

COPY



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, FEBRUARY 10, 2025 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

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

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

Webinar ID: 851 5957 2027 Password: 287321

****If you would like to speak through Zoom regarding an agenda item or during public forum prior arrangements are REQUIRED. Written documents may also be submitted. Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, February 10, 2025***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on January 27, 2025
 - B. Approve Payment of Cash Disbursements, including Check Numbers 87804-87877 and Electronic Numbers 1831-1840 (Inclusive) Totaling \$416,476.13 (See attached list) and the First Interstate Card Purchases for the January 19, 2024 Statement, total \$2,121.67
 - C. Approve 2025 Story County Agreement for the "Our Nevada" Newsletter
 - D. Approve Renewal of Class B Retail Alcohol License for DOLGENCORP, LLC d/b/a/ Dollar General #1536, 1705 South B Avenue, Effective March 1, 2025
 - E. Approve Tax Abatement
 1. Permit #BP2024-0023, 615 Academy Circle, New Home

2. Permit #BP2024-0022, 1936 6th Street, Addition

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

6. OLD BUSINESS

- A. Ordinance No. 1064 (2024/2025): An Ordinance Amending the Zoning Map of the City of Nevada, Iowa by Rezoning the Property at 630 6th Street, from R-3 (Urban Family Dwelling District) to R-4 (Multiple Family Dwelling District), second reading
- B. Ordinance No. 1065 (2024/2025): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, second reading
- C. Approve Pay Request No. 40 for WWTF Improvements – Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$175,143.47
- D. Approve Pay Request No. 33 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$0.00
- E. Resolution No. 065 (2024/2025): A Resolution Approving Computer Software and Services Contract between the City of Nevada, Iowa and Civic Systems, LLC

7. NEW BUSINESS

- A. Approve Amendment to Master Agreement, Oak Park Estates Trail up to \$30,000.00
- B. Ordinance No. 1066 (2024/2025): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code to add Snow and Ice Emergencies, first reading

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

9. ADJOURN

The agenda was posted on the official bulletin board on February 6, 2025, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2024-2025\2025-02-10.DOC

PUBLIC NOTICE

There will be a Council Budget Work Session on Monday, February 10, 2025, immediately following the Regular City Council Meeting in the Council Chambers of Nevada City Hall, 1209 6th Street, Nevada, Iowa to review the proposed Fiscal Year 2025/2026 budget.

There will be no action of the council taken.

<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



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, FEBRUARY 10, 2025 – 6:00 P.M.

6. OLD BUSINESS

- A. Ordinance No. 1064 (2024/2025): An Ordinance Amending the Zoning Map of the City of Nevada, Iowa by Rezoning the Property at 630 6th Street, from R-3 (Urban Family Dwelling District) to R-4 (Multiple Family Dwelling District), second reading
Enclosed you shall find the second reading to rezone property at 630 6th Street. There is also a brief overview of the Capstone Group prior to the ordinance.
- B. Ordinance No. 1065 (2024/2025): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, second reading
Enclosed you shall find the second for Ordinance No. 1065 reading.
- C. Approve Pay Request No. 40 for WWTF Improvements – Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$175,143.47
Enclosed you shall find the pay request and engineer's recommendation.
- D. Approve Pay Request No. 33 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$0.00
Enclosed you shall find the pay request and engineer's recommendation.
- E. Resolution No. 065 (2024/2025): A Resolution Approving Computer Software and Services Contract between the City of Nevada, Iowa and Civic Systems, LLC
Enclosed you shall find the resolution approving the contract for new accounting software for the Admin Office with Civic Systems. The City Attorney has requested a few revisions. If there are any further changes those will be noted Monday night.

7. NEW BUSINESS

- A. Approve Amendment to Master Agreement, Oak Park Estates Trail up to \$30,000.00
Enclosed you shall find the amendment for engineering services concerning Oak Park Estates Trail.
- B. Ordinance No. 1066 (2024/2025): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code to add Snow and Ice Emergencies, first reading
Enclosed you shall find the first reading for the Snow Ordinance that is currently in place; however, this update allows for the addition of ice.

NEVADA CITY COUNCIL – MONDAY, JANUARY 27, 2025 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brian Hanson, convened the meeting at 6:00 p.m. on Monday, January 27, 2025, 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, Dane Neilson, Jason Sampson, Steve Skaggs. Absent: Sandy Ehrig.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Marlys Barker, Tim Hansen, Joe Mousel, Ryan Hutton, Brandon Mickelson, Sean Seymour, Emily Holm.

Also in attendance were: Brenda Dryer, Zhi Chen, Andrew Collings, Kelly Johnson, Brian Johnson, Jim Samuelson, Andy Kelly, Dean Rogers, Kathy Solko-Manternach, Jim Axline, Steve Manternach, Jordan Hadaway, Ryan Condon, Luke Spence, Jim Myhre, Dorian Myhre.

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, Muschick, Corbin, Neilson. Nay: None. The Mayor declared the motion carried.

4. PUBLIC HEARING(S)

A. Rezoning of 630 6th Street

1. Public Hearing –

At 6:02 p.m. Mayor Hanson announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **January 16, 2025**. The public hearing is **to rezone the property at 630 6th Street**.

Property owners Kathy Solko-Manternach, Dean Rogers, and Jim Myhre expressed concerns with the rezoning. Andy Kelly provided additional comments.

There were **no written objections** to the aforementioned recommendation. Public hearing closed at 6:33 p.m.

2. Ordinance No. 1064 (2024/2025): An Ordinance Amending the Zoning Map of the City of Nevada, Iowa by Rezoning the Property at 630 6th Street, from R-3 (Urban Family Dwelling District) to R-4 (Multiple Family Dwelling District), first reading

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve Ordinance No. 1064 (2024/2025), first reading.** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Muschick. Nay: Corbin. The Mayor declared the motion carried.

B. Community Development and Housing Needs Assessment

1. Public Hearing –

At 6:53 p.m. Mayor Hanson announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **January 16, 2025.** The public hearing is **for the proposed CDBG Community Development and Housing Needs Assessment.**

Andrew Collings read a brief statement and gave some additional information regarding the Housing Needs Assessment.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:57 p.m.

2. Resolution No. 061 (2024/2025): A Resolution Adopting a Community Development and Housing Needs Assessment

Motion by Dane Nealson, seconded by Henry Corbin, to **adopt Resolution No. 061 (2024/2025).** After due consideration and discussion the roll was called. Aye: Nealson, Corbin, Sampson, Skaggs, Muschick. Nay: None. The Mayor declared the motion carried.

C. CDBG Downtown Revitalization Application

1. Public Hearing –

At 6:58 p.m. Mayor Hanson announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **January 16, 2025.** The public hearing is **for the proposed grant application for the Community Development Block Grant (CDBG).**

Andrew Collings read a brief statement and gave some additional information regarding the CDBG Grant for downtown facades.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 7:02 p.m.

2. Resolution No. 062 (2024/2025): A Resolution to Approve Grant Application and Funding Commitment of a Community Development Block Grant

Motion by Melissa Muschick, seconded by Dane Nealson, to **adopt Resolution No. 062 (2024/2025).** After due consideration and discussion the roll was called. Aye: Muschick, Nealson, Sampson, Skaggs, Corbin. Nay: None. The Mayor declared the motion carried.

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

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on January 13, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 87738-87802 and Electronic Numbers 1819-1830 (Inclusive) Totaling \$ 399,113.46 (See attached list)
- C. Approve Financial Reports for Month of December, 2024
- D. Resolution No. 063 (2024/2025): A Resolution to Enter into a 28E Agreement with Story County for the Provision of Dispatch and Jail Services for FY2025/2026
- E. Approve Story County Emergency Management Commission 2025 Membership Appointments.
- F. Approve Provider Agreements for 2025 with NEDC, Main Street Nevada, Nevada Community School District, and Story County Medical Center for the "Our Nevada" Newsletter
- G. Notification to City Council of the Iowa Department of Transportation (DOT) Proposed Project Letting at US 30 from I35 to the UPRR bridge near Nevada

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

6. NEW BUSINESS

- A. Resolution No. 064 (2024/2025): A Resolution Approving Development Agreement between Nevada Economic Development Council, Nearly New Consignments and City of Nevada, Iowa for Nevada Small Business Grant

Motion by Henry Corbin, seconded by Melissa Muschick, to **adopt Resolution No. 064 (2024/2025).** After due consideration and discussion the roll was called. Aye: Corbin, Muschick, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- B. Ordinance No. 1065 (2024/2025): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, first reading

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve Ordinance No. 1065 (2024/2025), first reading.** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Muschick, Corbin. Nay: None. The Mayor declared the motion carried.

- C. Approve Purchase of Financial Accounting Software for the Administration Department

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve the proposal from Civic Systems for Financial Accounting Software for the Administration Department at a price of \$101,995.00.** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Muschick, Corbin. Nay: None. The Mayor declared the motion carried.

- D. Approve Purchase of two Dump Trucks for Nevada Public Works

Motion by Jason Sampson, seconded by Melissa Muschick, to **approve the quote from Ascendance Truck Centers for two 2026 International Dump Trucks for a Total Price (including trade-in) of \$417,351.00.** After due consideration and discussion the roll was called. Aye: Sampson, Muschick, Corbin, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

- E. Approve NEW Fiscal Year 2024/2025 Retail Cigarette/Tobacco Sales and Use Permit for Sundown Liquor & Groceries, Effective January 27, 2025 through June 30, 2025

Motion by Steve Skaggs, seconded by Jason Sampson, to **approve NEW Fiscal Year 2024/2025 Retail Cigarette/Tobacco Sales and Use Permit for Sundown Liquor & Groceries, Effective January 27, 2025 through June 30, 2025.** After due consideration and discussion the roll was called. Aye: Skaggs, Sampson, Muschick, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

7. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to **adjourn the meeting.** Following voice vote, the Mayor declared the motion carried at 7:25 p.m. the meeting adjourned.

Brian Hanson, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
 CLAMS REPORT FOR FEBRUARY 10, 2025
 01/28/25 THRU 2/10/25

VENDOR	REFERENCE	AMOUNT	CHECK #
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	1,883.95	1831
WAGeworks	FSA 2024 PMTS	1,918.25	1832
ALLIANT	ALL-UTILITIES	7,710.27	87804
NEVADA JOURNAL	CH-SUBSCRIPTION	30.30	87805
NEVADA POSTMASTER	UTILITY BILLING POSTAGE	6,000.00	87806
IA IRRIGATION	PKM-SCORE IRRIGATION WINTER	572.00	87807
WINDSTREAM	ALL-UTILITIES	280.97	87808
MENARDS	WTR-TAPCONS/GARAGE KIT	60.66	87809
T-MOBILE	ALL-GEOTABS	123.90	87810
ACCESS SYSTEMS	ALL-COPIER LEASE	683.94	87811
CENTRAL IA BROADBAND	SCORE-INTERNET SVC	375.00	87812
NEARLY NEW	BUS GRANT PROG SPLIT	2,500.00	87813
CITY OF NEVADA, MO UTILITYBILL	HEARTLAND UTIL PMTS	2,641.71	87817
WELLMARK	HEALTH 2/2025	34,205.53	87814
DELTA DENTAL OF IA	DENTAL 2/2025	3,742.28	87815
FIDELITY SECURITY LIFE	VISION 2/2025	1,004.38	87816
WAGeworks	FSA 2024 PMTS	816.28	1833
TREASURER STATE OF IA	SALES TAX 1/2025	11,648.54	1834
TREASURER STATE OF IA	WET 1/2025	9,262.23	1835
EMPLOYEE BENEFIT SYSTEMS	SELF FUNDING FEES	259.00	1840
EFTPS	FED/FICA TAX	28,499.70	1836
HUTTON, RYAN	HSA	320.84	1837
SYDNES, KELLAN	HSA	50.00	1838
CORNISH, DEVIN	HSA	50.00	1839
MISSION SQUARE	DEFERRED COMP	715.00	87819
COLLECTION SERVICES CENTER	CHILD SUPPORT	342.45	87820
CENTRAL IA DIST	FH-SUPPLIES	451.00	87821
HAWKINS INC	WTR-AZONE 15	3,542.18	87822
ALLIANT	ALL-UTILITIES	25,342.41	87823
MARTIN MARIETTA AGG	WTR-GRAVEL	3,833.08	87824
PRATT SANI INC	ALL-GARBAGE SVC	926.12	87825
VAN WALL EQUIP	PKM/STS-JD3039R TRACTOR LEASE/FILTEF	3,652.77	87826
CAPITAL SANI SUPPLY	FH-SUPPLIES	257.03	87827
ELECTRIC PUMP	WTR-RPR	1,070.75	87828
HACH COMPANY	WTR-CHEMICALS	2,252.10	87829
VOID	VOID	975.50	87830
MECHANICAL COMFORT	WTR-REPAIR	360.00	87831
GOOD AND QUICK	PD-#2 RPR	2,294.32	87832
LESTER REFRIGERATION	FH-COOLER RPR	309.00	87833
ZIEGLER	CH-GENERATOR	2,995.73	87834
STOREY KENWORTHY	WTR/WWT-ENVELOPES	2,365.68	87835
IA COMMUNITIES ASSURANC	WTR/WWT/TORT-ADD INSURANCE	7,854.00	87836
GALLS, LLC	PD-NAMETAG	15.60	87837
NEVADA HARDWARE	WTR-SUPPLIES	754.66	87838
IA LAW ENFORCEMENT ACAD	PD-MEYER/MORPHEW ILEA	10,350.00	87839
STAPLES	ALL-SUPPLIES	434.20	87840
WINDSTREAM	PD/SC-DISPATCH LINE/PHONES	123.02	87841
INTERSTATE ALL BATTERY	FH/WTR/WWT-BATTERY	289.65	87842
CONTINENTAL RESEARCH CO	WTR-GREASE	218.64	87843

HR GREEN	WWTF IMPTOV PH3 CPS	42,312.58	87844
BRICK GENTRY PC	ALL/WWT/BURKE-LEGAL	6,548.75	87845
SIGLER CO.	NEWSLETTER	2,602.68	87846
MISSISSIPPI LIME	WTR-QUICKLIME	11,568.47	87847
WILLIAMSON ELECT	4PLX-BATHROOM ELEC RPR	572.23	87848
SCHINDLER ELEVATOR	CH-ELEV BATTERY	1,818.01	87849
PHYSCHOLOGY ASSOC PLLC	PD-WALLESER EVAL	375.00	87850
NEVADA SENIORS	WTR/WWT-UTILTIY BILLS	225.00	87851
QUADIENT	P&Z-EXTRA POSTAGE	500.00	87852
QUADIENT	ADM-METER	111.00	87853
THE CTK GROUP	PD-SEYMOUR TRNG	1,000.00	87854
KRUCK P & H CO	CH/IT-AIR HANDLER REPLACEMENT	23,714.76	87855
BOUND TREE MEDICAL	EMS-MEDICAL SUPPLIES	781.76	87856
MYERS, LAURA	PD-DAVIDSON POLYGRAPH	350.00	87857
MENARDS	FD-SUPPLIES	193.08	87858
HAWKEYE COMM COLLEGE	EMS-CEU AGREEMENT FEES 2025	275.00	87859
JMT TRUCKING	WTR-TRUCKING	1,006.33	87860
BLACKBIRD DESIGN	STS-SIGNAGE	606.95	87861
SALTECH SYSTEMS	WEB HOSTING	59.95	87862
ASTRA SECURITY	FH-SECURITY	641.50	87863
JEO CONSULTING GROUP	SPLASHPAD	21,350.00	87864
FIRSTNET	PD-COMPUTERS	412.70	87865
RANGEMASTERS	PD-MORPHEW UNIFORM	907.33	87866
DUEKER, BRITTANY	DUEKER ILA MEMB	56.00	87867
AMAZON	ALL-SUPPLIES	1,515.20	87868
VORM, ADDISYN	REC-CIRL BBALL TRNY REF	120.00	87869
RECDESK LLC	FH-RECDESK SUBSCRIPTION	7,140.00	87870
DAKOTA SUPPLY GROUP	WTR-METER RPR SLEEVES	680.16	87871
VORM, MATAYA	REC-CIRL BBAL TRNY REF	180.00	87872
WESSELS, RYAN	REC-CIRL BBAL TRNY REF	300.00	87873
LAWLER, JAMISON	REC-CIRL BBALL TRNY REF	330.00	87874
KIEFER USA	FH-TURF RPR	10,010.00	87875
WALLESER, NICK	PD-MEAL REIMB	20.74	87876
CAHILL, BRIDGET	REC-CIRL BBALL TRNY REF	300.00	87877
	Accounts Payable Total	324,949.80	
	Payroll Checks	91,526.33	
	***** REPORT TOTAL *****	416,476.13	

