



**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**TUESDAY, MAY 28, 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. Tuesday, May 28, 2024***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
  - A. 19<sup>th</sup> Street Trail Project
    1. Public Hearing, on Proposed 19<sup>th</sup> Street Trail Project
    2. Resolution No. 085 (2023/2024): A Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the 19<sup>th</sup> Street Trail Project
    3. Consideration of bids for the 19<sup>th</sup> Street Trail Project
    4. Resolution No. 086 (2023/2024): A Resolution awarding contract for the 19<sup>th</sup> Street Trail Project
5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)

- A. Approve Minutes of the Regular Meeting held on May 13, 2024
  - B. Approve Payment of Cash Disbursements, including Check Numbers 83806-83880 and Electronic Numbers 1620-1636 (Inclusive) Totaling \$4,644,010.59 (See attached list)
  - C. Approve Renewal of Class "E" Retail Alcohol License for Casey's Marketing Company, d/b/a, Casey's General Store #2306, 1136 Lincoln Hwy, Effective July 1, 2024
  - D. GAX Reimbursement Request for Camelot Theater Catalyst Grant, \$60,000
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. FY25 Human Services Grant Funding Update - Brenda Dryer
7. OLD BUSINESS
- A. Approve Pay Request No. 21-Partial Retainage for Field House Project from HPC LLC in the amount of \$277,942.60
8. NEW BUSINESS
- A. Resolution No. 087 (2023/2024): A Resolution in support of a workforce housing tax incentive application to be submitted to IEDA by Diamond F Properties for a housing project in Nevada (Trailside)
  - B. Ordinance No. 1056 (2023/2024): An Ordinance Amending Chapter 62 (General Traffic Regulations) of the City Code by Establishing School Zones in Certain Areas of Town
  - C. Resolution No. 088 (2023/2024): A Resolution Accepting Easement Option Agreement between the City of Nevada, Iowa, and ITC Midwest LLC
  - D. Approve Council Chambers AV System
9. REPORTS – City Administrator/Mayor/Council/Staff
10. ADJOURN

The agenda was posted on the official bulletin board on May 23, 2024, in compliance with the requirements of the open meetings law.

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

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2023-2024\2024-05-28.DOC

## **PUBLIC NOTICE**

There will be a Work Session of the Nevada City Council on Tuesday, May 28, 2024 immediately following the regular City Council Meeting in the Council Chambers of Nevada City Hall, 1209 6<sup>th</sup> Street.

The Nevada City Council will have a work session regarding sewer user rates/fees. No action of the Council will occur at the session.



**MEMO FOR  
REGULAR MEETING OF THE NEVADA CITY COUNCIL  
TUESDAY, MAY 28, 2024 – 6:00 P.M.**

**4. PUBLIC HEARING**

**A. 19<sup>th</sup> Street Trail Project**

1. Public Hearing, on Proposed 19<sup>th</sup> Street Trail Project
2. Resolution No. 085 (2023/2024): A Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the 19<sup>th</sup> Street Trail Project
3. Consideration of bids for the 19<sup>th</sup> Street Trail Project
4. Resolution No. 086 (2023/2024): A Resolution awarding contract for the 19<sup>th</sup> Street Trail Project

**Enclosed you shall find the public hearing notice, resolutions to approve the plans and specs and award the contract. HRG has provided the bid tab and their recommendation for awarding the contract.**

**7. OLD BUSINESS**

- A. Approve Pay Request No. 21-Partial Retainage for Field House Project from HPC LLC in the amount of \$277,942.60**

**Enclosed you shall find the partial retainage pay request with the Architect recommendations. The city will withhold \$100,000 of the retainage until all items have been resolved.**

**8. NEW BUSINESS**

- A. Resolution No. 087 (2023/2024): A Resolution in support of a workforce housing tax incentive application to be submitted to IEDA by Diamond F Properties for a housing project in Nevada (Trailside)**

**Enclosed you shall find the resolution and information about the workforce housing tax incentive program.**

- B. Ordinance No. 1056 (2023/2024): An Ordinance Amending Chapter 62 (General Traffic Regulations) of the City Code by Establishing School Zones in Certain Areas of Town**

**Enclosed you shall find an ordinance establishing school zones, which will allow police officers to increase fines in the area.**

- C. Resolution No. 088 (2023/2024): A Resolution Accepting Easement Option Agreement between the City of Nevada, Iowa, and ITC Midwest LLC**

**Enclosed you shall find the resolution and agreement. It has been reviewed by the city attorney.**

- D. Approve Council Chambers AV System**

**Enclosed you shall find an action form with options for upgrading the Council Chambers system.**



# LOCALiQ

## Ames Tribune

Item # 4A-1  
Date: 5/28/24

PO Box 631851 Cincinnati, OH 45263-1851

### AFFIDAVIT OF PUBLICATION

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

Nevada IA 50201-1536

STATE OF WISCONSIN, COUNTY OF BROWN

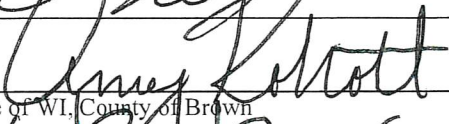
The Nevada Journal, a weekly newspaper printed and published at Ames, Story County, Iowa, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspaper in the issues dated:


05/16/2024

and that the fees charged are legal.

Sworn to and subscribed before on 05/16/2024

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

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

Publication Cost: \$31.20  
Order No: 10112995 # of Copies:  
Customer No: 842186 0  
PO #: LIOW0093456

**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 19th STREET TRAIL PROJECT NEVADA, IOWA**

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

The Project shall consist of:

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

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

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

Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

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

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

Kerin Wright

City Clerk

May 16 2024

LLOW0093456

RESOLUTION NO. 085 (2023/2024)

Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the 19<sup>th</sup> Street Trail 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 proposed 19th Street Trail 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 May 28, 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 May 28, 2024.

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

Attest:

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

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

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


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

**OWNERSHIP OF DOCUMENT**

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

HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

 <p>BRANDON L. MICKELSON 2442528</p>	<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><i>BLM</i> _____ BRANDON L. MICKELSON, P.E.</p> <p>License No. <b>2442528</b></p> <p>My renewal date is <b>December 31, 2025.</b></p> <p>Pages or sheets covered by this seal: <b>ENTIRE DOCUMENT</b></p> <p>Date: <u>4/12/2024</u></p>
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**PROPOSAL  
19TH STREET TRAIL  
NEVADA, IOWA**

**PROPOSAL: PART A – SCOPE**

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

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

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

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

**PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA**

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

ADDENDUM NUMBER \_\_\_\_\_ ADDENDUM NUMBER \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ ADDENDUM NUMBER \_\_\_\_\_

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

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

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

**PROPOSAL: PART D – GENERAL**

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

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

The Bidder hereby agrees to:

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

**PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT**

The Bidder hereby certifies:

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

PROPOSAL

- 2 -

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



HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

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

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

**WITNESSETH:**

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

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

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

And/or

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

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

HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

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

JURISDICTION: City of Nevada, Iowa

CONTRACTOR:

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

Contractor

(Seal)  
ATTEST:

By \_\_\_\_\_  
Contractor's Authorized Agent Name,  
Contractor's Authorized Agent Title

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

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

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

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

\_\_\_\_\_  
Telephone

**CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:**

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



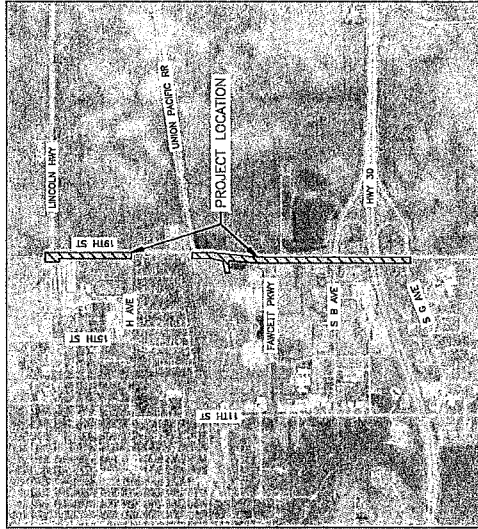
# 19TH STREET TRAIL PROJECT

## CITY OF NEVADA

### NEVADA, IOWA

### 2024

#### LOCATION MAP



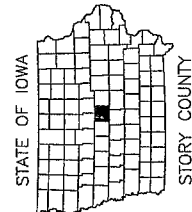
#### SHEET INDEX

NO.	DESCRIPTION
A.01	COVER SHEET
A.02	LEGEND
B.01	TYPICAL SECTIONS AND DETAILS
C.01	ESTIMATED QUANTITIES AND REFERENCE INFORMATION
C.02	TABULATIONS
D.01-D.10	PAVING PLAN AND PROFILE
F.01-F.02	POLLUTION PREVENTION PLAN
F.03-F.07	EROSION CONTROL
G.01-G.02	ALIGNMENT INFORMATION
H.01-H.05	RIGHT OF WAY INFORMATION
M.01-M.02	STORM SEWER PLAN AND PROFILE
S.01-S.02	SIDEWALK COMPLIANCE
W.01-W.16	MAINLINE CROSS SECTIONS

THE IOWA STATEwide DESIGN, DESIGN AND SPECIFICATIONS (SIGNS), LATEST REVISIONS - 2024 EDITION, APPLICABLE SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS, SHALL APPLY TO CONSTRUCTION ON THIS PROJECT.



8710 EARHART LANE SW | CEDAR RAPIDS, IOWA 52404  
 Phone: 319.841.4000 | Toll Free: 800.728.7805 | Fax: 713.965.0044 | HRGreen.com



#### CERTIFICATION

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 in the State of Iowa.

DATE: 4/17/2024

BRANDON L. MICKELSON, P.E.  
 License Number: 244328  
 Project or submittal covered by this set:  
 - ALL SHEETS



BID SET

JOB NO.: 2024 JOB NAME: 19TH STREET TRAIL JOB NUMBER: 2402182 CAD DATE: 4/17/2024 8:14:38 AM CAD FILE: J:\2024\2402182\CAD\Drawings\A.A.01 COVER SHEET.dwg	SHEET NO.: A.01 TITLE SHEET: COVER SHEET
HRGreen.com HRGreen	19TH STREET TRAIL CITY OF NEVADA NEVADA, IA

ESTIMATED PROJECT QUANTITIES			
NO.	CODE	BID ITEM	TOTAL QUANTITY
1-1	2010-D	TOPSOIL ON-SITE DIVISION 1	CY 1210
1-2	2010-E	EXCAVATION CLASS 10 DIVISION 1	CY 1045
1-3	4030-A-1	PIPE CULVERT TRENCHED, CMP, 18"	LF 36
1-4	4030-A-1	PIPE CULVERT TRENCHED, RCP, 30"	LF 24
1-5	4030-A-1	PIPE CULVERT TRENCHED, RCP, 36"	LF 24
1-6	4030-B	PIPE APRONS, CMP, 18"	EA 4
1-7	4030-B	PIPE APRONS, RCP, 21"	EA 2
1-8	4030-B	PIPE APRONS, RCP, 30"	EA 2
1-9	4030-B	PIPE APRONS, RCP, 36"	EA 2
1-10	4890-A	CONCRETE COLLARS	EA 2
1-11	8000-A	TEMPORARY TRAFFIC CONTROL	LS 1
1-12	8000-A-2	SWPPP MANAGEMENT	LS 1
1-13	8000-F-1	WATILES, 12" INSTALLATION	LF 675
1-14	11.020-A	MOBILIZATION	LS 1
2-1	2010-D	TOPSOIL ON-SITE DIVISION 2	CY 912
2-2	2010-E	EXCAVATION CLASS 10 DIVISION 2	CY 838
2-3	2010-F	SUBBASE COMPACTING AND TRIMMING	SY 5626
2-4	7090-C	SHARED USE PATH, HMA, 6"	SY 4997
2-5	7090-E	SIDEWALK, PCC, 6"	SY 148
2-6	7090-E	SIDEWALK, PCC, 8"	SY 265
2-7	7090-E	SIDEWALK, PCC, 8"	SY 265
2-8	7090-G	DETECTABLE WARNING	SF 170
2-9	7590-A	GRANULAR SHOULDERS, TYPE B	TON 150
2-10	8000-A	TEMPORARY TRAFFIC CONTROL	LS 1
2-11	8000-A-2	SWPPP MANAGEMENT	LS 1
2-12	8000-F-2	WATILES, 12" REMOVAL	LF 575
2-13	8000-F-2	WATILES, 12" REMOVAL	LF 575
2-14	11.020-A	MOBILIZATION	LS 1

ESTIMATED PROJECT QUANTITIES			
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNITS
1-1	2010-D	TOPSOIL ON-SITE DIVISION 1 A. THIS ITEM IS FOR FINAL PLACEMENT OF TOPSOIL. B. THIS ITEM INCLUDES PREPARING THE TOPSOIL, PLACING AREA BY TILAGE OR RIPPING, RESCREENING THE TOPSOIL, ADDRESSING COMPACTING DURING PLACEMENT, AND REMOVAL OF CLDS, ROOTS, STONES, AND OTHER UNSUITABLE MATERIAL. C. QUANTITY INCLUDES SHRINKAGE FACTOR OF 1.35.	CY 1210
1-2	2010-E	EXCAVATION CLASS 10 DIVISION 1 A. THIS ITEM IS FOR EXCAVATION PREPARATION FOR SUBBASE TO BE FINISHED AND PLACED BY CITY. B. THIS ITEM INCLUDES SUBBASE PREPARATION ON UNDER PROPOSED TRAIL PAVEMENT PLUS 1' ON EACH SIDE.	CY 1045
1-3	4030-A-1	PIPE CULVERT TRENCHED, CMP, 18"	LF 36
1-4	4030-A-1	PIPE CULVERT TRENCHED, RCP, 30"	LF 24
1-5	4030-A-1	PIPE CULVERT TRENCHED, RCP, 36"	LF 24
1-6	4030-B	PIPE APRONS, CMP, 18"	EA 4
1-7	4030-B	PIPE APRONS, RCP, 21"	EA 2
1-8	4030-B	PIPE APRONS, RCP, 30"	EA 2
1-9	4030-B	PIPE APRONS, RCP, 36"	EA 2
1-10	4890-A	CONCRETE COLLARS	EA 2
1-11	8000-A	TEMPORARY TRAFFIC CONTROL	LS 1
1-12	8000-A-2	SWPPP MANAGEMENT	LS 1
1-13	8000-F-1	WATILES, 12" INSTALLATION	LF 675
1-14	11.020-A	MOBILIZATION	LS 1
2-1	2010-D	TOPSOIL ON-SITE DIVISION 2 A. THIS ITEM IS FOR FINAL PLACEMENT OF TOPSOIL. B. THIS ITEM INCLUDES PREPARING THE TOPSOIL, PLACING AREA BY TILAGE OR RIPPING, RESCREENING THE TOPSOIL, ADDRESSING COMPACTING DURING PLACEMENT, AND REMOVAL OF CLDS, ROOTS, STONES, AND OTHER UNSUITABLE MATERIAL. C. QUANTITY INCLUDES SHRINKAGE FACTOR OF 1.35.	CY 912
2-2	2010-E	EXCAVATION CLASS 10 DIVISION 2 A. THIS ITEM IS FOR EXCAVATION PREPARATION FOR SUBBASE TO BE FINISHED AND PLACED BY CITY. B. THIS ITEM INCLUDES SUBBASE PREPARATION ON UNDER PROPOSED TRAIL PAVEMENT PLUS 1' ON EACH SIDE.	CY 838
2-3	2010-F	SUBBASE COMPACTING AND TRIMMING	SY 5626
2-4	7090-C	SHARED USE PATH, HMA, 6"	SY 4997
2-5	7090-E	SIDEWALK, PCC, 6"	SY 148
2-6	7090-E	SIDEWALK, PCC, 8"	SY 265
2-7	7090-E	SIDEWALK, PCC, 8"	SY 265
2-8	7090-G	DETECTABLE WARNING	SF 170
2-9	7590-A	GRANULAR SHOULDERS, TYPE B	TON 150
2-10	8000-A	TEMPORARY TRAFFIC CONTROL	LS 1
2-11	8000-A-2	SWPPP MANAGEMENT	LS 1
2-12	8000-F-2	WATILES, 12" REMOVAL	LF 575
2-13	8000-F-2	WATILES, 12" REMOVAL	LF 575
2-14	11.020-A	MOBILIZATION	LS 1

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	ESTIMATE REFERENCE INFORMATION
2-1	2010-D	TOPSOIL ON-SITE DIVISION 2 A. THIS ITEM IS FOR FINAL PLACEMENT OF TOPSOIL. B. THIS ITEM INCLUDES PREPARING THE TOPSOIL, PLACING AREA BY TILAGE OR RIPPING, RESCREENING THE TOPSOIL, ADDRESSING COMPACTING DURING PLACEMENT, AND REMOVAL OF CLDS, ROOTS, STONES, AND OTHER UNSUITABLE MATERIAL. C. QUANTITY INCLUDES SHRINKAGE FACTOR OF 1.35.	TOPSOIL ON-SITE DIVISION 2 A. THIS ITEM IS FOR FINAL PLACEMENT OF TOPSOIL. B. THIS ITEM INCLUDES PREPARING THE TOPSOIL, PLACING AREA BY TILAGE OR RIPPING, RESCREENING THE TOPSOIL, ADDRESSING COMPACTING DURING PLACEMENT, AND REMOVAL OF CLDS, ROOTS, STONES, AND OTHER UNSUITABLE MATERIAL. C. QUANTITY INCLUDES SHRINKAGE FACTOR OF 1.35.
2-2	2010-E	EXCAVATION CLASS 10 DIVISION 2 A. THIS ITEM IS FOR EXCAVATION PREPARATION FOR SUBBASE TO BE FINISHED AND PLACED BY CITY. B. THIS ITEM INCLUDES SUBBASE PREPARATION ON UNDER PROPOSED TRAIL PAVEMENT PLUS 1' ON EACH SIDE.	EXCAVATION CLASS 10 DIVISION 2 A. THIS ITEM IS FOR EXCAVATION PREPARATION FOR SUBBASE TO BE FINISHED AND PLACED BY CITY. B. THIS ITEM INCLUDES SUBBASE PREPARATION ON UNDER PROPOSED TRAIL PAVEMENT PLUS 1' ON EACH SIDE.
2-3	2010-F	SUBBASE COMPACTING AND TRIMMING A. THIS ITEM IS FOR SUBBASE PREPARATION ON UNDER PROPOSED TRAIL PAVEMENT PLUS 1' ON EACH SIDE. B. THIS ITEM IS FOR SUBBASE PREPARATION ON UNDER PROPOSED TRAIL PAVEMENT PLUS 1' ON EACH SIDE.	SUBBASE COMPACTING AND TRIMMING A. THIS ITEM IS FOR SUBBASE PREPARATION ON UNDER PROPOSED TRAIL PAVEMENT PLUS 1' ON EACH SIDE. B. THIS ITEM IS FOR SUBBASE PREPARATION ON UNDER PROPOSED TRAIL PAVEMENT PLUS 1' ON EACH SIDE.
2-4	7090-C	SHARED USE PATH, HMA, 6" A. THIS ITEM WILL BE MEASURED BY SQUARE YARDS. B. THIS ITEM WILL BE MEASURED BY SQUARE YARDS. C. BASE COURSE SHALL BE 4" STANDARD TRAFFIC (STA. 341, PG. 524.05). D. REFER TO CROSS SECTIONS IN 3 SHEETS.	SHARED USE PATH, HMA, 6" A. THIS ITEM WILL BE MEASURED BY SQUARE YARDS. B. THIS ITEM WILL BE MEASURED BY SQUARE YARDS. C. BASE COURSE SHALL BE 4" STANDARD TRAFFIC (STA. 341, PG. 524.05). D. REFER TO CROSS SECTIONS IN 3 SHEETS.
2-5	7090-E	SIDEWALK, PCC, 6"	SIDEWALK, PCC, 6"
2-6	7090-E	SIDEWALK, PCC, 8"	SIDEWALK, PCC, 8"
2-7	7090-E	SIDEWALK, PCC, 8"	SIDEWALK, PCC, 8"
2-8	7090-G	DETECTABLE WARNING	A. REFER TO 5 SHEETS FOR SIDEWALK COMPLIANCE. FIELD VERIFY ELEVATIONS GRABES TO ENSURE ADA COMPLIANCE. B. PROVIDE UNIFORM JOINT SPACING. SPACE JOINTS EQUAL TO THE WIDTH OF PAVING. C. INCLUDE CONCRETE UNDERLAY.
2-9	7590-A	GRANULAR SHOULDERS, TYPE B	A. MATERIAL SHALL BE CAST FROM WITH NATURAL FINISH. B. QUANTITY BASED ON ASSUMED 3" DEPTH OF GRANULAR SHOULDERS MATERIAL REQUIRED TO BE ADDED. C. QUANTITY BASED ON A DENSITY OF 140 PCF. D. PAVEMENT SHALL BE BASED ON FACTOR QUANTITY PLACED.
2-10	8000-A	TEMPORARY TRAFFIC CONTROL	A. COORDINATE TRAFFIC CONTROL WITH CITY. B. EXPOSED TRAFFIC CONTROL SHALL BE MAINTAINED IN ALL DIRECTIONS. C. SHOULDERS CLOSED (W/ SAN SIGNS IN ADVANCE OF WORK) ONE IN ALL DIRECTIONS. D. CONTRACTOR SHALL ENSURE THAT ALL TRAFFIC CONTROL IS COMPLIANT WITH THE LATEST VERSION OF THE MUTCD. E. TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.
2-11	8000-A-2	SWPPP MANAGEMENT	CONVENTIONAL SEEDING, SHEETING, FERTILIZING, AND MULCHING
2-12	8000-F-2	WATILES, 12" REMOVAL	WATILES, 12" REMOVAL
2-13	8000-F-2	WATILES, 12" REMOVAL	WATILES, 12" REMOVAL
2-14	11.020-A	MOBILIZATION	MOBILIZATION

