG WASTE BAGS	311.08	83633
SEYMOUR, SEAN	PD-REIMB	20.09	83634
MENARDS	FH/PKM-SUPPLIES	195.87	83635
SALTECH SYSTEMS	WEB HOSTING	59.95	83636
LOGOED APPAREL	FD-#1110 SHIRTS	164.75	83637
ASTRA SECURITY	FH-KEY FOB READER	377.00	83638
AMAZON	CH/FD/PD-SUPPLIES	3,662.79	83639
ACCESS SYSTEMS	ALL-COPIER LEASE	683.94	83640
BYTESPEED	WWTF PH2-SECURITY	854.00	83641
KODER, SKYLER	PD-REIMB	329.00	83642
CLOUDPERMIT INC	PZ-SOFTWARE	5,000.00	83643
VANDERHART, LANE	PD-REIMB	28.57	83644
NEVADA SOCCER CLUB	FH-SOCCER CLUB SPLIT	2,520.00	83645
BLUE TO GOLD LLC	PD-SYDNES TRNG	225.00	83646
	Refund Checks Total		
	Accounts Payable Total	194,295.20	
	Payroll Checks	83,829.65	
	***** REPORT TOTAL *****	<u>278,124.85</u>	
	GENERAL	105,577.87	
	ROAD USE TAX	17,493.39	
	LOCAL OPTION SALES TAX	7,224.52	
	2024 CIP STS IMPROV PROJ	10,114.79	
	TRAIL CIP RESERVE PROJTS	11,122.50	
	WATER	41,656.77	
	JORDAN WELL	823.00	
	SEWER	37,879.44	
	SEWER CAP IMP PROJECT	854.00	
	LANDFILL/GARBAGE	55.10	
	STORM WATER	75.71	
	REVOLVING FUND	10,461.40	
	FLEX BENEFIT REVOLVING	1,469.88	
	HEALTH INS, SELF FUND	33,316.48	
	TOTAL FUNDS	<u>278,124.85</u>	

Vendor # 1170

20240404

Electronic Pymt #

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 4/8/2024 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
2/28/2024	Arthritis Foundation	REC, Walk w/ Ease Program	169.73	2282024	001-442-6599
2/29/2024	ISU Extension Store	PKS, Education Materials	10.00	20240229000112	001-431-6479
3/1/2024	ISU Extension Store	PKS, Spray Cert. - Anderson	50.00	20240301000014	001-431-6479
3/1/2024	ISU Extension Store	PKS, Spray Cert. - Tillotson	50.00	20240301000012	001-431-6479
3/6/2024	DPH Regulatory Program	REC, Licensing	140.00	68486C	001-435-6474
3/14/2024	Iowaagriculture.gov	PKS, Pesticide License	25.00	1243-8419	001-431-6474
3/18/2024	Staples	REC, Supplies	89.43	36800	001-430-6506
3/20/2024	Wristband.com	REC, Supplies	148.50		
2/23/2024	IA DNR Fees	WWT, Exam Fee	32.29	5950	610-816-6479
2/27/2024	IA Dept of Agriculture	STS, Mousel Certification	15.00	IOWAGR013895134	121-350-6479
2/28/2024	Getmergistered Events	Training - Wright	259.56	Q9158138	600-814-6240
		Training - Wright	259.56		610-818-6240
3/1/2024	Go Daddy	ADM, Website/Emails	16.98	2963324010	121-613-6431
3/13/2024	Sangoma	Water Plant	26.12	717930	600-811-6373
		Wastewater Pl	26.12		610-816-6373
		Library	26.12		001-410-6373
		Fire Dept	26.12		001-150-6373
		Police Dept	26.12		001-110-6373
		ST Dept	26.12		110-210-6373
		City Hall	26.12		001-620-6373
		Cemetery	26.12		001-450-6373
		Parks Mnt	26.12		001-431-6373
3/14/2024	IMFOA Conference	WTR/WWT, Training	25.00	3142024	600-814-6240
			25.00		610-818-6240
3/14/2024	IMFOA Conference	WTR/WWT, Training	87.50		600-814-6240
			87.50		610-818-6240
3/14/2024	IMFOA Conference	ADM, IMFOA Dues	50.00	3142024	001-620-6420
3/14/2024	IMFOA Conference	ADM, IMFOA Conf. Mousel	150.00	1316-6619	001-620-6420
3/15/2024	IA DNR Fees	WWT, Exam Fee	32.29	5773	610-816-6479
3/17/2024	Twilio	ADM, Website	11.23	3162024	121-613-6431
3/18/2024	Staples	PD, Harddrive	59.99	27363	001-110-6599
		ADM-Harddrive	29.98	27363	001-620-6599
3/19/2024	Zoom	ADM, Website	70.38	INV248774423	121-613-6431
2/28/2024	Credit Voucher	CA, Conf reimbursement	-995.00		001-613-6240
2/24/2024	University Vacuum	LIB, Supplies	88.80	65305	001-410-6581
2/29/2024	Caseys Pizza	LIB, Teens	47.08	2282024	001-410-6595
3/5/2024	University Vacuum	LIB, Supplies	101.64	65968	001-410-6581
3/9/2024	Michaels	LIB, Supplies	38.12	2300110873356980	001-410-6595
3/13/2024	The UPS Store	LIB, Postage	15.34	1ZE3Y1670379266536	001-410-6508

1,425.98

POSTING & PAYMENT DATE:

April 19, 2024

City Administrator

Item # 50  
Date: 4-8-24

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 4/8/24 Council Agenda

Business Name Cubbies on Main 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.

3-27-24  
Date

TRAD  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

See Email orders  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_





# State of Iowa

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
STOHAKEK, LLC	Cubbies on Main	(712) 574-9679		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1220 6th Street		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
1981 4th Avenue Southeast	Le Mars	Iowa	51031	

### Contact Person

NAME	PHONE	EMAIL
Kris Stoeffler	(712) 574-9679	kris.stoeffler@gmail.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0049603	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 25, 2024	Apr 24, 2025	

#### SUB-PERMITS

Class C Retail Alcohol License

#### PRIVILEGES



# State of Iowa

Alcoholic Beverages Division

## Status of Business

BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Amy Stoeffler	Nevada	Iowa	50201	Member	5.00	Yes
Matthew Streeter	Nevada	Iowa	50201	Member	32.00	Yes
Anthony Hakes	Nevada	Iowa	50201	Secretary	20.00	Yes
Kristen Stoeffler	Nevada	Iowa	50201	Managing Member	38.00	Yes
Shad Stoeffler	Nevada	Iowa	50201	Member	5.00	Yes

## Insurance Company Information

INSURANCE COMPANY

North Star Mutual Insurance Company

POLICY EFFECTIVE DATE

Apr 1, 2024

POLICY EXPIRATION DATE

Apr 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE



# State of Iowa

Alcoholic Beverages Division

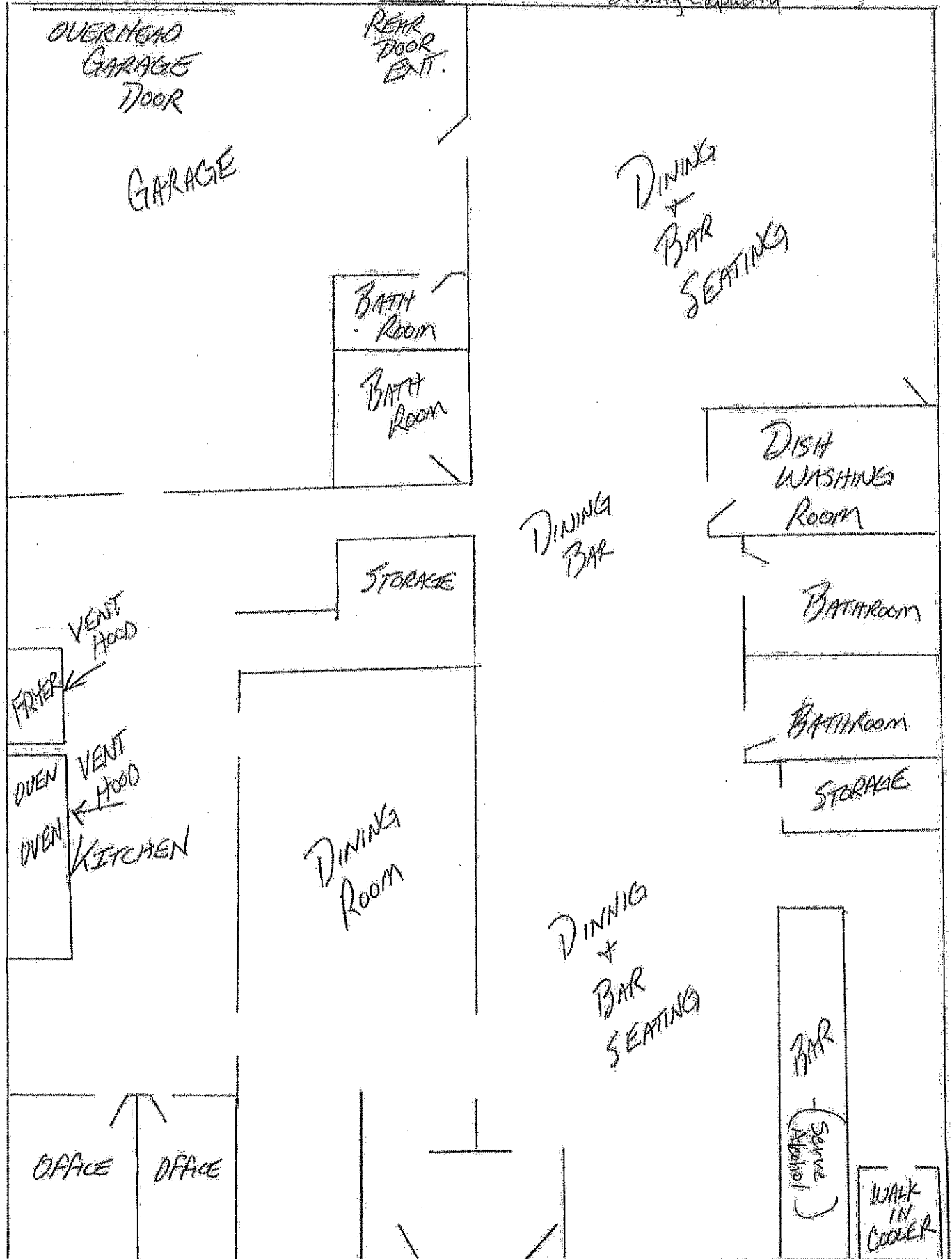
BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE

# ALLEY

Dining Capacity - 200



## Ray Reynolds

---

**From:** Ray Reynolds  
**Sent:** Wednesday, March 27, 2024 6:12 PM  
**To:** Kris Stoeffler  
**Cc:** Ray Reynolds  
**Subject:** Cubbies liquor inspection

Kris,

On 3-27-2023 I conducted a liquor inspection of Cubbies on Main. There are a couple things that need immediate attention and remedied prior to the council meeting on April 8, 2024. Those items are as follows:

- 1) The fire alarm showed a supervisory trouble indicator. A supervisory trouble indicates something is wrong with the alarm but it is not off-line. It appeared to be a sensor in the garage. Contact your alarm contractor as assure the fire alarm is in green condition. The fire alarm is required to be inspected annually. I recall a conversation we had in the fall that new items were added to the existing fire alarm. The contractor should fix deficiencies.
- 2) The fire alarm door annunciator does not appear to have power or does not appear to be working. Can you determine if the door annunciator was removed from the fire alarm or just not working? The annunciator is the first point of fire department interaction with the fire alarm.
- 3) The hood and duct system needs inspected every 6 months by a competent vendor or contactor. There was no tag on the system so I suspect it has not been inspected since it was rebuilt for the new kitchen work space.

These suppression and detection systems are integral to protecting the patrons. During the inspection a car was noted to be parked in the garage space attached to the establishment. Motor vehicle storage inside an assembly occupancy presents its own unique challenges. The fire alarm must be completely functional without errors. The hood and duct can prevent a small kitchen fire from spreading to other spaces ie: the garage or guest seating area.

Additional items to address:

- 4) There was a CO2 fire extinguisher sitting on the floor. I am not sure it is required in your establishment. ABC rated extinguishers in the public areas, BC rated and a K rated extinguisher should be in the kitchen. However, if you have it, it needs to be properly mounted to the wall.
- 5) The fire extinguisher in the back kitchen area is blocked by a black refrigerator. Move the refrigerator or the extinguisher so it is accessible.
- 6) The garage shall be separated from the public occupied areas. The door to the garage from the larger dining area did not latch shut. Fix the door latching to provide a positive latching door to the frame.
- 7) Determine the permanent wiring for the neon sign by the front door. An extension cord is currently ran over the drop ceiling to power the light. Extension cords are not permitted in place of permanent wiring.

Please send me an email as to how the deficiencies are or have been corrected at your convenience. Your renewal will be marked approved, however, it is important to address the critical issues first.

We are having issues with Marshalltown Alarm so we will look at other options

I have a call into Hoodz to have the hoods inspected.

I sent a message to the other owners about the door latch and removing the open sign to eliminate the extension cord.

The fire extinguishers have been serviced so we will make sure they are in the correct places and make sure the one is unblocked.

I will send a message to everyone that parking is not allowed in the garage. I'm assuming because of fumes that close to the food.

We will be in touch.

Thank you

Kris Stoeffler



# NEVADA PUBLIC SAFETY DEPARTMENT

1209 6<sup>th</sup> Street – P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-459

Item # SE  
Date: 4-8-24



*Chris Brandes*  
Public Safety Director  
Chief of Police

## *Nevada Public Safety Department – Fire & EMS*

TO: Nevada City Council  
FROM: Raymond Reynolds  
Director of Fire & EMS  
DATE: Wednesday, March 27, 2024  
RE: Recommendation for Probationary Fire Department Status-  
Gabe Tedrow

An application has been received from Gabe Tedrow for membership with the Nevada Fire and EMS. A background has been completed. Per department Standard Operating Guideline 13-2, *Volunteer Members*, it is the recommendation of the Director of Fire and EMS Ray Reynolds this applicant be approved as a probationary member of Nevada Fire and EMS.

Gabe has recently moved to the community and has completed his 30 day in-processing. He will appear in front of the council at the end of his probationary period when accepted into full membership.

Please contact me should you have questions regarding this memorandum.

Respectfully,

Ray Reynolds  
Director of Fire and EMS



Item # 5E  
Date: 4-8-24

## Tax Abatement List

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	<u>Address</u>
1) Geerdes	Terry	xxxxx	211 7 <sup>th</sup> Street (New roof, siding, Gutters)



## 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

January 16, 2024

RE: 2024 Reconstruction Project – 9<sup>th</sup> Street, 10<sup>th</sup> Street, I Ave, H Ave and G Ave

Dear Resident/Property Owner:

An area including 9th Street from G Avenue to I Avenue, I Avenue from 8th Street to 9th Street and H Avenue from 8th Street to 10th Street is scheduled for reconstruction during the 2024 construction season. The intersection of 10th and H Avenue will also be impacted during the project for water main work at the parking lot exit area.

The project scope includes the following work items:

- Removal and replacement of street pavement.
- Removal and replacement of sidewalk curb ramps and other sidewalk segments impacted by the project.
- Removal and replacement of driveway approaches between the sidewalk and back of curb.
- Removal and replacement of underground public utilities (storm sewer, sanitary sewer and water main).
- Replacement of sanitary and water service lines to individual residences (connections to existing service lines made near sidewalk).
- Restoration of all disturbed areas with seed.

The proposed roadway, sidewalk and utility improvements will be constructed within the existing street right-of-way (ROW) owned by the City. However, minor grading adjacent to the new sidewalk and excavation at the back of sidewalk to reconnect private sanitary and water service lines to individual residences will need to be completed on adjacent private property. As a result, a Temporary Construction Easement document, identifying the necessary easement areas of land on your property closest to the improvements, has been included for your consideration. This temporary construction easement will grant the City permission to access this portion of your property during construction, however the property owner will maintain ownership. As the name implies, this easement is not a permanent lien on the property and will cease to exist once the improvements associated with the project are accepted by the City.

**Affected property owners are asked to please review, sign in front of a Notary, and return the temporary easement document provided with this letter to the City of Nevada at your earliest convenience. This document will require the signature of all property owners and requires use of a Notary. To help you with this, we are providing the following options for you to return the document to us.**

- 1) You may use a public Notary of your choice and then return the document in person to City Hall or use the enclosed self-addressed, stamped envelope.

- 2) You may bring the document to City Hall and use one of our Notaries, free of charge, to witness your signature(s). We are open (excluding holidays) Monday-Friday, 8 a.m.-5 p.m.
- 3) You may contact Ryan Hutton to arrange a time for him to collect your signature(s) and document. Ryan is a city employee/Notary, and he can also answer any questions you may have about this project.
- 4) You may bring the easement document and return to City officials (including a Notary) at the upcoming neighborhood meeting for the project, scheduled as follows.

**Location:** Gates Memorial Hall  
825 15<sup>th</sup> St, Nevada, IA 50201  
**Date:** Thursday, February 1, 2024  
**Time:** 6:30 pm

*The meeting will also be live streamed for those who cannot attend in person. It can be viewed at [www.youtube.com/nevadacsd](http://www.youtube.com/nevadacsd)*

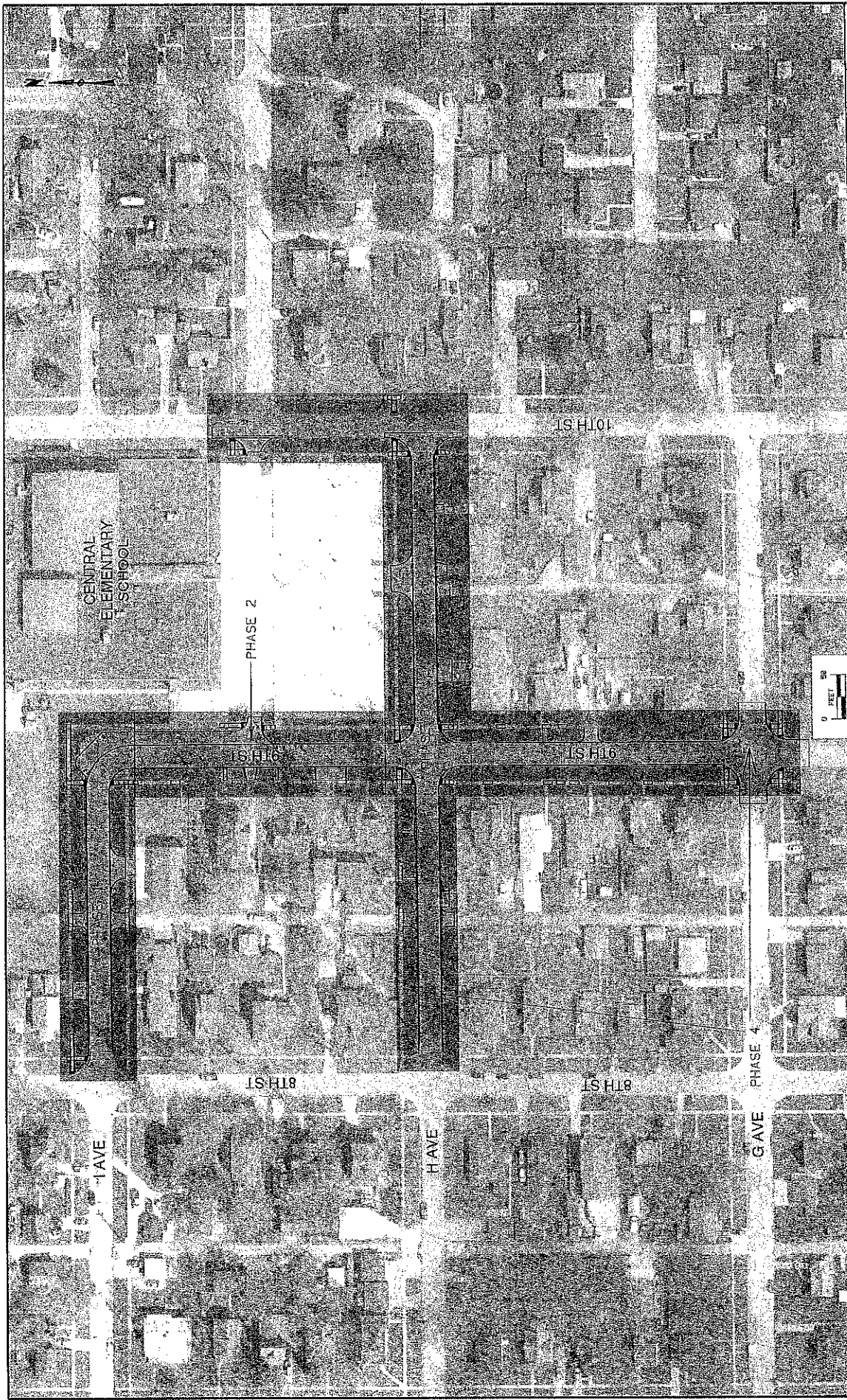
Additional project-specific information will be forthcoming in the next few months once a contract for the work has been awarded. Work on the project is expected to start this spring, as soon as weather conditions allow, and take the majority of the 2024 construction season to complete.

The City of Nevada asks for your patience in advance as we work to improve the infrastructure in your neighborhood. Please feel free to contact the City with any questions or concerns regarding the specific easement request for your property or the overall project in general. Thank you.

Sincerely,

The City of Nevada

Ryan Hutton  
Building and Zoning Official  
515-382-5466



CENTRAL  
ELEMENTARY  
SCHOOL

PHASE 2

101ST ST

101ST ST

101ST ST

81ST ST

81ST ST

H AVE

H AVE

GAVE PHASE 4



DATE: J.02

STAGING AND TRAFFIC CONTROL

2024 STREET IMPROVEMENTS  
CITY OF NEVADA, LVNA 2023

HRGreen.com



REVISIONS/REVISIONS:

NO.	DATE	BY

DESIGNED BY: JACAL CSM	DATE: 08/20/23
APPROVED BY: JACAL CSM	DATE: 08/20/23
DATE: 08/20/23	PROJECT: 2024 STREET IMPROVEMENTS
PROJECT: 2024 STREET IMPROVEMENTS	PROJECT: 2024 STREET IMPROVEMENTS

**WHEN RECORDED RETURN TO:**

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

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

**TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, **Ashton Clifford Ellis**, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Nevada, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Nevada, Iowa, a municipal corporation, in Story County, Iowa, hereinafter referred to as "Grantee", a temporary construction easement under, through, and across the following described real estate:

**See Attached Easement Plat Exhibit A**

That the above-described easement is granted unto the City of Nevada, Iowa, for the purpose of construction, installation and maintenance of road reconstruction over and across the east ten feet (E 10') of SCOTTS ADD LOTS 4 & 5 & 8 BLK I PARCEL B SLIDE 231 PG 3, an Official Plat in Nevada, Story County, Iowa.

This temporary construction easement shall terminate and be of no force and effect after the date of completion of said public improvements, but, in no event, shall said easement be in effect for a period of more than 24 months from the date of the execution of this easement.

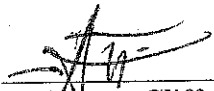
The Grantee agrees to restore the easement area to a condition after construction substantially the same as prior to entry by the grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the easement area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or

claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

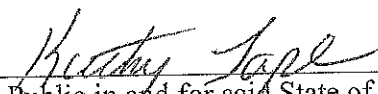
The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 15<sup>th</sup> day of February, 2024.

By:   
Name: **Ashton Clifford Ellis**

STATE OF IOWA, COUNTY OF Story, ss:

On this 15 day of February, 2024 before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Ashton Clifford Ellis**, to me personally known, who being by me duly sworn, and acknowledged the execution of said instrument to be the voluntary act and deed.

  
Notary Public in and for said State of Iowa







## Proclamation

### “NATIONAL LIBRARY WEEK”

**WHEREAS**, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life’s journey;

**WHEREAS**, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

**WHEREAS**, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve;

**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

**WHEREAS**, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth;

**WHEREAS**, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow;

**WHEREAS**, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations;

**WHEREAS**, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all;

**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE**, be it resolved that I, Mayor Brett Barker, proclaim National Library Week, April 7-13, 2024. During this week, I encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

Signed this 8<sup>th</sup> day of April, 2024.



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Brett Barker, Mayor

Item # 7A  
Date: 4-8-24

**ORDINANCE NO. 1053 (2023/2024)**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NEVADA, IOWA, BY REZONING THE PROPERTY AT 2000 5<sup>th</sup> 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 25<sup>th</sup> day of March, 2024, through the first reading.

PASSED AND APPROVED this 8<sup>th</sup> day of April, 2024, through the second reading

PASSED AND APPROVED this 22<sup>nd</sup> day of April, 2024, through the third and final reading. Enacted upon publication.

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

ATTEST:

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





▶ 5525 Merle Hay Road | Suite 200  
Johnston, IA 50131  
Main 515.278.2913 + Fax 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

April 3, 2024

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

Re: Nevada WWTF Improvements – Phase 2: Recommendation on Contractor's Application for Payment No. 34

Dear Jordan:

Attached is an electronic copy of Payment Application No. 34 from Williams Brothers Construction Inc. (WBCI) for the Nevada WWTF Improvements – Phase 2 project. Items included in this application are summarized as follows:

- **General Requirements:** Concrete Sidewalk, Demobilization.
- **Site Work:** Electrical, Steel Edging;
- **120-Administration Maintenance Building:** Lockers, Metal Building, Insulation, Electrical;
- **210-Headworks:** Electrical;
- **320-Oxidation Ditches:** No work completed this period.
- **320-Oxidation Ditches Flow Splitter:** No work completed this period.
- **350-Secondary Treatment Building:** Chemical piping; electrical;
- **360-Secondary Treatment Chemical Storage Building:** Metal Building, electrical, chemical feed equipment;
- **380-Secondary Clarifiers:** Electrical;
- **390-Return Pump Station:** Electrical;
- **420-UV Disinfection Building:** No work completed this period;
- **520-Aerobic Digesters:** painting;
- **550-Solids Processing Building:** Electrical;
- **570-Biosolids Pumping Building:** Electrical;
- **580-Biosolids Storage Tanks:** painting, Jet Mixing Equipment

The total for Pay Application No. 34 is \$206,414.74.

As of this Pay Application, WBCI has been paid approximately 93% of the current contract price (not including retainage withheld). As of this Pay Application, approximately all of the time has been used. WBCI appears to be behind schedule based on work completed and time remaining; however, delays with Phase 3 will impact the ability to complete the Work.

We have reviewed Payment Application No. 34. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming. There have been no issues with certified payroll compliance to date.

Therefore, we recommend full payment of Payment Application No. 34 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.



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

Sincerely,

**HR GREEN, INC.**

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

**Michael Roth, P.E.**  
Senior Project Manager

Enclosure

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

# APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

Application No. 34  
 Period To: March 31, 2024  
 PROJECT NOS.:  
 Distribution to:  
 OWNER  
 ENGINEER

FROM CONTRACTOR:

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

Phone: 515-278-2913  
 Contract date:  
 Substantial completion date:  
 Invoice 3 24 542 34

March 31, 2024  
 CONTRACTOR

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

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM ..... 35,850,000.00

2. Net Change by Change Orders..... 98,887.27

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

4. TOTAL COMPLETED AND STORED TO DATE..... 35,243,039.53

(Column G on G702)

### 5. RETAINAGE:

a. 5 % of 100% of Contract..... (1,712,592.01)

(Columns D + E on G703)

b. 5 % of Stored Material..... (49,559.97)

(Columns F on G703)

Total Retainage (Line 5a + 5b or 0.00

Total in Column I of G703) ..... (1,762,151.98)

6. TOTAL EARNED LESS RETAINAGE ..... 33,480,887.55

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... (35,274,472.81)

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... 206,414.74

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... 2,467,999.72

(Line 3 less Line 6)

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

Date: March 31, 2024

By: *Jacob Lee*  
 Jacob Lee, Accountant  
 State of Illinois  
 County of: Peoria  
 Subscribed and sworn to before me this day of March 31, 2024

Notary Public: *Jacqueline M. Smith*

My Commission expires: *March 31, 2024*  
 ENGINEERS CERTIFICATE FOR PAYMENT  
 In accordance with the Contract Documents, based on the information submitted in this application, the Engineer certifies to the 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 ..... 206,414.74

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

Engineer: HR Green

By: *Michael Potts* Date: 4/3/24

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 or Contractor under this contract.

CONTINUATION SHEET		Application No. 34	PER. TO: March 31, 2024	ENGINEERS PROJECT NO:	0.00																																																				
1	2	3	4	5	6	7	8	9	10	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
Site No.	Draw #	General Requirements	Quantity	Unit	Material	Contractor	Schedule	Prev. P. Ord.	Materials Stored	Total Contract	Contract	Balance	Retainage																																												
7	01	General Requirements	65,000.00	Unit	Williams Brothers Construction	Williams Brothers Construction	65,000.00	65,000.00	65,000.00	62,318.00	2,682.00	5,115.90																																													
8	01	Demolition Sidewalk Unit Price	75,000.00	Unit	Williams Brothers Construction	Williams Brothers Construction	75,000.00	75,000.00	75,000.00	67,500.00	7,500.00	5,375.00																																													
9	01	Demolition	18,000.00	Unit	Williams Brothers Construction	Williams Brothers Construction	18,000.00	18,000.00	18,000.00	18,000.00	0.00	900.00																																													
10	01	Submittal Exchange	1,437,000.00	Unit	J & K Contracting	J & K Contracting	1,437,000.00	1,437,000.00	1,437,000.00	1,434,000.00	3,000.00	74,000.00																																													
11	01	Mobilization	155,925.00	Unit	Tobin Brothers	Tobin Brothers	155,925.00	155,925.00	155,925.00	155,925.00	0.00	7,796.25																																													
12	01	Mobilization	30,000.00	Unit	Williams Brothers Construction	Williams Brothers Construction	30,000.00	30,000.00	30,000.00	30,000.00	0.00	1,500.00																																													
13	01	Bond Insurance	1,672,139.72	Unit	M/L Alpha Landscapes	M/L Alpha Landscapes	1,672,139.72	1,672,139.72	1,672,139.72	1,547,484.00	124,655.72	83,505.99																																													
14	01	Silt Fence/Ditch Check Installation	3,300.00	Unit	Con-Struct, Inc.	Con-Struct, Inc.	3,300.00	3,300.00	3,300.00	3,300.00	0.00	0.00																																													
15	01	Silt Fence/Ditch Check Removal	100,000.00	Unit	CEC Electric	CEC Electric	100,000.00	100,000.00	100,000.00	100,000.00	0.00	3,000.00																																													
16	01	General Conditions and Mobilization	9,530.00	Unit	CEC Electric	CEC Electric	9,530.00	9,530.00	9,530.00	9,530.00	0.00	477.50																																													
17	0000	Engineering Study	75,000.00	Unit	CEC Electric	CEC Electric	75,000.00	75,000.00	75,000.00	75,000.00	0.00	3,750.00																																													
18	26	Equipment	14,200.00	Unit	CEC Electric	CEC Electric	14,200.00	14,200.00	14,200.00	14,200.00	0.00	737.50																																													
19	26	Freight	44,250.00	Unit	CEC Electric	CEC Electric	44,250.00	44,250.00	44,250.00	44,250.00	0.00	2,212.50																																													
20	26	Mobilization & Trailer	44,250.00	Unit	CEC Electric	CEC Electric	44,250.00	44,250.00	44,250.00	44,250.00	0.00	2,212.50																																													
21	26	Vehicle and General Expenses	44,250.00	Unit	CEC Electric	CEC Electric	44,250.00	44,250.00	44,250.00	44,250.00	0.00	2,212.50																																													
22	26	Rebar	1,500.00	Unit	M/L Ambussider Steel Fabrications	M/L Ambussider Steel Fabrications	1,500.00	1,500.00	1,500.00	1,500.00	0.00	75.00																																													
23	03	Concrete	1,584.88	Unit	Central Loyal Ready Mix	Central Loyal Ready Mix	1,584.88	1,584.88	1,584.88	1,584.88	0.00	68.63																																													
24	03	Retaining Wall	11,435.50	Unit	Williams Brothers Construction	Williams Brothers Construction	11,435.50	11,435.50	11,435.50	11,435.50	0.00	571.78																																													
25	03	Entrance Sign	3,857.00	Unit	Williams Brothers Construction	Williams Brothers Construction	3,857.00	3,857.00	3,857.00	3,857.00	0.00	192.85																																													
26	03	Construction Entrance and Check Dams	6,000.00	Unit	Con-Struct, Inc.	Con-Struct, Inc.	6,000.00	6,000.00	6,000.00	6,000.00	0.00	300.00																																													
27	03	Construction Entrance and Check Dams	6,000.00	Unit	Con-Struct, Inc.	Con-Struct, Inc.	6,000.00	6,000.00	6,000.00	6,000.00	0.00	300.00																																													
28	0000	7" Concrete Pavement	370,000.00	Unit	Con-Struct, Inc.	Con-Struct, Inc.	370,000.00	370,000.00	370,000.00	370,000.00	0.00	18,500.00																																													
29	0000	7" Concrete Pavement	360,000.00	Unit	Con-Struct, Inc.	Con-Struct, Inc.	360,000.00	360,000.00	360,000.00	360,000.00	0.00	18,000.00																																													
30	0000	Roadway Subbase	88,000.00	Unit	Con-Struct, Inc.	Con-Struct, Inc.	88,000.00	88,000.00	88,000.00	88,000.00	0.00	4,400.00																																													
31	0000	Roadway Subbase	78,000.00	Unit	Con-Struct, Inc.	Con-Struct, Inc.	78,000.00	78,000.00	78,000.00	78,000.00	0.00	3,900.00																																													
32	0000	Roadway Subdrain	27,000.00	Unit	Con-Struct, Inc.	Con-Struct, Inc.	27,000.00	27,000.00	27,000.00	27,000.00	0.00	1,350.00																																													
33	0000	Roadway Subdrain	30,000.00	Unit	Con-Struct, Inc.	Con-Struct, Inc.	30,000.00	30,000.00	30,000.00	30,000.00	0.00	1,500.00																																													
34	0000	Topsoil/Reseal	117,000.00	Unit	Con-Struct, Inc.	Con-Struct, Inc.	117,000.00	117,000.00	117,000.00	117,000.00	0.00	5,850.00																																													
35	0000	Mass Excavation	340,000.00	Unit	M/S/States Concrete Industries	M/S/States Concrete Industries	340,000.00	340,000.00	340,000.00	340,000.00	0.00	17,000.00																																													
36	0000	Structural Precast Concrete	8,194.00	Unit	Williams Brothers Construction	Williams Brothers Construction	8,194.00	8,194.00	8,194.00	8,194.00	0.00	409.70																																													
37	0000	Structural Precast Concrete	48,873.26	Unit	Bauer Metal Craftsmen, Inc	Bauer Metal Craftsmen, Inc	48,873.26	48,873.26	48,873.26	48,873.26	0.00	2,443.66																																													
38	03	Metal Fabrications	28,083.00	Unit	Williams Brothers Construction	Williams Brothers Construction	28,083.00	28,083.00	28,083.00	28,083.00	0.00	1,404.15																																													
39	03	Metal Fabrications	117,800.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	117,800.00	117,800.00	117,800.00	117,800.00	0.00	5,890.00																																													
40	03	FIRE HYDRANT ASSEMBLY	17,035.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	17,035.00	17,035.00	17,035.00	17,035.00	0.00	851.75																																													
41	03	FIRE HYDRANT ASSEMBLY	24,015.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	24,015.00	24,015.00	24,015.00	24,015.00	0.00	1,200.75																																													
42	03	FIRE HYDRANT ASSEMBLY	7,000.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	7,000.00	7,000.00	7,000.00	7,000.00	0.00	350.00																																													
43	03	GATE VALVE, 6 IN	94,500.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	94,500.00	94,500.00	94,500.00	94,500.00	0.00	4,725.00																																													
44	03	GATE VALVE, 6 IN	3,750.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	3,750.00	3,750.00	3,750.00	3,750.00	0.00	187.50																																													
45	03	POTABLE WATER, 2 IN	98,700.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	98,700.00	98,700.00	98,700.00	98,700.00	0.00	4,935.00																																													
46	03	POTABLE WATER, 2 IN	90,000.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	90,000.00	90,000.00	90,000.00	90,000.00	0.00	4,500.00																																													
47	03	SITE INT. DRAIN SD	6,000.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	6,000.00	6,000.00	6,000.00	6,000.00	0.00	300.00																																													
48	03	1" FERRIC FEED/SANITIZER	7,840.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	7,840.00	7,840.00	7,840.00	7,840.00	0.00	392.00																																													
49	03	1" FERRIC FEED/SANITIZER	17,500.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	17,500.00	17,500.00	17,500.00	17,500.00	0.00	880.00																																													
50	03	1" MICRORG FEED 350-360	10,540.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	10,540.00	10,540.00	10,540.00	10,540.00	0.00	532.00																																													
51	03	3" PERM. 520-550 X2	31,500.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	31,500.00	31,500.00	31,500.00	31,500.00	0.00	1,575.00																																													
52	03	4" WAS	31,500.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	31,500.00	31,500.00	31,500.00	31,500.00	0.00	1,575.00																																													
53	03	4" SCUM 550-550	12,500.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	12,500.00	12,500.00	12,500.00	12,500.00	0.00	630.00																																													
54	03	4" SAN 120-SAN04 X2	3,720.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	3,720.00	3,720.00	3,720.00	3,720.00	0.00	186.00																																													
55	03	4" DSL 378-5" DRAIN	561.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	561.00	561.00	561.00	561.00	0.00	28.05																																													
56	03	PLUG VALVE, 4 IN	561.00	Unit	J & K Contracting, LLC	J & K Contracting, LLC	561.00	561.00	561.00	561.00	0.00	28.05																																													





CONTINUATION SHEET										Application No. 34	PER TO: March 31, 2024	ENGINEERS PROJECT NO.:	March 31, 2024	0.00	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spec	Item	Quantity	Unit	Description	Supplier	Scheduled	Work Comp. Est.	Materials Stocked	Total Comp. & Stocked	% Comp.	Balance to Finish	Reinforce			
Sec.	No.				Contractor	Period	Prev. Rpt.			Comm.					
111	22	0500		STORM INTAKE, SW-502, 60 IN	L&M J & K Contracting, LLC	6,600.00	6,600.00		6,600.00	100%	0.00	330.00			
112	22	0500		STORM INTAKE, SW-508	L&M J & K Contracting, LLC	7,400.00	7,400.00		7,400.00	100%	0.00	370.00			
113	22	0500		STORM INTAKE, SW-510	L&M J & K Contracting, LLC	10,100.00	10,100.00		10,100.00	100%	0.00	505.00			
114	22	0500		STORM INTAKE, SW-512, 24 IN	L&M J & K Contracting, LLC	2,625.00	2,625.00		2,625.00	100%	0.00	131.25			
115	22	0500		STORM INTAKE, SW-513	L&M J & K Contracting, LLC	20,750.00	20,750.00		20,750.00	100%	0.00	1,037.50			
116	22	0500		UV DRAIN MANHOLE, 48 IN	L&M J & K Contracting, LLC	5,510.00	5,510.00		5,510.00	99%	290.00	275.50			
117	22	0500		CHEMICAL FEED VAULT, 6' X 7'	L&M J & K Contracting, LLC	22,750.00	22,750.00		22,750.00	100%	0.00	1,137.50			
118	22	0500		RIP RAP, CLASS E	L&M J & K Contracting, LLC	8,747.20	8,747.20		8,747.20	71%	3,572.80	437.36			
119	22	0523		Process Valves	Mellen & Associates	1,011.11	1,011.11		1,011.11	100%	0.00	50.56			
120	25	1300		Approved Design/Submittals	Jetco Inc.	24,000.00	24,000.00		24,000.00	100%	0.00	1,200.00			
121	25	1316		Control Panels & Miscellaneous	Jetco Inc.	316,480.00	316,480.00		316,480.00	100%	0.00	15,824.00			
122	25	3100		Remote Instruments	Jetco Inc.	71,000.00	71,000.00		71,000.00	88%	8,250.00	3,137.50			
123	25	9100		SCADA Hardware and Software Allowance	Jetco Inc.	100,000.00	100,000.00		100,000.00	0%	100,000.00	0.00			
124	27	1116		Network Equipment/Rack	Jetco Inc.	24,950.00	24,950.00		24,950.00	100%	0.00	1,247.50			
125	26	2419		Motor Control Centers & Variable Frequency Drives	Jetco Inc.	357,500.00	357,500.00		357,500.00	94%	22,149.20	16,787.54			
126	25	9120		On-Site Start-up/Training	Jetco Inc.	19,200.00	2,500.00		2,500.00	13%	16,700.00	125.00			
127	26	0900		Site Underground	M CEC Electric	968,875.00	958,620.47	10,254.53	968,875.00	100%	0.00	48,443.75			
128	26	0900		Site Underground	M CEC Electric	503,750.00	495,530.00		495,530.00	98%	8,200.00	24,771.50			
129	26	0900		Site Lighting	M CEC Electric	3,000.00	1,600.00	1,071.63	2,671.63	89%	328.37	133.58			
130	26	0900		Site Lighting	M CEC Electric	8,550.00	6,830.00		6,830.00	80%	1,700.00	342.50			
131	26	0900		Temp Power	M CEC Electric	10,925.00	11,970.00		11,970.00	100%	0.00	5,897.50			
132	26	0900		Manholes and Vaults	M CEC Electric	117,950.00	117,950.00		117,950.00	100%	0.00	440.00			
133	26	0900		Manholes and Vaults	M CEC Electric	8,800.00	8,800.00		8,800.00	100%	0.00	780.00			
134	32	1313		Parking lot Striping	M/L Parking Log Specialties, LLC	780.00	780.00		780.00	0%	780.00	0.00			
135	32	3113		47" Field Fence with Double Swing Gate	M/L Des Moines Steel Fence Co, Inc	50,904.00	50,904.00		50,904.00	100%	0.00	2,545.20			
136	32	3113		7' Tall Commercial Grade Chain Link Fence	M/L Des Moines Steel Fence Co, Inc	127,700.00	127,700.00		127,700.00	100%	0.00	6,385.00			
137	32	3114		Gate Motor and Safety Controls	M/L Des Moines Steel Fence Co, Inc	13,200.00	12,450.00		12,450.00	94%	750.00	622.50			
138	32	4100		Bollard Covers	M Williams Brothers Construction	1,760.00	1,760.00		1,760.00	100%	0.00	88.00			
139	32	4100		Bollard Covers	M Williams Brothers Construction	1,540.00	1,540.00		1,540.00	100%	0.00	77.00			
140	32	9219		Misc Deadstock Tree	M Alpha Landscapes	1,350.00	0.00		0.00	0%	1,350.00	0.00			
141	32	9219		Steel Edging	M/L Alpha Landscapes	18,000.00	11,100.00	6,000.00	17,100.00	95%	855.00	855.00			
142	32	9219		Weed Barrier Fabric	M/L Alpha Landscapes	8,800.00	1,860.00	5,720.00	7,580.00	86%	1,220.00	579.00			
143	32	9219		River Rock	M/L Alpha Landscapes	23,375.00	5,700.00	16,362.50	19,932.50	85%	3,442.50	996.63			
144	32	9219		Urban Steel Prep, Seeding and Fertilizing	M/L Alpha Landscapes	17,875.00	17,875.00		17,875.00	96%	687.50	839.38			
145	32	9219		Type 5 Prep, Seeding and Fertilizing	M/L Alpha Landscapes	9,600.00	7,455.00		7,455.00	78%	2,145.00	372.75			
146	32	9219		Straw Mulch	M/L Alpha Landscapes	32,470.00	20,800.00		20,800.00	64%	11,670.00	1,040.00			
147	120	Administration/Maintenance Building			M/L Ambassador Steel Fabrications	39,730.00	39,730.00		39,730.00	100%	0.00	1,986.50			
148	03	0000	120	Rebar	M Central Iowa Ready Mix	45,027.88	45,027.88		45,027.88	100%	0.00	2,251.39			
149	03	0000	120	Concrete	L Williams Brothers Construction	1,523.00	1,523.00		1,523.00	100%	0.00	76.15			
150	03	0000	120	Footings	L Williams Brothers Construction	44,248.50	44,248.50		44,248.50	100%	0.00	2,212.42			
151	03	0000	120	Walls	L Williams Brothers Construction	54,025.50	54,025.50		54,025.50	100%	0.00	2,701.27			
152	03	0000	120	Grade Beams	L Williams Brothers Construction	90,625.50	90,625.50		90,625.50	100%	0.00	4,531.28			
153	03	0000	120	SOG	L Williams Brothers Construction	7,426.50	7,426.50		7,426.50	100%	0.00	371.33			
154	03	0000	120	Precast Concrete Tees	M Mid-States Concrete Industries	23,133.00	23,133.00		23,133.00	100%	0.00	1,156.65			
155	03	4100	120	Structural Precast Concrete	L Williams Brothers Construction	8,000.00	8,000.00		8,000.00	100%	0.00	400.00			
156	03	4100	120	Structural Precast Concrete	M Signature Masonry of Des Moines	60,000.00	60,000.00		60,000.00	100%	0.00	3,000.00			
157	04	2000	120	Masonry	L Signature Masonry of Des Moines	117,000.00	117,000.00		117,000.00	100%	0.00	5,850.00			
158	04	2000	120	Masonry	M Breuer Metal Craftsmen, Inc	51,138.85	51,138.85		51,138.85	100%	0.00	2,556.94			
159	05	1200	120	Structural Steel Framing/Misc Metals	L Williams Brothers Construction	24,752.00	24,752.00		24,752.00	100%	0.00	1,236.60			
160	05	1200	120	Structural Steel Framing/Misc Metals	M/L Williams Brothers Construction	15,875.00	15,875.00		15,875.00	100%	0.00	793.75			
161	06	1000	120	Rough Carpentry	M/L Williams Brothers Construction	13,875.00	13,875.00		13,875.00	100%	0.00	693.75			
162			120	Plywood	M/L Williams Brothers Construction	13,875.00	13,875.00		13,875.00	100%	0.00	693.75			



1		CONTINUATION SHEET		Application No. 34	PER TO: March 31, 2024	ENGINEER'S PROJECT NO.:	0.00	BALANCE	RETAINAGE		
2		Sched No. Nevada WWTF		APPL DATE: March 31, 2024	WORK COMPLETED THIS PERIOD	MATERIALS STORED	OVERSIGHT & STOCKER	TO FINISH			
3	Spec	4	Sec.	SCHED NO.	SUPPLIER	QTY	UNIT	AMOUNT	PERCENT	AMOUNT	PERCENT
215	22	1006	120	13,680.00	MJ O'Connor Mechanical	13,680.00		13,680.00	100%	0.00	0.00
216	22	1006	120	6,125.00	MJ O'Connor Mechanical	6,125.00		6,125.00	100%	0.00	0.00
217	22	3000	120	19,000.00	MJ O'Connor Mechanical	18,601.14		18,601.14	98%	398.86	930.06
218	22	3000	120	3,780.00	MJ O'Connor Mechanical	3,780.00		3,780.00	100%	0.00	189.00
219	22	3000	120	7,865.00	MJ O'Connor Mechanical	7,865.00		7,865.00	99%	100.00	395.25
220	22	5000	120	3,000.00	MJ O'Connor Mechanical	3,000.00		3,000.00	100%	0.00	150.00
221	23	0593	120	5,245.00	MJ O'Connor Mechanical	5,245.00		5,245.00	100%	0.00	0.00
222	23	0713	120	470.00	MJ O'Connor Mechanical	470.00		470.00	100%	0.00	23.50
223	23	0713	120	1,050.00	MJ O'Connor Mechanical	1,050.00		1,050.00	100%	0.00	52.50
224	23	0993	120	1,670.00	MJ O'Connor Mechanical	1,670.00		1,670.00	100%	0.00	83.50
225	23	0993	120	1,500.00	MJ O'Connor Mechanical	1,500.00		1,500.00	89%	180.00	75.00
226	23	1223	120	5,575.00	MJ O'Connor Mechanical	5,575.00		5,575.00	100%	0.00	278.75
227	23	1223	120	11,560.00	MJ O'Connor Mechanical	11,560.00		11,560.00	100%	0.00	578.00
228	23	1230	120	5,360.00	MJ O'Connor Mechanical	5,360.00		5,360.00	100%	0.00	268.00
229	23	2300	120	4,930.00	MJ O'Connor Mechanical	4,930.00		4,930.00	95%	205.00	191.25
230	23	3100	120	14,665.00	MJ O'Connor Mechanical	14,665.00		14,665.00	100%	0.00	733.25
231	23	3100	120	15,900.00	MJ O'Connor Mechanical	15,900.00		15,900.00	100%	0.00	795.00
232	23	3300	120	1,975.00	MJ O'Connor Mechanical	1,975.00		1,975.00	100%	0.00	98.75
233	23	3300	120	1,840.00	MJ O'Connor Mechanical	1,840.00		1,840.00	100%	0.00	92.00
234	23	3423	120	16,380.00	MJ O'Connor Mechanical	16,380.00		16,380.00	100%	0.00	819.00
235	23	3423	120	2,745.00	MJ O'Connor Mechanical	2,745.00		2,745.00	100%	0.00	137.25
236	23	3459	120	16,800.00	MJ O'Connor Mechanical	16,800.00		15,960.00	95%	840.00	798.00
237	23	3459	120	5,040.00	MJ O'Connor Mechanical	5,040.00		5,040.00	100%	0.00	252.00
238	23	3700	120	5,850.00	MJ O'Connor Mechanical	5,850.00		5,850.00	100%	0.00	292.50
239	23	3700	120	2,095.00	MJ O'Connor Mechanical	2,095.00		2,095.00	100%	0.00	104.75
240	23	5400	120	10,725.00	MJ O'Connor Mechanical	10,725.00		10,725.00	100%	0.00	536.25
241	23	5400	120	12,600.00	MJ O'Connor Mechanical	12,600.00		12,600.00	100%	0.00	630.00
242	23	5533	120	23,400.00	MJ O'Connor Mechanical	23,400.00		22,230.00	95%	1,170.00	1,111.50
243	23	5533	120	6,975.00	MJ O'Connor Mechanical	6,975.00		6,975.00	98%	165.00	348.75
244	23	6213	120	34,515.00	MJ O'Connor Mechanical	34,515.00		34,515.00	100%	0.00	1,725.75
245	23	6213	120	945.00	MJ O'Connor Mechanical	945.00		845.00	89%	100.00	42.25
246	23	8101	120	5,680.00	MJ O'Connor Mechanical	5,680.00		5,680.00	100%	0.00	284.00
247	23	8101	120	250.00	MJ O'Connor Mechanical	250.00		250.00	100%	0.00	12.50
248	23	8127	120	34,289.25	MJ O'Connor Mechanical	34,289.25		34,289.25	99%	225.75	1,714.46
249	23	8127	120	945.00	MJ O'Connor Mechanical	945.00		945.00	100%	0.00	47.25
250	26	0000	120	189,250.00	CEC Electric	189,250.00		189,250.00	100%	0.00	9,462.50
251	26	0000	120	24,575.00	CEC Electric	24,575.00		24,575.00	100%	0.00	1,216.25
252	26	0000	120	29,200.00	CEC Electric	29,110.00	90.00	29,110.00	100%	0.00	1,460.00
253	26	0000	120	9,760.00	CEC Electric	9,260.00		9,260.00	95%	500.00	460.00
254	26	0000	120	9,000.00	CEC Electric	9,000.00		9,000.00	100%	0.00	450.00
255	26	0000	120	538,850.00	CEC Electric	538,850.00		511,907.50	95%	26,942.50	25,595.38
256	26	0000	120	3,300.00	CEC Electric	2,970.00		2,970.00	100%	0.00	165.00
257	26	0000	120	11,900.00	CEC Electric	5,900.00		5,900.00	100%	0.00	595.00
258	26	0000	120	1,100.00	CEC Electric	1,100.00		1,100.00	100%	0.00	55.00
259	26	0000	120	3,150.00	CEC Electric	3,150.00		3,150.00	100%	0.00	157.50
260	26	0000	120	210,600.00	CEC Electric	146,850.00		146,850.00	100%	0.00	10,530.00
261	26	0000	120	3,500.00	CEC Electric	3,500.00		3,500.00	100%	0.00	55.00
262	26	0000	120	33,700.00	CEC Electric	30,800.00	7,122.34	30,800.00	91%	2,900.00	1,540.00
263	26	0000	120	10,250.00	CEC Electric	2,500.00		2,500.00	94%	627.66	431.12
264	26	0000	120	8,400.00	CEC Electric	8,400.00		8,400.00	99%	465.00	420.00
265	26	0000	120	8,565.00	CEC Electric	8,565.00		8,565.00	97%	2,075.00	3,902.50
266	26	0000	120	84,275.00	CEC Electric	81,875.00		81,875.00	99%	1,000.00	4,163.75
268	26	1000	120	6,725.46	MFL Strauss Security Solutions	6,725.46		6,725.46	0%	0.00	0.00