GENERAL	132,088.91
ROAD USE TAX	20,239.36
LOCAL OPTION SALES TAX	9,208.25
SC/FIELDHOUSE	10,651.50
SPLASHPAD PROJECT	21,350.00
2024 CIP STS IMPROV PROJ	57.75
WATER	59,708.67
SEWER	49,541.98
SEWER CAP IMP PROJECT	42,545.83
LANDFILL/GARBAGE	55.66
STORM WATER	75.71
REVOLVING FUND	32,128.50
FLEX BENEFIT REVOLVING	2,734.53
HEALTH INS, SELF FUND	36,089.48
TOTAL FUNDS	416,476.13

Vendor # 1170

20250205

Electronic Pymt #

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 2/10/2025 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
12/30/2024	Crown Awards	Rec, Medals	132.59	14380785	001-471-6599
1/16/2025	Canva	Rec, Baseball/Softball	29.85	04398-68273319	001-470-6599
		Rec, Basketball	29.85	04398-68273319	001-471-6599
		Rec, Volleyball	29.85	04398-68273319	001-472-6599
		Rec, Flag Football	29.85	04398-68273319	001-473-6599
1/16/2025	SSU Services	Rec, CIRL	32.00	20250116	001-477-6599
1/16/2025	SSU Services	Rec, CIRL	24.00	20250116	001-477-6599
1/21/2025	Credit - Rewards Points Redeemed	POOL	-187.50	1529550170	001-435-6398
		ADM	-187.50		001-620-6240
		CA	-187.50		001-613-6240
		WTR	-187.50		600-811-6474
		WWT	-187.50		610-816-6479
		STS	-187.50		110-210-6504
		LIB	-187.50		001-410-6310
		PSD	-187.50		001-110-6599
1/22/2025	IPRA	POOL, Training	145.00	5508	001-435-6240
1/23/2025	Crown Awards	Rec, Basketball Medals	227.13	14447354	001-471-6599
1/23/2025	Credit Voucher (Crown Awards)	Rec, Basketball Medals	11.14	14447354	001-471-6599
1/25/2025	Playtime Scheduler	Rec, Scheduling	35.00	20250124	001-460-6599
1/24/2025	Wufoo	Reck/Pool, Applications	169.00	4492288	001-430-6491
1/1/2025	Go Daddy	ADM, Website/Emails	21.97	3499981157	121-613-6431
1/12/2025	Sangoma	Water Plant	31.05	0808403	600-811-6373
		Wastewater PI	31.05		610-816-6373
		Library	31.05		001-410-6373
		Fire Dept	31.05		001-150-6373
		Police Dept	31.05		001-110-6373
		ST Dept	31.05		110-210-6373
		City Hall	31.05		001-620-6373
		Cemetery	31.06		001-450-6373
		Parks Mnt	31.06		001-431-6373
1/19/2025	Zoom	ADM, Website	76.78	INV289497220	121-613-6431
1/9/2025	Navigate360	PSD, Certification	749.00	H8NULLBWC24	001-110-6240
1/5/2025	Twilio	ADM, Website	11.32	20250104	121-613-6431
1/6/2025	PRIME Membership	FH	43.62		001-460-6599
		REC	43.62		001-440-6599
		ADM	43.62		001-620-6599
		PSD	43.62		001-110-6599
		LIB	43.63		001-410-6599
		STS	43.63		110-210-6599
		WRT	43.63		600-811-6599
		WWT	43.63		610-816-6599
1/7/2025	DMACC	WWT, Training - Rasmusson	625.00	DCE303955188190	610-816-6240
1/7/2025	DMACC	WWT, Training - Gibson	625.00	DCE303981188211	610-816-6240
1/7/2025	Twilio	ADM, Website	11.15	20250116	001-613-6431

2,121.67

POSTING & PAYMENT DATE:

January 19, 2025

City Administrator

.Provider Agreement—Newsletter

THIS AGREEMENT is entered into by and between Story County, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and the City of Nevada, Iowa, hereinafter referred to as “Provider”, whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.

1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 1. Incorporate content from Story County into Provider’s monthly print publication *Our Nevada* as follows:
 - a. Monthly as a full color, one page with no advertising; and
 - b. Two times annually (April and September tentatively) the front cover along with the monthly page with no advertising.
 2. Print-ready files with content will come from the County Staff to the Provider.
2. COMPENSATION. County will pay \$2,900.00 for fiscal year 2026, payable in two installments of \$1,450.00 each upon receipt of invoices from the Provider on or about July 1, 2025 and December 1, 2025.
3. REQUIREMENTS. County and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. County and Provider assures that no person shall be on the grounds race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this Agreement by the Provider.
4. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the ____ day of December, 2024 through December 31, 2025. Either party may terminate this Agreement effective immediately for their convenience.
5. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
6. INDEPENDENT CONTRACTOR. It is understood, and the Provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that

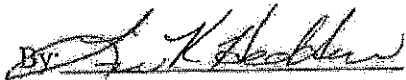
Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

7. **APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.** This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this Agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and any referenced attachments constitute the entire contract for this specific project of the parties hereto and supersedes any prior agreement between the parties for this specific service.

STORY COUNTY, IOWA
(County)

CITY OF NEVADA, IOWA
(Provider)

By: 

By: _____

Title: Chair

Title: City Administrator

Dated: 1-28-25

Dated: _____

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the Feb 10, 2025 Council Agenda

Business Name Dollar General #1536 Phone Number _____

Address 1705 South B Ave

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.

2/4/25
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

no orders



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
DOLGENCORP, LLC	Dollar General #1536	(615) 855-4000

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1705 South B Avenue		Nevada	Story	50201

MAILING ADDRESS	CITY	STATE	ZIP
100 Mission Ridge	Goodlettsville	Tennessee	37072

Contact Person

NAME	PHONE	EMAIL
Tax Dept	(615) 855-4000	tax-beerandwinelicense@dollargeneral.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000154	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 1, 2025	Feb 28, 2026	

SUB-PERMITS
Class B Retail Alcohol License



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Zachary Brining	Goodlettsville	Tennessee	37072	LLC Manager	0.00	Yes
Emily Taylor	Goodlettsville	Tennessee	37072	LLC Manager	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Tax Abatement List

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	<u>Address</u>
1) Thomas	Steven & Sharon	BP2024-0023	615 Academy Circle (New Home)
2) Tendall	Roger & Valerie	BP2024-0022	1936 6 th Street (Addition)

Erin Mousel

From: Jordan Cook
Sent: Tuesday, February 4, 2025 2:44 PM
To: Erin Mousel; Kerin Wright
Subject: FW: Capstone overview for Council Packets

Can you add this to the agenda so its available in the packet

From: Brenda Dryer <brenda@amesalliance.com>
Sent: Tuesday, February 4, 2025 10:10 AM
To: Jordan Cook <jcook@cityofnevadaiaowa.org>
Cc: Brenda Dryer <brenda@amesalliance.com>
Subject: Capstone overview for Council Packets

Warning: Unusual sender <brenda@amesalliance.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

The Capstone Group, Inc.

This non-profit corporation has been focused on senior housing since 1997. It owns 2 senior housing properties in Iowa, one in Guthrie Center and the other in Marion. They are expanding into Workforce Housing, which does not receive rent subsidies from the State or federal governments. They have aligned with a seasoned architectural firm, ASPECT Architecture, in Cedar Rapids with experience in designing Workforce Housing projects in empty public and private sector buildings.

This non-profit is governed by a three-member board of directors, with two directors in Cedar Rapids and their Executive Director, Mike Michaud, in Georgia.

As a non-profit, any funds above those needed to service project debt and to run and support their housing projects will be reinvested back into other housing projects. In other words, as with any 501(c)3 public charity, all money earned by The Capstone Group is dedicated to nonprofit purposes.

The Capstone Group's Nevada project has been named Nevada Flats. In 2023 it was awarded \$1M in Workforce Housing Tax Credits and \$1.5M in Brownfield Tax Credits (supporting asbestos and other environmental removals). Current project estimate is valued at \$7.8M.

Of the temperature controlled self-storage units that will be in the basement, Food for First has arranged for a 600 square foot area, and rent for each of the sixty apartments will include a self storage unit.

Capstone is actively looking at other project sites in the region. A Boone project (empty school building) was awarded State Workforce Housing Tax Credits and Brownfield Tax Credits in 2024.

Brenda S. Dryer
Senior Vice President

ORDINANCE NO. 1064 (2024/2025)

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NEVADA, IOWA, BY REZONING THE PROPERTY AT 630 6TH STREET, FROM R-3 (URBAN FAMILY RESIDENTIAL DISTRICT) TO R-4 (MULTIPLE FAMILY DWELLING DISTRICT).

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

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

*Parcel 11 072 554 00 – The old medical center at 630 N 6th St:
Block Forty (40), Original Town of Nevada, Story County, Iowa*

*Parcel 11 072 503 60 – The parking lot at 5th St and F Ave:
The South 10 feet of Lot Eight (8) and all of Lot Nine (9), Block Thirty-nine (39), Original Town of Nevada, Story County, Iowa*

*Parcel 11 072 556 60 – The Parking lot at 6th St and F Ave:
Lone One (1) and the N½ of Lot Four (4), Block Forty-Five (45), Original Town of Nevada, Story County, Iowa*

and shall be rezoned from “R-3” (Urban Family Dwelling District) to R-4 (Multiple Family Dwelling District).

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

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

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

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this ___ day of January, 2025, through the first reading.
PASSED AND APPROVED this ___ day of February, 2025, through the second reading.
PASSED AND APPROVED this ___ day of February, 2025, through the third and final reading.
Enacted upon publication.

Brian Hanson, Mayor

ATTEST:

Kerin Wright, City Clerk

Memo

To: Planning & Zoning Commission

From: Ryan Hutton, Zoning Supervisor

CC: Jordan Cook, City Administrator

Date: 01/06/2024

RE: Rezoning of 630 6th Street & Parcel 11-07-250-360 & Parcel 11-07-255-660

The City of Nevada has received a Rezoning Application. The proposed rezoning location is 630 6th Street & Parcel 11-07-250-360 & Parcel 11-07-255-660. The location is currently zoned as R-3 (Urban Family Residential District). The applicant is requesting to be rezoned to R-4 (Multiple Family Dwelling District). The proposed location requires a public hearing from Planning and Zoning Commission. The Planning and Zoning Commission has made a recommendation to send the rezoning application to be reviewed by the City Council. Included in your packet is a copy of the application and location map. The location was formally the Story County Long Term Care. The new owner has proposed turning the property into an apartment complex with storage.

If you have any questions please contact me at work, 515-382-5466, or at home, 515-720-3545, and prior to Monday night's meeting

NOTICE OF REQUEST TO AMEND
THE ZONING ORDINANCE OF NEVADA, IOWA

The City Council of the City of Nevada, Iowa, has received a recommendation from the Planning and Zoning Commission to approve a rezoning request from the property owner, Nevada Housing, LLC to amend the zoning ordinance of the City of Nevada, Iowa, by changing the zoning classification on the following described property, 630 N 6th Street, owned by Nevada Housing, LLC and located within the corporate limits of the City of Nevada, Iowa, from R-3 (Urban Family Dwelling District) to R-4 (Multiple Family Dwelling District).

The property for which the Rezoning Application is proposed is legally described as:

*Parcel 11 072 554 00 – The old medical center at 630 N 6th St:
Block Forty (40), Original Town of Nevada, Story County, Iowa*

*Parcel 11 072 503 60 – The parking lot at 5th St and F Ave:
The South 10 feet of Lot Eight (8) and all of Lot Nine (9), Block Thirty-nine (39), Original Town of Nevada, Story County, Iowa*

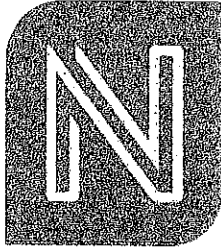
*Parcel 11 072 556 60 – The Parking lot at 6th St and F Ave
Lone One (1) and the N½ of Lot Four (4), Block Forty-Five (45), Original
Town of Nevada, Story County, Iowa*

The Planning and Zoning Commission of the City of Nevada, Iowa, held a public hearing on this request on the 6th day of January, 2025. It is their recommendation to approve the rezoning request.

The City Council of the City of Nevada, Iowa, will hold a public hearing on this request on the 27th day of January, 2025 at the City Council Meeting which is set to begin at 6:00 o'clock P.M., in the Nevada City Hall, 1209 Sixth Street, Nevada, Iowa, to consider the recommendation.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk no later than 9:00 o'clock A.M. on the 27th day of November, 2025.

Kerin Wright
City Clerk



Rezoning Application Form

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

1. Property Address for this Rezoning Request:

630 N 6th St, Nevada IA 50201

2. Legal Description (attach, if lengthy):

Parcel 11 072 554 00 - The old medical center at 630 N 6th St:

Block Forty (40), Original Town of Nevada, Story County, Iowa

Parcel 11 072 503 60 - The parking lot at 5th St and F Ave

The South 10 feet of Lot Eight (8) and all of Lots Nine (9), Block Thirty-nine (39),
Original Town of Nevada, Story County, Iowa

Parcel 11 072 556 60 - The Parking lot at 6th St and F Ave

Lot One (1) and the N 1/2 of Lot Four (4), Block Forty-Five (45), Original Town of
Nevada, Story County, Iowa

3. Applicant: Nevada Housing, LLC

Address:

3831 Fenway Crossing Marietta GA 30062
(Street) (City) (State) (Zip)

Telephone:

770-578-8830 770-578-1754 N/A
(Home) (Business) (Fax)

4. Property Owner:

Nevada Housing, LLC

Address:

Same as above

(Street) (City) (State) (Zip)

Telephone:

(Home) (Business) (Fax)

5. Contact Person:
Michael A. Michaud

Address:
Same as above

(Street) (City) (State) (Zip)

Telephone:

770-578-8830

770-578-1754

770-313-8034

(Home)

(Business)

~~(Fax)~~ (Cell)

Reasons for Rezoning

Rezoning is requested because the property will be repurposed from providing medical services to being a 60-unit, multi-family Workforce Housing apartment complex named Nevada Flats on the first and second floors and a temperature controlled public self-storage facility in the basement. Apartments and storage will be on the 90,000 SF parcel. Tenant parking will be on the other two parcels as well as the streets.

Consistence with the Comprehensive Plan

This rezoning request is consistent with the Comprehensive Plan, as it contributes to the achievement of several goals:

Goal: Nevada's downtown will be a core of community life, an active district that provides a lively civic and commercial center for the city

By adding 60+ residents within walking distance of downtown, new purchasing power will increase activity in the district and promote commercial viability of current and new businesses.