SHEET NO.  
C.01

QUANTITIES AND TABULATIONS  
ESTIMATED PROJECT QUANTITIES AND  
REFERENCE INFORMATION

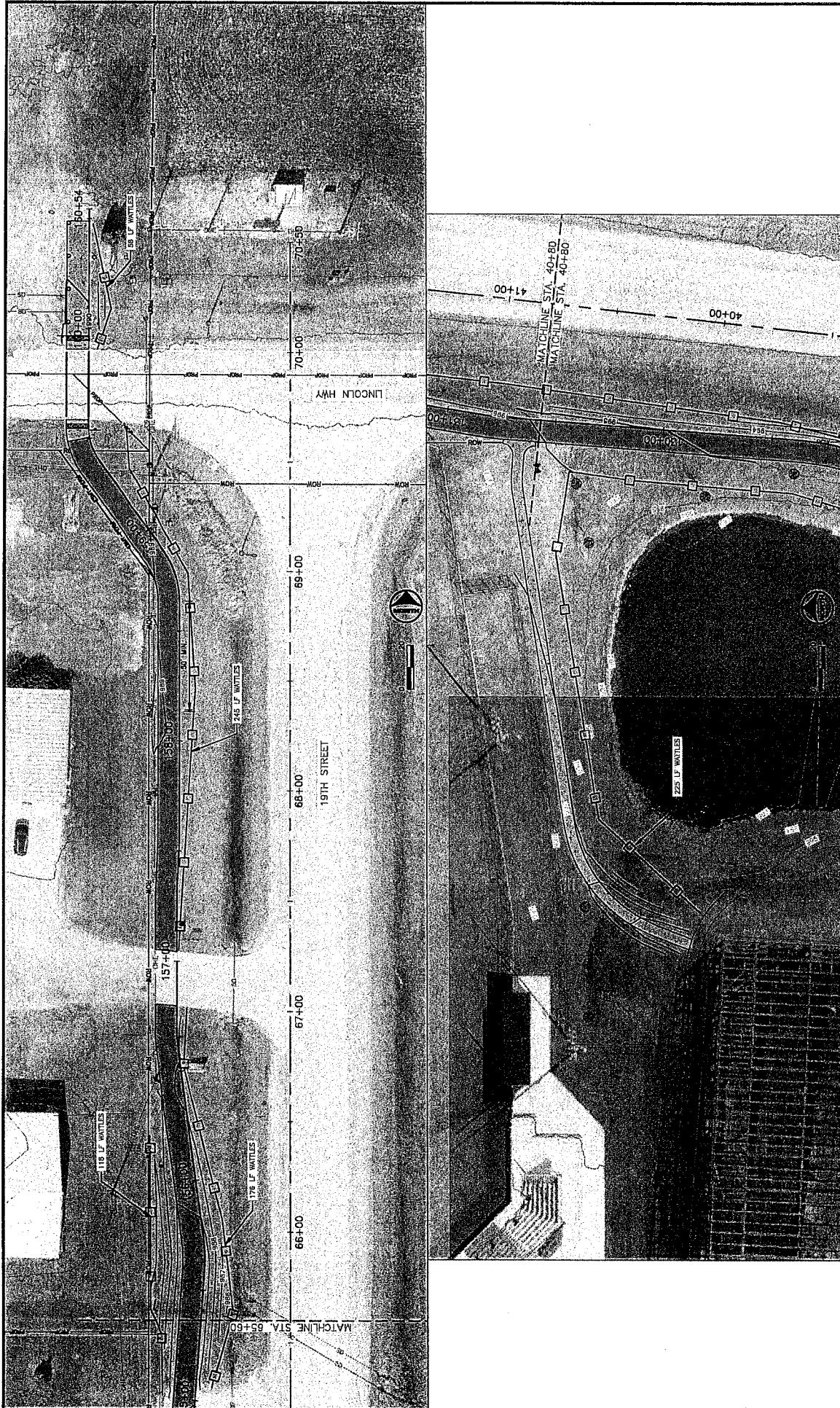
18TH STREET TRAIL  
CITY OF NEVADA  
NEVADA, IA

HRGreen.com  
HRGreen

NO.	DATE	BY	REVISION DESCRIPTION

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APPROVED BY: [Signature]  
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JOB DATE: 4/11/2024, 14:50:41 PM  
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SHEET NO.  
**F.07**

**19TH STREET TRAIL  
CITY OF NEVADA  
NEVADA, IA**

**HRGreen.com**  
**HRGreen**

NO.	DATE	BY	REVISION DESCRIPTION

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EROSION CONTROL  
EROSION CONTROL

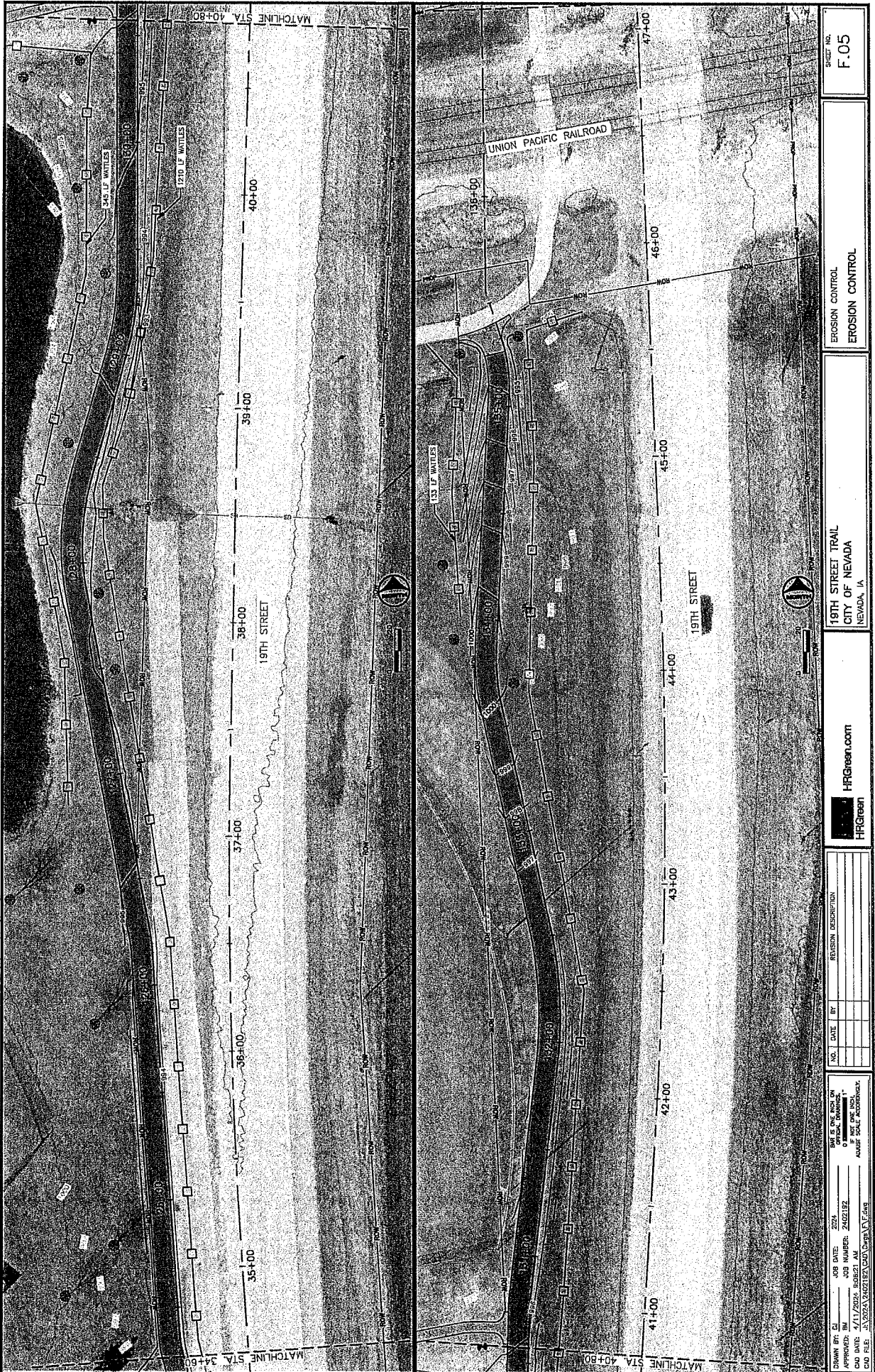
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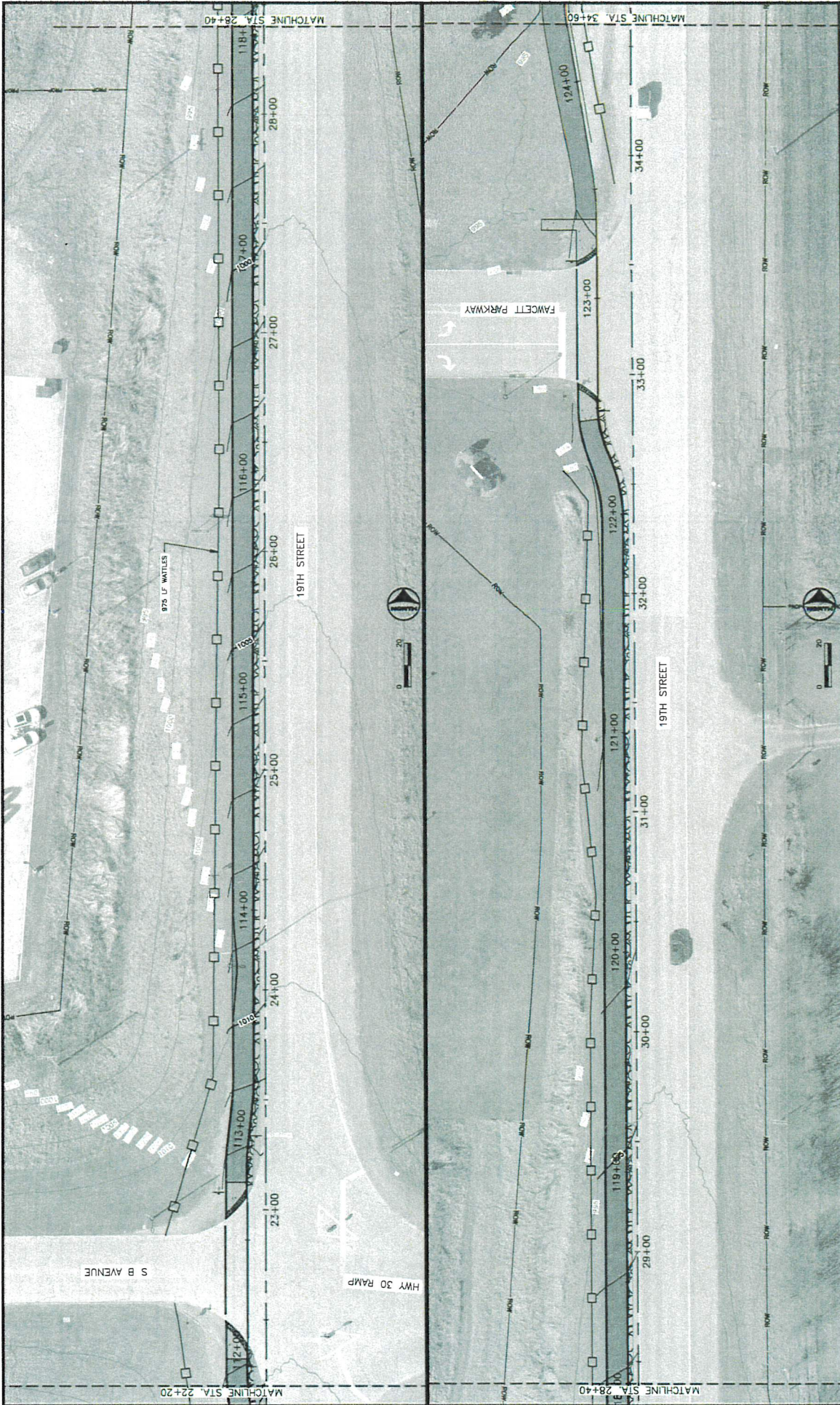
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NO.   DATE   BY   REVISION DESCRIPTION		EROSION CONTROL EROSION CONTROL	
19TH STREET TRAIL CITY OF NEVADA NEVADA, IA			





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MATCHLINE STA. 34+60

MATCHLINE STA. 28+40

MATCHLINE STA. 22+20

SHEET NO. F.04

EROSION CONTROL  
EROSION CONTROL

19TH STREET TRAIL  
CITY OF NEVADA  
NEVADA, IA

HRGreen.com  
HRGreen

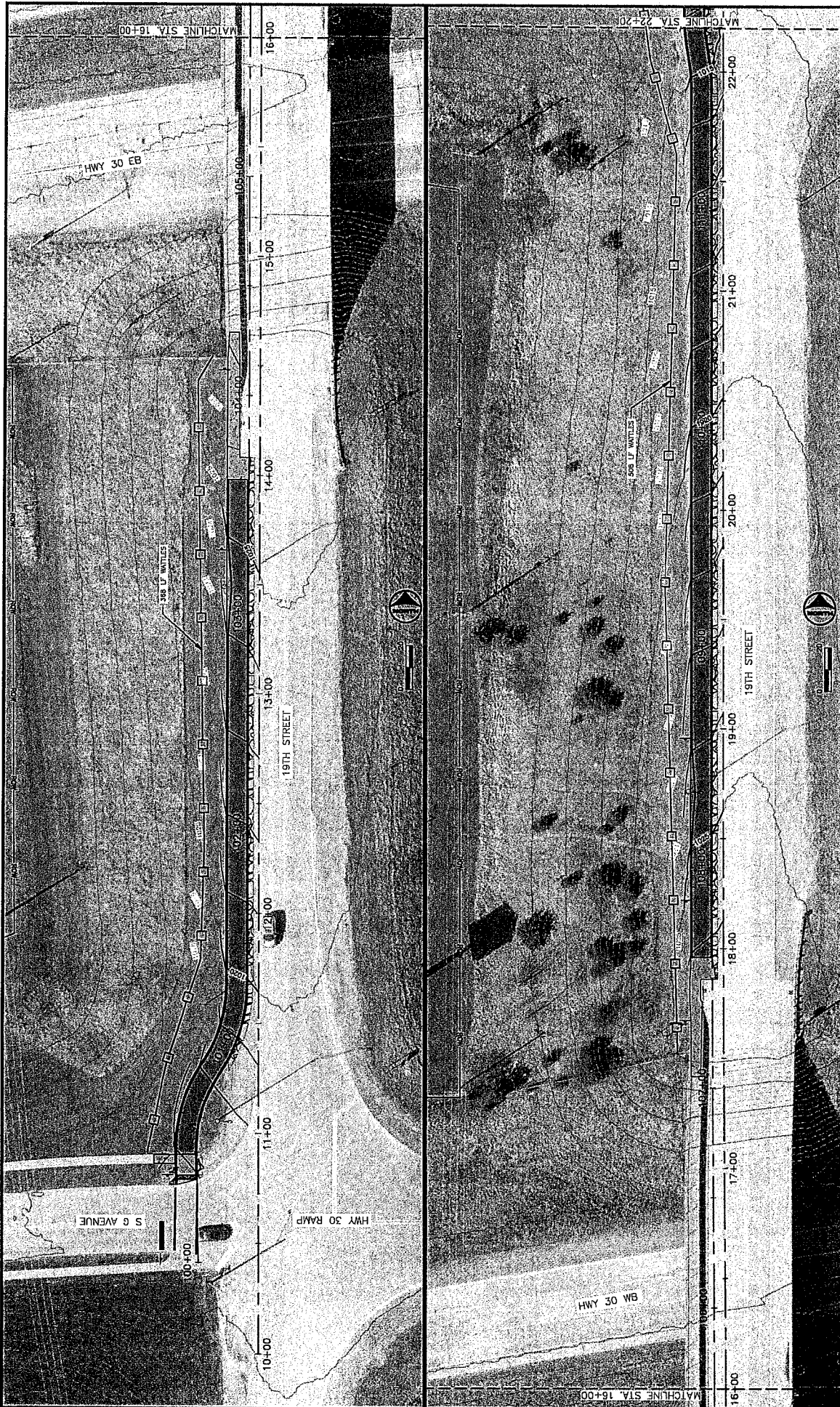
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 APPROVED: BM    JOB NUMBER: 2402192  
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MATCHLINE STA. 28+40

MATCHLINE STA. 34+60





MATCHLINE STA 16+00 MATCHLINE STA 22+00	<b>EROSION CONTROL</b> <b>EROSION CONTROL</b>	SHEET NO. <b>F.03</b>																
<b>19TH STREET TRAIL</b> CITY OF NEVADA NEVADA, IA																		
HFRGreen.com HFRGreen																		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 10%;">BY</th> <th style="width: 70%;">REVISION DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY	REVISION DESCRIPTION													
NO.	DATE	BY	REVISION DESCRIPTION															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">DRAWN BY: CJ</td> <td style="width: 15%;">JOB DATE: 2024</td> <td style="width: 15%;">PROJECT: 19TH STREET TRAIL</td> <td style="width: 55%;">SCALE: AS SHOWN</td> </tr> <tr> <td>APPROVED: JH</td> <td>JOB NUMBER: 24021392</td> <td>CAD DATE: 2/11/2024 9:08:21 AM</td> <td>ANALYST: JAVIER VAZQUEZ</td> </tr> <tr> <td colspan="4">           LOD FILE: J:\2024\24021392\19th Street Trail\Drawings\19th Street Trail\19th Street Trail_VA.dwg         </td> </tr> </table>	DRAWN BY: CJ	JOB DATE: 2024	PROJECT: 19TH STREET TRAIL	SCALE: AS SHOWN	APPROVED: JH	JOB NUMBER: 24021392	CAD DATE: 2/11/2024 9:08:21 AM	ANALYST: JAVIER VAZQUEZ	LOD FILE: J:\2024\24021392\19th Street Trail\Drawings\19th Street Trail\19th Street Trail_VA.dwg								
DRAWN BY: CJ	JOB DATE: 2024	PROJECT: 19TH STREET TRAIL	SCALE: AS SHOWN															
APPROVED: JH	JOB NUMBER: 24021392	CAD DATE: 2/11/2024 9:08:21 AM	ANALYST: JAVIER VAZQUEZ															
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Item # 4A-3  
Date: 5/28/24

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

May 21, 2024

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

Re: Nevada, IA – 19<sup>th</sup> Street Trail  
Recommendation of Bid Award  
HR Green Project No. 2402192

Dear Jordan,

Bids were received on May 20, 2024, for construction of the above referenced project. I have enclosed a copy of the tabulation of the bids received. All bids have been reviewed for completeness and accuracy.

The bids received are as follows for Division 1:

Contractor	City, State	Bid Amount
TK Concrete	Pella, IA	\$80,900.00
TK Grading and Seeding	Maxwell, IA	\$98,667.50
Con-Struct Inc.	Ames, IA	\$118,225.00

The bids received are as follows for Division 2:

Contractor	City, State	Bid Amount
Con-Struct Inc	Ames, IA	\$320,019.00
Manatt's	Ames, IA	\$354,342.75
TK Concrete	Pella, IA	\$359,030.00

The apparent low bidder for Division 1 is TK Concrete of Pella, Iowa and the apparent low bidder for Division 2 is Con-Struct Inc of Ames, Iowa.

The bid from TK Concrete of Pella, Iowa, is approximately 31% below the Engineer's Opinion of Probable Cost.

The bid from Con-Struct Inc of Ames, Iowa, is approximately 5% below the Engineer's Opinion of Probable Cost.

The bids have been reviewed for accuracy and both divisions are recommended for award.

Please let me know if you have any questions or comments.

Sincerely,

HR GREEN, INC.