CONTINUATION SHEET		Application No. 34		PER. TO: March 31, 2024		ENGINEERS PROJECT NO.:		March 31, 2024		BALANCE TO FINISH		RETAINAGE	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Spec	Band	NO.	DESCRIPTION	SUPPLIER	QTY	UNIT PRICE	TOTAL	AMOUNT PAID	AMOUNT DUE	PERCENTAGE	TOTAL COMPLETED	TOTAL COMPLETED	PERCENTAGE
4	NO.	NO.	DESCRIPTION	SUPPLIER	QTY	UNIT PRICE	TOTAL	AMOUNT PAID	AMOUNT DUE	PERCENTAGE	TOTAL COMPLETED	TOTAL COMPLETED	PERCENTAGE
267	1000	120	Excavation	M Con-Struct, Inc.	10,000.00	5,000.00	50,000.00	5,000.00	45,000.00	100%	50,000.00	50,000.00	100%
268	1000	120	Excavation	L Con-Struct, Inc.	5,000.00	5,000.00	25,000.00	5,000.00	20,000.00	100%	25,000.00	25,000.00	100%
269	Headworks	Building											
270	0000	210	Rebar	M/L Ambassador Steel Fabrications	61,820.00	61,820.00	3,091,000.00	61,820.00	3,029,180.00	100%	3,091,000.00	3,091,000.00	100%
271	0000	210	Concrete	M Central Tower Ready Mix	65,656.38	65,656.38	3,282,832.00	65,656.38	3,217,175.62	100%	3,282,832.00	3,282,832.00	100%
272	0000	210	Walls	L Williams Brothers Construction	279,297.00	279,297.00	13,964,850.00	279,297.00	13,685,553.00	100%	13,964,850.00	13,964,850.00	100%
273	0000	210	Grade Beams	L Williams Brothers Construction	23,473.50	23,473.50	1,173,680.00	23,473.50	1,150,206.50	100%	1,173,680.00	1,173,680.00	100%
274	0000	210	Base Slab	L Williams Brothers Construction	24,229.00	24,229.00	1,211,450.00	24,229.00	1,187,221.00	100%	1,211,450.00	1,211,450.00	100%
275	0000	210	SOG	L Williams Brothers Construction	39,801.50	39,801.50	1,990,080.00	39,801.50	1,950,278.50	100%	1,990,080.00	1,990,080.00	100%
276	0000	210	Concrete Beams & Deck	L Williams Brothers Construction	54,226.00	54,226.00	2,711,300.00	54,226.00	2,657,074.00	100%	2,711,300.00	2,711,300.00	100%
277	0000	210	Grouting	L Williams Brothers Construction	21,988.50	21,988.50	1,099,430.00	21,988.50	1,077,441.50	100%	1,099,430.00	1,099,430.00	100%
278	0000	210	Structural Precast Concrete	M Mid-States Concrete Industries	24,999.00	24,999.00	1,249,950.00	24,999.00	1,224,951.00	100%	1,249,950.00	1,249,950.00	100%
279	0000	210	Structural Precast Concrete	L Williams Brothers Construction	8,000.00	8,000.00	400,000.00	8,000.00	392,000.00	100%	400,000.00	400,000.00	100%
280	0000	210	Masonry	M Signature Masonry of Des Moines	62,000.00	62,000.00	3,100,000.00	62,000.00	3,038,000.00	100%	3,100,000.00	3,100,000.00	100%
281	0000	210	Metal Fabrications	L Signature Masonry of Des Moines	100,000.00	100,000.00	5,000,000.00	100,000.00	4,900,000.00	100%	5,000,000.00	5,000,000.00	100%
282	0000	210	Metal Fabrications	M Brenner Metal Craftsmen, Inc	52,143.51	52,143.51	2,607,180.00	52,143.51	2,555,036.49	100%	2,607,180.00	2,607,180.00	100%
283	0000	210	Metal Fabrications	L Williams Brothers Construction	24,732.00	24,732.00	1,236,600.00	24,732.00	1,211,868.00	100%	1,236,600.00	1,236,600.00	100%
284	0000	210	Metal Stairs	M Brenner Metal Craftsmen, Inc	4,305.25	4,305.25	215,260.00	4,305.25	210,954.75	100%	215,260.00	215,260.00	100%
285	0000	210	Pur/Jeff/Etmc Liners	M Zimmet and Francesson	4,042.50	4,042.50	202,130.00	4,042.50	198,087.50	100%	202,130.00	202,130.00	100%
286	0000	210	Pur/Jeff/Etmc Liners	L Williams Brothers Construction	11,000.00	11,000.00	550,000.00	11,000.00	539,000.00	100%	550,000.00	550,000.00	100%
287	0000	210	Metal Stairs	L Williams Brothers Construction	3,256.00	3,256.00	162,800.00	3,256.00	159,544.00	100%	162,800.00	162,800.00	100%
288	0000	210	Weather Barrier	M Williams Brothers Construction	4,010.00	4,010.00	200,500.00	4,010.00	196,490.00	100%	200,500.00	200,500.00	100%
289	0000	210	Weather Barrier	L Williams Brothers Construction	2,432.00	2,432.00	121,600.00	2,432.00	119,168.00	100%	121,600.00	121,600.00	100%
290	0000	210	Thermoplastic Membrane Roofing	M Central States Roofing	15,900.00	15,900.00	795,000.00	15,900.00	779,100.00	100%	795,000.00	795,000.00	100%
291	0000	210	Thermoplastic Membrane/Roofing	L Central States Roofing	17,000.00	17,000.00	850,000.00	17,000.00	833,000.00	100%	850,000.00	850,000.00	100%
292	0000	210	Sheet Metal Flashing and Trim	M Central States Roofing	2,600.00	2,600.00	130,000.00	2,600.00	127,400.00	100%	130,000.00	130,000.00	100%
293	0000	210	Sheet Metal Flashing and Trim	L Central States Roofing	5,800.00	5,800.00	290,000.00	5,800.00	284,200.00	100%	290,000.00	290,000.00	100%
294	0000	210	Roof Hatch	M Central States Roofing	2,300.00	2,300.00	115,000.00	2,300.00	112,700.00	100%	115,000.00	115,000.00	100%
295	0000	210	Roof Hatch	L Central States Roofing	1,300.00	1,300.00	65,000.00	1,300.00	63,700.00	100%	65,000.00	65,000.00	100%
296	0000	210	Floor Access Door	M Nystem	3,872.00	3,872.00	193,600.00	3,872.00	189,728.00	100%	193,600.00	193,600.00	100%
297	0000	210	Floor Access Door	L Williams Brothers Construction	3,840.00	3,840.00	192,000.00	3,840.00	188,160.00	100%	192,000.00	192,000.00	100%
298	0000	210	Aluminum Doors and Frames	M East Moline Glass	10,806.00	10,806.00	540,300.00	10,806.00	529,494.00	100%	540,300.00	540,300.00	100%
299	0000	210	Aluminum Doors and Frames	L East Moline Glass	4,360.00	4,360.00	218,000.00	4,360.00	213,640.00	100%	218,000.00	218,000.00	100%
300	0000	210	Glazing	M East Moline Glass	403.00	403.00	20,150.00	403.00	19,747.00	100%	20,150.00	20,150.00	100%
301	0000	210	Glazing	L East Moline Glass	300.00	300.00	15,000.00	300.00	14,700.00	100%	15,000.00	15,000.00	100%
302	0000	210	Paints and Coatings	M/L RP Coatings	25,000.00	25,000.00	1,250,000.00	25,000.00	1,225,000.00	95%	1,250,000.00	1,187,500.00	95%
303	0000	210	Metal Building System	M Nucor Building Systems	13,547.00	13,547.00	677,350.00	13,547.00	663,803.00	100%	677,350.00	677,350.00	100%
304	0000	210	Influent & Effluent Walldipes	M Tobin Brothers	20,500.00	20,500.00	1,025,000.00	20,500.00	1,004,500.00	100%	1,025,000.00	1,025,000.00	100%
305	0000	210	Influent & Effluent Walldipes	L Tobin Brothers	7,700.00	7,700.00	385,000.00	7,700.00	377,300.00	100%	385,000.00	385,000.00	100%
306	0000	210	Grt System Piping	M Tobin Brothers	19,300.00	19,300.00	965,000.00	19,300.00	945,700.00	95%	965,000.00	915,000.00	95%
307	0000	210	Grt System Piping	L Tobin Brothers	21,000.00	21,000.00	1,050,000.00	21,000.00	1,029,000.00	100%	1,050,000.00	1,050,000.00	100%
308	0000	210	Basic Mechanical Requirements	M MJ O'Connor Mechanical	4,125.00	4,125.00	206,250.00	4,125.00	202,125.00	100%	206,250.00	206,250.00	100%
309	0000	210	Basic Mechanical Requirements	L MJ O'Connor Mechanical	8,075.00	8,075.00	403,750.00	8,075.00	395,675.00	100%	403,750.00	403,750.00	100%
310	0000	210	Hanger and Supports	M MJ O'Connor Mechanical	3,260.00	3,260.00	163,000.00	3,260.00	159,740.00	100%	163,000.00	163,000.00	100%
311	0000	210	Hanger and Supports	L MJ O'Connor Mechanical	2,500.00	2,500.00	125,000.00	2,500.00	122,500.00	100%	125,000.00	125,000.00	100%
312	0000	210	ID for Plumbing Pipe/Equipment	M MJ O'Connor Mechanical	1,840.00	1,840.00	92,000.00	1,840.00	90,160.00	0%	92,000.00	0.00	0%
313	0000	210	ID for Plumbing Pipe/Equipment	L MJ O'Connor Mechanical	550.00	550.00	27,500.00	550.00	26,950.00	48%	550.00	267.50	48%
314	0000	210	Plumbing Piping Insulation	M MJ O'Connor Mechanical	2,075.00	2,075.00	103,750.00	2,075.00	101,675.00	48%	2,075.00	1,000.00	48%
315	0000	210	Plumbing Piping Insulation	L MJ O'Connor Mechanical	1,170.00	1,170.00	58,500.00	1,170.00	57,330.00	100%	58,500.00	58,500.00	100%
316	0000	210	Plumbing Piping	M MJ O'Connor Mechanical	4,480.00	4,480.00	224,000.00	4,480.00	219,520.00	97%	224,000.00	217,750.00	97%
317	0000	210	Plumbing Piping	L MJ O'Connor Mechanical	13,860.00	13,860.00	693,000.00	13,860.00	679,140.00	100%	693,000.00	693,000.00	100%
318	0000	210	Plumbing Piping Specialties	M MJ O'Connor Mechanical	13,860.00	13,860.00	693,000.00	13,860.00	679,140.00	100%	693,000.00	693,000.00	100%





CONTINUATION SHEET

Application No. 34  
 APPL. DATE: March 31, 2024

PER TO: March 31, 2024  
 ENGINEERS PROJECT NO. 0.09

Item	3- Spec 4- Seq.	Subcontractor	Subcontractor	SCHEDULED	WORK COMPLETED	MATERIALS	TOTALS	%	REMARKS
				PERIOD	PERIOD	SCORED	AS SHOWN	COMPLETE	TO FINISH
				START	END				
423	07	2500	Weather Barrier	M	2,877.00		2,877.00	100%	0.00
424	07	2500	Weather Barrier	L	1,859.00		1,859.00	100%	92.95
425	07	3400	Thermoplastic Membrane Roofing	M	8,700.00		8,700.00	100%	0.00
426	07	3400	Thermoplastic Membrane Roofing	L	9,500.00		9,500.00	100%	45.00
427	07	6200	Sheet Metal Flashing and Trim	M	1,200.00		1,200.00	100%	60.00
428	07	6200	Sheet Metal Flashing and Trim	L	3,200.00		3,200.00	100%	160.00
429	08	1116	Aluminum Doors and Frames	M	12,005.00		12,005.00	100%	608.15
430	08	1116	Aluminum Doors and Frames	L	3,532.00		3,532.00	100%	177.66
431	08	4313	Aluminum-Framed Storefronts	M	995.00		995.00	100%	49.65
432	08	4313	Aluminum-Framed Storefronts	L	1,201.00		1,201.00	100%	60.05
433	08	8113	Floor Hatches	M	892.00		892.00	100%	44.60
434	08	8113	Floor Hatches	L	400.00		400.00	100%	20.00
435	08	8000	Glazing	M	522.00		522.00	100%	26.10
436	08	8000	Glazing	L	330.00		330.00	100%	16.50
437	09	2116	Gypsum Board Assemblies	M	537.00		537.00	100%	26.85
438	09	2116	Gypsum Board Assemblies	L	946.00		946.00	97%	45.83
439	09	5100	Acoustical Ceiling	M	3,465.50		3,465.50	100%	173.28
440	09	5100	Acoustical Ceiling	L	2,235.50		2,235.50	99%	67.65
441	09	9000	Paints and Coatings	M	28,800.00		28,800.00	100%	1,440.00
442	22	330	RAS/WAS Piping	M	157,000.00		157,000.00	100%	7,850.00
443	22	330	RAS/WAS Piping	L	83,000.00		83,000.00	95%	4,200.00
444	22	330	Micro Feed	M	2,000.00		2,000.00	0%	0.00
445	22	330	Micro Feed	L	3,000.00		3,000.00	0%	0.00
446	22	0500	Basic Mechanical Requirements	M	5,500.00		5,500.00	100%	275.00
447	22	0500	Basic Mechanical Requirements	L	10,430.00		10,430.00	100%	521.50
448	22	0529	Hangers and Supports	M	650.00		650.00	100%	32.50
449	22	0529	Hangers and Supports	L	1,000.00		1,000.00	100%	50.00
450	22	0553	ID for Plumbing Pipe/Equipment	M	1,625.00		1,625.00	0%	0.00
451	22	0553	ID for Plumbing Pipe/Equipment	L	840.00		840.00	0%	0.00
452	22	0719	Plumbing Piping Insulation	M	1,545.00		1,545.00	54%	710.00
453	22	0719	Plumbing Piping Insulation	L	2,978.00		2,978.00	65%	1,465.00
454	22	1003	Plumbing Piping	M	2,100.00		2,100.00	100%	105.00
455	22	1003	Plumbing Piping	L	13,680.00		13,680.00	98%	665.00
456	22	1006	Plumbing Piping Specialties	M	6,125.00		6,125.00	100%	306.25
457	22	1006	Plumbing Piping Specialties	L	19,970.00		19,970.00	100%	959.50
458	22	3000	Plumbing Equipment	M	2,945.00		2,945.00	100%	147.25
459	22	3000	Plumbing Equipment	L	6,375.00		6,375.00	100%	318.75
460	22	3000	Plumbing Fixtures	M	2,460.00		2,460.00	100%	123.00
461	22	3000	Plumbing Fixtures	L	6,560.00		6,560.00	0%	0.00
462	23	0713	Duct Insulation	M	830.00		830.00	47%	19.50
463	23	0713	Duct Insulation	L	1,310.00		1,310.00	52%	50.00
464	23	0993	Sequences of Operation for HVAC	M	1,570.00		1,570.00	70%	68.50
465	23	0993	Sequences of Operation for HVAC	L	1,600.00		1,600.00	71%	60.00
466	23	1223	Facility Natural Gas Piping	M	5,575.00		5,575.00	100%	278.75
467	23	1223	Facility Natural Gas Piping	L	11,560.00		11,560.00	100%	578.00
468	23	2300	Refrigerant Piping	M	2,680.00		2,680.00	100%	134.00
469	23	2300	Refrigerant Piping	L	2,015.00		2,015.00	89%	90.00
470	23	3100	HVAC Ducts and Casings	M	11,720.00		11,720.00	100%	586.75
471	23	3100	HVAC Ducts and Casings	L	1,780.00		1,780.00	100%	636.00
472	23	3300	Air Duct Accessories	M	1,670.00		1,670.00	100%	89.00
473	23	3300	Air Duct Accessories	L	1,670.00		1,670.00	100%	83.50









1		CONTINUATION SHEET		Application No. 34		PER TO: March 31, 2024		March 31, 2024		ENGINEERS PROJECT NO.:		0.00	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Spec	Sec	Item	QTY	UNIT	DESCRIPTION	SUBJECT	NO. SCHEDULED	AMOUNT PAID	AMOUNT BILLED	AMOUNT STORED	AMOUNT TO FINISH	PERCENTAGE COMPLETE	RETAINAGE
631	23	3100	390	M	HVAC Ducts and Casings	MJ O'Connor Mechanical	2,970.00	1,590.00	2,970.00	2,970.00	75%	752.04	109.90
632	23	3100	390	L	HVAC Ducts and Casings	MJ O'Connor Mechanical	3,180.00			1,590.00	50%	1,590.00	79.50
633	23	3300	390	M	Air Duct Accessories	MJ O'Connor Mechanical	195.00			0.00	0%	195.00	0.00
634	23	3300	390	L	Air Duct Accessories	MJ O'Connor Mechanical	170.00			0.00	0%	170.00	0.00
635	23	3423	390	M	HVAC Power Ventilators	MJ O'Connor Mechanical	4,095.00	3,500.00	3,500.00	3,500.00	85%	595.00	175.00
636	23	3423	390	L	HVAC Power Ventilators	MJ O'Connor Mechanical	685.00			0.00	0%	685.00	0.00
637	23	8101	390	M	Terminal Heat Transfer Units	MJ O'Connor Mechanical	17,050.00	377.50	377.50	4,648.00	27%	12,402.00	232.40
638	23	8101	390	L	Terminal Heat Transfer Units	MJ O'Connor Mechanical	325.00			1,621.08	50%	377.50	18.88
639	22	0523	390	M	Process Valves	Mellon & Associates	15,217.00	8,000.00	8,000.00	15,217.00	100%	0.00	81.05
640	26	0000	390	M	Return Pump Station	CEC Electric	15,536.00	18,025.00	18,025.00	15,536.00	100%	0.00	627.50
641	26	0000	390	L	Return Pump Station	CEC Electric	28,825.00	18,025.00	18,025.00	7,782.75	90%	3,007.25	1,200.39
642	26	0000	390	M	Lighting	CEC Electric	2,500.00	200.00	200.00	864.64	100%	0.00	125.00
643	26	0000	390	L	Lighting	CEC Electric	460.00				43%	260.00	10.00
644	26	0000	390	M	Excavation	CEC Electric	5,500.00	2,000.00	2,000.00		0%	3,500.00	0.00
645	31	1000	390	M	Excavation	Claus-Strick, Inc.	2,000.00	15,000.00	15,000.00		100%	0.00	100.00
646	31	1000	390	L	Excavation	Claus-Strick, Inc.	13,000.00	43,000.00	43,000.00		100%	0.00	650.00
647	43	2139	390	M	Submersible Solids Handling Pump/Equipment	Zimmer and Grunseit, Inc.	272,400.00	5,400.00	5,400.00	37,240.00	100%	0.00	1,562.00
648	43	2139	390	L	Submersible Solids Handling Pump/Equipment	Zimmer and Grunseit, Inc.	2,400.00				100%	0.00	270.00
649	42B	0000	420	M/L	Rebar	Ambassador Steel Fabrications	54,445.00	34,445.00	34,445.00		100%	0.00	0.00
650	03	0000	420	M	Concrete	Central Iowa Ready Mix	30,384.88	30,384.88	30,384.88		100%	0.00	1,722.25
651	03	0000	420	L	Concrete	Williams Brothers Construction	3,657.50				100%	0.00	1,514.24
652	03	0000	420	M	Walls	Williams Brothers Construction	116,538.00	116,538.00	116,538.00		100%	0.00	182.88
653	03	0000	420	L	Base Slab	Williams Brothers Construction	22,820.00	19,499.00	19,499.00		100%	0.00	532.00
654	03	0000	420	M	Slabs on Grade	Williams Brothers Construction	9,636.00	15,915.50	15,915.50		100%	0.00	481.80
655	03	0000	420	L	Suspended Slab	Williams Brothers Construction	19,215.00	19,215.00	19,215.00		100%	0.00	795.78
656	03	0000	420	M	Grubbing	Midsouth Concrete Industries	8,000.00	8,000.00	8,000.00		100%	0.00	960.75
657	03	0000	420	L	Structural Precast Concrete	Williams Brothers Construction	62,000.00	62,000.00	62,000.00		100%	0.00	5,100.00
658	03	4100	420	M	Structural Precast Concrete	Signature Masonry of Des Moines	80,000.00	38,510.11	38,510.11		100%	0.00	4,000.00
659	03	4100	420	L	Masonry	Signature Masonry of Des Moines	506,310.11	32,083.00	32,083.00		100%	0.00	2,525.25
660	04	2000	420	M	Metal Fabrications	Brewer Metal Craftsmen, Inc	4,042.50	4,042.50	4,042.50		100%	0.00	1,154.15
661	04	2000	420	L	Metal Fabrications	Williams Brothers Construction	9,900.00	9,900.00	9,900.00		100%	0.00	202.13
662	05	5000	420	M	Parshall Flume Liners	Zimmer and Franconson	11,400.00	11,400.00	11,400.00		100%	0.00	450.00
663	05	5000	420	L	Parshall Flume Liners	Williams Brothers Construction	9,900.00	9,900.00	9,900.00		100%	0.00	450.00
664	06	6000	420	M	Thermoplastic Membrane Roofing	Central States Roofing	12,300.00	12,300.00	12,300.00		100%	0.00	570.00
665	06	6000	420	L	Thermoplastic Membrane Roofing	Central States Roofing	15,600.00	15,600.00	15,600.00		100%	0.00	615.00
666	07	5400	420	M	Sheet Metal Flashing and Trim	Central States Roofing	4,100.00	4,100.00	4,100.00		100%	0.00	80.00
667	07	5400	420	L	Sheet Metal Flashing and Trim	Williams Brothers Construction	3,513.00	3,513.00	3,513.00		100%	0.00	205.00
668	07	6200	420	M	Weather Barrier	Williams Brothers Construction	2,122.00	2,122.00	2,122.00		100%	0.00	175.65
669	07	6200	420	L	Weather Barrier	Williams Brothers Construction	1,126.00	1,126.00	1,126.00		100%	0.00	106.10
670	07	2500	420	M	Aluminum Doors and Frames	East Maine Glass	4,440.00	4,440.00	4,440.00		100%	0.00	56.30
671	07	2500	420	L	Aluminum Doors and Frames	East Maine Glass	285.00	285.00	285.00		100%	0.00	232.00
672	08	1116	420	M	Glazing	East Maine Glass	220.00	220.00	220.00		100%	0.00	11.00
673	08	1116	420	L	Glazing	East Maine Glass	16,000.00	16,000.00	16,000.00		100%	0.00	760.00
674	08	8000	420	M	Paints and Coatings	RP Coatings	18,200.00	18,200.00	18,200.00		95%	800.00	910.00
675	08	8000	420	L	Paints and Coatings	RP Coatings	4,500.00	4,500.00	4,500.00		100%	0.00	225.00
676	09	9000	420	M	Influent & Effluent	Tobins Brothers	4,600.00	4,600.00	4,600.00		100%	0.00	750.00
677	22	0000	420	M	Influent & Effluent	Tobins Brothers	6,600.00	6,600.00	6,600.00		100%	0.00	330.00
678	22	0000	420	L	Influent & Effluent	Tobins Brothers	51,600.00	51,600.00	51,600.00		100%	0.00	2,500.00
679	22	0000	420	M	Plant Effluent Water Piping	Tobins Brothers	38,000.00	38,000.00	38,000.00		100%	0.00	1,900.00
680	22	0000	420	L	Plant Effluent Water Piping	Tobins Brothers					100%	0.00	
681	22	0000	420	M	Plant Effluent Water Piping	Tobins Brothers					100%	0.00	
682	22	0000	420	L	Plant Effluent Water Piping	Tobins Brothers					100%	0.00	















CONTRIBUTION SHEET												
1	Application No. 34		PER. TO: March 31, 2024		ENGINEERS PROJECT NO.:		March 31, 2024		0.00			
2	Sublet	Needs	WORK COMPLETED	MATERIALS STORED	TOTAL COMPLETION	%	BALANCE	RETAINAGE				
3	NO.	Inventory	REV. APPL.	STORED	STORED	COMPLETION	TO FINISH					
4	Spec											
943	46	4121	580	Jet Mixing Equipment	208,880.00	208,880.00	100%	0.00	10,444.00			
944	46	4121	580	Jet Mixing Equipment	3,500.00	3,500.00	100%	0.00	175.00			
945												
946												
947												
948												
Original Contract Tot					35,850,000.00	33,545,938.11	607,014.79	991,199.36	35,144,152.26	98%	705,847.75	3,175,207.61

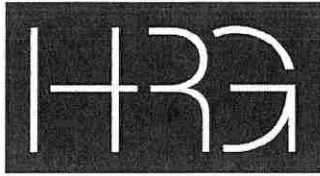
CONTINUATION SHEET									
1	Application No. 34			PER TO: March 31, 2024			ENGINEER'S PROJECT NO.:		
2	APPL. DATE: March 31, 2024			TOTAL COMPLE			BALANCE		
3	Spec	Item	Quantity	SCHEDULED	WORKS COMPLETED	%	STORIED	TO FINISH	RETAINAGE
4	Sec	NO.	UNIT	THIS PERIOD	THRU DATE	COMPLETED	STORIED	TO FINISH	RETAINAGE
949	CHANGE ORDERS								
950	CO-1	CO-1		2,118.27	2,118.27	100%	2,118.27	0.00	105.91
951	CO-1	CO-1		2,201.00	2,201.00	100%	2,201.00	0.00	110.05
952	CO-1	CO-1		4,850.00	4,850.00	100%	4,850.00	0.00	242.50
953	CO-1	CO-1		844.00	844.00	100%	844.00	0.00	42.20
954	CO-2	CO-2		88,694.00	88,694.00	100%	88,694.00	0.00	4,434.70
955	CO-2	CO-2		10,727.00	10,727.00	100%	10,727.00	0.00	536.35
956	CO-2	CO-2		18,123.00	18,123.00	100%	18,123.00	0.00	906.15
957	CO-2	CO-2		(29,779.00)	(29,779.00)	100%	(29,779.00)	0.00	(1,488.95)
958	CO-3	CO-3		(13,205.00)	(13,205.00)	100%	(13,205.00)	0.00	(660.25)
959	CO-3	CO-3		7,762.00	7,762.00	100%	7,762.00	0.00	388.10
960	CO-3	CO-3		6,552.00	6,552.00	100%	6,552.00	0.00	327.60
961									
962				98,887.27	98,887.27		98,887.27	0.00	4,944.36
963									
964				33,641,425.38	607,014.79	994,599.36	35,243,039.53	705,847.75	1,762,151.98





CONTINUATION SHEET		Application No. 34	PER. TO: March 31, 2024	ENGINEER'S PROJECT NO:	0.00
1	2	APPL. DATE: March 31, 2024	PER. TO: March 31, 2024	ENGINEER'S PROJECT NO:	0.00
3	4	5	6	7	8
Spec	Draw	Subcontractor	Contract Value	Contract Value	Contract Value
NO	NO	NO	NO	NO	NO
1017	Non-Clog Pumps	Zimmer & Fraccon	170,255.00	170,255.00	100%
1018	General Work	Williams Brothers Const. Inc.	10,818,408.84	10,802,200.67	100%
1019		TOTALS	35,948,887.27	35,243,039.53	98%
				16,208.16	549,275.03
				705,847.75	1,762,151.98





**HRGreen**

5525 Merle Hay Road, Suite 200  
 Johnston, IA 50131  
 (515) 278-2913 Fax (515) 278-1846

Item # 7B2  
 Date: 4-8-24

**CO No. 4**  
 Change Order

Distribution:			
Contractor	<input checked="" type="checkbox"/>	Field	<input type="checkbox"/>
Owner	<input checked="" type="checkbox"/>	Other _____	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>	Other _____	<input type="checkbox"/>

<b>Nevada WWTF Improvements – Phase 2 Nevada, Iowa</b>	<b>Date Issued</b>	4/8/24
	<b>Project No.</b>	160473.02
<b>Williams Brothers Construction, Inc. P.O. Box 1366 Peoria, IL 61654</b>	<b>Contract Date</b>	February 18, 2021
	<b>Notice to Proceed Date</b>	March 19, 2021

See attached cover letter.

Item	Contract Time	Contract Price
1. RFP-04	0 calendar days	(\$12,518.00)
2. RFP-06	0 calendar days	\$6,413.00
3. RFP-07	0 calendar days	\$931.00
4. RFP-08	0 calendar days	(\$15,105.00)
5. COR-12R2	0 calendar days	\$14,289.00
6. COR-013	0 calendar days	\$9,556.00
7. COR-014	0 calendar days	\$2,490.00
8. COR-16R	0 calendar days	\$3,203.00
9. COR-17	0 calendar days	\$2,080.00
10. COR-19	0 calendar days	\$4,797.00
<b>Total</b>	<b>0 calendar days</b>	<b>\$16,136.00</b>

	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$35,850,000.00	June 30, 2023	Sept 30, 2023
Net Change by previously-authorized Change Order(s)	\$98,887.27	107 days	107 days
The Contractual limit prior to this Change Order	\$35,948,887.27	Oct 15, 2023	Jan 15, 2024
The Contract will be adjusted by this Change Order in the amount of	\$16,136.00	0 days	0 days
The new Contractual limit including this Change Order will be	\$ 35,965,023.27	Oct 15, 2023	Jan 15, 2024

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

Contractor <b>Williams Brothers Construction, Inc.</b>	Owner's Representative <b>HR Green, Inc.</b>	Owner <b>City of Nevada, Iowa</b>
By	By	By _____
Date: 4/3/2024	Date: 4/2/24	Date: _____



▶ 5525 Merle Hay Road | Suite 200  
Johnston, IA 50131  
Main 515.278.2913 + Fax 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

April 8, 2024

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

Re: Nevada, IA WWTF Improvements – Phase 2: Change Order #4 Recommendation

Dear Jordan,

The following items combined with Change Order #4 on the above referenced project are presented for consideration of approval by City Council. HR Green recommends approval of all change order items.

1. Request for Proposal #4 (RFP-04)  
See enclosed RFP-04 description and proposal. City staff requested to eliminate the WWTF sign that was included in the project. The City intends to supply a sign in the future outside of this contract. HRG reviewed the proposal and finds the associated credit to be reasonable. We recommend approval.
2. Request for Proposal #6 (RFP-06)  
See enclosed RFP-06 description and proposal. Water piping from well head to the Administration Building connection. HRG reviewed the proposal and finds the associated costs to be reasonable. We recommend approval.
3. Request for Proposal #7 (RFP-07)  
See enclosed RFP-07 description and proposal. Isolation valves on plant effluent water lines were requested. HRG reviewed the proposal and finds the associated costs to be reasonable. We recommend approval.
4. Request for Proposal #8 (RFP-08)  
See enclosed RFP-08 description and proposal. The City will be changing their standard security camera system and access control hardware used. These elements were requested to be removed from the project to be provided and installed by the City's new vendor separate from the project. HRG reviewed the proposal and finds the associated credit to be reasonable. We recommend approval.
5. Change Order Request #12R2 (COR-12R2)  
See the enclosed COR-12R2 description and proposal. Conflicts with the 30" Oxidation Ditch Effluent and 20" Clarifier Influent piping were found during construction and required adjustments resulting in rework by the contractor. This work was issued via Field Order #30. Work was performed on a time & materials basis with HRG verifying submitted costs against HRG's RPR's records. HRG reviewed the proposal and finds the associated costs to be reasonable. We would recommend approval.
6. Change Order Request #13 (COR-013)  
See the enclosed COR-013 description and proposal. Manhole SAN-07 installed location was misaligned from the planned location requiring pipe adjustments and an extra pipe fitting for the connection to the UV Building. This work was issued via Field Order #26. Work was performed on a time & materials basis with HRG verifying submitted costs against HRG's RPR's records. HRG reviewed the proposal and finds the associated costs to be reasonable. We would recommend approval.





7. Change Order Request #14 (COR-014)  
See the enclosed COR-014 description and proposal. Roof drain yard piping size needed to be increased from 4-inch to 6-inch diameter. This work was issued via Field Order #35. Costs are for difference in materials only from the original bid amount. HRG reviewed the proposal and finds the associated costs to be reasonable. We would recommend approval.
8. Change Order Request #16R (COR-16R)  
See the enclosed COR-16R description and proposal. The supplied grit dewatering unit in the Headworks Building is designed with a 2-inch diameter wash water connection size. This differed from the original pipe size per the documents. Thus, a portion of the plant effluent water piping to the grit dewatering equipment needed to be increased in size. This work was issued via Field Order #40. HRG reviewed the proposal and finds the associated costs to be reasonable. We would recommend approval.
9. Change Order Request #17 (COR-17)  
See the enclosed COR-17 description and proposal. Automatic door openers were inadvertently listed in the door hardware schedule for three different locations within the WWTF. Automatic openers are not required and there were no electrical connections provided at these locations in the design. These automatic openers were replaced with manual closers and related hardware; however, the automatic openers could not be returned to the vendor. The automatic openers were delivered to the City and are available for future use either at the WWTF or elsewhere. Costs are for the new door hardware only. HRG reviewed the proposal and finds the associated costs to be reasonable. We would recommend approval.
10. Change Order Request #19 (COR-19)  
See the enclosed COR-19 description and proposal. City staff requested additional exterior signage at the Administration Building to be placed over the Main Entrance door. This work was requested within Field Order #45. HRG reviewed the proposal and finds the associated costs to be reasonable. We would recommend approval.

Overall, Change Order #4 will increase the Contract Price by \$16,136.00 with no change to the Contract Schedule. This cost is equal to 0.04% of the current Contract Price. To date, the overall project cost change is equal to 0.32% of the original Contract Price. Please formally approve Change Order #4 and return an executed copy to our office. Please feel free to contact me with any questions regarding this change order.

Sincerely,  
HR GREEN, INC.

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

**Michael Roth, P.E.**  
Senior Project Manager

Enclosures

Cc: Kurtis Knapp, WBCI

J:\2016\160473.02\Construction\Change\_Management\Change\_Orders\CO4\ltr-20240408-CO#4\_recommendation-Nevada\_WWTF\_Ph2.docx

**Contractor's / Subcontractor's  
Proposal Breakdown Summary**

WILLIAMS BROTHERS CONSTRUCTION, INC.      Date: 03/03/23      RFP-04

**Engineer:** HR Gross, 5525 Merle Hay Rd. Suite 200, Johnston, IA 50131  
**OWNER:** City of Nevada, Nevada WWTF Phase 2, Nevada, IA  
**PROJECT:** WBCI Project # 342

**I DESCRIPTION OF CHANGE:**  
Proposal to Eliminate Site Entrance Sign per RFP-04

**II SUMMARY OF DETAILED BREAKDOWN**

	Additions	Deletions	Net Total
A. MATERIAL	\$0.00	\$1,111.00	(\$1,111.00)
B. LABOR	\$0.00	\$1,189.00	(\$1,189.00)
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$0.00
E. NET TOTAL	(A+B+C+D)	(D2)	(\$2,300.00)
F. OVERHEAD AND PROFIT	(E x 15%) - Deletion -0-		\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)		(\$2,300.00)

**III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS**  
Detailed Breakdown and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. Mid States Concrete	Precast Sign	(\$8,645.00)
2. Alpha Landscapes	Landscaping	(\$217.00)
3. Harris Rebar	Rebar	(\$122.34)
4.		
5.		
6.		
7.		
H. SUBTOTAL of all work performed by contractor's subcontractors		(\$9,184.34)
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x 5%)	(\$459.22)
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines H+I)	(\$9,643.56)
K. PROPOSAL	(Lines G+J)	(\$1,944.46)
L. SUPPLEMENTAL COSTS		
1. PER DIEM	(5% of LABOR)	\$0.00
2. TEMPORARY FACILITIES	(2.5% of LABOR)	\$0.00
M. BONDS	(2.8% of PROPOSAL)	(\$534.44)
N. BUILDER'S RISK INSURANCE	(2% of PROPOSAL)	(\$389.89)

**IV TOTAL PROPOSAL**  
O. TOTAL PROPOSAL for subject CMR increase (decrease) in contract amount: **(\$12,518)**  
P. The work for this CMR will require an extension of time of 0 Calendar Days.  
Q. All costs are valid for 14 days.

CONTRACTOR (SIGNATURE): *Kurtis Knapp*      Title: Project Manager      Date: 03/03/23

DESCRIPTION OF WORK	NO. PIECES	DIMENSIONS	EXTENSIONS	EXTENSIONS	UNIT PRICE UTL	TOTAL ESTIMATED MATERIAL COST	UNIT PRICE LABOR	TOTAL ESTIMATED LABOR COST
Eliminate Site Entrance Sign								
Eliminate Grade Beam Foundation								
Form Walls		135	4'		\$ 1.50	\$ 202.50	\$ 7.00	\$ 945.00
Place walls		6.54	4'		\$ 135.00	\$ 896.40	\$ 25.00	\$ 168.00
Finish & Cure		65	4'		\$ 0.20	\$ 13.00	\$ 1.20	\$ 78.00



**CHANGE ORDER  
NO. 21051-3**

To: Williams Brothers Construction, Inc.  
1200 East Kally Avenue  
Peoria Heights, IL 61616

Date: 1/27/2023  
Job #: 21-051  
Project: Nevada WWTF  
Nevada, IA

This Change Order: (\$8,645)

**DESCRIPTION OF CHANGE:**

Credit for cancelling the precast sign.

Total Deduct: (\$8,645.00) for this Change Order

This change accepted subject to all conditions of the original Contract and/or Purchase Order.

Mid-States Concrete Industries

By: *Ryan Desmond*      By: \_\_\_\_\_

Date: 1/27/2023      Date: \_\_\_\_\_

Please sign and return to us WITHIN FIVE (5) business days.

ALPHA Landscapes, LLC  
(815) 884-2651  
Riley@AlphaLandscapesIA.com  
31273 510th Ave. State, IA, 52824  
Project: Nevada WWTF Phase 2  
Date of Proposal: 1/4/2023  
Date of Plans:  
Addendum # & Date:  
Tax Included Y/N Y  
DB/Prevailing Wage Y/N N

Quantity	Description	Unit	Unit Price	Extended Price
-22	Steel Edging	LF	\$8.00	-\$172.00
-1	River Rock	Ton	\$55.00	-\$55.00
Lin/Crpa Date B Total				-\$217.00

- General Notes, Inclusions & Exclusions:**
- Pricing is good for 30 days from transmittal. Pricing subject to change after 30 days
  - Any soil disturbance outside of above takeoff limits is subject to additional seedcost charges
  - Bid assumes landscape scope will be completed in one mobilization, additional mobilization charges will apply
  - All line items are bid unless otherwise noted
  - Warranties shall be honored when Alpha Landscapes is completing plant watering or where plants are covered by automatic irrigation
  - ALPHA will not be held responsible for tampering or damage to irrigation systems or resulting plant damage
  - Assumes all landscaped, seeded, and sodded areas are to receive minimum 6" of topsoil. ALPHA will not be responsible for poor seed/plant growth/health due to substandard or water-laden soils.
  - Alpha will call in public locations prior to work; GC is responsible for marking all private utilities
  - Clerical errors are subject to correction
  - All notes in this proposal shall supersede any project specs, please read notes carefully
  - No removal of existing material from site included, this includes existing turf, weeds, etc. Landscape areas with weed growth shall be removed by others
  - All grades shall be left to +/- 0.1' of final elevations before landscape work is completed. ALPHA is not responsible for modifying grades more than 0.1'
  - Deduct if tree staking is omitted: \$0
- Planting**
- Tree staking posts shall remain property of ALPHA Landscapes and will be reclaimed approximately one year after install
  - Includes 1 year warranty for only things that fall under Alpha's assumed duties such as meeting the plant quality, proper install, and maintenance (if applicable)
  - For warranty to be honored, assumes planting install will be in compliance with SUDAS' and/or plan specified planting window
  - Assumes specified species are zone tolerant and will thrive in the specified locations onsite, will not warranty if design error is demonstrable
  - Will not warranty if there's evidence of neglect, theft, vandalism, acts of God, or any factor not related to Alpha's duties and responsibilities
  - ONE warranty walk-through and replacement to be included. Replacements will be made in nearest SUDAS specified window after the date one-year from plant installation.
  - Warranty replacements may be completed before end of warranty period, but remainder of warranty period will be vacated
  - No replacements shall be provided between initial installation and completion of warranty period
  - No further warranty is provided on warranty replacements, Owner to provide watering/maintenance per instructions on replacements
  - Does not include maintenance, or extended watering beyond initial install unless "temp plant material watering" item is selected
  - Assumes proposed irrigation system will cover all landscaped & sod areas if situation applies, owner/GC responsible to maintain system settings
  - Assumes the reuse of native topsoil for planting backfill, does not include amended soils, unless otherwise noted
  - Research has proven removing burpax & wire cages has no impact on tree health, removal of these items is not included
- Finish Grading & Sod Installation**
- All areas to be sodded shall be rough graded (+/- 0.1') prior to arrival; Alpha will provide finish grading (minor tweaks to grade) if needed
  - All Swales, Ditches, ect to be in place by grading contractor before mobilization
  - Alpha will remove up to 150' total size of sticks and rocks over 1" diameter; any larger quantity will be attributed to error by earthworks contractor
  - No topsoil installation or soil amendments included unless otherwise noted
  - Includes sodding all areas specified on plans, additional areas disturbed to be sodded will be billed additional at specified sq ft price
  - Does not include continual watering or mowing, unless otherwise noted
  - Watering will be covered by irrigation system, if situation applies



- Use soft price as required, contact for clarification if large discrepancy exists
- Typical KGB bluegrass sod unless otherwise noted
- Tree drainage wells are not included in planting pricing, if they are required due to poor drainage they may be installed at \$125/tree

**Seeding**

- All areas to be seeded shall be rough graded (+/- 0.1') prior to arrival
- All Swales, Ditches, ect to be in place by grading contractor before mobilization
- Alpha will remove up to 100 lbs/ acre of sticks and rocks over 1" diameter; anything larger will be attributed to error by earthworks contractor
- No topsoil installation or amending of topsoil is included
- No continual maintenance included, such as mowing or watering, unless noted otherwise
- Assumes seeding will be in compliance with SLUDAS recommended planting window
- There is no warranty included on any seeding unless otherwise noted

**Erosion Blanket**

- Install single net straw blanket, per takeoff
- Includes staples, per SLUDAS specs
- Installed on all slopes over 3:1, or slopes over 30' in length

**Retaining Walls**

- Global Stability by others
- Subgrade courses included in bid eq't
- Includes right excavation of wall area, site expected to be cut to back of wall backfill zone (3' from face of wall)
- Assumes Anchor Clamond Pro 8" retaining wall blocks & 4" caps, unless related otherwise
- Assumes, 2" aggregate drain backfill, with grid lengths no longer than face height of wall, and use of geotextiles, or soils provided by other for backfill
- Includes engineering for walls over 4' above-ground eq't.

**Not Included/Exclusions**

- Any items related to the fence or handrail (if required)
- Any items related to the design of the fence connection and/or any items related to overturning of wall system by fencing system (if required)
- All material other than that described below
- Rough grading or finish grading post construction of the walls
- Mass excavation +/- 1' from bottom of wall and +/- 5' from front face to back cut
- Any items related to site restoration
- Geotechnical Testing of any type (M&O, Bearing, and/or Proctor)

ALPHA Landscapes, LLC (Subcontractor) Contractor: \_\_\_\_\_

By: \_\_\_\_\_ Title: President Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



**HRGreen**  
5525 Merle Hay Road, Suite 200  
Johnston, IA 50131  
(515) 278-2913 Fax (713) 965-0044

**RFP No. 04**  
Request For Proposal

<b>PROJECT:</b> Nevada WWTF Improvements -- Phase 2 Nevada, Iowa	<b>RFP Requested by:</b>
<b>TO CONTRACTOR:</b> Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Engineer <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Other <input type="checkbox"/> Date Issued 10/19/22

RFP is in Reference to:	
PCO	<input type="checkbox"/>
RFI	<input type="checkbox"/>
FD	<input type="checkbox"/>
Other	<input type="checkbox"/>

REGARDING/REFERENCE: Entrance Sign; Sheet C.11, Sheet C.33

**REQUESTED CHANGE:**

Provide cost credit proposal to eliminate the plant entrance sign in its entirety as detailed on Sheet C.33 and the surrounding landscaping rock with steel edging around the sign as shown on Sheet C.11.

This RFP is requested for a proposal to changes in the Work as indicated above. Contractor is requested to submit a Proposed Change Order (PCO) along with any supporting documentation such as breakdown of cost and/or material.

If you have any questions regarding this RFP, please contact Mike Roth at 515-657-5304.

Michael Roth, P.E.  
Project Manager

<b>NUCOR HARRIS REBAR</b>		<b>Nucor Harris Rebar Midwest LLC</b>		Change Order No.: <b>CO-0024</b>
<b>CHANGE ORDER</b>				
Sent To Customer				
Bid Item No.: 016	Job No.: 00521069	Job Description: FP - Nevada WWTF Improvements - P	Original C/O Date: 10/28/22	Revised C/O Date:
S/N To: W10719 Williams Brothers Construction Email: cheryl.bruno@wbclius				
Change Order Description: DEDUCT - ENTRANCE SIGN PER RFP-04				

Description	Type	Quantity	Unit Price	Line Amount
DEDUCT - ENTRANCE SIGN	Deduct	-1 LS	\$322.34	\$-322.34

CHANGE DESCRIPTION: ENTRANCE SIGN CREDIT

AUTHORIZED BY: Kurtis Knapp  
CONTRACTOR CONTACT INFO: kurtis@wbclius

DEDUCTED PLACING: 0.22 Tons

DEDUCTED WEIGHT  
BLACK BAR:  
#4-58  
#5-382

REMARKS: "The purpose of this change order is to capture the credit for the entrance sign Per RFP-04 changes to 00521069"

"Change orders / pricing requests will need to be approved before the release of material for fabrication/delivery. Pricing is valid for 10 days from the email date. Nucor Harris Rebar reserves the right to adjust this pricing if material is not shipped within a reasonable time frame."

Total: \$-322.34  
Deduction To Contract

Nucor Harris Rebar Midwest LLC  
1401 N. 15th Ave. E., Newton, IA 50208, USA T. 641-782-7142 F. 641-792-2820

Branch Copy

<b>WILLIAMS BROTHERS CONSTRUCTION, INC.</b>		<b>Contractor's / Subcontractor's Proposal Breakdown Summary</b>	
		Date: 08/15/23	RFP-06
Engineer: HR Green 5525 Merle Hay Rd. Suite 200 Johnston, IA 50131	OWNER: PROJECT: City of Nevada Nevada WWTF Phase 2 Nevada, IA	WBCL Project # 542	
<b>I DESCRIPTION OF CHANGE:</b> Proposal for T&M work completed to install additional water piping to service the Owner's future well per RFP-06.			
<b>II SUMMARY OF DETAILED BREAKDOWN</b>			
	Additions	Deletions	Net Total
A. MATERIAL	\$0.00	\$0.00	\$0.00
B. LABOR	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$0.00
E. NET TOTAL		(A+B+C+D+H+I)	\$0.00
F. OVERHEAD AND PROFIT		(E x 15%) - Deletion -0-	\$0.00
G. TOTAL WORK PERFORMED BY SUBCONTRACTOR		(Lines E + F)	\$0.00
<b>III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS</b> Detailed Breakdowns and summaries from each contractor must be attached.			
SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL	
1. J&K	Yard Piping	\$5,827.91	
2.			
3.			
4.			
5.			
6.			
7.			
II. SUBTOTAL of all work performed by contractor's subcontractors		\$5,827.91	
L. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H ±5%)	\$291.40	
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines H+I)	\$6,119.31	
K. PROPOSAL	(Lines G+J)	\$6,119.31	
L. SUPPLEMENTAL COSTS			
1. PER DIEM	(5% of LABOR)	\$0.00	
2. TEMPORARY FACILITIES	(2.5% of LABOR)	\$0.00	
M. BONDS	(2.0% of PROPOSAL)	\$171.34	
N. BUILDER'S RISK INSURANCE	(3% of PROPOSAL)	\$183.58	
IV. TOTAL PROPOSAL			
O. TOTAL PROPOSAL for subject CMR increase (4000000) in contract amount		\$6,413	
P. The work for this CMR will require an extension of time of 0 Calendar Days.			
Q. All costs are valid for 14 days.			
CONTRACTOR (SIGNATURE): Kurtis Knapp	Title: Project Manager	Date:	08/15/23



10703 Justin Drive  
 Urbandale, IA 50322  
 Phone 515-233-5500  
 Fax 515-278-2351

DATE: 6/21/2023

BILL TO: HR GREEN

DESCRIPTION	AMOUNT
<b>**EXTRA WORK FOR 2" RUN TO WELL</b>	
FOREMAN- 8.5 HOURS @ \$95	807.50
OPERATOR- 8.5 HOURS @ \$85	722.50
OPERATOR- 8.5 HOURS @ \$85	722.50
PIPELAYER- 8.5 HOURS @ \$75	637.50
TOPMAN- 8.5 HOURS @ \$75	637.50
JOHN DEERE 135- 2 HOURS @ \$230	460.00
Materials:	
2" Yelomine- 160' @ \$4.91	785.60
Curbstop & Box	150.00
MJ Cap- 2 ea	125.00
2" 90 Bend- 2 ea	250.00
10% Mark-up	\$ 529.81
<b>TOTAL</b>	<b>\$ 5,827.91</b>

Make all checks payable to J & K Contracting LLC  
 If you have any questions concerning this invoice, contact 515-233-5500

THANK YOU FOR YOUR BUSINESS!



HRGreen  
 5525 Merle Hay Road, Suite 200  
 Johnston, IA 50131  
 (515) 278-2913 Fax (713) 965-0044

RFP No. 06

Request For Proposal

<b>PROJECT:</b> Nevada WWTF Improvements – Phase 2 Nevada, Iowa	<b>RFP Requested by:</b>
<b>TO CONTRACTOR:</b> Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Engineer <input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Other <input type="checkbox"/> Date Issued 6/2/23

RFP is in Reference to:	
PCO	
RFI	
FO	
Other	Private Well Installation

REGARDING/REFERENCE: Private well water line from wellhead to 2" W at Administration Building

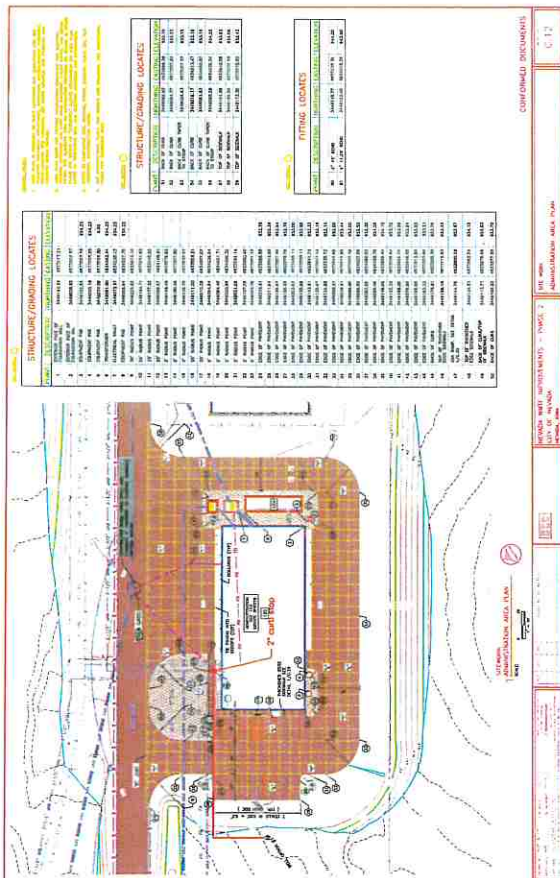
**REQUESTED CHANGE:**

Install 2" PVC water line between the private well location to existing 2" W service into Administration Building (see attached).  
 PVC pipe shall be same as previously used. All fittings shall be restrained joint.  
 For tie into previously installed 2" W pipe, use restrained 90 bend. Cap existing 2" W line installed along Entrance Drive towards 270<sup>th</sup> Street with caps on both ends.  
 Install 2-inch curb stop on pipe run from wellhead (see attached).  
 Install 2-inch male NPT fitting on 2" PVC line at wellhead for connection to pit-less well head unit. HRG will provide additional information on pit-less wellhead for connection details once received.  
 Bury depth of pipe shall be five (5) feet, minimum.  
 Separation between adjacent gas service line should be maintained at four to five feet as possible.

This RFP is requested for a proposal to changes in the Work as indicated above. Contractor is requested to submit a Proposed Change Order (PCO) along with any supporting documentation such as breakdown of cost and/or material.

If you have any questions regarding this RFP, please contact Michael Roth at 515-657-5304.

Michael Roth, P.E.  
 Project Manager



Contractor's / Subcontractor's Proposal Breakdown Summary			
Date: 10/17/23		RFP-07R1	
<b>Engineer:</b> HR Green 5525 Merle Hay Rd. Suite 200 Johnston, IA 50131	<b>OWNER:</b> City of Nevada <b>PROJECT:</b> Nevada WWTF Phase 2 Nevada, IA	<b>WBCI Project #</b> 542	
<b>I DESCRIPTION OF CHANGE:</b> Revised Proposal to add plant effluent water isolation valves as detailed in RFP-07			
<b>II SUMMARY OF DETAILED BREAKDOWN</b>			
	Additions	Deletions	Net Total
A. MATERIAL	\$0.00	\$0.00	\$0.00
B. LABOR	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR)	- Deletion -0-	\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR)	- Deletion -0-	\$0.00
E. NET TOTAL	(A+B+C+D)	+D2	\$0.00
F. OVERHEAD AND PROFIT	(E x 15%)	- Deletion -0-	\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)		\$0.00
<b>III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS</b> Detailed Breakdowns and summaries from each contractor must be attached.			
<b>SUBCONTRACTOR: Firm Name</b>	<b>CONTRACT WORK: Description</b>	<b>PROPOSAL</b>	
1. MJ O'Conner	Plumbing	\$846.27	
2.			
3.			
4.			
5.			
6.			
7.			
H. SUBTOTAL of all work performed by contractor's subcontractors		\$846.27	
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x 5%)	\$42.31	
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines H+I)	\$888.58	
K. PROPOSAL	(Lines O+J)	\$888.58	
L. SUPPLEMENTAL COSTS			
1. PER DIEM	(5% of LABOR)	\$0.00	
2. TEMPORARY FACILITIES	(1.5% of LABOR)	\$0.00	
M. BONDS	(2.8% of PROPOSAL)	\$24.88	
N. BUILDER'S RISK INSURANCE	(2% of PROPOSAL)	\$17.77	
IV TOTAL PROPOSAL		\$931	
O. TOTAL PROPOSAL for subject CMR increase (decrease) in contract amount		\$931	
P. The work for this CMR will require an extension of time of 0 Calendar Days.			
Q. All costs are valid for 14 days.			
<b>CONTRACTOR (SIGNATURE):</b> Kurtis Knapp	<b>Title:</b> Project Manager	<b>Date:</b> 10/17/23	











HRGreen

5825 Merle Hay Road, Suite 200  
Johnston, IA 50131  
(515) 278-2915 Fax (713) 965-0044

# RFP No. 008

Request For Proposal

<b>PROJECT:</b> Nevada WWTF Improvements – Phase 2 Nevada, Iowa	<b>RFP Requested by:</b>
<b>TO CONTRACTOR:</b> Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Engineer <input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Other <input type="checkbox"/> Date Issued 9/12/23

RFP is in Reference to:	
PCO	
RFI	100
FO	
Other	

REGARDING/REFERENCE: Access Control System (Specification Section 28 1000); Video Surveillance (Specification Section 28 200); Gate Operator and Accessories (Specification Section 32 3114)

### REQUESTED CHANGE:

- Spec Section 28 1000 Access Control – Modifications: (Per RFI #100 Response)
- Remove all access control units (Drive ACS3000 Controller) from scope and provide credit. Quantity 3. Locations: Admin Building, Secondary Building, and Main Gate Network Panel CP-1002.
  - Remove all readers and keypads (HID RP-10 (Doors) and RPK40 (Gate)) and provide credit. Provide blank cover on box in place of mounting card reader at doors at Admin (door 1201) and Secondary (door 3505)
  - All other components of access control system and accessories shall be installed per plans and specs.
- Spec Section 28 200 Video Surveillance - Modifications.
- Remove all cameras and associated mounting brackets/accessories and provide credit. Quantity 7.
  - Circuit C1005 associated with Camera 1: Terminate cable and coil in base of pole for future camera connection.
  - Circuit C1002 associated with Camera 2: Terminate cable and coil in base of pole for future camera connection.
  - Circuit C5710 associated with Camera 3: Removed conductors, install pull string, and cap conduit at future camera location.
  - Circuit C3217 associated with Camera 4: Terminate cable and coil in base of pole for future camera connection.
  - Circuit C3218 associated with Camera 5 & 7: Terminate cables and coil in base of pole for future camera connections.
  - Circuit C3219 associated with Camera 6: Terminate cable and coil in base of pole for future camera connection.