Goal: Nevada will increase economic opportunities for residents

Again, residents of Nevada Flats will increase retail sales, thereby creating opportunities for new businesses to be opened, particularly within walking distance downtown, and employment opportunities for current and future community members.

Goal: Nevada will provide a physical framework which supports economic growth.

One of the tactics detailed in the Comprehensive Plan to achieve this goal is to, "Provide adequate housing to serve potential employers," which Nevada Flats will certainly do.

Goal: Nevada will be identified as an important destination or location for new or expanding businesses.

The roughly \$10,000,000 investment in converting the soon to be abandoned medical campus into an appealing Workforce Housing apartment complex should help identify Nevada as an attractive destination for expansion

Goal: Nevada will develop adequate housing resources to support a growing community.

While Nevada Flats will only introduce 60 new apartment units, it will contribute to the Comprehensive Plan's objective to develop 1,000 housing units during the next 20 years.

Goal: Nevada should assure that a substantial amount of its housing stock remains affordable to mixed income people.

While market rate, the \$2,500,000 in grants awarded by the Iowa Economic Development Authority to help fund the project will keep rental rates significantly lower than they would otherwise be, consistent with the goal of providing high quality housing to those essentially entering the workforce. Additionally, as a nonprofit organization, our long-term borrowing costs will be lower than they would be for a for-profit organization, which will contribute to the affordability of the apartments in the long term.

Goal: Nevada will provide adequate development areas for new housing.

Nevada Flats will complement the Plans objective to, "Create a framework of equal distribution of development to maintain a concentric, unified community" as it will be on the south side of the downtown area

Goal: Nevada will develop a traffic circulation system which supports overall community growth objectives.

This may be a stretch, but the location of Nevada Flats will lend itself to residents walking to downtown rather than driving, which will reduce the traffic burden and related expenses of road maintenance.

GENERAL PRINCIPLES CONCENTRIC DEVELOPMENT CENTERS

Nevada Flats will be just to the south of the city center, consent with this general principal, "Growth should occur in multiple growth centers, generally concentric around the city center, with residential growth occurring to the west, north and south

QUALITY COMMUNITY DESIGN

Nevada Flats will meet the objective to, "... maintain high standards in order to preserve Nevada's image as one of America's highest quality small towns."

REDEVELOPMENT PRINCIPLES NEVADA TOWN CENTER

Redeveloping the medical campus as a new offering (The buildings will be totally gutted and rebuilt within the existing structures), Nevada Flats will help meet the objective stated in the plan that, "Nevada's city center should maintain and expand its status as a local and regional mixed use commercial district..." Additionally, providing temperature controlled self-storage will provide for a currently unmet need on the part of residents, businesses, and likely local government.

Housing Goals:

Goal 1: Create an Environment in Nevada that Offers Better Housing Opportunities for All.

Goal 2: Build an Environment that Allows People from all Parts of the City to Participate in its Growth and Development

Nevada Flats will not discriminate in any way and will uniformly apply application procedures, rules, and regulations to all residents, and self-storage customers, for their benefit and safety.

In summary, Nevada Flats should contribute to meeting every one of these goals as stated in the Comprehensive Plan:

“Downtown Nevada can maintain and strengthen its role as a mixed-use center, a place that combines shopping, working, civic life, and living in a vital, richly textured way. The district should be alive with people, and use its distinctive environment to the best advantage. To position itself to meet the district’s future needs, the city should:

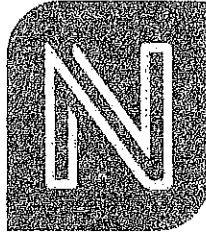
STRENGTHEN DOWNTOWN’S ROLE AS A “FLAGSHIP” DISTRICT FOR THE CITY.

MAINTAIN AND EXPAND A MIX OF USES AND ACTIVITIES.

STRENGTHEN THE DOWNTOWN RETAIL ENVIRONMENT.

INCREASE THE ECONOMIC REWARDS OF BUILDING OWNERSHIP IN DOWNTOWN NEVADA.

ENCOURAGE A VIEW OF DOWNTOWN AS PART OF A COMMUNITY SYSTEM OF RELATED DEVELOPMENT PROJECTS.”



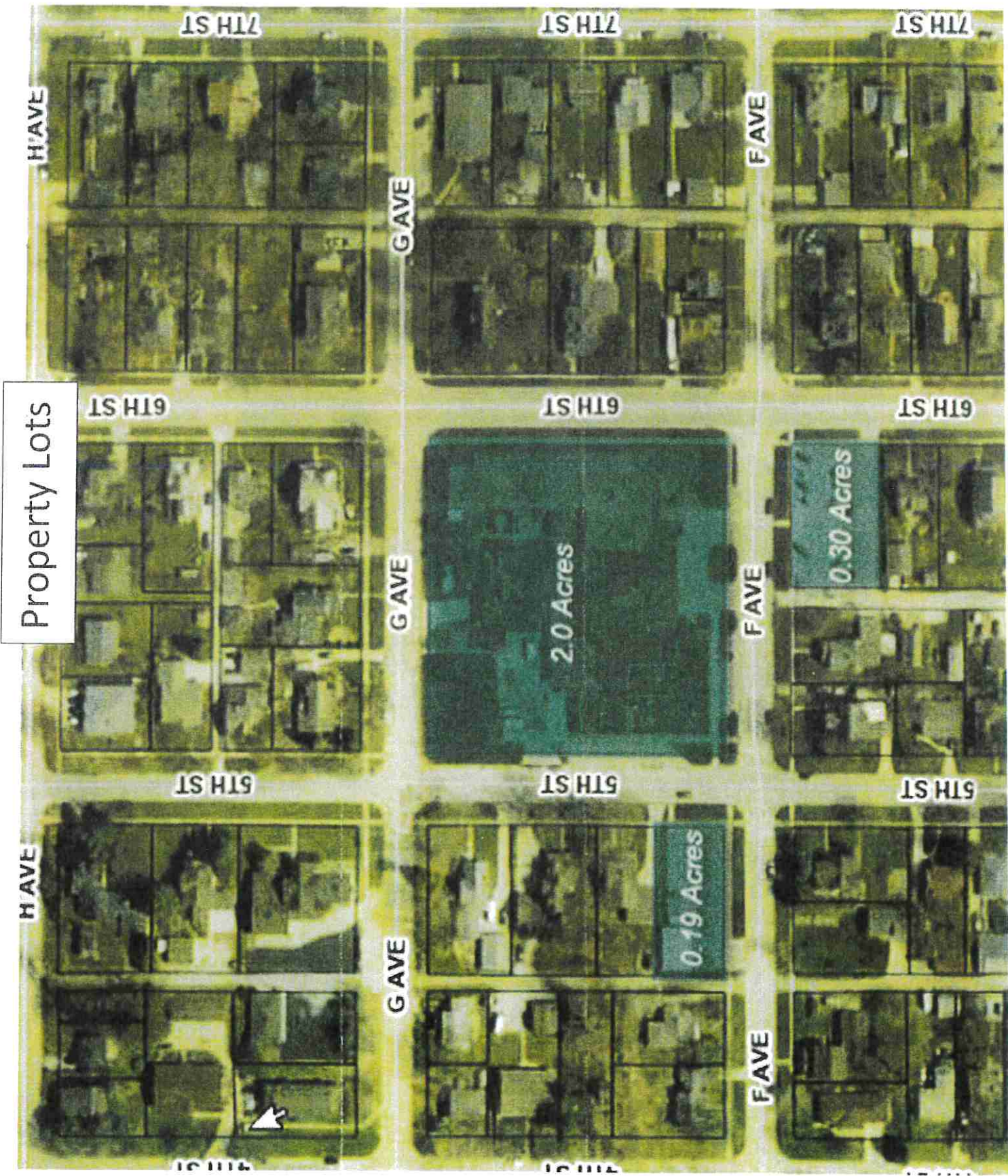
Obtaining approval of this Rezoning does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

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

Signed by: *[Signature]* Date: _____
November 12, 2024
Applicant
(Note: No other signature may be substituted for the Property Owner's Signature)

and: *[Signature]* Date: _____
November 12, 2024
(Property Owner)

and: *[Signature]* Date: _____
November 12, 2024
(Contact Person)



Property Lots

LOCALiQ

Ames Tribune

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:

01/16/2025

and that the fees charged are legal.

Sworn to and subscribed before on 01/16/2025

Legal Clerk

Notary, State of WI County of Brown

My commission expires

Publication Cost:	\$37.80	
Tax Amount:	\$0.00	
Payment Cost:	\$37.80	
Order No:	10939479	# of Copies:
Customer No:	842186	0
PO #:	LIOW0221235	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF REQUEST TO
AMEND THE ZONING ORDINANCE OF NEVADA, IOWA

The City Council of the City of Nevada, Iowa, has received a recommendation from the Planning and Zoning Commission to approve a rezoning request from the property owner, Nevada Housing, LLC to amend the zoning ordinance of the City of Nevada, Iowa, by changing the zoning classification on the following described property, 630 N 6th Street, owned by Nevada Housing, LLC and located within the corporate limits of the City of Nevada, Iowa, from R-3 (Urban Family Dwelling District) to R-4 (Multiple Family Dwelling District).

The property for which the Rezoning Application is proposed is legally described as:

Parcel 11 072 554 00—The old medical center at 630 N 6th St: Block Forty (40), Original Town of Nevada, Story County, Iowa

Parcel 11 072 503 60—The parking lot at 5th St and F Ave: The South 16 feet of Lot Eight (8) and all of Lot Nine (9), Block Thirty-nine (39), Original Town of Nevada, Story County, Iowa

Parcel 11 072 556 60—The Parking lot at 6th St and F Ave: Lone One (1) and the N½ of Lot Four (4), Block Forty-Five (45), Original Town of Nevada, Story County, Iowa

The Planning and Zoning Commission of the City of Nevada, Iowa, held a public hearing on this request on the 6th day of January, 2025. It is their recommendation to approve the rezoning request.

The City Council of the City of Nevada, Iowa, will hold a public hearing on this request on the 27th day of January, 2025 at the City Council Meeting which is set to begin at 6:00 o'clock P.M., in the Nevada City Hall, 1209 Sixth Street, Nevada, Iowa, to consider the recommendation.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk no later than 9:00 o'clock A.M. on the 27th day of November, 2025.

Kerin Wright, City Clerk

January 16 2025

L1OW0221235

ORDINANCE NO. 1065 (2024/2025)

Ordinance No. 1065 (2024/2025). An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Nevada, Iowa (the “City”) previously enacted certain ordinances providing for the division of taxes levied on taxable property in the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to such ordinances, certain taxable properties within the Nevada Urban Renewal Area in the City were designated a “tax increment districts”; and

WHEREAS, the City Council now desires to create a new “tax increment district” by adding certain real property currently situated in the Nevada Urban Renewal Area;

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the Nevada Urban Renewal Area, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City to finance projects in such area.

Section 2. Definitions. For use within the remainder of this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Nevada, Iowa.

“County” shall mean Story County, Iowa.

“Tax Increment Financing District Addition” shall mean certain real property situated in the Nevada Urban Renewal Area, more particularly described as follows:

Lots 1 through 33, Northview Plat 1, City of Nevada, Story County, State of Iowa.

“Urban Renewal Area” shall mean the entirety of the Nevada Urban Renewal Area as amended from time to time.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Tax Increment Financing District Addition. After the effective date of this ordinance, the taxes levied on the taxable property in the Tax Increment Financing District Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Tax Increment Financing District Addition is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Tax Increment Financing District Addition, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Tax Increment Financing District Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Tax Increment Financing District Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Tax Increment Financing District Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Tax Increment Financing District Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Tax Increment Financing District Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Répealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving 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 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Nevada, Iowa, the ____ day of February, 2025.

Brian Hanson, Mayor

Attest:

Kerin Wright, City Clerk

First Consideration: ___, 2025
Second Consideration: ___, 2025
Final Consideration: ___, 2025



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

February 10, 2025

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

Re: Nevada WWTF Improvements – Phase 2: Recommendation on Contractor's Application for Payment No. 40

Dear Jordan:

Attached is an electronic copy of Payment Application No. 40 from Williams Brothers Construction Inc. (WBCI) for the Nevada WWTF Improvements – Phase 2 project. Items included in this application are summarized as follows:

- **General Requirements:** No work completed this period;
- **Site Work:** No work completed this period;
- **120-Administration Maintenance Building:** Generator/ATS, Fire Alarm;
- **210-Headworks:** No work completed this period;
- **320-Oxidation Ditches:** No work completed this period;
- **320-Oxidation Ditches Flow Splitter:** No work completed this period;
- **350-Secondary Treatment Building:** No work completed this period;
- **360-Secondary Treatment Chemical Storage Building:** Stored Materials;
- **380-Secondary Clarifiers:** No work completed this period;
- **390-Return Pump Station:** Stored Materials;
- **420-UV Disinfection Building:** No work completed this period;
- **520-Aerobic Digesters:** No work completed this period;
- **550-Solids Processing Building:** Stored Materials;
- **570-Biosolids Pumping Building:** No work completed this period;
- **580-Biosolids Storage Tanks:** No work completed this period;
- **CO-5:** RFP-09R2 (Private well build-out)

The total for Pay Application No. 40 is \$175,143.47.

As of this Pay Application, WBCI has been paid approximately 94% of the current contract price (not including retainage withheld). As of this Pay Application, approximately all of the time has been used. WBCI is completing tornado damage repairs to achieve substantial completion and proceed with startup; however, delays with Phase 3 will impact the ability to complete the Work.

We have reviewed Payment Application No. 40. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming. There have been no issues with certified payroll compliance to date.



Therefore, we recommend full payment of Payment Application No. 40 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.

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

Sincerely,

HR GREEN, INC.