**Brandon L. Mickelson, PE**  
Project Manager

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HR GREEN, INC.  
5525 MERLE HAY RD., STE. 200  
JOHNSON, IOWA 50131  
PH: 515-278-2913  
FAX: 515-278-1846

BID Date: May 20, 2024, 1:00 PM  
HR Green Project No. 2402132

**BID TABULATION**  
18th Street Trail  
Nevada, IA



**CITY OF NEVADA**

ITEM NUMBER	BID ITEM	Engineer's Opinion of Probable Cost			TK Concrete (Polis)			TK Grading (Maxwell) - Div 1 Only			Manatt's Proposal-Div 2 Only			Con-Street Inc.		
		Unit	Qty	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1-1	TOPSOIL ON-SITE, DIVISION 1	CY	1210	\$ 18,150.00	\$ 15.00	\$ 8,470.00	\$ 15.00	\$ 18,150.00	\$ -	\$ -	\$ -	\$ -	\$ 15.00	\$ 18,150.00		
1-2	EXCAVATION, CLASS 10, DIVISION 1	CY	1045	\$ 21,945.00	\$ 21.00	\$ 15,675.00	\$ 15.00	\$ 15,675.00	\$ -	\$ -	\$ -	\$ -	\$ 30.00	\$ 31,350.00		
1-3	PIPE CULVERT, TRENCHED, RCP, 18"	LF	36	\$ 2,700.00	\$ 75.00	\$ 2,700.00	\$ 80.00	\$ 2,880.00	\$ 65.00	\$ 2,340.00	\$ -	\$ -	\$ 100.00	\$ 3,600.00		
1-4	PIPE CULVERT, TRENCHED, RCP, 24"	LF	34	\$ 4,080.00	\$ 120.00	\$ 4,080.00	\$ 80.00	\$ 2,720.00	\$ 165.00	\$ 5,610.00	\$ -	\$ -	\$ 200.00	\$ 6,800.00		
1-5	PIPE CULVERT, TRENCHED, RCP, 30"	LF	21	\$ 3,150.00	\$ 150.00	\$ 3,150.00	\$ 165.00	\$ 3,465.00	\$ 275.00	\$ 5,775.00	\$ -	\$ -	\$ 300.00	\$ 6,300.00		
1-6	PIPE APRONS, RCP, 18"	EA	4	\$ 2,400.00	\$ 600.00	\$ 2,400.00	\$ 1,500.00	\$ 6,000.00	\$ 390.00	\$ 1,560.00	\$ -	\$ -	\$ 1,000.00	\$ 4,000.00		
1-7	PIPE APRONS, RCP, 24"	EA	2	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,250.00	\$ 6,500.00	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	\$ 3,000.00	\$ 8,000.00		
1-8	PIPE APRONS, RCP, 30"	EA	2	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,250.00	\$ 8,500.00	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	\$ 4,000.00	\$ 8,000.00		
1-9	REMOVAL OF STORM SEWER APRONS	EA	2	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ -	\$ -	\$ 500.00	\$ 1,000.00		
1-10	CONCRETE COLLAR	EA	2	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 2,000.00		
1-11	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00		
1-12	SWPPP MANAGEMENT	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00		
1-13	WATTLES, 12", INSTALLATION	LF	5175	\$ 3.00	\$ 15,525.00	\$ 2.00	\$ 10,350.00	\$ 2.50	\$ 12,937.50	\$ -	\$ -	\$ -	\$ 3.00	\$ 15,525.00		
1-14	MOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,500.00	\$ 5,500.00	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00		
DIVISION 2																
2-1	TOPSOIL ON-SITE, DIVISION 2	CY	912	\$ 13,680.00	\$ 15.00	\$ 6,384.00	\$ 7.00	\$ 6,384.00	\$ -	\$ -	\$ 28.00	\$ 25,536.00	\$ 25.00	\$ 22,800.00		
2-2	EXCAVATION, CLASS 10, DIVISION 2	CY	339	\$ 7,119.00	\$ 21.00	\$ 7,119.00	\$ 18.00	\$ 6,102.00	\$ -	\$ -	\$ 30.00	\$ 10,170.00	\$ 20.00	\$ 6,780.00		
2-3	SUBBASE COMPACTING AND TRIMMING	SY	5926	\$ 6,398.40	\$ 5.00	\$ 29,730.00	\$ 1.50	\$ 8,739.00	\$ -	\$ -	\$ -	\$ 17,478.00	\$ 4.00	\$ 23,304.00		
2-4	SHARED USE PATH, HMA, 6"	SY	4597	\$ 172,387.50	\$ 37.50	\$ 172,387.50	\$ 55.00	\$ 252,835.00	\$ -	\$ -	\$ 98.00	\$ 452,492.00	\$ 40.00	\$ 183,880.00		
2-5	SIDEWALK, PCC, 4"	SY	14	\$ 1,400.00	\$ 100.00	\$ 1,400.00	\$ 72.50	\$ 1,015.00	\$ -	\$ -	\$ 109.00	\$ 1,512.00	\$ 50.00	\$ 700.00		
2-5	SIDEWALK, PCC, 6"	SY	148	\$ 17,760.00	\$ 120.00	\$ 17,760.00	\$ 70.00	\$ 10,360.00	\$ -	\$ -	\$ 112.00	\$ 16,576.00	\$ 60.00	\$ 8,880.00		
2-7	SIDEWALK, PCC, 6"	SE	268	\$ 37,056.00	\$ 138.00	\$ 37,056.00	\$ 80.00	\$ 21,440.00	\$ -	\$ -	\$ 85.00	\$ 22,820.00	\$ 80.00	\$ 21,440.00		
2-8	DETECTABLE WARNING	TON	170	\$ 6,300.00	\$ 37.00	\$ 6,300.00	\$ 42.50	\$ 7,225.00	\$ -	\$ -	\$ 48.00	\$ 8,160.00	\$ 60.00	\$ 10,200.00		
2-9	GRANULAR SHOULDERS, TYPE B	LS	150	\$ 4,500.00	\$ 30.00	\$ 4,500.00	\$ 45.00	\$ 6,750.00	\$ -	\$ -	\$ 63.00	\$ 9,450.00	\$ 50.00	\$ 7,500.00		
2-10	TEMPORARY TRAFFIC CONTROL	AC	1	\$ 7,500.00	\$ 7,500.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ -	\$ -	\$ 56,000.00	\$ 56,000.00	\$ 11,000.00	\$ 11,000.00		
2-11	CONVENTIONAL SEEDING, SEEDING, FERTILIZING AND MULCHING	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 6,250.00	\$ 6,250.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 4,510.00	\$ 4,510.00	\$ 5,000.00	\$ 5,000.00	
2-12	SWPPP MANAGEMENT	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 1,540.00	\$ 1,540.00	\$ 2,000.00	\$ 2,000.00		
2-13	WATTLES, 12", REMOVAL	LF	5175	\$ 1.00	\$ 5,175.00	\$ 0.40	\$ 2,070.00	\$ -	\$ -	\$ 0.55	\$ 2,846.25	\$ 1.00	\$ 5,175.00			
2-14	MOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00			
DIVISION 1 ESTIMATED COST				\$ 117,450.00		\$ 337,201.50		\$ 80,900.00		\$ 89,667.50		\$ 354,342.75		\$ 118,225.00		
DIVISION 2 ESTIMATED COST				\$ 454,651.50		\$ 439,930.00		\$ 98,667.50		\$ 354,342.75		\$ 438,244.00		\$ 320,019.00		
<b>TOTAL</b>				<b>\$ 572,101.50</b>	<b>\$ 777,131.50</b>	<b>\$ 129,567.50</b>	<b>\$ 128,572.50</b>	<b>\$ 354,342.75</b>	<b>\$ 438,244.00</b>	<b>\$ 320,019.00</b>						

Total = Division 1 + Division 2  
Total = \$80,900.00 + \$320,019.00 = \$400,919

The Mayor announced that bids for the construction of the 19th Street Trail Project had been received before 1:00 p.m., on May 20, 2024, in the office of the City Clerk, City Hall, Nevada, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and HR Green, Inc. (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the 19th Street Trail Project are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
<b>DIVISION I - topsoil/excavation/grading/culvert work</b>	
TK Concrete, Pella IA	\$80,900.00
TK Grading and Seeding, Maxwell IA	\$98,667.50
Con-Struct Inc., Ames IA	\$118,225.00
<b>DIVISION II - 6" HMA path/PCC sidewalk</b>	
Con-Struct Inc., Ames IA	\$320,019.00
Manatt's, Ames IA	\$354,342.75
TK Concrete Pella IA	\$359,030.00

**See Attached Bid Tab for Details**



RESOLUTION NO. 086 (2023/2024)

Resolution awarding contract for the 19th Street Trail Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Nevada, Iowa, and as required by law, bids and proposals were received by this Council for the 19th Street Trail Project (the "Project"); and

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

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

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

**Division I (Topsoil/Excavation/Grading/Culvert Work):**

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
TK Concrete 1608 Fifield Road Pella, IA 50219	\$80,900.00

**Division 2 (Install 6" HMA path/PCC sidewalk/seeding work):**

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Con-Struct Inc 305 S Dayton Ave Ames, IA 50010	\$320,019.00

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

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with each of the said contractors for the Project, but only after each contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and the other

contract documents are satisfactory. No additional City Council action shall be required to approve the executed contracts or surety bonds.

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

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

Passed and approved May 28, 2024.

---

Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk

• • • •

On motion and vote, the meeting adjourned.

---

Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk



**Con-Struct Inc**  
305 South Dayton Ave  
Ames, IA 50010

HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

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

**PROPOSAL: PART A – SCOPE**

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

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

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

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

**PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA**

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

ADDENDUM NUMBER 1 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.

**Con-Struct Inc**  
305 South Dayton Ave  
Ames, IA 50010

HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

**PROPOSAL: PART D – GENERAL**

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

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

The Bidder hereby agrees to:

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

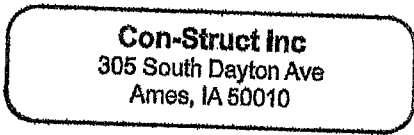
**PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT**

The Bidder hereby certifies:

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

PROPOSAL

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HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

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

HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

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

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

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

CON-STRUCT, INC

Bidder

[Signature]

Signature

By

DOUG WAITS

Name (Print/Type)

PRESIDENT

Title

The Bidder shall enter its Public Registration Number C0944-32 issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

**Con-Struct Inc**  
Street Address  
305 South Dayton Ave  
Ames, IA 50010

City, State, Zip Code

515 232 6443

Telephone Number

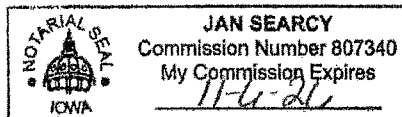
NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile of any signature will not be accepted.

Subscribed and sworn to before me this 15th day of May, 20 24

[Signature]  
Notary Public in and for

State of Iowa  
County of Story

My commission expires 11-6-26



**Con-Struct Inc**  
305 South Dayton Ave  
Ames, IA 50010

HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

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

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

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

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

ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL
<b>DIVISION 1</b>					
1-1	TOPSOIL, ON-SITE, DIVISION 1	CY	1210	\$ 15	\$ 18150
1-2	EXCAVATION, CLASS 10, DIVISION 1	CY	1045	30	31350
1-3	PIPE CULVERT, TRENCHED, CMP, 18"	LF	36	100	3600
1-4	PIPE CULVERT, TRENCHED, RCP, 21"	LF	34	200	6800
1-5	PIPE CULVERT, TRENCHED, RCP, 30"	LF	21	300	6300
1-6	PIPE APRONS, CMP, 18"	EA	4	1000	4000
1-7	PIPE APRONS, RCP, 21"	EA	2	3000	6000
1-8	PIPE APRONS, RCP, 30"	EA	2	4000	8000
1-9	REMOVAL OF STORM SEWER, APRONS	EA	2	500	1000
1-10	CONCRETE COLLAR	EA	2	1000	2000
1-11	TEMPORARY TRAFFIC CONTROL	LS	1	7500	7500
1-12	SWPPP MANAGEMENT	LS	1	1000	1000
1-13	WATTLES, 12", INSTALLATION	LF	5175	3	15525
1-14	MOBILIZATION	LS	1	7000	7000
<b>DIVISION 1 TOTAL</b>					<b>\$ 118,225</b>
<b>DIVISION 2</b>					
2-1	TOPSOIL, ON-SITE, DIVISION 2	CY	912	25	22800
2-2	EXCAVATION, CLASS 10, DIVISION 2	CY	339	20	6780
2-3	SUBBASE COMPACTING AND TRIMMING	SY	5826	4	23304
2-4	SHARED USE PATH, HMA, 6"	SY	4597	40	183880
2-5	SIDEWALK, PCC, 4"	SY	14	50	700
2-6	SIDEWALK, PCC, 5"	SY	148	60	8880
2-7	SIDEWALK, PCC, 6"	SY	285	80	22800

PROPOSAL

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HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL
2-8	DETECTABLE WARNING	SF	170	60	10200
2-9	GRANULAR SHOULDERS, TYPE B	TON	150	50	7500
2-10	TEMPORARY TRAFFIC CONTROL	LS	1	11000	11000
2-11	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	1	5000	5000
2-12	SWPPP MANAGEMENT	LS	1	2000	2000
2-13	WATTLES, 12", REMOVAL	LF	5175	1	5175
2-14	MOBILIZATION	LS	1	10000	10000
<b>DIVISION 2 TOTAL</b>					<b>\$320,019</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.

**Con-Struct Inc**  
305 South Dayton Ave  
Ames, IA 50010

Bidder

*G. White*

# Bidder Status Form

## To be completed by all bidders

## Part A

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

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

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

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

## To be completed by resident bidders

## Part B

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

- Dates: 12/22 / 1983 to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: Con-Struct Inc  
305 South Dayton Ave  
Ames, IA 50010
- City, State, Zip: \_\_\_\_\_
- Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_
- City, State, Zip: \_\_\_\_\_
- Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_
- City, State, Zip: \_\_\_\_\_
- You may attach additional sheet(s) if needed.*

## To be completed by non-resident bidders

## Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: \_\_\_\_\_
2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?  Yes  No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
\_\_\_\_\_  
\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

## To be completed by all bidders

## Part D

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

Firm Name: CON-STRUCT, INC.

Signature: [Signature] Date: 5/20/2024

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

309-6001 (09-15)

## Worksheet: Authorization to Transact Business

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

Yes  No

My business is currently registered as a contractor with the Iowa Division of Labor.

Yes  No

My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

Yes  No

My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

Yes  No

My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

Yes  No

My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

Yes  No

My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

Yes  No

My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

Yes  No

My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

Yes  No

My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

Yes  No

My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

Yes  No

My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.



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

**PROPOSAL: PART A – SCOPE**

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

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

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

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

**PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA**

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

ADDENDUM NUMBER     1     ADDENDUM NUMBER \_\_\_\_\_  
ADDENDUM NUMBER \_\_\_\_\_ ADDENDUM NUMBER \_\_\_\_\_

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

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

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

**PROPOSAL: PART D – GENERAL**

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

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

The Bidder hereby agrees to:

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

**PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT**

The Bidder hereby certifies:

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

PROPOSAL

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HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

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

HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

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

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

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

The Bidder shall enter its Public Registration Number 0923-36 issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

TK Concrete, Inc  
Bidder

Tony Ver Meer  
Signature

By Tony Ver Meer  
Name (Print/Type)

President  
Title

1608 Fi Field Road  
Street Address

Pella, IA 50219  
City, State, Zip Code

641-628-4590  
Telephone Number

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

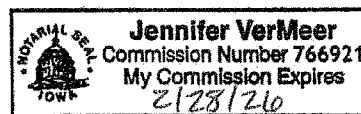
Subscribed and sworn to before me this 20th day of May, 2024.

Jennifer Ver Meer  
Notary Public in and for

State of Iowa

County of Marion

My commission expires 2/28/26



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

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

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

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

ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL
<b>DIVISION 1</b>					
1-1	TOPSOIL, ON-SITE, DIVISION 1	CY	1210	\$ 7	\$ 8,470
1-2	EXCAVATION, CLASS 10, DIVISION 1	CY	1045	15	15,675
1-3	PIPE CULVERT, TRENCHED, CMP, 18"	LF	36	80	2,880
1-4	PIPE CULVERT, TRENCHED, RCP, 21"	LF	34	90	3,060
1-5	PIPE CULVERT, TRENCHED, RCP, 30"	LF	21	165	3,465
1-6	PIPE APRONS, CMP, 18"	EA	4	1,500	6,000
1-7	PIPE APRONS, RCP, 21"	EA	2	3,250	6,500
1-8	PIPE APRONS, RCP, 30"	EA	2	4,250	8,500
1-9	REMOVAL OF STORM SEWER, APRONS	EA	2	500	1,000
1-10	CONCRETE COLLAR	EA	2	750	1,500
1-11	TEMPORARY TRAFFIC CONTROL	LS	1	7,000	7,000
1-12	SWPPP MANAGEMENT	LS	1	1,000	1,000
1-13	WATTLES, 12", INSTALLATION	LF	5175	2	10,350
1-14	MOBILIZATION	LS	1	5,500	5,500
<b>DIVISION 1 TOTAL</b>					<b>\$ 80,900</b>
<b>DIVISION 2</b>					
2-1	TOPSOIL, ON-SITE, DIVISION 2	CY	912	7	6,384
2-2	EXCAVATION, CLASS 10, DIVISION 2	CY	339	18	6,102
2-3	SUBBASE COMPACTING AND TRIMMING	SY	5826	1.50	8,739
2-4	SHARED USE PATH, HMA, 6"	SY	4597	55	252,835
2-5	SIDEWALK, PCC, 4"	SY	14	72.50	1,015
2-6	SIDEWALK, PCC, 5"	SY	148	70	10,360
2-7	SIDEWALK, PCC, 6"	SY	285	80	22,800

HR Green, Inc.  
Project No. 2402192

19th Street Trail  
Nevada, Iowa

ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL
2-8	DETECTABLE WARNING	SF	170	42.50	7,225
2-9	GRANULAR SHOULDERS, TYPE B	TON	150	45	6,750
2-10	TEMPORARY TRAFFIC CONTROL	LS	1	11,000	11,000
2-11	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	1	6,250	6,250
2-12	SWPPP MANAGEMENT	LS	1	2,500	2,500
2-13	WATTLES, 12", REMOVAL	LF	5175	.40	2,070
2-14	MOBILIZATION	LS	1	15,000	15,000
<b>DIVISION 2 TOTAL</b>					<b>\$359,030</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.

TIC Concrete, Inc  
Bidder

# Bidder Status Form

## To be completed by all bidders

## Part A

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

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

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

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

## To be completed by resident bidders

## Part B

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

Dates: 01 / 01 / 1997 to 05 / 20 / 2024 Address: 1608 Fairfield Road  
City, State, Zip: Pella, IA 50219

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

You may attach additional sheet(s) if needed.

## To be completed by non-resident bidders

## Part C

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

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

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

You may attach additional sheet(s) if needed.

## To be completed by all bidders

## Part D

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

Firm Name: Tk Concrete, Inc

Signature: [Handwritten Signature] Date: 5/20/24

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

309-6001 (09-15)

## Worksheet: Authorization to Transact Business

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

Yes  No

My business is currently registered as a contractor with the Iowa Division of Labor.

Yes  No

My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

Yes  No

My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

Yes  No

My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

Yes  No

My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

Yes  No

My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

Yes  No

My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

Yes  No

My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

Yes  No

My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

Yes  No

My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

Yes  No

My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.



**NOTICE OF AWARD**

TO: TK Concrete, Inc.  
1608 Fifield Road  
Pella, IA 50219

The extent of Work on this project is the furnishing of all labor, equipment, and materials for the construction of the 19<sup>th</sup> Street Trail-Division 1 for the City of Nevada, Iowa (Owner), generally described as follows:

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

Jurisdiction has considered the Bid submitted by you for the above-described Work.

You are hereby notified that your Bid has been accepted for items in the amount of Eighty Thousand Nine Hundred dollars, (\$80,900.00).

As specified in the General Conditions, you are required to execute the Agreement and furnish the required Contractor's Performance, Payment, and Maintenance Bond, and Certificates of Insurance within 10 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within 10 calendar days after the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

City of Nevada, Iowa

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

TK Concrete, Inc.

this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

**NOTICE OF AWARD**

TO: Con-Struct Inc  
305 South Dayton Ave  
Ames, IA 50010

The extent of Work on this project is the furnishing of all labor, equipment, and materials for the construction of the 19<sup>th</sup> Street Trail-Division 2 for the City of Nevada, Iowa (Owner), generally described as follows:

Division 2 - Compact and Trim subbase furnished and installed by City, 6" HMA shared use path, PCC sidewalk, seeding, temporary traffic control, SWPPP management and associated work. Jurisdiction has considered the Bid submitted by you for the above-described Work.

You are hereby notified that your Bid has been accepted for items in the amount of Three Hundred Twenty Thousand Nineteen dollars, (\$320,019.00)

As specified in the General Conditions, you are required to execute the Agreement and furnish the required Contractor's Performance, Payment, and Maintenance Bond, and Certificates of Insurance within 10 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within 10 calendar days after the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid` as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

City of Nevada, Iowa

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Con-Struct Inc

this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

---

NEVADA CITY COUNCIL - MONDAY, MAY 13, 2024 6:00 P.M.

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1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, May 13, 2024, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Melissa Muschick, Henry Corbin, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: Dane Neelson.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Brandon Mickelson, Chris Brandes, Harold See, Erin Coughlin, Marlys Barker, Mike Roth.

Also in attendance were: Edward Askew, Karen Selby, Andy Kelly, Brandon Kaehler, Terence Beaston, Wade Presley, Daryle Vegge.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. FY24 Budget Amendment #2

1. Public Hearing –

At 6:00 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **April 25, 2024**. The public hearing is **for the FY24 Budget Amendment #2**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:00 p.m.

2. Resolution No. 083 (2023/2024): A Resolution approving Fiscal Year 2023/2024 Budget Amendment #2

Motion by Steve Skaggs, seconded by Sandy Ehrig, to **adopt Resolution No. 083 (2023/2024)**. After due consideration and discussion the roll was called. Aye: Skaggs, Ehrig, Muschick, Corbin, Sampson. 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 Sandy Ehrig, seconded by Melissa Muschick, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on April 22, 2024
  - B. Approve Payment of Cash Disbursements, including Check Numbers 83721-83803 and Electronic Numbers 1608-1619 (Inclusive) Totaling \$1,120,715.47 (See attached list) and the First Interstate Card Purchases for the March 19, 2024 Statement, total \$17,765.78
  - C. Approve Financial Reports for the Month of April, 2024
  - D. Probationary Firefighters Callie Raders and James Rea
- After due consideration and discussion the roll was called. Aye: Ehrig, Muschick, Corbin, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

## 6. PUBLIC FORUM

- A. Story County Community Foundation representative Daryle Vegge updated Council regarding the grants and charitable funds available to our community and the surrounding areas.
- B. Wade Presley, with Nevada Community Band, thanked the Council and community for their continued support and extended an invitation to their first concert on June 4th.

## 7. OLD BUSINESS

- A. Resolution No. 084 (2023/2024): A Resolution Approving Corrected Final Subdivision Plat of Oak Park Estates, First Addition, City of Nevada, Story County, Iowa

Motion by Jason Sampson, seconded by Henry Corbin, to **adopt Resolution No. 084 (2023/2024).** After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Skaggs, Ehrig, Muschick. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 35 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$45,293.93

Motion by Steve Skaggs, seconded by Sandy Ehrig, to **approve Pay Request No. 35 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$45,293.93.** After due consideration and discussion the roll was called. Aye: Skaggs, Ehrig, Muschick, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

- C. Approve Pay Request No. 24 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$2,850.00

Motion by Jason Sampson, seconded by Melissa Muschick, to **approve Pay Request No. 24 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$2,850.00.** After due consideration and discussion the roll was called. Aye: Sampson, Muschick, Corbin, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- D. 2024 Street Improvements Project, Contractor Con-Struct Inc.
  - a. Approve Pay Request No. 1 in the amount of \$154,489.38

Motion by Steve Skaggs, seconded by Henry Corbin, to **approve Pay Request No. 1 for 2024 Street Improvements Project from Con-Struct Inc. in the amount of \$154,489.38.** After due consideration and discussion the roll was called. Aye: Skaggs, Corbin, Sampson, Ehrig, Muschick. Nay: None. The Mayor declared the motion carried.

- b. Approve Change Order No. 1 in the amount of \$47,479.00

Motion by Sandy Ehrig, seconded by Melissa Muschick, to approve Change Order No. 1 for 2024 Street Improvements Project from Con-Struct Inc. in the amount of \$47,479.00. After due consideration and discussion the roll was called. Aye: Ehrig, Muschick, Corbin, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- c. Approve Change Order No. 2 in the amount of \$14,434.00

Motion by Steve Skaggs, seconded by Jason Sampson, to approve Change Order No. 2 for 2024 Street Improvements Project from Con-Struct Inc. in the amount of \$14,434.00. After due consideration and discussion the roll was called. Aye: Skaggs, Sampson, Ehrig, Muschick, Corbin. Nay: None. The Mayor declared the motion carried.