### Spec Section 32 3114 Gate Operators and Accessories - Modifications.

- Supply/install quantity 2 Linear AK-11 Exterior Digital Keypad or Gate Operator Supplier recommended equivalent. Keypads shall be mounted on dual height stanchion (previously submitted under Div. 28 1000).
- Supply and install necessary cabling between stanchion mounted keypads and gate control. Utilize conduits currently in design – see circuits C1006 and C1011.

This RFP is requested for a proposal to changes in the Work as indicated above. Contractor is requested to submit a Proposed Change Order (PCO) along with any supporting documentation such as breakdown of cost and/or material.

If you have any questions regarding this RFP, please contact Mike Roth at 515-657-5304.

Michael Roth  
Project Manager

Contractor's / Subcontractor's Proposal Breakdown Summary																																
Date: 07/17/23 COR-12R2/FO-30																																
<b>Engineer:</b> HR Green 5825 Merle Hay Rd. Suite 200 Johnston, IA 50131	<b>OWNER:</b> City of Nevada Nevada WWTF Phase 2 Nevada, IA	<b>PROJECT:</b> WBCI Project # 542																														
<b>I DESCRIPTION OF CHANGE:</b> Revised proposal for T&M work completed as described in Field Order 30, including removing & reinstalling sections of 30" OF and 20" Clarifier influent.																																
<b>II SUMMARY OF DETAILED BREAKDOWN</b>																																
	<table border="1"> <thead> <tr> <th>Additions</th> <th>Deletions</th> <th>Net Total</th> </tr> </thead> <tbody> <tr> <td>A. MATERIAL</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>B. LABOR</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>C. EQUIPMENT</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>D. OTHER COSTS</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>1. SAFETY (1% of LABOR) - Deletion-0-</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>2. EXPENDABLE TOOLS (2.5% of LABOR) - Deletion-0-</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>E. NET TOTAL (A+B+C+D+D2)</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>F. OVERHEAD AND PROFIT (E x 15%) - Deletion-0-</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>G. TOTAL WORK PERFORMED BY CONTRACTOR (Lines E + F)</td> <td></td> <td>\$0.00</td> </tr> </tbody> </table>	Additions	Deletions	Net Total	A. MATERIAL	\$0.00	\$0.00	B. LABOR	\$0.00	\$0.00	C. EQUIPMENT	\$0.00	\$0.00	D. OTHER COSTS	\$0.00	\$0.00	1. SAFETY (1% of LABOR) - Deletion-0-		\$0.00	2. EXPENDABLE TOOLS (2.5% of LABOR) - Deletion-0-		\$0.00	E. NET TOTAL (A+B+C+D+D2)		\$0.00	F. OVERHEAD AND PROFIT (E x 15%) - Deletion-0-		\$0.00	G. TOTAL WORK PERFORMED BY CONTRACTOR (Lines E + F)		\$0.00	
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2. EXPENDABLE TOOLS (2.5% of LABOR) - Deletion-0-		\$0.00																														
E. NET TOTAL (A+B+C+D+D2)		\$0.00																														
F. OVERHEAD AND PROFIT (E x 15%) - Deletion-0-		\$0.00																														
G. TOTAL WORK PERFORMED BY CONTRACTOR (Lines E + F)		\$0.00																														
<b>III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS</b> Detailed Breakdown and summaries from each contractor must be attached.																																
<b>SUBCONTRACTOR:</b> Firm Name 1. J&K 2. 3. 4. 5. 6. 7.	<b>CONTRACT WORK:</b> Description Yard Piping	<b>PROPOSAL:</b> \$12,985.50																														
<b>IV TOTAL PROPOSAL</b>																																
<b>H. SUBTOTAL of all work performed by contractor's subcontractors</b>		\$12,985.50																														
<b>I. CONTRACTOR'S MARK-UP on work of subcontractors</b> (Line H x 5%)		\$649.28																														
<b>J. TOTAL WORK PERFORMED BY SUBCONTRACTOR</b> (Lines H+I)		\$13,634.78																														
<b>K. PROPOSAL</b> (Lines G+J)		\$13,634.78																														
<b>L. SUPPLEMENTAL COSTS</b>																																
<b>1. PER DIEM</b> (5% of LABOR)		\$0.00																														
<b>2. TEMPORARY FACILITIES</b> (2.5% of LABOR)		\$0.00																														
<b>M. BONDS</b> (2.8% of PROPOSAL)		\$381.77																														
<b>N. BUILDER'S RISK INSURANCE</b> (2% of PROPOSAL)		\$272.70																														
<b>Q. TOTAL PROPOSAL</b>		\$14,289																														
<b>P. The work for this CMR will require an extension of time of 0 Calendar Days.</b> <b>Q. All costs are valid for 14 days.</b>																																
<b>CONTRACTOR (SIGNATURE):</b> <i>Kurtis Knapp</i> Title: Project Manager Date: 07/17/23																																



10703 Justin Drive  
Urbandale, IA 50322  
Phone 515-233-5500  
Fax 515-278-2351

DATE: 7/12/2023

Bill To: HR GREEN

DESCRIPTION	AMOUNT
<b>**EXTRA WORK FOR 20" T&amp;M @ Clarifiers</b>	
FOREMAN- 11 HOURS @ \$95	1,045.00
OPERATOR- 11 HOURS @ \$85	935.00
OPERATOR- 11 HOURS @ \$85	935.00
PIPELAYER- 11 HOURS @ \$75	825.00
TOPMAN- 11 HOURS @ \$75	825.00
JOHN DEERE 135- 11 HOURS @ \$230	2,530.00
Materials:	
1 load of porous backfill for around tank	720.00
10% Mark-up	
<b>TOTAL</b>	
	<b>\$ 8,596.50</b>

Make all checks payable to J & K Contracting LLC  
If you have any questions concerning this invoice, contact 515-233-5500

THANK YOU FOR YOUR BUSINESS!



10703 Justin Drive  
 Urbandale, IA 50322  
 Phone 515-233-5500  
 Fax 515-278-2351

DATE: 7/12/2023



5525 Merle Hay Road, Suite 200  
 Johnston, IA 50131  
 (515) 278-2913 Fax (515) 278-1846

FO No. 30

Field Order

Bill To: HR GREEN

DESCRIPTION	AMOUNT
**EXTRA WORK FOR 30" OE T&M @ Clarifiers	
FOREMAN- 6 HOURS @ \$95	570.00
OPERATOR- 6 HOURS @ \$85	510.00
OPERATOR- 6 HOURS @ \$85	510.00
PIPELAYER- 6 HOURS @ \$75	450.00
TOPMAN- 6 HOURS @ \$75	450.00
JOHN DEERE 350- 6 HOURS @ \$250	1,500.00
	10% Mark-up \$ 399.00
	<b>TOTAL \$ 4,389.00</b>

Make all checks payable to J & K Contracting LLC  
 If you have any questions concerning this invoice, contact 515-233-5500

THANK YOU FOR YOUR BUSINESS!

PROJECT: Nevada Wastewater Treatment Facility - Phase 2 Nevada, Iowa	FO Instructed by:
TO CONTRACTOR: Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Engineer <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Other <input type="checkbox"/> Date Issued 12/8/2022

FO is in Reference to:	FO is intended to:
PCO <input type="checkbox"/>	<input checked="" type="checkbox"/> Clarify Drawings
RFP <input type="checkbox"/>	<input type="checkbox"/> Clarify Specifications
RFI <input type="checkbox"/>	<input type="checkbox"/> Clarify Procedures
Other <input type="checkbox"/>	<input type="checkbox"/> Transmit drawings or documents
	<input type="checkbox"/> Other

REGARDING/REFERENCE:

Drawing sheet: P.381

INSTRUCTION:

The following yard piping conflicts were identified at the secondary clarifier yard piping plan:  
 1) 30" Oxidation Ditch Effluent (Invt. Elevation 907.25 @ Fitting 9) in conflict with 6" Clarifier Drain (Invt. Elevation 908.5 @ Fitting 34).

2) Clarifier #2 20" Influent (Invt. Elevation 903.17 @ Fitting 16) in conflict with Clarifier #1 10" RAS (Invt. Elevation 903 @ Fitting 20 & 21).

The following adjustments shall be made to yard fitting locations and elevations as given in the Fitting Schedule on sheet P.381:

Point #	Revised Northing	Revised Easting	Revised Elevation	Comments
8	N/A	N/A	N/A	Rotate 30" 45 Bend around the pipe axis to deflect vertically as necessary connect to next fitting #9
9	N/A	N/A	911.5	Revise elevation and Rotate 30" 45 Bend around the pipe axis to deflect vertically as necessary to connect to next fitting #8.
14	3448412.86	4934981.50	914.5	Relocate 20" 45 Bend as shown in

15	3448407.98	4934969.72	901.75	attached plan. Revise elevation and Relocate 20" 45 Bend as shown in attached plan.
16	N/A	N/A	914.5	Revise 20" 45 Bend fitting elevation.
17	3448493.10	4935014.66	914.5	Relocate 20" 45 Bend as shown in attached plan.
18	3448504.89	4935009.80	901.75	Revise elevation and Relocate 20" 45 Bend as shown in attached plan.
19	N/A	N/A	914.50	Revise 20" 45 Bend fitting elevation.

See attached plan for revised fitting locations and elevations shown in RED. Previous revisions to the Fitting Schedule from Field Order 14 are shown in BLUE. Piping to maintain a constant slope between the revised fitting elevations.

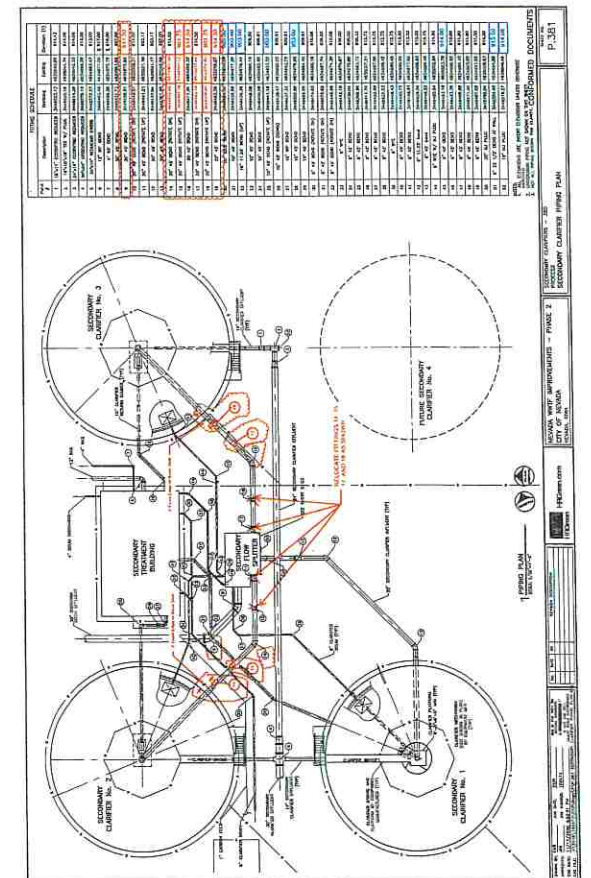
Contractor shall review revised fitting locations and elevations and notify engineer if any additional conflicts are found prior to construction.



Contractor shall confirm elevations of the previously installed water lines that cross the with 30" Oxidation Ditch Effluent and notify the Engineer if there is a conflict with the revised Oxidation Ditch Effluent pipe elevation.

If, in your opinion, this instruction involves work which changes the Contract Price or Time, you must submit a Proposed Change Order, or notice as required in the Contract Documents.

If you have any questions regarding this FO, please contact Michael Roth at 515-657-5304 or mroth@hrgreen.com.

Michael Roth, PE  
 Project Manager



Contractor's / Subcontractor's Proposal Breakdown Summary			
			
Date: 05/01/23      COR-13/FO-26			
Engineer: HR Green 5525 Merle Hay Rd. Suite 200 Johnston, IA 50131	OWNER: PROJECT: WBCI Project #	City of Nevada Nevada WWTF Phase 2 Nevada, IA 242	
<b>I DESCRIPTION OF CHANGE:</b> Proposal for piping revisions required at 30" effluent from UV Building to SAN-07. Piping revisions required due to SAN-07 (installed by phase 1 contractor) at a location off from that shown in our documents. BKK is proposing to add a 11.25 fitting to allow the piping to fit to the manhole as discussed with HRG during a conference call on 4/26/23. This revision is required because the original proposed method in FO-26 did not work in the field.			
<b>II SUMMARY OF DETAILED BREAKDOWN</b>			
	Additions      Deletions      Net Total		
A. MATERIAL	\$0.00	\$0.00	\$0.00
B. LABOR	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$0.00
E. NET TOTAL	(A+B+C+D+1+2)		\$0.00
F. OVERHEAD AND PROFIT	(E x 15%) - Deletion -0-		\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)		\$0.00
<b>III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS</b> Detailed Breakdown and summaries from each contractor must be attached.			
SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL	
1. J&K	Yard Piping	\$8,684.26	
2.			
3.			
4.			
5.			
6.			
7.			
II. SUBTOTAL of all work performed by contractor's subcontractors		\$8,684.26	
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line II x 5%)	\$434.21	
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines H+I)	\$9,118.47	
K. PROPOSAL	(Lines G+J)	\$9,118.47	
L. SUPPLEMENTAL COSTS			
1. PER DIEM	(5% of LABOR)	\$0.00	
2. TEMPORARY FACILITIES	(2.5% of LABOR)	\$0.00	
M. BONDS	(2.8% of PROPOSAL)	\$255.32	
N. BUILDER'S RISK INSURANCE	(2% of PROPOSAL)	\$182.37	
IV TOTAL PROPOSAL			
O. TOTAL PROPOSAL for subject CMR increase (decrease) in contract amount		\$9,556	
P. The work for this CMR will require an extension of time of 0 Calendar Days.			
Q. All costs are valid for 14 days.			
CONTRACTOR (SIGNATURE)	 Kurtis Knapp	Title: Project Manager	Date: 05/01/23



10703 Justin Drive  
 Urbondale, IA 50322  
 Phone 515-233-5500  
 Fax 515-278-2351

DATE: 4/28/2023

Bill To: HR GREEN

DESCRIPTION	AMOUNT
**EXTRA WORK FOR ATTEMPTING FIELD ORDER 26 30" @ UV	
Hours for attempt at 30" per field order 26	
FOREMAN- 6 HOURS @ \$95	570.00
OPERATOR- 6 HOURS @ \$85	510.00
OPERATOR- 6 HOURS @ \$85	510.00
PIPELAYER- 6 HOURS @ \$75	450.00
TOPMAN- 6 HOURS @ \$75	450.00
JOHN DEERE 135- 1 HOUR @ \$230	230.00
Hours and Material For New Field Order	
FOREMAN- 6 HOURS @ \$95	570.00
OPERATOR- 6 HOURS @ \$85	510.00
OPERATOR- 6 HOURS @ \$85	510.00
PIPELAYER- 6 HOURS @ \$75	450.00
TOPMAN- 6 HOURS @ \$75	450.00
30" 11.25 BEND- 1 EA	2,454.78
JOHN DEERE 135- 1 HOUR @ \$230	230.00
10% Mark-up	\$ 789.48
<b>TOTAL</b>	<b>\$ 8,684.26</b>

Make all checks payable to J & K Contracting LLC.  
 If you have any questions concerning this invoice, contact 515-233-5500

THANK YOU FOR YOUR BUSINESS!



HRGreen  
 5525 Merle Hay Road, Suite 200  
 Johnston, IA 50131  
 (515) 278-2913 Fax (515) 278-1846

FO No. 26

Field Order

If you have any questions regarding this FO, please contact Mike Roth at 515-657-5304.

Mike Roth, PE  
 Project Manager

<b>PROJECT:</b> Nevada Wastewater Treatment Facility - Phase 2 Nevada, Iowa	<b>FO Instructed by:</b>
<b>TO CONTRACTOR:</b> Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Engineer <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Other <input type="checkbox"/> Date Issued 7/26/22

<b>FO is in Reference to:</b> PCO <input type="checkbox"/> RFP <input type="checkbox"/> RFI <input type="checkbox"/> Other <input type="checkbox"/>	<b>FO is intended to:</b> <input type="checkbox"/> Clarify Drawings <input type="checkbox"/> Clarify Specifications <input type="checkbox"/> Clarify Procedures <input checked="" type="checkbox"/> Transmit drawings or documents <input type="checkbox"/> Other
---	--

REGARDING/REFERENCE:  
 30" Final Effluent from UV Building (420) to Existing MH SAN07 - DWG C.17 & DWG C.09

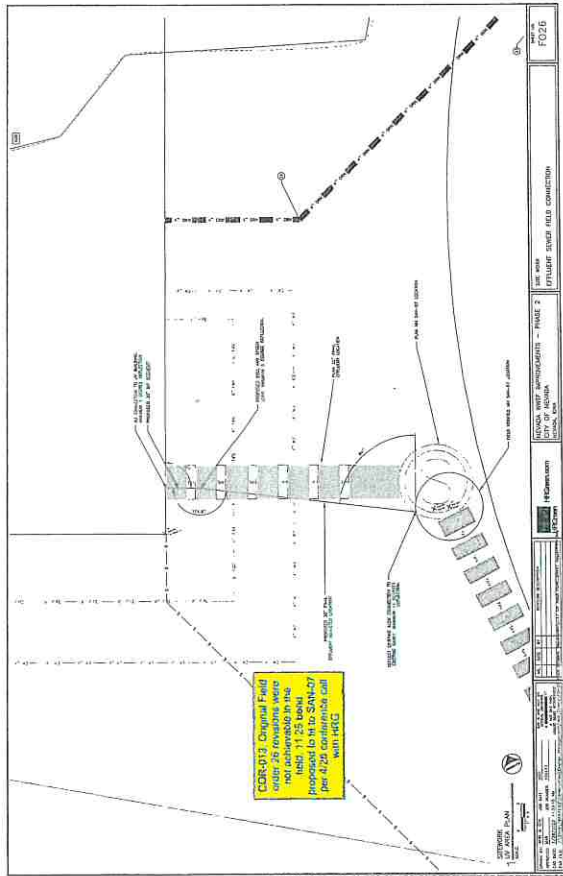
INSTRUCTION:  
 Field verification of existing manhole SAN07 location indicates SAN07 is located approximately 2.5' south of the plan location. Please revise the alignment of the 30" Final Effluent Pipe as follows to accommodate the field verified location of manhole SAN07:

- 1) Deflect MJ connection(s) (wall pipe) by a maximum of 1 Degree.
- 2) Deflect Bell and Spigot joints (Tyton Joints) by a maximum of 5 Degrees.
- 3) Deflect existing ALOK connection to manhole SAN07 by a maximum of 15 Degrees.
- 4) The following joints and fittings may be used as necessary to make connection to SAN07: Couplings, Mechanical Joints, Bell and Spigot Joints, and Sleeves. Deflections at joints shall not exceed manufacturer's installation requirements. Joints and fittings shall conform to plans and specifications.

See attached drawings for proposed realignment of the 30" final effluent sewer with deflected joints. Contractor may include additional joints and fittings to reduce the deflection angles as shown in attached drawings. Contractor shall receive approval from Engineer for alternative jointing arrangements prior to installation.

If, in your opinion, this instruction involves work which changes the Contract Price or Time, you must submit a Proposed Change Order, or notice as required in the Contract Documents.





**Contractor's / Subcontractor's Proposal Breakdown Summary**

Date: 05/12/23      COR-14/FO-35

Engineer: HR Green, 5525 Merle Hay Rd, Suite 200, Johnston, IA 50131  
 OWNER: City of Nevada, Nevada WWTF Phase 2, Nevada, IA  
 PROJECT: Nevada WWTF Phase 2  
 WRCI Project # 542

**I DESCRIPTION OF CHANGE:**  
 Proposal to change subdrain piping sizes at Headworks and UV areas per Field Order 35.

**II SUMMARY OF DETAILED BREAKDOWN**

	Additions	Deletions	Net Total
A. MATERIAL	\$0.00	\$0.00	\$0.00
B. LABOR	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY (1% of LABOR) - Deletion -0-			\$0.00
2. EXPENDABLE TOOLS (2.5% of LABOR) - Deletion -0-			\$0.00
E. NET TOTAL (A+B+C+D+1+2)			\$0.00
F. OVERHEAD AND PROFIT (5 x 1%) - Deletion -0-			\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR (Lines E + F)			\$0.00

**III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS**  
 Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. J&K	Yard Piping	\$2,262.70
2.		
3.		
4.		
5.		
6.		
7.		
H. SUBTOTAL of all work performed by contractor's subcontractors		\$2,262.70
I. CONTRACTOR'S MARK-UP on work of subcontractors (Line H x 5%)		\$113.14
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR (Lines H+I)		\$2,375.84
K. PROPOSAL (Lines G+J)		\$2,375.84
L. SUPPLEMENTAL COSTS		
1. PER DIEM (5% of LABOR)		\$0.00
2. TEMPORARY FACILITIES (2.5% of LABOR)		\$0.00
M. BONDS (2.8% of PROPOSAL)		\$66.52
N. BUILDER'S RISK INSURANCE (2% of PROPOSAL)		\$47.52
IV TOTAL PROPOSAL		\$2,490
O. TOTAL PROPOSAL for subject CMR increase-(decrease)-in contract amount		\$2,490
P. The work for this CMR will require an extension of time of ___ 0 ___ Calendar Days.		
Q. All costs are valid for 14 days.		

CONTRACTOR (SIGNATURE): *Kurtis Knapp*      Title: Project Manager      Date: 05/12/23



10703 Justin Drive  
 Urbandale, IA 50322  
 Phone 515-233-5500  
 Fax 515-278-2351

DATE: 5/2/2023

Bill To: HR GREEN

DESCRIPTION	AMOUNT
**EXTRA MATERIAL COSTS FOR SWITCHING ROOF DRAIN SIZING	
6" SUBDRAIN MATERIAL FOR ROOF DRAINS	1,940.00
COUPLINGS	117.00
10% Mark-up	\$ 205.70
<b>TOTAL</b>	<b>\$ 2,262.70</b>

Make all checks payable to J & K Contracting LLC  
 If you have any questions concerning this invoice, contact 515-233-5500

THANK YOU FOR YOUR BUSINESS!



5525 Merle Hay Road, Suite 200  
 Johnston, IA 50131  
 (515) 278-2913 Fax (515) 278-1646

FO No. 35

Field Order

<b>PROJECT:</b> Nevada Wastewater Treatment Facility - Phase 2 Nevada, Iowa	<b>FO Instructed by:</b>
<b>TO CONTRACTOR:</b> Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Engineer <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Other <input type="checkbox"/> Date Issued 4/28/23

<b>FO is in Reference to:</b>	<b>FO is intended to:</b>
PCO <input type="checkbox"/>	<input checked="" type="checkbox"/> Clarify Drawings
RFP <input type="checkbox"/>	<input type="checkbox"/> Clarify Specifications
RFI <input type="checkbox"/>	<input type="checkbox"/> Clarify Procedures
Other <input type="checkbox"/>	<input type="checkbox"/> Transmit drawings or documents
	<input type="checkbox"/> Other

REGARDING/REFERENCE:

Buildings 210 & 420 roof drain connections/yard piping; DWGS C.23, M.211, M.420

INSTRUCTION:

Change storm yard piping from 4" size to 6" size subdrain pipe (same material as previously submitted.)  
 See RED text markups on attached C.23. (Blue text markups are from previous revisions.)

If, in your opinion, this instruction involves work which changes the Contract Price or Time, you must submit a Proposed Change Order, or notice as required in the Contract Documents.

If you have any questions regarding this FO, please contact Mike Roth at 515-657-5304.

Mike Roth  
 Project Manager





Contractor's / Subcontractor's Proposal Breakdown Summary			
		Date: 10/17/23	COR-017
Engineer: HR Green 5525 Merle Hay Rd. Suite 200 Johnston, IA 50131	OWNER: City of Nevada PROJECT: Nevada WWTF Phase 2 Nevada, IA WBCI Project # 542		
<b>I DESCRIPTION OF CHANGE:</b> Proposal to add material only for standard door closers, drop plates & spacers in lieu of automatic openers at openings 1201, 1202A, 3502B as directed in RFI-110 response. Existing hardware to be turned over to the Owner.			
<b>II SUMMARY OF DETAILED BREAKDOWN</b>			
	Additions	Deletions	Net Total
A. MATERIAL	\$0.00	\$0.00	\$0.00
B. LABOR	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$0.00
E. NET TOTAL	(A+B+C+D1+D2)		\$0.00
F. OVERHEAD AND PROFIT	(E x 15%) - Deletion -0-		\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)		\$0.00
<b>III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS</b> Detailed Breakdowns and summaries from each contractor must be attached.			
SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL	
1. Walsh Door & Security	Door Hardware Supplier	\$1,890.00	
2.			
3.			
4.			
5.			
6.			
7.			
II. SUBTOTAL of all work performed by contractor's subcontractors		\$1,890.00	
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x 5%)	\$94.50	
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines I+H)	\$1,984.50	
K. PROPOSAL	(Lines G+J)	\$1,984.50	
L. SUPPLEMENTAL COSTS			
1. PER DIEM	(5% of LABOR)	\$0.00	
2. TEMPORARY FACILITIES	(2.5% of LABOR)	\$0.00	
M. BONDS	(2.8% of PROPOSAL)	\$55.57	
N. BUILDER'S RISK INSURANCE	(2% of PROPOSAL)	\$39.69	
IV TOTAL PROPOSAL		\$2,089	
O. TOTAL PROPOSAL for subject CMR increase (decrease) in contract amount		\$2,089	
P. The work for this CMR will require an extension of time of 0 Calendar Days.			
Q. All costs are valid for 14 days.			
CONTRACTOR (SIGNATURE) <i>Kurtis Knapp</i>	Title: Project Manager	Date: 10/17/23	



Change Order Proposal

Date: September 11, 2023  
 Customer: Williams Brothers Construction Inc.  
 Contact: Kurtis Knapp  
 Salesperson: Michael Metzger

Project Name: Nevada WWTF

Per your Request  
 Opening #1201, 1202A, 3502B – 1 replacement closer, drop plate, and spacer (for push side mounting)

Add to Base Bid..... \$1,890.00

Price valid for thirty (30) days from date above.

Qualifications:  
 Materials Supplier Only.

Excludes the following (unless otherwise noted):  
 Installation  
 Phased shipment/deliveries

F.O.B. Point: Job Site  
 Terms: Net 30 Days with approved credit. No retainage allowed.  
 Service Charge: 1 1/2% per month of fraction thereof for all unpaid accounts over 30 days old, not to exceed 18% per annum.

Acceptance of Contract: The prices, scope of work, specifications and support services as presented within the scope of this proposal are satisfactory and are hereby agreed to and accepted. By signing below and initialing each page you acknowledge that you have read and agree to the terms and conditions posted at <https://www.walshdoor.com/terms.pdf>. Walsh Door & Security is authorized to perform the work as specified and payment terms are agreed upon and accepted. Final authorization of the agreement is based on the acceptance and full execution of this proposal by a duly authorized representative, officer of corporation or individual.

Company (Printed) \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Name (Printed) \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_

Page 1 of 1

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 p. 319.243.5114  
 info@walshdoor.com

KANSAS CITY  
 6206 Burlington Street  
 North Kansas City, MO 64116  
 p. 816.472.4500



RFI# 110 REQUEST FOR INFORMATION	
Subject: Door Opener and Circuit Location: Admin Building 120	
Owner: City of Nevada, IA  Project: Nevada WWTF Improvements - Phase 2 Engineer: HR Green, Inc. 5525 Merle Hay Road, Ste 200 Johnston, IA 50131  General Contractor: Williams Brothers Construction, Inc P.O. Box 1366 Peoria, IL 61654 Attn: Kurtis Knapp	Routing: <input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Contractor <input checked="" type="checkbox"/> Engineer  <input type="checkbox"/> Other
Drawing No.: E.121	Spec. Section: 08 7102 Other: N/A
<b>REQUEST</b>	
Door hardware schedule for hardware set 18 door 1202A indicates a auto opener to be powered by shared power supply with 1201. Electrical drawing E.121 does not indicate any circuit or operator at this door. Please verify if circuit is needed for operator and if push pads are needed for ADA access and where they are to be located.	
BY: Kurtis Knapp	Initial/Contractor: WBCI DATE: 8/8/23
<b>RESPONSE</b>	
There will be no automatic personnel door openers anywhere on the project, so nothing is required from CEC.	
A Field Order/RFP will be issued to replace the auto personnel door operators with door closers in the door hardware schedule.	
BY: Andy Venzke - HRG	Initial/Engineer: ARV DATE: 8/28/23

Kurtis Knapp

From: Kurtis Knapp  
 Sent: Saturday, September 9, 2023 8:47 AM  
 To: Roth, Michael  
 Cc: dwesley101@gmail.com; Siefkas, Jesse; Dave Harrison; Venzke, Andy; Michael Metzger  
 Subject: RE: Nevada WWTF update - RFI-110 Door Operators

Mike,

I would assume so. I'll arrange for that with Walsh Door.

Thanks,  
 Kurtis Knapp  
 Williams Brothers Construction Inc.  
 Cell: (815) 878-4845

From: Roth, Michael <mroth@hrgreen.com>  
 Sent: Tuesday, September 5, 2023 1:35 PM  
 To: Kurtis Knapp <kurtis@wbc.com>  
 Cc: dwesley101@gmail.com; Siefkas, Jesse <jiefkas@hrgreen.com>; Dave Harrison <daharrison@F-W.com>; Venzke, Andy <avenzke@hrgreen.com>  
 Subject: RE: Nevada WWTF update - RFI-110 Door Operators

Sorry, I didn't read far enough down.  
 If they cannot be returned and are offering no credit can the auto operators be given to the City anyways?

Sincerely,

Michael Roth, PE  
 Senior Project Manager - Water | Principal  
 HR Green | Building Communities. Improving Lives.

5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448  
 Main 515.278.2913 | Fax 713.965.0044 | Direct 515.657.5304 | Cell 515.249.2538  
 HRGREEN.COM

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From: Kurtis Knapp <kurtis@wbc.com>  
 Sent: Tuesday, September 5, 2023 12:43 PM  
 To: Roth, Michael <mroth@hrgreen.com>  
 Cc: dwesley101@gmail.com; Siefkas, Jesse <jiefkas@hrgreen.com>; Dave Harrison <daharrison@F-W.com>; Venzke, Andy <avenzke@hrgreen.com>  
 Subject: RE: Nevada WWTF update - RFI-110 Door Operators

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

Mike,

Ok, thanks for clarifying. Didn't think about Building 350.

See previous email from Walsh Door below – they are not offering a credit for the operators.

Thanks,

Kurtis Knapp  
Williams Brothers Construction Inc.  
Cell: (815) 878-4845

From: Roth, Michael <mroth@hrgreen.com>  
Sent: Tuesday, September 5, 2023 10:28 AM  
To: Kurtis Knapp <kurtis@wbci.us>  
Cc: dwesley101@gmail.com; Siefkas, Jesse <jsiefkas@hrgreen.com>; Dave Harrison <daharrison@F-W.com>; Venzke, Andy <avenzke@hrgreen.com>  
Subject: RE: Nevada WWTF update - RFI-110 Door Operators

Kurtis,

Auto operators need changed to closers at the following doors:

1. 1201 (Admin)
2. 1202A (Admin)
3. 3502B (Secondary Treatment Bldg)

Auto operators are not required by 2018 IBC code used on this project.

Is there any credit for the elimination of the auto operators?

Sincerely,

Michael Roth, PE  
Senior Project Manager – Water | Principal  
HR Green | Building Communities. Improving Lives.



5525 Marle Hay Road | Suite 200 | Johnston, IA 50131-1448  
Main 515.278.2913 | Fax 713.965.0044 | Direct 515.657.5304 | Cell 515.249.2538  
HRGREEN.COM

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

From: Kurtis Knapp <kurtis@wbci.us>  
Sent: Thursday, August 31, 2023 4:57 PM  
To: Roth, Michael <mroth@hrgreen.com>  
Cc: dwesley101@gmail.com; Siefkas, Jesse <jsiefkas@hrgreen.com>  
Subject: FW: Nevada WWTF update - RFI-110 Door Operators

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

Mike,

2

Kurtis – The operators and other items are well past their return date. We will take them back scrap them but we will be unable to issue any sort of credit for them.

Michael Metzen, DHT | Project Manager  
Walsh Door & Security  
2600 Delaware Avenue, Des Moines, IA 50317  
p. 515.262.9822 | c. 515.657.1669  
mmetzen@WalshDoor.com | WalshDoor.com



100 YEARS OF QUALITY SERVICE & SOLUTIONS

From: Kurtis Knapp <kurtis@wbci.us>  
Sent: Thursday, August 24, 2023 2:38 PM  
To: Michael Metzen <mmetzen@walshdoor.com>  
Subject: RE: Nevada WWTF update

Michael,

Can the opener and associated equipment be returned?

Kurtis Knapp  
Williams Brothers Construction Inc.  
Cell: (815) 878-4845

From: Michael Metzen <mmetzen@walshdoor.com>  
Sent: Tuesday, August 22, 2023 2:31 PM  
To: Kurtis Knapp <kurtis@wbci.us>  
Subject: RE: Nevada WWTF update

Kurtis – We do not know how this was prepped by the aluminum door supplier. The only cost that I would see is the addition of the closer for this opening.

Michael Metzen, DHT | Project Manager  
Walsh Door & Security  
2600 Delaware Avenue, Des Moines, IA 50317  
p. 515.262.9822 | c. 515.657.1669  
mmetzen@WalshDoor.com | WalshDoor.com



100 YEARS OF QUALITY SERVICE & SOLUTIONS

From: Kurtis Knapp <kurtis@wbci.us>  
Sent: Monday, August 21, 2023 5:31 PM

4

We received RFI-110 response and will await the forthcoming RFP/FO to revise the hardware schedule. We have also received updated pricing for a replacement closer – see below and attached from Walsh door. My understanding is that the auto operator would need to be swapped for closers at both 1201 and 1202A. Please confirm. If so, the change in cost would just be the (2) additional closers, no change in labor cost.

Also wanted to double-check that there are no ADA/code requirements for access to the office space before proceeding.

Thanks,  
Kurtis Knapp  
Williams Brothers Construction Inc.  
Cell: (815) 878-4845

From: Michael Metzen <mmetzen@walshdoor.com>  
Sent: Monday, August 28, 2023 4:36 PM  
To: Kurtis Knapp <kurtis@wbci.us>  
Subject: RE: Nevada WWTF update

Kurtis,

Please see attached. Let us know if this is approved so we can get this on order right away.

Thanks,

Michael Metzen, DHT | Project Manager  
Walsh Door & Security  
2600 Delaware Avenue, Des Moines, IA 50317  
p. 515.262.9822 | c. 515.657.1669  
mmetzen@WalshDoor.com | WalshDoor.com



From: Kurtis Knapp <kurtis@wbci.us>  
Sent: Monday, August 28, 2023 10:49 AM  
To: Michael Metzen <mmetzen@walshdoor.com>  
Subject: RE: Nevada WWTF update

Ok, can you send a quote for a new closer?

Kurtis Knapp  
Williams Brothers Construction Inc.  
Cell: (815) 878-4845

From: Michael Metzen <mmetzen@walshdoor.com>  
Sent: Friday, August 25, 2023 4:00 PM  
To: Kurtis Knapp <kurtis@wbci.us>  
Subject: RE: Nevada WWTF update

3

To: Adrienne Picchiotti <adrienne.picchiotti@eastmolineglass.com>; Michael Metzen <mmetzen@walshdoor.com>  
Cc: Rick DeBleck <Rick.DeBleck@eastmolineglass.com>; Nate Burgod <nburgod@eliteglassandmetal.com>;  
dwesley101@gmail.com; cecnickr@outlook.com; Jake Hilton@live.com  
Subject: RE: Nevada WWTF update

Michael/Adrienne,

The Engineer has asked us to pursue a potential solution involving eliminating the automatic opener setup for a standard closer as they are hoping to avoid adding circuitry for the opener. Is this a viable option given the current door & frame prep? If so, would there be a change in cost associated with making this work? The door would still need to interact with the card reader for manual access.

Thanks,  
Kurtis Knapp  
Williams Brothers Construction Inc.  
Cell: (815) 878-4845

From: Adrienne Picchiotti <adrienne.picchiotti@eastmolineglass.com>  
Sent: Tuesday, August 8, 2023 9:58 AM  
To: Kurtis Knapp <kurtis@wbci.us>; Jake Hilton <jake\_hilton@live.com>; cecnickr@outlook.com  
Cc: Rick DeBleck <Rick.DeBleck@eastmolineglass.com>; Nate Burgod <nburgod@eliteglassandmetal.com>;  
dwesley101@gmail.com  
Subject: RE: Nevada WWTF update

Ok- we won't plan on being back until we hear from you.

Thank you!  
Adrienne

From: Kurtis Knapp <kurtis@wbci.us>  
Sent: Tuesday, August 8, 2023 9:40 AM  
To: Adrienne Picchiotti <adrienne.picchiotti@eastmolineglass.com>; Jake Hilton <jake\_hilton@live.com>;  
cecnickr@outlook.com  
Cc: Rick DeBleck <Rick.DeBleck@eastmolineglass.com>; Nate Burgod <nburgod@eliteglassandmetal.com>;  
dwesley101@gmail.com  
Subject: RE: Nevada WWTF update

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

Adrienne,

No I would not expect that since it looks like there will need to be a field order/RFP for clarification and added circuitry.

Thanks,  
Kurtis Knapp  
Williams Brothers Construction Inc.  
Cell: (815) 878-4845

5

From: Adrienne Picchiotti <[adrienne.picchiotti@eastmolineglass.com](mailto:adrienne.picchiotti@eastmolineglass.com)>  
 Sent: Tuesday, August 8, 2023 8:53 AM  
 To: Kurtis Knapp <[kurtis@wbcl.us](mailto:kurtis@wbcl.us)>; Jake Hilton <[jake\\_hilton@live.com](mailto:jake_hilton@live.com)>; [cecnickr@outlook.com](mailto:cecnickr@outlook.com)  
 Cc: Rick DeBleck <[Rick\\_DeBleck@eastmolineglass.com](mailto:Rick_DeBleck@eastmolineglass.com)>; Nate Burgod <[nburgod@eliteglassandmetal.com](mailto:nburgod@eliteglassandmetal.com)>; [dwesley101@gmail.com](mailto:dwesley101@gmail.com)  
 Subject: RE: Nevada WWTF update

Thank you for clarification Kurtis, - will your team be able to get wire pulled to that location prior to Friday? I know you are in a crunch to finish up that admin space and we've pulled glazers from other projects to try to support WBCL. Let us know so we can determine scheduling.

Thank you!  
 Adrienne

From: Kurtis Knapp <[kurtis@wbcl.us](mailto:kurtis@wbcl.us)>  
 Sent: Tuesday, August 8, 2023 8:06 AM  
 To: Jake Hilton <[jake\\_hilton@live.com](mailto:jake_hilton@live.com)>; Adrienne Picchiotti <[adrienne.picchiotti@eastmolineglass.com](mailto:adrienne.picchiotti@eastmolineglass.com)>; [cecnickr@outlook.com](mailto:cecnickr@outlook.com)  
 Cc: Rick DeBleck <[Rick\\_DeBleck@eastmolineglass.com](mailto:Rick_DeBleck@eastmolineglass.com)>; Nate Burgod <[nburgod@eliteglassandmetal.com](mailto:nburgod@eliteglassandmetal.com)>; [dwesley101@gmail.com](mailto:dwesley101@gmail.com)  
 Subject: RE: Nevada WWTF update

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

Jake,  
 I believe the card reader note is for Office door 1211, which matches same configurations for adjacent office 1210. It is confusing based on the location to door 1202B.

Door 1202A has an automatic operator for handicap access that operates in conjunction with 1201. The hardware schedule call for group #18 to have a shared power supply with 1201. Is this identified on the electrical drawings? If not, please submit an RFI.

Thanks,  
 Kurtis Knapp  
 Williams Brothers Construction Inc.  
 Cell: (815) 878-4845

From: Jake Hilton <[jake\\_hilton@live.com](mailto:jake_hilton@live.com)>  
 Sent: Tuesday, August 8, 2023 7:48 AM  
 To: Kurtis Knapp <[kurtis@wbcl.us](mailto:kurtis@wbcl.us)>; Adrienne Picchiotti <[adrienne.picchiotti@eastmolineglass.com](mailto:adrienne.picchiotti@eastmolineglass.com)>; [cecnickr@outlook.com](mailto:cecnickr@outlook.com)  
 Cc: Rick DeBleck <[Rick\\_DeBleck@eastmolineglass.com](mailto:Rick_DeBleck@eastmolineglass.com)>; Nate Burgod <[nburgod@eliteglassandmetal.com](mailto:nburgod@eliteglassandmetal.com)>; [dwesley101@gmail.com](mailto:dwesley101@gmail.com)  
 Subject: RE: Nevada WWTF update

Kurtis,

It does not show to have any access control on the door schedule A605, our drawings that show card reader do not show for this door to have a card reader as well. Door 1201 has access control which is the exterior door so I don't know why access control would be needed on the inside of the vestibule as well.

Thanks,

Jacob Hilton | President  
 CEC Electric, LLC  
 515-574-9613 (P)  
 515-574-7072 (F)  
 515-890-7134 (C)

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From: Kurtis Knapp <[kurtis@wbcl.us](mailto:kurtis@wbcl.us)>  
 Sent: Monday, August 7, 2023 12:56 PM  
 To: Adrienne Picchiotti <[adrienne.picchiotti@eastmolineglass.com](mailto:adrienne.picchiotti@eastmolineglass.com)>; [cecnickr@outlook.com](mailto:cecnickr@outlook.com); [jake\\_hilton@live.com](mailto:jake_hilton@live.com)  
 Cc: Rick DeBleck <[Rick\\_DeBleck@eastmolineglass.com](mailto:Rick_DeBleck@eastmolineglass.com)>; Nate Burgod <[nburgod@eliteglassandmetal.com](mailto:nburgod@eliteglassandmetal.com)>; [dwesley101@gmail.com](mailto:dwesley101@gmail.com)  
 Subject: RE: Nevada WWTF update

Nick/Jake,

See below regarding door 1202A. I believe this is one of the openings that called for rough-in only. Please confirm this opening is ready for door installation.

Thanks,  
 Kurtis Knapp  
 Williams Brothers Construction Inc.  
 Cell: (815) 878-4845

From: Adrienne Picchiotti <[adrienne.picchiotti@eastmolineglass.com](mailto:adrienne.picchiotti@eastmolineglass.com)>  
 Sent: Monday, August 7, 2023 11:57 AM  
 To: Kurtis Knapp <[kurtis@wbcl.us](mailto:kurtis@wbcl.us)>  
 Cc: Rick DeBleck <[Rick\\_DeBleck@eastmolineglass.com](mailto:Rick_DeBleck@eastmolineglass.com)>; Nate Burgod <[nburgod@eliteglassandmetal.com](mailto:nburgod@eliteglassandmetal.com)>; Adrienne Picchiotti <[adrienne.picchiotti@eastmolineglass.com](mailto:adrienne.picchiotti@eastmolineglass.com)>  
 Subject: Nevada WWTF update

Hey Kurtis,

The exterior door (1201) in the Admin building is installed, with temporary glazing. The Solarban 67 has been ordered and will be installed when we mobilize as project scheduling permits.

The PM in Ankeny sent me an update, see below and please advise, ASAP.

The interior door, 1202A, is prepped for an electric panic and the hardware schedule shows it to have one but there is no power in the opening. They need to get that there before we install it. If they can do that this week we should be able to get back there the end of next week to put it in.

Thanks!

Adrienne Picchiotti  
 Project Manager  
 563-508-5663 cell  
 309-278-0782 EMG  
[Adrienne.picchiotti@eastmolineglass.com](mailto:Adrienne.picchiotti@eastmolineglass.com)



Contractor's / Subcontractor's Proposal Breakdown Summary	
Date: 03/07/24 COR-19 / Field Order 45	
<b>Engineers:</b> HR Green 5525 Merle Hay Rd. Suite 200 Johnston, IA 50131	<b>OWNER:</b> City of Nevada <b>PROJECT:</b> Nevada WWTF Phase 2 Nevada, IA <b>WBCL Project #</b> 542
<b>I DESCRIPTION OF CHANGE:</b> Proposal to furnish & install additional dimensional signage as Administration Building "MAIN ENTRANCE" as detailed in Field Order 45. Note: This work will be completed after the contract completion date. Depending on pricing approval, CD issuance and material lead time, additional contract time may be required for this additional work. We currently anticipate material lead time of 10-12 weeks.	
<b>II SUMMARY OF DETAILED BREAKDOWN</b>	
	Additions      Deletions      Net Total
A. MATERIAL	\$2,400.00      \$0.00      \$2,400.00
B. LABOR	\$1,440.00      \$0.00      \$1,440.00
C. EQUIPMENT	\$0.00      \$0.00      \$0.00
D. OTHER COSTS	\$0.00      \$0.00      \$0.00
I. SAFETY	(1% of LABOR) - Deletion -0-
J. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-
E. NET TOTAL	(A+B+C+D+I+J)      \$3,800.00
F. OVERHEAD AND PROFIT	(E x 15%) - Deletion -0-
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)      \$4,473.96
<b>III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS</b> Detailed Breakdowns and summaries from each contractor must be attached.	
SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description      PROPOSAL
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
H. SUBTOTAL of all work performed by contractor's subcontractors	\$8.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x 15%)      \$0.00
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines H+I)      \$0.00
K. PROPOSAL	(Lines G+J)      \$4,473.96
L. SUPPLEMENTAL COSTS	
1. PER DIEM	(3% of LABOR)      \$72.00
2. TEMPORARY FACILITIES	(2.5% of LABOR)      \$36.00
M. BONDS	(2.8% of PROPOSAL)      \$123.27
N. BUILDER'S RISK INSURANCE	(2% of PROPOSAL)      \$89.48
IV TOTAL PROPOSAL	
O. TOTAL PROPOSAL for subject CMR (increase/decrease) in contract amount	\$4,797
P. The work for this RFP will require and extension of time of ____ 0 ____ Calendar Days.	
Q. All costs are valid for 14 days.	
CONTRACTOR (SIGNATURE) <i>Kurtis Knapp</i>	Title: Project Manager      Date: 03/07/24



NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL ESTIMATED MATERIAL COST	UNIT PRICE LABOR	TOTAL ESTIMATED LABOR COST
2	Signage (MAIN ENTRANCE)	12	EA	\$ 2,100.00	\$ 2,100.00	\$ 90.00	\$ 1,440.00
1	Subtotal			\$ 2,400.00	\$ 2,400.00		\$ 1,440.00



636 SCHEINER DRIVE SOUTH ELMO, ILLINOIS 68377  
 PHONE: (307) 932-4349 FAX: (307) 933-9693  
 WWW.CARNEYANDCO.COM

**PROPOSAL**

TO: Kurtis Knapp DATE: February 21, 2024  
 COMPANY: William Brothers Construction Co.  
 EMAIL: kurtis@wbcl.us INCLUDES ADDENDA: NONE  
 PROJECT: NEVADA WASTEWATER TREATMENT FACILITY IMPROVEMENTS PHASE 2  
 NEVADA, IA  
 ARCHITECT: H. R. Green Architects

**SIGNAGE - RFI 113\_Field Order 45**

QTY	DESCRIPTION
12	ALUMINUM LETTER - 12" high Helvetica Medium, dark bronze anodized, double back-bar mounting to match previously provided, to read "MAIN ENTRANCE".

FREIGHT ALLOWED ----- \$2,100.00  
 Out of State - Tax by Others

Dan Carney  
[danc@carneyandco.com](mailto:danc@carneyandco.com)  
 CARNEY and COMPANY, INC.

0223/ts

Page 1 of 1

TERMS: NET 30 F.O.B. WITH FREIGHT ALLOWED TO JOB SITE. PRICES QUOTED ARE FOR ACCEPTANCE WITHIN 30 DAYS AFTER WHICH TIME THEY MAY BE SUBJECT TO CHANGE. FEDERAL, STATE OR LOCAL TAXES, IF ANY, NOT INCLUDED IN QUOTED PRICES.  
 C:\projects\nevada wastewater treatment facility improvements phase 2 - rfi\ref\proposal.docx



**FO No. 45**

Field Order

PROJECT: Nevada Wastewater Treatment Facility -- Phase 2 Nevada, Iowa	FO Instructed by:
TO CONTRACTOR: Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Engineer <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Other <input type="checkbox"/> Date Issued 1/26/24
FO is in Reference to:	FO is intended to:
PCO <input type="checkbox"/>	<input checked="" type="checkbox"/> Clarify Drawings
RFP <input type="checkbox"/>	<input type="checkbox"/> Clarify Specifications
RFI <input type="checkbox"/>	<input type="checkbox"/> Clarify Procedures
Other <input type="checkbox"/>	<input type="checkbox"/> Transmit drawings or documents
	<input type="checkbox"/> Other

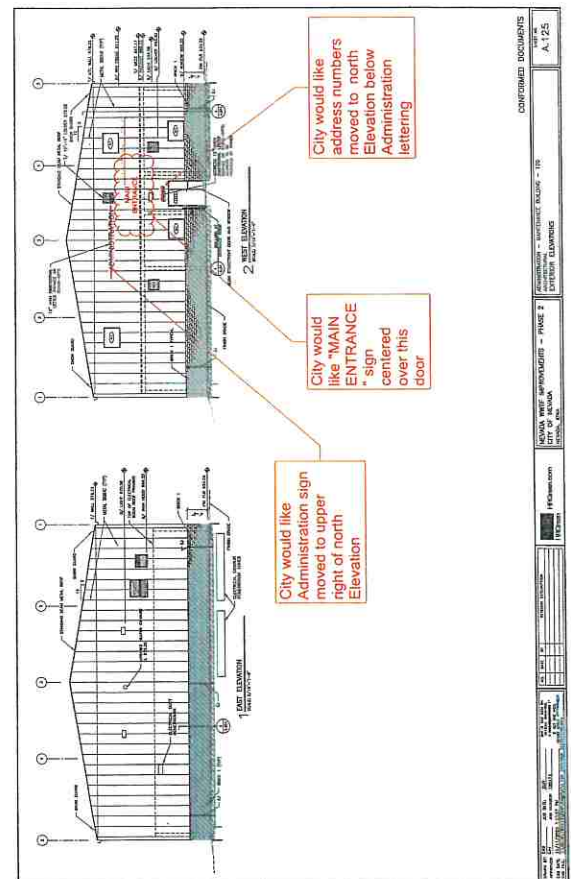
REGARDING/REFERENCE: Architectural building signage

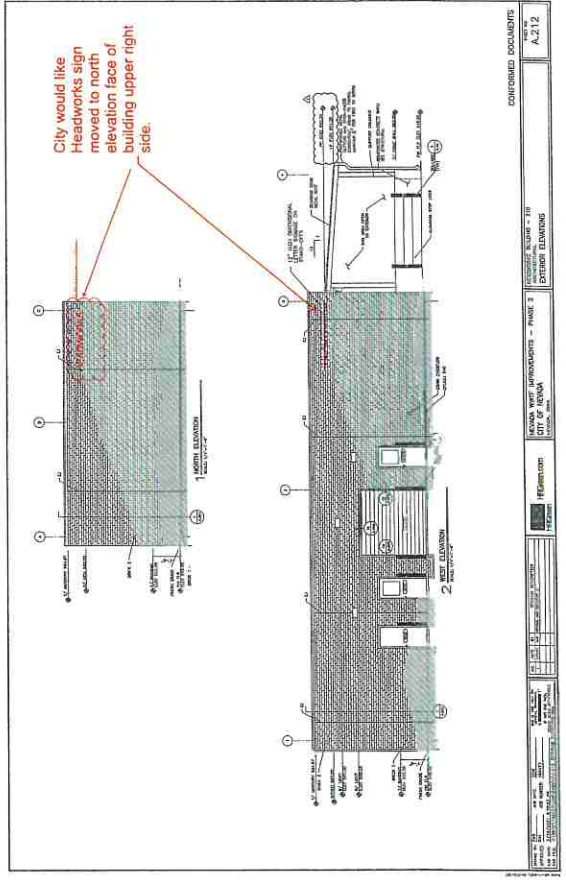
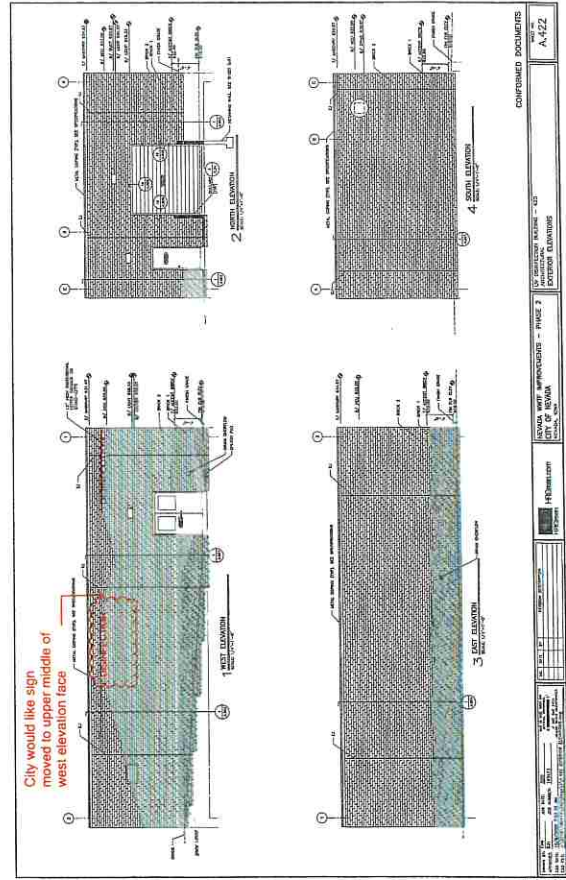
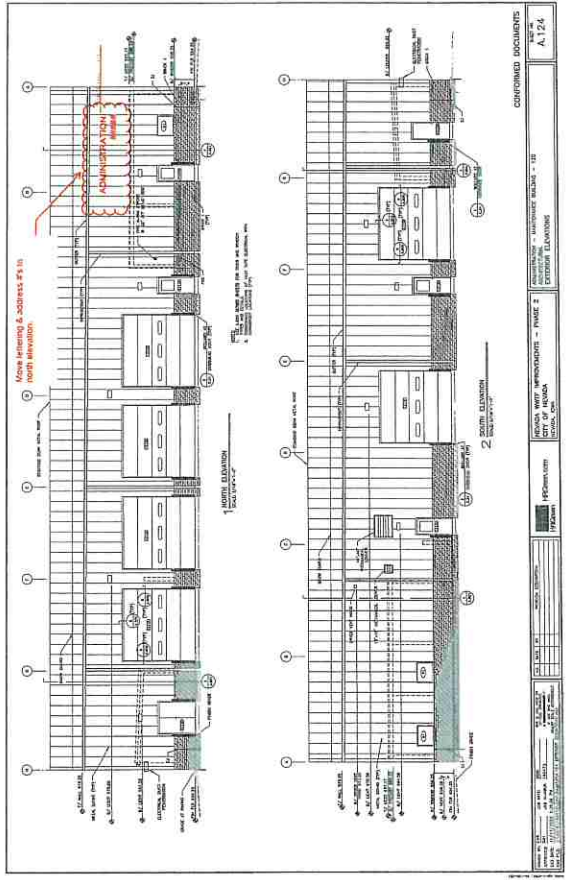
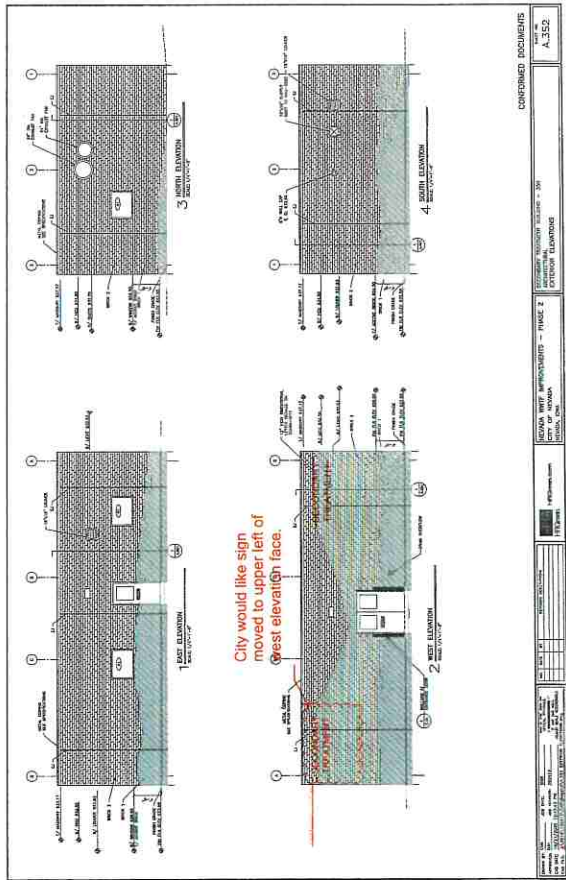
**INSTRUCTION:**

See attached A-sheet markups for Building signage (lettering) locations and elevations.  
 Owner would like a proposal to add "MAIN ENTRANCE" signage to Administration Building as shown on attached sheet A.125. Lettering materials and dimensions shall be same as other. Please forward proposal for Owner's review.