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

Michael Roth, P.E.
Senior Project Manager

Enclosure

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

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Nevada Telephone: Nevada WWTF Improvements Phase 2 PROJECT
 1209 6th Street Nevada, IA 50201 Fax: 62512.270th Street
 Nevada, IA 50201

FROM CONTRACTOR: Williams Brothers Construction Inc. VIA ENGINEER HR Green Inc. CONTRACTOR
 P.O. Box 1366 Peoria, Illinois 61654 5525 Merle Hay Road, Suite 200 Johnston, IA 50131
 Peoria, Illinois 61654 Ph 309/688-0416; Fax 309/688-0891 Atn: 297.555.27
 email -- (Jacob.Lee)@wbctus

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

CONTRACTOR: Williams Brothers Construction Inc.
 By: *Jacqueline Smith*
 Jacqueline Smith, Treasurer
 State of Illinois
 County of Peoria
 Subscribed and sworn to before me this day of January 31, 2025

Notary Public: *Jacob K. Lee*
 My Commission Expires: January 31, 2025
 Notary Public, State of Illinois
 JACOB K. LEE
 MY COMMISSION EXPIRES 06-15-2025

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

AMOUNT CERTIFIED 175,143.47
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that changed to conform to the amount certified.)
 Engineer: HR Green
 Date: 2/5/25

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

1. ORIGINAL CONTRACT SUM	35,850,000.00
2. Net Change by Change Orders	297,555.27
3. CONTRACT SUM TO DATE (LINE 1 +2)	36,147,555.27
4. TOTAL COMPLETED AND STORED TO DATE	35,723,060.23
(Column G on G702)	
5. RETAINAGE:	
a. 5 % of 100% of Contract (Columns D + E on G703)	(1,766,565.13)
b. 5 % of Stored Material (Columns F on G703)	(19,587.88)
Total Retainage (Line 5a + 5b or Total in Column I of G703)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	(1,786,153.01)
	33,936,907.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	(33,761,763.75)

8. CURRENT PAYMENT DUE 175,143.47
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) 2,210,648.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	115,023.27	
Total approved this Month	182,532.00	
TOTAL	297,555.27	0.00
NET CHANGES by Change Order		297,555.27

CONTINUATION SHEET												
Application No. 40 PER TO: January 31, 2025 ENGINEER'S PROJECT NO. 0.00												
1	2	3	4	5	6	7	8	9	10	11	12	13
Spec No	Draw No	Quantity	Unit	Description	Contractor	SCHEDULED	WORKS COMPLETED THIS PERIOD	STORAGE	TOTAL COMPLETED & STORED	COMPLETE	BALANCE TO FINISH	PERCENTAGE
7	01	0000	General Requirements									
8	01	0000	Concrete Sidewalk Unit Price		Williams Brothers Construction	55,300.00	52,318.00		52,318.00	95%	2,682.00	3,115.90
9	01	0000	Demobilization		Williams Brothers Construction	75,000.00	71,250.00		71,250.00	95%	3,750.00	3,352.50
10	01	0000	Submittal Exchange		Williams Brothers Construction	18,000.00	18,000.00		18,000.00	100%	0.00	900.00
11	01	0000	Mobilization		Williams Brothers Construction	3,424,000.00	4,434,000.00		4,434,000.00	100%	0.00	3,700.00
12	01	0000	Mobilization		J & K Contracting	152,925.00	152,925.00		152,925.00	100%	0.00	2,796.25
13	01	0000	Mobilization		John Brothers	30,000.00	30,000.00		30,000.00	100%	0.00	1,500.00
14	01	0000	Bond/Insurance		Williams Brothers Construction	1,672,139.72	1,672,139.72		1,672,139.72	100%	0.00	32,666.99
15	01	58713	Silt Fence/Ditch Check Installation		ML Alpha Landscapes	5,300.00	0.00		0.00	0%	5,300.00	0.00
16	01	58713	Silt Fence/Ditch Check Removal		ML Alpha Landscapes	100,000.00	100,000.00		100,000.00	100%	0.00	5,000.00
17	0000		General/Conditions and Mobilization		Con-Street, Inc.	9,550.00	9,550.00		9,550.00	100%	0.00	477.50
18	26	0000	Engineering Study		CEC Electric	75,050.00	75,050.00		75,050.00	100%	0.00	2,352.50
19	26	0000	Equipment		CEC Electric	14,750.00	14,750.00		14,750.00	100%	0.00	737.50
20	26	0000	Mobilization & Trailer		CEC Electric	44,250.00	44,250.00		44,250.00	100%	0.00	2,312.50
21	26	0000	Freight		CEC Electric	44,250.00	44,250.00		44,250.00	100%	0.00	2,312.50
22	26	0000	Vehicle and General Expense		CEC Electric	34,250.00	34,250.00		34,250.00	100%	0.00	0.00
23	Site	0000										
24	03	0000	Rebar		ML Ambassador Steel Fabricators	1,500.00	1,500.00		1,500.00	100%	0.00	75.00
25	03	0000	Concrete		M Central Iowa Ready Mix	1,364.88	1,364.88		1,364.88	100%	0.00	68.25
26	03	0000	Retaining Wall		L Williams Brothers Construction	11,455.50	11,455.50		11,455.50	100%	0.00	571.78
27	03	0000	Entrance Sign		L Williams Brothers Construction	5,832.00	5,832.00		5,832.00	100%	0.00	191.60
28	0000		Construction Entrance and Check Dams		M Con-Street, Inc.	6,000.00	6,000.00		6,000.00	100%	0.00	300.00
29	0000		Construction Entrance and Check Dams		L Con-Street, Inc.	379,000.00	379,000.00		379,000.00	100%	0.00	18,500.00
30	0000		7" Concrete Pavement		M Con-Street, Inc.	260,000.00	260,000.00		260,000.00	100%	0.00	13,000.00
31	0000		7" Concrete Pavement		M Con-Street, Inc.	385,000.00	385,000.00		385,000.00	100%	0.00	19,000.00
32	0000		Roadway Subbase		L Con-Street, Inc.	78,000.00	78,000.00		78,000.00	100%	0.00	3,900.00
33	0000		Roadway Subbase		L Con-Street, Inc.	27,000.00	27,000.00		27,000.00	100%	0.00	1,350.00
34	0000		Roadway Subdrain		M Con-Street, Inc.	26,000.00	26,000.00		26,000.00	100%	0.00	1,300.00
35	0000		Roadway Subdrain		L Con-Street, Inc.	117,000.00	117,000.00		117,000.00	100%	0.00	5,850.00
36	0000		Topsoil Respread		L Con-Street, Inc.	240,000.00	240,000.00		240,000.00	100%	0.00	12,000.00
37	0000		Mass Excavation		L Con-Street, Inc.	8,194.00	8,194.00		8,194.00	100%	0.00	78.00
38	03	4100	Structural Precast Concrete		M MidStates Concrete Industries	1,560.00	1,560.00		1,560.00	100%	0.00	78.00
39	03	4100	Structural Precast Concrete		L Williams Brothers Construction	48,873.26	48,873.26		48,873.26	100%	0.00	2,443.66
40	05	5000	Metal Fabrications		M Brewer Metal Craftsmen, Inc.	28,083.00	28,083.00		28,083.00	100%	0.00	1,404.15
41	05	5000	Metal Fabrications		L Williams Brothers Construction	117,800.00	117,800.00		117,800.00	100%	0.00	5,890.00
42	22	0500	FIRE MAIN, 6 IN		L & M J & K Contracting LLC	17,657.00	17,657.00		17,657.00	100%	0.00	881.85
43	22	0500	FIRE HYDRANT ASSEMBLY		L J & K Contracting LLC	34,013.00	34,013.00		34,013.00	100%	0.00	1,700.65
44	22	0500	FIRE HYDRANT ASSEMBLY		M J & K Contracting LLC	7,000.00	7,000.00		7,000.00	100%	0.00	350.00
45	22	0500	GATE VALVE, 6 IN		L & M J & K Contracting LLC	94,500.00	94,500.00		94,500.00	100%	0.00	4,725.00
46	22	0500	3/4" 2 IN & 4 IN		L & M J & K Contracting LLC	3,750.00	3,750.00		3,750.00	100%	0.00	187.50
47	22	0500	GATE VALVE, 4 IN		L & M J & K Contracting LLC	98,700.00	98,700.00		98,700.00	100%	0.00	4,935.00
48	22	0500	POWABLE WATER, 2 IN		L & M J & K Contracting LLC	90,000.00	90,000.00		90,000.00	100%	0.00	4,500.00
49	22	0500	SITE INT DRAIN SD		L & M J & K Contracting LLC	6,000.00	6,000.00		6,000.00	100%	0.00	300.00
50	22	0500	1" FERRIC FEED SANITIZED		L & M J & K Contracting LLC	7,840.00	7,840.00		7,840.00	100%	0.00	392.00
51	22	0500	1" MICRO-C FEED 3/4-3/8		L & M J & K Contracting LLC	17,600.00	17,600.00		17,600.00	100%	0.00	880.00
52	22	0500	2" EM		L & M J & K Contracting LLC	17,600.00	17,600.00		17,600.00	100%	0.00	880.00
53	22	0500	3" PERM 520-550 X2		L & M J & K Contracting LLC	31,500.00	31,500.00		31,500.00	100%	0.00	1,575.00
54	22	0500	4" WAS		L & M J & K Contracting LLC	31,500.00	31,500.00		31,500.00	100%	0.00	1,575.00
55	22	0500	4" SCLUM 550-350		L & M J & K Contracting LLC	12,600.00	12,600.00		12,600.00	100%	0.00	630.00
56	22	0500	4" SAN 120-SAN04 X 2		L & M J & K Contracting LLC	5,720.00	5,720.00		5,720.00	100%	0.00	285.00
57	22	0500	4" DSL 576-6" DRAIN		L & M J & K Contracting LLC	561.00	561.00		561.00	100%	0.00	28.05
58	22	0500	PLUG VALVE, 4 IN		L & M J & K Contracting LLC	561.00	561.00		561.00	100%	0.00	28.05

CONTINUATION SHEET										Application No. 40	PER TO: January 31, 2025	ENGINEER'S PROJECT NO:	RESERVING
3- Spec	4- Sec	5- Item	6- Description	7- Supplier	8- SCHEDULED	9- WORK COMPLETED	10- MATTER	11- TOTAL	12- BALANCE	13- RESERVING	14- Completion	15- TO PERFORM	16- RESERVING
NO		NO		SUBCONTRACTOR	PERIOD	PERIOD	STORAGE	STORAGE	TO PERFORM		%		
59	22	0500	4" DRN	L&M J & K Contracting, LLC	12,960.00	12,960.00		12,960.00		100%	100%	0.00	1,648.00
60	22	0500	6" DSL	L&M J & K Contracting, LLC	41,600.00	41,600.00		41,600.00		100%	100%	0.00	2,080.00
61	22	0500	6" DRN	L&M J & K Contracting, LLC	52,200.00	52,200.00		52,200.00		100%	100%	0.00	2,610.00
62	22	0500	6" WAS 520-550	L&M J & K Contracting, LLC	3,000.00	3,000.00		3,000.00		100%	100%	0.00	150.00
63	22	0500	6" CLARIFIER SCUM X 3	L&M J & K Contracting, LLC	16,200.00	16,200.00		16,200.00		100%	100%	0.00	810.00
64	22	0500	6" CLARIFIER DRAIN 350-390	L&M J & K Contracting, LLC	9,000.00	9,000.00		9,000.00		100%	100%	0.00	450.00
65	22	0500	6" SCUM FS-SEC TRT BLDG	L&M J & K Contracting, LLC	4,000.00	4,000.00		4,000.00		100%	100%	0.00	200.00
66	22	0500	6" ALP MBI-BLOWERS	L&M J & K Contracting, LLC	17,600.00	17,600.00		17,600.00		100%	100%	0.00	880.00
67	22	0500	6" FM 320-390	L&M J & K Contracting, LLC	32,000.00	32,000.00		32,000.00		100%	100%	0.00	1,600.00
68	22	0500	10" RETURN SLUDGE CLAR-SEC TRT	L&M J & K Contracting, LLC	30,000.00	30,000.00		30,000.00		100%	100%	0.00	1,500.00
69	22	0500	10" ALP	L&M J & K Contracting, LLC	14,736.93	14,736.93		14,736.93		100%	100%	0.00	736.82
70	22	0500	10" ALP	L&M J & K Contracting, LLC	13,263.07	13,263.07		13,263.07		100%	100%	0.00	663.15
71	22	0500	12" DRAIN	L&M J & K Contracting, LLC	62,400.00	62,400.00		62,400.00		100%	100%	0.00	3,120.00
72	22	0500	12" DRN 320-350	L&M J & K Contracting, LLC	46,800.00	46,800.00		46,800.00		100%	100%	0.00	2,340.00
73	22	0500	12" DRN 380-SAN06	L&M J & K Contracting, LLC	9,000.00	9,000.00		9,000.00		100%	100%	0.00	450.00
74	22	0500	18" DSL 585-570 X 2	L&M J & K Contracting, LLC	18,000.00	18,000.00		18,000.00		100%	100%	0.00	900.00
75	22	0500	20" DSL 580-570 X 2	L&M J & K Contracting, LLC	13,000.00	13,000.00		13,000.00		100%	100%	0.00	650.00
76	22	0500	20" SECONDARY CLAR-FS X 3 (CONCRETE ENCASED)	L&M J & K Contracting, LLC	61,031.00	61,031.00		61,031.00		100%	100%	0.00	3,051.55
77	22	0500	20" SECONDARY CLAR-FS X 3 (CONCRETE ENCASED)	L&M J & K Contracting, LLC	22,969.00	22,969.00		22,969.00		100%	100%	0.00	1,148.45
78	22	0500	24" AT OXID DITCH-FS X 3	L&M J & K Contracting, LLC	49,458.59	49,458.59		49,458.59		100%	100%	0.00	2,472.93
79	22	0500	24" AT OXID DITCH-FS X 3	L&M J & K Contracting, LLC	15,541.41	15,541.41		15,541.41		100%	100%	0.00	777.07
80	22	0500	30" OE 320-350 (CONCRETE ENCASED)	L&M J & K Contracting, LLC	78,386.51	78,386.51		78,386.51		100%	100%	0.00	3,919.33
81	22	0500	30" OE 320-350 (CONCRETE ENCASED)	L&M J & K Contracting, LLC	58,113.49	58,113.49		58,113.49		100%	100%	0.00	2,905.67
82	22	0500	30" SCE 420-30X14 CROSS	L&M J & K Contracting, LLC	41,785.52	41,785.52		41,785.52		100%	100%	0.00	2,089.28
83	22	0500	30" SCE 420-30X14 CROSS	L&M J & K Contracting, LLC	13,414.48	13,414.48		13,414.48		100%	100%	0.00	670.72
84	22	0500	30" FINAL EFF 420-SAN07	L&M J & K Contracting, LLC	6,000.00	6,000.00		6,000.00		100%	100%	0.00	300.00
85	22	0500	30" SAN INF	L&M J & K Contracting, LLC	33,600.00	33,600.00		33,600.00		100%	100%	0.00	1,680.00
86	22	0500	36" SANITARY 210-320	L&M J & K Contracting, LLC	26,880.00	26,880.00		26,880.00		100%	100%	0.00	1,344.00
87	22	0500	SECONDARY CLAR EFF CROSS-1.2.3, 30 IN	L&M J & K Contracting, LLC	9,953.07	9,953.07		9,953.07		100%	100%	0.00	497.65
88	22	0500	SECONDARY CLAR EFF CROSS-1.2.3, 30 IN	L&M J & K Contracting, LLC	22,046.93	22,046.93		22,046.93		100%	100%	0.00	1,102.35
89	22	0500	SECONDARY CLAR EFF CROSS-1.2.4, 24 IN	L&M J & K Contracting, LLC	32,392.67	32,392.67		32,392.67		100%	100%	0.00	1,619.63
90	22	0500	SECONDARY CLAR EFF CROSS-1.2.4, 24 IN	L&M J & K Contracting, LLC	1,907.33	1,907.33		1,907.33		100%	100%	0.00	95.37
91	22	0500	SECONDARY CLAR EFF CROSS-1.2.5, 20 IN	L&M J & K Contracting, LLC	3,945.79	3,945.79		3,945.79		100%	100%	0.00	197.29
92	22	0500	SECONDARY CLAR EFF CROSS-1.2.5, 20 IN	L&M J & K Contracting, LLC	4,354.21	4,354.21		4,354.21		100%	100%	0.00	217.71
93	22	0500	SECONDARY CLAR EFF CROSS-1.2.6, 14 IN	L&M J & K Contracting, LLC	5,619.00	5,619.00		5,619.00		100%	100%	0.00	280.95
94	22	0500	SECONDARY CLAR EFF CROSS-1.2.6, 14 IN	L&M J & K Contracting, LLC	4,281.00	4,281.00		4,281.00		100%	100%	0.00	214.05
95	22	0500	STORM SEWER RCP 15 IN	L&M J & K Contracting, LLC	3,640.00	3,640.00		3,640.00		100%	100%	0.00	182.00
96	22	0500	STORM SEWER RCP 15 IN	L&M J & K Contracting, LLC	15,664.00	15,664.00		15,664.00		100%	100%	0.00	783.20
97	22	0500	STORM SEWER RCP 24 IN	L&M J & K Contracting, LLC	25,600.00	25,600.00		25,600.00		100%	100%	0.00	1,280.00
98	22	0500	STORM SEWER RCP 30 IN	L&M J & K Contracting, LLC	17,280.00	17,280.00		17,280.00		100%	100%	0.00	864.00
99	22	0500	STORM SEWER RCP 36 IN	L&M J & K Contracting, LLC	42,920.00	42,920.00		42,920.00		100%	100%	0.00	2,146.00
100	22	0500	STORM SEWER RCP 36 IN	L&M J & K Contracting, LLC	8,400.00	8,400.00		8,400.00		100%	100%	0.00	420.00
101	22	0500	STORM SEWER RCP 42 IN	L&M J & K Contracting, LLC	3,000.00	3,000.00		3,000.00		100%	100%	0.00	150.00
102	22	0500	STORM APRON 12 IN	L&M J & K Contracting, LLC	3,000.00	3,000.00		3,000.00		100%	100%	0.00	150.00
103	22	0500	STORM APRON 15 IN	L&M J & K Contracting, LLC	7,750.00	7,750.00		7,750.00		100%	100%	0.00	387.50
104	22	0500	STORM APRON 20 IN	L&M J & K Contracting, LLC	4,150.00	4,150.00		4,150.00		100%	100%	0.00	207.50
105	22	0500	STORM APRON 30 IN	L&M J & K Contracting, LLC	9,800.00	9,800.00		9,800.00		100%	100%	0.00	480.00
106	22	0500	STORM APRON 36 IN	L&M J & K Contracting, LLC	5,475.00	5,475.00		5,475.00		100%	100%	0.00	273.75
107	22	0500	SANITARY MANHOLE SW-301, 48 IN	L&M J & K Contracting, LLC	6,550.00	6,550.00		6,550.00		100%	100%	0.00	327.50
108	22	0500	SANITARY MANHOLE SW-301, 60 IN, HDPE LIN	L&M J & K Contracting, LLC	10,000.00	10,000.00		10,000.00		95%	95%	500.00	475.00
109	22	0500	SANITARY MANHOLE SW-301, 84 IN	L&M J & K Contracting, LLC	32,700.00	31,065.00		31,065.00		95%	95%	1,635.00	1,533.25
110	22	0500	STORM INTAKE, SW-501	L&M J & K Contracting, LLC	7,000.00	7,000.00		7,000.00		100%	100%	0.00	350.00