- E. Discussion and Appropriate Follow-up regarding CBD Project, additional invoices received for work to repair gutters in alleyway for the Storm Drain issues

Motion by Melissa Muschick, seconded by Steve Skaggs, to approve payment to Shill Electric in the amount of \$825.34 and payment to JC's Seamless Gutters in the amount of \$785.00 for additional work completed related to CBD Project. After due consideration and discussion the roll was called. Aye: Muschick, Skaggs, Ehrig, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

## 8. NEW BUSINESS

- A. Approve Five Day Special Class C Retail Alcohol License, Cloud Wine, LLC, d/b/a Lucky Wife Wine Slushies, 6<sup>th</sup> Street for Downtown Farmer's Market, 5/31/2024 – 6/4/2024
- a. Approve Five Day License for 5/31/2024 – 6/4/2024

Motion by Jason Sampson, seconded by Sandy Ehrig, to approve Five Day Special Class C Retail Alcohol License, Cloud Wine, LLC, d/b/a Lucky Wife Wine Slushies, 6<sup>th</sup> Street for Downtown Farmer's Market, 5/31/2024–6/4/2024. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Muschick, Corbin, Skaggs. Nay: None. The Mayor declared the motion carried.

- b. Approve Five Day License for 6/14/2024 – 6/18/2024

Motion by Melissa Muschick, seconded by Steve Skaggs, to approve Five Day Special Class C Retail Alcohol License, Cloud Wine, LLC, d/b/a Lucky Wife Wine Slushies, 6<sup>th</sup> Street for Downtown Farmer's Market, 6/4/2024-6/18/2024. After due consideration and discussion the roll was called. Aye: Muschick, Skaggs, Ehrig, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

- B. Approve Amendment to Master Agreement with HR Green, Inc., for Municipal Engineering Services for 19<sup>th</sup> Street Trail, Construction Phase Services not to exceed \$18,500

Motion by Steve Skaggs, seconded by Henry Corbin, to approve Amendment to Master Agreement with HR Green, Inc., for Municipal Engineering Services for 19<sup>th</sup> Street Trail, Construction Phase Services not to exceed \$18,500. After due consideration and discussion

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

C. Approve T-Mobile Geotab for Fleet Management

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve the quote from T-Mobile Geotab for Fleet Management in the amount of \$1,386.00 annually.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Muschick, Corbin, Skaggs. Nay: None. The Mayor declared the motion carried.

10. **CLOSED SESSION:** Closed Session pursuant to authority found in Iowa Code 21.5 (1) (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve going INTO closed session.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Muschick, Corbin, Skaggs. Nay: None. The Mayor declared the motion carried.

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve going OUT OF closed session.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Muschick, Corbin, Skaggs. Nay: None. The Mayor declared the motion carried.

11. Discussion and appropriate follow-up on Closed Session pursuant to authority found in Iowa Code 21.5 (1) (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

There was no action of the council.

12. ADJOURNMENT

There being no further business to come before the meeting, motion by Jason Sampson, seconded by Sandy Ehrig, to **adjourn the meeting.** Following voice vote, the Mayor declared the motion carried at 7:33 p.m. the meeting adjourned.

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

ATTEST:

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

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

CITY OF NEVADA  
 CLAIMS REPORT FOR MAY 28, 2024 MEETING  
 5/14/24 THRU 5/28/24

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2023 PMTS	315.52	1620
VERIZON	WTR/WWT/LIB-SVCS	280.07	83808
GANNETT IA	PUBLIC NOTICES	694.23	83809
CON STRUCT	2024 ST IMPRV PROJECT	154,489.38	83810
CONSUMERS ENERGY	UTILITIES	8,304.77	83811
JOHN DEERE FIN	WTR/PKM/STS/POOL-SUPPLIES	250.87	83812
SHILL ELECTRIC	CBD-PROJ ALLEY/KELLY	825.34	83813
MENARDS	POOL/WWT/STS-SUPPLIES	64.18	83814
MIDWEST TAPE	LIB-DIGITAL	281.23	83815
WILLIAMS BRO CONST	WWT PH2-PR35	45,293.93	83816
BOOMERANG	WWTF-PH3-PR#24	2,850.00	83817
JC'S SEAMLESS GUTTERS	CBD-PROJ ALLEY/KELLY	785.00	83818
EFTPS	FED/FICA TAX	26,117.96	1621
HUTTON, RYAN	HSA	302.08	1622
SYDNES, KELLAN	HSA	50.00	1623
CORNISH, DEVIN	HSA	50.00	1624
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	1,439.88	1635
MISSION SQUARE	DEFERRED COMP	707.50	83806
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	83807
QUILL CORP	LIB-SUPPLIES	17.26	83819
COMPUTER RES SPECIALISTS	LIB-IT SVCS	337.50	83820
BAKER & TAYLOR	LIB-MATERIALS	2,920.14	83821
STORY CO MEDICAL CENTER	LIB-RECRUITMENT	243.00	83822
C&K HEATING, AIR CONDIT	LIB-HVAC MAINT	945.00	83823
DEMCO	LIB-SUPPLIES	624.06	83824
CENTER POINT	LIB-MATERIALS	122.85	83825
CENTRAL STATES	LIB-ROOF RPR	558.54	83826
CENGAGE LEARNING	LIB-MATERIALS	464.95	83827
MIDWEST TAPE	LIB-DIGITAL	806.76	83828
COUGHLIN, ERIN	LIB-PROGRAM SUPPLY REIMB	113.69	83829
AMAZON CAPITAL SVC	ALL-SUPPLIES	2,818.54	83830
MILLS, JAMES	LIB-REFUND	13.00	83831
IA WORM COMP	LIB-COMPOSTING PROGRAM	100.00	83832
JOYFUL COLORZ	LIB-SLC PROGRAM	395.00	83833
MAY, JONATHAN	LIB-SLC PROGRAM	350.00	83834
TALEWISE	LIB-SLC PROGRAM	400.00	83835
ARROW LIFT	LIB-SVC PLAN 3/26/27-3/25/28	2,528.00	83836
STONE, JULIE	LIB-NEH MIDWEST AUTHOR	200.00	83837
BUTTERFIELD, AMY	LIB-MTG RM RENTAL REFUND	50.00	83838
FIRST INTERSTATE BANK	ALL-SUPPLIES	17,765.78	1636
WAGeworks	FSA 2023 PMTS	1,723.43	1637
BOK FINANCIAL	2023A BOND FIELDHOUSE	909,725.00	1625
BOK FINANCIAL	2017B DUPONT REFUND	659,250.00	1626
BOK FINANCIAL	2020B WTR REV BOND	445,175.00	1627

BOK FINANCIAL	2020GOBOND CBD PROJ	89,275.00	1628
BOK FINANCIAL	2012B LIB BOND	93,181.25	1629
IA FINANCE AUTH	WWTF SRF LOAN #5	145,195.30	1630
IA FINANCE AUTH	WWTF SRF LOAN #4	209,347.22	1631
IA FINANCE AUTH	WWTF SRF LOAN #3	537,990.00	1632
IA FINANCE AUTH	WWTF SRF LOAN #2	542,610.00	1633
IA FINANCE AUTH	WWTF SRF LOAN #1	74,000.00	1634
CENTRAL IOWA DIST	CH/POOL-SUPPLIES	358.00	83839
FAREWAY	FH/4PLX-CONCESSIONS	90.43	83840
HAWKINS	WTR-AZONE 15	3,545.68	83841
ALLIANT	STS-K AVE	57.03	83842
MARTIN MARIETTA	STS-GRAVEL	1,181.83	83843
VAN WALL EQUIP	STS-CHAIN SAW CHAIN/BAR/CONNECTOR	216.15	83844
CAPITAL SANISUPPLY	PKM-SUPPLIES	1,034.37	83845
COMPUTER RES SPEC	ALL-IT SVCS	7,279.15	83846
ARNOLDS	STS/WWT-JUMPER PACK/CONNECTORS/BATTERY	225.38	83847
NEDC	TRAILSIDE-STORY CO ARPA	100,000.00	83848
COUNTRY LANDSCAPES	FH/STS-PLATFORM/ARBOR ROTARY REIMB/TREE GRANT	30,155.91	83849
GOOD AND QUICK	STS-TIRE RPR SKID LOADER	40.00	83850
MCFARLAND CLINIC	PKM-ANDERSON DOT	44.00	83851
DRAINTECH	PKM-BACKFLOW TESTS	760.00	83852
NEWSOME PLUMBING	POOL-HYDRANT ABANDON/CAP OFF/RPRS	4,150.37	83853
WINDSTREAM CORP	PD/LIB-PHONES	163.20	83854
TAYLOR & ASSOC	POOL-CHAISE LOUNGES	1,699.02	83855
CONTINENTAL RES	WTR-SUPPLIES	290.62	83856
HR GREEN	ENGINEERING	134,921.72	83857
BRICK GENTRY	ALL-LEGAL	8,070.00	83858
ZIMCO	PKM-BRICKS/CLAY/HERBICIDE	3,520.00	83859
SIGLER CO	NEWSLETTER	2,602.68	83860
WCI POOLS AND SPAS	POOL-VACUUM/TESTING POWDER	465.97	83861
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 6/2024	535.53	83862
TITAN MACHINERY	STS-SUPPLIES	80.67	83863
QUADIENT	ALL-POSTAGE	1,000.00	83864
MID STATES	TIF FY24 PYMT 1/5	47,342.08	83865
QUADIENT	ADM-MTR JULY/SEPT	135.00	83866
R. FRIEDRICH & SONS	TIF FY24 PYMT (2ND HALF)	42,675.68	83867
MARTIN BROS DIST	4PLX-CONCESSIONS	561.87	83868
TURF AND POND TIME	PKM-POND TREATMENTS	320.00	83869
VERBIO NORTH AMERICA	TIF FY24 PYMT 4/5(7)	159,994.24	83870
MATHESON TRI-GAS INC	POOL-CO2	254.14	83871
MADISON NAT LIFE INS	ALL-LIFE INSUARANCE	447.97	83872
ROSK DEVELOPMENT LLC	TIF FY24 PYMT (2ND HALF)	9,777.74	83873
DAKOTA SUPPLY GROUP	STRM-MANHOLE COVER	191.25	83874
M & R PROPERTIES IA LLC	TIF FY24 PYMT 2/7	10,604.85	83875
YOUNG, EVAN	PKM-SHIRTS YOUNG	52.98	83876
LIFT SERVICES AUTO	STS-REBUILD HYDROLIC CYLINDER	300.00	83877
WILSON REPAIR LLC	STS-TIRES	520.52	83878
ZPRO WATERPARKS	POOL-TUBES	1,053.98	83879
HILLMAN, CARRIE	PAVI-DAMAGE DEPOSIT REFUND	200.00	83880



Refund Checks Total	
Accounts Payable Total	4,559,573.93
Payroll Checks	84,436.66
***** REPORT TOTAL *****	4,644,010.59

GENERAL	103,717.11
ROAD USE TAX	13,874.22
LOCAL OPTION SALES TAX	21,733.67
TAX INCREMENT FINANCING	270,394.59
ECONOMIC DEVELOPMENT	100,000.00
LIBRARY TRUST	2,495.71
DANIELSON TRUST	4,008.33
DEBT SERVICE	1,751,431.25
SC/FIELDHOUSE	21,185.15
2024 CIP STS IMPROV PROJ	154,489.38
CBD DOWNTOWN IMPR	1,610.34
TRAIL CIP RESERVE PROJTS	3,381.25
WATER	26,776.79
WATER 2012C/2020B BOND	445,175.00
JORDAN WELL	19,472.02
SEWER	13,736.37
SEWER SRF REVOLVING	1,509,142.52
SEWER CAP IMP PROJECT	162,754.70
STORM WATER	191.25
REVOLVING FUND	14,962.11
FLEX BENEFIT REVOLVING	2,038.95
HEALTH INS, SELF FUND	1,439.88
TOTAL FUNDS	4,644,010.59

Item # 5C  
Date: 5/28/24

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 6/10/24 Council Agenda

Business Name Caseys #2306 Phone Number \_\_\_\_\_

Address 1136 Lincoln Hwy

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.

5-6-24  
Date

[Signature]  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

no orders

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# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #2306	(515) 382-5834		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1136 LINCOLN HWY		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
1 SE CONVENIENCE BLVD	Ankeny	Iowa	50021	

## Contact Person

NAME	PHONE	EMAIL
Licensing Team	(515) 381-4090	licensingteam@caseys.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003316	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2024	June 30, 2025	

### SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



# State of Iowa

Alcoholic Beverages Division

## Insurance Company Information

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INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

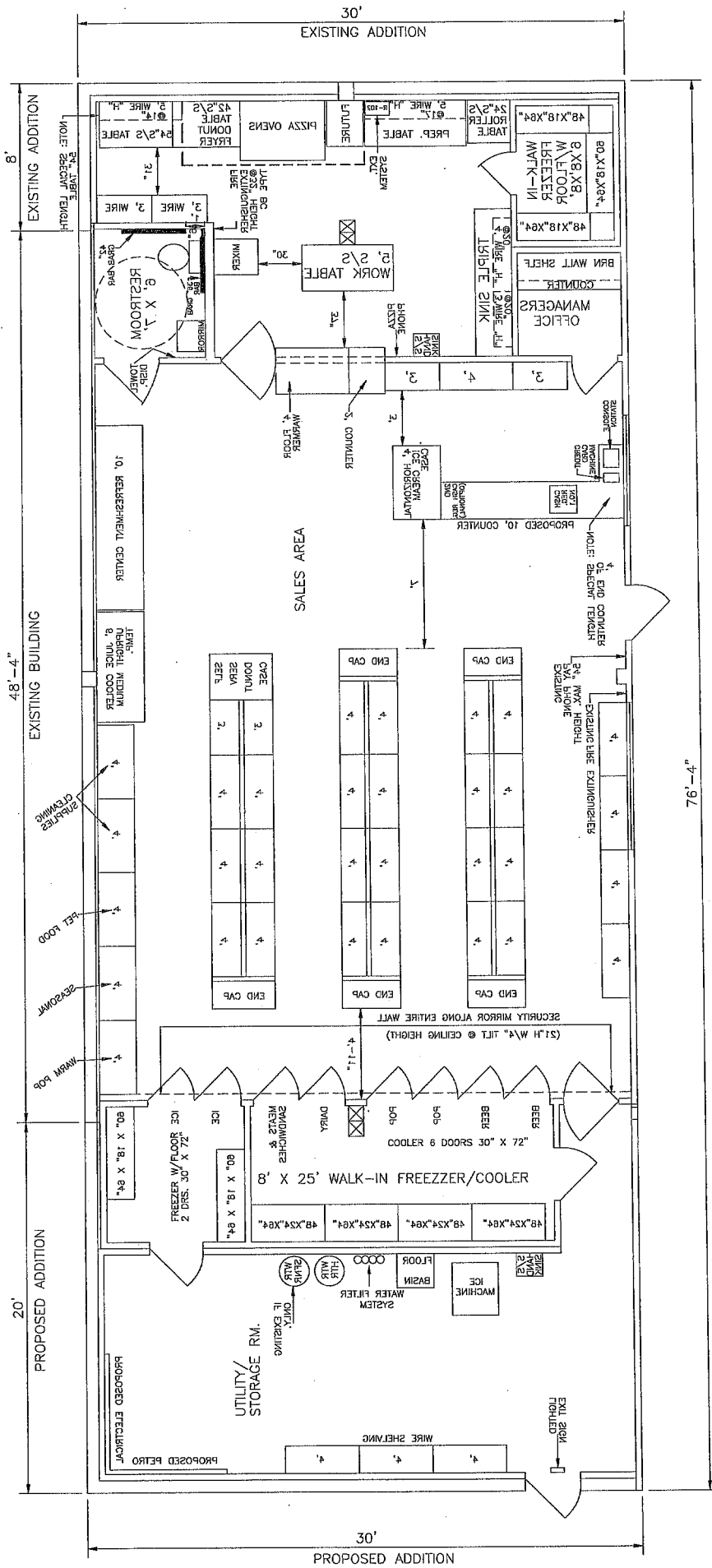
OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE



# STATE OF IOWA

Item # 5D **GAX**  
Date: 5/28/24

<b>BUDGET FY</b>	<b>General Accounting Expenditure</b>			<b>DOCUMENT NUMBER</b>
	DATE 5/10/2024	ACCTG PERIOD (mm/yy)		
VENDOR CODE 426005023		AGENCY NAME		
VENDOR NAME AND ADDRESS  City of Nevada 1209 6th Street Nevada IA 50201		BILL TO ADDRESS (ORDERING AGENCY)  Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, IA 50315	SHIP TO ADDRESS	
TERMS	FOB	ORDER APPROVED BY		GOODS RECEIVED/SERVICES PERFORMED DATE INITIALS
QUANTITY	VENDOR'S INVOICE NUMBER			

	Line item	Contract budget*	Expenditures		
			Since Last Report (1)	Previous Total (2)	Cumulative Expenditures (1+2)
	Project Expenses Eligible for Reimbursement  Grant Contract and approved budget in IowaGrants.gov  Project Name: Camelot Theater Project Address: 1114 6th Street Nevada, IA 50201	Up to \$ 100,000	\$60,000	\$0	\$60,000

<b>CONTRACT NUMBER:</b> CTBF-018	<b>Funds Requested</b>	\$ 60,000
<b>DRAW #</b> 1	<b>Less: Funds Requested to Date</b>	\$0
	<b>NET REQUEST</b>	\$ 60,000

<p style="text-align: center;"><b>CLAIMANT'S CERTIFICATION</b></p> <p>I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. <b>DATE: 5/10/2024</b>      <b>TITLE: Mayor</b></p> <p><b>CLAIMANT'S SIGNATURE:</b> Authorized Official for Grantee - i.e. City (Mayor) or MSI Program (Board Pres.)</p>	<p style="text-align: center;"><b>AGENCY CERTIFICATION</b></p> <p>I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: <b>CODE OR CHAPTER SECTION(S)</b></p> <p><b>AUTHORIZED SIGNATURE</b></p>
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THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY

DOC TYPE (GAX) <b>GAX</b>	DOC NUMBER	DOC DATE	ACCTG PRD	BUDGET FY	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY
VENDOR CODE 426005023		ADDR OVERRIDE	F/A INDICATOR	EFT IND <b>N</b>	TEXT -po's only (Y/N)		TEXT (po's only)			
REF DOC TYPE	REF DOC NUMBER	REF DOC LINE	COM LN	VEND INVOICE #			COMMODITY CODE	GS CONTRACT		

LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY/ UNITS	I/D	DESCRIPTION	AMOUNT	I/D
01															
02															

DOCUMENT TOTAL \$

**GAX**      **WARRANT #** \_\_\_\_\_      **AUDITED BY** \_\_\_\_\_      **PAID DATE** \_\_\_\_\_

**For Immediate Release – DRAFT**

May 29, 2024

## **City of Nevada & Nevada Foundation Announce Human Services Grant Funding Opportunity**

The City of Nevada and Nevada Foundation have formed a partnership to provide grant funding to non-profit organizations addressing the basic needs of food, shelter, and clothing for the citizens of Nevada. We anticipate the City of Nevada will commit \$35,000 to the Nevada Foundation for these grants after July 1, 2024.

Brett Barker, Mayor of Nevada explains, “We are pleased to again partner with the Nevada Foundation to make these grant funds available for such important causes in our community. Our missions closely align; we appreciate their willingness to partner with us on this initiative.”

All funding must be spent, and final reports submitted for a non-profit serving Nevada to apply for this new funding.

**The Nevada Foundation will host an informational workshop on Monday, June 10<sup>th</sup> at 5:00 pm at City Hall. Application details and requirements will be reviewed.**

The applications will be due by 4:00 pm on July 5th. The final award announcements will be made no later than July 23<sup>rd</sup>. Application materials can be found on the Foundation website: [www.nevadaiowafoundation.org](http://www.nevadaiowafoundation.org).

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Item # 7A  
Date: 5/28/24



PROJECT MEMORANDUM

Project: **Nevada Field House**  
Date: May 22, 2024  
By: Jeff Harris  
Subject: Partial Release of Retainage

At this time, RMH Architects is recommending the release of retainage to HPC, L.L.C. in the amount of \$277,942.60. This will leave a remaining balance of \$100,000 to be held until the final resolution of the turf seaming and the exterior duct enclosures. We are also still waiting on final delivery of Operation & Maintenance Manuals and As-Built Drawings to RMH and the City.

At the time of final resolution of these items we will recommend release of the remaining retainage balance amount.

Please feel free to contact me if you have any questions.