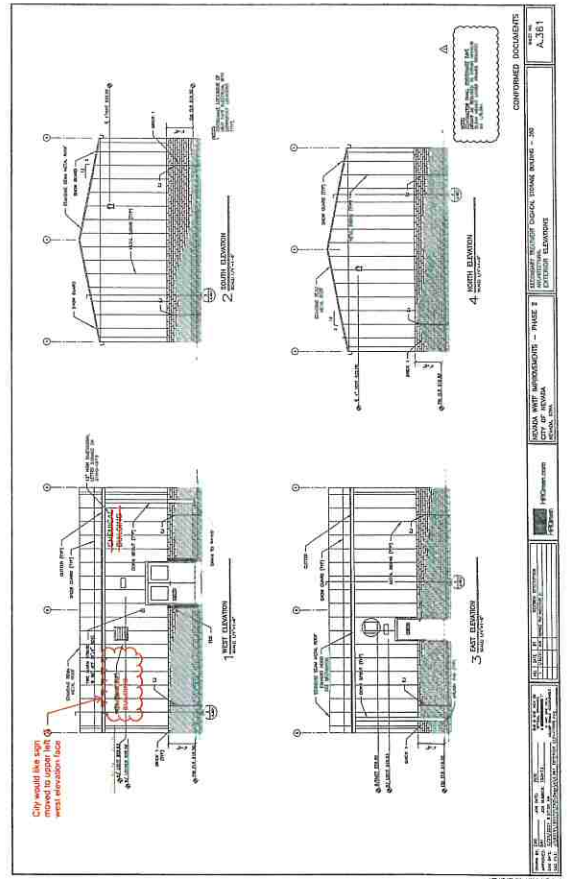
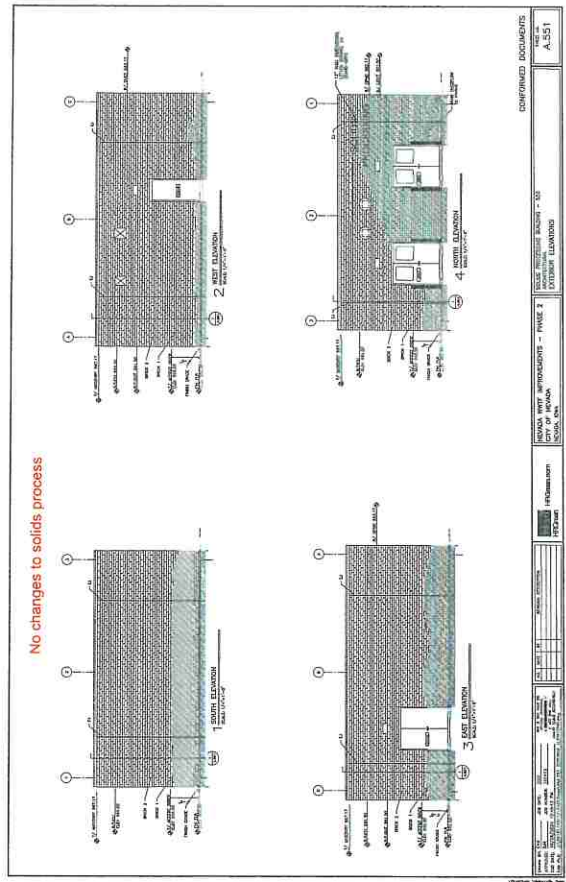
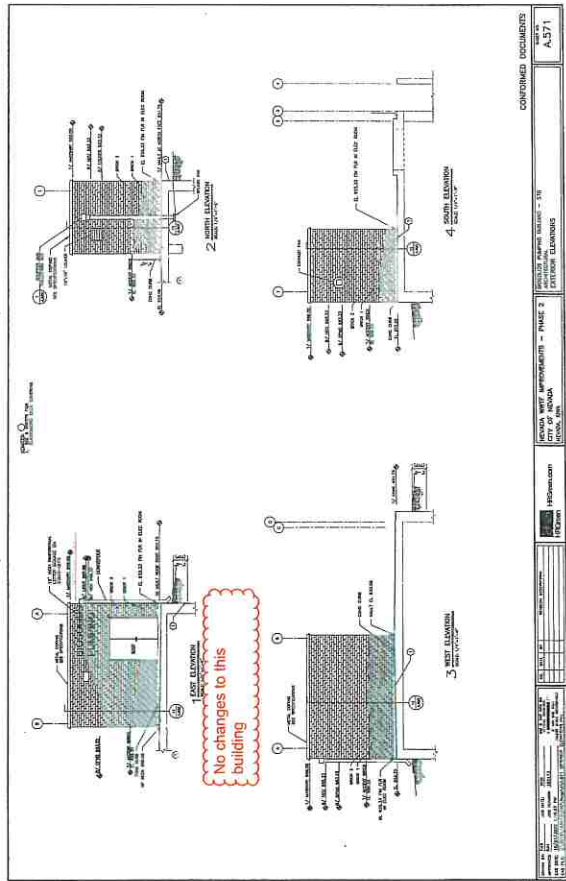
If, in your opinion, this instruction involves work which changes the Contract Price or Time, you must submit a Proposed Change Order, or notice as required in the Contract Documents.  
 If you have any questions regarding this FO, please contact Mike Roth at 515-657-5304.

Michael Roth, P.E.  
 Project Manager













Item # 7C  
Date: 4-8-24

▶ 5525 Merle Hay Road | Suite 200  
Johnston, IA 50131  
Main 515.278.2913 + Fax 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

April 3, 2024

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

Re: Nevada WWTF Improvements – Phase 3: Recommendation on Contractor’s Application for Payment No. 23

Dear Jordan:

Attached is an electronic copy of Payment Application No. 23 from Boomerang Corp. for the Nevada WWTF Improvements – Phase 3 project.

- **Division 01 General Requirements** No work completed this period;
- **Division 02 Existing Conditions:** No work completed this period;
- **Division 03 Concrete:** Lift Station Concrete Labor from 10/04/2022 and 08/29/2023
- **Division 04 Unit Masonry:** No work completed this period;
- **Division 05 Metals:** No work completed this period;
- **Division 06 Rough Carpentry:** No work completed this period;
- **Division 07 Thermal & Moisture:** No work completed this period;
- **Division 08 Doors and Hardware:** No work completed this period;
- **Division 09 Finishes:** No work completed this period;
- **Division 10 Specialties:** No work completed this period;
- **Divisions 22, 23, 35 Plumbing/HVAC/Gates:** No work completed this period; Hydropneumatic Surge Tanks Materials Down Payment Materials stored.
- **Divisions 25, 27 Integrated Automation, Comm.:** No work completed this period;
- **Division 26 Electrical:** No work completed this period;
- **Division 28 Electronic Safety and Security:** No work completed this period;
- **Division 31 Earthwork:** No work completed this period;
- **Division 32 Exterior Improvements:** No work completed this period;
- **Division 33 Utilities:** No work completed this period;
- **Division 41 Materials Processing:** No work completed this period;
- **Division 43 Process Gas, Purification:** No work completed this period;
- **Division 46 Water and Wastewater Equipment:** No work completed this period.

The total for Pay Application No. 23 is \$299,731.34.

Lift Station concrete labor payment of \$288,540 is for work that was completed 10/04/2022 and 08/29/2023 for which defective work notices were issued. The City required Boomerang Corp to retain the services of a qualified structural engineer to oversee the correction of defective work. Shuck-Britson (Boomerang’s structural engineer overseeing the repairs) has made a recommendation, based on their observation that partial payment is warranted.



As of this Pay Application, Boomerang Corp. has been paid 61% of the contract. As of this Pay Application, 130% of the current contract time has been used. Boomerang Corp. appears to be approximately 12 months behind schedule based on the current contract time, work completed, work remaining, and the latest progress schedule. HRG would like to note that this is our estimate as the progress schedule received from Boomerang has been subject to changes based on duration to complete structure repairs and other factors.

We have verified that most all certified payroll records for the corresponding pay application period are received and conforming. Therefore, we recommend payment of Payment Application No. 23 as submitted. Please execute the pay application and distribute copies to all parties.

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

Sincerely,  
HR GREEN, INC.

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

**Michael Roth, P.E.**  
Project Manager

Cc : Kerin Wright & Harold See - City (via email)  
Keith Brockhohn, Jeni Haas, Bryce Ricklefs - Boomerang Corp. (via email)

**APPLICATION AND CERTIFICATION FOR PAYMENT**

TO OWNER: City of Nevada PROJECT: Nevada Wastewater Improvements APPLICATION NO: 23  
 PERIOD TO: 3/31/2024  
 PROJECT NOS: CONTRACT DATE:

FROM CONTRACTOR: Boomerang Corp PO Box 227 13225 Circle Dr. Suite A Anamosa, Iowa 52205  
 VIA ENGINEER: HR Green Michael Roth

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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

- 1. ORIGINAL CONTRACT SUM ..... \$ 7,077,000.00
- 2. Net change by Change Orders ..... \$ (60,000.00)
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 7,017,000.00
- 4. TOTAL COMPLETED & STORED TO DATE ..... \$ 4,497,857.86

**5. RETAINAGE:**

- a. 5% of Work Completed (Not including water main) (Columns D + E on Continuation Sheet) ..... \$ 223,544.56
- b. 5% of Stored Material (Column F on Continuation Sheet) ..... \$ 1,348.33
- Total Retainage (Line 5a + 5b ) (Total in Column I on Continuation Sheet) ..... \$ 224,892.89

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) ..... \$ 4,272,964.97

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ 3,973,233.63

8. CURRENT PAYMENT DUE ..... \$ 299,731.34

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ..... \$ 2,744,035.03

CONTRACTOR:  By:  Date: 3/25/24

**ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED..... \$ 299,731.34

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

ENGINEER:  By:  Date: 4/2/24

OWNER'S APPROVAL: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTINUATION SHEET**

APPLICATION NO: 23

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

PERIOD TO: 3/31/2024  
ENGINEER'S PROJECT NO.:

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

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

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period	F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D+F)	H Balance to Finish (C-G)	I Retainage (if Variable Rate)
		From Previous Application (D+E)	From This Application (D+E)	From Previous Application (D+E)	From This Application (D+E)					
1	Division 01 General Requirements Bonds / Permits / Insurance Administration/Project Management Mobilization Toilets/Dumpsters /Etc SWPPP/Erosion Control Survey Bypass Pumping	\$ 95,000.00 \$ 80,000.00 \$ 78,000.00 \$ 6,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	\$ 95,000.00 \$ 40,000.00 \$ 62,400.00 \$ 6,400.00 \$ 4,000.00 \$ 8,000.00 -	\$ 95,000.00 \$ 40,000.00 \$ 62,400.00 \$ 6,400.00 \$ 4,000.00 \$ 8,000.00 -	\$ 95,000.00 \$ 40,000.00 \$ 62,400.00 \$ 6,400.00 \$ 4,000.00 \$ 8,000.00 -		\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 10,000.00 \$ 15,600.00 \$ 1,600.00 \$ 1,000.00 \$ 2,000.00 \$ 30,000.00 -	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 4,750.00 \$ 2,000.00 \$ 3,120.00 \$ 320.00 \$ 200.00 \$ 400.00 -
2	Division 02 Existing Conditions Pavement/Cravel Removal Manhole/pipe removal Pipe Abandonment	\$ 5,000.00 \$ 5,000.00 \$ 5,000.00	\$ 1,200.00 - -	\$ 5,000.00 \$ 5,000.00 \$ 5,000.00	\$ 1,200.00 - -		\$ - \$ - \$ -	\$ 1,200.00 - -	\$ 4,800.00 \$ 5,000.00 \$ 5,000.00	\$ 60.00 - -
3	Division 3 Concrete Lift Station Reinforcing Materials Lift Station Reinforcing Labor Lift Station Concrete Materials Lift Station Concrete Labor Bypass Structure Reinforcing Materials Bypass Structure Reinforcing Labor Bypass Structure Concrete Materials Bypass Structure Concrete Labor Generator Pad/Bollards/Miscellaneous Hollow Core Roof Planks/ Precast Stairs Labor and Materials Hollow Core Planks/ Stairs Submital Drawings	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 687,000.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 165,000.00 \$ 10,000.00	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 226,710.00 \$ 6,500.00 \$ 5,500.00 \$ 6,500.00 \$ 20,000.00 \$ 28,158.77 \$ 10,000.00	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 226,710.00 \$ 6,500.00 \$ 5,500.00 \$ 6,500.00 \$ 20,000.00 \$ 28,158.77 \$ 10,000.00	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 226,710.00 \$ 6,500.00 \$ 5,500.00 \$ 6,500.00 \$ 20,000.00 \$ 28,158.77 \$ 10,000.00	288,540.00	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 516,250.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 28,158.77 \$ 10,000.00	\$ - \$ - \$ - \$ 171,750.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 16,024.30 \$ 23,750.00 \$ 11,750.00 \$ 25,782.50 \$ 325.00 \$ 475.00 \$ 325.00 \$ 1,000.00 \$ 1,467.94 \$ 500.00
4	Division 4 Unit Masonry Submittals CMU Labor and Materials Brick Labor and Materials	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ 1,500.00 - -	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ 1,500.00 - -		\$ - \$ - \$ -	\$ 1,500.00 - -	\$ 125,000.00 \$ 95,000.00 \$ 95,000.00	\$ - \$ - \$ -
5	Division 5 Metals Submittals Embeds/ Lintel Labor and Materials Ladder/Grating/Stairs and Handrail Materials Ladder/Grating/Stairs and Handrail Labor	\$ 2,000.00 \$ 45,000.00 \$ 55,000.00 \$ 15,000.00	\$ 2,000.00 \$ 22,500.00 \$ 85,959.24 -	\$ 2,000.00 \$ 45,000.00 \$ 55,000.00 \$ 15,000.00	\$ 2,000.00 \$ 22,500.00 \$ 85,959.24 -		\$ - \$ - \$ - \$ -	\$ 2,000.00 \$ 22,500.00 \$ 85,959.24 -	\$ - \$ - \$ - \$ -	\$ 100.00 \$ 1,125.00 \$ 4,297.98 -
6	Division 6 Rough Carpentry Roof Nailer Labor and Material Masonry Bucks at openings Labor and Materials Mounting Boards, Miscellaneous Nailers Labor and Materials	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ - \$ - \$ -	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ - \$ - \$ -		\$ - \$ - \$ -	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ - \$ - \$ -	\$ - \$ - \$ -
7	Division 7 Thermal and Moisture Resistive Waterproofing Materials Resistive Waterproofing Labor Cavity Wall Insulation at Masonry Labor and Materials Perimeter Foundation Wall Insulation Labor and Materials	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ 12,300.00 \$ 9,300.00 \$ - \$ -	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ 12,300.00 \$ 9,300.00 \$ - \$ -		\$ - \$ - \$ - \$ -	\$ 12,300.00 \$ 9,300.00 \$ - \$ -	\$ 13,000.00 \$ 23,200.00 \$ 30,000.00 \$ 25,000.00	\$ 600.00 \$ 465.00 \$ - \$ -



3/31/2024  
 PERIOD TO:  
 ENGINEER'S PROJECT NO.:

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

In tabulations below, amounts are stated to the nearest dollar.  
 Use Column 1 on Contracts where variable retainage for the items may apply.

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period	F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (C - G)	I Retainage (\$ Variable Rate)
		From Previous Application (D + E)	This Period	From Previous Application (D + E)	This Period					
	Caulking and Sealants Labor and Materials	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -
	Weather Barrier At Masonry Materials	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ -
	Weather Barrier At Masonry Labor	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -
	TPO Roofing Submittals	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225.00
	TPO Roofing Materials	\$ 55,000.00	\$ 52,180.00	\$ 52,180.00	\$ -	\$ -	\$ -	\$ 2,820.00	\$ -	\$ 2,608.00
	TPO Roofing Labor	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ -
	Sheet Metal Flashings and Trims Labor and Materials	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -
	Roofing Accessories Labor and Materials	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -
	Firestopping/Miscellaneous Insulation Labor and Materials	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -
8	Division 8 Doors and Hardware	\$ 6,800.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 250.00
	ALL door and Hardware Submittals	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
	Aluminum Doors Frames Materials	\$ 13,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,500.00	\$ -	\$ -
	Aluminum Doors Frames Labor	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00
	Hardware Materials	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 825.00
	FRP Doors and Frames Materials	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ -
	FRP Doors and Frames Labor	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 2,500.00
	Floor Hatches Labor and Materials	\$ 11,000.00	\$ 10,088.25	\$ 10,088.25	\$ -	\$ -	\$ -	\$ 963.75	\$ -	\$ 501.81
	Overhead Coiling Doors Materials	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -
	Overhead Coiling Doors Labor/ Shipping	\$ 15,000.00	\$ 14,228.00	\$ 14,228.00	\$ -	\$ -	\$ -	\$ 772.00	\$ -	\$ 711.40
	Translucent Roof Assemblies Materials	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -
	Translucent Roof Assemblies Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Division 9 Finishes	\$ 43,000.00	\$ 130,000.00	\$ 130,000.00	\$ -	\$ -	\$ -	\$ 43,000.00	\$ -	\$ 6,500.00
	Painting Labor and Materials	\$ 130,000.00	\$ 251,750.00	\$ 251,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,687.50
	Corrosion Protective Liner Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Corrosion Protective Liner Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Division 10 Specialties	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ -
	Signage Labor and Materials	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -
	Toilet Accessories Labor and Materials	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -
	Fire Extinguishers Labor and Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Division 22-23-35 Plumbing/HVAC/Gases	\$ 32,900.00	\$ 238,000.00	\$ 238,000.00	\$ -	\$ -	\$ 26,966.67	\$ 26,966.67	\$ 5,033.33	\$ 1,348.38
	Hydro pneumatic Surge Tanks Materials Down Payment	\$ 288,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 288,000.00	\$ -	\$ 14,400.00
	Hydro pneumatic Surge Tanks Materials - Balance	\$ 13,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,500.00	\$ -	\$ 8,951.05
	Hydro pneumatic Surge Tank Labor	\$ 243,000.00	\$ 179,021.09	\$ 179,021.09	\$ -	\$ -	\$ -	\$ 63,978.91	\$ -	\$ 408.62
	Process Valves/ Gases Materials	\$ 25,500.00	\$ 8,196.43	\$ 8,196.43	\$ -	\$ -	\$ -	\$ 17,303.57	\$ -	\$ 7,469.10
	Process Valves/ Gases Labor	\$ 250,934.00	\$ 149,381.91	\$ 149,381.91	\$ -	\$ -	\$ -	\$ 101,552.09	\$ -	\$ -
	Plumbing/ HVAC Materials	\$ 25,065.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,065.00	\$ -	\$ -
	Libart Mini Split Materials	\$ 197,000.00	\$ 62,940.01	\$ 62,940.01	\$ -	\$ -	\$ -	\$ 134,059.99	\$ -	\$ 3,147.00
	Plumbing HVAC Labor	\$ 19,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,350.00	\$ -	\$ -
	Process Piping Materials Down Payment	\$ 109,650.00	\$ 102,233.39	\$ 102,233.39	\$ -	\$ -	\$ -	\$ 7,416.61	\$ -	\$ 5,111.67
	Process Piping Balance Materials	\$ 76,000.00	\$ 13,300.00	\$ 13,300.00	\$ -	\$ -	\$ -	\$ 62,700.00	\$ -	\$ 685.00
	Process Piping Labor	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -
	AS/ O&M Documentation	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -
	Training/ Start Ups Submittals	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 175.00
25	Division 25-27 Integrated Automation, Comm.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Jctco Submittals	\$ 30,000.00	\$ 24,000.00	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 1,200.00
	Jctco Production Labor and Materials	\$ 320,000.00	\$ 88,770.00	\$ 88,770.00	\$ -	\$ -	\$ -	\$ 230,230.00	\$ -	\$ 4,468.50
	Final Checks Start up	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -

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		From Previous Application (D + E)	This Period	From Previous Application (D + E)	This Period	% (G/C)					
26	Division 28 Electrical										
	Bump	\$ 1,700.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 1,700.00	\$ -	\$ -
	Underground Labor	\$ 40,000.00	\$ -	\$ 6,250.00	\$ -	\$ -	\$ -	\$ 6,250.00	\$ 35,000.00	\$ 250.00	\$ -
	Underground Materials	\$ 41,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,750.00	\$ 312.50	\$ -
	Branch Conduit Labor	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -
	Branch Conduit Materials	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -
	Feeder Conduit Labor	\$ 28,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,000.00	\$ -	\$ -
	Feeder Conduit Materials	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000.00	\$ -	\$ -
	Branch Wire Labor	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -
	Branch Wire Materials	\$ 13,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,000.00	\$ -	\$ -
	Feeder Wire Labor	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,000.00	\$ -	\$ -
	Feeder Wire Materials	\$ 42,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,000.00	\$ -	\$ -
	Electrical Gear Labor	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,000.00	\$ -	\$ -
	Electrical Gear Materials	\$ 33,500.00	\$ -	\$ 28,528.76	\$ -	\$ -	\$ -	\$ 28,528.76	\$ 9,871.24	\$ 1,478.44	\$ -
	Lighting Protection Labor and Materials	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ -
	Lighting Labor	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,000.00	\$ -	\$ -
	Lighting Materials	\$ 33,000.00	\$ -	\$ 31,120.00	\$ -	\$ -	\$ -	\$ 31,120.00	\$ 1,880.00	\$ 1,888.00	\$ -
	Devices Labor	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -
	Devices Materials	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000.00	\$ -	\$ -
	Generator Labor	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -
	Generator Materials	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -
	Controls Labor	\$ 36,000.00	\$ -	\$ 32,400.00	\$ -	\$ -	\$ -	\$ 32,400.00	\$ 3,600.00	\$ 1,820.00	\$ -
	Submittals/CAD Design	\$ 137,600.00	\$ -	\$ 137,600.00	\$ -	\$ -	\$ -	\$ 137,600.00	\$ -	\$ 6,860.00	\$ -
	Cummins Generator/Transfer Switch Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Electronic Safety and Security										
	Security Camera Down Payment	\$ 5,595.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,595.48	\$ -	\$ -
	Security Camera Labor and Materials Balance	\$ 5,035.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,035.01	\$ -	\$ -
31	Division 31 Earthwork										
	Lay down/strage areas	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00	\$ -
	Strip/Respread Topsoil	\$ 6,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 150.00	\$ -
	Mass Excavation	\$ 85,000.00	\$ -	\$ 80,950.00	\$ -	\$ -	\$ -	\$ 80,950.00	\$ 4,050.00	\$ 4,047.50	\$ -
	Dewatering	\$ 50,000.00	\$ -	\$ 27,500.00	\$ -	\$ -	\$ -	\$ 27,500.00	\$ 22,500.00	\$ 1,375.00	\$ -
	Backfill Structures	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -
	Final Grade	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -
32	Division 32 Exterior Improvements										
	Aggregate Base Courses Labor and Materials	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -
	Paving Labor and Materials	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000.00	\$ -	\$ -
	Asphalt Patch	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -
	Temporary Access Road	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 225.00	\$ -
	Granular Surfacing	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -
	Chain Link Fence and Gates	\$ 27,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000.00	\$ -	\$ -
	Bollard Covers	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -
	Seeding	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -
33	Division 33 Utilities										
	Disinfection of Watermain	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -
	Videotaping of Sanitary Sewer	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -
	Precast Manholes Materials with Liner Materials	\$ 65,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000.00	\$ -	\$ -
	Precast Manholes Labor	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -
	Tapping Sleeve Labor and Materials	\$ 6,000.00	\$ -	\$ 3,281.94	\$ -	\$ -	\$ -	\$ 3,281.94	\$ -	\$ 164.10	\$ -



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A Item No.	B Description of Work	C Schedular Value		D Work Completed		E This Period	F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)	H % (G/C)	I Balance to Finish (C - G)	J Retainage (If Variable Rate)
		\$	\$	From Previous Application (D + E)	\$						
	Watermain Materials	\$ 25,000.00	\$ 12,395.22	\$ -	\$ -	\$ -	\$ -	\$ 12,395.22	50%	\$ 12,604.78	\$ 619.76
	Watermain Labor	\$ 28,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 28,000.00	\$ -
	Hydrostatic Testing	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 600.00	\$ -
	Sanitary Piping Materials	\$ 50,000.00	\$ 50,060.00	\$ -	\$ -	\$ -	\$ -	\$ 50,060.00	100%	\$ -	\$ 2,500.00
	Sanitary Piping Labor	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,000.00	\$ -
	Sanitary Sewer Manhole Testing	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,200.00	\$ -
	Submain Labor and Materials	\$ 4,500.00	\$ 1,494.80	\$ -	\$ -	\$ -	\$ -	\$ 1,494.80	33%	\$ 3,005.20	\$ 74.74
	Storm sewer Materials	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 16,000.00	\$ -
	Storm sewer Labor	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 12,000.00	\$ -
41	Division #1 Materials Processing Moncraft Beam Moncraft Hoist Labor and Materials	\$ 7,000.00 \$ 9,000.00	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	0% 0%	\$ 7,000.00 \$ 9,000.00	\$ - \$ -
43	Division #3 Process Gas, Purification Cornell Pumps Materials Cornell Pumps Submittals Cornell Pumps Install Submersible Sump Pumps Materials Submersible Sump Pumps Labor	\$ 270,000.00 \$ 5,000.00 \$ 7,000.00 \$ 10,000.00 \$ 2,500.00	\$ 166,200.00 \$ 5,000.00	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ 166,200.00 \$ 5,000.00	62% 100%	\$ 103,800.00 \$ 7,000.00 \$ 10,000.00 \$ 2,500.00	\$ 8,310.00 \$ 250.00
46	Division #6 Water and Wastewater Equipment Vulcan Bar Screens Materials Vulcan Labor to Install	\$ 412,003.00 \$ 12,000.00	\$ 391,478.85	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ 391,478.85	95% 0%	\$ 20,664.15 \$ 12,000.00	\$ 19,573.94
	Change Orders Change Order #1 - FITM pumps Change Order #2 - Hatches	\$ (50,000.00) \$ (10,000.00)	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	0% 0%	\$ (50,000.00) \$ (10,000.00)	\$ - \$ -
		\$ 7,017,000.00	\$ 4,182,351.19	\$ 288,540.00	\$ 26,866.67	\$ 224,892.59	\$ 4,487,587.86	\$ 224,892.59		\$ 2,519,142.14	\$ -



**MCINTIRE MANAGEMENT GROUP  
D & W SYSTEMS SALES**

# Invoice

120 E 15th Avenue  
North Kansas City, MO 64116  
Phone: 816-746-6669  
Email: kc-sales@mmgonline.net

Date	Invoice #
1/26/2024	26284

Bill To
API SOLUTIONS LLC PO BOX 124 HAVERHILL, IA 50120

Ship To
NEVADA WWTF 457 S 6TH STREET NEVADA, IA 50201

P.O. Number						Due Date	
1484						2/25/2024	

C.S.	S.O. #	Rep	Payment Terms	Ship Date	Freight Terms	Shipped Via	F.O.B.
C G	9663	BW-IA	Net 30	1/26/2024	FFA	OTHER	FACTORY

Quantity	Item Code	Description	U/M	Price Each	Amount
2	MCHA-NEVAD...	CHARLATTE NEVADA WWTF 2022 PROJECT 160473 (1) CONTROL PANEL (2) SAFETY RELIEF VALVES (2) PRESSURE GAUGES		21,237.50	42,475.00
1	MCHA-ADDER2	CHANGE ORDER COMMISSIONING AND TESTING WILL BE INVOICED UPON COMPLETION		3,466.67	3,466.67

*on site*

*\*balance from Feb'24 pay app  
for down payment bal item.*

				<b>Total</b>	\$45,941.67
--	--	--	--	--------------	-------------

*- 18,995.00*

*Item 22.1 → 26,946.67*

## Nevada WWTP Lift Station Concrete Wall Repairs

Craig German <cgerman@shuck-britson.com>

Mon 3/25/2024 3:57 PM

To:Jeni Haas <JeniH@boomerangcorp.com>

Cc:Emily Palik <epalik@shuck-britson.com>

---

**External Sender - From: (Craig German <cgerman@shuck-britson.com>)**

[Learn More](#)

This message came from outside your organization.

Jeni:

75% of the concrete repairs on the repair documents is complete. Recommend payment of 75% of total payment for concrete materials and labor.

Thanks,

**Craig German, P.E.**

**Structures Workgroup Leader**



P: 515.243.4477 x2205

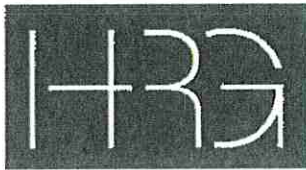
400 East Court Ave, Suite 140, Des Moines, IA 50309

[Shuck-Britson.com](http://Shuck-Britson.com)

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Item # 70  
 Date: 4-8-24



**CO No. 2**  
 Change Order

**HRGreen**

5525 Merle Hay Road, Suite 200  
 Johnston, IA 50131  
 (515) 278-2913 Fax (515) 278-1846

Distribution:			
Contractor	<input type="checkbox"/>	Field	<input type="checkbox"/>
Owner	<input type="checkbox"/>	Other _____	<input type="checkbox"/>
Engineer	<input type="checkbox"/>	Other _____	<input type="checkbox"/>

Nevada WWTF Improvements – Phase 4 Nevada, Iowa	Date Issued	April 8, 2024
	Project No.	160473.04
OnTrack Construction, LLC P.O. Box 524 1435 West F Avenue Nevada, IA 50201	Contract Date	March 28, 2022
	Notice to Proceed Date	April 27, 2022

See attached cover letter.

1.	Auger Boring Obstructions claim	\$224,616.69
2.	Temporary Sewer on South Side of Hwy 30	\$18,931.00
3.	FO #02	(\$8,250.00)
<b>Total</b>		<b>\$235,297.69</b>

	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$7,414,414.00	June 9, 2023	Sept. 30, 2023
Net Change by previously-authorized Change Order(s)	\$37,510.00	0 days	0 days
The Contractual limit prior to this Change Order	\$7,451,924.00	June 9, 2023	Sept. 30, 2023
The Contract will be adjusted by this Change Order in the amount of	\$235,297.69	0 days	0 days
The new Contractual limit including this Change Order will be	\$7,687,221.69	June 9, 2023	Sept. 30, 2023

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER		
Contractor <b>OnTrack Construction, LLC</b>	Owner's Representative <b>HR Green, Inc.</b>	Owner <b>City of Nevada, Iowa</b>
By <i>M-R</i>	By <i>Michael Carter</i>	By
Date: <u>4-2-24</u>	Date: 4/1/24	Date:



▶ 5525 Merle Hay Road | Suite 200  
Johnston, IA 50131  
Main 515.278.2913 + Fax 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

April 8, 2024

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

Re: Nevada, IA WWTF Improvements – Phase 4: Change Order #2 Recommendation

Dear Jordan,

The following items combined with Change Order #2 on the above referenced project are presented for consideration of approval by City Council. HR Green recommends approval of all change order items.

1. Auger Boring Obstructions - See the enclosed claim documentation from OnTrack related to subsurface obstructions encountered during auger boring portion of the Work. The original claim and two subsequent revised claims, along with responses from HR Green are included. HR Green, City staff, OnTrack, and Midwest Augers representatives meet on February 8, 2024 and March 20, 2024, to discuss and negotiate the claims. The final settlement amount for this claim was negotiated and agreed to by the parties on March 20, 2024.
2. Temporary Sewer on South Side of Hwy 30 – The location of the existing 8-inch gravity sewer on the south side of Highway 30 was found in conflict with the new 15-inch gravity casing pipe during installation of the casing pipe. This temporary sewer was needed to maintain sanitary sewer flow from the south side of Highway 30 to the existing treatment plant until the new 15-inch gravity sewer was constructed and connected to the existing sanitary sewer serving the south side of Highway 30. See enclosed documentation for installation of temporary sewer.
3. Field Order (FO) #02 – See enclosed FO#02 for direction to eliminate adjusting rings and chimney seals for buried manholes and related credit proposal. A total of 22 manholes were affected by this change.

Overall, Change Order #2 will increase the Contract Price by \$235,297.69 with no change in Contract Schedule. This cost is equal to 3.2% of the current Contract Price. Please formally approve Change Order #2 and return an executed copy to our office. Please feel free to contact me with any questions regarding this change order.

Sincerely,  
HR GREEN, INC.

**Michael Roth, P.E.**  
Senior Project Manager

Enclosures

Cc: Matt Runge, OnTrack

J:\2016\160473.04\Construction\Change\_Management\Change\_Orders\CO2\ltr-040824-CO#2\_recommendation-Nevada\_WWTF\_Ph4.docx





2-21-24

ATTN: Michael Roth/ HR Green  
CC: Jordan Cook/ City of Nevada

**RE: Nevada WWTF Improvements, Phase 4 – Auger Boring Obstructions**

Dear Michael,

On Track Construction and Midwest Augers have reviewed HR Green's comments in the letter dated 12-6-23. The comments prompted a meeting in person held on Thursday February 8<sup>th</sup>, 2024. The meeting resulted with some additional understanding as follows:

- HR Green and On Track agreed that it is not common to see contractor's office wages included within a change order. It shall be noted that Olson Law pointed out, in their letter dated 10-4-2023, that home office expenses should be an entitled expense and covered under unabsorbed home office overhead. Although SUDAS does not specifically include or exclude this language, we all agree that the inclusion of these wages is not a precedent that has been set in our industry. In addition, it was noted that Midwest Auger's equipment rates are substantially lower than rates seen in our industry. On Track explained that higher rates similar to theirs and other competitors in this industry help absorb some of these costs that cannot possibly be covered by a 10% markup. This goes back to support Olson Law's note about "unabsorbed home office overhead". It was suggested by On Track in the meeting that Midwest Augers should adjust their equipment rates to a more appropriate rate, and then remove the office wages from their pricing to reflect what would be considered to be more typical.
- HR Green pointed out several days that should not be recorded as scheduled "downtime". Midwest Augers has revised their pricing to reflect this. However, there are some disagreements with some of those days. Please refer to Midwest's attached revised pricing detail and comments.
- It was discussed in the meeting that both On Track Construction and Midwest Auger's disagrees with HR Green's assessment of the repair to Midwest Auger's steering head within the median. More detail was discussed at the meeting and it was noted that the damage occurred under the southbound traffic lanes and Midwest was able to push the casing and head to the median without steering abilities, but to a safe point to allow for repair. Dan Sorem noted that he had log of this, yet Michael's notes did not approve the extent of this work dismissing it as "no obstruction observed". It was noted in the meeting how this had happened, and how the obstruction was already passed at this point and that the damage was done under traffic lanes. Both On Track Construction and Midwest Augers maintains their position on this. Please consider that Midwest is not charging for damaged equipment parts, yet this could be a later claim if an agreement cannot be reached.

Midwest Augers has gone back through their invoicing and modified items, removed items and added items that they felt aligned with the discussions we had in the meeting on February 8<sup>th</sup> and their attorney's suggestions noted in the Olson Law letter dated 10-4-23 and attached for reference. They have made comments within their detail that specifically address some concerns that were previously noted. On Track asks that HR Green conducts a review of these revisions and if any further major changes are suggested that we hold a conference call between all parties to discuss the matter.

Thanks,

A handwritten signature in black ink, appearing to be "M-R" with a horizontal line extending to the right.

Matt Runge, President





# WORK ORDER

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

DATE: 02/20/24  
 WO #: 1  
 RE: T&M COSTS  
 ON SUBSURFACE  
 OBSTRUCTIONS

ATTN: CITY OF NEVADA/ HR GREEN

ITEM DESCRIPTION	AMOUNT
<b>**T&amp;M COSTS FOR SUBSURFACE OBSTRUCTIONS FOUND DURING AUGER BORE OPERATIONS</b>	
<b>*BORE OBSTRUCTION #1</b> - ENCOUNTERED ON 1-2-23 AND BEGAN DIGGING ON 1-5-23. BACKFILLED ON 1-6-23. BORING RESUMED ON 1-7-23.	
<b>LABOR &amp; EQUIPMENT ON 1-5-23:</b>	
FOREMAN @ \$75.00/ HR x 8.5 HOURS	\$ 637.50
OPERATOR @ \$60.00/ HR x 8.5 HOURS	\$ 510.00
PIPELAYER @ \$55.00/ HR x 8.5 HOURS	\$ 467.50
JD 135 EXCAVATOR @ \$155.00/ HR x 8 HOURS	\$ 1,240.00
JD 50 EXCAVATOR @ \$95.00/ HR x 4 HOURS	\$ 380.00
JAMES'S CREW HAS RECORDED HOURS FOR THE JD 50... WILL REDUCE HOURS BY HALF FOR THIS SUPPORT MACHINE	
<b>LABOR &amp; EQUIPMENT ON 1-6-23:</b>	
HR GREEN'S NOTES DO NOT MATCH OUR DAILIES, BUT WE WILL AGREE TO THE REDUCED LABOR HOURS. HOWEVER WE NEED TO BILL THE JD 50 FOR AT LEAST HALF THE HOURS AS A SUPPORT MACHINE NEEDED ON SITE	
FOREMAN @ \$75.00/ HR x 4 HOURS	\$ 300.00
OPERATOR @ \$60.00/ HR x 8 HOURS	\$ 480.00
PIPELAYER @ \$55.00/ HR x 4 HOURS	\$ 220.00
JD 135 EXCAVATOR @ \$155.00/ HR x 8 HOURS	\$ 1,240.00
JD 50 EXCAVATOR @ \$95.00/ HR x 4 HOURS	\$ 380.00
<b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b>	
PER ATTACHED INVOICE 54816	\$ 1,950.00
SEE NEXT PAGE FOR CONTINUATION	

**MIDWEST AUGERS:**

SEE ATTACHED COMBINED TOTAL WITH NOTES  
MIDWEST INVOICE IS TOTALED AT BOTTOM

**\*BORE OBSTRUCTION #2** - ENCOUNTERED ON 1-12-23. NO DIGGING.  
BLASTED ON 1-18-23. RESUMED BORING ON  
1-21-23.

**MIDWEST AUGERS:**

SEE ATTACHED COMBINED TOTAL WITH NOTES  
MIDWEST INVOICE IS TOTALED AT BOTTOM

**\*BORE OBSTRUCTION #3** - ENCOUNTERED ON 1-23-23 AND BEGAN DIGGING  
ON 2-1-23. BACKFILLED ON 2-3-23. BORING  
RESUMED ON 2-6-23.

DAMAGE TO MIDWEST AUGER'S MACHINE WAS DUE TO ROCK  
OBSTRUCTIONS ENCOUNTERED. ON TRACK TIME IS FOR DIGGING  
UP THE STEERING HEAD FOR THE REPAIR

**LABOR & EQUIPMENT ON 2-1-23:**

FOREMAN @ \$75.00/ HR x 10 HOURS	\$	750.00
OPERATOR @ \$60.00/ HR x 9.5 HOURS	\$	570.00
PIPELAYER @ \$55.00/ HR x 10 HOURS	\$	550.00
JD 345 EXCAVATOR @ \$225.00/ HR x 9.5 HOURS	\$	2,137.50
TRUCK & TRAILER @ \$135.00/ HR x 2.75 HOURS	\$	371.25
TRENCH SHORING RENTAL - 3 DAYS @ \$500/ EA	\$	1,500.00
EQUIPMENT LOWBOY HAUL - JD 345	\$	475.00

**LABOR & EQUIPMENT ON 2-3-23:**

FOREMAN @ \$75.00/ HR x 10 HOURS	\$	750.00
OPERATOR @ \$60.00/ HR x 9 HOURS	\$	540.00
JD 345 EXCAVATOR @ \$225.00/ HR x 9 HOURS	\$	2,025.00
TRACK SKIDLOADER @ \$105.00/ HR x 9 HOURS	\$	945.00
TRUCK & TRAILER @ \$135.00/ HR x 2.5 HOURS	\$	337.50
EQUIPMENT LOWBOY HAUL - JD 345 DEMOB	\$	475.00

**TRAFFIC CONTROL (IOWA PLAINS SIGNING):**

PER ATTACHED INVOICE 55027	\$	3,900.00
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SEE NEXT PAGE FOR CONTINUATION

<b>MIDWEST AUGERS:</b>	
SEE ATTACHED COMBINED TOTAL WITH NOTES MIDWEST INVOICE IS TOTALED AT BOTTOM	
<b>*BORE OBSTRUCTION #4</b> - ENCOUNTERED ON 2-26-23 AND BEGAN DIGGING ON 2-28-23 & BACKFILLED SAME DAY. BORING RESUMED ON 3-1-23.	
<b>LABOR &amp; EQUIPMENT ON 2-28-23:</b>	
THE CREW HAD 6 3/4 HOURS CLOCKED ON THE JOB FOR THIS TASK. THEY WERE PAID FOR 7 HOURS WHICH INCLUDED MOBILIZING FROM SHOP. THE MACHINE HOURS TOTALED 6 HOURS. REMAINING WAS PICKUP & MOB	
FOREMAN @ \$75.00/ HR x 7 HOURS	\$ 525.00
OPERATOR @ \$60.00/ HR x 7 HOURS	\$ 420.00
JD 85 EXCAVATOR @ \$115.00/ HR x 6 HOURS	\$ 690.00
JD 50 EXCAVATOR @ \$95.00/ HR x 1.5 HOURS	\$ 142.50
JD 50 MACHINE WAS ON SITE & HAD 1.5 HOURS RUN TIME	
TRUCK & TRAILER @ \$135.00/ HR x 2 HOURS	\$ 270.00
<b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b>	
PER ATTACHED INVOICE 55208	\$ 5,850.00
PRICE WAS DUE TO BOTH EASTBOUND AND WESTBOUND NEEDING ALTERED	
<b>MIDWEST AUGERS:</b>	
SEE ATTACHED COMBINED TOTAL WITH NOTES MIDWEST INVOICE IS TOTALED AT BOTTOM	
<b>*BORE OBSTRUCTION #5</b> - ENCOUNTERED ON 3-8-23 AND BEGAN DIGGING ON 3-13-23. BACKFILLED ON 3-15-23. BORING RESUMED ON 3-16-23.	
<b>LABOR &amp; EQUIPMENT ON 3-13-23:</b>	
ALL 4 GUYS CLOCKED 10.5 HRS FOR THIS WORK. 9 MACHINE HOURS CLOCKED	
FOREMAN @ \$75.00/ HR x 10.5 HOURS	\$ 787.50
OPERATOR @ \$60.00/ HR x 10.5 HOURS	\$ 630.00
PIPELAYER @ \$55.00/ HR x 10.5 HOURS	\$ 577.50
TOPMAN @ \$50.00/ HR x 10.5 HOURS	\$ 525.00
JD 345 EXCAVATOR @ \$225.00/ HR x 9 HOURS	\$ 2,025.00
TRUCK & TRAILER @ \$135.00/ HR x 2.5 HOURS	\$ 337.50
TRENCH SHORING RENTAL - 3 DAYS @ \$500/ EA	\$ 1,500.00
EQUIPMENT LOWBOY HAUL - JD 345	\$ 475.00



**LABOR & EQUIPMENT ON 3-15-23:**

FOUND THAT CREW WORKED AT THE PLANT FOR 8.5 OF THE ORIGINAL  
12 HOURS CHARGED. REVISED TO 3.5 HOURS OF TIME ON THIS WORK

FOREMAN @ \$75.00/ HR x 3.5 HOURS	\$	262.50
OPERATOR @ \$60.00/ HR x 3.5 HOURS	\$	210.00
PIPELAYER @ \$55.00/ HR x 3.5 HOURS	\$	192.50
TOPMAN (2) @ \$50.00/ HR x 3.5 HOURS	\$	175.00
JD 345 EXCAVATOR @ \$225.00/ HR x 3.5 HOURS	\$	787.50
TRACK SKIDLOADER @ \$105.00/ HR x 3 HOURS	\$	315.00
TRUCK & TRAILER @ \$135.00/ HR x 3 HOURS	\$	405.00
EQUIPMENT LOWBOY HAUL - JD 345	\$	475.00

**TRAFFIC CONTROL (IOWA PLAINS SIGNING):**

PER ATTACHED INVOICE 55280	\$	3,900.00
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**MIDWEST AUGERS:**

SEE ATTACHED COMBINED TOTAL WITH NOTES  
MIDWEST INVOICE IS TOTALED AT BOTTOM

**\*BORE OBSTRUCTION #6** - ENCOUNTERED ISSUES 3-17-23 DUE TO PRIOR  
OBSTRUCTIONS. CASING WAS BINDING. DUG  
ON 3-22-23. BACKFILLED ON 3-24-23 AFTER  
BORE WAS COMPLETE FROM OTHER END

**LABOR & EQUIPMENT ON 3-22-23:**

FOREMAN @ \$75.00/ HR x 7 HOURS	\$	525.00
OPERATOR @ \$60.00/ HR x 7 HOURS	\$	420.00
PIPELAYER @ \$55.00/ HR x 7 HOURS	\$	385.00
TOPMAN @ \$50.00/ HR x 7 HOURS	\$	350.00
JD 345 EXCAVATOR @ \$225.00/ HR x 7 HOURS	\$	1,575.00
TRUCK & TRAILER @ \$135.00/ HR x 3 HOURS	\$	405.00
TRENCH SHORING RENTAL - 3 DAYS @ \$500/ EA	\$	1,500.00
EQUIPMENT LOWBOY HAUL - JD 345	\$	475.00

**LABOR & EQUIPMENT ON 3-24-23:**

FOREMAN @ \$75.00/ HR x 4 HOURS	\$	300.00
OPERATOR @ \$60.00/ HR x 4 HOURS	\$	240.00
PIPELAYER @ \$55.00/ HR x 4 HOURS	\$	220.00
JD 345 EXCAVATOR @ \$225.00/ HR x 4 HOURS	\$	900.00
TRACK SKIDLOADER @ \$105.00/ HR x 4 HOURS	\$	420.00
TRUCK & TRAILER @ \$135.00/ HR x 2.5 HOURS	\$	337.50

EQUIPMENT LOWBOY HAUL - JD 345	\$	475.00
<b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b>		
PER ATTACHED INVOICE 55367	\$	3,900.00
SUDAS SECTION 1090 PART 1.04 SPECIFICALLY PERTAINS TO MARK-UP ON SUBCONTRACTORS. ANY SUBCONTRACTOR UNDER 50K IN VALUE SHALL REMAIN MARKED UP 10%. MARK UP IS BROKE OUT BELOW		
15% MARKUP ON SELF-PERFORMED WORK:	\$	5,630.44
10% MARKUP ON IOWA PLANES SIGNING WORK:	\$	<del>2,513.04</del> \$1950.00
<b>MIDWEST AUGERS:</b>		
<u>PER ATTACHED MIDWEST AUGERS INVOICE:</u>	\$	<del>100,427.50</del> \$160,000.00
10% MARKUP ON FIRST 50K OF MIDWEST'S WORK:	\$	<del>5,000.00</del>
5% MARKUP ON REMAINDER OF MIDWEST'S WORK:	\$	<del>7,471.38</del>
<b>TOTAL INVOICE AMOUNT:</b>	\$	<del>277,078.61</del>

\$224,616.69

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
 PO BOX 654  
 Slater, IA 50244  
 Phone:(515)685-3536  
 Fax:(515)685-3530

Date	Invoice #
1/9/2023	54816

Bill To  
 On Track Construction, LLC  
 1435 West F Ave  
 PO Box 524  
 Nevada, IA 50201

Ref#	Due Date	Customer No.	City or County	Project
	2/8/2023		Story	Nevada - Wastewater Treatment
Qty	Item	Description	Price	Amount
1	EWO	Extra Work Order - Additional Traffic Control	1,950.00	1,950.00
			Job No. <u>2217NW</u>	
			Account No. <u>53670</u>	
<b>Subtotal</b>				\$1,950.00
<b>Sales Tax (0.0%)</b>				\$0.00
<b>Total</b>				\$1,950.00
<b>TOTAL DUE</b>				\$1,950.00

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
 PO BOX 654  
 Slater, IA 50244  
 Phone:(515)685-3536  
 Fax:(515)685-3530

Date	Invoice #
2/7/2023	55027

Bill To  
 On Track Construction, LLC  
 1435 West F Ave  
 PO Box 524  
 Nevada, IA 50201

2217NW

Ref#	Due Date	Customer No.	City or County	Project
	3/9/2023		Story	Nevada - Wastewater Treatment
Qty	Item	Description	Price	Amount
2	EWO	Extra Work Order - Additional Traffic Control	1,950.00	3,900.00
			Job No. <u>2217NW</u>	
			Account No. <u>53670</u>	
<b>Subtotal</b>				\$3,900.00
<b>Sales Tax (7.0%)</b>				\$0.00
<b>Total</b>				\$3,900.00
<b>TOTAL DUE</b>				\$3,900.00

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
 PO BOX 654  
 Slater, IA 50244  
 Phone:(515)685-3536  
 Fax:(515)685-3530

Date	Invoice #
3/6/2023	55208

Bill To  
 On Track Construction, LLC  
 1435 West F Ave  
 PO Box 524  
 Nevada, IA 50201

2217NW

Ref#	Due Date	Customer No.	City or County	Project
	4/5/2023		Story	Nevada - Wastewater Treatment
Qty	Item	Description	Price	Amount
3	EWO	2.28 2023 - 5.2.2023 Extra Work Order - Additional Traffic Control	1,950.00	5,850.00
			Job No. <u>2217NW</u>	
			Account No. <u>53670</u>	
<b>Subtotal</b>				\$5,850.00
<b>Sales Tax (7.0%)</b>				\$0.00
<b>Total</b>				\$5,850.00
<b>TOTAL DUE</b>				\$5,850.00

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
 PO BOX 654  
 Slater, IA 50244  
 Phone:(515)685-3536  
 Fax:(515)685-3530

Date	Invoice #
3/21/2023	55280

Bill To  
 On Track Construction, LLC  
 1435 West F Ave  
 PO Box 524  
 Nevada, IA 50201

Ref#	Due Date	Customer No.	City or County	Project
	4/20/2023	<u>2217NW</u>	Story	Wastewater Treatment Facility
Qty	Item	Description	Price	Amount
2	T/C R	3/13/2023 - 3/15/2023 Requested by Matt Runge Hwy 30 - Nevada Lump Sum Traffic Control Material Rental TC-418 Clearance	1,950.00	3,900.00
			Job No. <u>2217NW</u>	
			Account No. <u>53670</u>	
<b>Subtotal</b>				\$3,900.00
<b>Sales Tax (7.0%)</b>				\$0.00
<b>Total</b>				\$3,900.00
<b>TOTAL DUE</b>				\$3,900.00

telefonton - 4 195.00  
 53705.D







625 NILE KINNICK DRIVE SOUTH  
ADEL, IOWA 50003  
PH: 515-720-9808  
valerie@midwestaugers.com

02/12/2024

Date	Highway 30 Bore #1 Obstructions	Amount
1/3/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
1/4/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
1/5/2023	Foreman @ \$75/HR x 8 hours Laborer @ \$40/HR x 8 hours Laborer @ \$40/HR x 8 hours Komatsu PC 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$600 \$320 \$320 \$2,400 \$1,920 \$456 \$3,200 \$320
1/6/2023	Foreman @ \$75/HR x 8.5 hours Laborer @ \$40/HR x 8.5 hours Laborer @ \$40/HR x 8.5 hours Komatsu PC 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$637.5 \$340 \$340 \$2,550 \$2,040 \$484.5 \$3,400 \$340
1/12/2023	Foreman @ \$75/HR x 4 hours Laborer @ \$40/HR x 4 hours Laborer @ \$40/HR x 4 hours Komatsu PC 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$300 \$160 \$160 \$1,200 \$960 \$228 \$1,600 \$160
<b>TOTAL</b>		<b>\$199,427.50</b>

Date	Highway 30 Bore #1 Obstructions Cont.	Amount
1/13/2023	Foreman @ \$75/HR x 4 hours Laborer @ \$40/HR x 4 hours Laborer @ \$40/HR x 4 hours Komatsu PC 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$300 \$160 \$160 \$1,200 \$960 \$228 \$1,600 \$160
1/16/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
1/17/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
1/18/2023	Foreman @ \$75/HR x 7.5 hours Laborer @ \$40/HR x 7.5 Laborer @ \$40/HR x 7.5 Komatsu 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$562.5 \$300 \$300 \$2,250 \$1,800 \$427.5 \$3,000 \$300
1/19/2023	Foreman @ \$75/HR x 4 hours Laborer @ \$40/HR x 4 hours Laborer @ \$40/HR x 4 hours Komatsu PC 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$300 \$160 \$160 \$1,200 \$960 \$228 \$1,600 \$160
1/20/2023	Foreman @ \$75/HR x 6 hours Laborer @ \$40/HR x 6 hours Laborer @ \$40/HR x 4.5 hours Komatsu PC 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$450 \$240 \$180 \$1,800 \$1,440 \$342 \$2,400 \$240
1/21/2023	Foreman @ \$75/HR x 5 hours Laborer @ \$40/HR x 5 hours Komatsu PC 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$375 \$200 \$1,500 \$1,200 \$285 \$2,800 \$200

1/23/2023	Foreman @ \$75/HR x 8.5 hours Laborer @ \$40/HR x 8.5 hours Laborer @ \$40/HR x 8.5 hours Komatsu PC 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$637.5 \$340 \$340 \$2,550 \$2,040 \$484.5 \$3,400 \$340
1/24/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
1/25/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
1/26/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
1/27/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
1/30/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
1/31/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
2/1/2023	Foreman @ \$75/HR x 12 hours Laborer @ \$40/HR x 11.5 Laborer @ \$40/HR x 9.5 Laborer @ \$40/HR x 9.5 Komatsu 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$900 \$460 \$380 \$380 \$3,600 \$2,880 \$684 \$4,800 \$480
2/2/2023	Foreman @ \$75/HR x 11.5 hours Laborer @ \$40/HR x 10.5 Laborer @ \$40/HR x 10.5	\$862.5 \$420 \$420

2/3/2023	Laborer @ \$40/HR x 7 Komatsu 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$280 \$3,450 \$2,760 \$655.5 \$4,600 \$460
2/3/2023	Foreman @ \$75/HR x 4 hours Laborer @ \$40/HR x 4 hours Laborer @ \$40/HR x 4 hours Komatsu PC 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$300 \$160 \$160 \$1,200 \$960 \$228 \$1,600 \$160
Date	Highway 30 Bore #2 Obstructions	Amount
2/28/2023	Foreman @ \$75/HR x 5 hours Laborer @ \$40/HR x 5 hours Laborer @ \$40/HR x 5 hours Komatsu PC 490 @ \$300/HR Komatsu PC 300 @ \$240/HR 3 Miller welder/generator @ \$57/HR Barbco & Augers @ \$400/HR Trucks & Trailers @ \$40/HR	\$375 \$200 \$200 \$1,500 \$1,200 \$285 \$2,000 \$200
Date	Highway 30 Bore #3 Obstructions	Amount
3/9/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
3/10/2023	Komatsu PC 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$1,200 \$960 \$1,600 \$228 \$160
3/13/2023	Foreman @ \$75/HR x 11 hours Laborer @ \$40/HR x 11 hours Laborer @ \$40/HR x 9 hours Laborer @ \$40/HR x 9 hours Komatsu 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half Trucks and Trailers @ \$40/HR x half	\$825 \$440 \$360 \$360 \$1,200 \$960 \$1,600 \$228 \$160
3/14/2023	Foreman @ \$75/HR x 9.5 hours Laborer @ \$40/HR x 9.5 hours Laborer @ \$40/HR x 9.5 hours Laborer @ \$40/HR x 9.5 hours Komatsu 490 @ \$300/HR x half Komatsu PC 300 @ \$240/HR x half Barbco 48/60 950 with augers @ \$400/HR x half 3 Miller welder/generator @ \$57/HR x half	\$712.5 \$380 \$380 \$380 \$1,200 \$960 \$1,600 \$228



	Trucks and Trailers @ \$40/HR x half	\$160
3/15/2023	Foreman @ \$75/HR x 8 hours	\$600
	Laborer @ \$40/HR x 8 hours	\$320
	Laborer @ \$40/HR x 8 hours	\$320
	Laborer @ \$40/HR x 8 hours	\$320
	Komatsu 490 @ \$300/HR x half	\$1,200
	Komatsu PC 300 @ \$240/HR x half	\$960
	Barbco 48/60 950 with augers @ \$400/HR x half	\$1,600
3/20/2023	3 Miller welder/generator @ \$57/HR x half	\$228
	Trucks and Trailers @ \$40/HR x half	\$160
	Komatsu PC 490 @ \$300/HR x half	\$1,200
	Komatsu PC 300 @ \$240/HR x half	\$960
	Barbco 48/60 950 with augers @ \$400/HR x half	\$1,600
	3 Miller welder/generator @ \$57/HR x half	\$228
	Trucks and Trailers @ \$40/HR x half	\$160
3/21/2023	Komatsu PC 490 @ \$300/HR x half	\$1,200
	Komatsu PC 300 @ \$240/HR x half	\$960
	Barbco 48/60 950 with augers @ \$400/HR x half	\$1,600
	3 Miller welder/generator @ \$57/HR x half	\$228
	Trucks and Trailers @ \$40/HR x half	\$160
	Foreman @ \$75/HR x 10 hours	\$750
	Laborer @ \$40/HR x 10 hours	\$400
3/22/2023	Laborer @ \$40/HR x 10 hours	\$400
	Laborer @ \$40/HR x 10 hours	\$400
	Komatsu 490 @ \$300/HR x half	\$1,200
	Komatsu PC 300 @ \$240/HR x half	\$960
	Barbco 48/60 950 with augers @ \$400/HR x half	\$1,600
	3 Miller welder/generator @ \$57/HR x half	\$228
	Trucks and Trailers @ \$40/HR x half	\$160
3/23/2023	Foreman @ \$75/HR x 10 hours	\$750
	Laborer @ \$40/HR x 10 hours	\$400
	Laborer @ \$40/HR x 10 hours	\$400
	Laborer @ \$40/HR x 10 hours	\$400
	Komatsu PC 490 @ \$300/HR	\$3,000
	Komatsu PC 300 @ \$240/HR	\$2,400
	3 Miller welder/generator @ \$57/HR	\$570
Barbco & Augers @ \$400/HR	\$4,000	
	Trucks & Trailers @ \$40/HR	\$400



October 4, 2023

Midwest Augers  
Valerie Sutton  
625 Nile Kinick Dr. S.  
Adel, Iowa 50803  
[vsutton@midwestaugers.com](mailto:vsutton@midwestaugers.com)

Re: Extra Costs Associated with Differing Site Conditions  
Nevada WWTP Improvements, Phase 4

Dear Valerie,

I. Introduction

Olson Construction Law, P.C. has reviewed the letter from the Engineer, HR Green, to the General Contractor, OnTrack Construction, related to the costs submitted for a differing site conditions claim. Our understanding from the review of the letter is that the Engineer agrees there was a differing site condition, but disagrees with the invoiced amount. We further understand that there has been no formal denial, acceptance, or otherwise of the invoiced amount. It appears the Engineer marked up the invoice with comments and requested a resubmittal. We agree with Midwest Augers that it is entitled to far greater costs than it appears the Engineer is willing to approve.