CONTINUATION SHEET		Application No. 40	PER TO: January 31, 2025	ENGINEERS PROJECT NO. 0.00				
Spec No.	Work Description	Contractor	SCHEDULED	WORK COMPLETED	MATERIALS STORED	TOTAL COMPLETED & STORED	% Complete	BALANCE TO BE PAID
1	2	3	4	5	6	7	8	9
111	STORM INTAKE, SW-502 60 IN	LEM J & K Contracting, LLC	6,600.00	6,600.00		6,600.00	100%	0.00
112	STORM INTAKE, SW-408	LEM J & K Contracting, LLC	7,400.00	7,400.00		7,400.00	100%	0.00
113	STORM INTAKE, SW-510	LEM J & K Contracting, LLC	10,100.00	10,100.00		10,100.00	100%	0.00
114	STORM INTAKE, SW-512, 24 IN	LEM J & K Contracting, LLC	2,625.00	2,625.00		2,625.00	100%	0.00
115	STORM INTAKE, SW-513	LEM J & K Contracting, LLC	20,750.00	20,750.00		20,750.00	100%	0.00
116	UV DRAIN MANHOLE, 48 IN	LEM J & K Contracting, LLC	5,800.00	5,510.00	0.00	5,510.00	95%	290.00
117	CHEMICAL FEED VAULT, 6' X 7'	LEM J & K Contracting, LLC	22,750.00	22,750.00		22,750.00	100%	0.00
118	RIP RAFT, CLASS E	LEM J & K Contracting, LLC	12,320.00	12,320.00		12,320.00	100%	0.00
119	Process Valves	Mellen & Associates	1,011.11	1,011.11		1,011.11	100%	0.00
120	Approved Design/Submittals	Jetco Inc.	24,000.00	24,000.00		24,000.00	100%	0.00
121	Control Panels & Miscellaneous	Jetco Inc.	316,480.00	316,480.00		316,480.00	100%	0.00
122	Remote Instruments	Jetco Inc.	71,000.00		0.00	62,750.00	88%	8,250.00
123	SCADA Hardware and Software Allowance	Jetco Inc.	100,000.00			0.00	0%	100,000.00
124	Network Equipment Rack	Jetco Inc.	24,950.00	24,950.00		24,950.00	100%	0.00
125	Motor Control Centers & Variable Frequency Drives	Jetco Inc.	335,350.77	335,350.77		335,350.77	94%	22,149.23
126	On-Site Start-up/Training	Jetco Inc.	2,500.00	2,500.00		2,500.00	100%	0.00
127	Site Underground	CEC Electric	968,875.00	968,875.00		968,875.00	100%	0.00
128	Site Underground	CEC Electric	503,750.00	495,550.00		495,550.00	98%	8,200.00
129	Site Lightning	CEC Electric	3,000.00	3,000.00		3,000.00	100%	0.00
130	Site Lighting	CEC Electric	8,550.00	8,550.00		8,550.00	100%	0.00
131	Temp Power	CEC Electric	10,925.00	10,925.00		10,925.00	100%	0.00
132	Manholes and Vaults	CEC Electric	117,950.00	117,950.00		117,950.00	100%	0.00
133	Manholes and Vaults	CEC Electric	8,800.00	8,800.00		8,800.00	100%	0.00
134	Manholes and Vaults	M/L Parking Lot Specialties, LLC	780.00			0.00	0%	780.00
135	7' Field Fence with Double Swing Gate	M/L Des Moines Steel Fence Co, Inc	50,904.00	50,904.00		50,904.00	100%	0.00
136	7' Tall Commercial Grade Chain Link Fence	M/L Des Moines Steel Fence Co, Inc	127,700.00	127,700.00		127,700.00	100%	0.00
137	Gate Motor and Safety Controls	M/L Des Moines Steel Fence Co, Inc	13,200.00	12,450.00		12,450.00	94%	750.00
138	Bollard Covers	M/ Williams Brothers Construction	1,760.00	1,760.00		1,760.00	100%	0.00
139	Bollard Covers	M/ Williams Brothers Construction	1,540.00	1,540.00		1,540.00	100%	0.00
140	Misc Deciduous Tree	M/ Alpha Landscapes	1,550.00	1,550.00		1,550.00	100%	0.00
141	Steel Edging	M/ Alpha Landscapes	18,000.00	18,000.00		18,000.00	100%	0.00
142	Weed Barrier Fabric	M/ Alpha Landscapes	8,800.00	8,800.00		8,800.00	100%	0.00
143	River Rock	M/ Alpha Landscapes	23,375.00	23,375.00		23,375.00	100%	0.00
144	Urban Seed Prep, Seeding and Fertilizing	M/ Alpha Landscapes	17,875.00	17,875.00		17,875.00	100%	0.00
145	Type 5 Prep, Seeding and Fertilizing	M/ Alpha Landscapes	9,600.00	9,600.00		9,600.00	100%	0.00
146	Straw Mulch	M/ Alpha Landscapes	31,384.50	31,384.50		31,384.50	97%	1,085.50
147	Administration-Maintenance Building		32,470.00			0.00	0%	0.00
148	Rebar	M/ Ambassador Steel Fabrications	99,730.00	99,730.00		99,730.00	100%	0.00
149	Concrete	M/ Central Loma Ready Mix	45,027.88	45,027.88		45,027.88	100%	0.00
150	Footings	L/ Williams Brothers Construction	1,525.00	1,525.00		1,525.00	100%	0.00
151	Walls	L/ Williams Brothers Construction	44,248.50	44,248.50		44,248.50	100%	0.00
152	Grade Beams	L/ Williams Brothers Construction	54,025.50	54,025.50		54,025.50	100%	0.00
153	SOG	L/ Williams Brothers Construction	90,625.50	90,625.50		90,625.50	100%	0.00
154	Precast Concrete Tees	L/ Williams Brothers Construction	7,426.50	7,426.50		7,426.50	100%	0.00
155	Structural Precast Concrete	M/ M/G-States Concrete Industries	25,133.00	25,133.00		25,133.00	100%	0.00
156	Structural Precast Concrete	M/ Williams Brothers Construction	8,000.00	8,000.00		8,000.00	100%	0.00
157	Masonry	M/ Signature Masonry of Des Moines	60,000.00	60,000.00		60,000.00	100%	0.00
158	Masonry	M/ Signature Masonry of Des Moines	117,600.00	117,600.00		117,600.00	100%	0.00
159	Structural Steel Framing/ Misc Metals	M/ Breaux Metal Craftsmen, Inc	51,138.85	51,138.85		51,138.85	100%	0.00
160	Structural Steel Framing/ Misc Metals	L/ Williams Brothers Construction	24,732.00	24,732.00		24,732.00	100%	0.00
161	Rough Carpentry	M/ Williams Brothers Construction	15,875.00	15,875.00		15,875.00	100%	0.00
162	Plywood	M/ Williams Brothers Construction	15,875.00	15,875.00		15,875.00	100%	0.00

1		CONTINUATION SHEET		Application No. 40	PER. TO: January 31, 2025	ENGINEER'S PROJECT NO.:	BALANCE TO FURNISH	PERCENT
2		Nevada WWTF		APPL. DATE: January 31, 2025	TOTAL COMB. STORED	COMPLETE	0.00	
3	4	5	6	7	8	9	10	11
Spec	Sec	Qty	Unit	Material	Price	Value	Value	Value
215	22	1006	120	MI O'Connor Mechanical	13,680.00	13,680.00	0.00	684.00
216	22	1006	120	MI O'Connor Mechanical	6,125.00	6,125.00	0.00	306.25
217	22	3000	120	MI O'Connor Mechanical	19,000.00	19,000.00	0.00	950.00
218	22	3000	120	MI O'Connor Mechanical	3,780.00	3,780.00	0.00	189.00
219	22	3000	120	MI O'Connor Mechanical	7,965.00	7,965.00	0.00	398.25
220	22	3000	120	MI O'Connor Mechanical	3,000.00	3,000.00	0.00	150.00
221	23	0593	120	MI O'Connor Mechanical	5,245.00	5,245.00	0.00	262.25
222	23	0713	120	MI O'Connor Mechanical	470.00	470.00	0.00	23.50
223	23	0713	120	MI O'Connor Mechanical	1,050.00	1,050.00	0.00	52.50
224	23	0993	120	MI O'Connor Mechanical	1,950.00	1,950.00	0.00	97.50
225	23	0993	120	MI O'Connor Mechanical	1,680.00	1,680.00	0.00	84.00
226	23	1223	120	MI O'Connor Mechanical	5,575.00	5,575.00	0.00	278.75
227	23	1223	120	MI O'Connor Mechanical	11,560.00	11,560.00	0.00	578.00
228	23	2300	120	MI O'Connor Mechanical	5,360.00	5,360.00	0.00	268.00
229	23	2300	120	MI O'Connor Mechanical	4,030.00	4,030.00	0.00	201.50
230	23	3100	120	MI O'Connor Mechanical	14,665.00	14,665.00	0.00	733.25
231	23	3100	120	MI O'Connor Mechanical	15,900.00	15,900.00	0.00	795.00
232	23	3300	120	MI O'Connor Mechanical	1,975.00	1,975.00	0.00	98.75
233	23	3300	120	MI O'Connor Mechanical	1,840.00	1,840.00	0.00	92.00
234	23	3423	120	MI O'Connor Mechanical	16,380.00	16,380.00	0.00	819.00
235	23	3423	120	MI O'Connor Mechanical	2,745.00	2,745.00	0.00	137.25
236	23	3439	120	MI O'Connor Mechanical	16,800.00	16,800.00	0.00	840.00
237	23	3439	120	MI O'Connor Mechanical	5,040.00	5,040.00	0.00	252.00
238	23	3700	120	MI O'Connor Mechanical	5,850.00	5,850.00	0.00	292.50
239	23	3700	120	MI O'Connor Mechanical	2,095.00	2,095.00	0.00	104.75
240	23	5400	120	MI O'Connor Mechanical	10,725.00	10,725.00	0.00	536.25
241	23	5400	120	MI O'Connor Mechanical	12,600.00	12,600.00	0.00	630.00
242	23	5533	120	MI O'Connor Mechanical	23,400.00	23,400.00	0.00	1,170.00
243	23	5533	120	MI O'Connor Mechanical	7,140.00	7,140.00	0.00	357.00
244	23	6213	120	MI O'Connor Mechanical	34,515.00	34,515.00	0.00	1,725.75
245	23	6213	120	MI O'Connor Mechanical	945.00	945.00	0.00	47.25
246	23	8101	120	MI O'Connor Mechanical	5,680.00	5,680.00	0.00	284.00
247	23	8101	120	MI O'Connor Mechanical	250.00	250.00	0.00	12.50
248	23	8127	120	MI O'Connor Mechanical	34,515.00	34,515.00	0.00	1,725.75
249	23	8127	120	MI O'Connor Mechanical	945.00	945.00	0.00	47.25
250	26	0000	120	CBC Electric	189,250.00	189,250.00	0.00	9,462.50
251	26	0000	120	CBC Electric	24,325.00	24,325.00	0.00	1,216.25
252	26	0000	120	CBC Electric	29,200.00	29,200.00	0.00	1,460.00
253	26	0000	120	CBC Electric	9,760.00	9,760.00	0.00	488.00
254	26	0000	120	CBC Electric	9,000.00	9,000.00	0.00	450.00
255	26	0000	120	CBC Electric	538,850.00	538,850.00	1,942.50	26,345.38
256	26	0000	120	CBC Electric	3,300.00	3,300.00	0.00	165.00
257	26	0000	120	CBC Electric	11,900.00	11,900.00	0.00	595.00
258	26	0000	120	CBC Electric	1,100.00	1,100.00	0.00	55.00
259	26	0000	120	CBC Electric	210,600.00	210,600.00	0.00	10,530.00
260	26	0000	120	CBC Electric	3,150.00	3,150.00	0.00	157.50
261	26	0000	120	CBC Electric	33,700.00	33,700.00	0.00	1,685.00
262	26	0000	120	CBC Electric	10,250.00	10,250.00	0.00	512.50
263	26	0000	120	CBC Electric	8,865.00	8,865.00	0.00	443.25
264	26	0000	120	CBC Electric	80,125.00	80,125.00	0.00	4,006.25
265	26	0000	120	CBC Electric	84,275.00	84,275.00	0.00	4,213.75
266	28	1000	120	M/L Straus Security Solutions	6,725.46	6,725.46	0.00	336.27