**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

**FROM CONTRACTOR:**  
 HPC LLC  
 Box 429  
 Ames, IA 50010

**PROJECT:**  
 NEVADA FIELD HOUSE 2022

**APPLICATION #:** 21-RETAINAG Distribution to:  
**PERIOD TO:** 04/22/24

**PROJECT NOS:**

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

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

**CONTRACT DATE:** 04/01/22

**Owner**  
  
**Const. Mgr**  
  
**Architect**  
  
**Contractor**

**CONTRACT FOR:** General Contractor - Prime

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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

1. ORIGINAL CONTRACT SUM	\$ 7,387,000.00
2. Net change by Change Orders	\$ 171,852.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 7,558,852.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$ 7,558,852.00

**5. RETAINAGE:**

- a.  of Completed Work  
(Columns D+E on Continuation Sheet)
- b.  of Stored Material  
(Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 7,558,852.00
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**6. TOTAL EARNED LESS RETAINAGE**

(Line 4 less Line 5 Total)

**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT**

(Line 6 from prior Certificate)

<b>8. CURRENT PAYMENT DUE</b>	\$ 7,180,909.40
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$ 377,942.60

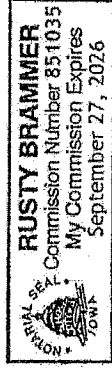
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$174,350.00	-\$2,498.00
Total approved this Month	\$174,350.00	-\$2,498.00
<b>TOTALS</b>	<b>\$174,350.00</b>	<b>-\$2,498.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$171,852.00</b>	

**CONTRACTOR:**

By: 

Date: April 30, 2024

State of: Iowa  
 County of: Story



Subscribed and sworn to before me this 30th day of April, 2024

Notary Public:

My Commission expires: 09/27/26

**CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED** \$ 277,942.60

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

**ARCHITECT:**

  
 FMH Architects

By:  Date: 5/21/24

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

HOLDING \$100,000 UNTIL RESOLUTION OF DUCT ENCLOSURES AND TURF SEAMING

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 21 - RETAINAGE

PROJECT:  
NEVADA FIELD HOUSE 2022

APPLICATION DATE: 04/30/24

PERIOD TO: 22-Apr-24

OWNER'S PROJECT NO:

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

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 21 - RETAINAGE

PROJECT:

APPLICATION DATE: 04/30/24

NEVADA FIELD HOUSE 2022

PERIOD TO: 22-Apr-24

ARCHITECT'S PROJECT NO:

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

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 21 - RETAINAGE

APPLICATION DATE: 04/30/24

PERIOD TO: 22-Apr-24

PROJECT: NEVADA FIELD HOUSE 2022

ARCHITECT'S PROJECT NO:

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

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 21 - RETAINAGE

PROJECT:

APPLICATION DATE: 30-Apr-24

NEVADA FIELD HOUSE 2022

PERIOD TO: 22-Apr-24

ARCHITECT'S PROJECT NO:

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

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 21 - RETAINAGE

PROJECT:

APPLICATION DATE: 30-Apr-24

NEVADA FIELD HOUSE 2022

PERIOD TO: 22-Apr-24

ARCHITECT'S PROJECT NO:

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

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 21 - RETAINAGE

PROJECT:

APPLICATION DATE: 30-Apr-24

NEVADA FIELD HOUSE 2022

PERIOD TO: 22-Apr-24

ARCHITECT'S PROJECT NO:

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



**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 21 - RETAINAGE

APPLICATION DATE: 30-Apr-24

PROJECT:  
NEVADA FIELD HOUSE 2022

PERIOD TO: 22-Apr-24

ARCHITECT'S PROJECT NO:

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

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022

Page 9 of 10 Pages

APPLICATION NUMBER: 21 - RETAINAGE

APPLICATION DATE: 30-Apr-24

PERIOD TO: 22-Apr-24

ARCHITECT'S PROJECT NO:

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

**CONTINUATION SHEET**

Page 9 of 10 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT:

NEVADA FIELD HOUSE 2022

APPLICATION NUMBER: 21 - RETAINAGE

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				From Previous Application (D + E)	Work Completed This Period					
176	CR-31 - Additional Emergency Lighting Per AHJ		\$ 2,552	\$ 2,552				\$ 2,552	-	\$ -
177	CR-32 -Sheet Metal Closure At Track		\$ 3,850	\$ 3,850				\$ 3,850	-	\$ -
178	CR-33 - Blocking for Additional TV's, Sign, Padding		\$ 2,668	\$ 2,668				\$ 2,668	-	\$ -
179	CR-34 - Install Owner Provided Volleyball Sleeves		\$ 1,352	\$ 1,352				\$ 1,352	-	\$ -
180	CR-35 - Add Protective Covers to Fire Alarm Devices		\$ 2,640	\$ 2,640				\$ 2,640	-	\$ -
181										
182										
183										
184										
185										
186										
187										
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190										
191										
192										
193										
194										
195										
196										
197										
198										
199										
200										
SUBTOTALS PAGE 8			\$ 7,558,852	\$ 7,558,852	\$ -	\$ -	\$ -	\$ 7,558,852	100%	\$ -

PARTIAL WAIVER OF LIEN

State of Iowa  
County of Story

April 30, 2024

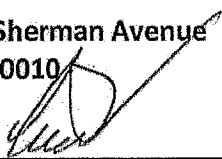
I/We the undersigned have been employed by the City of Nevada, Iowa to furnish labor and/or materials for the construction, repair or reconstruction of the building, or improvements to the building known as **Nevada Field House 2022** in the City/Town of Nevada, Iowa, and County of Story.

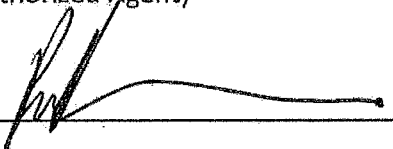
I/We the undersigned, for and in consideration of \$27,821.70 the receipt whereof is hereby acknowledged, hereby waive, relinquish and release any and all claims, causes of action, suits, damages, judgments, claims and demands of any kind, character, and description, whether known or unknown, against the Owner arising from, pertaining to, or arising out of the furnishing of the foregoing described materials, and/or labor at the above mentioned building, and the above-mentioned premises as of *March 31, 2024*.

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

Dated the 30th day of April 2024

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

By:   
\_\_\_\_\_  
(Authorized Agent)

Witness:   
\_\_\_\_\_

**RESOLUTION NO. 087 (2023/2024)**

**A RESOLUTION IN SUPPORT OF A WORKFORCE HOUSING TAX INCENTIVES  
APPLICATION TO BE SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT  
AUTHORITY (IEDA) BY DIAMOND F PROPERTIES  
FOR A HOUSING PROJECT IN NEVADA, IOWA**

**WHEREAS**, Diamond F Properties ("Developer) proposes to construct four, 3 bedroom/2 bath, single family homes and invest \$1,200,000 in the City of Nevada, Iowa; and

**WHEREAS**, the proposed project will support the City's efforts to create new housing opportunities for a growing workforce within the community and address a critical need for housing in Nevada; and

**WHEREAS**, the City of Nevada created the Urban Revitalization Area Plan in June of 1992, along with amendments, which will provide assistance to the project in the form of residential property tax abatements; and

**WHEREAS**, the Developer's application to the Workforce Housing Tax Incentive Program will provide necessary tax credits and other benefits which will directly contribute to the success of the development; and

**WHEREAS** the City supports said application to the Iowa Economic Development Authority (IEDA) for state tax incentives under the Workforce Housing Tax Incentive Program for its 4-home development project in Nevada; and

**WHEREAS** the IEDA's Workforce Housing Tax Credit allows developers tax incentives that include a refund of sales, service or use taxes paid during construction; and

**WHEREAS**, the Developer has requested that the City declare its intent to fulfill the Local Contribution Requirement and provide future fiscal support to the Project through (a) a \$30,000 incentive per home if the buyer is LMI eligible or (b) \$1,000 per home if the buyer is above the LMI wage threshold

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

1. The City Council of the City of Nevada, hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Diamond F Properties, for necessary tax credits and other benefits directly contributing to the success of the development at 436 11<sup>th</sup> Street, Nevada, Iowa.

2. The Developer will commit to undertaking the Project, investing certain minimum amount of dollars into the Project and meeting certain performance benchmarks with respect to the completion, maintenance, use and operation of the project;

3. In order to satisfy the Local Contribution requirement the City will provide support with property tax abatements and LMI Eligible buyers \$30,000 per home incentive or non LMI Eligible buyers a \$1,000 per home incentive

4. The Mayor and City Administrator/Clerk are hereby authorized to sign such documentation as may be reasonably requested by the Developer to show the City's support for the Project and the corresponding application for grant assistance, provided that such documentation is consistent with the terms of this Resolution.

5. Both the City and Developer acknowledge that the City's commitment in this Section is merely a present statement of intent and that the City Council and Developer will enter into a Development Agreement consistent with the terms of this Resolution.

Passed and Approved this 28<sup>th</sup> day of May, 2024.

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

ATTEST:

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

# Workforce Housing Tax Incentive Program

- » State tax credit program provides tax benefits to developers to provide affordable housing to Iowa's workforce.
- » \$35 million allocation for FY 2025. Allocation is split equally between Large and Small communities.
- » Maximum cumulative award for a project is \$1 million.





# Tax Incentive Award Amounts

Maximum Award of \$1,000,000

- Projects located in Large Community:
  - State income tax credit of up to 10% of the first \$150k per unit (maximum \$15,000 tax credit per unit)
  - Additional refund of sales and use taxes on project construction materials
  
- Projects located in Small Community:
  - State income tax credit of up to 20% of the first \$150k per unit (maximum \$30,000 tax credit per unit)
  - Additional refund of sales and use taxes on project construction materials

# Minimum Units for Eligibility

- » Developer must construct or rehabilitate a minimum of:
  - Four single-family units (Two if Small Community)
  - One multi-family building containing at least three units
    - Units in a building with shared entry or access to the unit
  - Two upper story units in an existing multi-use building
    - Existing building with commercial on the street level and housing on the upper stories

# Local Match and Resolution

- Resolution of support from city is required. Must be within 6 months of application submission.
- Local match of at least \$1,000 per unit is required.
- Allowable match shall include cash or cash equivalent, tax abatement or exemption, rebates, refunds or reimbursements.
- The value of the match must be included in the documentation or a summary needs to be provided.

# ASSISTING CONSTRUCTION OR REHABILITATION OF HOUSING IN COMMUNITIES WITH WORKFORCE HOUSING NEEDS

This program provides tax benefits to developers to provide housing in Iowa communities, focusing especially on those projects using abandoned, empty or dilapidated properties. A Small Cities set aside for this program is available to eligible projects within the 88-least populous counties in Iowa.

- Total program benefits limited to \$1 million per project
- Tax incentives include a refund of sales, service or use taxes paid during construction
- Developers may receive a state investment tax credit of up to 10% of the investment directly related to the construction or rehabilitation of the housing. Developers qualifying under the Small Cities set aside may receive an investment tax credit of up to 20% of the investment directly related to the construction or rehabilitation of the housing. The state investment tax credit is fully transferable.
  - Federal, state or local grants, tax credits, forgivable loans or other assistance not requiring repayment cannot be included for the purposes of calculating new investment
- Tax credit is based on the new investment used for the first \$150,000 of value for each home or unit
- Tax credit is earned when the home or unit is certified for occupancy and can be carried forward for up to five additional years or until depleted, whichever occurs first

## Who Qualifies?

- Projects must meet one of four criteria:
  - Housing development located on a grayfield or brownfield site
  - Repair or rehabilitation of dilapidated housing stock
  - Upper story housing development
  - New construction in a greenfield site.
- Developer must build or rehabilitate at least four single-family homes or at least one multi-family building containing three or more units or at least two upper story units
- This program has a per unit cost cap to ensure units created under the program are workforce housing

For FY 2024, project costs may not exceed the following per unit cost caps:

- 

single family unit in an urban area	\$298,021
single family unit in a small city	\$298,021
multi-family unit in an urban area	\$241,643
multi-family unit in a small city	\$241,643

- Historic preservation projects may not exceed 125% of the maximum per unit cost established based on project type and location
- The housing project must be completed within three years from the date of award
- The housing units must be for owner or renter occupied permanent residence, and not offered for rent on a daily or weekly basis.

ORDINANCE NO. 1056 (2023/2024)

AN ORDINANCE AMENDING CHAPTER 62 (GENERAL TRAFFIC REGULATIONS)  
OF THE CITY CODE BY ESTABLISHING SCHOOL ZONES IN CERTAIN AREAS OF TOWN

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

**SECTION 1. SECTION MODIFIED.** Chapter 62 (General Traffic Regulations), Section 62.13 (School Zones Established), Is hereby amended by adding new underlined language:

**62.13 School Zones Established. The following school zones are established to include the parts of streets herein set forth:**

**A. Central Elementary**

**a. On the northwest corner of 8<sup>th</sup> Street and K Avenue to the southwest corner of 8<sup>th</sup> and G Avenue; on G Avenue to the southeast corner of G Avenue and 11<sup>th</sup> Street; on 11<sup>th</sup> Street to the southeast corner of 11<sup>th</sup> Street and H Avenue; on the southside of H Avenue to the southeast corner of 12<sup>th</sup> Street and H Avenue to the northeast corner of 12<sup>th</sup> Street and K Avenue; on K Avenue to the northwest corner of 8<sup>th</sup> Street and K Avenue.**

**B. Nevada Middle and High School**

**a. On the southeast corner of 12<sup>th</sup> Street and H Avenue to the intersection of 19<sup>th</sup> Street and H Avenue; on the northeast corner of 15<sup>th</sup> Street to the southeast corner of 15<sup>th</sup> Street and Lincoln Highway; approximately 590 feet east on Lincoln highway to the northside of Lincoln Highway to the northwest corner of 15<sup>th</sup> and Lincoln Highway; on 15<sup>th</sup> Street to the northwest corner of 15<sup>th</sup> Street and K Avenue; on K Avenue to the northeast corner of K Avenue and 12<sup>th</sup> Street.**

**SECTION 2. REPEALER.** All ordinances or parts or ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. 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 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved 1<sup>st</sup> Reading on this 28<sup>th</sup> day of May, 2024.  
Passed and approved 2<sup>nd</sup> Reading on this \_\_\_ day of June, 2024.  
Passed and approved 3<sup>rd</sup> and final Reading on this \_\_\_ day of June, 2024.

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

ATTEST:

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

1<sup>st</sup> Reading – May 28, 2024

Motion by Council Member \_\_\_, seconded by Council Member \_\_\_, to adopt the first reading of Ordinance No. 1056 (2023/2024).

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

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2<sup>nd</sup> Reading – June 10, 2024

Motion by Council Member \_\_\_, seconded Council Member by \_\_\_, to adopt the second reading of Ordinance No. 1056 (2023/2024).

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

3<sup>rd</sup> Reading – June 24, 2024

Motion by Council Member \_\_\_, seconded by Council Member \_\_\_, to adopt the third and final reading of Ordinance No. 1056 (2023/2024).

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

The Mayor declared Ordinance No. 1056 (2023/2024) adopted.

I certify that the foregoing was published as Ordinance No. 1056 (2023/2024) on the \_\_\_ day of June, 2024.

---

Kerin Wright, City Clerk



**RESOLUTION NO. 088 (2023/2024)**

**A RESOLUTION ACCEPTING EASEMENT OPTION AGREEMENT BETWEEN THE CITY OF NEVADA, IA AND ITC MIDWEST LLC**

**WHEREAS**, ITC Midwest LLC desires to enter into an Easement Option Agreement with ITC Midwest LLC for an easement across land owned by the City of Nevada, Iowa, as shown on Exhibit A in the attached Easement Option Agreement; and

**WHEREAS**, the City of Nevada grants the right and option ("Option") to obtain a non-exclusive easement on, under, over, through and across the Easement Area per the attached agreement; and

**WHEREAS**, the City of Nevada and ITC Midwest LLC have determined the premises to be Parcel in SE Corner of SE ¼ SEC 4-T83N-R23W of Nevada, Story County, Iowa; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Nevada, Iowa, that:

1. The Easement Option Agreement by and between the City of Nevada, Iowa, and ITC Midwest LLC in the forms attached hereto is hereby accepted.
2. The Mayor and City Clerk are hereby authorized to sign the Easement Option Agreement and provide ITC Midwest an executed copy for filing.

**PASSED AND APPROVED** this 28<sup>th</sup> day of May, 2024.

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

ATTEST:

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

# EASEMENT OPTION AGREEMENT

For good and other valuable consideration, the receipt of which is hereby acknowledged, City of Nevada, Iowa, 1209 6th Street, Nevada, IA 50201 ("Grantor") and ITC MIDWEST LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377 ("Grantee" enter into this option agreement ("Agreement") for an easement across land owned by Grantor on the attached Exhibit A located in the County of Story and the State of Iowa ("Premises"). The Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

## RECITALS

A. Grantor is the owner of the Premises.

B. Grantee desires to obtain an option for an easement for constructing, operating and maintaining a transmission line on, under, over, through and across an area of varying width located on the property within the shaded area depicted on Exhibit A (the "Easement Area"). The Easement Area shall be more particularly described in the survey to be obtained by Grantee pursuant to Section 3 of this Agreement;

NOW THEREFORE, in consideration of the sum of \$165.00 (One hundred sixty-five dollars and zero cents) (the "Initial Option Payment"), to be paid by Grantee to the Grantor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

## AGREEMENT

1. **Grant of Option.** Grantor hereby grants to Grantee the right and option ("Option") to obtain a non-exclusive easement on, under, over, through and across the Easement Area. The Initial Option Payment shall be made by Grantee to Grantor upon Grantor's execution of this Agreement.
2. **Exercise of Option.** The Option may be exercised in writing at any time within twelve (12) months after the date of this Agreement ("Initial Option Period"). Grantee shall not be required to exercise the Option. Grantee shall have the right to extend the Initial Option Period for one additional twelve (12) month-period (the "Extended Option Period") by providing written notice to Grantor on or before the last day of the Initial Option Period, together with an additional payment for the extension in the amount of \$165.00 (the "Option Extension Payment" and together with the Initial Option Payment, collectively, the "Option Payment"). The Initial Option Period and the Extended Option Period, as applicable, shall be collectively referred to in this Agreement as the "Option Period". The Option Period may be further extended by mutual agreement in writing of the Parties. Should Grantee fail to exercise this Option within the Option Period, all rights and privileges granted hereunder shall be deemed completely surrendered, this Agreement terminated, and Grantor shall retain the Option Payment, and no additional money shall be payable by either Party to the other.
3. **Grantee's License.** As of the date of this Agreement, Grantor grants to Grantee, its agents and employees a non-exclusive license (the "License") the right of ingress and egress over and across Premises to conduct such surveys, inspections and tests on the Easement Area as Grantee deems necessary, including but not limited to soil borings and environmental studies, to determine whether or not it wishes to exercise the Option granted herein. Grantee shall exercise its rights of ingress and egress via existing field roads and lanes, if any, otherwise by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion. Grantor grants to Grantee the right to construct a temporary road, at Grantee's sole expense, across the route used for ingress and egress, provided that upon the later of Grantee's determination that a temporary road is no longer

necessary and Grantor's request to remove, Grantee shall, to the extent reasonably practicable, restore any temporary road area to its condition at the time of entering into this Agreement. Grantee agrees to indemnify, defend, and hold Grantor harmless from any and all loss, claim, action, demand and liability relating to or arising out of Grantee's, or its agents', employees', representatives' or contractors' entry upon the Easement Area under this paragraph which may arise against Grantor. If Grantee determines, in its sole and absolute discretion, that the condition of the Premises is not acceptable to Grantee, then Grantee may, at any time prior to expiration of the Option Period, terminate this Agreement by giving Grantor written notice of termination, in which event neither party shall have any further liability hereunder.

4. **Damages and Repair.** Upon reasonable notice to Grantee that damage has occurred on the Premises, Grantor and Grantee shall work cooperatively to identify the damage and to determine the scope of repair or replacement work and/or amount of reimbursement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damages to the extent that such damage results from Grantor's negligence or willful misconduct. Consistent with Iowa Code and as provided in Grantee's most current damages statement, Grantee shall:
  - (i) re-grade, repair and restore, at Grantee's sole expense, any portions of the Premises damaged by Grantee in the exercise of any of Grantee's rights in this Agreement;
  - (ii) repair or replace, at Grantee's sole expense, any property damaged, including but not limited to any actual damage done to drain tiles or other farming equipment (collectively referred to as "Equipment") caused by Grantee's exercise of any of Grantee's rights under this Agreement. In lieu of the foregoing, Grantor may elect to undertake such repair or replacement of the Equipment and Grantee shall reimburse the Grantor for the actual and reasonable cost of such repair or replacement; and
  - (iii) upon Grantee's completion of construction, operation, maintenance, repair, reconstruction or use of the electric lines, Grantee shall reimburse Grantor, or the owner of the crops if different from the Grantor, for the value of any crops damaged by Grantee's exercise of any of Grantee's rights under this Agreement.
5. **Execution of Easement.** Upon the execution of this Agreement by Grantor, Grantor shall also execute and deliver the Overhang Easement to Grantee in the form attached hereto as Exhibit B (the "Easement"). Grantee agrees to hold the Easement in escrow and agrees not to record the Easement in the Office of the Recorder where the Easement Area is located until Grantee exercises the Option pursuant to Section 2 of this Agreement and, pays the Easement Payment to Grantor as set forth in Section 6 below. If Grantee exercises the Option, Grantee shall record the Easement with the County Recorder.
6. **Easement Consideration.** Should Grantee exercise this Option, Grantee shall, as consideration for the granting of the Easement described in Section 5, pay to Grantor the sum of \$1,650.00 (One thousand six hundred fifty dollars and zero cents) less the Option Payment, which amount shall be paid within thirty (30) days of the date of Grantee's notice to Grantor that Grantee is exercising the Option pursuant to Section 2 (the "Easement Consideration").
7. **Notification of Grant of Interest.** Grantor agrees to notify Grantee at least 10 days prior to granting any easement, lease, or other restriction on the use of the Premises or entering into any contract to sell all or a portion of the Premises. The rights to the Easement Payment as provided in Section 6 above belong to the Grantor, its successors and assigns. For Grantee to recognize any assignment of those rights to a subsequent purchaser of the Premises there must be a validly executed assignment of those rights by the Grantor(s)

and a copy of that assignment must be provided to Grantee before the Option is exercised.

8. **Notices.** Notice of the exercise of the Option shall be given by Grantee to the Grantor in writing by (1) certified mail, return receipt requested, or (2) overnight courier, provided the courier's regular business provides delivery service at the addresses set forth above. Notice shall be deemed effective on the date it is sent. The address for Grantor for purposes of such notice is as follows:

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City of Nevada, Iowa  
1209 6th Street  
Nevada, IA 50201

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Other notices pursuant to this agreement shall be sent by the United States Postal Service First Class mail to the Grantor at the above-listed address and to Grantee at:

ITC Midwest LLC  
Attn: Real Estate Manager  
123 Fifth Street SE  
Cedar Rapids, Iowa 52317

9. **Representations and Warranties.** Grantor represents and warrants to Grantee that it is the sole owner(s) of the Premises; that it holds the Premises by title in fee simple; that it has the full authority and power to grant the Easement to Grantee; and that the Premises are free and clear of all liens, encumbrances, claims and charges (including, but not limited to, judgment liens, judicial liens, mechanic's liens, harvester's liens, miner's liens, landlord's liens, attorney's liens, tax liens, and special assessments). Grantor covenants to warrant and defend the Premises and Easement against any liens and the lawful claims of all persons asserting, claiming or having any liens. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement.
10. **Integration/Severability.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Grantor and Grantee. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
11. **Captions.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
12. **Governing Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Iowa.
13. **Binding Effect.** This conveyance shall run with the land and shall be binding upon the parties' successors, personal representatives, heirs, and assigns.

14. **Memorandum of Option.** Grantor agrees to execute a Memorandum of this Agreement which Grantee may record with the appropriate Office of the Recorder in the County where the Easement Area is located. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of the term of the Option Period.