II. Analysis

A) Applicable Contract Provision

We will address the points made by the Engineer in each instance, but first, it should be noted that the following provision in the 2022 SUDAS manual applies:

1.09 CHANGED SITE CONDITIONS

A. Latent or Subsurface Conditions:

1. If the Contractor encounters latent or subsurface conditions differing materially from those indicated in the contract documents or from those ordinarily encountered in performing work of the character involved, and which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors, and if these unusual or changed conditions are considered by the Contractor as a basis for compensation in addition to the contract price, the Contractor shall promptly after discovery thereof notify the Engineer of its claim in writing. Before

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disturbing the site at which the latent or subsurface condition is alleged to exist, the Contractor shall give the Engineer the opportunity to inspect the same.

2. After inspection by the Engineer, the Jurisdiction may, in its discretion, authorize the Contractor to proceed with or abandon the work. The Contractor shall resume construction operations pending a decision regarding its claim by the Jurisdiction. Failure of the Contractor to give prompt written notice and to give the Engineer full opportunity to inspect the condition before disturbing the site shall be deemed a waiver by the Contractor of all claims for extra compensation arising out of the alleged condition.

B. Compensation:

1. If the Engineer determines the condition could not reasonably have been discovered, the Contractor is entitled to additional compensation by reason of increased expense caused by the condition, and said condition requires work not contemplated by the contract, a change order will be executed by the parties providing for additional compensation for such amount as the parties may agree upon.
2. If the Engineer determines the condition to be such as to justify an extension in contract time, such additional time will be granted according to [Section 1040.1.11 - Delays Caused by the Jurisdiction](#) and [Section 1080.1.09 - Extension of Time](#).

Because it appears as though there is no disagreement that a differing site condition was encountered, your submittal must focus on subpart B, compensation. It must be noted that the exact language is "the Contractor is entitled to additional compensation by reason of increased expense caused by the condition..." Therefore, if the condition "caused" the expense, it should be paid for, *without limitation*. The only question should consequently be whether the condition *caused* the expenses for which you have sought payment.

B) Response to Engineer's Comments

i. General/Invoice Comments

1) Wages

A detailed breakdown of wages and hours should be provided as backup documentation to better support your extra costs. Reviewing the breakdown of OnTrack's labor costs, we would agree that this is a good format to follow.

2) Equipment

There are three points here: documentation should be provided for the equipment rates; detailed hours should be provided for equipment; and no payment will be recommended for days in which equipment was not used. As to the first two, we would agree that backup for both the rates and hours should be utilized. As to the third point, we disagree with the Engineer and you should obtain payment for *idle equipment*.

In a case where project disruption occurs, and causes a contractor to be onsite longer than necessary, it is appropriate to be paid for equipment that is not only in use and being operated, but is *idle*. The reason for this is, equipment costs the contractor money every day, whether it is operated or not, and if it is on this

project longer than planned as a result of differing site conditions, it is both costing you more money and not making money elsewhere.

Olson Construction Law has brought many of these types of claims around the Country, including Iowa, and idle equipment is always recognized. The typical measure of damages for idle equipment is *1/2 the operated rate if self-owned, or the extended rental cost if rented*. That is the rate which IDOT has used on past projects.

3) Insurance

Insurance costs are aggregated over all projects, and as a result, when one project has a duration extended, the insurance costs are therefor increased. Midwest should provide the backup documentation and explanation for these costs to the Engineer.

4) Office Expense

As with Insurance, home office expenses are aggregated over the course of a project and when the duration is extended the costs therefor go up. These costs are also routinely included in differing site condition claims. In the industry, this is referred to as *unabsorbed home office overhead*.

5) Fuel

The documentation requested by the Engineer should be provided to fully support this cost.

6) Rock Blasting

The documentation requested by the Engineer should be provided to fully support this cost.

ii. Obstruction Detail Comments

In addition to the general comments, the Engineer went through the daily obstruction costs, and compared its daily notes to the requested costs. In general, it appears that most of the notes have to do with "no work performed." However, assuming that no work was performed due to the differing site conditions, those *idle equipment costs* should be compensated. As discussed in the Equipment section above, those are real costs to the contractor and are not excluded as part of a differing site conditions claim. And, as discussed, these *idle equipment costs* have been paid by IDOT at half the operated rates.

For days in which the Engineer disagrees with what work was performed or how long the work was performed, Midwest should review its records, and either explain why the initial submission was correct, or amend its submission to reflect the work on those days.

III. Conclusion

While the Engineer makes some good points in terms of backup documentation and support for the invoiced amount, Olson Construction Law fully believes that it is incorrect in its stance on Equipment, Insurance, and Office Expense. Midwest should resubmit with all backup documentation, and we would recommend you submit this letter as well.

Olsen Construction Law would advise all parties to meet in person to attempt to resolve this matter amicably. In the event that this would proceed to claims or beyond, all parties would be paying attorney's fees, and at the end of the day attorneys are the ones who win.

Olson Construction Law, P.C.



Thomas R. Olson



10225 33rd Hwy, Road 1, Suite 200 | Johnston, IA 50131  
 Main 515.778.2513 | Fax 515.778.1948

December 8, 2023

Mr. Matt Runge  
 OnTrack Construction  
 1435 W F Avenue  
 Nevada, Iowa 50201

Re: Nevada WWTF Improvements, Phase 4 – Revised Auger Boring Obstructions Review Comments

Dear Matt:

HR Green (HRG) has reviewed OnTrack's revised additional time & materials claims for auger boring subsurface obstructions and has the provided comments below. We have also attached our summary of the claimed labor and equipment expenses based on the submitted documentation.

**Midwest Augers, Inc.**

**General/Invoice Comments:**

- 1) Wages:
  - a. Wages (hours) were provided for each worker at their corresponding hours and bill rates.
  - b. The revised claim included Project Manager labor hours for each day equal to previously submitted employee labor hours.
    - i. HRG has no record of a Project Manager on-site or performing the claimed work.
    - ii. No project manager has previously been identified with the work on the project.
    - iii. SUDAS is absent on the matter of payroll costs associated with employees not in direct performance of the claimed work. Therefore, HRG has reviewed these costs against allowed costs as outlined in the EJCDC General Conditions, Article 13.01, a widely used and accepted reference for determining the cost of the work. It is HRG's opinion that the role of Project Manager falls under Article 13.01.C.1 is excluded and is considered administrative and covered by the Contractor's fee.
  - c. See attached labor and equipment claims summary for markups to additional labor claims.
- 2) Equipment:
  - a. Please clarify if claimed equipment is owned or rented. Per the included letter from Olson Construction Law (Olson), idle equipment is recognized as either:
    - i. One-half the operated rate if owned, or
    - ii. [One-half] the extended rental cost if rented.
  - b. Emails from Road Machinery & Supplies Co. and TRS were provided listing quoted equipment rental rates for claimed equipment; however, HRG notes these quotes were obtained after HRG initial response to this claim.
  - c. See attached labor and equipment claims summary for markups to additional labor claims.
- 3) Insurance:
  - a. Requested documentation and explanation for this line item was not provided and was removed as a "direct" cost in the claim.
- 4) Office Expense:
  - a. This line item was removed as a "direct" cost in the claim.



Matt Runge  
12/8/23

- b. HRG maintains our previous position that direct expenses of Contractor's offices are excluded from extra work and no payment for office expenses will be recommended. SUDAS is absent on the matter of office expenses associated with claimed extra work. Therefore, HRG has reviewed these costs against allowed costs as outlined in the EJCDC General Conditions, Article 13.01, a widely used and accepted reference for determining the cost of the work. Per Article 13.01.C.3 expenses at offices other than a jobsite office are excluded. HRG would consider these expenses administrative and covered by the Contractor's fee.
- 5) Fuel:
  - a. Requested documentation and explanation for this line item was not provided and was removed as a "direct" cost in the claim.
- 6) Rock Blasting:
  - a. Documentation was provided for the cost of rock blasting.
  - b. HRG has no comments on this item.

**Obstruction Detail Comments:**

**Obstruction #1 – Removal of Boulder in 30" Casing Path**  
 See attached labor and equipment claims summary for markups to additional labor claims.

**Obstruction #2 – Removal of Boulder Via Explosives in 30" Casing Path**  
 See attached labor and equipment claims summary for markups to additional labor claims.

**Obstruction #3 – 30" Steering Head Repair**  
 As per HRG's previous comments, no obstruction was observed. Midwest claimed repairs were due to Obstruction #2. HRG will recommend partial payment for this claimed obstruction. See attached labor and equipment claims summary for markups to additional labor claims.

**Obstruction #4 – Removal of Boulder in 24" Casing Path**  
 See attached labor and equipment claims summary for markups to additional labor claims.

**Obstruction #5 – 24" Obstruction/Casing Repair**  
 See attached labor and equipment claims summary for markups to additional labor claims.

**Obstruction #6 – 24" Obstruction/Casing Repair**  
 See attached labor and equipment claims summary for markups to additional labor claims.

**Ontrack Construction:**

**General Comments:**

- 1) Markup for subcontractor work adjusted per original comment (10% for the first \$50,000, and 5% for portions over \$50,000.)

**Obstruction Detail Comments:**

**Obstruction #1 – Removal of Boulder in 30" Casing Path**  
 See attached labor and equipment claims summary for markups to additional labor claims.

**Obstruction #2 – Removal of Boulder Via Explosives in 30" Casing Path**  
 No Comments



Matt Runge  
12/8/23

**Obstruction #3 – 30" Steering Head Repair**  
 As per HRG's previous comments, no obstruction was observed. Midwest claimed repairs were due to Obstruction #2. HRG will recommend partial payment for this claimed obstruction. See attached labor and equipment claims summary for markups to additional labor claims.

**Obstruction #4 – Removal of Boulder in 24" Casing Path**  
 See attached labor and equipment claims summary for markups to additional labor claims.

**Obstruction #5 – 24" Obstruction/Casing Repair**  
 See attached labor and equipment claims summary for markups to additional labor claims.

**Obstruction #6 – 24" Obstruction/Casing Repair**  
 See attached labor and equipment claims summary for markups to additional labor claims.

**Iowa Plains Signing:**

No comments

Based on HRG's review of the revised claims, our recommendation to the City for payment is as follows:

Item	Amount
OnTrack Self-Performed Work	\$35,196.25
OnTrack Self-Performed Work Markup (15%)	\$5,279.44
Iowa Plains Signing (Subcontractor)	\$19,500.00
Iowa Plains Signing Markup (10% on first \$50,000)	\$1,950.00
Midwest Augers (Subcontractor)	
Self-Performed Work	\$89,091.50
Self-Performed Work Markup (15%)	\$13,363.73
Rock Blasting (Subcontract)	\$1,030.00
Rock Blasting Markup (10%)	\$103.00
Midwest Augers Markup (10% on first \$50,000)	\$5,000.00
Midwest Augers Markup (5% above \$50,000)	\$2,679.41
<b>TOTAL</b>	<b>\$173,193.33</b>

Please let me know if you would like to request a meeting to discuss this claim further, otherwise HRG will make the above recommendation to the City for payment via a formal change order.

Sincerely,  
 HR GREEN, INC.



Michael Roth, P.E.  
 Project Manager

Enclosures

Cc: Jordan Cook, City of Nevada

J:\2018\160473.04\Construction\Change\_Management\Change\_Requests\Boring Construction\Request 11To Con\HR-120823-  
 Revised\_Boring\_Obstructions\_extra\_costs\_comments-OnTrack.docx





11-14-23

ATTN: Michael Roth/ HR Green  
CC: Jordan Cook/ City of Nevada

RE: Nevada WWTF Improvements, Phase 4 – Auger Boring Obstructions

Dear Michael,

On Track Construction and Midwest Augers have reviewed your letter dated July 25, 2023 regarding our claim for additional compensation for on site subsurface auger boring obstructions. After review of your letter, Midwest Augers forwarded all information to their attorney for a third party review of your comments. I have attached a letter from Olson Construction Law, PC that is in response to your letter. Please review their letter as it relates to contractor's rights associated with differing site conditions.

In response to your letter, both On Track Construction and Midwest Augers have gone through their original invoices and provided additional breakout and made some changes to address your mark-ups. However, please note that there are still disagreements that we have. Down time, or idle time, is an expense that cannot be dismissed by HR Green. This goes for both labor and equipment as it relates to both unforeseen and uncontrollable conditions. Olson's letter provides some insight on this. I have personally fought this and prevailed on other projects where the engineer would not recommend payment for idle time or additional equipment needed on site periodically.

On Track Construction and Midwest Augers have provided, within the attachments, what we believe to be a good breakout of extra costs associated with the auger boring obstructions. While the overall invoice amount has not changed significantly, there is much more breakout on Midwest's end, and some change's with On Track's along with some commentary. After your review, we would like to request a meeting to discuss any further changes that are requested.

Thanks,

Matt Runge, President

October 4, 2023

Midwest Augers  
Valerie Sutton  
625 Nile Kinnick Dr. S.  
Adel, Iowa 50003  
[vsutton@midwestaugers.com](mailto:vsutton@midwestaugers.com)

Re: Extra Costs Associated with Differing Site Conditions  
Nevada WWTF Improvements, Phase 4

Dear Valeria,

I. Introduction

Olson Construction Law, P.C. has reviewed the letter from the Engineer, HR Green, to the General Contractor, OnTrack Construction, related to the costs submitted for a differing site conditions claim. Our understanding from the review of the letter is that the Engineer agrees there was a differing site condition, but disagrees with the invoiced amount. We further understand that there has been no formal denial, acceptance, or otherwise of the invoiced amount. It appears the Engineer marked up the invoice with comments and requested a resubmittal. We agree with Midwest Augers that it is entitled to far greater costs than it appears the Engineer is willing to approve.

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ON TRACK CONSTRUCTION, LLC 1435 WEST F AVENUE NEVADA, IOWA 50201

disturbing the site at which the latent or subsurface condition is alleged to exist, the Contractor shall give the Engineer the opportunity to inspect the same.

- 2. After inspection by the Engineer, the Jurisdiction may, in its discretion, authorize the Contractor to proceed with or abandon the work. The Contractor shall resume construction operations pending a decision regarding its claim by the Jurisdiction. Failure of the Contractor to give prompt written notice and to give the Engineer full opportunity to inspect the condition before disturbing the site shall be deemed a waiver by the Contractor of all claims for extra compensation arising out of the alleged condition.

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project longer than planned as a result of differing site conditions, it is both costing you more money and not making money elsewhere.

Olson Construction Law has brought many of these types of claims around the Country, including Iowa, and idle equipment is always recognized. The typical measure of damages for idle equipment is 1/2 the operated rate if self-owned, or the extended rental cost if rented. That is the rate which IDOT has used on past projects.

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4) Office Expense

As with Insurance, home office expenses are aggregated over the course of a project and when the duration is extended the costs therefor go up. These costs are also routinely included in differing site condition claims. In the industry, this is referred to as unabsorbed home office overhead.

5) Fuel

The documentation requested by the Engineer should be provided to fully support this cost.

6) Rock Blasting

The documentation requested by the Engineer should be provided to fully support this cost.

ii. Obstruction Detail Comments

In addition to the general comments, the Engineer went through the daily obstruction costs, and compared its daily notes to the requested costs. In general, it appears that most of the notes have to do with "no work performed." However, assuming that no work was performed due to the differing site conditions, those idle equipment costs should be compensated. As discussed in the Equipment section above, those are real costs to the contractor and are not excluded as part of a differing site conditions claim. And, as discussed, these idle equipment costs have been paid by IDOT at half the operated rates.

For days in which the Engineer disagrees with what work was performed or how long the work was performed, Midwest should review its records, and either explain why the initial submission was correct, or amend its submission to reflect the work on those days.

III. Conclusion

While the Engineer makes some good points in terms of backup documentation and support for the invoiced amount, Olson Construction Law fully believes that it is incorrect in its stance on Equipment, Insurance, and Office Expense. Midwest should resubmit with all backup documentation, and we would recommend you submit this letter as well.



# WORK ORDER

Olson Construction Law would advise all parties to meet in person to attempt to resolve this matter amicably. In the event that this would proceed to claims or beyond, all parties would be paying attorney's fees, and at the end of the day attorneys are the ones who win.

NEVADA, IOWA 50201  
PH: 515-451-6719  
mailto:ontrackiowa.com

DATE: 11/14/23  
WO #: 1  
RE: T&M COSTS ON SUBSURFACE OBSTRUCTIONS

ATTN: CITY OF NEVADA/ HR GREEN

Olson Construction Law, P.C.

Thomas R. Olson

ITEM DESCRIPTION	AMOUNT
<b>**T&amp;M COSTS FOR SUBSURFACE OBSTRUCTIONS FOUND DURING AUGER BORE OPERATIONS</b>	
<b>*BORE OBSTRUCTION #1 - ENCOUNTERED ON 1-2-23 AND BEGAN DIGGING ON 1-5-23. BACKFILLED ON 1-6-23. BORING RESUMED ON 1-7-23:</b>	
<b>LABOR &amp; EQUIPMENT ON 1-5-23:</b>	
FOREMAN @ \$75.00/ HR x 8.5 HOURS	\$ 637.50
OPERATOR @ \$60.00/ HR x 8.5 HOURS	\$ 510.00
PIPELAYER @ \$55.00/ HR x 8.5 HOURS	\$ 467.50
JD 135 EXCAVATOR @ \$155.00/ HR x 8 HOURS	\$ 1,240.00
JD 50 EXCAVATOR @ \$95.00/ HR x 4 HOURS	\$ 380.00
JAMES'S CREW HAS RECORDED HOURS FOR THE JD 50 WILL REDUCE HOURS BY HALF FOR THIS SUPPORT MACHINE	
<b>LABOR &amp; EQUIPMENT ON 1-6-23:</b>	
HR GREEN'S NOTES DO NOT MATCH OUR DAILIES. BUT WE WILL AGREE TO THE REDUCED LABOR HOURS. HOWEVER WE NEED TO BILL THE JD 50 FOR AT LEAST HALF THE HOURS AS A SUPPORT MACHINE NEEDED ON SITE	
FOREMAN @ \$75.00/ HR x 4 HOURS	\$ 300.00
OPERATOR @ \$60.00/ HR x 8 HOURS	\$ 480.00
PIPELAYER @ \$55.00/ HR x 4 HOURS	\$ 220.00
JD 135 EXCAVATOR @ \$155.00/ HR x 8 HOURS	\$ 1,240.00
JD 50 EXCAVATOR @ \$95.00/ HR x 4 HOURS	\$ 380.00
<b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b>	
PER ATTACHED INVOICE 54816	\$ 1,950.00
SEE NEXT PAGE FOR CONTINUATION	

4

MIDWEST AUGERS: SEE ATTACHED COMBINED TOTAL WITH NOTES MIDWEST INVOICE IS TOTALED AT BOTTOM	
<b>*BORE OBSTRUCTION #2 - ENCOUNTERED ON 1-12-23. NO DIGGING. BLASTED ON 1-18-23. RESUMED BORING ON 1-21-23.</b>	
MIDWEST AUGERS: SEE ATTACHED COMBINED TOTAL WITH NOTES MIDWEST INVOICE IS TOTALED AT BOTTOM	
<b>*BORE OBSTRUCTION #3 - ENCOUNTERED ON 1-23-23 AND BEGAN DIGGING ON 2-1-23. BACKFILLED ON 2-3-23. BORING RESUMED ON 2-6-23.</b>	
DAMAGE TO MIDWEST AUGER'S MACHINE WAS DUE TO ROCK OBSTRUCTIONS ENCOUNTERED. ON TRACK TIME IS FOR DIGGING UP THE STEERING HEAD FOR THE REPAIR	
<b>LABOR &amp; EQUIPMENT ON 2-1-23:</b>	
FOREMAN @ \$75.00/ HR x 10 HOURS	\$ 750.00
OPERATOR @ \$60.00/ HR x 9.5 HOURS	\$ 570.00
PIPELAYER @ \$55.00/ HR x 10 HOURS	\$ 550.00
JD 345 EXCAVATOR @ \$225.00/ HR x 9.5 HOURS	\$ 2,137.50
TRUCK & TRAILER @ \$135.00/ HR x 2.75 HOURS	\$ 371.25
TRENCH SHORING RENTAL - 3 DAYS @ \$500/ EA	\$ 1,500.00
EQUIPMENT LOWBOY HAUL - JD 345	\$ 475.00
<b>LABOR &amp; EQUIPMENT ON 2-3-23:</b>	
FOREMAN @ \$75.00/ HR x 10 HOURS	\$ 750.00
OPERATOR @ \$60.00/ HR x 9 HOURS	\$ 540.00
JD 345 EXCAVATOR @ \$225.00/ HR x 9 HOURS	\$ 2,025.00
TRACK SKIDLOADER @ \$105.00/ HR x 9 HOURS	\$ 945.00
TRUCK & TRAILER @ \$135.00/ HR x 2.5 HOURS	\$ 337.50
EQUIPMENT LOWBOY HAUL - JD 345 DEMOB	\$ 475.00
<b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b>	
PER ATTACHED INVOICE 55027	\$ 3,900.00
SEE NEXT PAGE FOR CONTINUATION	

MIDWEST AUGERS: SEE ATTACHED COMBINED TOTAL WITH NOTES MIDWEST INVOICE IS TOTALED AT BOTTOM	
<b>*BORE OBSTRUCTION #4 - ENCOUNTERED ON 2-26-23 AND BEGAN DIGGING ON 2-28-23 &amp; BACKFILLED SAME DAY. BORING RESUMED ON 3-1-23.</b>	
<b>LABOR &amp; EQUIPMENT ON 2-28-23:</b>	
THE CREW HAD 6 3/4 HOURS CLOCKED ON THE JOB FOR THIS TASK. THEY WERE PAID FOR 7 HOURS WHICH INCLUDED MOBILIZING FROM SHOP. THE MACHINE HOURS TOTALED 6 HOURS. REMAINING WAS PICKUP & MOB	
FOREMAN @ \$75.00/ HR x 7 HOURS	\$ 525.00
OPERATOR @ \$60.00/ HR x 7 HOURS	\$ 420.00
JD 85 EXCAVATOR @ \$115.00/ HR x 6 HOURS	\$ 690.00
JD 50 EXCAVATOR @ \$95.00/ HR x 1.5 HOURS	\$ 142.50
JD 50 MACHINE WAS ON SITE & HAD 1.5 HOURS RUN TIME	
TRUCK & TRAILER @ \$135.00/ HR x 2 HOURS	\$ 270.00
<b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b>	
PER ATTACHED INVOICE 55209	\$ 5,850.00
PRICE WAS DUE TO BOTH EASTBOUND AND WESTBOUND NEEDING ALTERED	
MIDWEST AUGERS: SEE ATTACHED COMBINED TOTAL WITH NOTES MIDWEST INVOICE IS TOTALED AT BOTTOM	
<b>*BORE OBSTRUCTION #5 - ENCOUNTERED ON 3-8-23 AND BEGAN DIGGING ON 3-13-23. BACKFILLED ON 3-15-23. BORING RESUMED ON 3-16-23.</b>	
<b>LABOR &amp; EQUIPMENT ON 3-13-23:</b>	
ALL 4 GUYS CLOCKED 10.5 HRS FOR THIS WORK. 9 MACHINE HOURS CLOCKED	
FOREMAN @ \$75.00/ HR x 10.5 HOURS	\$ 787.50
OPERATOR @ \$60.00/ HR x 10.5 HOURS	\$ 630.00
PIPELAYER @ \$55.00/ HR x 10.5 HOURS	\$ 577.50
TOPMAN @ \$50.00/ HR x 10.5 HOURS	\$ 525.00
JD 345 EXCAVATOR @ \$225.00/ HR x 9 HOURS	\$ 2,025.00
TRUCK & TRAILER @ \$135.00/ HR x 2.5 HOURS	\$ 337.50
TRENCH SHORING RENTAL - 3 DAYS @ \$500/ EA	\$ 1,500.00
EQUIPMENT LOWBOY HAUL - JD 345	\$ 475.00



<b>LABOR &amp; EQUIPMENT ON 3-15-23:</b>		
FOUND THAT CREW WORKED AT THE PLANT FOR 4.5 OF THE ORIGINAL 12 HOURS CHARGED. REVISED TO 3.5 HOURS OF TIME ON THIS WORK		
FOREMAN @ \$75.00/ HR x 3.5 HOURS	\$	262.50
OPERATOR @ \$60.00/ HR x 3.5 HOURS	\$	210.00
PIPELAYER @ \$55.00/ HR x 3.5 HOURS	\$	192.50
TOPMAN (2) @ \$50.00/ HR x 3.5 HOURS	\$	175.00
JD 345 EXCAVATOR @ \$225.00/ HR x 3.5 HOURS	\$	787.50
TRACK SKIDLOADER @ \$105.00/ HR x 3 HOURS	\$	315.00
TRUCK & TRAILER @ \$135.00/ HR x 3 HOURS	\$	405.00
EQUIPMENT LOWBOY HAUL - JD 345	\$	475.00
<b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b>		
PER ATTACHED INVOICE 55280	\$	3,900.00
<b>MIDWEST AUGERS:</b>		
SEE ATTACHED COMBINED TOTAL WITH NOTES MIDWEST INVOICE IS TOTALED AT BOTTOM		
<b>*BORE OBSTRUCTION #6 - ENCOUNTERED ISSUES 3-17-23 DUE TO PRIOR OBSTRUCTIONS. CASING WAS BINDING. DUG ON 3-22-23. BACKFILLED ON 3-24-23 AFTER BORE WAS COMPLETE FROM OTHER END</b>		
<b>LABOR &amp; EQUIPMENT ON 3-22-23:</b>		
FOREMAN @ \$75.00/ HR x 7 HOURS	\$	525.00
OPERATOR @ \$60.00/ HR x 7 HOURS	\$	420.00
PIPELAYER @ \$55.00/ HR x 7 HOURS	\$	385.00
TOPMAN @ \$50.00/ HR x 7 HOURS	\$	350.00
JD 345 EXCAVATOR @ \$225.00/ HR x 7 HOURS	\$	1,575.00
TRUCK & TRAILER @ \$135.00/ HR x 3 HOURS	\$	405.00
TRENCH SHORING RENTAL - 3 DAYS @ \$500/ EA	\$	1,500.00
EQUIPMENT LOWBOY HAUL - JD 345	\$	475.00
<b>LABOR &amp; EQUIPMENT ON 3-24-23:</b>		
FOREMAN @ \$75.00/ HR x 4 HOURS	\$	300.00
OPERATOR @ \$60.00/ HR x 4 HOURS	\$	240.00
PIPELAYER @ \$55.00/ HR x 4 HOURS	\$	220.00
JD 345 EXCAVATOR @ \$225.00/ HR x 4 HOURS	\$	900.00
TRACK SKIDLOADER @ \$105.00/ HR x 4 HOURS	\$	420.00
TRUCK & TRAILER @ \$135.00/ HR x 2.5 HOURS	\$	337.50

EQUIPMENT LOWBOY HAUL - JD 345	\$	475.00
<b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b>		
PER ATTACHED INVOICE 55367	\$	3,900.00
SUDAS SECTION 1090 PART 1.04 SPECIFICALLY PERTAINS TO MARK-UP ON SUBCONTRACTORS. ANY SUBCONTRACTOR UNDER 50K IN VALUE SHALL REMAIN MARKED UP 10%. MARK UP IS BROKE OUT BELOW		
15% MARKUP ON SELF-PERFORMED WORK:	\$	5,630.44
10% MARKUP ON IOWA PLANES SIGNING WORK:	\$	2,513.04
<b>MIDWEST AUGERS:</b>		
PER ATTACHED MIDWEST AUGERS INVOICE:	\$	198,687.03
10% MARKUP ON FIRST 50K OF MIDWEST'S WORK:	\$	5,000.00
5% MARKUP ON REMAINDER OF MIDWEST'S WORK:	\$	7,434.35
<b>TOTAL INVOICE AMOUNT:</b>	<b>\$</b>	<b>276,301.11</b>

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
PO BOX 654  
Slater, IA 50244  
Phone:(515)685-3536  
Fax:(515)685-3530

Date	Invoice #
1/9/2023	54816

Bill To  
On Track Construction, LLC  
1435 West F Ave  
PO Box 524  
Nevada, IA 50201

Ref#	Due Date	Customer No.	City or County	Project
	2/8/2023		Story	Nevada - Wastewater Treatment
Qty	Item	Description	Price	Amount
1	EWO	Extra Work Order - Additional Traffic Control	1,950.00	1,950.00
			Job No. 2217NW	
			Account No. 53670	
<b>Subtotal</b>				\$1,950.00
<b>Sales Tax (0.0%)</b>				\$0.00
<b>Total</b>				\$1,950.00
<b>TOTAL DUE</b>				\$1,950.00

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
PO BOX 654  
Slater, IA 50244  
Phone:(515)685-3536  
Fax:(515)685-3530

**Invoice**

Date	Invoice #
2/7/2023	55027

Bill To  
On Track Construction, LLC  
1435 West F Ave  
PO Box 524  
Nevada, IA 50201

Ref#	Due Date	Customer No.	City or County	Project
	3/9/2023		Story	Nevada - Wastewater Treatment
Qty	Item	Description	Price	Amount
2	EWO	Extra Work Order - Additional Traffic Control	1,950.00	3,900.00
			Job No. 2217NW	
			Account No. 53670	
<b>Subtotal</b>				\$3,900.00
<b>Sales Tax (7.0%)</b>				\$0.00
<b>Total</b>				\$3,900.00
<b>TOTAL DUE</b>				\$3,900.00

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
PO BOX 654  
Slater, IA 50244  
Phone:(515)685-3536  
Fax:(515)685-3530

Invoice	
Date	Invoice #
3/6/2023	55208

Bill To
On Track Construction, LLC 1435 West F Ave PO Box 524 Nevada, IA 50201

Ref#	Due Date	Customer No.	City or County	Project
	4/5/2023		Story	Nevada - Wastewater Treatment
Qty	Item	Description	Price	Amount
3	EWO	2/28/2023 - 3/2/2023 Extra Work Order - Additional Traffic Control	1,950.00	5,850.00
				Subtotal \$5,850.00
				Sales Tax (7.0%) \$0.00
				Total \$5,850.00
				<b>TOTAL DUE \$5,850.00</b>

Job No. 2217NV  
Account No. 53670

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
PO BOX 654  
Slater, IA 50244  
Phone:(515)685-3536  
Fax:(515)685-3530

Invoice	
Date	Invoice #
3-21-2023	55280

Bill To
On Track Construction, LLC 1435 West F Ave PO Box 524 Nevada, IA 50201

Ref#	Due Date	Customer No.	City or County	Project
	4/20/2023	2217NV	Story	Wastewater Treatment Facility
Qty	Item	Description	Price	Amount
2	T/C R	3/13/2023 - 3/15/2023 Requested by Matt Runge Hvy 30 - Nevada Lump Sum Traffic Control Material Rental TC-118 Closures	1,950.00	3,900.00
				Subtotal \$3,900.00
				Sales Tax (7.0%) \$0.00
				Total \$3,900.00
				<b>TOTAL DUE \$3,900.00</b>

Job No. 2217NV  
Account No. 53670

retention - \$195.00  
\$ 3705.00

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
PO BOX 654  
Slater, IA 50244  
Phone:(515)685-3536  
Fax:(515)685-3530

Invoice	
Date	Invoice #
3/30/2023	55367

Bill To
On Track Construction, LLC 1435 West F Ave PO Box 524 Nevada, IA 50201

Ref#	Due Date	Customer No.	City or County	Project
	4/29/2023	2217NV	Story	Wastewater Treatment Facility
Qty	Item	Description	Price	Amount
2	T/C R	3/21/2023 - 3/24/2023 Requested by Matt Runge Hvy 30 - Nevada Lump Sum Traffic Control Material Rental TC-118 Closures	1,950.00	3,900.00
				Subtotal \$3,900.00
				Sales Tax (7.0%) \$0.00
				Total \$3,900.00
				<b>TOTAL DUE \$3,900.00</b>

Job No. 2217NV  
Account No. 53670

retention - 195.00  
\$ 3705.00

Midwest Augers, Inc.  
625 Nile Kinnick Dr S  
Adel, IA 50003 US  
valerie@midwestaugers.com

**Invoice**

BILL TO  
OnTrack Excavating

INVOICE #	DATE	TOTAL DUE	DUPLICATE	TERMS	EXPIRES
2306	05/02/2023	\$198,687.03	06/01/2023	Net 30	

P.O. NUMBER  
Change Order

QUANTITY	DESCRIPTION	UNIT	PRICE	AMOUNT
02	Site Work	Wages	1	50,287.50
02	Site Work	Boring Machine and Augers	1	63,504.00
02	Site Work	490 Excavator	1	46,368.00
02	Site Work	Trucks & Trailers	1	8,316.00
02	Site Work	Rock Blasting	1	1,030.00
02	Site Work	30" Casing (used on south end of Bore #3) Ask Mike	20	135.00
				Subtotal: 172,205.50
02	Site Work	Profit 15%	1	26,481.53
				26,481.53
				BALANCE DUE \$198,687.03



625 NILE KINNICK DRIVE SOUTH  
ADEL, IOWA 50003  
PH: 515-720-9808  
valerie@midwestaugers.com

04/19/2023

Nevada, Iowa-WWTF Obstructions Detail

Date	Highway 30 Bore #1-30" Casing	Time
1/2/23	Encountered obstruction. Tried to grind through it. Cut casing and pulled equipment.	7 hrs
1/3/23	Waited for permits to dig up median.	.5 equip
1/4/23	Waited for permits to dig up median.	.5 equip
1/5/23	Dug median looking for obstruction.	9.5 hrs
1/6/23	Removed boulder, set up equipment.	9.5 hrs
1/7/23	Back to installing casing.	
1/12/23	Encountered obstruction. Tried to grind through. Cut casing and pulled equipment.	9 hrs
1/13/23	Removed augers, cleaned rails, entered casing, started digging on obstruction.	8.5 hrs
1/14/23	Exposed 20" of boulder. Drilled hole for blasting.	6 hrs
1/16/23	Waited on permits.	.5 equip
1/17/23	Waited on permits. Pumped water out of bore pit.	.5 equip 2.5 hrs
1/18/23	Blasted boulder. Set equipment up. Pushed ahead and encountered obstruction.	7.5 hrs
1/19/23	Removed augers.	4 hrs
1/20/23	Entered casing, inspected, made some repairs.	4 hrs
1/21/23	Set up equipment to pull the casing back. Prepped the casing for pulling.	5 hrs
1/23/23	Pulled on casing. Snapped 20k chains 2x. Made repairs. Pulled back 12".	8.5 hrs
2/4-30	Waited on steering head parts and permit to dig up median.	.5 equip
1/31/23	Dug up median. Cleaned out and prepped casing for repairs.	7 hrs
2/1/23	Cut steering head in median, removed broken parts, back to shop to rebuild.	12 hrs
2/2/23	Welded steering head back together in median.	11.5 hrs
2/3/23	Pushed casing back into place and tested steering head.	4 hrs.

Date	Highway 30 Bore #2-24" Casing	Hours
2/26/23	Encountered obstruction about 90' out. Tried to grind through.	4 hrs
2/27/23	Rain day-No work. Waited on permits to dig shoulder.	
2/28/23	Dug up shoulder. Removed boulder.	9 hrs



625 NILE KINNICK DRIVE SOUTH  
ADEL, IOWA 50003  
PH: 515-720-9808  
valerie@midwestaugers.com

10/12/2023

Date	Highway 30 Bore #1 Obstructions	Amount
1/2/2023	Project Manager @ \$100/HR x 7 hours Foreman @ \$75/HR x 7 hours Laborer @ \$40/HR x 7 hours Laborer @ \$40/HR x 7 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$700 \$525 \$280 \$280 \$1,472 \$2,016 \$264
1/3/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
1/4/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
1/5/2023	Project Manager @ \$100/HR x 9.5 hours Foreman @ \$75/HR x 9.5 hours Laborer @ \$40/HR x 9.5 hours Laborer @ \$40/HR x 9.5 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$950 \$712.50 \$380 \$380 \$1,472 \$2,016 \$264
1/6/2023	Project Manager @ \$100/HR x 9.5 hours Foreman @ \$75/HR x 9.5 hours Laborer @ \$40/HR x 9.5 hours Laborer @ \$40/HR x 9.5 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$950 \$712.50 \$380 \$380 \$1,472 \$2,016 \$264
1/12/2023	Project Manager @ \$100/HR x 9.5 hours Foreman @ \$75/HR x 9.5 hours Laborer @ \$40/HR x 9.5 hours Laborer @ \$40/HR x 7 hours Laborer @ \$40/HR x 8.5 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$950 \$712.50 \$380 \$280 \$340 \$1,472 \$2,016 \$264

Date	Highway 30 Bore #3-24" Casing	
3/8/23	Out 180° and pressures shot up, encountered boulder, auger refusal.	2 hrs
3/9/23	Waited on permits.	.5 equip
3/10/23	Waited on permits.	.5 equip
3/13/23	Dug up median	9 hrs
3/14/23	Made repairs to broken casing.	9.5 hrs
3/15/23	Realigned casing joints and reinforced. Back to installing pipe.	8 hrs
3/17/23	Pushed 15', encountered obstruction. Augers refused.	2 hrs
3/19/23	Tried to push through obstruction.	4 hrs
3/20/23	Waited on permits.	.5 equip
3/21/23	Waited on permits.	.5 equip
3/22/23	Dug up median. Made repairs to casing. Pulled augers.	10 hrs
3/23/23	Finished repairs. Put augers back in. Ready to install pipe.	10 hrs

Date	Highway 30 Bore #1 Obstructions Cont.	Amount
1/13/2023	Project Manager @ \$100/HR x 9.5 hours Foreman @ \$75/HR x 9.5 hours Laborer @ \$40/HR x 9.5 hours Laborer @ \$40/HR x 5 hours Laborer @ \$40/HR x 5 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$950 \$712.50 \$380 \$200 \$200 \$1,472 \$2,016 \$264
1/14/2023	Project Manager @ \$100/HR x 6 hours Foreman @ \$75/HR x 6 hours Laborer @ \$40/HR x 3.5 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$600 \$450 \$140 \$1,472 \$2,016 \$264
1/16/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
1/17/2023	Project Manager @ \$100/HR x 2.5 hours Foreman @ \$75/HR x 2.5 hours Laborer @ \$40/HR x 2.5 hours Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$250 \$187.50 \$100 \$736 \$1,008 \$132
1/18/2023	Project Manager @ \$100/HR x 7.5 hours Foreman @ \$75/HR x 7.5 hours Laborer @ \$40/HR x 7.5 Laborer @ \$40/HR x 7.5 Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$750 \$562.50 \$300 \$300 \$1,472 \$2,016 \$264
1/19/2023	Project Manager @ \$100/HR x 4 hours Foreman @ \$75/HR x 4 hours Laborer @ \$40/HR x 4 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$400 \$300 \$160 \$1,472 \$2,016 \$264
1/20/2023	Project Manager @ \$100/HR x 6 hours Foreman @ \$75/HR x 6 hours Laborer @ \$40/HR x 6 hours Laborer @ \$40/HR x 4.5 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$600 \$450 \$240 \$180 \$1,472 \$2,016 \$264
1/21/2023	Project Manager @ \$100/HR x 5 hours Foreman @ \$75/HR x 5 hours Laborer @ \$40/HR x 5 hours Laborer @ \$40/HR x 5 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$500 \$375 \$200 \$200 \$1,472 \$2,016 \$264



Date	Highway 30 Bore #1 Obstructions Cont.	Amount
1/23/2023	Project Manager @ \$100/HR x 8.5 hours Foreman @ \$75/HR x 8.5 hours Laborer @ \$40/HR x 8.5 hours Laborer @ \$40/HR x 8.5 hours Laborer @ \$40/HR x 8.5 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$850 \$637.50 \$340 \$340 \$340 \$1,472 \$2,016 \$264
1/24/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
1/25/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
1/26/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
1/27/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
1/30/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
1/31/2023	Project Manager @ \$100/HR x 7 hours Foreman @ \$75/HR x 7 hours Laborer @ \$40/HR x 5.5 hours Laborer @ \$40/HR x 5 hours Laborer @ \$40/HR x 4 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$700 \$525 \$220 \$200 \$160 \$1,472 \$2,016 \$264
2/1/2023	Project Manager @ \$100/HR x 12 hours Foreman @ \$75/HR x 12 hours Laborer @ \$40/HR x 11.5 hours Laborer @ \$40/HR x 9.5 hours Laborer @ \$40/HR x 9.5 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$1,200 \$900 \$460 \$380 \$380 \$1,472 \$2,016 \$264
2/2/2023	Project Manager @ \$100/HR x 11.5 hours Foreman @ \$75/HR x 11.5 hours Laborer @ \$40/HR x 10.5 hours Laborer @ \$40/HR x 10.5 hours Laborer @ \$40/HR x 7 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$1,150 \$862.50 \$420 \$420 \$280 \$1,472 \$2,016 \$264
2/3/2023	Project Manager @ \$100/HR x 4 hours Foreman @ \$75/HR x 4 hours	\$400 \$300

	Laborer @ \$40/HR x 4 hours Laborer @ \$40/HR x 4 hours Laborer @ \$40/HR x 4 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$160 \$160 \$160 \$1,472 \$2,016 \$264
Date	Highway 30 Bore #2 Obstructions	Amount
2/26/2023	Project Manager @ \$100/HR x 4 hours Foreman @ \$75/HR x 4 hours Laborer @ \$40/HR x 4 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$400 \$300 \$160 \$1,472 \$2,016 \$264
2/28/2023	Project Manager @ \$100/HR x 9 hours Foreman @ \$75/HR x 9 hours Laborer @ \$40/HR x 9 hours Laborer @ \$40/HR x 8.5 hours Laborer @ \$40/HR x 8.5 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$900 \$675 \$360 \$340 \$340 \$1,472 \$2,016 \$264
Date	Highway 30 Bore #3 Obstructions	Amount
3/8/2023	Project Manager @ \$100/HR x 2 hours Foreman @ \$75/HR x 2 hours Laborer @ \$40/HR x 2 hours Laborer @ \$40/HR x 2 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$200 \$150 \$80 \$80 \$80 \$1,472 \$2,016 \$264
3/9/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
3/10/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
3/13/2023	Project Manager @ \$100/HR x 11 hours Foreman @ \$75/HR x 11 hours Laborer @ \$40/HR x 11 hours Laborer @ \$40/HR x 9 hours Laborer @ \$40/HR x 9 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$1,100 \$825 \$440 \$360 \$360 \$1,472 \$2,016 \$264
3/14/2023	Project Manager @ \$100/HR x 9.5 hours Foreman @ \$75/HR x 9.5 hours Laborer @ \$40/HR x 9.5 Laborer @ \$40/HR x 9.5 Laborer @ \$40/HR x 9.5 Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY	\$950 \$712.50 \$380 \$380 \$380 \$1,472 \$2,016

	Trucks & Trailers @ \$264/DAY	\$264
3/15/2023	Project Manager @ \$100/HR x 8 hours Foreman @ \$75/HR x 8 hours Laborer @ \$40/HR x 8 Laborer @ \$40/HR x 8 Laborer @ \$40/HR x 8 Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$800 \$600 \$320 \$320 \$320 \$1,472 \$2,016 \$264
3/17/2023	Project Manager @ \$100/HR x 2 hours Foreman @ \$75/HR x 2 hours Laborer @ \$40/HR x 2 hours Laborer @ \$40/HR x 2 hours Laborer @ \$40/HR x 2 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$200 \$150 \$80 \$80 \$80 \$1,472 \$2,016 \$264
3/19/2023	Project Manager @ \$100/HR x 4 hours Foreman @ \$75/HR x 4 hours Laborer @ \$40/HR x 4 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$400 \$300 \$160 \$1,472 \$2,016 \$264
3/20/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
3/21/2023	Komatsu PC 490 @ \$1,472/DAY x .5 Barbco 48/60 950 with augers @ \$2,016/DAY x .5 Trucks and Trailers @ \$264/DAY x .5	\$736 \$1,008 \$132
3/22/2023	Project Manager @ \$100/HR x 10 hours Foreman @ \$75/HR x 10 hours Laborer @ \$40/HR x 10 hours Laborer @ \$40/HR x 10 hours Laborer @ \$40/HR x 7.5 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$1,000 \$750 \$400 \$400 \$300 \$1,472 \$2,016 \$264
3/23/2023	Project Manager @ \$100/HR x 10 hours Foreman @ \$75/HR x 10 hours Laborer @ \$40/HR x 10 hours Laborer @ \$40/HR x 10 hours Laborer @ \$40/HR x 10 hours Komatsu 490 @ \$1,472/DAY Barbco & Augers @ \$2,016/DAY Trucks & Trailers @ \$264/DAY	\$1,000 \$750 \$400 \$400 \$400 \$1,472 \$2,016 \$264



Statement for Work on highway 30 at Nevada, Iowa

January 17, 2023	one hour	\$175.00
January 18, 2023	four hours	\$ 700.00
	One case Nitro	\$100.00
	One non-electric cap	\$20.00
	200 foot of lead	\$35.00
Total		\$1030.00

Thank you

Allan J. Beyer  
1524 County Line Rd.  
Monroe, Iowa 50170

*Allan J. Beyer*







Item	Description	Quantity	Unit	Rate	Total	Notes
010000	Excavation	1.00	cu yd	100.00	100.00	Excavation for auger boring
020000	Auger Boring	1.00	hr	150.00	150.00	Auger boring for 30" casing
030000	Equipment	1.00	hr	100.00	100.00	Equipment for auger boring
040000	Labor	1.00	hr	100.00	100.00	Labor for auger boring
050000	Materials	1.00	hr	100.00	100.00	Materials for auger boring
060000	Overhead	1.00	hr	100.00	100.00	Overhead for auger boring
070000	Profit	1.00	hr	100.00	100.00	Profit for auger boring
080000	Subcontract	1.00	hr	100.00	100.00	Subcontract for auger boring
090000	Other	1.00	hr	100.00	100.00	Other for auger boring
100000	Total	10.00		1000.00	1000.00	

Item	Description	Quantity	Unit	Rate	Total	Notes
010000	Excavation	1.00	cu yd	100.00	100.00	Excavation for auger boring
020000	Auger Boring	1.00	hr	150.00	150.00	Auger boring for 30" casing
030000	Equipment	1.00	hr	100.00	100.00	Equipment for auger boring
040000	Labor	1.00	hr	100.00	100.00	Labor for auger boring
050000	Materials	1.00	hr	100.00	100.00	Materials for auger boring
060000	Overhead	1.00	hr	100.00	100.00	Overhead for auger boring
070000	Profit	1.00	hr	100.00	100.00	Profit for auger boring
080000	Subcontract	1.00	hr	100.00	100.00	Subcontract for auger boring
090000	Other	1.00	hr	100.00	100.00	Other for auger boring
100000	Total	10.00		1000.00	1000.00	



July 25, 2023

Mr. Matt Runge  
OnTrack Construction  
1435 W F Avenue  
Nevada, Iowa 50201

Re: Nevada WWTF Improvements, Phase 4 – Auger Boring Obstructions-Review Comments

Dear Matt:

HR Green has reviewed OnTrack's additional time & materials claims for auger boring subsurface obstructions and has the provided comments below. We have also attached markups to the submitted documentation for reference. HRG will need additional information and/or clarifications as noted in order to provide a final recommendation to the City on this matter. Please let me know if you have any questions.