CONTINUATION SHEET		Application No. 40	PER. TO. January 31, 2025	ENGINEER'S PROJECT NO.	January 31, 2025	BALANCE TO BE PAID	PERCENTAGE
1	2	3	4	5	6	7	8
Spec	Item	Quantity	Unit	Contractor	Contract Price	Amount Paid	Completion %
4	3	1000	120	Excavation	10,000.00	10,000.00	100%
267	31	1000	120	Excavation	5,000.00	5,000.00	100%
268	31	1000	120	Excavation	5,000.00	5,000.00	100%
269	210	Headworks Building			61,820.00	61,820.00	100%
270	05	0000	210	Rebar	65,656.38	65,656.38	100%
271	05	0000	210	Concrete	279,297.00	279,297.00	100%
272	05	0000	210	Walls	23,473.50	23,473.50	100%
273	05	0000	210	Grade Beams	24,229.00	24,229.00	100%
274	05	0000	210	Base-Slab	39,801.50	39,801.50	100%
275	05	0000	210	SOG	54,226.00	54,226.00	100%
276	05	0000	210	Concrete Beams & Deck	21,988.50	21,988.50	100%
277	05	0000	210	Grading	24,999.00	24,999.00	100%
278	03	4100	210	Structural Precast Concrete	3,000.00	3,000.00	100%
279	03	4100	210	Structural Precast Concrete	62,000.00	62,000.00	100%
280	04	2000	210	Masonry	100,000.00	100,000.00	100%
281	04	2000	210	Masonry	52,143.51	52,143.51	100%
282	05	5000	210	Metal Fabrications	24,732.00	24,732.00	100%
283	05	5000	210	Metal Fabrications	4,305.25	4,305.25	100%
284	05	5100	210	Metal Stairs	4,042.50	4,042.50	100%
285	06	6000	210	Parshall Flame Liners	11,000.00	11,000.00	100%
286	07	6000	210	Parshall Flame Liners	3,256.00	3,256.00	100%
287	07	5100	210	Metal Stairs	4,010.00	4,010.00	100%
288	07	2500	210	Weather-Barrier	2,432.00	2,432.00	100%
289	07	2500	210	Weather-Barrier	15,900.00	15,900.00	100%
290	07	5400	210	Thermoplastic Membrane Roofing	17,000.00	17,000.00	100%
291	07	5400	210	Thermoplastic Membrane Roofing	2,600.00	2,600.00	100%
292	07	6200	210	Sheet Metal Flashing and Trim	5,800.00	5,800.00	100%
293	07	6200	210	Sheet Metal Flashing and Trim	3,500.00	3,500.00	100%
294	07	7200	210	Roof Hatch	1,300.00	1,300.00	100%
295	07	7200	210	Floor Access Door	3,872.00	3,872.00	100%
296	07	7200	210	Floor Access Door	3,840.00	3,840.00	100%
297	07	7200	210	Floor Access Door	10,806.00	10,806.00	100%
298	08	1116	210	Aluminum Doors and Frames	4,360.00	4,360.00	100%
299	08	1116	210	Aluminum Doors and Frames	403.00	403.00	100%
300	08	8000	210	Glazing	300.00	300.00	100%
301	08	8000	210	Glazing	25,000.00	25,000.00	100%
302	09	9000	210	Paints and Coatings	13,547.60	13,547.60	100%
303	15	5419	210	Metal Building System	20,500.00	20,500.00	100%
304	22	210	210	Influent & Effluent Wallpipes	7,700.00	7,700.00	100%
305	22	210	210	Influent & Effluent Wallpipes	19,300.00	19,300.00	100%
306	22	210	210	Grt. Systems Piping	21,000.00	19,950.00	95%
307	22	210	210	Grt. Systems Piping	4,125.00	4,125.00	100%
308	22	0500	210	Basic Mechanical Requirements	8,075.00	8,075.00	100%
309	22	0500	210	Basic Mechanical Requirements	3,260.00	3,260.00	100%
310	22	0529	210	Hanger and Supports	2,500.00	2,500.00	100%
311	22	0533	210	Hanger and Supports	1,625.00	1,625.00	100%
312	22	0533	210	ID for Plumbing Pipes/Equipment	1,155.00	1,155.00	100%
313	22	0533	210	ID for Plumbing Pipes/Equipment	2,075.00	2,075.00	100%
314	22	0719	210	Plumbing Piping/Insulation	1,170.00	1,170.00	100%
315	22	0719	210	Plumbing Piping/Insulation	4,480.00	4,480.00	100%
316	22	1005	210	Plumbing Piping	13,860.00	13,860.00	100%
317	22	1005	210	Plumbing Piping	13,860.00	13,860.00	100%
318	22	1006	210	Plumbing Piping Specialties	13,860.00	13,860.00	100%

CONTINUATION SHEET												
1	2	3	4	5	6	7	8	9	10			
Spec No	Sec	Item Description	Unit	Qty	Subcontractor	Subcontractor	SCHEDULED	WORK COMPLETED PREV. PERIOD	WORK COMPLETED THIS PERIOD			
319	22	1006	210	Plumbing Piping Specialties	L	MJ O'Connor Mechanical	5,285.00	5,285.00	5,285.00	100%	0.00	264.25
320	23	0593	210	TAB for HVAC	L	MJ O'Connor Mechanical	3,935.00	0.00	0.00	0%	3,935.00	0.00
321	23	0713	210	Duct Insulation	M	MJ O'Connor Mechanical	1,375.00	720.00	655.00	100%	0.00	68.75
322	23	0713	210	Duct Insulation	L	MJ O'Connor Mechanical	2,560.00	2,560.00	2,560.00	100%	0.00	128.00
323	23	0993	210	Sequence of Operation for HVAC	M	MJ O'Connor Mechanical	1,950.00	1,950.00	1,950.00	100%	0.00	97.50
324	23	0993	210	Sequence of Operation for HVAC	L	MJ O'Connor Mechanical	1,680.00	1,680.00	1,680.00	100%	0.00	84.00
325	23	1223	210	Facility Natural Gas Piping	M	MJ O'Connor Mechanical	3,715.00	3,715.00	3,715.00	100%	0.00	185.75
326	23	1223	210	Facility Natural Gas Piping	L	MJ O'Connor Mechanical	7,705.00	7,705.00	7,705.00	100%	0.00	385.25
327	23	2300	210	Refrigerant Piping	M	MJ O'Connor Mechanical	2,680.00	2,680.00	2,680.00	100%	0.00	134.00
328	23	2300	210	Refrigerant Piping	L	MJ O'Connor Mechanical	2,015.00	2,015.00	2,015.00	100%	0.00	100.75
329	23	3100	210	HVAC Ducts and Casings	M	MJ O'Connor Mechanical	11,735.00	11,735.00	11,735.00	100%	0.00	586.75
330	23	3100	210	HVAC Ducts and Casings	L	MJ O'Connor Mechanical	12,720.00	12,720.00	12,720.00	100%	0.00	636.00
331	23	3300	210	Air Duct Accessories	M	MJ O'Connor Mechanical	2,780.00	2,780.00	2,780.00	100%	0.00	139.00
332	23	3300	210	Air Duct Accessories	L	MJ O'Connor Mechanical	2,675.00	2,675.00	2,675.00	100%	0.00	133.75
333	23	3423	210	HVAC Power Ventilators	M	MJ O'Connor Mechanical	7,425.00	7,425.00	7,425.00	100%	0.00	371.25
334	23	3423	210	HVAC Power Ventilators	L	MJ O'Connor Mechanical	3,430.00	3,430.00	3,430.00	100%	0.00	171.50
335	23	3700	210	Air Outlets and Inlets	M	MJ O'Connor Mechanical	4,680.00	4,680.00	4,680.00	100%	0.00	234.00
336	23	3700	210	Air Outlets and Inlets	L	MJ O'Connor Mechanical	2,200.00	2,200.00	2,200.00	100%	0.00	110.00
337	23	6213	210	Packaged Air-Cooled Condensers	M	MJ O'Connor Mechanical	7,670.00	7,670.00	7,670.00	100%	0.00	383.50
338	23	6213	210	Packaged Air-Cooled Condensers	L	MJ O'Connor Mechanical	2,100.00	2,100.00	2,100.00	100%	0.00	105.00
339	23	7433	210	Packaged MAU's	M	MJ O'Connor Mechanical	1,700.00	1,700.00	1,700.00	100%	0.00	85.00
340	23	7433	210	Packaged MAU's	L	MJ O'Connor Mechanical	22,750.00	22,750.00	22,750.00	100%	0.00	1,137.50
341	23	8101	210	Terminal Heat Transfer Units	M	MJ O'Connor Mechanical	1,010.00	1,010.00	1,010.00	100%	0.00	50.50
342	23	8101	210	Terminal Heat Transfer Units	L	MJ O'Connor Mechanical	7,670.00	7,670.00	7,670.00	100%	0.00	383.50
343	23	8127	210	Split Systems AC Units	M	MJ O'Connor Mechanical	210.00	210.00	210.00	100%	0.00	10.50
344	23	8127	210	Split Systems AC Units	L	MJ O'Connor Mechanical	3,629.54	3,629.54	3,629.54	100%	0.00	181.48
345	22	0523	210	Process Valves	M	Mellen & Associates	38,050.00	38,050.00	38,050.00	100%	0.00	1,902.50
346	26	0000	210	Headworks Area	M	CEC Electric	66,475.00	66,475.00	66,475.00	100%	0.00	3,323.75
347	26	0000	210	Headworks Area	L	CEC Electric	42,450.00	42,450.00	42,450.00	100%	0.00	2,122.50
348	26	0000	210	Lighting	M	CEC Electric	3,795.00	3,795.00	3,795.00	100%	0.00	189.75
349	26	0000	210	Lighting	L	CEC Electric	5,960.00	5,960.00	5,960.00	100%	0.00	298.00
350	26	0000	210	Excavation	M	Con-Struct, Inc.	45,000.00	45,000.00	45,000.00	100%	0.00	2,250.00
351	31	1000	210	Excavation	L	Con-Struct, Inc.	87,565.00	87,565.00	87,565.00	100%	0.00	4,378.25
352	31	1000	210	Excavation	M	RW Gate Co.	78,500.00	78,500.00	78,500.00	100%	0.00	3,925.00
353	35	2016	210	Aluminum Stop Logs/Fabricated Metal Slide Gates	L	Williams Brothers Construction	18,500.00	18,500.00	18,500.00	100%	0.00	925.00
354	35	2016	210	Aluminum Stop Logs/Fabricated Metal Slide Gates	M	D.J. Gogol & Associates, Inc.	2,000.00	2,000.00	2,000.00	100%	0.00	100.00
355	43	2113	210	Self-Priming Centrifugal Solids-Handling Pump	M	Volcan Industries Inc.	185,860.00	185,860.00	185,860.00	100%	0.00	9,293.00
356	43	2113	210	Self-Priming Centrifugal Solids-Handling Pump	L	Williams Brothers Construction	13,500.00	13,500.00	13,500.00	100%	0.00	675.00
357	46	2151	210	Multiple Rate Bar Screen	M	Volcan Industries Inc.	50,000.00	50,000.00	50,000.00	100%	0.00	2,500.00
358	46	2151	210	Multiple Rate Bar Screen	L	Williams Brothers Construction	13,500.00	13,500.00	13,500.00	100%	0.00	675.00
359	46	2152	210	Screenings Washer/Compactor	M	Volcan Industries Inc.	13,500.00	13,500.00	13,500.00	100%	0.00	675.00
360	46	2152	210	Screenings Washer/Compactor	L	Williams Brothers Construction	102,677.00	102,677.00	102,677.00	100%	0.00	5,133.85
361	46	2327	210	Grit Washer	M	Volcan Industries Inc.	7,250.00	7,250.00	7,250.00	100%	0.00	362.50
362	46	2327	210	Grit Washer	L	Williams Brothers Construction	64,272.00	64,272.00	64,272.00	100%	0.00	3,213.60
363	46	2323	210	Grit Removal Equipment	M	Oriva USA, LLC	7,250.00	7,250.00	7,250.00	100%	0.00	362.50
364	46	2323	210	Grit Removal Equipment	L	Williams Brothers Construction	7,126.93	7,126.93	7,126.93	100%	0.00	356.35
365	46	6124	210	Composite Samplers	M	GPM	0.00	0.00	0.00	0%	0.00	0.00
366	520	020	0000	Oxidation Ditches	M		652,235.00	652,235.00	652,235.00	100%	0.00	32,611.75
367	03	0000	320	Rebar	M	Ambassador Steel Fabrications	521,280.36	521,280.36	521,280.36	100%	0.00	26,064.02
368	03	0000	320	Concrete	M	Central Iowa Ready Mix	2,168,758.50	2,168,758.50	2,168,758.50	100%	0.00	108,437.93
370	03	0000	320	Walls	L	Williams Brothers Construction						

1		CONTINUATION SHEET		Application No. 40	January 31, 2025	PER TO:	January 31, 2025	ENGINEER'S PROJECT NO:		0.00	
3	4	5	6	7	8	9	10	11	12	13	14
Spec	Sec	QTY	UNIT	DESCRIPTION	SUPPLIER	SCHEDULED	WORK COMPLETED	MATERIALS STORED	TOTAL COMP	COMPL	PAYMENT
						THIS PERIOD					TO FINISH
371	05	0000	320	Base Slab	L Williams Brothers Construction	403,456.00	403,456.00	0.00	403,456.00	100%	0.00
372	05	0000	320	Concrete Beams	L Williams Brothers Construction	141,626.00	141,626.00	0.00	141,626.00	100%	0.00
373	05	0000	320	Suspended Slab	L Williams Brothers Construction	139,349.00	139,349.00	0.00	139,349.00	100%	0.00
374	05	0000	320	Housekeeping Pads	L Williams Brothers Construction	3,250.00	3,250.00	0.00	3,250.00	100%	0.00
375				Oxidation Splitter	M/L Ambassador Steel Fabrications	15,345.00	15,345.00	0.00	15,345.00	100%	0.00
376	03	0000	320	Rebar	M Central-Iowa Ready Mix	9,110.05	9,110.05	0.00	9,110.05	100%	0.00
377	03	0000	320	Concrete	L Williams Brothers Construction	69,913.50	69,913.50	0.00	69,913.50	100%	0.00
378	03	0000	320	Walls	L Williams Brothers Construction	6,092.00	6,092.00	0.00	6,092.00	100%	0.00
379	03	0000	320	Base Slab	L Williams Brothers Construction	371.00	371.00	0.00	371.00	100%	0.00
380	03	0000	320	Grouting	L Williams Brothers Construction	89,547.00	89,547.00	0.00	89,547.00	100%	0.00
381	05	4100	320	Structural Precast Concrete	M Mid-States Concrete Industries	42,840.00	42,840.00	0.00	42,840.00	100%	0.00
382	05	4100	320	Structural Precast Concrete	L Williams Brothers Construction	103,800.84	103,800.84	0.00	103,800.84	100%	0.00
383	05	5000	320	Metal Fabrications	M Brewer Metal Craftsmen, Inc	44,464.00	44,464.00	0.00	44,464.00	100%	0.00
384	05	5000	320	Metal Fabrications	L Williams Brothers Construction	36,134.14	36,134.14	0.00	36,134.14	100%	99.51
385	05	5100	320	Metal Stairs	M Brewer Metal Craftsmen, Inc	26,048.00	26,048.00	0.00	26,048.00	100%	0.00
386	07	5400	320	Metal Stairs	L Williams Brothers Construction	3,600.00	3,600.00	0.00	3,600.00	100%	0.00
387	09	9000	320	Paints and Coatings	M/L RR Coatings	18,000.00	18,000.00	0.00	18,000.00	100%	0.00
388	22		320	Underslab Drains	M Tobin Brothers	21,000.00	21,000.00	0.00	21,000.00	100%	0.00
389	22		320	Underslab Drains	L Tobin Brothers	44,000.00	44,000.00	0.00	44,000.00	100%	0.00
390	22		320	Flow Splitter/Box	M Tobin Brothers	21,000.00	21,000.00	0.00	21,000.00	100%	0.00
391	22		320	Flow Splitter/Box	L Tobin Brothers	32,000.00	32,000.00	0.00	32,000.00	100%	0.00
392	22		320	Ox Ditch Effluent	M Tobin Brothers	11,000.00	11,000.00	0.00	11,000.00	100%	0.00
393	22		320	Ox Ditch Effluent	L Tobin Brothers	10,866.58	10,866.58	0.00	10,866.58	100%	0.00
394	22	0523	320	Process Valves	M Mellett & Associates	44,925.00	44,925.00	0.00	44,925.00	100%	0.00
395	26	0000	320	Oxidation Ditches Area	M CEC Electric	92,150.00	92,150.00	0.00	92,150.00	100%	0.00
396	26	0000	320	Oxidation Ditches Area	L CEC Electric	21,250.00	21,250.00	0.00	21,250.00	100%	0.00
397	26	0000	320	Lighting	M CEC Electric	4,560.00	4,560.00	0.00	4,560.00	100%	0.00
398	26	0000	320	Lighting	L CEC Electric	16,625.00	16,625.00	0.00	16,625.00	100%	0.00
399	26	0000	320	Lighting Protection	M CEC Electric	60,000.00	60,000.00	0.00	60,000.00	100%	0.00
400	31	1000	320	Excavation	M Con-Struct, Inc.	150,000.00	150,000.00	0.00	150,000.00	100%	0.00
401	31	1000	320	Excavation	L Con-Struct, Inc.	1,338,637.00	1,290,705.15	0.00	1,290,705.15	95%	67,931.85
402	46	5362	320	Oxidation Ditch System Equipment	M Orvivo USA, LLC	104,500.00	104,500.00	0.00	104,500.00	100%	0.00
403	46	5362	320	Oxidation Ditch System Equipment	L Williams Brothers Construction	32,000.00	32,000.00	0.00	32,000.00	100%	0.00
404	46	4123	320	Submersible Mixing Equipment	M Orvivo USA, LLC	104,500.00	104,500.00	0.00	104,500.00	100%	0.00
405	46	4123	320	Submersible Mixing Equipment	L Williams Brothers Construction	32,000.00	32,000.00	0.00	32,000.00	100%	0.00
406	350	Secochinary		Treatment Building							
407	03	0000	350	Rebar	M/L Ambassador Steel Fabrications	51,430.00	51,430.00	0.00	51,430.00	100%	0.00
408	03	0000	350	Concrete	M Central Iowa Ready Mix	34,650.44	34,650.44	0.00	34,650.44	100%	0.00
409	03	0000	350	Walls	L Williams Brothers Construction	105,499.00	105,499.00	0.00	105,499.00	100%	0.00
410	03	0000	350	Base Slab	L Williams Brothers Construction	22,811.00	22,811.00	0.00	22,811.00	100%	0.00
411	03	0000	350	Suspended Slab	L Williams Brothers Construction	38,730.35	38,730.35	0.00	38,730.35	100%	0.00
412	03	0000	350	Columns	L Williams Brothers Construction	5,247.00	5,247.00	0.00	5,247.00	100%	0.00
413	03	4100	350	Structural Precast Concrete	M Mid-States Concrete Industries	15,484.00	15,484.00	0.00	15,484.00	100%	0.00
414	03	4100	350	Structural Precast Concrete	L Williams Brothers Construction	8,000.00	8,000.00	0.00	8,000.00	100%	0.00
415	04	2000	350	Masonry	M Signature Masonry of Des Moines	56,770.00	56,770.00	0.00	56,770.00	100%	0.00
416	04	2000	350	Masonry	L Signature Masonry of Des Moines	102,000.00	102,000.00	0.00	102,000.00	100%	0.00
417	05	5000	350	Metal Fabrications	M Brewer Metal Craftsmen, Inc	11,398.86	11,398.86	0.00	11,398.86	100%	0.00
418	05	5000	350	Metal Fabrications	L Brewer Metal Craftsmen, Inc	4,946.00	4,946.00	0.00	4,946.00	100%	0.00
419	05	5100	350	Metal Stairs	M Brewer Metal Craftsmen, Inc	12,993.62	12,993.62	0.00	12,993.62	100%	0.00
420	05	5100	350	Metal Stairs	L Brewer Metal Craftsmen, Inc	9,768.00	9,768.00	0.00	9,768.00	100%	0.00
421	07	1713	350	Beantone Panel Water Proofing	M Williams Brothers Construction	7,568.00	7,568.00	0.00	7,568.00	100%	0.00
422	07	1713	350	Beantone Panel Water Proofing	L Williams Brothers Construction	6,525.00	6,525.00	0.00	6,525.00	100%	0.00