A

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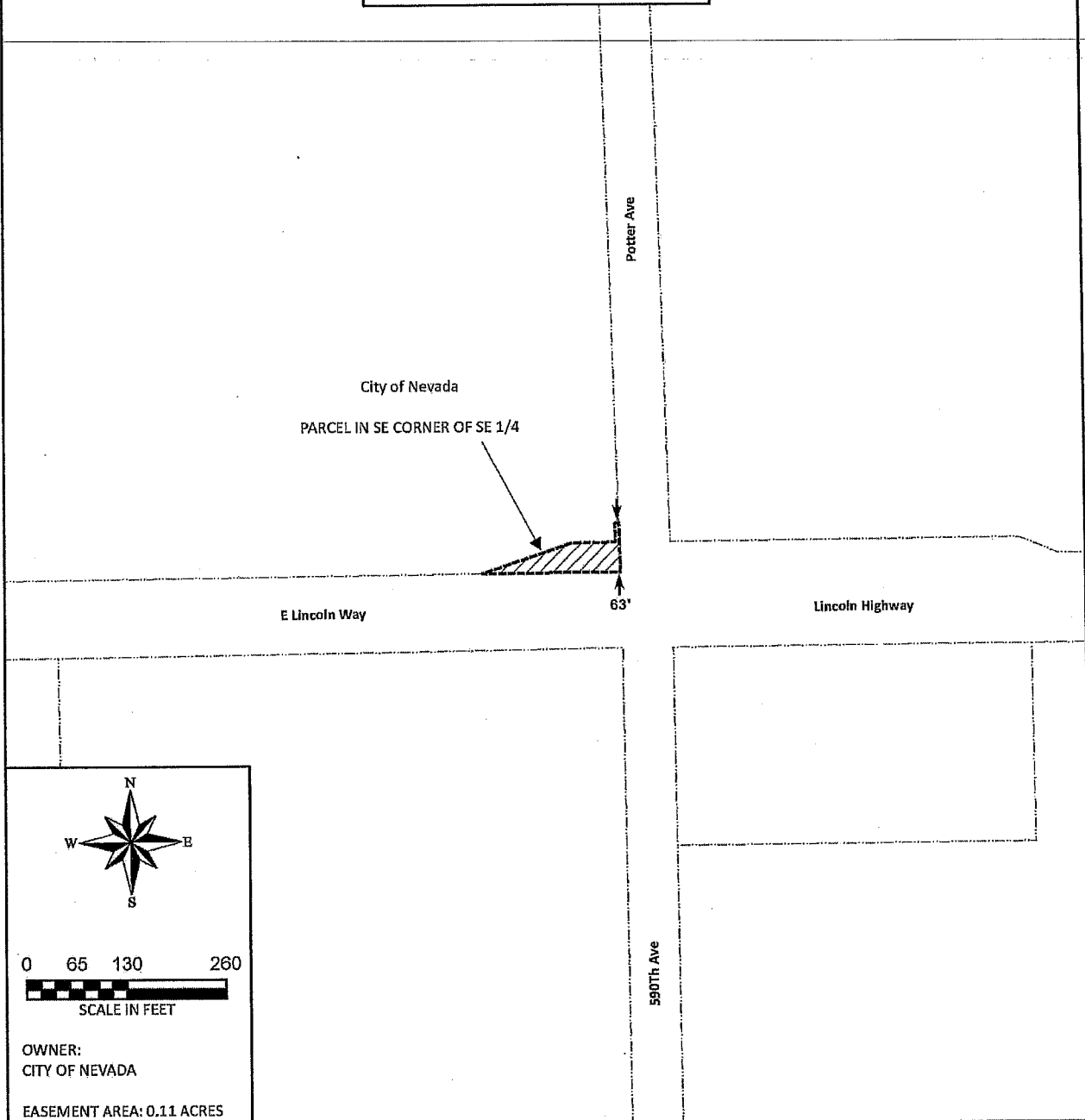
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**EXHIBIT A**  
 PARCEL IN SE CORNER OF SE 1/4  
 SEC 4-T83N-R23W  
 STORY COUNTY, IOWA



N  
W E  
S

0 65 130 260

SCALE IN FEET

OWNER:  
CITY OF NEVADA

EASEMENT AREA: 0.11 ACRES

JCG LAND SERVICES, INC.  
 1715 SOUTH G AVENUE  
 NEVADA, IOWA 50201  
 (515) 382-1698  
 www.jcgland.com

DRAWN: SHAWGO

PVIC - TELLER

SCALE: 1" = 175'

DATE: 11/6/2023

PROPERTY LINES

EXHIBIT AREA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

## **EXHIBIT B**

### **OVERHANG EASEMENT**

For good and other valuable consideration, the receipt of which is hereby acknowledged, **City of Nevada, Iowa**, 1209 6<sup>th</sup> Street, Nevada, IA 50201 ("Grantor"), does hereby warrant and convey unto ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, MI 48377 ("Grantee"), a perpetual non-exclusive overhang easement ("Easement") upon, over and across the "Easement Area" within the "Premises" as described below and shown on Exhibit A, together with all the rights and privileges for the full enjoyment or use thereof for the purpose described below.

Premises: Right of way located in the Southeast ¼ of the Southeast ¼ of Section 4, Township 83 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, more particularly described as follows: Beginning at the Southeast corner of the Southeast ¼ of the Southeast ¼ of said Section 4; thence, S89°43'23"W 214.57' along the South line of the Southeast ¼ of the Southeast ¼ of said Section 4; thence, N0°16'37"W 50.00' to the North right of way line of Lincoln Highway, as presently established, also being the point of beginning; thence, N72°00'00"E 124.84'; thence, N89°43'23"E 56.42'; thence, N1°04'21"W 25.00'; thence, N89°43'23"E 5.00' to the West right of way line of 590<sup>th</sup> Avenue, as presently established; thence, S1°04'21"E 63.00' along said West right of way line to the North right of way line of Lincoln Highway, as presently established; thence, S89°43'23"W 180.87' along said North right of way line to the point of beginning, containing 0.11 acres. Subject to easements and restrictions of record, if any.

Easement Area: See Exhibit A for Easement Area.

1. **Grant of Rights.** The Easement shall include the following rights:
  - (i) The right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove electric and telecommunication lines (but including no right or privilege to place poles, towers or other structures in contact with the ground within the premises described), for transmission and distribution of electricity, communications and all corporate purposes (the "Electric Lines");
  - (ii) The right to enter upon the Premises to conduct surveys, including environmental surveys, and soil engineering testing for the Electric Lines;

- (iii) The right to remove, cut, trim, destroy or otherwise control any or all trees, shrubs, bushes, or brush now or hereafter standing or growing upon or within the Easement Area, all at Grantee's sole and absolute discretion, together with the right to remove, cut, trim, destroy or otherwise control any or all trees, shrubs, bushes, or brush on the Premises that in the sole and absolute judgment of the Grantee may interfere with maintenance, operation, or use of the Electric Lines or which in falling might touch the Electric Lines; and
  - (iv) The right of ingress and egress over and across the Premises to the Easement Area for any of the Easement purposes stated herein, by means of existing field roads and lanes, if any, otherwise by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion, together with the right to construct a temporary road, at Grantee's sole expense, across the route used for ingress and egress, provided that upon the later of Grantee's determination that a temporary road is no longer necessary and Grantor's request to remove, Grantee shall, to the extent reasonably practicable, restore any temporary road area to its condition at the time of entering into this Agreement;
  - (v) Upon written notice to Grantor, the right to extend any or all of the rights granted in this Easement to another entity or person for purposes of constructing, reconstructing, operating, maintaining and removing the Electric Lines.
2. **Reserved Rights:** Grantor reserves the right to cultivate, use, install and maintain field tiles or other drainage apparatuses used for farming, and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein, provided that Grantor shall not perform any act which will interfere with or endanger the Electric Lines.
  3. **Survey.** For one hundred eighty (180) days after completion of construction of the transmission line, Grantee shall have the right, but not the obligation, to supplement Exhibit A with a new Exhibit A-1 that will show the exact size and location of the Easement Area as determined by survey of the legal description set forth above. The survey shall be in such form and content as is acceptable to Grantee in its sole discretion. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Easement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Easement, and to record or re-record such affidavit, amendment or Easement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Easement.
  4. **Damages and Repair.** Upon reasonable notice to Grantee that damage has occurred on the Premises, Grantor and Grantee shall work cooperatively to identify the damage and to determine the scope of repair or replacement work and/or amount of reimbursement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damages to the extent that such damage results from Grantor's negligence or willful misconduct. Consistent with Iowa Code and as provided in Grantee's most current damages statement, Grantee shall:
    - (i) re-grade, repair and restore, at Grantee's sole expense, any portions of the Premises damaged by Grantee in the exercise of any of Grantee's rights in this Easement;
    - (ii) repair or replace at Grantee's sole expense any property damaged, including but not limited to any actual damage done to drain tiles or other farming equipment (collectively referred to as "Equipment") caused by Grantee's exercise of any of Grantee's rights under this Easement. In lieu of the foregoing, Grantor may elect to undertake such repair or replacement of the Equipment and Grantee shall

reimburse the Grantor for the actual and reasonable cost of such repair or replacement.

- (iii) upon Grantee's completion of construction, operation, maintenance, repair, reconstruction or use of the Electric Lines, Grantee shall reimburse Grantor, or the owner of the crops if different from the Grantor, for the value of any crops damaged by Grantee's exercise of any of Grantee's rights under this Easement.

5. **Structures, Trees, Permitted Fences.** Grantor shall not erect any buildings, structures or other objects, permanent or temporary, (collectively referred to herein as "Structures") upon the Easement Area nor to perform any act which will interfere with or endanger the Electric Lines. Grantor further agrees not to plant any trees within the Easement Area without prior express written consent from Grantee, nor to perform any act which will interfere with or endanger the Electric Lines.

Grantee may remove, at its sole discretion, any existing Structures from the Easement Area. In addition, Grantee may remove, at its sole discretion, any prohibited future Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal. In the event a fence currently exists within the Easement Area as of the date of this Easement (each, a "Permitted Fence"), Grantee may: (1) install and maintain a gating system in the Permitted Fence, of Grantee's choice, in order to obtain access to the Easement Area for the purposes of construction and maintenance of the Electric Lines; and (2) cause such Permitted Fence to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fence to substantially the same condition as it existed prior to removal.

6. **Public Improvements.** Grantor further reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities and pipelines other than field tiles/drainage apparatuses for farming (hereinafter called "Public Improvements"), the portion of said Easement Area not occupied by the structures supporting Grantee's electric system, provided that said Public Improvements do not in the opinion of Grantee impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such Public Improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time. Grantor, its agents or successors must submit plans of Public Improvements or other installations within the Easement Area for review, compliance, and written consent by Grantee prior to installation of the proposed Public Improvements.
7. **Indemnification.** Grantee agrees to indemnify and hold Grantor, its employees, agents and representatives harmless against any loss, damage, injury or claims or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantee or its employees, agents or representatives in the Easement Area, but excluding any claims, damages, losses, liabilities or expenses to the extent caused by the willful misconduct or negligence of Grantor or Grantor's permittees
8. **Representations and Warranties.** Grantor represents and warrants to Grantee that it is the sole owner(s) of the Premises; that it holds the Premises by title in fee simple; that it has the full authority and power to grant the Easement to Grantee; and that the Premises are free and clear of all liens, encumbrances, claims and charges (including, but not limited to, judgment liens, judicial liens, mechanic's liens, harvester's liens, miner's liens, landlord's liens, attorney's liens, tax liens, and special assessments). Grantor covenants to warrant and defend the Premises and Easement against any liens and the lawful claims of all persons asserting, claiming or having any liens. Grantor hereby relinquishes all rights

of dower, homestead and distributive share in and to the Easement.

9. **Integration/Severability.** It is agreed and understood that this Easement contains all agreements, promises and understandings between Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Easement shall be void and ineffective unless made in writing signed by the Grantor and Grantee. In the event any provision of the Easement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Easement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Easement or to exercise any of its rights under the Easement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Easement, in law or in equity.
10. **Captions.** The captions contained in this Easement are inserted for convenience only and are not intended to be part of the Easement. They shall not affect or be utilized in the construction or interpretation of the Easement.
11. **Limited Use/Non-Use.** Limited use or non-use of the rights granted herein shall not prevent later use to the full extent herein conveyed.
12. **Perpetual Conveyance.** This conveyance shall be permanent, shall run with the land and shall be binding upon the parties' successors, personal representatives, heirs, and assigns.
- 13.

IN WITNESS WHEREOF, Grantor has executed and delivered this agreement and the agreement shall be dated as of the date of Grantor's execution of the agreement.

**GRANTOR:** City of Nevada, Iowa

\_\_\_\_\_

Print: \_\_\_\_\_

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

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

\_\_\_\_\_

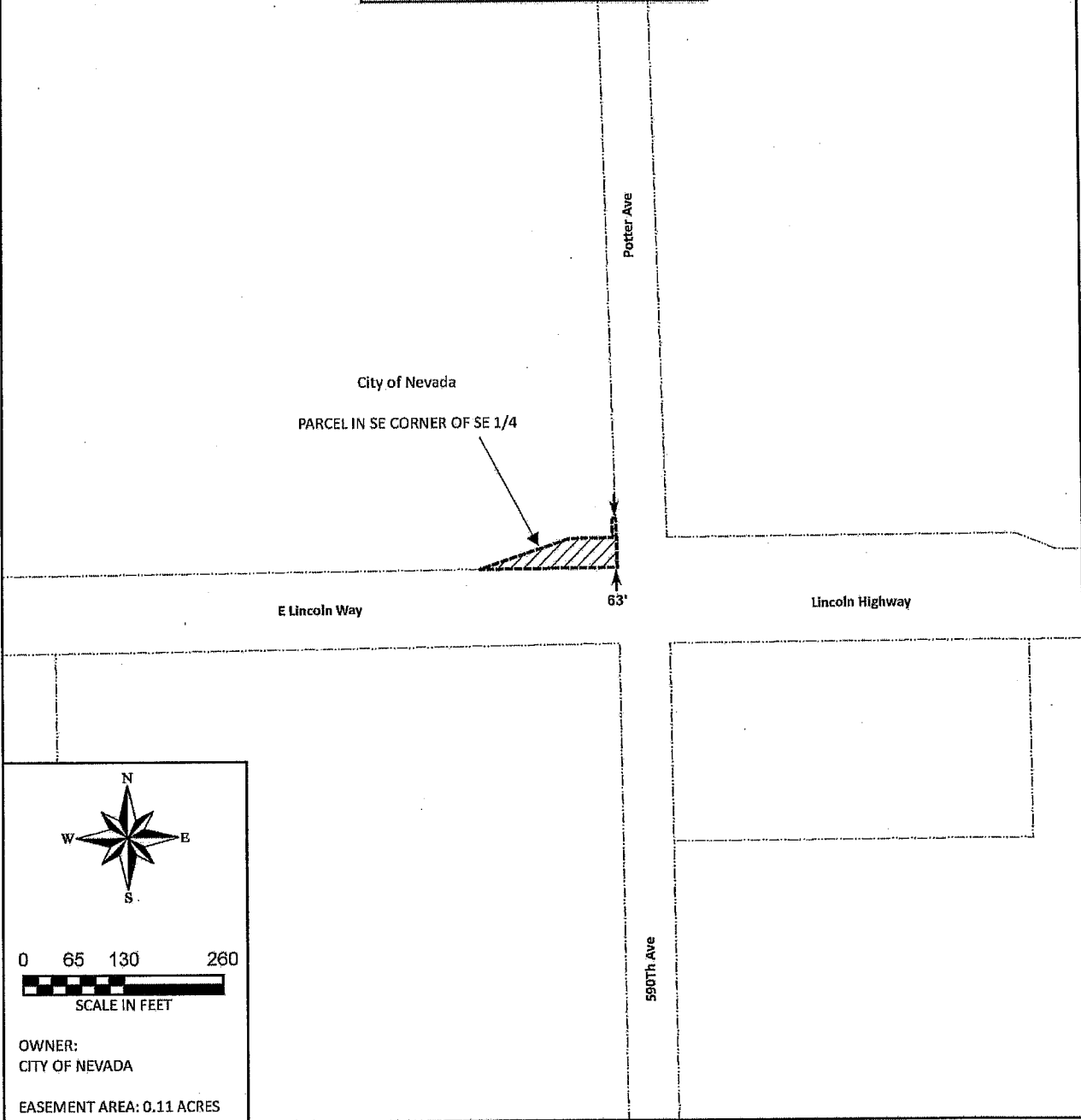
Print: \_\_\_\_\_

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

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



**EXHIBIT A**  
 PARCEL IN SE CORNER OF SE 1/4  
 SEC 4-T83N-R23W  
 STORY COUNTY, IOWA



0 65 130 260  
  
 SCALE IN FEET

OWNER:  
 CITY OF NEVADA

EASEMENT AREA: 0.11 ACRES

JCG LAND SERVICES, INC.  
 1715 SOUTH G AVENUE  
 NEVADA, IOWA 50201  
 (515) 382-1698  
 www.jcgland.com

DRAWN: SHAWGO  
 PVC - TELLER  
 SCALE: 1" = 175'  
 DATE: 11/6/2023

PROPERTY LINES  
 EXHIBIT AREA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

**EXHIBIT NOT TO SCALE**



# 8D

DATE: 05/28/24

## COUNCIL ACTION FORM

### AGENDA ITEM: Council Chambers AV System

#### **HISTORY:**

Our plans to upgrade the AV System in Council Chambers have identified it. There are more times than not where we have had issues during our meetings with sound and video and we are hoping to find a solution to eliminate this moving forward. City Staff has contacted several companies for the past year to complete this task for the Council Chambers. There were three initial companies and only two have responded with proposals. We have been mainly working with Embark as we believe they have the best solution but the upgrade to eliminate the problems we have been having.

#### **OPTIONS:**

1. Embark:
  - a. Hardware and Services: \$49,813.61  
There will be additional items purchased not included in the price above but these items the city will buy on our own as we believe we can find them for cheaper than what is being proposed
2. A+ Communications -\$72,871

#### **STAFF'S RECOMMENDED ACTION:**

Therefore, the recommendation of staff is for Council to approve Option 1, Embark Technologies. The cost breakdown is less than the other option shown and we will still be able to utilize the voting system if our website does not work the way it is intended to.



**We have prepared a quote for you**

**City of Nevada: Council Chambers AV System**

Quote # 063859  
Version 6

Prepared for:

**City of Nevada**

JORDAN COOK  
jcook@cityofnevadaiaowa.org



Phone: 866-440-1451  
Email: nate@embarkit.com  
www.embarkit.com

Friday, March 22, 2024

City of Nevada  
JORDAN COOK  
1209 6th Street  
Nevada, IA 50201  
jcook@cityofnevadaiaowa.org

Dear JORDAN,

Attached is the preliminary quotation based off the products/services you previously requested. Please confirm if the attached quote meets your expectations or if any revisions should be made.

We offer a couple different billing options in regards to our top of the line products/services such as outright purchases or the option of spreading out payments with our *As a Service* solutions, contact your Account Executive to discuss or for more information.

As a valued partner, we will guarantee the attached prices for 5 business days from the date of this proposal. We do urge you to confirm as soon as possible as special pricing and offers will expire.  
Looking forward to all our future endeavors together!

***\*Please Note: Shipping cost are estimated or not available at the time of quoting and do not take into account multiple, oversized packages, out of stock products, approval timelines or insurance. We do our best to estimate shipping costs in order to keep shipping costs as minimal as possible. Actual shipping charges will be calculated and added when your order is processed.***

Your valued technology partner,

Nate Tarr  
Technical Solutions Consultant  
EmbarkIT Inc



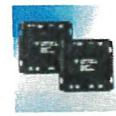


Phone: 866-440-1451

Email: nate@embarkit.com

www.embarkit.com






Council Chamber - Hardware & Services	Price	Qty	Ext. Price
New TV and Mounts ( provided By client )			
Wired Microphones ( provided By client ) Up to 10			
Wireless Microphones ( provided By client ) Up to 6			
City Clerk PC ( provided By client )			
AV Network Switch ( provided By client )			
Barco - Wireless Presentation devices ( provided By client )			
Amplifier + Speakers ( provided By client )			
Main front Side - Video Integration			
4K UHD Over IP Network Decoder Model: D4100 No fiber or 10-gigabit switch required Low-cost network switches are used Distribute 4K video over a Gigabit Ethernet network Unlimited distribution Any number and combination of inputs/outputs	\$850.00	2	\$1,700.00
Board Member monitors - Video Integration for 9 monitor Out - same signal in all of them			
Kramer 1:4 4K HDR HDMI DA - 1 x HDMI In - 4 x HDMI Out	\$483.21	3	\$1,449.63
Kramer VS-211XS2x1 4K HDR HDMI Intelligent Auto Sw Kramer VS-211XS2x1 4K HDR HDMI Intelligent Auto Switcher	\$412.50	9	\$3,712.50
4K UHD Over IP Network Decoder Model: D4100 No fiber or 10-gigabit switch required Low-cost network switches are used Distribute 4K video over a Gigabit Ethernet network Unlimited distribution Any number and combination of inputs/outputs	\$850.00	1	\$850.00
C2G 10ft (3m) High Speed HDMI Cable with Ethernet - 4K 60Hz - 10 ft HDMI A/V Cable for Monitor, Computer, Projector, Home Theater System, HDTV, Audio/Video Device - First End: 1 x HDMI 2.0 Digital Audio/Video - Male - Second End: 1 x HDMI 2.0 Digital Audi	\$9.74	2	\$19.48
C2G 6ft (1.8m) High Speed HDMI Cable with Ethernet - 4K 60Hz - 6 ft HDMI A/V Cable for Audio/Video Device, Home Theater System, HDTV, Computer, Projector, Monitor, Gaming Console, Blu-ray Player, PlayStation, Xbox, A/V Receiver, ... - First End: 1 x 19-pi	\$8.23	9	\$74.07