**Midwest Augers, Inc:**

**General/Invoice Comments:**

- 1) Wages: (hours) should be provided for each worker at their corresponding hours and wage rates. Lumping of multiple laborer's hours and wages into one line item is not acceptable. Wage rates requested for each laborer shall be checked against submitted Davis Bacon Wage Rates and industry standard overhead costs. See OnTrack Construction's breakdown of labor costs incurred for each obstruction.
- 2) Equipment:
  - a. Documentation should be provided showing the breakdown of rates for use of all equipment:
    - i. Boring Machine, 490 Excavator, Augers, Tools and Supplies, and Trucks & Trailers
  - b. Detailed hours should be provided for each day of requested equipment payment. Sum of hours in detailed hours should equal the total hours shown on the invoice. See OnTrack Construction's breakdown of equipment hours for each obstruction.
  - c. No Payment will be recommended for days in which equipment was not used.
- 3) Insurance:
  - a. Provide explanation for this line item as an "extra",
  - b. Documentation should be provided showing the breakdown of additional costs incurred by insurance due to obstruction delays.
  - c. Detailed hours should be provided for each day of requested payment. Sum of total hours for requested payment should equal hours shown on the invoice.
- 4) Office Expense:
  - a. Expenses of Contractor's offices are excluded from extra work and no payment for office expenses will be recommended.
- 5) Fuel:
  - a. Documentation should be provided showing the breakdown of additional fuel costs incurred due to the additional work being performed.
- 6) Rock Blasting:
  - a. Documentation or an invoice should be provided for cost of rock blasting.



MRG Runge  
7/26/23

**Obstruction Detail Comments:**

**Obstruction #1 – Removal of Boulder in 30" Casing Path**

- 1/2/23: No payment will be recommended for this day. Obstruction was identified and notice sent; however, no extra work performed.
- 1/3/23: No payment will be recommended. HRG records indicate no work was performed.
- 1/4/23: No payment will be recommended. HRG records indicate no work was performed.
- 1/5/23: Only payment for 8 hours for three (3) laborers and associated equipment will be recommended. According to HRG records Midwest Augers performed work from 8 am to 5 pm with a 50-minute lunch break. Description of work should include removal of obstruction on 1/5/2023.
- 1/6/2023: Only payment for 8.5 hours for three (3) laborers and associated equipment will be recommended. According to HRG records Midwest Augers performed work from 8 am to 5 pm with a 30-minute lunch break. Description should be revised to better describe the work performed on 1/6/2023 as the obstruction was removed on 1/5/2023. Work on 1/6/2023 included clearing of excavation for monitoring of advancing casing and backfilling of the excavation.

**Obstruction #2 – Removal of Boulder Via Explosives in 30" Casing Path**

- 1/12/2023: Per HRG records, obstruction was encountered mid-day on 1/11/2023 not 1/12/2023. Obstruction was identified and notice sent; four (4) hours for augers removal on 1/12/2023.
- 1/13/2023: Per HRG records, augers removed on 1/12/2023 not 1/13/2023; Midwest performed work from 8 AM to 12 PM, drilled hole for explosives.
- 1/14/2023: Description of work performed took place on 1/13/2023 not 1/14/2023. No payment recommended for additional work on 1/14/2023.
- 1/15/2023: No payment will be recommended. HRG records indicate no work was performed.
- 1/17/2023: No payment will be recommended. HRG records indicate no extra work was performed. Dewatering of boring pit excavation was not related to obstruction and is not considered extra work.
- 1/18/2023: Payment will be recommended for additional work involved to remove boulder via explosives. Hours should reflect the number of laborers and equipment performing work onsite. According to HRG records, Boulder was blasted by 9:15 AM, augers were reinstalled and advanced approximately 10' before casing operation due to broken steering head. An invoice should be provided to document the cost of the rock blasting work that was performed.

**Obstruction #3 – 30" Steering Head Repair**

1/19/2023-2/3/2023: No payment will be recommended for work performed to repair boring equipment. Once equipment was repaired and reinstalled, boring was completed through the excavation by 1:30 PM with no obstruction noted. Repair of equipment is the responsibility of the contractor and is not deemed as additional work.

**Obstruction #4 – Removal of Boulder in 24" Casing Path**

- 2/26/2023: Outside of allowed contract working period; no record of Sunday work request or City approval; HRG was not on-site. No payment will be recommended for work performed.
- 2/27/2023: No comment.
- 2/28/2023: Payment will be recommended for additional work involved to remove boulder. Hours should reflect the one (1) foreman, three (3) laborers and equipment performing work onsite. According to HRG records, excavation began at 9:00 AM, obstruction was removed by 11 AM and backfilling was completed by 2:00 PM. Maximum of five (5) hours will be recommended for obstruction removal by Midwest Augers.



Obstruction #5 - 24" Obstruction/Casing Repair

3/08/2023: No payment will be recommended for this day. HRG records indicate obstruction was encountered at 4 PM during casing installation; however, no extra work performed.
3/09/2023: No payment will be recommended. HRG records indicate no work was performed.
3/10/2023: No payment will be recommended. HRG records indicate no work was performed.
3/13/2023: Payment will be recommended for additional work involved to access casing for repairs. According to field notes, work performed to access obstruction began at 9:00 AM and continued until the end of day for a total of eight (8) hours. Hours should reflect the number of laborers and equipment performing work onsite.
3/14/2023: Payment will be recommended for additional work involved to repair damaged casing due to obstruction. According to HRG records, work began at 8:00 AM for a total of eight (8) hours. Hours should reflect one (1) foreman and three (3) laborers and equipment performing work onsite.
3/15/2023: Payment will be recommended for additional work involved to repair damaged casing due to obstruction. According to HRG records, work began at 8:00 AM and continued through approximately 4 PM for a total of eight (8) hours. Hours should reflect one (1) foreman and three (3) laborers and equipment performing work onsite.

Obstruction #6 - 24" Obstruction/Casing Repair

3/17/2023: No payment will be recommended for this day. Obstruction was identified and notice sent; however, no extra work performed.
3/19/2023: Request was made and permission granted for working outside of allowed contract working period; however, request was for OnTrack and did not indicate Midwest would be working, only cleanup by OnTrack; HRG was not on-site. No payment will be recommended for work performed.
3/20/2023: No payment will be recommended. HRG records indicate no extra work was performed.
3/21/2023: No payment will be recommended. HRG records indicate no work was performed.
3/22/2023: Payment will be recommended for additional work involved to access casings for repairs. According to HRG records, work performed to access obstruction began at 8:00 AM and went into the evening. Hours should reflect the number of laborers and equipment performing work onsite.
3/23/2023: Payment will be recommended for additional work involved to repair damaged casing due to obstruction. According to HRG records, work began by 8 AM and continued throughout the day. Hours should reflect the number of laborers and equipment performing work onsite.

Ontrack Construction:

General Comments:

- 1) Per SUDAS 1090 1.04, Mark-up for subcontractor work may only be 10% for the first 50,000, and 5% for portions over \$50,000.

Obstruction Detail Comments:

Obstruction #1 - Removal of Boulder in 30" Casing Path

1/5/23: Payment requested for three (3) laborers at 8.5 hours each will be recommended. Payment for use of the JD-135 excavator will be recommended. Payment for use of the JD 50 excavator will not be recommended as it was onsite but never used for construction activities on 1/5/2023.



1/6/2023: Field notes indicated OnTrack construction was onsite from 8 am until 5 pm, with one (1) operator assisting Midwest Augers for duration of day and two (2) additional laborers periodically performing work. Backfilling activities began at approximately 3:30 P.M. and were complete by the end of the day. Payment for the operator and laborer should be reduced to four (4) hours each as they were not onsite for the entire duration of the working day and only performed work during set-up and backfilling operations. Payment for the operator should be reduced to eight (8) hours to reflect the time the operator was onsite. Payment for the JD 135 excavator should be reduced to eight (8) hours to reflect the time the excavator was in use. Payment for the JD 50 excavator should be reduced to two (2) hours to reflect the time the excavator was in use (only during backfilling operations).

Obstruction #2 - Removal of Boulder Via Explosives in 30" Casing Path

No Comments

Obstruction #3 - 30" Steering Head Repair

2/1/2023 & 2/3/2023: No obstruction noted. No payment will be recommended for work performed to repair boring equipment. Repair of equipment is the responsibility of the contractor and is not deemed as additional work. OnTrack will be responsible to coordinate with the subcontractor for any additional expenses incurred due to work performed for equipment repairs.

Obstruction #4 - Removal of Boulder in 24" Casing Path

2/28/2023: Field notes indicated traffic control was set up at 8:30 A.M. and backfilling completed by approximately 2:00 PM with a lunch break. The JD 50 Excavator was not used. Reduced payment will be recommended for six (6) hours for the operator, foreman, and JD 85 excavator. No payment will be recommended for the JD 50 excavator.

Obstruction #5 - 24" Obstruction/Casing Repair

3/13/2023: Field notes indicated traffic control was in place by 8:15 AM, equipment mobilized by 8:45 AM, and excavation began by 9:15 with intermittent work until end of day with a lunch break. Payment for all laborers should be reduced to eight (8) hours each to reflect the time they were onsite working. Payment for the JD 345 Excavator should be reduced to seven (7) hours to reflect the time the excavator was onsite and in use. Payment for truck and trailer, trench boxes, and haul will be recommended as submitted.

3/15/2023: Field notes indicated OnTrack Laborers were onsite intermittently throughout the day with limited work. OnTrack laborers helped backfill opening after approximately 4 PM to the end of the day. Payment for all laborers should be reduced to four (4) hours each as they were not onsite for the duration of the working day and only performed work intermittently for positioning of the casing and for backfilling. Payment for the JD 345 Excavator should be reduced to eight (8) hours to reflect the time the excavator was onsite and prepared for use. Payment for the track skid loader, truck and trailer, and haul will be recommended as submitted.

Obstruction #6 - 24" Obstruction/Casing Repair

3/22/2023: No comments. Payment for four (4) laborers at seven (7) hours each and equipment use will be recommended as requested.

3/24/2023: No comments. Payment for four (4) laborers at four (4) hours each and equipment use will be recommended as requested.



Iowa Plains Signing:

- 1) Confirm if quantity on invoices represents number of days traffic control was in place for obstruction removal.
2) No recommendation for payment of traffic control on Obstruction #3 as this was related to equipment repair and no obstruction found.

Sincerely, HR GREEN, INC.

Handwritten signature of Michael Roth

Michael Roth, P.E. Project Manager

Enclosure

Cc: Jordan Cook, City of Nevada

\\hrgreen.com\HRG\Data\2018\160473.04\Construction\Change\_Management\Change\_Requests\Boring Construction\16-072523-Boring\_Obstructions\_extra\_costs\_comments-OnTrack.docx



WORK ORDER

NEVADA, IOWA 50201 PH: 515-451-6719 matt@ontrackiowa.com
DATE: May 26, 2023 WO # 1 RE: T&M COSTS ON SUBSURFACE OBSTRUCTIONS
ATTN: CITY OF NEVADA/ HR GREEN

Table with 2 columns: ITEM DESCRIPTION and AMOUNT. Includes entries for BORE OPERATIONS, LABOR & EQUIPMENT ON 1-5-23, LABOR & EQUIPMENT ON 1-6-23, TRAFFIC CONTROL (IOWA PLAINS SIGNING), and MIDWEST AUGERS. Includes handwritten annotations in red such as 'On-site but Never Used' and circled numbers (4, 8, 10, 2) next to laborer and equipment hours.



<p><b>*BORE OBSTRUCTION #2</b> - ENCOUNTERED ON 1-12-23. NO DIGGING. BLASTED ON 1-18-23. RESUMED BORING ON 1-21-23.</p> <p>MIDWEST AUGERS: SEE ATTACHED COMBINED TOTAL WITH NOTES MIDWEST INVOICE IS TOTALED AT BOTTOM</p>		
<p><b>*BORE OBSTRUCTION #3</b> - ENCOUNTERED ON 1-23-23 AND BEGAN DIGGING ON 2-1-23. BACKFILLED ON 2-3-23. BORING RESUMED ON 2-6-23.</p>		
<p><b>LABOR &amp; EQUIPMENT ON 2-1-23:</b></p> <p>FOREMAN @ \$75.00/ HR x 10 HOURS \$ 750.00  OPERATOR @ \$60.00/ HR x 9.5 HOURS \$ 570.00  PIPELAYER @ \$55.00/ HR x 10 HOURS \$ 550.00  JD 345 EXCAVATOR @ \$225.00/ HR x 9.5 HOURS \$ 2,137.50  TRUCK &amp; TRAILER @ \$135.00/ HR x 2.75 HOURS \$ 371.25  TRENCH SHORING RENTAL - 3 DAYS @ \$500/ EA \$ 1,500.00  EQUIPMENT LOWBOY HAUL - JD 345 \$ 475.00</p>		<p>No Payment Recommended for work to repair equipment.</p>
<p><b>LABOR &amp; EQUIPMENT ON 2-3-23:</b></p> <p>FOREMAN @ \$75.00/ HR x 10 HOURS \$ 750.00  OPERATOR @ \$60.00/ HR x 9 HOURS \$ 540.00  JD 345 EXCAVATOR @ \$225.00/ HR x 9 HOURS \$ 2,025.00  TRACK SKIDLOADER @ \$105.00/ HR x 9 HOURS \$ 945.00  TRUCK &amp; TRAILER @ \$135.00/ HR x 2.5 HOURS \$ 337.50  EQUIPMENT LOWBOY HAUL - JD 345 DEMOB \$ 475.00</p>		
<p><b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b> PER ATTACHED INVOICE 55027 \$ 3,900.00</p>		
<p><b>MIDWEST AUGERS:</b> SEE ATTACHED COMBINED TOTAL WITH NOTES MIDWEST INVOICE IS TOTALED AT BOTTOM</p>		
SEE NEXT PAGE FOR CONTINUATION		

<p><b>*BORE OBSTRUCTION #4</b> - ENCOUNTERED ON 2-26-23 AND BEGAN DIGGING ON 2-28-23 &amp; BACKFILLED SAME DAY. BORING RESUMED ON 3-1-23.</p>		
<p><b>LABOR &amp; EQUIPMENT ON 2-28-23:</b></p> <p>FOREMAN @ \$75.00/ HR x 7 HOURS \$ 525.00  OPERATOR @ \$60.00/ HR x 7 HOURS \$ 420.00  JD 85 EXCAVATOR @ \$115.00/ HR x 7 HOURS \$ 805.00  JD 50 EXCAVATOR @ \$95.00/ HR x 7 HOURS \$ 565.00  TRUCK &amp; TRAILER @ \$135.00/ HR x 2 HOURS \$ 270.00</p>		
<p><b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b> PER ATTACHED INVOICE 55208 \$ 5,850.00</p>		
<p><b>MIDWEST AUGERS:</b> SEE ATTACHED COMBINED TOTAL WITH NOTES MIDWEST INVOICE IS TOTALED AT BOTTOM</p>		
<p><b>*BORE OBSTRUCTION #5</b> - ENCOUNTERED ON 3-8-23 AND BEGAN DIGGING ON 3-13-23. BACKFILLED ON 3-15-23. BORING RESUMED ON 3-16-23.</p>		
<p><b>LABOR &amp; EQUIPMENT ON 3-13-23:</b></p> <p>FOREMAN @ \$75.00/ HR x 10 HOURS \$ 787.50  OPERATOR @ \$60.00/ HR x 10.5 HOURS \$ 630.00  PIPELAYER @ \$55.00/ HR x 10.5 HOURS \$ 577.50  TOPMAN @ \$50.00/ HR x 10.5 HOURS \$ 525.00  JD 345 EXCAVATOR @ \$225.00/ HR x 10 HOURS \$ 2,250.00  TRUCK &amp; TRAILER @ \$135.00/ HR x 2.5 HOURS \$ 337.50  TRENCH SHORING RENTAL - 3 DAYS @ \$500/ EA \$ 1,500.00  EQUIPMENT LOWBOY HAUL - JD 345 \$ 475.00</p>		
<p><b>LABOR &amp; EQUIPMENT ON 3-15-23:</b></p> <p>FOREMAN @ \$75.00/ HR x 12 HOURS \$ 900.00  OPERATOR @ \$60.00/ HR x 12 HOURS \$ 720.00  PIPELAYER @ \$55.00/ HR x 12 HOURS \$ 660.00  TOPMAN (2) @ \$50.00/ HR x 15 HOURS \$ 750.00  JD 345 EXCAVATOR @ \$225.00/ HR x 10 HOURS \$ 2,250.00  TRACK SKIDLOADER @ \$105.00/ HR x 3 HOURS \$ 315.00  TRUCK &amp; TRAILER @ \$135.00/ HR x 3 HOURS \$ 405.00  EQUIPMENT LOWBOY HAUL - JD 345 \$ 475.00</p>		

<p><b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b> PER ATTACHED INVOICE 55280 \$ 3,900.00</p>		
<p><b>MIDWEST AUGERS:</b> SEE ATTACHED COMBINED TOTAL WITH NOTES MIDWEST INVOICE IS TOTALED AT BOTTOM</p>		
<p><b>*BORE OBSTRUCTION #6</b> - ENCOUNTERED ISSUES 3-17-23 DUE TO PRIOR OBSTRUCTIONS. CASING WAS BINDING. DUG ON 3-22-23. BACKFILLED ON 3-24-23 AFTER BORE WAS COMPLETE FROM OTHER END</p>		
<p><b>LABOR &amp; EQUIPMENT ON 3-22-23:</b></p> <p>FOREMAN @ \$75.00/ HR x 7 HOURS \$ 525.00  OPERATOR @ \$60.00/ HR x 7 HOURS \$ 420.00  PIPELAYER @ \$55.00/ HR x 7 HOURS \$ 385.00  TOPMAN @ \$50.00/ HR x 7 HOURS \$ 350.00  JD 345 EXCAVATOR @ \$225.00/ HR x 7 HOURS \$ 1,575.00  TRUCK &amp; TRAILER @ \$135.00/ HR x 3 HOURS \$ 405.00  TRENCH SHORING RENTAL - 3 DAYS @ \$500/ EA \$ 1,500.00  EQUIPMENT LOWBOY HAUL - JD 345 \$ 475.00</p>		
<p><b>LABOR &amp; EQUIPMENT ON 3-24-23:</b></p> <p>FOREMAN @ \$75.00/ HR x 4 HOURS \$ 300.00  OPERATOR @ \$60.00/ HR x 4 HOURS \$ 240.00  PIPELAYER @ \$55.00/ HR x 4 HOURS \$ 220.00  JD 345 EXCAVATOR @ \$225.00/ HR x 4 HOURS \$ 900.00  TRACK SKIDLOADER @ \$105.00/ HR x 4 HOURS \$ 420.00  TRUCK &amp; TRAILER @ \$135.00/ HR x 2.5 HOURS \$ 337.50  EQUIPMENT LOWBOY HAUL - JD 345 \$ 475.00</p>		
<p><b>TRAFFIC CONTROL (IOWA PLAINS SIGNING):</b> PER ATTACHED INVOICE 55367 \$ 3,900.00</p>		
<p><b>MIDWEST AUGERS:</b> PER ATTACHED MIDWEST AUGERS INVOICE SEE MIDWESTS NOTES ON OBSTRUCTIONS \$ 203,025.03</p>		
		10% MARK-UP \$ 26,635.63
		\$ 292,991.81

10% for first 50k.  
5% for portion over 50k. (1090 1.04)

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
PO BOX 654  
Slater, IA 50244  
Phone:(515)685-3536  
Fax:(515)685-3530

**Invoice**

Date	Invoice #
1/9/2023	54816

Bill To
On Track Construction, LLC
1435 West F Ave
PO Box 524
Nevada, IA 50201

Ref#	Due Date	Customer No.	City or County	Project	
	2/8/2023		Story	Nevada - Wastewater Treatment	
Qty	Item	Description	Price	Amount	
1	EWO	Extra Work Order - Additional Traffic Control	1,950.00	1,950.00	
			<b>Subtotal</b>	\$1,950.00	
			<b>Sales Tax (0.0%)</b>	\$0.00	
			<b>Total</b>	\$1,950.00	
			<b>TOTAL DUE</b>	\$1,950.00	

JOB # 2277  
Account # 53670

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
PO BOX 654  
Slater, IA 50244  
Phone:(515)685-3536  
Fax:(515)685-3530

**Invoice**

Date	Invoice #
2/7/2023	53027

Bill To  
On Track Construction, LLC  
1435 West F Ave  
PO Box 524  
Nevada, IA 50201

2217NW

Ref#	Due Date	Customer No.	City or County	Project
	3/9/2023		Story	Nevada - Wastewater Treatment
Qty	Item	Description	Price	Amount
2	FWO	Extra Work Order - Additional Traffic Control	1,950.00	3,900.00
			Subtotal	\$3,900.00
			Sales Tax (7.0%)	\$0.00
			Total	\$3,900.00
			<b>TOTAL DUE</b>	<b>\$3,900.00</b>

Job No: 2217NW  
Account No: 53670

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
PO BOX 654  
Slater, IA 50244  
Phone:(515)685-3536  
Fax:(515)685-3530

**Invoice**

Date	Invoice #
3/6/2023	53208

Bill To  
On Track Construction, LLC  
1435 West F Ave  
PO Box 524  
Nevada, IA 50201

2217NW

Ref#	Due Date	Customer No.	City or County	Project
	4/5/2023		Story	Nevada - Wastewater Treatment
Qty	Item	Description	Price	Amount
3	EWO	2-28-2023 - 3-3-2023 Extra Work Order - Additional Traffic Control	1,950.00	5,850.00
			Subtotal	\$5,850.00
			Sales Tax (7.0%)	\$0.00
			Total	\$5,850.00
			<b>TOTAL DUE</b>	<b>\$5,850.00</b>

Job No: 2217NW  
Account No: 53670

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
PO BOX 654  
Slater, IA 50244  
Phone:(515)685-3536  
Fax:(515)685-3530

**Invoice**

Date	Invoice #
3-21-2023	53280

Bill To  
On Track Construction, LLC  
1435 West F Ave  
PO Box 524  
Nevada, IA 50201

**Invoice**

Date	Invoice #
3/30/2023	53367

**Iowa Plains Signing, Inc.**

1110 W 6th Ave  
PO BOX 654  
Slater, IA 50244  
Phone:(515)685-3536  
Fax:(515)685-3530

Bill To  
On Track Construction, LLC  
1435 West F Ave  
PO Box 524  
Nevada, IA 50201

Ref#	Due Date	Customer No.	City or County	Project
	4/20/2023	2217NW	Story	Wastewater Treatment Facility
Qty	Item	Description	Price	Amount
2	T/C R	3-13-2023 - 3-15-2023 Requested by Matt Range Hwy 30 - Nevada Lump Sum Traffic Control Material Rental TC-418 Closures	1,950.00	3,900.00
			Subtotal	\$3,900.00
			Sales Tax (7.0%)	\$0.00
			Total	\$3,900.00
			<b>TOTAL DUE</b>	<b>\$3,900.00</b>

Job No: 2217NW  
Account No: 53670

Retention - 195.00  
\$ 3705.00

Ref#	Due Date	Customer No.	City or County	Project
	4/29/2023	2217NW	Story	Wastewater Treatment Facility
Qty	Item	Description	Price	Amount
3	T C R	3-21-2023 - 3-24-2023 Requested by Matt Range Hwy 30 - Nevada Lump Sum Traffic Control Material Rental TC-418 Closures	1,950.00	3,900.00
			Subtotal	\$3,900.00
			Sales Tax (7.0%)	\$0.00
			Total	\$3,900.00
			<b>TOTAL DUE</b>	<b>\$3,900.00</b>

Job No: 2217NW  
Account No: 53670

Retention - 195.00  
\$ 3705.00



Midwest Augers, Inc.  
625 Nile Kinnick Dr S  
Adel, IA 50003 US  
valerie@midwestaugers.co

Invoice



625 NILE KINNICK DRIVE SOUTH  
ADEL, IOWA 50003  
PH: 515-720-9808  
valerie@midwestaugers.com

BILL TO  
OnTrack Excav  
Provide breakdown of equipment hours  
in use for additional work. Provide  
documentation of what is included in  
equipment costs.

04/19/2023

Typical Breakdown in hours and wage rates should be  
provided for each laborer, equipment, or other item  
included in requested payment for each day.

INVOICE #	DATE	TOTAL DUE	DUPLICATE	TERMS	PAID
2306	05/02/2023	\$203,025.03	06/01/2023	Net 30	

SERVICE	DESCRIPTION	QTY	DATE	AMOUNT
02 Site Work	Wages (Hours)	183	260.00	47,580.00
02 Site Work	Boring Machine (Days)	27.375	1,000.00	27,375.00
02 Site Work	490 Excavator (Days)	27.375	1,452.00	39,748.50
02 Site Work	Augers (Days)	27.375	310.00	8,486.25
02 Site Work	Tools and Supplies	27.375	100.00	2,737.50
02 Site Work	Trucks & Trailers	27.375	230.00	6,296.25
02 Site Work	Insurance (Days)	27.375	640.00	17,620.00
02 Site Work	Office Expense	27.375	200.00	5,475.00
02 Site Work	Fuel (Days)	23	765.00	17,595.00
02 Site Work	Rock Blasting	1	1,030.00	1,030.00
02 Site Work	30" Casing (used on south end of Bore #3)	20	135.00	2,700.00
02 Site Work	Ask Mike			
02 Site Work	Profit 15%	1	26,461.53	26,461.53
Subtotal				176,543.50
BALANCE DUE				26,461.53

Hours and Rates  
should be provided  
for each laborer.

Provide documentation of hours and  
additional costs incurred by insurance.

Provide Invoice for Cost of  
Rock Blasting

Provide documentation of  
hours and additional costs  
included in fuel.

Nevada, Iowa-WWTF Obstructions Detail

Date	Description	Hours	Time
4/2/23	Encountered obstruction. Tried to grind through it. Cut casing and pulled equipment.	7 hrs	
4/3/23	Waited for permits to dig up median.	8 Hours	.5 equip
4/4/23	Waited for permits to dig up median.	8.5 Hours	.5 equip
4/5/23	Dug median looking for obstruction. Removed Boulder	4 Hours	9.5 hrs
4/6/23	Removed boulder, set up equipment.	4 Hours	9.5 hrs
4/7/23	Back to installing casing.	4 Hours	9 hrs
4/12/23	Encountered obstruction. Tried to grind through. Cut casing and pulled equipment.	4 Hours	9 hrs
4/13/23	Removed augers, cleaned rails, entered casing, started digging on obstruction.	8.5 hrs	9 hrs
4/14/23	Exposed 20" of boulder. Drilled hole for blasting.	9 hrs	
4/16/23	Waited on permits.	5 equip	
4/19/23	Waited on permits. Pumped water out of bore pit.	5 equip	
4/19/23	Waited on permits. Pumped water out of bore pit.	5 hrs	
4/18/23	Blasted boulder. Set equipment up. Pushed ahead and encountered obstruction.	7.5 hrs	
4/19/23	Removed augers.	4 hrs	
4/20/23	Entered casing, inspected, made some repairs.	4 hrs	
4/21/23	Set up equipment to pull the casing back. Prepped the casing for pulling.	5 hrs	
4/23/23	Pulled on casing. Snapped 20" chains 2x. Made repairs. Pulled back 12'.	6.5 hrs	
4/24/23	Waited on steering head parts and permit to dig up median.	7 hrs	
4/31/23	Dug up median. Cleaned out and prepped casing for repairs.	7 hrs	
5/1/23	Cut steering head in median, removed broken parts, back to shop to rebuild.	11.5 hrs	
5/2/23	Welded steering head back together in median.	4 hrs	
5/3/23	Pushed casing back into place and tested steering head.	4 hrs	
No payment will be recommended for work associated with equipment repairs.			

5 Hours

Date	Description	Hours
3/8/23	Out 180' and pressures shut up, encountered boulder, auger refusal.	2 hrs
3/9/23	Waited on permits.	.5 equip
3/10/23	Waited on permits.	.5 equip
3/13/23	Dug up median	8 Hours
3/14/23	Made repairs to broken casing.	9.5 hrs
3/15/23	Realigned casing joints and reinforced. Back to installing pipe.	8 Hours
3/17/23	Pushed 15', encountered obstruction. Augers refused.	2 hrs
3/19/23	Tried to push through obstruction.	4 hrs
3/20/23	Waited on permits.	.5 equip
3/21/23	Waited on permits.	.5 equip
3/22/23	Dug up median. Made repairs to casing. Pulled augers.	10 hrs
3/23/23	Finished repairs. Put augers back in. Ready to install pipe.	10 hrs



WORK ORDER

NEVADA, IOWA 50201  
PH: 515-451-6719  
mail@ontrackiowa.com

DATE: May 28, 2023  
WO #: 2  
RE: T&M COSTS  
TEMP SEWER  
SOUTH HWY 30

ATTN: CITY OF NEVADA/ HR GREEN

ITEM DESCRIPTION	AMOUNT
T&M COSTS FOR TEMPORARY SEWER ON SOUTH SIDE OF HIGHWAY 30 TO MAINTAIN SEWER FROM THE SOUTH DURING AUGER BORING	
LABOR & EQUIPMENT ON 2-17-23 TO PREP FOR TEMP SEWER	
FOREMAN @ \$75.00/ HR x 7 HOURS	\$ 525.00
OPERATOR @ \$60.00/ HR x 7 HOURS	\$ 420.00
JD 345 EXCAVATOR @ \$225.00/ HR x 7 HOURS	\$ 1,575.00
TRENCH SHORING RENTAL - 5 DAYS @ \$500/ EA	\$ 2,500.00
TRUCK & TRAILER @ \$135.00/ HR x 2 HOURS	\$ 270.00
EQUIPMENT LOWBOY HAUL - JD 345	\$ 475.00
LABOR & EQUIPMENT ON 2-21-23 TO BORE AND TIE IN SEWER	
FOREMAN @ \$75.00/ HR x 14.5 HOURS	\$ 1,087.50
OPERATOR @ \$60.00/ HR x 14.5 HOURS	\$ 870.00
OPERATOR @ \$60.00/ HR x 14.5 HOURS	\$ 870.00
PIPELAYER @ \$55.00/ HR x 14.5 HOURS	\$ 797.50
JD 345 EXCAVATOR @ \$225.00/ HR x 8 HOURS	\$ 1,800.00
TRACK SKIDLOADER @ \$105.00/ HR x 12 HOURS	\$ 1,260.00
PIT LAUNCH BORE MACHINE @ \$250.00/ HR x 10 HRS	\$ 2,500.00
EQUIPMENT LOWBOY HAUL - JD 345 DEMOB	\$ 475.00
TRUCK & TRAILER @ \$135.00/ HR x 2 HOURS	\$ 270.00
MATERIALS:	
75 LF 8" SDR 26, (2) 8" 45'S, (1) 8" FERNCO, (1) 8" WYE	\$ 1,215.00
10 TON PIPE BEDDING @ \$30/ LF	\$ 300.00
10% MARK-UP	\$ 1,721.00
<b>TOTAL</b>	<b>\$ 18,931.00</b>



HRGreen

5525 Merle Hay Road, Suite 200  
Johnston, IA 50131  
(515) 278-2913 Fax (515) 278-1846

FO No. #02

Field Order



NEVADA, IOWA 50201  
PH: 515-451-8719  
[ontrackconstruct@gmail.com](mailto:ontrackconstruct@gmail.com)

PCO CREDIT

DATE: December 6, 2022  
FO # 2  
RE: ELIMINATE MH  
CHIMNEY RINGS  
& SEALS

ATTN: HR GREEN

<b>PROJECT:</b> Nevada WWTF Improvements, Phase 4 Nevada, Iowa	<b>FO Instructed by:</b>
<b>TO CONTRACTOR:</b> On Track Construction 1435 West F Avenue Nevada, IA 50201	Engineer <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Other <input type="checkbox"/> Date Issued 12/05/2022

<b>FO is in Reference to:</b>	<b>FO is intended to:</b>
PCO	<input type="checkbox"/> Clarify Drawings
RFP	<input type="checkbox"/> Clarify Specifications
RFI	<input checked="" type="checkbox"/> Clarify Procedures
Other Buried Manhole Adjustment Rings	<input type="checkbox"/> Transmit drawings or documents <input type="checkbox"/> Other

REGARDING/REFERENCE: DWG C.100 Series Buried Manholes & Submittal

**INSTRUCTION:**

No adjustment rings will be required on the covers of the buried manholes shown on the C.100 series drawings (MH-0020 through MH-0125). Please install castings directly onto the flat top manholes.

A butyl mastic tape complying with ASTM C 877 or Butyl sealant meeting ASTM C990 (RAM NEK Joint Sealant or equal) shall be applied between the Manhole Casting and Manhole top to provide a water-tight seal according to manufacturer's recommendations. Anchor frame to manhole cover. Please submit sealant and anchors for review. No barrier shields will be necessary on Manholes with no adjustment rings.

Please submit a PCO with credit to the City for the removal of adjustment rings and barrier shields from the specified manholes.

If, in your opinion, this instruction involves work which changes the Contract Price or Time, you must submit a Proposed Change Order, or notice as required in the Contract Documents.

If you have any questions regarding this FO, please contact Mike Roth at 515-657-5304.

Michael Roth, P.E.  
Project Manager

ITEM DESCRIPTION	AMOUNT
<b>**ELIMINATE ADJUSTING RINGS AND CHIMNEY SEALS FOR BURIED MANHOLES</b>	
<b>MATERIALS (PER EACH)</b>	
(1) ADJUSTING RINGS	\$ (75.00)
(1) INFI-SHIELD UNIBAND SEAL OR EQUAL	\$ (195.00)
<b>LABOR &amp; EQUIPMENT</b>	
(1) LABOR FOR ADJUSTING RING AND SEAL INSTALL	\$ (105.00)
<b>TOTAL</b>	<b>\$ (375.00)</b>

THANK YOU FOR YOUR BUSINESS!

Item # 7E  
Date: 4-8-24

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the April 8, 2024 Council Agenda

Business Name Sports Bowl Event Phone Number \_\_\_\_\_

Address 1625 Fawcett Pkwy

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.

3/22/24  
Date

RIZ  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

\_\_\_\_\_  
\_\_\_\_\_  
No orders @ Rec center  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# State of Iowa

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DOYOUNBOWL2, LC	Sports Bowl	(651) 775-1861		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1625 Fawcett Parkway		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
1229 12th Street	Nevada	Iowa	50201	

### Contact Person

NAME	PHONE	EMAIL
Scott Walkner	(515) 382-2500	scott@doyoubowl.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 8, 2024	May 12, 2024	

#### SUB-PERMITS

Class C Retail Alcohol License

#### PRIVILEGES



# State of Iowa

Alcoholic Beverages Division

## Status of Business

BUSINESS TYPE

Limited Liability Company

## Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Scott Walkner	Nevada	Iowa	50201	owner	49.00	Yes
Jessica Walkner	Nevada	Iowa	50201	Owner	51.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Oct 31, 2023

POLICY EXPIRATION DATE

Oct 30, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

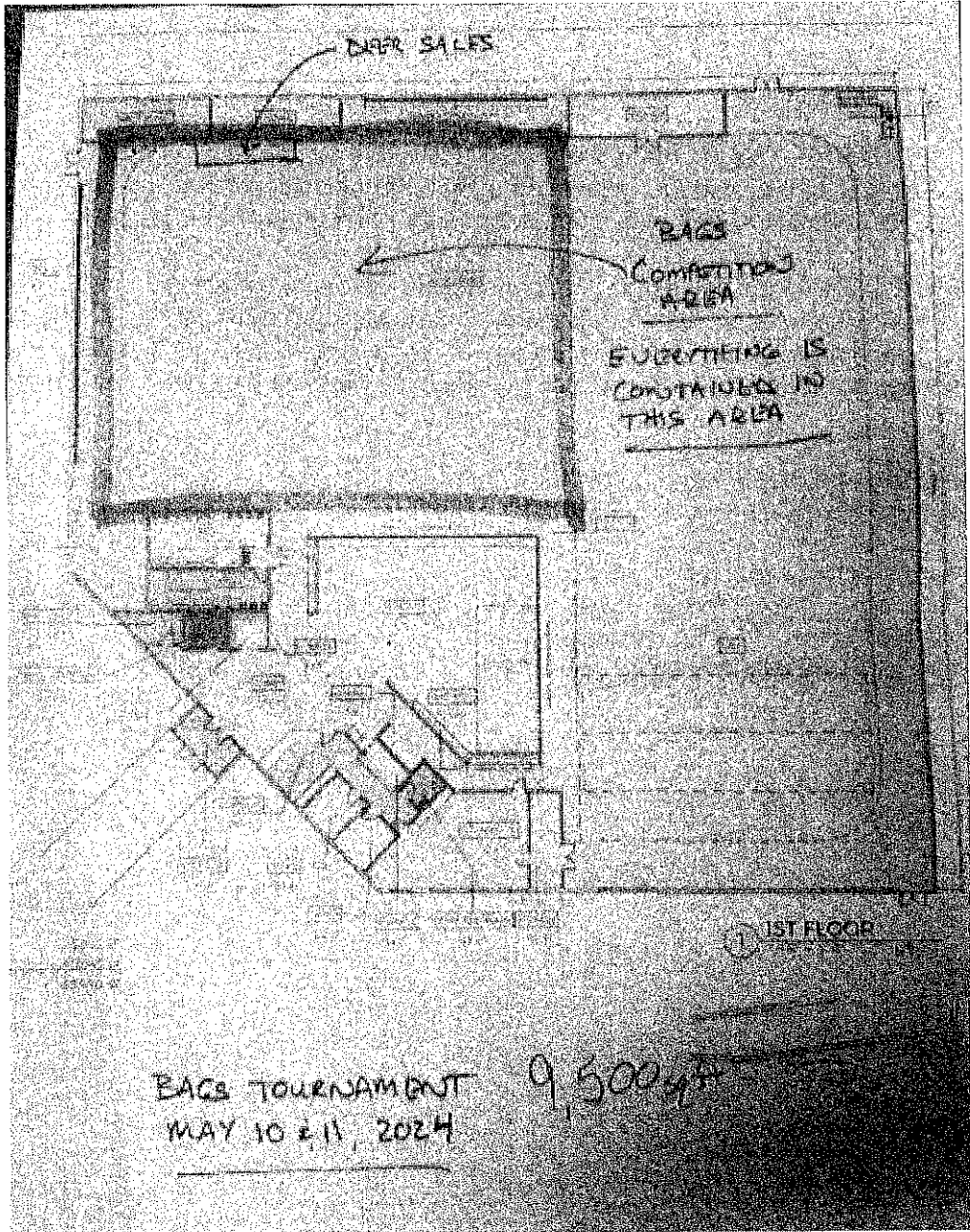
OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE





BACS TOURNAMENT  
MAY 10 & 11, 2024

9,500 sq ft

**RESOLUTION NO. 070 (2023/2024)**

**A RESOLUTION APPROVING NEVADA MAIN STREET DESIGN GUIDELINES  
TO ENHANCE DOWNTOWN DISTRICT**

WHEREAS, the City of Nevada (City) and Main Street Nevada (MSN) desire to continue support and participate in the Main Street Iowa program; and

WHEREAS, the City endorses the goal of economic revitalization of the Main Street district within the context of the historic preservation and rehabilitation of its historic buildings and supports the Main Street Approach® as developed by Main Street America; and

WHEREAS, the guidelines provide consistency and avoid arbitrary design; thereby giving the tools and advice needed to integrate new construction and remodeling into the surrounding community, providing an approach consisting of tightly integrated components making up a commonsense, strategy-driven framework to guide community-based downtown revitalization efforts; and

WHEREAS, MSN has requested the City provide approval of Nevada Main Street Design Guidelines to Enhance the Downtown District, as shown in Exhibit A; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Nevada, Iowa approves the Nevada Main Street Design Guidelines to Enhance the Downtown District.

PASSED, APPROVED, AND ADOPTED THIS 8<sup>th</sup> day of April, 2024.

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

ATTEST:

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



Nevada Main Street Design Guidelines  
To Enhance the Downtown District

Approved by Main Street Nevada Design  
Committee

And adopted by the City of Nevada  
April 8, 2024

## Introduction

The Historic downtown in Nevada, represents a rich history and helps define our community. 6<sup>th</sup> street corridor today remains the thoroughfare for our community engagement today; boasting parades, social gatherings, commercial diversity, service-based business offerings, entertainment venues and a variety of dining establishments. The boundaries in below photo outline the Main Street Historical District, listed on National Register of Historic Places. These design guidelines are put forth in an effort to support future development of the Nevada Downtown area by identifying desirable aesthetic qualities by maintaining and preserving Nevada's robust heritage.



Guidelines provide consistency and avoid arbitrary design; thereby giving the tools and advice needed to integrate new construction and remodeling into the surrounding community, providing an approach consisting of tightly integrated components making up a commonsense, strategy-driven framework to guide community-based downtown revitalization efforts.

## Main Street Success

There is no single formula for a successful Mainstreet but product, price, display, service, location, and market all play a part. Studies have shown, so does the outward appearance of



the business. Many store owners regard appearance as secondary to the more immediate concerns of price, product, and service. Too often the building itself is neglected or mishandled. Time and again, that appearance is extremely important to a healthy commercial district. When merchants work together to create an attractive image, the downtown as a whole can benefit.

Through the National Main Street Center, the National Trust for Historic Preservation has demonstrated the value of keeping up appearances. Without gimmicks or themes, it has shown how to build on resources and strengths that already exist in traditional commercial centers across the country. The time-tested methods for keeping up appearances are presented in these guidelines.

### **The Main Street Approach**

The key to improving appearances lies in recognizing a simple fact: The traditional business district is neither a shopping mall nor a commercial strip and should not pretend to be either. With its buildings, history, settings, and place within the community, Downtown Nevada is unique and special. It makes sense to acknowledge these resources and take full advantage of them — to develop the qualities that are already present downtown — qualities a mall or strip will never have.

In 2019, Nevada was designated a Main Street Iowa Community. This designation is part of a state and national revitalization program that is intended to help make the most of a location, whether it is on K avenue or elsewhere in the Main Street District.

The four-pronged Main Street revitalization program consists of: organization, promotion, economic vitality, and design. This guide addresses Main Street Design. Design enhances the visual appearance, attractiveness, and traffic management of the business district. Historic building rehabilitations, street and alley clean-ups, parking and traffic calming issues, colorful banners, landscaping, and lighting all improve the physical beauty of the downtown as a quality place in which to shop, work, walk, invest, and live.

### **Taking Advantage of Main Street**

The Main Street revitalization program is intended to help property owners make the most of their location. While organizational, promotional, and economic vitality questions are also important to the Main Street revitalization program, this guide is designed to offer advice on the care of property.

What improvements can make a building work better? How can it be more attractive to shoppers? The following pages present suggestions for improving appearances, as well as ideas for prolonging the life of old buildings. The practical advice offered here for restoration, rehabilitation or simply better maintenance could be augmented by more comprehensive guides listed in the reference section of this publication. Also consult knowledgeable professionals in our community. Other sources of information and expertise include the State Historic Preservation Office, Main Street Iowa, and the National Main Street Center.

Please refer to Appendix A for a detailed history and descriptions obtained from the *Building Improvement File* from the Main Street National Trust.



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- I. Introduction
- II. Intent and Purpose
- III. Applicability
- IV. Architectural Requirements
  - a. Site
  - b. Materials and Construction
  - c. Building sizes and proportions
  - d. Mechanical and Electrical Items
- V. Signage
  - a. Requirements
  - b. Location and Size
  - c. Types of Signs
    - i. Wall/Window Signs
    - ii. Billboards
    - iii. Banner Signs
    - iv. Murals
    - v. Projecting Signs
    - vi. Pole Signs
    - vii. Abandoned Signs
    - viii. Maintenance
    - ix. Non-Conforming Signs
    - x. Color
    - xi. Illumination
- VI. Landscaping & Site Requirements
- VII. Design Review Board & Procedures
  - a. Application
  - b. Design Review Board
- VIII. Glossary
- IX. Contact Information

Please See Attached Appendices for Permitted Signs by Numbers, Dimensions, and Location

## Intent and Purpose

The design review process is established to encourage the pursuit of the historical community significance, along with the best professional design for individual identity.

The ultimate goal is to enhance property values within the city and develop a distinct historical personality that is visually harmonious with surrounding sites and structures.

The intent is to establish guidelines, which will enhance the environment for trade, entertainment, and leisure through basic principles of design such as building texture, color, rhythm, and pattern.

The result will be to develop a satisfactory visual impact within the Downtown area. This will also help preserve taxable values, promote public health, safety, and welfare.

In addition to these Guidelines, please refer to all codes and ordinances adopted by the City of Nevada.

[https://codelibrary.amlegal.com/codes/nevada/latest/nevada\\_ia/0-0-0-1](https://codelibrary.amlegal.com/codes/nevada/latest/nevada_ia/0-0-0-1)

## Applicability

Architectural and design guidelines shall be applicable throughout the Downtown District. All new buildings, structures, and physical site improvements shall be subject to design review, despite any permit that might be required. Physical improvements and site developments include, but are not limited to: parking and loading area, driveways, retaining walls, signs, fences, garbage and trash enclosures, sidewalks, and utilities.

Projects within the Downtown District that are exempt from architectural/design guidelines include single family homes and multifamily structures containing no more than six (6) dwelling units.

In addition to these Guidelines, please refer to other Business Resources.

[Home | Main Street Nevada](#)

<http://iowasbdc.org/>

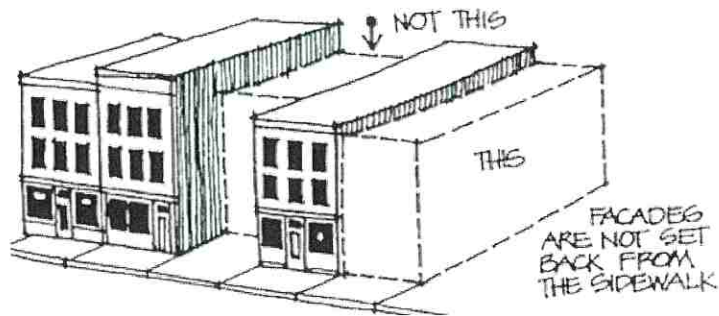
<https://cbgi.uni.edu/>

## Architectural Standards

### A. Site

Maintain existing predominant building setbacks. Place parking areas so as not to be the focal point of the building. (See Figure 1)

Figure 1



### B. Materials and Construction

Appropriate materials and combination of materials on a building façade have a substantial impact on the aesthetic quality, value, durability and maintenance of a building. Material used for building facades should be sympathetic to the adjacent context and enhance the overall character of the area. The following limits are intended to achieve meeting these goals.

These limits may be waived in part or whole for: (1) restoration projects as deemed necessary by the review committee to preserve the valuable historic character of the building, or (2) to accommodate a unique design of outstanding merit, which clearly enhances the aesthetic value of the surrounding buildings.

#### ***Unlimited Usage –***

The following materials may be used in unlimited quantities on building facades:

- Brick
- Stone
- Terra cotta

In addition, comply with all codes and ordinances adopted by the City of Nevada

<https://codelibrary.amlegal.com/codes/nevada/latest/overview>

**Limited Usage –**

**Wood-Finish Stock/Dimension Lumber/Plywood/Solid Wood Panels –**

Wood may be used on the first story (storefront level) in unlimited quantity for architectural elements (i.e. pilasters, cornices, decorative raised panels, etc.). Wood used above the first story is limited to architectural elements such as: cornices, trim boards, bracket, lintels, etc. Wood should not be used as general siding material.

**Stucco/Plaster/EIFS –**

Includes any material similar in texture and perception, either synthetic or natural. These materials should not be used as the only other finish material besides glass on a façade. The amount, proportion, and location should be carefully considered.

**Concrete Block/Glazed Block/Ceramic Tile –**

Concrete blocks may be used in combination with other materials such as brick or stone. Facades constructed of only concrete block besides the window materials must use more than one texture and color of block. Glazed block or ceramic tile to be used only as accent material.

**Concrete and Precast Concrete –**

Site poured or preformed concrete items. Use is limited to architectural elements such as window hoods, cornices, column, capitals, etc.

**Metal Flashing and Architectural Elements –**

Shall be limited to metal flashing and other architectural metal-formed elements such as cornices and moldings.

**Structural Steel –**

Standard structural preformed steel may be exposed for aesthetic purposes at lintels and columns, etc. in a manner similar to existing historic structures.

**Glazing and Glass Block –**

Glazing includes all window, doors, spandrel, and vision panels made of glass. Glazing and/or glass block shall comprise a minimum of 50% of the area of the storefront, but no more than 50% of upper stories. Window openings should have similarities to surrounding buildings.

**Fabric Awnings and Canopies –**

Natural or synthetic fabric material constructed over a framework for sun or moisture protection. Awnings and canopies to be used only at window areas, except at the storefront level where extended use may be appropriate. (See Figure 2).



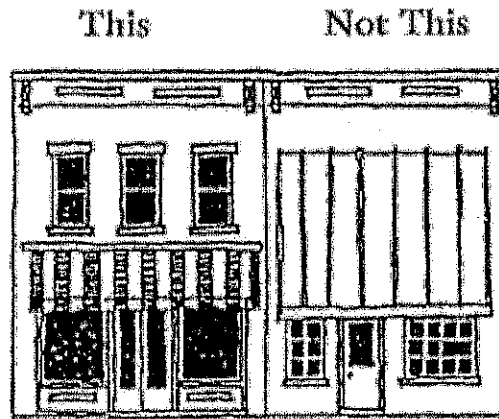


Figure 2

**Prohibited –**

The following materials are prohibited from use where they may be visible to the public on building facades, fences, etc.:

- Metal
- Aluminum, or vinyl siding and preformed panels
- Porcelain or baked enamel metal panels
- Asphalt or wood shingles or siding

Material restrictions are intended to create and support building sizes and proportions and described in the following section.

**C. Building Size & Proportions (See Figure 3)**

Building height should be comparable to adjacent structures (a one story building would not be appropriate in a block of two, three, and four story buildings).

Define a distinct cornice (top of building) by use of a minimum of one of the following elements; a horizontal projection or series of projections from the plane of the wall surface, a contrasting change in color, and a change in pattern or texture from the wall surface.

Establish a storefront cornice comparable to adjacent structures.

The size and proportion of window and door openings of a building should be similar to those on surrounding exemplary facades. The same applies to the ratio of window area to solid wall for the façade as a whole.

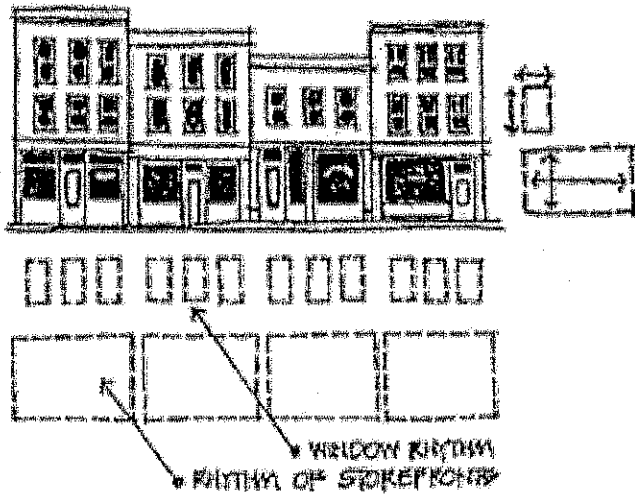


Figure 3

**D. Mechanical & Electrical Items**

Locate all mechanical and electrical items, such as electrical conduit, piping, vents and ductwork out of public view as much as possible. Any items that require exposure should be painted to match existing materials or screened with an enclosure architecturally integrated with the building.

## Signage Standards

Signs are a secondary design element to the building they are placed on and/or the surroundings they are placed within. When designing signs for this district, the signs must fit within the environment. Signs have the ability to enhance, or detract from the qualities of designed architecture and environment. (See Figure 4).

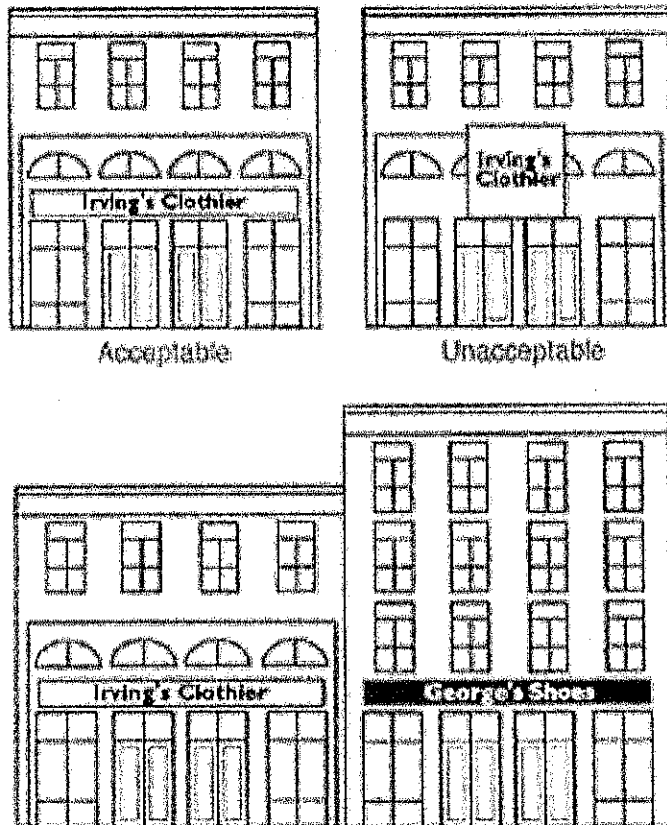


Figure 4

### A. Requirements

Signs within this district should meet the following criteria:

1. Signs must meet all city codes, including Section 165.20 regarding sign regulation.
2. Sign types should fit within the architecture details of the building they are placed on. The building should frame the sign. The size of any sign should not destroy the continuity of the building.
3. Signs should relate to the architecture in at least one or more of the following categories; material, shape, and color.