CONTINUATION SHEET										Application No. 40	PER. TO: January 31, 2025	ENGINEERS' PROJECT NO.:	BALANCE TO FINISH	REMARKS	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spec	Sec	Draw	Notes	WVFT	SCHEMATIC	SCHEDULED	PREVIOUS PERIOD	THIS PERIOD	MAJOR ITEMS	TOTAL WORKS STORED	PERCENTAGE STORED	BALANCE TO FINISH	REMARKS		
423	07	2500	350	Weather Barrier	M	Williams Brothers Construction	2,877.00	2,877.00		2,877.00	100%	0.00	143.85		
424	07	2500	350	Weather Barrier	L	Williams Brothers Construction	1,859.00	1,859.00		1,859.00	100%	0.00	92.95		
425	07	3400	350	Thermoplastic Membrane Roofing	M	Central States Roofing	8,700.00	8,700.00		8,700.00	100%	0.00	435.00		
426	07	5400	350	Thermoplastic Membrane Roofing	L	Central States Roofing	9,500.00	9,500.00		9,500.00	100%	0.00	475.00		
427	07	6200	350	Sheet Metal Flashing and Trim	M	Central States Roofing	1,200.00	1,200.00		1,200.00	100%	0.00	60.00		
428	07	6200	350	Sheet Metal Flashing and Trim	L	Central States Roofing	3,200.00	3,200.00		3,200.00	100%	0.00	160.00		
430	08	1116	350	Aluminum Doors and Frames	M	East Moline Glass	12,005.00	12,005.00		12,005.00	100%	0.00	600.15		
431	08	4313	350	Aluminum Doors and Frames	L	East Moline Glass	3,552.00	3,552.00		3,552.00	100%	0.00	177.60		
432	08	4313	350	Aluminum-Framed Storefronts	M	East Moline Glass	993.00	993.00		993.00	100%	0.00	49.65		
433	08	8113	350	Aluminum-Framed Storefronts	L	East Moline Glass	1,201.00	1,201.00		1,201.00	100%	0.00	60.05		
434	08	8113	350	Floor Hatches	M	Halliday Products	892.00	892.00		892.00	100%	0.00	44.60		
435	08	8000	350	Floor Hatches	L	Williams Brothers Construction	400.00	400.00		400.00	100%	0.00	20.00		
436	08	8000	350	Glazing	M	East Moline Glass	522.00	522.00		522.00	100%	0.00	26.10		
437	09	2116	350	Gypsum Board Assemblies	M	East Moline Glass	330.00	330.00		330.00	100%	0.00	16.30		
438	09	2116	350	Gypsum Board Assemblies	L	Baker Interior Systems	537.00	537.00		537.00	100%	0.00	26.85		
439	09	5100	350	Acoustical Ceiling	M	Baker Interior Systems	946.00	946.00		946.00	97%	29.00	45.85		
440	09	5100	350	Acoustical Ceiling	L	Baker Interior Systems	3,465.50	3,465.50		3,465.50	100%	0.00	173.28		
441	09	9000	350	Paints and Coatings	M/L	Baker Interior Systems	2,235.50	1,341.50		1,341.50	60%	894.00	67.08		
442	22	350	350	RAS/WAS Piping	M	RP Coatings	32,000.00	32,000.00		32,000.00	100%	0.00	1,600.00		
443	22	350	350	RAS/WAS Piping	L	Tobin Brothers	157,000.00	157,000.00		157,000.00	100%	0.00	7,850.00		
444	22	350	350	Micro Feed	M	Tobin Brothers	88,000.00	84,000.00		84,000.00	9%	4,000.00	4,200.00		
445	22	0500	350	Basic Mechanical Requirements	L	Tobin Brothers	3,000.00	3,000.00		3,000.00	0%	2,000.00	0.00		
446	22	0500	350	Basic Mechanical Requirements	M	MJ O'Connor Mechanical	5,300.00	5,300.00		5,300.00	0%	3,000.00	0.00		
447	22	0500	350	Basic Mechanical Requirements	L	MJ O'Connor Mechanical	10,430.00	10,430.00		10,430.00	100%	0.00	275.00		
448	22	0529	350	Hanger and Supports	M	MJ O'Connor Mechanical	650.00	650.00		650.00	100%	0.00	32.50		
449	22	0529	350	Hanger and Supports	L	MJ O'Connor Mechanical	1,000.00	1,000.00		1,000.00	100%	0.00	50.00		
450	22	0553	350	ID for Plumbing Pipe/Equipment	M	MJ O'Connor Mechanical	1,625.00	1,625.00		1,625.00	0%	1,625.00	0.00		
451	22	0553	350	ID for Plumbing Pipe/Equipment	L	MJ O'Connor Mechanical	840.00	840.00		840.00	0%	840.00	0.00		
452	22	0719	350	Plumbing Piping Insulation	M	MJ O'Connor Mechanical	1,545.00	1,545.00		1,545.00	100%	0.00	77.25		
453	22	0719	350	Plumbing Piping Insulation	L	MJ O'Connor Mechanical	2,970.00	2,970.00		2,970.00	100%	0.00	148.50		
454	22	1005	350	Plumbing Piping	M	MJ O'Connor Mechanical	2,100.00	2,100.00		2,100.00	100%	0.00	105.00		
455	22	1005	350	Plumbing Piping	L	MJ O'Connor Mechanical	13,510.00	13,510.00		13,510.00	100%	0.00	675.50		
456	22	1006	350	Plumbing Piping Specialties	M	MJ O'Connor Mechanical	13,680.00	13,680.00		13,680.00	100%	0.00	684.00		
457	22	1006	350	Plumbing Piping Specialties	L	MJ O'Connor Mechanical	6,125.00	6,125.00		6,125.00	100%	0.00	306.25		
458	22	3000	350	Plumbing Equipment	M	MJ O'Connor Mechanical	19,070.00	19,070.00		19,070.00	100%	0.00	953.50		
459	22	3000	350	Plumbing Equipment	L	MJ O'Connor Mechanical	2,945.00	2,945.00		2,945.00	100%	0.00	147.25		
460	22	3000	350	Plumbing Fixtures	M	MJ O'Connor Mechanical	6,375.00	6,375.00		6,375.00	100%	0.00	318.75		
461	22	3000	350	Plumbing Fixtures	L	MJ O'Connor Mechanical	2,460.00	2,460.00		2,460.00	100%	0.00	123.00		
462	23	0931	350	FAB for HVAC	M	MJ O'Connor Mechanical	6,560.00	6,560.00		6,560.00	0%	6,560.00	0.00		
463	23	0713	350	Duct Insulation	L	MJ O'Connor Mechanical	830.00	830.00		830.00	100%	0.00	41.50		
464	23	0713	350	Duct Insulation	M	MJ O'Connor Mechanical	1,910.00	1,910.00		1,910.00	100%	0.00	95.50		
465	23	0931	350	Sequence of Operation for HVAC	M	MJ O'Connor Mechanical	1,950.00	1,950.00		1,950.00	100%	0.00	97.50		
466	23	0931	350	Sequence of Operation for HVAC	L	MJ O'Connor Mechanical	1,680.00	1,680.00		1,680.00	100%	0.00	84.00		
467	23	1223	350	Facility Natural Gas Piping	M	MJ O'Connor Mechanical	5,575.00	5,575.00		5,575.00	100%	0.00	278.75		
468	23	1223	350	Facility Natural Gas Piping	L	MJ O'Connor Mechanical	11,560.00	11,560.00		11,560.00	100%	0.00	578.00		
469	23	2300	350	Refrigerant Piping	M	MJ O'Connor Mechanical	2,680.00	2,680.00		2,680.00	100%	0.00	134.00		
470	23	2300	350	Refrigerant Piping	L	MJ O'Connor Mechanical	2,015.00	1,800.00		1,800.00	89%	215.00	90.00		
471	23	3100	350	HVAC Ducts and Casings	M	MJ O'Connor Mechanical	11,735.00	11,735.00		11,735.00	100%	0.00	586.75		
472	23	3100	350	HVAC Ducts and Casings	L	MJ O'Connor Mechanical	12,720.00	12,720.00		12,720.00	100%	0.00	636.00		
473	23	3300	350	Air Duct Accessories	M	MJ O'Connor Mechanical	1,780.00	1,780.00		1,780.00	100%	0.00	89.00		
474	23	3300	350	Air Duct Accessories	L	MJ O'Connor Mechanical	1,670.00	1,670.00		1,670.00	100%	0.00	83.50		

CONTINUATION SHEET												
1	2	3	4	5	6	7	8	9	10			
Spec	NO.	Quantity	Unit	Material	Contractor	Scheduled	Work Completed	Materials Stored	Permit			
4	3	2	1	5	6	7	8	9	10			
475	23	3423	350	HVAC Power Ventilators	M	4,455.00	4,455.00	222.75	4,455.00	100%	0.00	222.75
476	23	3423	350	HVAC Power Ventilators	L	2,060.00	1,960.00	1,960.00	1,960.00	95%	100.00	98.00
477	23	3700	350	Air Outlets and Inlets	M	4,680.00	4,680.00	4,680.00	4,680.00	100%	0.00	284.00
478	23	3700	350	Air Outlets and Inlets	L	1,200.00	1,200.00	1,200.00	1,200.00	100%	0.00	-60.00
479	23	6213	350	Packaged Air Cooled Condensers	M	19,175.00	18,216.25	18,216.25	18,216.25	95%	958.75	910.81
480	23	6213	350	Packaged Air Cooled Condensers	L	2,525.00	2,520.00	2,520.00	2,520.00	99%	205.00	116.00
481	23	7433	350	Packaged Make Up Air Units	M	19,350.00	19,350.00	19,350.00	19,350.00	100%	0.00	967.50
482	23	7433	350	Packaged Make Up Air Units	L	2,830.00	2,415.00	2,415.00	2,415.00	85%	415.00	120.75
483	23	8101	350	Terminal Heat Transfer Units	M	5,690.00	5,690.00	5,690.00	5,690.00	100%	0.00	284.50
484	23	8101	350	Terminal Heat Transfer Units	L	2,250.00	2,250.00	2,250.00	2,250.00	100%	0.00	112.50
485	23	8127	350	Split Systems AC Units	M	19,175.00	19,174.94	19,174.94	19,174.94	100%	0.06	958.75
486	23	8127	350	Split Systems AC Units	L	2,415.00	2,295.00	2,295.00	2,295.00	95%	120.00	114.75
487	22	0523	350	Process Valves	M	82,666.71	82,666.71	82,666.71	82,666.71	100%	200.00	450.00
488	22		350	Chemical Piping	M	9,000.00	9,000.00	9,000.00	9,000.00	98%	2,000.00	450.00
490	26	0000	350	Lighting	M	8,350.00	8,350.00	8,350.00	8,350.00	100%	0.00	442.50
491	26	0000	350	Lighting	L	3,510.00	3,510.00	3,510.00	3,510.00	100%	0.00	175.50
492	26	0000	350	Lighting Protection	M	19,035.00	19,035.00	19,035.00	19,035.00	100%	0.00	951.75
493	28	1000	350	Access Control Video Surveillance	M	14,991.54	14,991.54	14,991.54	14,991.54	100%	0.00	749.58
494	31	1000	350	Excavation	M	4,000.00	4,000.00	4,000.00	4,000.00	100%	0.00	200.00
495	31	1000	350	Excavation	L	25,000.00	25,000.00	25,000.00	25,000.00	100%	0.00	1,250.00
496	33	3216	350	Packaged Grinder Pump Station	M	7,450.00	7,450.00	7,450.00	7,450.00	100%	0.00	372.50
497	33	3216	350	Packaged Grinder Pump Station	L	6,500.00	6,500.00	6,500.00	6,500.00	100%	0.00	325.00
498	41	2223	350	Hoist and Monorail System	M/L	18,095.00	18,095.00	18,095.00	18,095.00	100%	0.00	904.75
499	43	2113	350	Non-Clog Centrifugal Pumping Equipment	M	60,790.00	60,790.00	60,790.00	60,790.00	100%	0.00	3,059.50
500	43	2113	350	Non-Clog Centrifugal Pumping Equipment	L	8,000.00	8,000.00	8,000.00	8,000.00	100%	0.00	400.00
501	360	Secondary		Treatment Chemical Storage Building								
502	03	0000	360	Rebar	M/L	7,030.00	7,030.00	7,030.00	7,030.00	100%	0.00	351.50
503	03	0000	360	Concrete	M	7,833.03	7,833.03	7,833.03	7,833.03	100%	0.00	391.65
504	03	0000	360	Walls	L	28,459.50	28,459.50	28,459.50	28,459.50	100%	0.00	1,421.98
505	03	0000	360	Grade-Beams	L	19,455.00	19,455.00	19,455.00	19,455.00	100%	0.00	972.75
506	03	0000	360	SOG	L	15,719.50	15,719.50	15,719.50	15,719.50	100%	0.00	785.98
507	03	0000	360	Housekeeping Pails	L	5,142.50	5,142.50	5,142.50	5,142.50	100%	0.00	257.13
508	04	2000	360	Masonry	M	13,000.00	13,000.00	13,000.00	13,000.00	100%	0.00	650.00
509	04	2000	360	Masonry	L	13,000.00	13,000.00	13,000.00	13,000.00	100%	0.00	650.00
510	05	5000	360	Metal Fabrications	M	2,924.06	2,924.06	2,924.06	2,924.06	100%	0.00	146.20
511	05	5000	360	Metal Fabrications	L	1,448.00	1,448.00	1,448.00	1,448.00	100%	0.00	72.40
512	06	8006	360	Fiberglass Reinforced Plastic Fab.	M	26,000.00	26,000.00	26,000.00	26,000.00	100%	0.00	1,300.00
513	06	8006	360	Fiberglass Reinforced Plastic Fab	L	8,750.00	8,750.00	8,750.00	8,750.00	100%	0.00	437.50
514	07	2500	360	Weather Barrier	M	922.00	922.00	922.00	922.00	100%	0.00	46.10
515	07	2500	360	Weather Barrier	L	1,006.00	1,006.00	1,006.00	1,006.00	100%	0.00	50.30
516	08	1116	360	Aluminum Doors and Frames	M	7,912.00	7,912.00	7,912.00	7,912.00	100%	0.00	395.60
517	08	1116	360	Aluminum Doors and Frames	L	2,292.00	2,292.00	2,292.00	2,292.00	100%	0.00	114.60
518	08	8113	360	Floor Hatches	M	651.00	651.00	651.00	651.00	100%	0.00	32.55
519	08	8113	360	Floor Hatches	L	400.00	400.00	400.00	400.00	100%	0.00	20.00
520	08	8000	360	Glazing	M	355.00	355.00	355.00	355.00	100%	0.00	16.75
521	08	8000	360	Glazing	L	250.00	250.00	250.00	250.00	100%	0.00	12.50
522	09	9000	360	Paints and Coatings	M/L	14,000.00	14,000.00	14,000.00	14,000.00	100%	0.00	700.00
523	15	3419	360	Meat Building System	M	31,090.00	31,090.00	31,090.00	31,090.00	100%	0.00	1,554.50
524	22	0500	360	Basic Mechanical Requirements	M	1,375.00	1,375.00	1,375.00	1,375.00	100%	0.00	68.75
525	22	0500	360	Basic Mechanical Requirements	L	2,060.00	2,060.00	2,060.00	2,060.00	100%	0.00	103.00
526	22	0529	360	Hanger and Supports	M	1,065.00	1,065.00	1,065.00	1,065.00	100%	0.00	52.25