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Council Chamber - Hardware & Services		Price	Qty	Ext. Price
<b>C2G Core Series 3ft High Speed HDMI Cable with Ethernet - 4K HDMI Cable - HDMI 2.0 - 4K 60Hz - HDMI for Audio/Video Device - 3 ft - 1 x HDMI Digital Audio/Video - 1 x HDMI Digital Audio/Video</b> 		\$7.90	10	\$79.00
<b>C2G Core Series 1ft High Speed HDMI Cable with Ethernet - 4K HDMI Cable - HDMI 2.0 - 4K 60Hz - HDMI for Audio/Video Device - 1 ft - 1 x HDMI Digital Audio/Video - 1 x HDMI Digital Audio/Video</b> 		\$5.89	9	\$53.01
<b>Q-SYS peripheral providing control expansion with 4 serial communication I/O. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.</b>		\$390.00	2	\$780.00
<b>Audience Microphone Arrays</b>				
<b>LINEAR ARRAY MIC, WHITE, 4 FT</b> 		\$2,987.60	1	\$2,987.60
<b>The A710-TB Ceiling and Suspension Mount Kit allow</b> The A710-TB Ceiling and Suspension Mount Kit allows for easy installation of the MXA710 Linear Array Microphone with drop ceiling grids. Mount the microphone directly to the ceiling tiles, or suspend the microphone from the grid using the included cables.		\$103.93	1	\$103.93
<b>Core Processor + Licenses</b>				
<b>Unified Core with 24 local audio I/O channels, 128</b> 		\$3,608.57	1	\$3,608.57
Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.				
<b>Q-SYS Core 110 UCI Deployment Software License, Pe</b> Q-SYS Core 110 UCI Deployment Software License, Pe		\$201.43	1	\$201.43
<b>Q-SYS Core 110 Scripting Engine Software License,</b> Q-SYS Core 110 Scripting Engine Software License,		\$398.57	1	\$398.57
<b>Video Encoders - City Clerk, Podium and Wireless Presentation Device</b>				
<b>PacketAV Duet 2 Encoder</b> 		\$1,278.57	2	\$2,557.14
Visionary Solutions Duet2 Encoder - Poe 4K UHD Over-IP Cinema Quality Ultra-Low Latency Visually Lossless Switch Matrix Routable Encoder				





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Council Chamber - Hardware & Services		Price	Qty	Ext. Price
<b>A/V Encoder (Wall Plate), 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE; AES67/Dante, HDMI Only</b> 		\$1,535.71	1	\$1,535.71
<b>System Control</b>				
<b>"Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only"</b>  <p>The Q-SYS TSC Series Gen 3 are high-performance network touch screen controllers native to Q-SYS. Available in three sizes (5-inch, 7-inch, 10-inch), these PoE-capable (power over Ethernet) devices support a wide range of applications needing a fully</p>		\$1,632.86	1	\$1,632.86
<b>Table top mounting accessory for TSC-70W-G3 and TS</b> Table top mounting accessory for TSC-70W-G3 and TSC-101W-G3.		\$390.00	1	\$390.00
<b>PTZ Cameras</b>				
<b>Network camera with motorized PTZ, 12x optical zoom and 80° horizontal FoV</b>  <p>The Q-SYS NC Series PTZ conference cameras deliver high-quality video feeds natively to the Q-SYS Platform. The Q-SYS NC-12x80 and Q-SYS NC-20x60 both offer motorized pan, tilt, and zoom (PTZ) functionality to enable a more broad range of room layouts, si</p>		\$3,964.29	1	\$3,964.29
<b>Network camera with motorized PTZ, 20x optical zoom and 60° horizontal FoV</b> 		\$4,750.00	1	\$4,750.00
<b>Rack Hardware + Cabling</b>				
<b>Black Box CAT6 Shielded Keystone Jack w/ Universal Wiring - 1 x RJ-45 Keystone Female - Silver - TAA Compliant</b> 		\$7.84	12	\$94.08
<b>Black Box Cat.6 STP Bulk Cable - Bare Wire - Bare Wire - 1000ft - Green</b> 		\$396.00	2	\$792.00
<b>Tripp Lite Cat6a Snagless Shielded STP Patch Cable 10G, PoE, Black M/M 3ft - Category 6a for Network Device, Switch, Modem, Router, Hub, Patch Panel, VoIP Device, Camera - 1.25 GB/s - Patch Cable - 3 ft - 1 x RJ-45 Male Network - 1 x RJ-45 Male Network -</b> 		\$7.84	8	\$62.72







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Council Chamber - Hardware & Services	Price	Qty	Ext. Price
<b>Tripp Lite Cat6a Ethernet Cable 10G STP Snagless Shielded PoE M/M Black 6ft - 6 ft Category 6a Network Cable for Network Device, Switch, Hub, Patch Panel, Router, Modem, VoIP Device, Surveillance Camera, Server, PoE-enabled Device - First End: 1 x RJ-45 M</b> 	\$9.31	8	\$74.48
<b>Tripp Lite 12-Port 1U Rack-Mount Unshielded Blank Keystone/Multimedia Patch Panel RJ45 Ethernet USB HDMI Cat5e/6 - 12 Port(s) - 1U High - Black - 19" Wide - Rack-mountable</b> 	\$11.27	2	\$22.54
<b>Freight - Subject to change or be added of time of fulfillment</b> Freight - Subject to change or be added of time of fulfillment	\$300.00	1	\$300.00

<b>Council Chamber AV Tech Services</b>			
<b>Council Chamber AV Tech Services</b>	<b>\$17,620.00</b>	<b>1</b>	<b>\$17,620.00</b>
<b>Scope of Work</b>			

**Scope of Work (SOW)**

**Overview – Solution**

Embark, Inc. shall provide all design, labor, travel, material, software, supervision, programming and administration necessary to install an audio video upgrade in the Council Chamber in Nevada, Iowa.

**Description of the solution**

The system shall provide the end users with an easy to use system, full of features, all manageable through a simple user-friendly touch panel controller. The user interface will manage the system devices, allowing the end user to select different video sources, manage the audio system, the camera and all the components part of the AV system if necessary.

The QSC Q-SYS Solution provides the foundation components for your hybrid environment, capable of providing a great experience to onsite and remote participant. The solution provides complete flexibility and compatibility with any Computer based video conferencing solution and streaming platforms.

The end user can easily connect and present from a PC/laptop be using the video connections at the city Clerk desk and at the podium, as well as a connection to a client provided wireless device (Barco ClickShare)

The system includes the installation of dual 65 inch Displays . (client provided-Embark Installed) (RS232 capability required for Control with touch panel)

For the board members qty 9 - 21" monitors will be installed, these monitors will be contended to a system that allows 2 feeds (one at the time) to be displayed. One source will be the same feed that will be provided to the displays in the room. so everyone can see what it's presented in the room. Each Board member monitor will also be connected to it's own Chromebox device, connected to Wi-fi allowing board members to access website content including meeting agenda and voting website. ?The same monitor can be switch to provide board members with access to the Video Distribution system to see meeting presentations, etc..

Audio in the room shall be captured using a new wall mounted microphone array. as well as all existing wired and wireless





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**Council Chamber - Hardware & Services**

Price Qty Ext. Price

microphones.

The audio reinforcement system will consists of integration of existing audio amplifier and ceiling mounted room speakers. These speakers will be connected to the new audio Digital Signal Processor for audio distribution.

In addition to the audio-video system, the room shall integrate Two 1080P high definition PTZ camera to capture the room video, and with the DSP integrating the microphone and speakers, the new system shall be capable to provide the necessary resources for a video conference call, meeting or webinar and even internet streaming if necessary.

The end user should be able to connect to the system by using one of the three options. A HDMI (video only) wall plate (Podium), a HDMI and USB connection for City Clerk and a wireless presentation system.

The HDMI and USB connection will provide the end user connectivity for video presentations and access to the room resources for video conferencing or streaming system. Through the USB connection the end user will have access to the Camera, microphone and speakers for video conferencing or Streaming.

The end user will also be able to present to the system using the Barco CX system, by connecting a single USB-C cable, the end user will have access to the video display, the camera, the microphone and speaker system for any video conference call, web meeting or webinar.

Both Barco Click and Share system and the dedicated USB connection for the city Clerk will have access to the Camera, microphone and speakers for video conferencing at the same time. making this solution extremely flexible for any environment.

The system is based in the QSYS platform. Created from the ground-up, Q-SYS is a software-based platform built around an open IT-friendly ecosystem. It uniquely leverages the power of Intel processing, the robustness and mission critical reliability of a Linux operating system, and the interoperability of IEEE networking standards. This IT-centric layered approach allows QSC to easily migrate the Q-SYS Ecosystem to other Intel platforms as they introduce new, faster chipsets, and to other off-the-shelf hardware. Furthermore, its usage of IT standard protocols makes the Q-SYS Ecosystem highly extensible for future IT functions and platforms.

**Installation, integration, and configuration services:**

**Services:**

- Installation of displays and mounts
- Integration with existing audio system
- Installation and configuration of wall-mounted ceiling microphone array
- Installation and configuration of new Video Switcher/control and audio processor unit
- Installation of board member monitors, Chromebox and Video distribution system
- Integration of existing microphones
- Installation of new cameras
- Installation and configuration of network switch
- Installation of HDMI inputs
- Installation of touch panel for system control
  
- Demo of non-necessary components
- Installation of AV equipment in existing rack





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**Council Chamber - Hardware & Services**

Price Qty Ext. Price

- Programming and commissioning
- Training. Up to (1) session, up to 2 hours

**Project callouts:**

- Embark assumes proper and usable conduit pathways exist between council desk, city clerk desk, lectern and AV headend room
- Client will provide items detailed in the proposal

**Project exclusions:**

Embark will NOT perform any other services, except what is spelled out in this SOW.

All necessary electrical high voltage connections, receptacles, etc.

Patching and Painting, wall repair or ceiling tiles replacement

All work to be performed between 8am - 5pm Mon - Fri

All necessary conduit paths, wall penetration and wall reinforcement if applicable

Disposal of Existing components.

**Assumptions:**

Embark shall be granted uninterrupted access to the area for at least 7 business days to complete the project

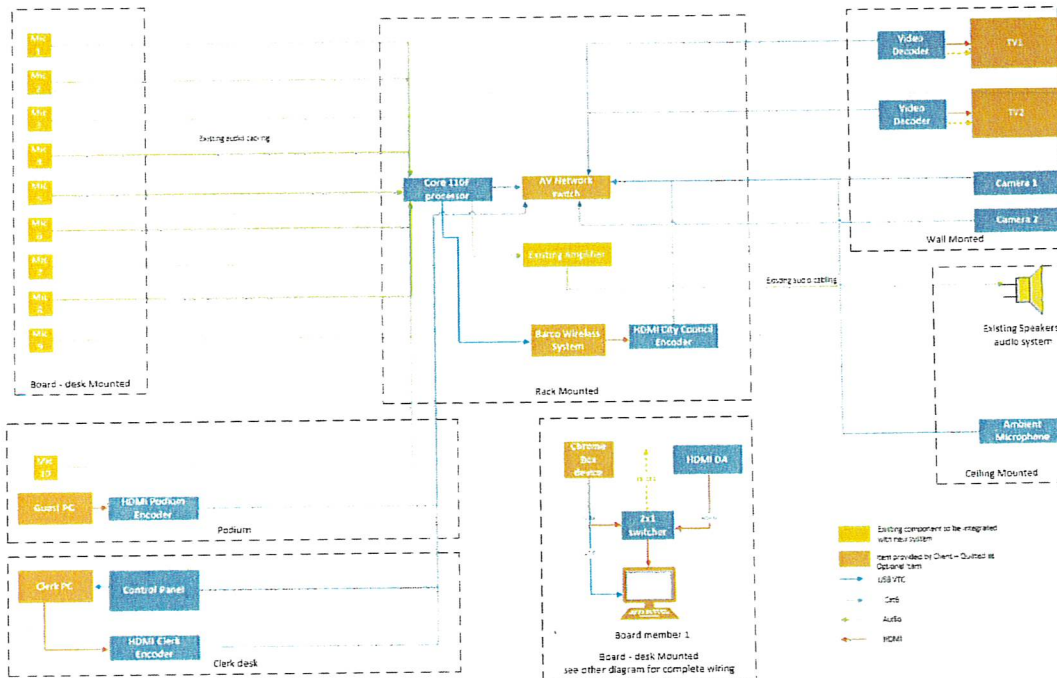
All work to be performed between 8am - 5pm Mon - Fri

Diagram

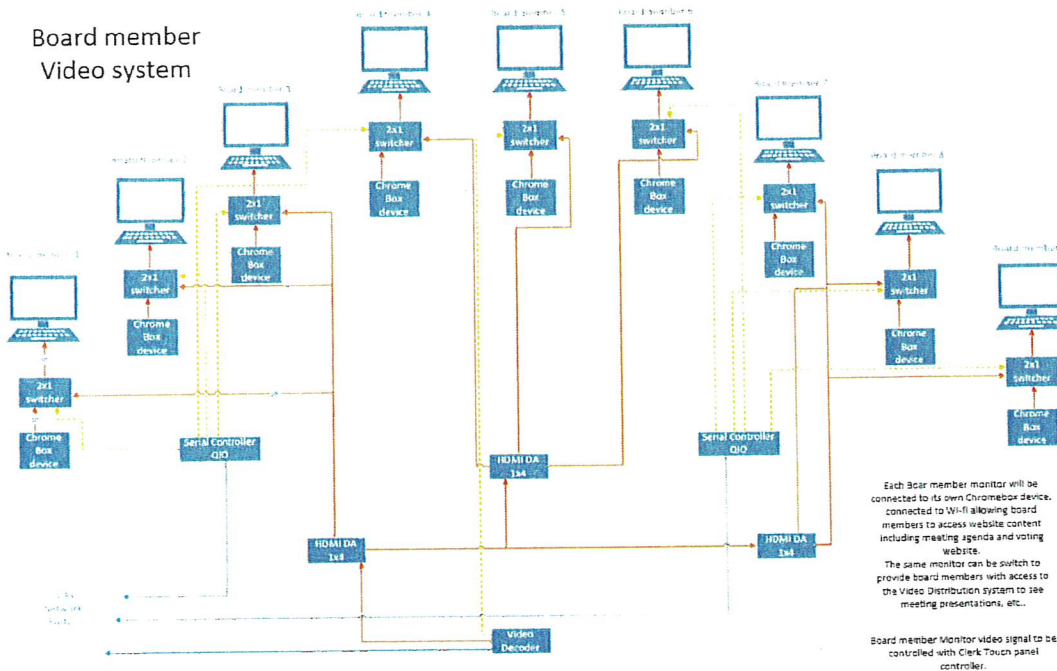


Council Chamber - Hardware & Services

Price Qty Ext. Price



Board member Video system



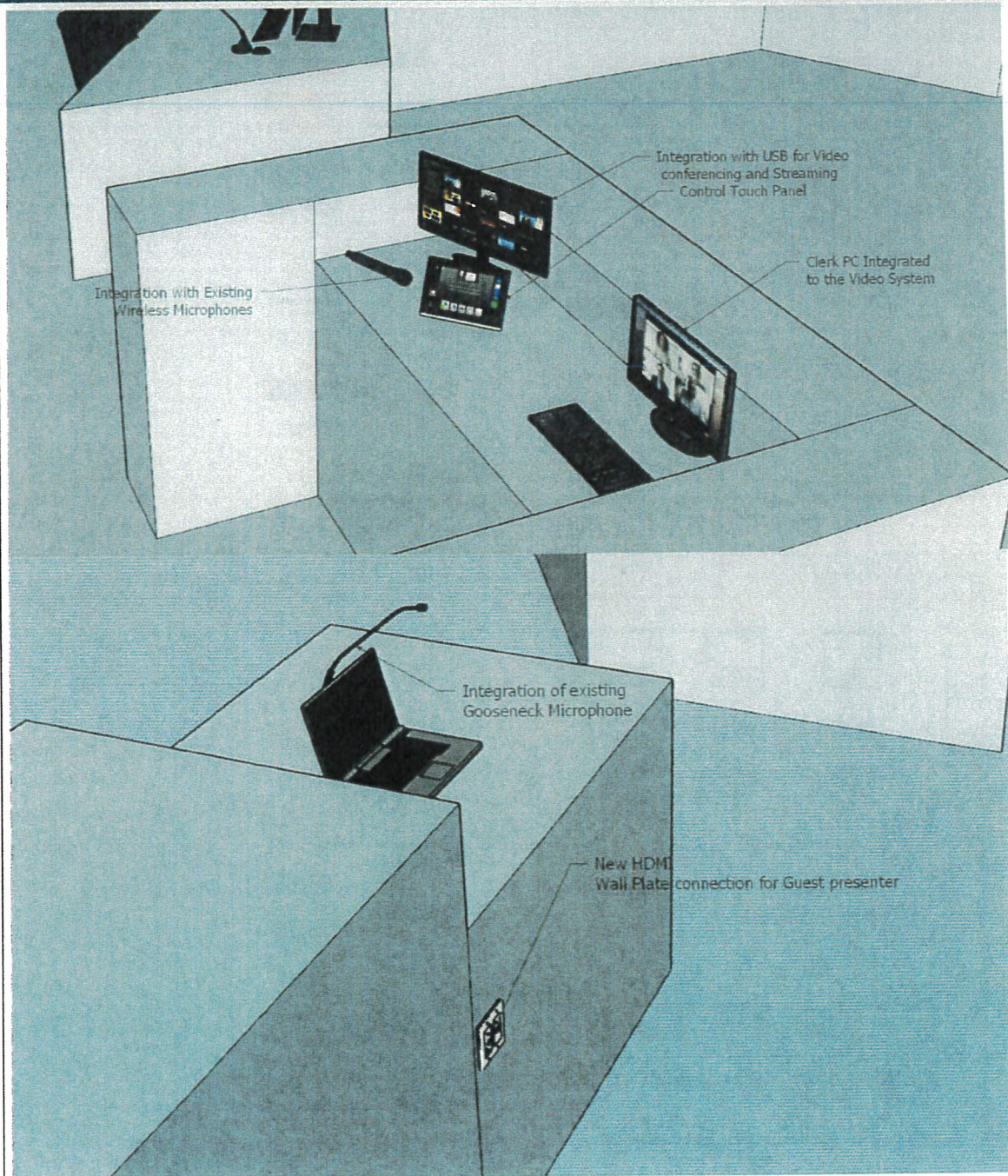




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Council Chamber - Hardware & Services

Price Qty Ext. Price







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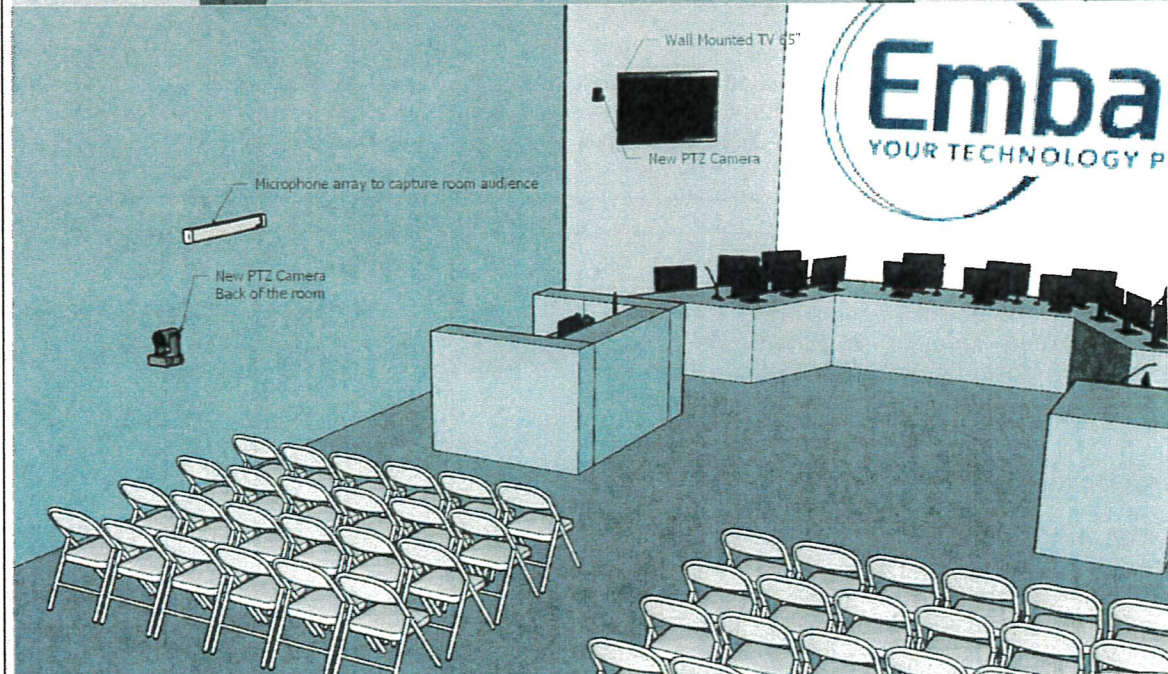
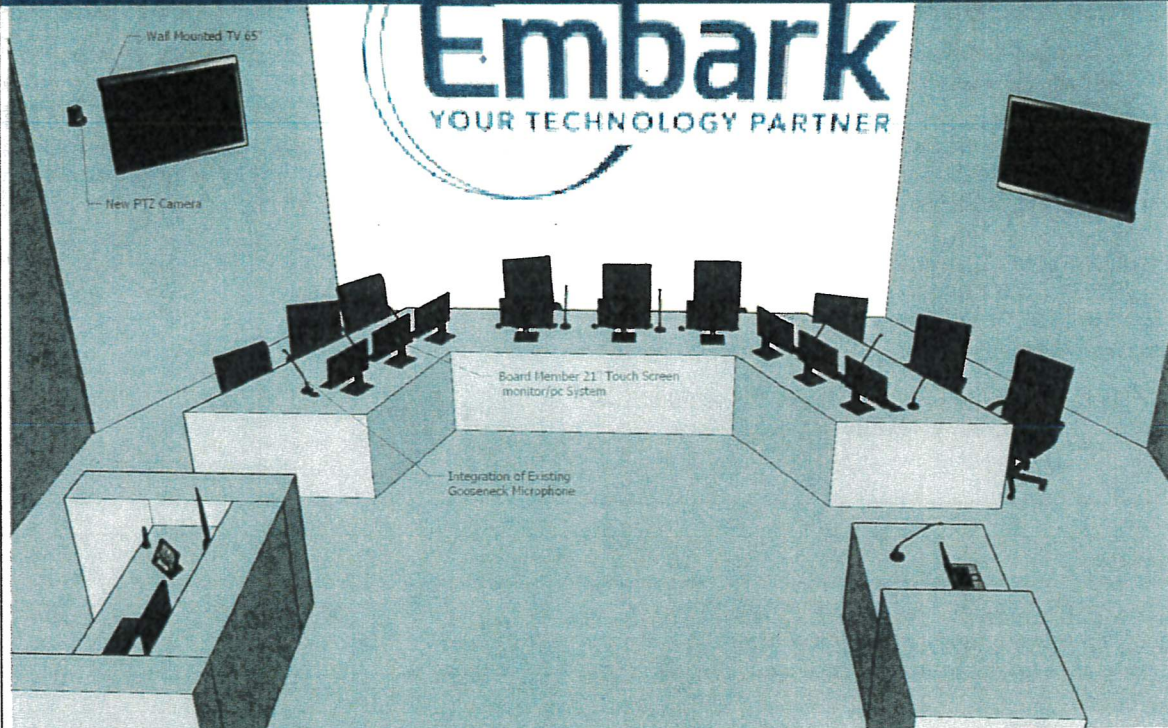
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Council Chamber - Hardware & Services