**Example:** A sign placed on the first story of a building might be repeated in the arched tops of the second story windows.

**Example:** A dark green awning placed above a window could have trim to match stone lintels of the building.

4. Use only one projecting sign per building.

## **B. Location and Size**

Sign location and size are important aspects of good sign design. When selecting a design, the most important thing to remember is that bigger is not necessarily better.

Although a sign must be clearly visible, it should never dominate the building façade nor obscure its architectural details. The maximum permitted area for all signs on a premises is: (1) 1.5 square feet of signage per linear foot of frontage, and (2) 200 maximum square feet per building.

Regardless of the sign location you choose, it is important to keep the following design guidelines in mind:

### **1. Avoid overly large signs**

Remember that unlike modern highway strip development, Downtown Nevada buildings and streets were built at a human scale, oriented to pedestrians, not cars. Consequently it is not necessary to depend on overly large signs to attract customers.

### **2. Do not obscure or destroy architectural details.**

Arches, glass transom panels, and decorative brickwork are just a few of the features found on many downtown buildings which reflect a quality of workmanship difficult to duplicate today. This detailing greatly enhances our downtown atmosphere.

### **3. Coordinate the placement of signage on adjacent storefronts.**

Placing higher or lower than adjacent signs may not increase readability, but instead create visual confusion. However, if the adjoining signs are over scaled or badly positioned, the only solution is to do what is best for your storefront and wait for neighboring merchants to follow your example.

On corner buildings the signage area allowed on each street façade is calculated separately. The total allowed signage may be split between several signs. The area of each sign is calculated as the largest rectangle or the other geometric shape necessary to surround all lettering, working, and accompanying design and symbols, together with the background signboard.

## **C. Types of Signs**

### **1. Wall/Window Signs**

Wall signs shall not exceed 10% of the wall area, and in no case shall wall signs exceed 10% of the area of the first 15 vertical feet of wall area. The length of all wall signs shall not exceed 2/3 of the building wall length. Further regulations contained herein are applicable. (See Figure 5). All window signs shall not exceed 25% of first floor window area. All calculations are subject to the total maximum sign area set forth above.



Figure 5

**2. Billboards**  
 Prohibited.

**3. Banner signs**

The use of exterior banner type signage shall be allowed on a temporary basis not to exceed 60 cumulative days within one year. A calendar year shall be defined as being from January 1 to December 31.

**4. Murals**

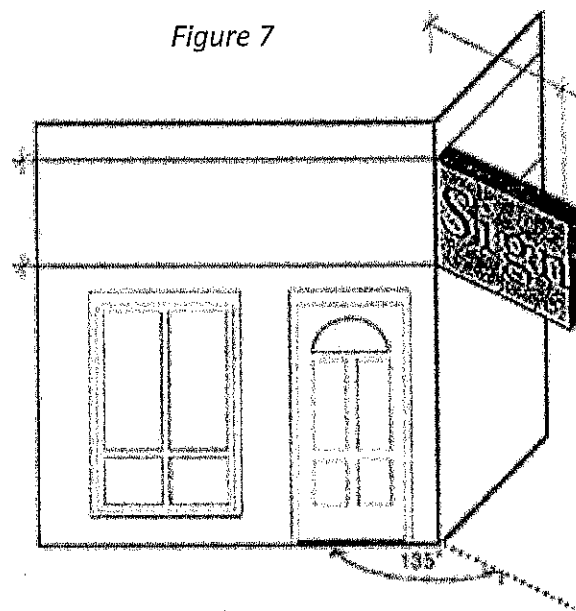
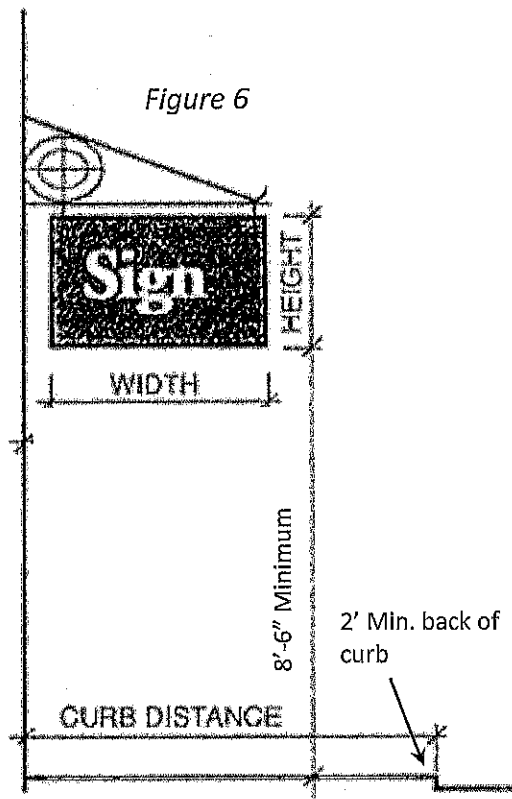
Signs painted directly onto a building are prohibited. Murals intended to serve an artistic and/or historic function rather than advertising function are not considered signs and are allowed. Mural advertising is not allowed. Historical Mural Advertising is allowed.

**5. Projecting Signs**

Projecting signs may project no closer than two (2) feet from the vertical plane of the back of a curb.

- A. Projecting signs must be a minimum of eight (8) feet six (6) inches above the ground over sidewalks, 14 feet over parking areas, and 18 feet over alleys or driveways. (See Figure 6)
- B. Corner projecting signs are those that are visible from two or more intersecting streets, and shall be allowed as long as they do not exceed 40 square feet per face. The use of corner projecting signs shall preclude the use of any other signs. (See Figure 7)
- C. Projecting signs must minimize visible support structure and may not expose guy wires, cables, turnbuckles, angle iron, or other similar external support structure.





#### 6. Pole Signs

One pole sign shall be allowed as long as the pole and sign are located entirely on private property.

#### 7. Abandoned Signs

When a business ceases operation, the on premise signage shall be removed by the owner according to the following schedule:

- Sign and/or cabinet – within 30 days
- Supporting structure – within 180 days

When off-premise advertising is bare or in disrepair for a period of 90 days it shall be removed. If it is bare or in disrepair for a period of 180 days, the structure shall be removed.

#### 8. Maintenance

All signs together with all of their supports, braces, guys, and anchors, shall be kept in good repair and in proper state of preservation and working order. The display surfaces of all signs shall be kept painted or posted at all times.

#### 9. Non-Conforming Signs

If a sign needs to be enlarged or relocated, it must comply with the code. If it is repaired or changed in any other way and the costs to do this exceeds 35% of replacing the sign, it must be replaced and all code requirements must be followed.

- **Color**

Color Selection is one of the most crucial aspects of successful sign design, for it is the contrast in color between lettering and background which make a sign easy to read. Because a sign should complement, rather than clash with its surroundings, sign colors must also be compatible with the building façade and adjacent signs.

- **Illumination**

Illuminated signs are permitted, with restrictions, under the sign code. External illumination must be provided by a continuous light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted.

The light source selected may be incandescent or fluorescent, but should emit white light. Spot, track, overhang, or wall lamps are all acceptable light sources. Avoid high intensity light sources, as they often produce excessive glare.

The use of internally lit signs (back-lit plastic) is acceptable, under these restrictions: signs shall illuminate only the copy, logo, or other graphic detail and decoration, but not the background format of the sign. Frames and exposed support for these illuminated signs shall be painted to blend with the architecture of the building.

In addition, comply with all codes and ordinances adopted by the City of  
Nevada

[CHAPTER 165 LAND DEVELOPMENT - ZONING REGULATIONS \(amlegal.com\)](http://amlegal.com)

Sign Regulations attached in below APPENDICES

## Landscaping & Site Standards

Comply with all adopted city codes and ordinances.

Provide screening enclosures compatible with the architectural character of the building for any trash storage, mechanical/electrical units, and general exterior storage. Well-maintained planters and benches are encouraged.

In addition, comply with all codes and ordinances adopted by the City of  
Nevada

[165.20 SIGN REGULATIONS. \(amlegal.com\)](http://amlegal.com)

Sign Regulations attached in below APPENDICES

## Design Review Board & Procedure

### A. Application Process

The design review process is initiated by filing the following documents with the Main Street Nevada Director.

- Completed application form
- Fully dimensioned site plan, and drawings, renderings, or sketches describing work.

The fully dimensional site plan shall show the locations of existing and proposed structures, all building appurtenances and drives, parking areas, walks, fences, open spaces, and property lines. Architectural drawings, renderings, or sketches shall be drawn to scale showing elevations of proposed improvements and describing exterior materials. Architectural drawings shall also identify the proposed screening of all exterior mechanical equipment and exterior lighting fixtures.

Any banner, flag or signage of any kind to be attached to the light poles must be cleared and approved by the Design Review Board and meet with City Code and Regulations.

## Glossary

**Architectural Element** - A permanently affixed or integral part of the building structure, which may be decorative and contributes to the composition of the façade. For example: cornices, trim boards, brackets, lintels, dentils, columns, capitols, etc.

**Cornice** - A projecting horizontal member that crowns an architectural façade or composition.

**Dentil** - A small block used in rows, resembling a row of teeth.

**Façade** - The visible side (exterior) of a building.

**Glazing** - Translucent glass material

**Lintel** - A horizontal architectural member spanning and usually carrying the load above an opening.

**Pilaster** - A flat column against the face of a wall.

**Setback** - Distance at which the building is placed from the street curb or property line.

**Sheathing** - Any durable material covering the original façade of the building.

**Sill** – A horizontal piece that forms one of the lowest members of a framework or supporting structure; for example: the horizontal member at the base of a window.

**Spandrel Glass** – Colored or reflective opaque glass material.

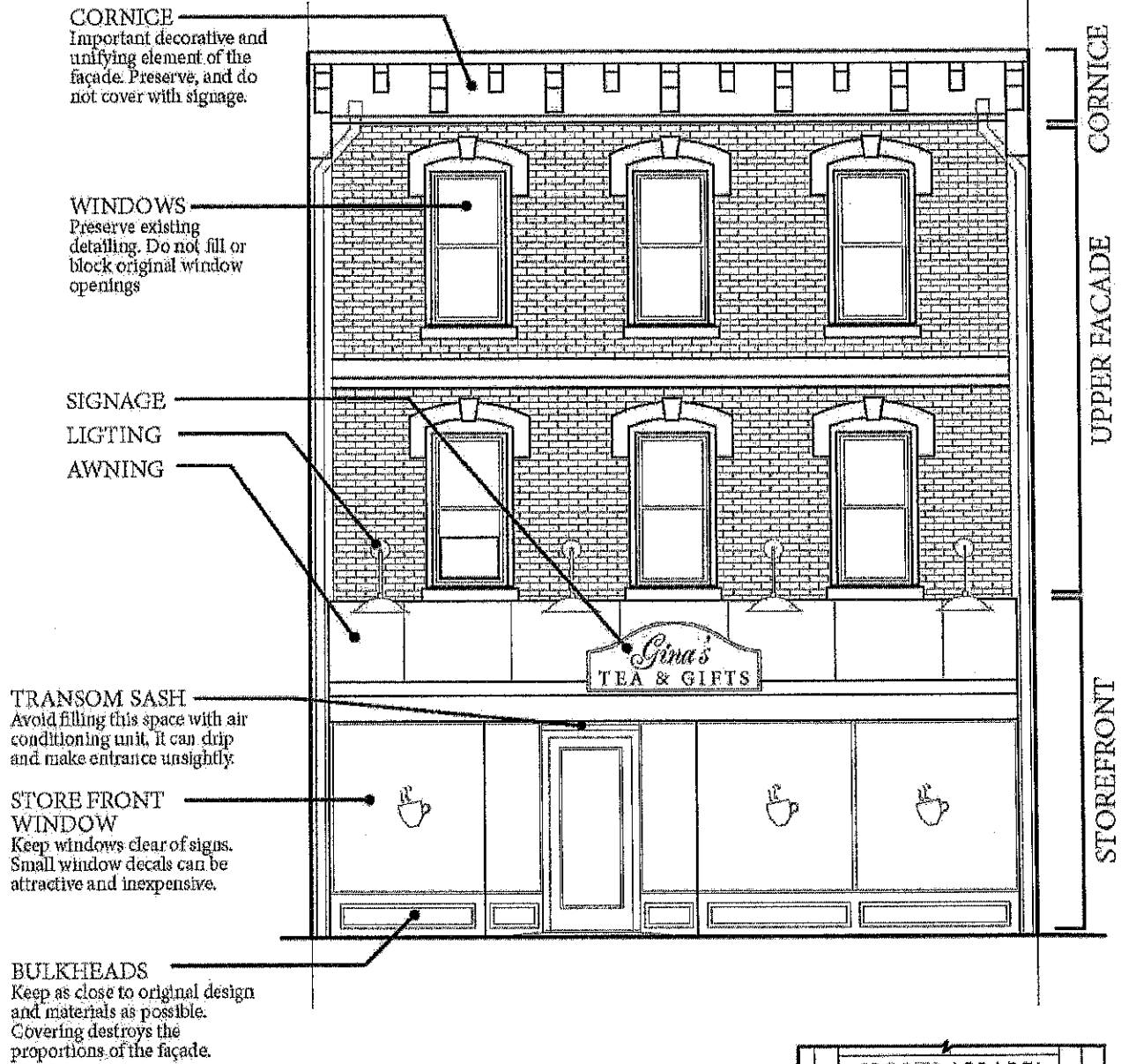
**Transom** - A small window that is above a door or larger window.

**Vision Glass** - Translucent glass material.



Figure 8

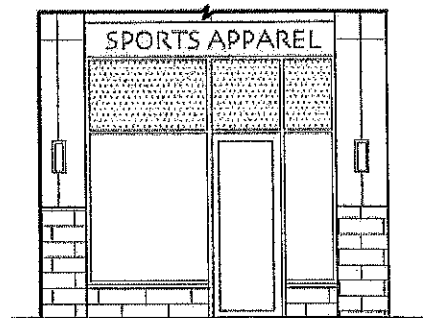
# TRADITIONAL FAÇADE



Flat trim with multiple window units



Arched windows with brick corbeling



TYPICAL UPPER FAÇADE TYPES

CONTEMPORARY STOREFRONT

## Contact Information

Main Street Nevada  
1015 6<sup>th</sup> Street  
Nevada, IA 50201  
(515) 382-6538  
[director@mainstreetnevada.org](mailto:director@mainstreetnevada.org)  
[www.mainstreetnevada.org](http://www.mainstreetnevada.org)

City of Nevada  
1209 6<sup>th</sup> Street  
PO Box 530  
Nevada, IA 50201  
(515) 382-5466  
[cityclerk@cityofnevadaiaowa.org](mailto:cityclerk@cityofnevadaiaowa.org)  
[www.cityofnevadaiaowa.com](http://www.cityofnevadaiaowa.com)

APPENDIX A

<https://www.mainstreet.org/howwecanhelp/resourcecenter>

APPENDIX B

Sign Types	AR	RR	R-1	R-2 R-5	R-3	R-4	UC	LC	CC	DC	GC	BP	LI	GI
Detached Signs														
Residential	P	P	P	P	P	P	P	P	P	N	N	N	N	N
Premises Identification	C	C	C	C	C	C	P	P	P	P	P	P	P	P
Directional	C	C	C	C	C	P	P	P	P	P	P	P	P	P
Ground	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Pole	N	N	N	N	N	N	P	N	P	N	P	N	P	P
Attached Signs														
Awning Signs	N	N	N	P	P	P	P	P	P	P	P	P	P	P
Banner	N	N	N	N	N	N	P	P	P	P	P	P	P	P
Building Marker	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Canopy Signs	N	N	N	N	N	P	P	P	P	P	P	P	P	P
Business Identification	P	C	C	P	P	P	P	P	P	P	P	P	P	P
Marquee	N	N	N	N	N	P	P	P	P	P	P	P	P	P
Projecting	P	P	P	P	P	P	N	P	N	N	N	N	N	N
Roof, Integral	N	N	N	N	N	N	P	N	P	P	P	P	P	P
Roof, Above Peak	N	N	N	N	N	N	N	N	N	N	N	N	P	P
Temporary	C	C	C	P	P	P	P	P	P	P	P	P	P	P
Wall	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Window	N	N	N	N	N	N	P	P	P	P	P	P	P	P
Miscellaneous														
Flag Signs	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Portable	N	N	N	N	N	N	N	N	N	N	N	N	N	N

P: Permitted for All Uses C: Permitted for Civic Uses N: Not Permitted

APPENDIX C

Permitted Signs by Type and Zoning Districts

	AR	RR	R-1	R-2 R-5	R-3	R-4	UC	LC	CC	DC	GC	BP	LI	GI
Design Element														
Illumination														
Indirect	C	C	C	C	C	C	P	P	P	P	P	P	P	P
Direct	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Internal	C	C	C	C	C	C	P	P	P	P	P	P	P	P
Neon	N	N	N	N	N	N	N	N	P	P	P	N	P	P
Flashing	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Flame	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Bare Bulb	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Other														
Electronic Information	N	N	N	N	N	N	P	P	P	P	P	P	P	P
Moving	N	N	N	N	N	N	N	N	N	N	P	N	N	P
Rotating	N	N	N	N	N	N	N	N	N	N	P	N	N	P

P: Permitted for All Uses C: Permitted for Civic Uses N: Not Permitted



APPENDIX D

This maximum permitted area for all signs on a premises excluding incidental signs, building marker signs, and flags shall not exceed the lesser of the following:

Zoning District	AR	RR R-1	R-2 R-3 R-4 R-5	LC	UC, CC	DC	GC	BP	LI GI
Square Feet of Signage per Linear Foot of Frontage	NA	NA	NA	1.0	1.50	1.5	2.0	1.5	2.0
Maximum Total Square Feet	Note 1	Note 2	Note 3	200 Note 4	200 Note 5	200	200 Note 5	200	200 Note 5

Notes:

Note 1: 200 square feet for civic or commercial uses, 2 square feet for residential uses, including home occupations.

Note 2: 32 square feet for project identification signs; 32 square feet for civic uses, 2 square feet for residential uses, including home occupations.

Note 3: 32 square feet for civic uses, 32 square feet for project identification signs for multi-family or mobile home developments and for non-residential uses when permitted, 2 square feet for residential uses, including home occupations.

Note 4: Maximum limits apply to non-residential premises only. On premises with primary residential use, 32 square feet for project identification signs for multi-family developments, 2 square feet for residential uses, including home occupations.

Note 5: One additional Business Center Identification Sign with a maximum area of 150 square feet is permitted subject to the regulations set forth by Table in Appendix D.

APPENDIX E

Permitted Signs by Numbers, Dimensions, and Location

Each individual sign shall comply with the regulations for maximum quantity, maximum size, minimum setbacks, and height limits shown in this table:

Zoning District	AR	RR R-1	R-2 R-3 R-4 R-5	LC	UC, CC	DC	GC	BP	LI GI
<b>Detached Signs</b>									
Number Permitted Per Premises	1	1	1	1	NA	1	NA	NA	NA
Per Feet of Frontage	NA	NA	NA	NA	1 per 200	NA	1 per 200	1 per 200	1 per 200
Maximum Size (sq. ft.)	x	x	x	200	200	200	200 Note 1	200	200 Note 1
Maximum Height (feet) of Structure Above Ground	25	10	10	20	25	25	45 Note 1	20	45 Note 1
Front Yard Setback (feet)	25	10	10	10	10	0	5	5	0
Side Yard Setback (feet)	10	10	10	10	5	0	5	5	0
<b>Attached Signs</b>									
Maximum Size (sq. ft.)	100	x	x	75	200	NA	200	200	200
% of Street Facade	NA			20%	20%	20%	25%	25%	25%
<i>x: See Table 165.20-3 for maximum sign sizes. (APPENDIX D)</i>									

Notes:

**Note 1:** In addition to its total permitted sign area, each premises used for a business center may have one detached center identification sign, subject to the following conditions:

1. The maximum area for a center identification sign shall be 150 square feet.
2. No center identification sign shall be within 300 feet of any other center identification sign or within 150 feet of any other detached sign on the same or adjacent premises.
3. The sign shall display no more than the name and location of the business center.
4. Each sign shall be subject to all other regulations for detached signs or graphics set forth in this section.

Item # 76  
Date: 4-8-24

**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**

**WHEREAS**, the City of Nevada, IA (“Recipient”) and the Iowa Department of Transportation (“Department”) desire to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds; and

**WHEREAS**, the Recipient has accepted the funding offer and the Department has confirmed funding for the 8<sup>th</sup> St over W Br Indian Creek FHWA Structure No. 008530; and

**WHEREAS**, reimbursement for this project will be limited to 100% of the eligible bridge replacement or rehabilitation construction costs, or a maximum of \$1,500,000 dollars, whichever is less; and

**WHEREAS**, the Recipient and Department desire to enter into the attached agreement, Exhibit A, outlining the requirements of the award; and

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

1. The City Council of the City of Nevada hereby approves 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
2. The Mayor is hereby authorized to sign the Federal-aid Agreement with Iowa Department of Transportation.

**Passed and Approved** this 8<sup>th</sup> day of April, 2024.

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

ATTEST:

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

Local Systems Bureau | 800 Lincoln Way | Ames, IA 50010  
Phone: 515.450.4103 | Email: Eryn.Stone@iowadot.us

March 28, 2024

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

Ref: City of Nevada - FFY 2025 City Bridge Program Award Notice  
BROS-5405(613)--8J-85  
8Th St over W Br Indian Creek  
FHWA Structure No. 008530  
Agreement No. 1-24-HBP-011

Jordan Cook:

Based on the acceptance notice by the City of Nevada, I am pleased to confirm that the above referenced bridge has been selected for Federal funding through the City Bridge Program, pending the acceptance of an Iowa DOT Federal Funding Agreement for a City Highway Bridge Program (HBP) Project.

The City HBP is administered on a reimbursement basis. This means all project costs must be paid up-front and then reimbursement is requested from the Iowa DOT for eligible project construction costs. Reimbursement for this project will be limited to 100% of the eligible bridge replacement or rehabilitation construction costs, or a maximum of \$1,500,000 dollars, whichever is less. You can find additional information in our Highway Bridge Programs for Cities and Counties I.M. No. 1.100 online at [https://www.iowadot.gov/local\\_systems/publications/im/1100.pdf](https://www.iowadot.gov/local_systems/publications/im/1100.pdf). If you have further questions about this program or eligible project costs, please contact me.

If you have not already done so, please contact the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) and request that this project be included in their Transportation Improvement Program (TIP) and the Statewide Transportation Improvement Program (STIP) for an upcoming Federal Fiscal Year that begins on October 1. Please see [https://iowadot.gov/systems\\_planning/district-transportation-planners-area-of-responsibility](https://iowadot.gov/systems_planning/district-transportation-planners-area-of-responsibility) for contact information by selecting the area on the map where you City resides. For further assistance, you may also contact the Iowa DOT District Planner for your area, Shelby Ebel. they are also copied on this email.

Attached to this e-mail is an unsigned project agreement. Please review the agreement and exhibit to verify it follows the intent of the project, particularly the administering agency contact information and funding. If acceptable, obtain the necessary signatures and send a scanned copy of the signed agreement to me at [eryn.stone@iowadot.us](mailto:eryn.stone@iowadot.us) for full execution. **This funding agreement must be signed by the City within 90 days of the date of this email.**

After the agreement is signed by the Iowa DOT, you will work with Jen Bates, P.E., Project Development Engineer, Joe Albright, Project Development Technician, and Arielle Munch, Project Development Technician during future project development activities. **This project must proceed to an Iowa DOT letting within 3 years**

**of the Iowa DOT signing of the agreement.** After the project letting, you will work with the Central Region Field Engineer, Brian Catus, P.E., regarding construction and reimbursement activities. Both Jen and the Region Field Engineer are copied on this e-mail.

Guidance for Federal funded project development activities is contained in the Iowa DOT Local Systems Instructional Memorandums, available at: [https://iowadot.gov/local\\_systems/publications/im/imtoc.pdf](https://iowadot.gov/local_systems/publications/im/imtoc.pdf).

Thank-you in advance for a timely response. If you have any questions about this program or the offered funding, please let me know.

Respectfully,

Eryn M. Stone, P. E.  
Urban Engineer  
Office of Local Systems  
[Eryn.Stone@iowadot.us](mailto:Eryn.Stone@iowadot.us)

cc: Jenifer Bates, P.E., Local Systems Project Development Engineer  
Brian Catus, P.E., Central Region - Local Systems Field Engineer  
Shelby Ebel, District Planner  
Darren Moon, P.E., Story County Engineer  
Andrew Collings, Central Iowa Regional Transportation Planning Alliance

Attachment

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a City Highway Bridge Program Project**

RECIPIENT: City of Nevada

Project No: BROS-5405(613)--8J-85

Iowa DOT Agreement No: 1-24-HBP-011

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Nevada, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the City Bridge Program. In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide City Bridge Program funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

The RECIPIENT and the DEPARTMENT currently and previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
Federal	1-24-HBP-011	BROS-5405(613)--8J-85	This agreement

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Central Region Local Systems Field Engineer, Brian Catus, P.E. The RECIPIENT's contact person shall be the City Administrator, Jordan Cook.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 008530
  - B. Location: 8Th St over W Br Indian Creek
  - C. Preliminary Estimated Total Eligible Construction Costs: \$1,500,000.00
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Eligible project costs include only costs associated with actual construction costs within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.



6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible construction project activities from City Bridge Program funds. The portion of the eligible construction project costs reimbursed by City Bridge Program funds shall be limited to a maximum of 100% of eligible costs or \$1,500,000, whichever is less. Reimbursed costs will be limited to funding made available for cities through the City Bridge Program outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100 in place at the time of this agreement being fully executed.
7. The RECIPIENT shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the RECIPIENT shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The RECIPIENT shall pay for all project costs not reimbursed with City Bridge Program funds.
9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both (all) parties that no third-party beneficiaries be created by this agreement.
12. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
13. The project shall be let to contract within 3 years of the date this agreement is signed by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the 3-year deadline.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: City of Nevada

By \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

Title \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the Clerk of the City, and that \_\_\_\_\_,

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a

formal Resolution duly passed and adopted by the City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

City Clerk of Nevada, Iowa

---

IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration

By \_\_\_\_\_

Date \_\_\_\_\_, \_\_\_\_\_

Eryn M, Stone, P.E.  
Urban Engineer  
Local Systems Bureau

## EXHIBIT 1

### General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

#### 1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
  - ii. The RECIPIENT shall comply with the requirements of I.M. 5.010, DBE Guidelines.



- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

## **2. Programming.**

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## **3. Design and Consultant Services**

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

## **4. Environmental Requirements and other Agreements or Permits.**

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.



- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

#### **5. Right-of-Way, Railroads and Utilities.**

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

#### **6. Contract Procurement.**

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
  - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

## 7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

## 8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been



overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
  - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

#### 9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

**RESOLUTION NO. 072 (2023/2024)  
A RESOLUTION ACCEPTING MINOR SUBDIVISION FOR  
SUNSETS ON 5<sup>TH</sup>, NEVADA, STORY COUNTY, IOWA**

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, the Final Plat of the Sunsets on 5<sup>th</sup> Minor Subdivision, within the Jurisdiction of the City of Nevada, Iowa; and

WHEREAS, the Final Plat has been submitted to the Planning and Zoning Commission of the City of Nevada, Iowa, and they recommended approval of the Final Plat of Sunsets on 5<sup>th</sup> Minor Subdivision, Nevada, Story County, Iowa, on the 4<sup>th</sup> day of March, 2024.

WHEREAS, the City Council of Nevada, Iowa is required to review the Plat of said subdivision pursuant to Iowa Code §354.8.

WHEREAS, the City Council of the City of Nevada, Iowa has considered the recommendations of the Planning and Zoning Commission and finds that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the Plat and Sunsets on 5<sup>th</sup> Minor Subdivision be accepted and approved.

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

1. That the Final Plat of Sunsets on 5<sup>th</sup> Minor Subdivision, Story County, Iowa of Nevada, Iowa, is hereby accepted and approved for and on behalf of the City of Nevada, Iowa.

PASSED AND APPROVED THIS 8<sup>th</sup> day of April, 2024.

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

Attest:

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

## AGENDA

Planning & Zoning Commission  
*April 1<sup>st</sup>, 2024 6:15pm*  
Council Chambers, City Hall 1209 6<sup>th</sup> Street

1. Call the meeting to order – Roll Call
2. Approval of the Agenda
3. Approve and place on file the minutes of the March 4<sup>th</sup>, 2024
4. Public Forum: Time for comments from the public on P&Z business other than those listed on this agenda.
5. Minor Subdivision Application at 2000 5th Street, Sunsets on 5<sup>th</sup>.
  - a. Recommend to Council
6. Minor Subdivision Application/Review at 1002 D Avenue, Martin's 3<sup>rd</sup> Addition
  - a. Recommend to Council
7. City Administrator/ Commission Members/ Staff Reports
8. Adjourn

This agenda was posted on the official bulletin board Thursday March 29<sup>th</sup>, 2024 in compliance with the requirements of the open-meeting law.

# Memo

**To:** Planning & Zoning Commission  
**From:** Ryan Hutton, Zoning Supervisor  
**CC:** Jordan Cook, City Administrator  
**Date:** 4/1/2024

## **RE: General Information**

- 1. Minor Subdivision Sunsets on 5<sup>th</sup>:** The City of Nevada's Subdivision Ordinance allows a Minor Subdivision if the proposed subdivision does not include any street or utility improvements. The proposed subdivision turns one lot into four lots. The Minor Subdivision requires a final plat and approval of The Planning & Zoning Commission and The City Council. The property owners have requested the proposed subdivision of Kyle Nelson and Katrina Zerwas. Staff recommends approval of the Sunsets on 5<sup>th</sup> Subdivision to the Planning and Zoning Commission and send onto The City Council. Included in your packet is a copy of the plat and application form.
- 2. Minor Subdivision MARTIN'S 3<sup>RD</sup> ADDITION:** The City of Nevada's Subdivision Ordinance allows a Minor Subdivision if the proposed subdivision does not include any street or utility improvements. The proposed subdivision turns one lot into four lots. The Minor Subdivision requires a final plat and approval of The Planning & Zoning Commission and The City Council. The property owners have requested the proposed subdivision of Cary Martin. Staff recommends approval of the MARTIN'S 3<sup>RD</sup> ADDITION Subdivision to the Planning and Zoning Commission and send onto The City Council. Included in your packet is a copy of the plat and application form.

If you have any questions please contact me at work, 515-382-5466, or at home, 515-720-3545, and prior to Monday night's meeting

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 6<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> 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 1<sup>st</sup> 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



# Minor Subdivision Application

This 2-page form must be filled out completely before your application will be accepted.

**1. Property Location of this Minor Subdivision**

(street address and/or boundary description) 2000 - 5th Street, Nevada, IA 50201  
\_\_\_\_\_  
\_\_\_\_\_

**2. Existing Use and Proposed Use of the Property:**

Residence, Construction of second dwelling  
\_\_\_\_\_  
\_\_\_\_\_

**3. Subdivision Name:**

\_\_\_\_\_

**4. Legal Description of Property:**

See attached  
\_\_\_\_\_  
\_\_\_\_\_

**5. Property Owner:**

Kyle Nelson and Katrina Zerwas  
\_\_\_\_\_

**Address:**

2000 - 5th Street, Nevada, IA 50201  
\_\_\_\_\_  
**(Street) (City) (State) (Zip)**

**Telephone:**

(515) 460-4436 (Cell); kylenelson01@gmail.com (Email)  
\_\_\_\_\_  
**(Home) (Business) (Fax)**

**6. Attorney:**

Robert A. Nading II, Nading Law Firm  
\_\_\_\_\_

**Address:**

408 SW Third Street, Ankeny, IA 50023  
\_\_\_\_\_  
**(Street) (City) (State) (Zip)**

**Telephone:**

(515) 963-1000 (B); (515) 964-5624 (F); robertnading@nadinglaw.com (Email)  
\_\_\_\_\_  
**(Home) (Business) (Fax)**

**7. Land Surveyor:**

Brad Stumbo, Strand Associates, Inc.  
\_\_\_\_\_

**Address:**

414 S. 17th Street, Suite 107, Ames, IA 50010  
\_\_\_\_\_  
**(Street) (City) (State) (Zip)**

**Telephone:**

(515) 233-000 (Ext. 8180) (B); brad.stumbo@strand.com  
\_\_\_\_\_  
**(Home) (Business) (Fax)**



# Minor Subdivision Application

Page 2

**8. Contact Person:** Kyle Nelson, 2000 - 5th Street, Nevada, IA 50201; (515) 460-4436; kylenelson01@gmail.com

**Address:** Robert A. Nading II, 408 SW Third Street, Ankeny, IA 50023; (515) 963-1000; robertnading@nadinglaw.com  
(Street) (City) (State) (Zip)

**Telephone:** \_\_\_\_\_  
(Home) (Business) (Fax)

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

**Signed by:** \_\_\_\_\_  
(Applicant) (Date)

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

**and:** \_\_\_\_\_  
(Property Owner) (Date)

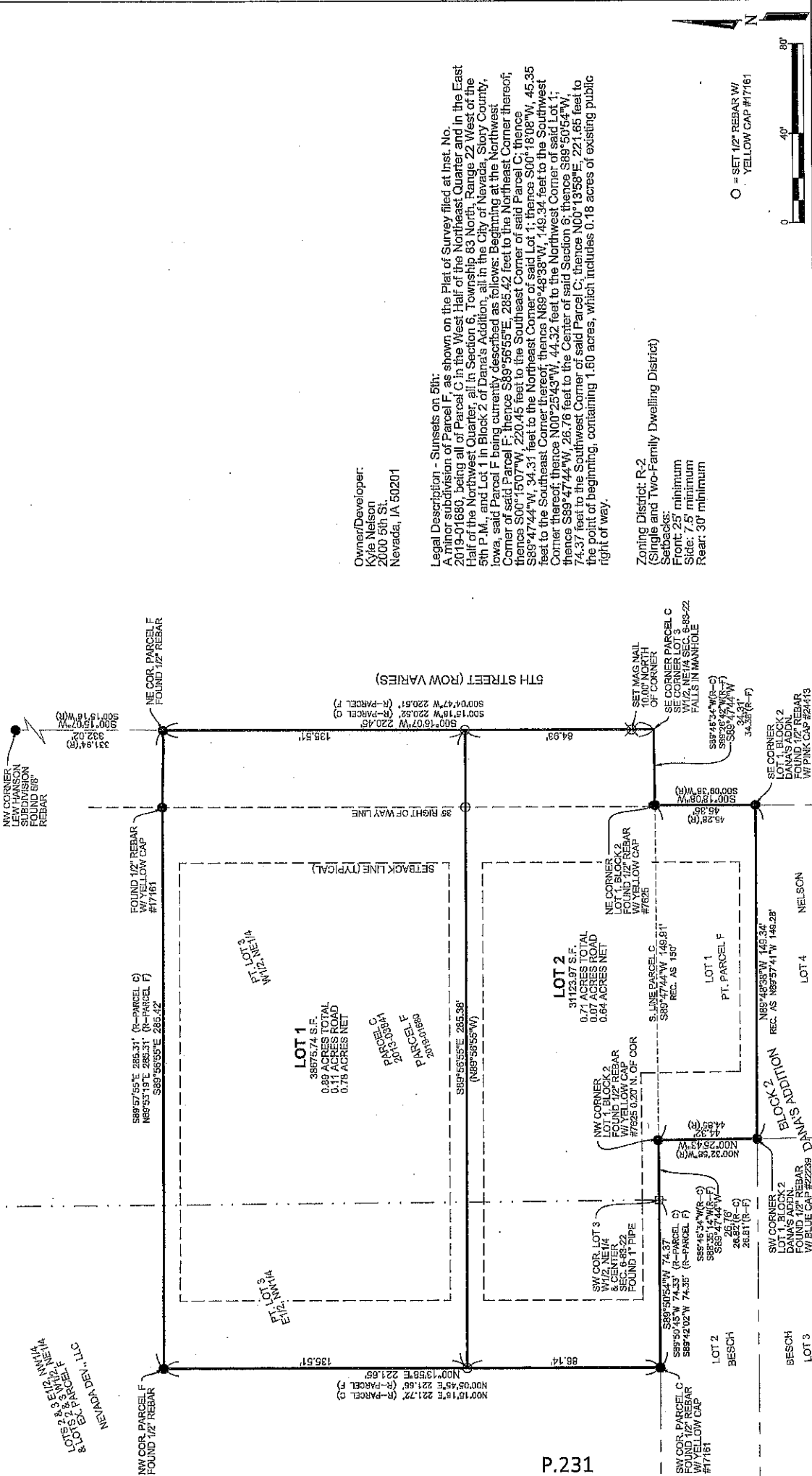
**and:** \_\_\_\_\_  
(Contact Person) (Date)

## Minor Subdivision Checklist

*The following items must be included with this submittal for approval of an Administrative Subdivision:*

- One (1) completed and signed Application Form.
- Fifteen (15) copies of the Plat no larger than 24" by 36".
- One (1) 11" by 17" black-line reduction copy of the Plat.
- A check or cash for the application filing fee as established by the City Council

Lot Four (4), Block Two (2), Dana's Addition to the City of Nevada, Story County, Iowa **AND** Parcel "F" a part of the West Half ( $W\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) and a part of the Northeast Quarter ( $NE\frac{1}{4}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Six (6), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5<sup>th</sup> P.M., Story County, Iowa, and of Lot One (1), Block Two (2), Dana's Addition to the City of Nevada, Story County, Iowa, as shown on the Amended Plat of Survey recorded on March 12, 2019, as Inst. No. 19-01680, Slide 629, Page 5



**FINAL PLAT**  
**SUNSETS ON 5TH**  
 A MINOR SUBDIVISION OF PARCEL F IN THE W1/2, NE1/4 & E1/2, NW1/4 SEC. 6-83-22 & LOT 1, BLOCK 2, DANA'S ADDITION, ALL IN CITY OF NEVADA, STORY COUNTY, IOWA  
 JOB# 7229.180 DATE: 3/18/24 PAGE 1 OF 1

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

*R. Bradley Stumberg*  
 R. BRADLEY STUMBERG, P.L.S.  
 License number 17161  
 My license renewal date is December 31, 2025.

3/27/24  
 DATE

NEVADA DEV. LLC  
 & LOT 2 & 3 & 4  
 74.35' & 74.35' & 74.35' NW 1/4

SW COR. PARCEL C  
 FOUND 1/2" REBAR #17161  
 S89°50'45"W 74.33' (R-PARCEL C)  
 S88°42'02"W 74.35' (R-PARCEL F)  
 S89°45'34"W (R-O)  
 S89°35'14"W (R-F)  
 S89°47'44"W  
 26.51' (R-O)  
 26.51' (R-F)

SW CORNER LOT 1, BLOCK 2  
 DANA'S ADDN.  
 FOUND 1/2" REBAR #17161  
 W/ BLUE CAP #22289

SE CORNER LOT 1, BLOCK 2  
 DANA'S ADDN.  
 FOUND 1/2" REBAR #17161  
 W/ PINK CAP #22445

SE CORNER PARCEL C  
 SE CORNER LOT 3  
 W1/2, NE 1/4 SEC. 6-83-22  
 FALLS IN MANHOLE  
 S89°45'34"W (R-O)  
 S89°26'42"W (R-F)  
 S89°47'44"W  
 34.25' (R-F)

SE CORNER PARCEL F  
 FOUND 1/2" REBAR #17161  
 S89°50'45"W 74.33' (R-PARCEL F)  
 S88°42'02"W 74.35' (R-PARCEL C)  
 S89°45'34"W (R-O)  
 S89°35'14"W (R-F)  
 S89°47'44"W  
 26.51' (R-O)  
 26.51' (R-F)

SW CORNER LOT 1, BLOCK 2  
 DANA'S ADDN.  
 FOUND 1/2" REBAR #17161  
 W/ YELLOW CAP

SW CORNER LOT 1, BLOCK 2  
 DANA'S ADDN.  
 FOUND 1/2" REBAR #17161  
 W/ YELLOW CAP

**OWNER/DEVELOPER:**  
 Kyle Nelson  
 2000 5th St.  
 Nevada, IA 50201

**Legal Description - Sunsets on 5th:**  
 A minor subdivision of Parcel F, as shown on the Plat of Survey filed at Inst. No. 2019-01860, being all of Parcel C in the West Half of the Northeast Quarter and in the East Half of the Northwest Quarter, all in Section 6, Township 63 North, Range 27 West of the 5th P. M., and Lot 1 in Block 2 of Dana's Addition, all in the City of Nevada, Story County, Iowa, said Parcel F being currently described as follows: Beginning at the Northwest Corner of said Parcel F, thence S89°56'55"E, 285.42 feet to the Northeast Corner thereof; thence S00°15'07"W, 220.45 feet to the Southeast Corner of said Parcel C, thence S89°47'44"W, 34.31 feet to the Northeast Corner of said Lot 1; thence S00°18'08"W, 45.55 feet to the Southeast Corner thereof; thence N69°48'38"W, 149.34 feet to the Southwest Corner thereof; thence N00°25'43"W, 44.32 feet to the Northwest Corner of said Lot 1; thence S89°47'44"W, 26.76 feet to the Center of said Section 6; thence S89°50'54"W, 74.37 feet to the Southwest Corner of said Parcel C; thence N00°13'58"E, 221.65 feet to the point of beginning, containing 1.60 acres, which includes 0.18 acres of existing public right of way.

**Zoning District:** R-2  
 (Single and Two-Family Dwelling District)  
**Setbacks:**  
 Front: 25' minimum  
 Side: 7.5' minimum  
 Rear: 30' minimum

**Owner/Developer:**  
 Kyle Nelson  
 2000 5th St.  
 Nevada, IA 50201

**Legal Description - Sunsets on 5th:**  
 A minor subdivision of Parcel F, as shown on the Plat of Survey filed at Inst. No. 2019-01860, being all of Parcel C in the West Half of the Northeast Quarter and in the East Half of the Northwest Quarter, all in Section 6, Township 63 North, Range 27 West of the 5th P. M., and Lot 1 in Block 2 of Dana's Addition, all in the City of Nevada, Story County, Iowa, said Parcel F being currently described as follows: Beginning at the Northwest Corner of said Parcel F, thence S89°56'55"E, 285.42 feet to the Northeast Corner thereof; thence S00°15'07"W, 220.45 feet to the Southeast Corner of said Parcel C, thence S89°47'44"W, 34.31 feet to the Northeast Corner of said Lot 1; thence S00°18'08"W, 45.55 feet to the Southeast Corner thereof; thence N69°48'38"W, 149.34 feet to the Southwest Corner thereof; thence N00°25'43"W, 44.32 feet to the Northwest Corner of said Lot 1; thence S89°47'44"W, 26.76 feet to the Center of said Section 6; thence S89°50'54"W, 74.37 feet to the Southwest Corner of said Parcel C; thence N00°13'58"E, 221.65 feet to the point of beginning, containing 1.60 acres, which includes 0.18 acres of existing public right of way.

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 Rear: 30' minimum

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**Zoning District:** R-2  
 (Single and Two-Family Dwelling District)  
**Setbacks:**  
 Front: 25' minimum  
 Side: 7.5' minimum  
 Rear: 30' minimum

**Owner/Developer:**  
 Kyle Nelson  
 2000 5th St.  
 Nevada, IA 50201



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

**THIS AGREEMENT**, made this 8th day of April, 2024 by and between the **City of Nevada**, the CITY, and **HR GREEN, INC.** (hereafter "HRG"), for professional services concerning:  
Nevada, IA - US 30/580th Avenue Well Water Main Relocation, Construction Phase Services

---

HRG Project Number 2302726

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

Construction Phase Services for the US 30/580<sup>th</sup> Avenue Well Water Main Relocation Project as defined in the Attachment A, Scope of Services.

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

Lump sum in the amount of \_\_\_\_\_

Per current Rate Schedule with a Not to exceed fee of \$140,000.00 for Construction Phase  
Services for the US 30/580th Avenue Well Water Main Relocation Project as defined in the  
Attachment A, Scope of Services.


Other as stated here: \_\_\_\_\_

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

CITY OF NEVADA, IOWA

HR GREEN, INC.

By: Brett Barker  
Its Mayor  
Date \_\_\_\_\_

  
By: Heath Picken  
Its Vice President  
Date 3/26/2024

**ATTACHMENT A  
SCOPE OF SERVICES**

**US 30/580<sup>th</sup> AVENUE WELL WATER MAIN RELOCATION  
NEVADA, IA  
CONSTRUCTION PHASE SERVICES**

**Project Understanding**

General Understanding

The US 30/580<sup>th</sup> Avenue Well Water Main Relocation Project, Construction Phase Services will consist of the construction observation and administration services during the construction of the relocation and replacement of the 16" raw water main along US 30 from Sand Hill Trail to 580<sup>th</sup> Avenue, then north along the existing 580<sup>th</sup> Avenue up to where the new 580<sup>th</sup> Avenue ties in.

Criteria/Assumptions

The Iowa DOT will be reimbursing the City for the construction observation costs. Iowa Department of Transportation construction observation and administration requirements.

**Scope of Services:**

The CITY agrees to employ HRG to perform the following services

**1.0 Project Management**

Coordinate the efforts of HRG staff to provide efficient, orderly, and convenient delivery of services to CITY. Communicate clearly and frequently to keep CITY informed of project progress. Prepare invoices and clarifications of invoices, when requested, for HRG'S services to the CITY. Prepare cover letters with invoices detailing HRG'S observation progress relative to the Contractor's construction progress.

**2.0 Construction Meetings**

**2.1 Preconstruction Meeting**

This is included in the design contract.

**2.2 Progress Meetings**

Along with HRG's resident observer, one (1) additional representative of HRG shall attend up two (2) progress meetings, which may be scheduled as necessary. Progress meetings will be held at the project site. (Hours/fees for resident observer's attendance at progress meetings are included within the scope of Resident Observation below.)

### **2.3 Contractor Submittal Review**

Review shop drawings, material submittals, samples, and other data, which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the Contract Documents. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

### **2.4 Construction Observation and Administration**

#### **2.4.1 Resident Observation**

Provide full-time resident construction observation services to meet Iowa DOT requirements. Resident observation is based on an average of 12 personnel-hours per day for 50 working days in 2024 resulting in a total of Seven Hundred Twenty (600) hours of resident observation. Actual resident observation time may vary from week-to-week, depending on weather, construction progress, and nature of construction work. HRG shall be entitled to request additional compensation if more than 600 hours of resident observation is required. CITY may, at its discretion, provide additional construction observation assistance with its own personnel in order to augment the resident observation provided by HRG.

#### **2.4.2 Payment Applications**

To coordinate with Iowa DOT construction staff. Daily diary's and quantities with stations/locations of the work completed each day to be provided to the Iowa DOT. Determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Up to four (4) monthly payment applications are included in this Scope of Services. Such recommendations of payment will constitute a representation to the CITY, based on such observations and review that the work progressed to the point indicated, and that to the best of HRG'S knowledge, information, and belief, quality of such work is generally in accordance with the Contract Documents. In the case of unit-price work, HRG'S recommendation of payment will include final determinations of the quantities and classifications of such work.

#### **2.4.3 Engineer Visits**

Additionally, a design engineer and/or Project Manager shall make occasional visits to the site at intervals appropriate to the various stages of construction as HRG deems necessary (estimated to be two (2) site visit per month maximum) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the engineer shall determine, in general, if such work is proceeding in accordance with the Plans, and the engineer shall keep the CITY informed of the progress of the work.

The purpose of the engineer's visits to the site will be to enable the engineer to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the engineer's efforts as an experienced and qualified

design professional, to provide for the CITY a greater degree of confidence that the completed work of the Contractor will conform to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor.

The engineer shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

During such visits, the engineer may disapprove of or reject the Contractor's work while it is in progress if the engineer believes that such work will not produce a completed Project that conforms to the Contract Documents, or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

#### 2.4.4 Clarifications & Change Orders

Issue necessary interpretations and clarifications of the Contract Documents, and in connection therewith, prepare change orders as required.

#### 2.4.5 Utility Coordination

HRG will assist the Iowa DOT with coordination with affected private franchise utility companies in advance of and during construction to help verify any existing facilities needing relocation are completed in a timely manner.

#### 2.4.6 Final Closeout

Conduct a walk-through inspection with the Iowa DOT and the CITY to determine if the work is fully complete. With input from the CITY, prepare a project completion punch-list for the Contractor if needed. HRG will recommend, in writing, final payment to the Contractor and will give written notice to the CITY and the Contractor that the work is acceptable.

#### 2.4.7 Iowa DOT Audit

Construction observation records for the project will be made available for audit by Iowa DOT personnel.

### 2.5 **As-Built (Record) Drawings**

Prepare construction record drawings defining the actual location of improvements and fixtures. Prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the resident construction observer. Provide the CITY with two (2) sets of 11x17 one-sided paper copies of the record drawings.

### **3.0 DELIVERABLES AND SCHEDULE**

#### **3.1 Deliverables**

The following items are included as part of this agreement

- Copies of reviewed contractor submittals
- Copies of daily observation and site visit notes; weekly report of working days; quantity measurements and tabulations; and construction-related reports (e.g. concrete testing)
- Payment Applications – Coordinate with Iowa DOT
- Change Orders – Coordinate with Iowa DOT
- Punch-list at Substantial Completion
- Punch-list at Final Completion
- Engineer's Certificate of Completion
- Record drawings

#### **3.2 Schedule**

HRG will begin services associated with this agreement upon its approval by the CITY. Construction observation services will extend through the completion of the project until the final audit of the project records by the Iowa DOT.

#### **4.0 ITEMS NOT INCLUDED**

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

- Construction staking
- Boundary, legal, and topographic surveys
- Design and plan modifications requested by the CITY or Contractor during construction
- Hazardous materials investigations and testing
- Soil management/mitigation plans
- Geotechnical investigations
- Concrete and Asphalt Plant monitoring and inspection, as required by IaDOT
- Soil testing and laboratory tests for PCC and HMA
- Coordination and meetings with individual property owners, local interest groups and organizations, or the general public
- Funding procurement services (e.g. Special Assessment schedules and services, preparation of grant applications)
- Costs associated with project delays/scope changes outside the control of HRG

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



**RESOLUTION NO. 073 (2023/2024)**

**A RESOLUTION AMENDING AND APPROVING  
 THE APPENDIX TO THE CITY CODE**

**WHEREAS**, the Appendix has been reviewed and corrections made beginning immediately unless otherwise noted.

**WHEREAS**, changes and additions include:

**510.6 PARKS AND RECREATION**

**1. Aquatic Center**

- A. General Admission (1 and under free)
  - 1. Toddler Admission (2 & 3 year olds) \$4.00 **\$5.00**
  - 2. General Admission (4-54 year olds) \$5.00 **\$6.00**
  - 3. Senior Admission (55 and older) \$4.00 **\$5.00**
  
- B. Season Passes:
  - 1. Individual Pass \$60.00 **plus tax**
  - 2. Senior Individual Pass (55 and older) \$50.00 **plus tax**
  - 3. Toddler Pass (2 & 3 Year Olds) \$50.00 **plus tax**
  
- C. Punch Pass (10 punches) \$50.00 **\$60.00**
  
- D. Pool Party (one and one-half hours)
  - 1. Group Party during Open Swim Hours (5:30 p.m. – 7:00 p.m.) \$100.00 **plus tax**
  - 2. Private Party (6:15 p.m. – 7:30 p.m. Saturday/Sunday only) \$250.00 **plus tax**
  
- E. Ten percent Discount on all season passes (individual, senior individual, and family) purchased for the first 3 weeks in April

Taxes and fees are included in these prices. **Tax is included in general admission and punch pass prices only.**

**9. Field House**

- A. Pass and User Fees:
  - 1. Move & Play Pass Free
  - 2. **Youth Basic Pass (2-6 year olds)** **\$30.00 per year**
  - 23 Youth Basic Pass (27-18 year olds) \$60.00 per year
  - 34 Legends Pass \$180.00 per year
  - 45 Adult Access Pass \$120.00 per year or \$12.00 per month
  - 56 Normal **Day Pass** Drop-In (1, 5, or 10 punch increments) \$5.00 per day
  - 67 Batting Cage Drop-In (1, 5, or 10 punch increments) \$10.00 **per person** per hour
  - 78 FOB Fee (New User) \$10.00
  - 89 FOB Replacement \$25.00
  - 910 Membership Card Replacement \$5.00
- I. Cassabaum Indoor Play Area \$125.00 **\$150.00** per hour and one-half

**\*Tax will be added to all Field House Fees above**

**510.8 FIRE**

- 7. Miscellaneous
  - A. Fire Report \$10.00
  - B. Special Consideration, Conduct Burn outside normal dates/times** **\$25.00**

**510.9 POLICE**

5. Fees Related to Animal Control. Impounding costs are established by the Council as necessary to recover all costs and charges incurred by the City in impounding and maintain the animal. In addition to all costs of impounding the animal, there is an administrative fee of \$50.00 per incident per animal for each impoundment. All of the above fees and charges must be paid by the owner before the animal is released.

**\*The owner is also required to pay Story County Animal Shelter impounding and veterinarian care fees directly to the Shelter before release.**

A. Daily Cat Impoundment Fee	\$0.40 /day
B. Daily Dog Impoundment Fee	\$13.40 /day
C. Rabies Observation Fee (in addition to daily impoundment)	\$6.50 /day
D. Euthanasia and Cremation	\$50.00
E. Cremation Only	\$39.50
F. Rabies Vaccination	\$16.90
G. After Hours Examination	\$55.00
H. Feral Cat –Special Handling Fee (one time fee)	\$24.50

7. Officer Labor Fees. For any alcohol related event, a minimum of two (2) Law Enforcement Officers are required as determined by the Chief of Police. All officers will be employees of the Nevada Public Safety Department, unless this requirement is waived by the Chief of Police.

A. Officer Labor Fees	\$55.00 <b>60.00</b> per hour (2 hour minimum)
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**510.11 LIBRARY**

5. Hotspots

A. Late Fees:	\$2.00 <b>\$5.00</b> per day (limit of \$40.00 <b>\$25.00</b> )
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**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA,** that the Appendix changes as attached and dated 8th day of April, 2024, is hereby approved.