Price

Qty

Ext. Price













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Council Chamber - Hardware & Services	Price	Qty	Ext. Price
		Subtotal:	\$49,813.61

\* Contains Optional Items

Optional Items to be provided by Client	Price	Qty	Ext. Price
<b>Main front Side Digital Displays + Mounts</b>			
ViewSonic 65" 4K UHD Wireless Presentation Display 24/7 Commercial Display with Portrait Landscape, HDMI, USB, USB C, Wifi/BT Slot, RJ45 and RS232 - Commercial Display - 4K, 24/7 Operation, Integrated Software, 4GB RAM, 32GB Storage - 450	\$1,483.29	2*	\$2,966.58
			
Tripp Lite Display TV Wall Monitor Mount Swivel/Tilt 60" to 100" TVs / Monitors / Flat-Screens - 300 lb Load Capacity - Metal - Black	\$259.53	2*	\$519.06
			
<b>Board Memeber monitors</b>			
Asus 22" Class LCD Touchscreen Monitor - 16:9 - 5 ms - 21.5" Viewable - Capacitive - Multi-touch Screen - 1920 x 1080 - Full HD - 16.7 Million Colors - 250 Nit - LED Backlight - Speakers - HDMI - USB - VGA - 1 x HDMI In - Black - 3 Year	\$277.70	9*	\$2,499.30
			
<b>ChromeBox</b>			
Acer CX14-I38G Chromebox - Intel Core i3 10th Gen i3-10110U Dual-core (2 Core) 2.10 GHz - 8 GB RAM DDR4 SDRAM - 128 GB Flash Memory Capacity - ChromeOS - Intel UHD Graphics - IEEE 802.11ax - 90 W	\$576.76	9*	\$5,190.84
			
<b>AV Network Switch</b>			
Netgear M4250-26G4XF-PoE+ AV Line Managed Switch - 24 Ports - Manageable - 3 Layer Supported - Modular - 46.80 W Power Consumption - 480 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U High - Rack-mountable, Table Top - Lifetime Limited Warran	\$2,011.98	1*	\$2,011.98
			
<b>Barco - Wireless Presentation devices</b>			
Barco ClickShare CX-20 Gen2 - US Version With 1 Button - For Meeting Room, Video Conferencing, Huddle Space - 3840 x 2160 Video (Live) - 4K UHD - 1 x Network (RJ-45) x HDMI OutVideo Output - USB - Gigabit Ethernet - Wireless LAN - Standalone - TAA Complia	\$2,197.31	1*	\$2,197.31
			
<b>Other</b>			



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\* Contains Optional Items

Optional Items to be provided by Client	Price	Qty	Ext. Price
Freight - Subject to change or be added of time of fulfillment - Please add if you need the Displays	\$250.00	1*	\$250.00
Freight - Subject to change or be added of time of fulfillment			
* Optional Subtotal:			\$15,635.07





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## City of Nevada: Council Chambers AV System

**Prepared by:**

**EmbarkIT Inc**

Nate Tarr  
5154401451  
nate@embarkit.com

**Prepared for:**

**City of Nevada**

1209 6th Street  
Nevada, IA 50201  
JORDAN COOK  
(515) 382-5466  
jcook@cityofnevadaiaowa.org

**Quote Information:**

**Quote #: 063859**

Version: 6  
Delivery Date: 03/22/2024  
Expiration Date: 04/15/2024

### Quote Summary

Description	Amount
Council Chamber - Hardware & Services	\$49,813.61
<b>Total:</b>	<b>\$49,813.61</b>

### \*Optional Expenses

Description	One-Time
Optional Items to be provided by Client	\$15,635.07
<b>Optional Subtotal:</b>	<b>\$15,635.07</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Please note, in lieu of the impending tariffs, all quotes are only good for 24 hours. When paying by credit card there will be a 4% finance charge added to the invoiced total.

**EmbarkIT Inc**

**City of Nevada**

Signature: \_\_\_\_\_

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

Nate Tarr

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

Technical Solutions Consultant

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

03/22/2024

Signature: \_\_\_\_\_

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

JORDAN COOK

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





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## Terms

### Terms and Conditions

If Customer has a Master Sale, Purchase or similar Agreement (MSA) or Document of Terms & Conditions

This Proposal is being provided for immediate acceptance by Customer and constitutes an **unconditional offer** by Embarck IT, Inc., ("Embarck") to sell the products ("Equipment") and/or services set forth herein on the terms and conditions of such MSA or Document of Terms and Conditions. If Customer does NOT have an MSA or Document of Terms & Conditions This Proposal constitutes an **unconditional offer** by Embarck IT, Inc., ("Embarck") to sell the products ("Equipment") and/or services set forth herein on the following terms and conditions:

(1) **Payment:** The sale price set forth herein ("Sale Price") shall be paid by Customer in advance of shipment. If payment is not made when due, Customer agrees to pay a late charge of 1.5% per month on the amount due, or the highest rate permitted by law, whichever is lower.

(2) **Delivery:** Risk of damage to or loss of the Equipment shall pass to Customer upon shipment. Customer agrees to pay EMBARK's customary Shipping Charge in effect at the time of this Proposal for the type of equipment which is the subject hereof. EMBARK shall use reasonable efforts to meet the confirmed delivery date. If EMBARK shall fail to make delivery within ten (10) business days of such date for reasons other than Customer's fault or circumstances beyond EMBARK's reasonable control, then Customer's only remedy shall be the right to terminate this contract in writing whereupon EMBARK shall refund any payments which it has received from Customer hereunder.

(3) **Taxes:** Customer will be responsible for the payment of all applicable taxes, fees, levies, imposts, duties, withholdings or other charges (including any interest and penalties thereon), if any, imposed by any taxing authorities by reason of the sale and delivery set forth herein. The Sale Price does not include any such taxes, fees, levies, imposts, duties, withholdings or other charges, unless otherwise stated above. If Customer is exempt from sales tax, a duly executed resale certificate shall be delivered to EMBARK for the State where delivery takes place.

(4) **Warranty:** Customer will have the benefit of all applicable manufacturer warranties. **EXCEPT AS AFORESAID, EMBARK MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(5) **Miscellaneous:** This Proposal sets forth the entire understanding and agreement between EMBARK and Customer and no representation, warranty or statement that is not set forth herein shall be binding upon EMBARK unless in writing and signed by EMBARK. No deletions, strikethroughs or other changes made by Customer herein, and no additional terms or amendments, including any additional or inconsistent terms or conditions made by Customer herein or in any Customer purchase order, acknowledgment or similar document, are acceptable to EMBARK unless and until expressly agreed to in writing by the parties, and EMBARK hereby gives Customer notice of objection to any such changes, additional terms or amendments. **In no event shall EMBARK be liable for any indirect, special or consequential damages, nor shall EMBARK be liable for any damages resulting from any delay in shipment due to causes beyond EMBARK's control. The total liability of EMBARK for any claim (including tort) shall in no event exceed the amount paid by the Customer to EMBARK for the applicable Equipment that is the subject of the claim.** EMBARK reserves a purchase money security interest in the Equipment to secure payment of the Sale Price. In the event either party takes any action seeking to enforce an obligation of the other party hereunder, the non-prevailing party shall be responsible for the payment of all court costs and reasonable attorneys' fees incurred by the prevailing party in such action. The information contained in this Proposal is proprietary and confidential and Customer agrees to protect and maintain such confidentiality and use this information for internal business purposes only.

(6) **Acceptance:** This Proposal is being provided for immediate acceptance by Customer.

Acceptance may be made by signing in the space provided herein. Any other action taken by Customer which indicates a willingness to purchase the Equipment and/or services set forth herein may be relied upon by EMBARK as Customer's acceptance, including without limitation, the issuance of a purchase order. Upon acceptance, this Proposal shall become a binding contract on the terms set forth herein. Upon such acceptance, this Proposal shall be sent to EMBARK's West Des Moines sales office, 1854 Fuller Rd, West Des Moines IA 50265.



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Email: [nate@embarkit.com](mailto:nate@embarkit.com)

[www.embarkit.com](http://www.embarkit.com)

(7) Please note, in lieu of the impending tariffs, all quotes are only good for 24 hours.



**A+ Communications & Security/**

**Home Solutions**

Phone: 515-645-2345

Fax: 515-645-2340

5609 NE 22nd Street

Des Moines, IA 50313



COMMUNICATIONS & SECURITY

**Quote**

No.: **20420**

Date: 3/20/2023

Prepared for:  
JORDAN COOK (515) 382-5466

Prepared by: Dan Scar  
Account No.: 15067

CITY OF NEVADA  
1209 6TH STREET  
NEVADA, IA 50201 U.S.A.

Quantity	Item ID	Description	UOM	Sell	Total
<b>CITY COUNCIL CHAMBERS - AUDIO VIDEO UPDATE</b>					
2	35028	SAMSUNG 65" COMMERCIAL 4K DISPLAY (VQB65B)	EA	\$1,081.00	\$2,162.00
1	3364	DYNACORD 2 X 950W DSP POWER AMPLIFIER WITH FIR DRIVE (C1800FDI-US)	EA	\$869.00	\$869.00
3	1913	SYMETRIX RADIUS NX 12X8 (AEC-2 80-0149)	EA	\$3,155.00	\$9,465.00
1	34376	RTI CONTROL SYSTEM CENTRAL PROCESSOR (RTI-XP6S)	EA	\$647.00	\$647.00
1.00	MATLS	RTI 8" TOUCHSCREEN CONTROL PANEL (KA8)	EA	\$1,005.00	\$1,005.00
1	35050	VADDIO EASYIP MIXER (999-60320-000)	EA	\$2,250.00	\$2,250.00
2	35024	VADDIO EASYIP CONFERENCE CAMERA - WHITE (999-30230-000W)	EA	\$3,400.00	\$6,800.00
1.00	MATLS	SHURE ADVANCED CEILING ARRAY MICROPHONE (MXA920W-S)	EA	\$3,939.00	\$3,939.00
1.00	MATLS	SHURE MXA NETWORK MUTE BUTTON (MXA-NMB)	EA	\$370.00	\$370.00
1.00	MATLS	SHURE CARDIOID GOOSENECK MICROPHONE (MX418S/C)	EA	\$235.00	\$235.00
1.00	MATLS	SHURE SHOCK MOUNT (A400SM)	EA	\$25.00	\$25.00
2.00	MATLS	SHURE 4-CHANNEL WIRELESS MIC RECEIVER (ULXD4Q-G50)	EA	\$5,647.00	\$11,294.00
1.00	MATLS	SHURE 1-CHANNEL WIRELESS MICROPHONE RECEIVER (ULXD4-G50)	EA	\$987.00	\$987.00
9.00	MATLS	SHURE WIRELESS GOOSENECK BASE (ULXD8-G50)	EA	\$484.00	\$4,356.00
9.00	MATLS	SHURE 5" CARDIOD GOOSENECK MICROPHONE (MX405LP/C)	EA	\$220.00	\$1,980.00
1.00	MATLS	SHURE 8-BAY CHARGING DOCK STATION (SBC850-US)	EA	\$994.00	\$994.00
1.00	MATLS	SHURE SINGLE-BAY CHARGING DOCK STATION (SBC250-US)	EA	\$417.00	\$417.00
1.00	MATLS	SHURE ANTENNA SPLITTER/COMBINER KIT	EA	\$313.00	\$313.00
1.00	MATLS	BLUSTREAM ADVANCED WIRELESS PRESENTATION SWITCH (AMF41W)	EA	\$1,300.00	\$1,300.00
1.00	MATLS	BLUSTREAM ADVANCED CONTROL MODULE (ACM200)	EA	\$298.00	\$298.00
3.00	MATLS	BLUSTREAM HD VIDEO RECEIVER (IP50HD-RX)	EA	\$375.00	\$1,125.00
2.00	MATLS	BLUSTREAM HD VIDEO TRANSMITTER (IP50HD-TX)	EA	\$375.00	\$750.00
2	34782	CHIEF MEDIUM FUSION TILT WALL MOUNT (MTM1U)	EA	\$160.00	\$320.00

# City Administrators Report

May 8-22, 2024

## Tornado

This was tragic, fortunately, we did not see any damage in the city limits of Nevada. Unfortunately, there was quite a bit of damage on the outskirts. Ray provided a count of 42 properties affected with 4 total houses being flattened or moved. We have opened the northwest portion of the new wastewater site for tree debris and will be working on getting a permit to burn the pile.

## 19<sup>th</sup> street trail

Bids came in and will be set to approve, the lowest bid was for a total contract price of approximately 400k. This is a good price considering the original was proposed to be \$1.5 million.

## Railroad

I have updated the sections on the document they have requested for the update and Ryan has sent everything off to FRA, IDOT, and UP. We certified the letters so we will know when they are received.

## WW plant

We did see some damage at the new plant. Fortunately, the plant is not "owned" by the city so we will not have to file a claim under our insurance. We have yet to accept the project so WBCI will be taking care of the damages. WBCI should be capable of getting everything fixed or replaced before the lift station is complete. When I spoke with the contractor today, they mentioned the insurance adjuster will be here on Thursday to assess the damages. It appears to be cosmetic rather than structural, which is good but they have not finished the overall assessment of the building. I will provide updates when I have more information. From what I saw, the roofs will need to be replaced, there is some damage to the exterior of both tin buildings but WBCI still believes everything is operational.

## School Zones

This is on the agenda for the first reading.

## AV System Council Chambers

This is currently on the agenda

## GeoTab

We have ordered and are waiting for the shipment to arrive.

## Trailside

As noted, the first house has been built in the development and is waiting for the garage to be constructed. There should be additional houses starting shortly. We have received plans already for this to happen.

## Northview

The final plat has been submitted and HR Green is reviewing.

## Burke

Our work session with Burke will take place at our next council meeting on Tuesday the 28<sup>th</sup>.

## 4<sup>th</sup> Graders

The Mayor, Joe, Chris, Erin, and I went to Central Elementary School last week to speak with the 4th-grade classes and provide a little show-and-tell of city equipment. I think their favorite part was seeing some of the equipment and vehicles.

## Storage Containers/Conex containers

There has been talk with other communities that have seen an influx of storage containers coming into communities. There have been some places where ordinances have been put in place. The two I am aware of are Humboldt and Decorah. I am wondering if there is any interest in doing so here. This has been a topic of discussion in the past but am asking for more feedback from the council before I start this.

**Merchant McIntyre**

I spoke with this firm; they specialize in getting grants for communities on various projects. I will be speaking with staff to see if this is of any interest. There is a monthly retainer and is costly, but would pay off if we were rewarded grants for the projects. They specialize in a lot of different areas. The areas I would like to utilize them in would be trails, water infrastructure, and police.

**AEDC**

Met with Greg Piklapp who works for AEDC and discussed issues about funding certain projects. He will be going to Washinton DC and talking about what Congress can do to help with funding for future projects or suggestions on grants that may provide a little relief while constructing or tearing down.

**Upper Story Grants**

Emily, Andrew Collings, and I met with property owners downtown to gauge interest on applying for an upper-story grant for downtown. Three people showed up, one person is interested in applying, but the other two parties are interested in the Façade grant.

**MONTHLY/WEEKLY STANDING MEETINGS**

- IaCMA Professional Development meeting
- IAMU Board meeting
- Wastewater progress meetings
- Nevada Foundation



**STAFF MEETING AGENDA**

**May 20, 2024**

- a. City Administrator
- B. Old Business**
  - a. City Administrator
    - i. Geotabs-on order
    - ii. West Industrial Park
    - iii. East Industrial/Commercial Park
    - iv. Trails
    - v. Streets projects
    - vi. Mainstreet Golf outing
    - vii. Housing
    - viii. Burke Agreements
    - ix. Open Lots
      - 1. Fawcett Parkway

For: May 28, 2024 Council Meeting

To: Mayor  
Nevada City Council  
City Administrator

From: Erin Coughlin, Library Director

### Nevada Public Library Council Report

- We've ended our Summer Learning Challenge sponsorship campaign and have raised \$5300 to fund summer reading. See the attached photo for sponsors and be sure to thank them! We've also gotten coupons from great local businesses including Subway, Bricktown, Starbuck's, Casey's, Texas Roadhouse, Sweet & Savory, Pool Passes from Parks & Rec, Blank Park Zoo Passes, and iCubs tickets. Dog-Eared Books in Ames donated gift certificates and swag for our teen prizes.
- Building Maintenance – with our fax line being ported to American Business phones, we had to install a cellular dialer on our fire alarm panel. We had Marshalltown Alarms complete this and we are going to run on a 6 month contract for inspections and alarm monitoring with them until we can get all city departments on the same contract. I was incredibly impressed with Bill from Marshalltown Alarms and his ability to prioritize us when our building alarms were no longer being monitored.
- We have had a few more leaks in our roof with the rain. Central States has assured me that there are voids in the membrane due to the cracks in the skylights and we plan to replace those in FY 2025 to hopefully solve the roof problems.
- Three of our high school clerks graduated and will be working their last days in the next few weeks and we've hired three new clerks who have started training. Congratulate Hayden Check, Kaelyn Banks, and Aloria Cornelius if you see them, and welcome Dexter Walker, Cameron Spence, and Becky Buteau to the library!
- I've been accepted to be part of the Association of Rural and Small Libraries Leadership Institute. With this, I'll be doing a lot of work training to become a better library leader, engaging with other library leaders across the country for approximately five hours a month of activities; I'll also be able to attend the 2024 and 2025 ARSL Conferences which are in September. This year it's in Massachusetts. All fees, lodging, flights, etc. are paid for by the ARSL. Finally, I'll complete a Leadership Project at the library.
- Library board members each plan to attend at least 1 council meeting per year so there is always a representative at the council meetings; Emily Fulton will be there on May 28<sup>th</sup> if you have any questions for her. We'd love to have a council member attend our board meetings as well so we can have a strong and lasting relationship between the city and library.

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LIBRARY BOARD OF TRUSTEES MONDAY, APRIL 15, 2024, 5:00 P.M.

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Vice Chairperson Theresa Presley presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, April 15, 2024 at 5:00 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Emily Fulton, Priscilla Gammon, Lynn Lathrop, Tim McLaughlin, Theresa Presley, and James Woodard. Absent: Allison Severson (arrived at 5:05 p.m.).

Others in attendance were Library Director Erin Coughlin, and Donna Mosinski.

Motion by Board Member Tim McLaughlin, seconded by Board Member Emily Fulton, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: McLaughlin, Fulton, Gammon, Lathrop, Presley, and Woodard. Nays: None. Vice Chairperson Theresa Presley declared the motion carried.

There was no one present who wished to address the Board at this time.

Motion by Board Member Tim McLaughlin, seconded by Board Member Priscilla Gammon, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the March 18, 2024 regular meeting
- (2) Approve April 2024 **claims** totaling \$14,799.35 (see attached list)
- (3) Accept and place on file the Director's **memo** dated April 12, 2024
- (4) Accept and place on file March 2024 financial report

The roll being called, the following named board members voted. Ayes: McLaughlin, Gammon, Lathrop, Presley, Woodard, and Fulton. Nays: None. Vice Chairperson Theresa Presley declared the motion carried.

Motion by Board Member Tim McLaughlin, seconded by Board Member Lynn Lathrop, to approve the Enrich Iowa Agreement FY25. The roll being called, the following named members voted. Ayes: McLaughlin, Lathrop, Presley, Woodard, Fulton, and Gammon. Nays: None. Vice Chairperson Theresa Presley declared the motion carried.

Allison arrived at 5:05 p.m. during the discussion of the Storage Policy.

Motion by Board Member Tim McLaughlin, seconded by Board Member Emily Fulton, to approve the Storage Policy. The roll being called, the following named members voted. Ayes: McLaughlin, Fulton, Gammon, Lathrop, Presley, Severson, and Woodard. Nays: None. Vice Chairperson Theresa Presley declared the motion carried.

Allison Severson took over the meeting.



Motion by Board Member Tim McLaughlin, seconded by Board Member Lynn Lathrop, to take the adjustment for 001-410-6551 off of the Library Budget Amendment proposal. The roll being called, the following named members voted. Ayes: McLaughlin, Lathrop, Presley, Severson, Woodard, Fulton, and Gammon. Nays: None. Chairperson Allison Severson declared the motion carried.

Motion by Board Member Tim McLaughlin, seconded by Board Member Theresa Presley, to approve the Budget Amendments for FY24 for line-item budgets for 182-411-6551 and 810-410-6310. The roll being called, the following named members voted. Ayes: McLaughlin, Presley, Severson, Woodard, Fulton, Gammon, and Lathrop. Nays: None. Chairperson Allison Severson declared the motion carried.

Erin gave an update on the bills going through the State Legislature.

Library Director Erin Coughlin reported on:

- The chairlifts are installed and there is a three-year maintenance plan for them.
- Emily Holm has started part-time and will be full-time in June.
- There are three student intern clerks leaving soon and applications are being accepted to replace them.
- The National Library Week programs were successful.
- Staff has raised \$4500 for the Summer Learning Program.
- The Staff Development Day was very productive. Staff reviewed the Strategic Plan and came up with six priorities.
- A patron would like to donate a subscription for a magazine. The gift committee will review and it will be on the next agenda.

For Continuing Education, Erin reviewed the ALA's report titled State of America's Libraries 2024. The discussion was for 19 minutes.

The next meeting will be held at 5:00 p.m. Monday, May 20, 2024.

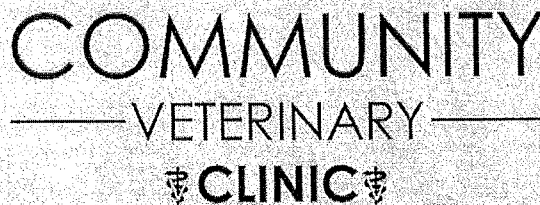
There being no further business to come before the Board, it was moved by Board Member Lynn Lathrop, seconded by Board Member Tim McLaughlin, to *adjourn the meeting*. The roll being called, the following board members voted. Ayes: Lathrop, McLaughlin, Presley, Severson, Woodard, Fulton, and Gammon. Nays: None. Chairperson Allison Severson declared the motion carried. At 6:09 p.m. she adjourned the meeting.

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Marsha Hegland  
Angelo Stefani