**PASSED AND APPROVED this 8th day of April, 2024.**

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

ATTEST:

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

## 510.6 PARKS AND RECREATION.

### 1. Aquatic Center

- A. General Admission (1 and under free)
- |  |        |               |
|--|--------|---------------|
| 1. Toddler Admission (2 & 3 year olds) | \$4.00 | <u>\$5.00</u> |
| 2. General Admission (4-54 year olds)  | \$5.00 | <u>\$6.00</u> |
| 3. Senior Admission (55 and older)     | \$4.00 | <u>\$5.00</u> |
- B. Season Passes:
- |  |         |                 |
|--|---------|-----------------|
| 1. Individual Pass                       | \$60.00 | <u>plus tax</u> |
| 2. Senior Individual Pass (55 and older) | \$50.00 | <u>plus tax</u> |
| 3. Toddler Pass (2 & 3 Year Olds)        | \$50.00 | <u>plus tax</u> |
- C. Punch Pass (10 punches) \$50.00 \$60.00
- D. Pool Party (one and one-half hours)
- |   |          |                 |
|---|----------|-----------------|
| 1. Group Party during Open Swim Hours (5:30 p.m. – 7:00 p.m.) | \$100.00 | <u>plus tax</u> |
| 2. Private Party (6:15 p.m. – 7:30 p.m. Saturday/Sunday only) | \$250.00 | <u>plus tax</u> |
- E. Ten percent Discount on all season passes (individual, senior individual, and family) purchased for the first 3 weeks in April

Taxes and fees are included in these prices. Tax is included in general admission and punch pass prices only.

### 2. Pavilion

The Pavilion is not available for rentals on the following holidays: Thanksgiving, Friday after Thanksgiving, Christmas Eve (December 24), Christmas Day (December 25), New Year's Eve (December 31) and New Year's Day (January 1). All other city holidays (MLK Day, President's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day and Veteran's Day) are charged at the weekend rate with a half day minimum regardless of the day of the week.

- A. Monday – Thursday:
- \$150.00 per day (8:30 a.m. – Midnight)
- B. Friday – Sunday:
- \$300.00 per day (8:30 a.m. – Midnight)
- C. Damage Deposit \$200.00  
(Damage deposit will be refunded after inspection following event, minus any damages and extraordinary cleaning expenses.)

### 4. 4-Plex Fields.

- \$150.00 per field per day

- A. Lights are an additional \$10.00/hour/field – 1 hour minimum
  - B. Rental includes dragging and chalking the fields one time, concession stand will be open, and a complex attendant/site supervisor will be on hand throughout the tournament.
  - C. Reservations may be made by paying a \$50.00 hold fee at the time of booking to hold a date and does not count towards the complex rental fee. This fee is non-refundable.
  - D. Extra chalk and drying agent used throughout the tournament will be charged at cost.
  - E. Extra dragging and chalking of fields will be charged at the city's regular labor and equipment rates. Rakes and field chalker will be available for use at the diamonds.
  - F. 7% sales tax will be added to all fees.
5. Soccer Fields. Soccer field rent will be handled on a case-by-case basis based on season and field availability.
6. Equipment Rental. Fees charged by the Parks and Recreation Department for equipment used in its operation, or for rental of miscellaneous equipment, shall be those charged by the Streets Department in Section 510.7 or as follows:
- A. Picnic Table \$10.00 per table per day  
Damages will be assessed at cost plus labor to repair.
  - B. Bleacher \$25.00 per set per day  
Damages will be assessed at cost plus labor to repair.
7. Shelter Rental. Park shelters, including: Harrington, Hattery, Kiwanis, Krupp, Lincoln Jefferson Highway Heritage, Mardean, and Meadow Lane \$25.00 per day
8. Mobile Food Vendor Fee, on city park/property \$25.00 per day
9. Fieldhouse
- A. Pass and User Fees:
    - 1. Move & Play Pass Free
    - 2. ~~23.~~ **Youth Basic Pass (2-6 year olds)** **\$30.00 per year**
    - 23. Youth Basic Pass (~~27~~-18 year olds) \$60.00 per year
    - 34. Legends Pass \$180.00 per year
    - 45. Adult Access Pass \$120.00 per year or \$12.00 per month
    - 56. Normal **Day Pass** Drop-In (1, 5, or 10 punch increments) \$5.00 per day
    - 67. Batting Cage Drop-In (1, 5, or 10 punch increments) \$10.00 per **person per** hour
    - 78. FOB Fee (New User) \$10.00
    - 89. FOB Replacement \$25.00
    - 910. Membership Card Replacement \$5.00

B. Burke Turf	\$150.00 per hour
C. Burke North, ½ Turf	\$75.00 per hour
D. Burke South, ½ Turf	\$75.00 per hour
*Add cages, additional	\$25.00 per hour
E. ALMACO Court	\$40.00 per hour
*Game Set Up, additional	\$20.00
F. MID-STATES Court	\$40.00 per hour
*Game Set Up, additional	\$20.00
G. the ARENA Multipurpose Area	\$30.00 per hour
H. Partial Track	\$20.00 per hour
I. Cassabaum Indoor Play Area	\$125.00 <del>\$150.00</del> per hour and one-half
J. Burke Court, Availability Varies	\$40.00 per hour
*Game Set Up, additional	\$20.00
K. Special Events: Regular Rental Rate(s) with addition of time, labor, and equipment fees	
L. Labor Fees:	
1. Regular (Mon–Fri, 7:30 a.m.–4:00 p.m.)	\$40.00 per hour (1 hour minimum)
2. Overtime (Mon–Fri, 4:00 p.m.–7:30 a.m., weekends and holidays)	\$60.00 per hour (1 hour minimum)

**\*Tax will be added to all Field House Fees above**

D. Late Fee for each False Alarm Invoice	\$50.00
5. Inspection Fees	
A. Occupancy Inspection (below 12,000 SF)	\$50.00
B. Occupancy Inspection (12,000 SF and above)	\$100.00
C. 1 <sup>st</sup> Revisit Inspection	No charge
D. 2 <sup>nd</sup> and 3 <sup>rd</sup> Revisit Inspection	\$50.00
E. Mobile Food Truck Inspection	\$50.00
6. Plan Review	
A. Fire Alarm/Sprinkler and Building Plan Review (12,000 SF and above)	\$200.00
B. Building Plan Review (all other plan reviews)	\$100.00
7. Miscellaneous	
A. Fire Report	\$10.00
<b><u>B. Special Consideration, Conduct Burn outside normal dates/times</u></b>	<b><u>\$25.00</u></b>



- D. Salvage Title Vehicle Inspection and other IDOT Inspections  
(Fees based on established rate set by State of Iowa)
- E. Service of Legal Documents \$35.00 each

4. Annual License Fees for Dogs and Cats

- A. Four or fewer total dogs and/or cats.
  - (1) Each dog and cat that is spayed or neutered \$5.00 each
  - (2) Each dog and cat that is NOT spayed or neutered \$10.00 each
- B. In Excess of four dogs and/or cats
  - (1) Each dog and cat that is spayed or neutered \$20.00 each
  - (2) Each dog and cat that is NOT spayed or neutered \$40.00 each

5. Fees Related to Animal Control. Impounding costs are established by the Council as necessary to recover all costs and charges incurred by the City in impounding and maintain the animal. In addition to all costs of impounding the animal, there is an administrative fee of \$50.00 per incident per animal for each impoundment. All of the above fees and charges must be paid by the owner before the animal is released.

*\*The owner is also required to pay Story County Animal Shelter impounding and veterinarian care fees directly to the Shelter before release.*

- A. Daily Cat Impoundment Fee \$9.40 /day
- B. Daily Dog Impoundment Fee \$13.40 /day
- C. Rabies Observation Fee (in addition to daily impoundment) \$6.50 /day
- D. Euthanasia and Cremation \$50.00
- E. Cremation Only \$39.50
- F. Rabies Vaccination \$16.90
- G. After Hours Examination \$55.00
- H. Feral Cat Special Handling Fee (one time fee) \$24.50

6. Special License and Permit Fees:

- A. Pawnbroker's License \$100.00 each
- B. Peddlers/Solicitors Permit
  - Application Fee (in addition to costs below) \$25.00
  - (1) One Day (24 Hours) \$25.00
  - (2) One Week (7 Calendar Days) \$75.00
  - (3) One Month (Calendar Month) \$100.00

7. Officer Labor Fees. For any alcohol related event, a minimum of two (2) Law Enforcement Officers are required as determined by the Chief of Police. All officers will be employees of the Nevada Public Safety Department, unless this requirement is waived by the Chief of Police.

- A. Officer Labor Fees \$55.00 ~~60.00~~ per hour (2 hour minimum)
- B. Out of Jurisdiction \$80.00 per hour (2 hour minimum)

8. Community Service Officer Labor Fees

- A. Regular \$40.00 per hour (2 hour minimum)

9. Use of Police Vehicle

- A. Within City Jurisdiction \$25.00 per hour (2 hours minimum)
- B. Out of Jurisdiction \$50.00 per hour (2 hours min.) plus IRS Standard Mileage Rate

**510.11 LIBRARY.**

1. Copying of Records
  - A. Black and White \$0.20 per page
  - B. Color \$0.30 per page
2. Fax
  - A. Outgoing \$1.00 per page
  - B. Incoming \$1.00 for first page plus \$0.25 for each additional page
3. Miscellaneous
  - A. Replacement Cases \$1.25 each
  - B. Storage Boxes \$5.00 each
  - C. Lost or Damaged Items Retail cost plus \$3.00 fee
  - D. Material Recovery Fee, more than 60 days overdue, collection \$15.00 fee
4. Community Room Rental
  - A. Non-profit No Charge
  - B. For profit and organizations \$10.00 per hour
  - C. Key Deposit for after-hours rentals \$10.00
5. Hotspots
  - A. Late Fees: \$2.00 ~~\$5.00~~ per day (limit of \$10.00 ~~\$25.00~~)
  - B. Replacement cost for lost or damaged Hotspot Retail Cost
  - C. Lost or damaged accessories (protective case or charging cord): Retail Cost

Item # 8B  
Date: 4-8-24

**RESOLUTION NO. 074 (2023/2024)**

**RESOLUTION AUTHORIZING THE RELOCATION OF A STREET LIGHT ON 6<sup>TH</sup> STREET DUE TO POOR POSITIONING AFTER S14 FLYOVER CONSTRUCTION**

**WHEREAS**, The City Council of the City of Nevada has determined that it is in the best interest of the citizens to move the street light to provide for better visibility; and

**WHEREAS**, the street light's existing position will no longer be necessary due to the construction of a new road; and

**WHEREAS**, it is necessary to direct Alliant Energy to Change location of Pole #7460 to new location on Map Attached, and the 135 LED Light and Arm will be removed from Pole #33321 and moved to Pole #07460; and

**THEREFORE BE IT RESOLVED** by the City Council of the City of Nevada, Iowa, that Alliant Energy Inc. is hereby directed to make the following changes in the existing system, at the locations described herein (as shown on the attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

**NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM:**

Add Number	Delete Number	Wattage or Lumen Rating	Style of Luminaire	Type and Height of Pole	Overhead or Underground Wiring *
_____	<u>  1  </u>	<u> 250 Watt </u>	<u> HPS </u>	<u> N/A </u>	<u> OH </u>

**LOCATION OF NEW INSTALLATION OR CHANGES**

POLE #7460 WILL BE MOVED TO LOCATION REQUESTED BY THE CITY AS SHOWN ON MAP

THE 135 LED LIGHT AND ARM WILL BE REMOVED FROM POLE #33321, MOVED TO POLE #07460

**Passed and approved by the City Council of the City of Nevada this 8<sup>th</sup> day of April, 2024.**

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

Attest:

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

# 328086 50

# 33521

Private Dr

# 33522

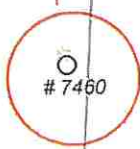
6TH ST

# 7460

6TH ST

US HWY 30

US HWY 30



**RESOLUTION NO. 075 (2023/2024)**  
**A RESOLUTION ACCEPTING MINOR SUBDIVISION FOR**  
**MARTIN'S 3<sup>RD</sup> ADDITION, NEVADA, STORY COUNTY, IOWA**

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, the Plat of Survey of MARTIN'S 3<sup>RD</sup> ADDITION Minor Subdivision, within the Jurisdiction of the City of Nevada, Iowa; and

WHEREAS, the Plat of Survey has been submitted to the Planning and Zoning Commission of the City of Nevada, Iowa, and they recommended approval of the Plat of Survey of MARTIN'S 3<sup>RD</sup> ADDITION Minor Subdivision, Nevada, Story County, Iowa, on the 4<sup>th</sup> day of March, 2024.

WHEREAS, the City Council of Nevada, Iowa is required to review the Plat of said subdivision pursuant to Iowa Code §354.8.

WHEREAS, the City Council of the City of Nevada, Iowa has considered the recommendations of the Planning and Zoning Commission and finds that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the Plat and MARTIN'S 3<sup>RD</sup> ADDITION Minor Subdivision be accepted and approved.

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

1. That the Plat of Survey of MARTIN'S 3<sup>RD</sup> ADDITION Minor Subdivision, Story County, Iowa of Nevada, Iowa, is hereby accepted and approved for and on behalf of the City of Nevada, Iowa.

PASSED AND APPROVED THIS 8<sup>th</sup> day of April, 2024.

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

Attest:

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



## AGENDA

Planning & Zoning Commission  
*April 1<sup>st</sup>, 2024 6:15pm*  
Council Chambers, City Hall 1209 6<sup>th</sup> Street

1. Call the meeting to order – Roll Call
2. Approval of the Agenda
3. Approve and place on file the minutes of the March 4<sup>th</sup>, 2024
4. Public Forum: Time for comments from the public on P&Z business other than those listed on this agenda.
5. Minor Subdivision Application at 2000 5<sup>th</sup> Street, Sunsets on 5<sup>th</sup>.
  - a. Recommend to Council
6. Minor Subdivision Application/Review at 1002 D Avenue, Martin's 3<sup>rd</sup> Addition
  - a. Recommend to Council
7. City Administrator/ Commission Members/ Staff Reports
8. Adjourn

This agenda was posted on the official bulletin board Thursday March 29<sup>th</sup>, 2024 in compliance with the requirements of the open-meeting law.

# Memo

**To:** Planning & Zoning Commission  
**From:** Ryan Hutton, Zoning Supervisor  
**CC:** Jordan Cook, City Administrator  
**Date:** 4/1/2024

## RE: General Information

1. **Minor Subdivision Sunsets on 5<sup>th</sup>:** The City of Nevada's Subdivision Ordinance allows a Minor Subdivision if the proposed subdivision does not include any street or utility improvements. The proposed subdivision turns one lot into four lots. The Minor Subdivision requires a final plat and approval of The Planning & Zoning Commission and The City Council. The property owners have requested the proposed subdivision of Kyle Nelson and Katrina Zerwas. Staff recommends approval of the Sunsets on 5<sup>th</sup> Subdivision to the Planning and Zoning Commission and send onto The City Council. Included in your packet is a copy of the plat and application form.
2. **Minor Subdivision MARTIN'S 3<sup>RD</sup> ADDITION:** The City of Nevada's Subdivision Ordinance allows a Minor Subdivision if the proposed subdivision does not include any street or utility improvements. The proposed subdivision turns one lot into four lots. The Minor Subdivision requires a final plat and approval of The Planning & Zoning Commission and The City Council. The property owners have requested the proposed subdivision of Cary Martin. Staff recommends approval of the MARTIN'S 3<sup>RD</sup> ADDITION Subdivision to the Planning and Zoning Commission and send onto The City Council. Included in your packet is a copy of the plat and application form.

If you have any questions please contact me at work, 515-382-5466, or at home, 515-720-3545, and prior to Monday night's meeting

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 6<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> 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 1<sup>st</sup> 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



# Minor Subdivision Application

This 2-page form must be filled out completely before your application will be accepted.

**1. Property Location of this Minor Subdivision**

(street address and/or boundary description) 1002 D Ave., Nevada, IA 50201

**2. Existing Use and Proposed Use of the Property:** Single residential property that would like to be subdivided into 2 additional lots for a total of 3 lots.

**3. Subdivision Name:** MARTIN'S 3RD ADDITION

**4. Legal Description of Property:** Lots Six (6) and Seven (7), Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, and one-half (1/2) of alley adjoining Lots Six (6) and Seven (7), Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record.

**5. Property Owner:** Martin, Cary P. and Sherri L

**Address:** 404 I Ave. Nevada Iowa 50201  
(Street) (City) (State) (Zip)

**Telephone:** 515-290-7368  
(Home) (Business) (Fax)

**6. Attorney:** Tom Cahill

**Address:** 1015 5th St Nevada Iowa 50201  
(Street) (City) (State) (Zip)

**Telephone:** 515-382-6571  
(Home) (Business) (Fax)

**7. Land Surveyor:** Jeremy P. Leemon

**Address:** 1701 Route 35 North East Dubuque Illinois 61025  
(Street) (City) (State) (Zip)

**Telephone:** 815-747-8833  
(Home) (Business) (Fax)



# Minor Subdivision Application

Page 2

**8. Contact Person:** Martin, Cary P.

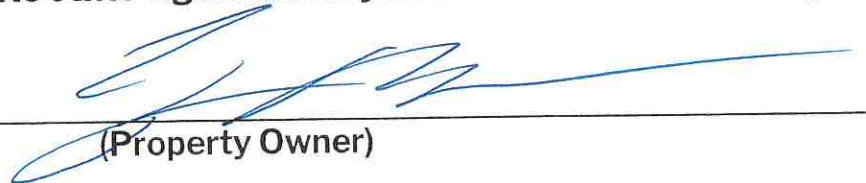
**Address:** 404 I Ave. Nevada Iowa 50201  
(Street) (City) (State) (Zip)

**Telephone:** 515-290-7368  
(Home) (Business) (Fax)

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

**Signed by:**  3-12-24  
(Applicant) (Date)

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

**and:**  3/20/24  
(Property Owner) (Date)

**and:** \_\_\_\_\_  
(Contact Person) (Date)

## Minor Subdivision Checklist

*The following items must be included with this submittal for approval of an Administrative Subdivision:*

- One (1) completed and signed Application Form.
- Fifteen (15) copies of the Plat no larger than 24" by 36".
- One (1) 11" by 17" black-line reduction copy of the Plat.
- A check or cash for the application filing fee as established by the City Council



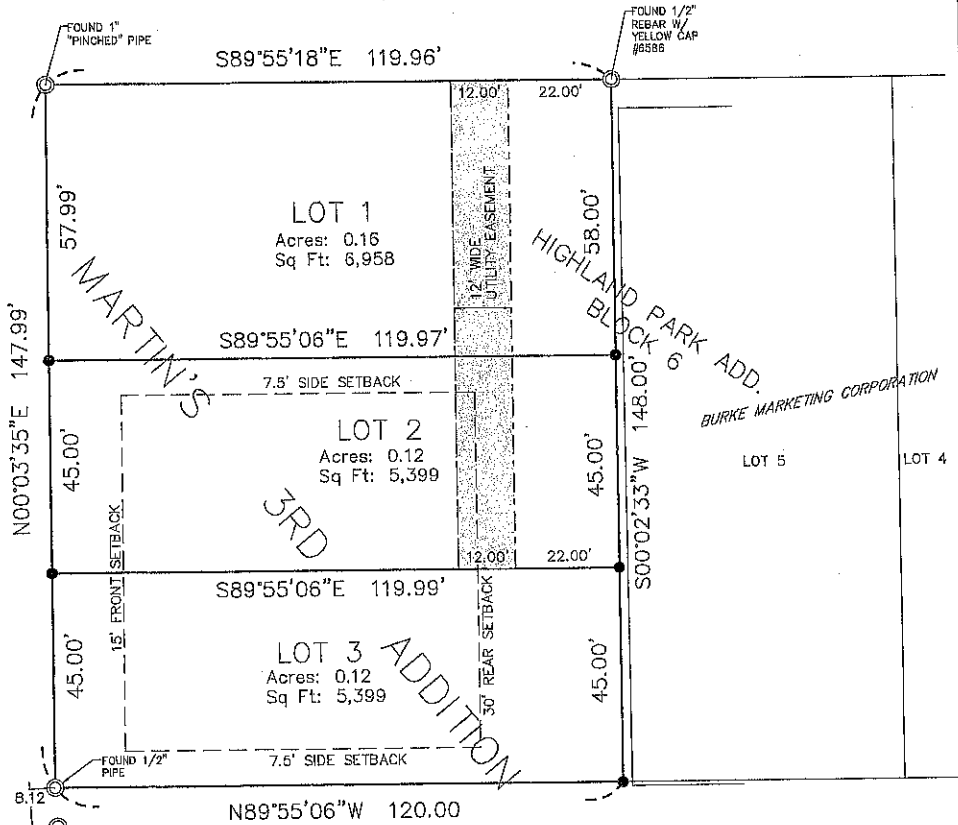
# PLAT OF SURVEY

for  
 Lots One (1), Two (2), and Three (3) Martin's 3rd Addition in Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, and one-half (1/2) of the alley adjoining Lots Six (6) and Seven (7), Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record.

PROPRIETOR:  
 Cary Martin  
 404 I Ave.,  
 Nevada, IA 50201  
 SURVEY REQUESTED BY:  
 Cary Martin  
 FIELD SURVEY CONDUCTED ON:  
 04/05/2022

D AVE. (60' ROW)

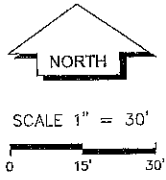
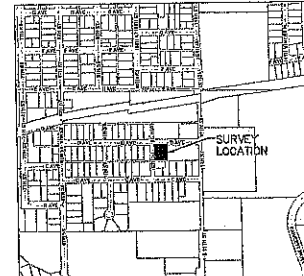
10TH ST. (40' ROW)



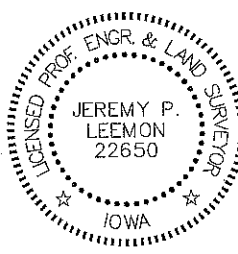
### LEGEND

- ⊙ FOUND MONUMENT AS DESCRIBED
- PLACED 5/8" REBAR W/ YELLOW CAP #22650
- SURVEY BOUNDARY
- LOT LINES
- - - BUILDING SETBACK
- - - UTILITY EASEMENT
- CENTER LINE
- BUILDING LINES

### KEY MAP



**ZONING**  
 EXISTING: R2



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

*Jeremy P. Leemon*  
 Jeremy P. Leemon, Land Surveyor Date: 3-12-24  
 License number: 22650  
 My license renewal date is December 31, 2024  
 Pages or sheets covered by this seal: 1 OF 1

**PLAT OF SURVEY**  
 Drawn by: CR Project No.: 9515.00  
 Drawing Date: 3/6/2024  
 Drawing Name: K:\SURVEY - PRIVATE\9515.00 - Cary Martin\Drawing\Martin Phase2.dgn



Item # 8D  
Date: 4-8-24

## COUNCIL ACTION FORM

### AGENDA ITEM: Well field cash rent for purposes to bale hay

#### HISTORY:

The City of Nevada has 112.34 acres used for wells to supply the city's water with 5 wells on it. 38.28 acres of the 112 are in CRP which leaves approximately 60 acres of underutilized land. Previously, the city has been mowing this land which has been an expense we have had about twice a year depending on rain amounts. I have been looking in to ways we would be able to better utilize the land not used for our wells. I reached out to the DNR to see if there was a possibility to rent the land out for someone to bale hay. The DNR's only requirement is no fertilizers or enhancements can be applied to the land due to the water table being so high in the area. I reached out to several people that would have interest in utilizing the grass for hay with the requirements not allowing any application on the site and received multiple bids back for the 60 acres as is. I would plan on having a 3-year cash rent contract.

#### OPTIONS:

1. Jamie Courtney: \$100/ acre @ 60 acres = \$6000/year
2. Moser Harvesting LLC: \$80/acre @ 60 acres = \$4800/year
3. Justin Holl: \$25/acre @ 60 acres = \$1500/ year

#### STAFF'S RECOMMENDED ACTION:

1. Therefore, City Administrator recommends that Council approves Option 1, Jamie Courtney: \$100/ acre @ 60 acres = \$6000/year on a 3-year contract.

Respectfully,

Jordan Cook

#### OPTION 1

Iowa Cash Rent Farm Lease

02.25.2024

Owner (s): City of Nevada

Actual property address: 56742 250th St, Ames, IA 50010

Operator (s): Jamie Courtney

57613 260<sup>th</sup> St, Ames, IA 50010

1. Legal Description: \_\_\_\_\_

2. Terms of Lease: The term of the lease shall be for a period of 1 year (s), beginning on the date of a fully executed lease agreement in spring of 2024 with first right for an option to extend. After expiration of the initial term, the lease shall continue from year to year, unless terminated by a separate written agreement or by statutory termination notice served by either party on or before September 1, as directed by Iowa law, effective the following March 1.

3. There are contract acres available according to county FSA records (FSA form 578). Actual Established hay land acres tbd.

The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes: None, absolutely none. Keeping a distance from all structures.

4. Cash Rent: Operator agrees to pay the Owner cash rent for the use of part of the Real Estate as follows:

Description Amount: Established hay land acres, total TBD by survey, coop field measurements and/or mowing equipment. This agreement is based on the operator not being able to reapply nutrients back into the soil to replace what is being harvested. Should a suitable natural way of replenishing soil needs present itself in mutually acceptable terms, then any future per acre rental price can be renegotiated for year two and beyond.

Year one: Established hay land acres @ \$100 /acre using 60 A = \$6000 for total annual rental

Should we mutually move forward with year two:

Year two: Established hay land acres @ \$100 /acre using 60 A = \$6000 for total annual rental

The cash rent shall be due and payable as follows:

Due Date April 1, 2024 Amount \$3000

Due Date Sept 1, 2024 Amount \$3000

Same dates of the year for future years under contract.

Year three: could be a year that's needed to be off to let the soil replenish. In which case no cash rental and the agreement would be paused until year four. TBD

**OPTION 2**

Moser Harvesting LLC

2024 bid for well hay

\$80.00 per acre

60 acres

\$4800.00 total

**OPTION 3**

bid \$1500 per year for whatever the lease period is

# City Administrators Report

March 21-April 3, 2024

## Ag Breakfast

Had the chance to go to the Ag Breakfast in Ames, this was very informative. Roger Underwood was the speaker. Engagement was high at the event as he spoke on Ag technology and the use of GMOs among other things.

## Trail design discussion

Met to discuss initial plans for the 19<sup>th</sup> Street trail. We will be discussing this again before the council meeting on Monday evening. Should have 90% design plans done within the month so we can have this ready for a bid let and start the project at the start of the new fiscal year.

## Camelot

Was on a phone call with Brenda, Emily and Melissa to discuss Camelot Theatre for the CAT grant. I think this would be a good idea and a great way to achieve the funds needed to help with the overall plans for the theatre. I believe they will be taking steps to submit but need to have a couple of things in order before applying.

## Placer AI

This is a platform that calculates data from cell phones for areas across the nation, this would be data we could use for the city. For example, it provides the amount of traffic in the city or any specific area in the city. It is expensive, so not sure if this is something the city would be able to do alone but maybe in part with a couple of other organizations. The data would be good to figure out what would work best in our city such as business, including restaurants and retail, or event what types of events.

## Senior Center

Met with the senior citizen board to address their concerns and catch up with them. They recently repainted the inside and it looks fabulous. We are also getting estimates for new doors and framing as they are rusting out.

## Railroad

Received an email from the Federal Railroad Association regarding our quiet zones. I guess we are supposed to submit data every 2-3 years regarding all zones in town and haven't done so since they were installed. They mentioned we would take a chance of losing the zones if not submitted. This was news to me and Kerin when I brought this up. I have been working on this documentation and will get it submitted so we do not have any issues as well as put a reminder in place to do this every other year.

## Well Field

You will see the documents and action form on the council agenda to vote on. We received 3 bids for the well field.

## WW plant

Joe and I meet with Soren from Country Landscapes to discuss what types of native grass to plant out in the field to bale this in the future so I will plan on getting bids for this land as well. I do still plan on having the front 3.5 acres a conservation site but that will take several years to establish. We will be discussing trading some of the rocks in lieu of payment for the seed since we have hundreds of rocks available in the field.

## County Road Work

The County will be doing some road work on S-14 starting this summer or early fall. They have asked if we needed some of our road worked on and thought it would be cheaper if we we did it

at the same time. Darren mentioned our part of the road is in pretty good shape still so I will talk with Joe and see if he has any interest.

**RHRA Panel**

I will be speaking on a panel at the Rural Housing Readiness Assessment on the 10<sup>th</sup> to share some insight on what we have done in Nevada about many items such as the rental inspection program, housing, different incentives, and quality of life aspects of our community.

**Hotel Study**

Received the first draft of the Hotel study from Brenda. Seems pretty positive in our favor for a hotel. Once the final draft comes out, I will forward that to the rest of the Council and have Marlys add the information to the website.

**Codification**

Have been working on getting all of the ordinances finalized in order to get them codified and updated on our website since they a lot are outdated and incorrect online.

**AV System Council Chambers**

Should have this on the next council agenda for discussion and approval of the companies we have reached out to.

**GeoTab**

I was able to get the names of the communities that are similar in size. I have reached out but both places have not reached back out to me. I will place another phone call to see if I can get more information on if they like the technology or not.

**Trailside**

The basement has been poured; the house will be in sometime this month.

**SCHT funds**

Everything has been posted so we will wait and receive the applications from citizens and will be able to award in June

**Well Field**

Have received two bids on the field, and am hoping to get one more before a decision is made.

**MONTHLY/WEEKLY STANDING MEETINGS**

Why Mainstreet Matters  
Ag Breakfast  
Mainstreet All Boards meeting  
NEDC Exec and regular board  
Pizza Pie Looza



**STAFF MEETING AGENDA**

**April 1, 2024**

- a. City Administrator
  - i. Ordinances
  - ii. West Industrial Park
  - iii. East Industrial/Commercial Park
  - iv. Trails



- v. Housing
  - 1. Hospital
  - 2. Northview
  - 3. Oak Park- 2 lots interest
  - 4. South Glenn- basement
  - 5. Kading- lottery
  - 6. Trailside- basement
- vi. Burke Agreements
- vii. Open Lots
  - 1. West 18<sup>th</sup> – Restaurant
  - 2. Fawcett Parkway Hotel Study
- viii. iJag (May 2<sup>nd</sup>-3<sup>rd</sup>) Full Days Thursday 9-11:30;  
Friday:12-1:30



## MEMO

---

To: Nevada Mayor and City Council

From: Brandon Mickelson, PE

Subject: Monthly Project Update from HR Green, March 2024

Date: April 3, 2024

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### **On-Call Engineering Services – 40100100**

HR Green provided the following on-call services:

- Attended City Council and CIRTPA meetings.
- Oak Park Estates Easement Review
- Dollar General Site Plan Review
- Stormwater SF455 Bill Review and how it affects Nevada

### **US 30/580<sup>th</sup> Interchange Well Water Main Relocation Project – 2302726**

This project consists of the relocation of Nevada's 16" Well Water Main in the vicinity of the new US 30/580<sup>th</sup> Avenue Interchange from the intersection of US 30 and Sand Hill Trail east to 580<sup>th</sup> Avenue and then north along the existing 580<sup>th</sup> Avenue right-of-way to the north end of the interchange project. The Iowa DOT will be responsible for all costs associated with this project, including construction, design, and construction phase services.

A preconstruction meeting for the project was held on March 20<sup>th</sup>. Construction is anticipated to begin on Monday 4/8 (Water main portion of the project anticipated to take 7-10 weeks). A construction phase services contract has been provided for consideration at the 4/8 council meeting. Iowa DOT will be responsible for all costs associated with the construction phase services to be provided by HR Green for the project.

### **Sponsored Projects - 191900**

#### **Nevada Sponsored Project Final Design – 191900.03**

- These 3 bid packages are moving ahead to final design:
  - Project A – West Indian Creek (Lincoln Way to E Ave)
  - Project B – Tributary to West Indian Creek
  - Projects ABC – Vegetation Contract
- This bid package is currently being bid, bids due 4/10/24:
  - Project C – Harrington Park
- Permit Applications are under active review – Projects A and B only
  - USACE "Individual Permit", – Anticipated this week ending April 5, according to USACE case manager.
  - DNR floodplain permit comments also being addressed. Permit expected to be received shortly after (signed and sealed) 100% plans are received by DNR. 90% plans and calculations have been submitted to DNR for final review, prior to final 100% submittal.
- Acquisition documents for easements have been generated and negotiations with private property owners are underway. City Staff have requested that HR Green lead the effort to produce the necessary paperwork and assist with coordination of this effort.

- Next steps
  - Property acquisition discussions by City (Projects A and B only)
  - Final permits to be received.
  - Design moving toward 100% milestone for remaining 3 bid packages (Projects A, B, C and vegetation contract)

#### **GIS Services – 181696**

- Cemetery Project
  - HRG will be delivering a plotter size map to Gene and Tim for use at the Cemetery. HRG will also go over how to keep the cemetery data up to date with the use of its editing application.
- Iowa One Call Design Locates
  - HRG continues to assist Ryan and Kerin with Design locate maps for people who request them from Iowa One Call.
- GIS Data Updating and Training
  - HRG has scheduled a training course with city staff to go over editing data and updating data in their GIS. Mike will be performing this training and will also assist Ryan with the zoning map and application.

#### **Wastewater Treatment Facility – 160473**

- Phase 1, Site Preparation:
  - Work was completed as of 5/14/21.
- Phase 2, WWTF Plant:
  - Held construction progress meeting with WBCI on 2/21.
  - Next construction progress meeting is scheduled for 3/20.
  - Current work items underway includes: Interior and exterior work items for Administration Building, Headworks Building, Secondary Treatment Building, Chemical Storage Building, UV Building, Biosolids Processing Building, Digesters, Biosolids Storage Tanks, Biosolids Pump Station, and Return Pump Station; site work
  - HRG is responding to contractor questions.
  - Progress schedule shows project is behind schedule to meet updated contract completion date; however, delays with Phase 3 completion will result in the inability to complete process startups and place the facility into operation until late 2024 assuming Phase 3 meets its scheduled startup date (see below). HRG to develop considerations for Council related to Substantial Completion as this will be an upcoming milestone.
  - HRG is reviewing pricing for build out of the WWTF well from WBCI and will provide a recommendation to the City for approval to proceed; awaiting additional information from contractors on pricing
  - HRG is working on review of multiple Change Order Requests and will have recommendations for Council consideration at an upcoming Council meeting.
- Phase 3, Lift Station:
  - Held construction progress meeting with Boomerang on 2/21.
  - Next construction progress meeting is scheduled for 3/20.
  - Work performed this period includes:
    - Water tightness testing
    - Repair of leaks in structure perimeter walls
    - Site preparation for backfill
    - Started repair on pump room floor hatches
    - Repairs to “defective” wall repair patches
  - Wall pour issues update:
    - Major wall pour completed on 10/4. HRG is working with Boomerang for remedy on defective work from wall pour. Boomerang’s subconsultant (Terracon) has completed wall scanning effort and provided a summary report regarding voids

(visual and subsurface). Additional issues with concrete cover over reinforcement was noted in Terracon report. HRG formally responded with comments on the Terracon report and requested Boomerang to provide formal response regarding plan to remedy and impact to schedule. Boomerang has hired a third-party structural engineer (Shuck-Britson) to assist them with further investigation and development of remedies to the defective work. Boomerang and their third-party structural engineer completed an on-site review/investigation on 2/13. They developed preliminary proposed remedies and submitted to HRG for review on 2/21. HRG review proposed remedies and provided feedback on 3/2. Boomerang submitted updated final proposed remedies on 3/27. HRG reviewed the updated remedies, met with City staff to review and discuss our recommendations on 3/28, and formally responded to Boomerang on 4/4. Decision and response to Boomerang is to allow commencing with proposed remedies with conditions to retain Shuck-Britson to assist with repair and providing a 10-year warranty bond on all repairs. Both conditions would be at no cost to the City. Boomerang's formal response accepting the City's conditions was received on 4/26; however no preliminary schedule to complete repairs accompanied their response. Boomerang has continued working on wall repairs within the screen room and screen room stairwell areas (interior and exterior); most repairs to the lower walls are complete. Boomerang and Shuck-Britson were on-site 2/26 to review wall patches that appeared to be "defective"; Boomerang completed rework of numerous patches under the direction/observation of Shuck-Britson.

- HRG is tracking labor effort related to defective wall pour activities separately from other construction administration/observation efforts so there is a record of related engineering costs to withhold/offset from project payment to Boomerang.
- Upper Wall & ground floor slab pour issues update:
  - HRG completed site visit for full observation of upper wall and ground floor slab pour on 9/28/23; HRG issued formal notice of defective work to Boomerang on 9/29/23; Boomerang has been completing wall repairs following the same repair procedures as the lower wall repairs; Boomerang developed and submitted a repair plan for the suspended slab and upper walls on 11/22/23 with additional information submitted on 11/28/23; HRG reviewed the repair plan and return comments/questions to Boomerang on 12/4/23 for further clarification; Boomerang responded to HRG's comments/questions on 12/15; Conference call with HRG, Boomerang, SBI, and City was held on 12/22 to further discuss repair proposal; City gave final direction for approval of repair proposal and HRG issued formal notice to Boomerang on 12/26; Boomerang has scheduled a meeting with City and HRG on Jan. 2<sup>nd</sup> to discuss City's condition of approval to provide a 10-year warranty on repair work; Boomerang and Shuck-Britson were on-site 2/26 to review wall patches that appeared to be "defective"; Boomerang completed rework of numerous patches under the direction/observation of Shuck-Britson.
  - HRG is tracking labor effort related to defective upper wall & ground floor slab pour activities separately from other construction administration/observation efforts so there is a record of related engineering costs to withhold/offset from project payment to Boomerang.
- Boomerang's systems integrator subconsultant (Jetco) informed all parties at the 10/18/23 progress meeting about a new significant delay related to delivery of the project's electrical gear (Motor Control Centers). The systems integrator has presented an alternative electrical gear arrangement as a means to mitigate this issue. HRG evaluated this alternative, impacts to the project schedule, and cost impacts and presented this information to City staff in a virtual meeting on 11/16/23; City staff decided to reject the proposed substitution; Boomerang was formally notified of this decision on

- 11/17/23 and an updated progress schedule was requested; On 12/13 Jetco provided an updated MCC delivery ship date of 6/21/24 from the factory; Boomerang provided an updated construction progress schedule on 12/15/23
- Boomerang was investigating if a temporary bypass pumping arrangement is an option to allow startup of Phase 2 work until Phase 3 is operational. On 10/24/23 HRG, Boomerang, and City staff discussed a temporary bypass pumping arrangement in detail and the general outcome of the discussion was this is not a feasible option due to multiple different factors
  - Based on HRG's observations, the last received progress schedule (2/21/24), and the electrical gear delivery delay, Boomerang appears to be at least 59 weeks behind schedule to meet the current contract substantial completion milestone/date (June 9, 2023) based on a lift station startup date of 8/2/24. The current construction progress schedule shows the project's final completion milestone/date (original: September 30, 2023) as 9/3/24. The project has fallen behind schedule since 2/21/24 due to leak repairs taking longer than expected. There also appears there will be a delay with installation of the foundation exterior wall waterproofing system due to additional surface preparation needed because of the wall repairs which is currently unaccounted for in Boomerang's progress schedule.
  - Phase 4, Force Main and Trunk Sewer:
    - A December construction progress meeting with On Track was not held due to limited work completed during the period.
    - Future construction progress meetings will be schedule on an "as-needed" basis until the project is fully complete.
    - Abandonment of existing 8" gravity sewer is complete less the final ~300' due to potential service line connection conflict which is being investigated. There is apparently an active service line connection from the condo units on the south side of Highway 30 that are preventing this sewer line to be completely removed. The City will need to work with the property owner(s) to relocate their sewer service connection to another part of the collection system as the 8-inch gravity sewer in the Highway 30 right-of-way will ultimately need to be removed completely.
    - Installation of 14" force mains is complete and tested.
    - The stilling structure is complete.
    - Trunk sewer installation is complete.
    - 15" gravity sewer installation is complete.
    - Fiber optic cabling installation work commenced the week of 12/4/23 with reinstallation of damaged/destroyed conduit and handholes within the IDOT S14 project work area followed by aerial fiber optic cable installation. Note that end connections cannot be completed until Phases 2 & 3 will allow. The City will need to determine how/if to assess the IDOT for reinstallation of fiber optic conduit and handholes damaged as part of the IDOT S14 project by the IDOT's contractor.
    - Auger boring subcontractor has completed installation of all auger borings for gravity sewer and force mains; numerous issues/obstructions were encountered during auger boring installations under Hwy 30 causing need to excavate within the Hwy 30 median and shoulders to resolve; OnTrack submitted claims for related extra work/costs; HRG has reviewed against our records and has sent OnTrack our comments to amend their request; OnTrack has responded to HRG's comments and HRG responded to OnTrack on 12/11/23. OnTrack responded to the last round of comments and is planning to meet with the City and HRG for in-person discussion on 2/8. In-person discussion was held on 2/8 where HRG and City requested adjustments to the contractor's claim; follow-up in-person discussion is schedule for 3/20.

### **2024 Street Improvements, Division 1, Street Reconstruction – 2303452**

- City staff identified five blocks of streets and underground infrastructure (storm sewer, sanitary sewer, and water main) for reconstruction, including the following:
  - I Avenue, 8<sup>th</sup> Street to 9<sup>th</sup> Street: Street, sanitary sewer, storm sewer, and water main reconstruction
  - H Avenue, 8<sup>th</sup> Street to 9<sup>th</sup> Street: Street reconstruction
  - H Avenue, 9<sup>th</sup> Street to 10<sup>th</sup> Street: Street, storm sewer, and water main reconstruction
  - 9<sup>th</sup> Street, G Avenue to I Avenue: Street, sanitary sewer, storm sewer, and water main reconstruction
  - 10<sup>th</sup> Street, H Avenue (south) to H Avenue (north): Water main reconstruction
- Construction is anticipated to start on 4/15/24.

### **North Well Field Exploration - 2303590**

- Northway (well drilling sub) is scheduling field work and drilling for test wells to confirm aquifer characteristics and water quality.
- Upon completion of the test wells, HR Green to incorporate test well data and results along with draft documents above and recommended improvements into a final Report.

### **19<sup>th</sup> Street Trail – 2402192**

- HRG providing design services for design of a 10' wide trail along 19<sup>th</sup> Street from South G Ave to Lincoln Highway.
- HRG submitted 90% plans to the City for review on 4/2/24 and to meet with City staff on 4/8/24 to work on finalizing the design.





# NEVADA PUBLIC SAFETY DEPARTMENT

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



*Chris Brandes*  
*Public Safety Director*  
*Chief of Police*

**To:** Mayor and City Council  
**From:** Chris Brandes, Public Safety Director/Chief of Police  
**Date:** Wednesday, April 3, 2024  
**Ref:** Report for City Council Meeting for Monday, April 8, 2024

## **Staffing**

Skyler Koder will graduate ILEA on April 19.

No new activity on hiring lists or personnel.

## **Activity**

The police department has either responded to or self-initiated 461 calls for service in the month of March. Traffic stops remain the highest calls for service with Medical Assists and Animal Calls being the next highest.

Hopefully the weather warms up and officers will be partnering with the city's planning official to address nuisance properties.

Respectfully submitted,

Chris Brandes  
Public Safety Director  
Chief of Police



# NEVADA PUBLIC SAFETY DEPARTMENT

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



*Chris Brandes*  
Public Safety Director  
Chief of Police

TO: Chris Brandes, Public Safety Director  
FROM: Ray Reynolds, Director of Fire and EMS  
DATE: April 1, 2024  
REF: Activity report for Trustees, City Council and Honorable Mayor.

Calls to date in 2024: 186  
Calls to date same time last year (2023): 193  
  
Fires for March 2024: 7  
Motor vehicle crashes for March 2024: 2  
EMS for March 2024: 40  
Good intent for March 2024: 10  
Community events for March 2024: 9  
  
Current roster number of members: 46  
Narcans used this month: 0

## Fire Department Membership

My name is Gabe Tedrow, and my wife, Hannah, and I moved to Nevada in December 2023. I currently work full-time at Camp Dodge and am a sergeant in the Iowa Army National Guard and my wife attends law school at Drake. We have two dogs, Aspen and Oakley, and enjoy working out, movies, and traveling. I wanted to join the Nevada Fire Department because being an active member of my community is important to me and I want to give back in any way that I can.

Firefighter Zach Larson has returned to the department as a day-time responder. Zach was the firefighter who rescued a person from a fire on April 21, 2022. The person later died of burn injuries but his efforts were previously recognized. He moved to the family farm out of the fire district but as asked to come back since he works at Van Wall in Nevada. His employer has approved his day time response to fires.

## OSHA RULES CHANGE MAY IMPACT VOLUNTEER FIRE DEPARTMENTS

**29CFR1910.156** is the current standard for occupational safety requirements for private and industrial fire brigades. This was mainly geared towards people who were designated at an industrial plant to engage in EMS and firefighting. OSHA is moving into rules drafting to expand this to emergency response workers to update their 1980's "fire brigade" standard. What this means to our department: Twenty-two NFPA standards will be required to comply with. The scope of the proposed rule is larger, expanding beyond employers who provide only firefighting services to include employers that provide other emergency services, such as prehospital EMS and technical search and rescue services. In addition, the proposed rule would impact public and municipal fire departments and other emergency response employers in States

with OSHA-approved State Plans. This comes from language from 1970 indicating an employer shall furnish to each employee a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to employees. The argument is that the world has changed in the last 44 years and OSHA is taking a big swing at modernizing the work place for fire and EMS. These are just some of the unfunded mandates that will be impacting our department.

- 1) All employees would need NFPA compliant gear meeting the 10-year service life- not compliant
- 2) All properties would need pre-planned for emergencies- not compliant
- 3) All team members would have mandated participation requirements- not compliant
- 4) The fire department would need a written risk management plan things like diesel exhaust exposure are covered in this requirement- not compliant
- 5) Medical and physical requirements would increase frequency of physicals. Employees will be fit physically and mentally to do the job- partial compliant.
- 5) All equipment would need to be certified, pump tested, ladder tests, SCBA flow tests- not compliant.
- 6) Driver training and operations training – compliant
- 7) Trained and use incident management system – compliant
- 8) Standard operating procedures required- compliant
- 9) Post incident analysis- compliant
- 10) Respirator protection plan- compliant
- 11) Community vulnerability assessment needs completed and mutual areas- not compliant
- 12) Incident safety officer training and designation- not compliant
- 13) Rapid intervention crew assigned and trained- compliant
- 14) Non-emergency service rules and SOG- not compliant
- 15) Medical evaluation after certain hazard exposures- partial compliance.
- 16) Initial refresher, professional and leadership training- compliant
- 17) Safety and Health policy – partial compliant
- 18) Mandated Hazmat awareness training.
- 19) Awareness and avoidance of confined space, trench, and swift water rescue – compliant
- 20) Trained on fire extinguisher use- compliant.
- 21) Training: CPR and AED, Firefighting, Structural firefighting, Search and rescue, Emergency

22) Decon storage of exposed turnout gear- while we wash fire exposed gear, we do not have storage for dirty gear.

23) New fire stations with sleeping quarters need to be sprinkled. N/A

24) All connections and standpipes shall be compliant with mutual aid companies-partial compliance

Maximum OSHA fines are \$16,131 or \$161,323 if repeated violations. When this comes into play, it will cost between \$500,000 to \$1,000,000 for our department to fully meet all of these standards. The NVFC is providing nation-wide comments to OSHA this could be the end of many fire departments. The webinar link below is a good training webinar to understand why this is happening and what it means.

[Webinar: Emergency Response Rule | Oshaedne](#)

### **The big question does it cover us?**

#### *Coverage of volunteers.*

OSHA recognizes that many emergency responders, particularly firefighters and EMTs, are referred to as “volunteers.” The OSH Act applies to employers who have employees, 29 USC 652(5), and does not cover true volunteers. However, workers who are labeled as volunteers actually are occasionally considered employees under federal law because they receive a certain amount of compensation, which may be money or other types of remuneration (see Section III. *Pertinent Legal Authority*). Therefore, any emergency responders who are referred to as volunteers but receive “significant remuneration” within the meaning of federal law would be included within the scope of this proposed rule as employees.

I will check on this while our staff receive a small stipend, the fact the stipend is taxed, they are covered by workers compensation if injured, and they are considered city part time employees, this standard may apply to the department.

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



Kerin Wright  
City Clerk  
Phone: (515) 382-5466  
Fax: (515) 382-4502  
kwright@cityofnevadaiaowa.org

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April 4, 2024

TO: Mayor - City Council Members  
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

The Final approval of the Fiscal Year 2024/2025 Budget is on the agenda tonight. If there are any suggestions on how we might improve our process for the next budget season please let me know.

Attended the Iowa Employment Conference in Altoona on April 3, 2024. There were a couple good sessions on benefits and what is trending today.

Attended an ICAP meeting with their attorneys to review 2024 legislation that is likely to pass and what the bills intent is.

Attended Dorsey and Whitneys required Annual Training regarding Municipal Securities Disclosures. This is information we are required to do during bonding and reporting to EMMA. The webinar was recorded and I will send it out to you all to review when you have time. The training is also required for council as well.

Kerin Wright  
City Clerk/Finance Director



City Council:

Continuing to process permits.

Getting ready to start nuisances for yard waste and junk collection.

I have included a tax abatement

Respectfully,

Ryan Hutton  
Building and Zoning Official



The Nevada Street Dept has been working on the following

- ❖ Street sweeping
- ❖ Vehicle maintenance
- ❖ Locates
- ❖ Burned the Water Dept well field
- ❖ Cleaning up new WWTP property
- ❖ Patching holes
- ❖ Meetings for the upcoming street projects
- ❖ Assisted other Dept as needed



April - 2024

To: Mayor, Brett Barker  
Nevada City Council  
City Administrator, Jordan Cook

From: Tim Hansen, Director of Parks and Recreation

Re: Monthly Information Report

- Field House Project:
  - Contractor is working on punch list items throughout the building. There is a Change Order on the agenda for your review and consideration.
  - Country Landscapes has completed work on the pond and fishing dock on the east side of the building. They have several areas yet to sod and then should be completely done.
  - We just booked a number of tournaments with All Iowa Attack.
  - Replacement of the south wall panels that were damaged during construction will most likely be replaced later this month.
  - Met with the turf supplier and we are waiting on a response regarding the seams on the turf.
- Sponsored Project: Harrington Park is ready to bid. Starting to work on the necessary easements needed for project areas along West Indian Creek. HRG is still waiting on the permit for the West Indian Creek project.
- We plan to have all water on in the parks in the next couple of weeks, as soon as we know we are past freezing temperatures at night.
- Certified Pool and Spa Operator training April 9<sup>th</sup> & 10<sup>th</sup>.
- Spring programming has started with activities at the Field House, and outdoor activities have also started at SCORE for Parks and Rec., Soccer Club and School.
- Met with Erin Clanton to help put together an RFQ/RFP for securing professional services for the splash pad project.
- Reviewing employee/application information for seasonal staff.
- Community Forestry Grant Application was awarded. We are working with the school to have students assist with the planting of the trees on April 19<sup>th</sup>.
- Story County Trails informational meeting on April 1<sup>st</sup>. This is to collect public input on the future of trails in Story County. This is open to everyone and will be held at the Field House.
- Staff, City Council, Safety, and Nevada Foundation meetings.

If you have any questions, please feel free to contact me at 382-4352 (Office), 291-0747 (Cell), or by email at [thansen@cityofnevadaiaowa.org](mailto:thansen@cityofnevadaiaowa.org).

April 8th, 2024 Council Meeting

To: Mayor, City Council and Administrator

From: Shawn Ludwig, Water Superintendent

## Water Department Council Report

- Busy with Plant maintenance
- Reading meters.
- Doing locates
- Helped the Street Dept. burn the prairie at the Well Field.
- Working on the Lead Service line report for the DNR.

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April 8th / 2024

## Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift station, and remote flow basin.
- Pump control repairs on raw wastewater pump #2
- Recirculation sludge pump control repairs pump #1
- IDNR inspection





# NEVADA PUBLIC SAFETY DEPARTMENT

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



*Chris Brandes*  
Public Safety Director  
Chief of Police

Priscilla Gammon  
Indian Ridge HOA Board President  
1322 Cherokee St.  
Nevada, Iowa 50201  
verdoornpa@gmail.com

Date: Friday, March 22, 2024

**RE: Road Closure request**

Dear Priscilla:

I received your letter dated March 18<sup>th</sup>, 2024 reference a road closure. This road closure request is for several dates in the summer of 2024. The dates are June 19<sup>th</sup>, July 24<sup>th</sup>, August 21<sup>st</sup>, and September 18<sup>th</sup>. The request will support hosting neighborhood events, food truck placement, and entertainment. The closure time will be from 5:00PM to 8:00PM. The following closure is requested:

- Close Dakota Court Cul-de-sac.

**Your request for this street closure is approved.**

You are responsible for obtaining any liability insurance necessary to protect you against any claims which may be brought in connection with these events. The City of Nevada is not liable for any injuries or other claims made by participants in your event. **You must allow access for emergency vehicles.**

You are responsible for the closure and appropriate marking. You have indicated renting barricades from the City or constructing barricades, both options are acceptable. Any constructed barricades should clearly establish a barrier between the closed roadway and the travel portion of the road. You may contact Street Department Superintendent Joe Mousel and make arrangements for equipment to stop and/or direct traffic. Mr. Mousel can be reached Monday through Friday between 8:00 a.m. and 4:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of barricade equipment. It would be your responsibility to make these arrangements with Mr. Mousel.

This scanned copy should suffice if there are questions. If you prefer a copy with original signature let me know. If I missed or misconstrued something please let me know.

Respectfully

Chris Brandes  
Public Safety Director  
Chief of Police  
Nevada Public Safety Department

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

March 18, 2024

Chief of Police  
1209 6<sup>th</sup> Street  
Nevada, IA 50201

Chief Brandes,

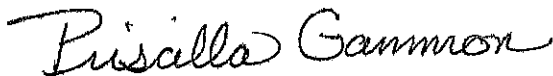
The Indian Ridge HOA Board is requesting 4 street closures to host neighborhood events. We would like to close Dakota Court on Wednesday, June 19, 2024, Wednesday, July 24, 2024, Wednesday, August 21, 2024, and Wednesday, September 18, 2024, from 5:00 pm to 8:00 pm each day.

The Indian Ridge HOA Board does not have access to a barricade for the street closure and we were hoping to use one each time if the city was willing. Otherwise one of our board members is willing to construct one. All of the people who live on Dakota Court have been notified that there is a possibility that their street may be closing on the aforementioned days and times, and if the street closures are approved they will be notified again.

The purpose of this street closure is to again invite local food trucks into our neighborhood, hopefully along with community members who volunteer their talents for entertainment for an evening of food and fun. Most of the people attending will be from Indian Ridge, but this event is open to anyone, and all are welcome.

Thank you for honoring this request and feel free to reach out with questions.

Priscilla Gammon



Indian Ridge HOA Board President  
1322 Cherokee St.  
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verdoornpa@gmail.com