CONTINUATION SHEET				Application No. 40	PER TO: January 31, 2025	ENGINEERS' PROJECT NO.:	0.00	
1				APPL. DATE: January 31, 2025	WORK COMPLETED	PERCENTAGE COMPLETED	0.00	
3	Spec	NO.	Item Description	QTY	UNIT PRICE	AMOUNT	AMOUNT	AMOUNT
4	Sec							
527	22	0529	360	Flange and Supports	L	1,800.00	1,800.00	90.00
528	22	0533	360	ID for Plumbing Pipe/Equipment	M	825.00	0.00	0.00
529	22	0535	360	ID for Plumbing Pipe/Equipment	L	670.00	0.00	0.00
530	22	1005	360	Plumbing Piping	M	890.00	890.00	44.50
531	22	1005	360	Plumbing Piping	L	1,855.00	1,855.00	92.75
532	22	1005	360	Plumbing Piping	M	6,930.00	6,930.00	346.50
533	22	1005	360	Plumbing Piping Specialties	L	3,060.00	3,060.00	153.00
534	22	3009	360	Plumbing Equipment	M	9,255.00	9,255.00	462.75
535	22	3009	360	Plumbing Equipment	L	1,475.00	1,475.00	73.75
536	22	3009	360	Plumbing Equipment	M	2,080.00	2,080.00	104.00
537	22	3009	360	Plumbing Fixtures	L	1,100.00	1,100.00	55.00
538	22	0599	360	IAB for HVAC	L	1,320.00	0.00	0.00
539	23	0993	360	Sequence of Operation for HVAC	L	975.00	975.00	48.75
540	23	0993	360	Sequence of Operation for HVAC	M	840.00	840.00	42.00
541	23	3100	360	HVAC Ducts and Casings	M	5,865.00	5,865.00	293.25
542	23	3100	360	HVAC Ducts and Casings	L	6,360.00	6,360.00	318.00
543	25	3300	360	Air Duct Accessories	M	390.00	390.00	19.50
544	25	3300	360	Air Duct Accessories	L	335.00	335.00	16.75
545	25	3423	360	HVAC Power Ventilators	M	4,095.00	4,095.00	204.75
546	25	3423	360	HVAC Power Ventilators	L	685.00	685.00	34.25
547	25	3700	360	Air Outlets and Inlets	M	1,170.00	1,170.00	58.50
548	25	3700	360	Air Outlets and Inlets	L	300.00	300.00	15.00
549	25	3101	360	Terminal Heat Transfer Units	M	1,275.00	1,275.00	63.75
550	25	3101	360	Terminal Heat Transfer Units	L	505.00	505.00	25.25
551	26	0990	360	Chemical Storage	M	19,833.50	19,833.50	991.68
552	26	0990	360	Chemical Storage	L	37,128.50	37,128.50	1,856.43
553	26	0000	360	Lighting	M	4,300.00	4,300.00	215.00
554	26	0000	360	Lighting	L	1,040.00	1,040.00	52.00
555	26	0000	360	Lighting Protection	M	3,600.00	3,600.00	180.00
556	31	1009	360	Excavation	L	3,000.00	3,000.00	150.00
557	31	1009	360	Excavation	M	5,000.00	5,000.00	250.00
558	43	4116	360	Bulk Chemical Storage Tanks	L	101,700.00	101,700.00	5,085.00
559	43	4116	360	Bulk Chemical Storage Tanks	M	5,200.00	5,200.00	260.00
560	46	3334	360	Peristaltic Metering Pumps	L	62,338.00	62,338.00	3,116.90
561	46	3334	360	Peristaltic Metering Pumps	M	3,500.00	3,500.00	175.00
562	46	3383	360	Chemical Feed Accessories	M	15,928.00	15,928.00	796.40
563	46	3383	360	Chemical Feed Accessories	L	2,000.00	2,000.00	100.00
564	380	Secondary Clarifiers						
565	05	0000	380	Rebar	M/L	153,830.00	153,830.00	7,691.50
566	03	0000	380	Concrete	M	165,479.35	165,479.35	8,273.97
567	03	0000	380	Walls	L	667,925.00	667,925.00	33,396.25
568	03	0000	380	Base Slab	L	249,463.00	249,463.00	12,473.15
569	03	0000	380	Suspended Slab	L	58,843.00	58,843.00	2,942.15
570	03	0000	380	Grouting	L	45,800.00	45,800.00	2,290.00
571	03	0000	380	Concrete	M	9,238.83	9,238.83	461.94
572	03	0000	380	Walls	L	71,709.50	71,709.50	3,585.48
573	03	0000	380	Round Pipes	L	694.00	694.00	34.70
574	03	0000	380	Base Slab	L	6,354.00	6,354.00	317.70
575	03	0000	380	Grouting	L	3,256.50	3,256.50	162.83
576	05	5000	380	Metal Fabrications	M	4,748.46	4,748.46	237.42
577	05	5000	380	Metal Fabrications	L	1,648.00	1,648.00	82.40
578	05	5100	380	Metals Straps	M	13,620.50	13,620.50	681.03

Application No. 40 PER TO: January 31, 2025 ENGINEER'S PROJECT NO.: 0.00

1		CONTINUATION SHEET										
Spec 4	Qty	Unit	SCHEDULED		SPRINTER	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLET & STORED	COMPLET %	BALANCE TO FINISH	RESERVE
			PER CONTRACTORS	PER OWNER		THIS PERIOD	PREVIOUS PERIOD					
579	40	5400	L	Williams Brothers Construction					9,768.00	100%	0.00	483.40
580	09	9000	M/L	RP Coatings					56,000.00	100%	0.00	2,800.00
581	12	0000	M	Tobin Brothers					7,600.00	100%	0.00	380.00
582	22	0000	L	Tobin Brothers					22,800.00	100%	0.00	1,140.00
583	22	0000	M	Tobin Brothers					18,000.00	100%	0.00	900.00
584	22	0000	L	Tobin Brothers					8,500.00	100%	0.00	425.00
585	22	0000	M	Tobin Brothers					48,000.00	100%	0.00	2,400.00
586	22	0000	L	Tobin Brothers					16,500.00	100%	0.00	825.00
587	22	0000	M	Tobin Brothers					43,900.00	100%	0.00	2,195.00
588	22	0000	L	Tobin Brothers					12,000.00	100%	0.00	600.00
589	26	0000	M	CFC Electric					43,475.00	100%	0.00	2,173.75
590	26	0000	L	CFC Electric					90,850.00	100%	0.00	4,542.50
591	31	1000	M	Con-Struct, Inc.					42,000.00	100%	0.00	2,100.00
592	31	1000	L	Con-Struct, Inc.					120,000.00	100%	0.00	6,000.00
593	31	1000	M	Con-Struct, Inc.					1,000.00	100%	0.00	50.00
594	31	1000	L	Con-Struct, Inc.					9,000.00	100%	0.00	450.00
595	46	4323	M	Orvo USA, LLC					377,359.00	100%	0.00	18,867.95
596	46	4323	L	Williams Brothers Construction					113,600.00	100%	0.00	5,680.00
597	390	Return Pump Station							0.00			0.00
598	03	0000	L	Williams Brothers Construction					19,840.00	100%	0.00	992.00
599	03	0000	M	Williams Brothers Construction					17,171.76	100%	0.00	858.59
600	03	0000	L	Williams Brothers Construction					80,761.50	100%	0.01	4,038.07
601	03	0000	L	Williams Brothers Construction					10,658.50	100%	0.00	502.93
602	03	0000	L	Williams Brothers Construction					17,063.00	100%	0.00	853.15
603	03	0000	L	Williams Brothers Construction					879.50	100%	0.00	43.98
604	03	0000	L	Williams Brothers Construction					3,594.50	100%	0.00	179.73
605	03	0000	M	Bretex Metal Craftsmen, Inc					5,302.54	100%	0.00	265.13
606	05	5000	L	Williams Brothers Construction					3,298.00	100%	0.00	164.90
607	07	1953	M/L	Williams Brothers Construction					6,451.29	100%	0.00	322.56
608	07	2119	M/L	Iowa Foam Insulators, LLC					9,982.00	100%	0.00	499.10
609	07	1713	M	Williams Brothers Construction					4,684.00	100%	0.00	234.20
610	07	1713	L	Williams Brothers Construction					4,122.00	100%	0.00	206.10
611	08	3113	M	Halliday Products					537.00	100%	0.00	26.85
612	08	3113	L	Williams Brothers Construction					400.00	100%	0.00	20.00
613	08	3113	M	Iowa Pump Works					8,450.00	100%	0.00	422.50
614	08	8113	L	Williams Brothers Construction					6,500.00	100%	0.00	325.00
615	09	9000	M/L	RP Coatings					6,600.00	100%	0.00	330.00
616	22	0000	M	Tobin Brothers					24,800.00	100%	0.00	1,240.00
617	22	0000	L	Tobin Brothers					19,500.00	100%	0.00	965.00
618	22	0500	M	MI O'Connor Mechanical					1,375.00	100%	0.00	68.75
619	22	0500	L	MI O'Connor Mechanical					2,660.00	100%	0.00	133.00
620	22	0529	M	MI O'Connor Mechanical					1,050.00	100%	0.00	52.50
621	22	0529	L	MI O'Connor Mechanical					1,200.00	100%	0.00	60.00
622	22	0553	M	MI O'Connor Mechanical					0.00	0%	575.00	0.00
623	22	0553	L	MI O'Connor Mechanical					0.00	0%	560.00	0.00
624	22	0719	M	MI O'Connor Mechanical					1,100.00	100%	0.00	55.00
625	22	0719	L	MI O'Connor Mechanical					785.00	100%	0.00	39.25
626	22	3000	M	MI O'Connor Mechanical					3,175.00	100%	0.00	158.75
627	22	3000	L	MI O'Connor Mechanical					490.00	100%	0.00	24.50
628	23	0593	M	MI O'Connor Mechanical					485.00	100%	0.00	24.25
629	23	0593	L	MI O'Connor Mechanical					420.00	100%	0.00	21.00
630	25	0993	M	MI O'Connor Mechanical					485.00	100%	0.00	24.25
631	25	0993	L	MI O'Connor Mechanical					420.00	100%	0.00	21.00

CONTINUATION SHEET										PER TO:	January 31, 2025	0.00	
										ENGINEER'S PROJECT NO.:			
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Item No.	Spec No.	Quantity	Unit	Description	Supplier	Subcontractor	Contractor	Work Completed	Materials Stored	Total Comp. & Stored	Balance To Vendor	Retention	
631	23	3100	390	HVAC Ducts and Casings	MJ O'Connor Mechanical	M	2,930.00	732.04	2,197.96	2,930.00	100%	0.00	
632	23	3100	390	HVAC Ducts and Casings	MJ O'Connor Mechanical	L	3,180.00	3,180.00		3,180.00	100%	0.00	
633	23	3300	390	Air Duct Accessories	MJ O'Connor Mechanical	M	195.00	195.00		195.00	100%	0.00	
634	23	3300	390	Air Duct Accessories	MJ O'Connor Mechanical	L	170.00	170.00		170.00	100%	0.00	
635	23	3423	390	HVAC Power Ventilators	MJ O'Connor Mechanical	M	4,095.00	4,095.00		4,095.00	100%	0.00	
636	23	3423	390	HVAC Power Ventilators	MJ O'Connor Mechanical	L	685.00	685.00		685.00	100%	0.00	
637	23	3101	390	Terminal Heat Transfer Units	MJ O'Connor Mechanical	M	17,060.00	12,412.00	4,648.00	17,060.00	100%	0.00	
638	23	3101	390	Terminal Heat Transfer Units	MJ O'Connor Mechanical	L	755.00	755.00		755.00	100%	0.00	
639	22	6523	390	Process Valves	Mellen & Associates	M	1,621.08	1,621.08		1,621.08	100%	0.00	
640	26	0000	390	Return Pump Station	CEC Electric	M	12,550.00	12,550.00		12,550.00	100%	0.00	
641	26	0000	390	Return Pump Station	CEC Electric	L	28,825.00	28,825.00		28,825.00	100%	0.00	
642	26	0000	390	Lighting	CEC Electric	M	2,500.00	2,500.00		2,500.00	100%	0.00	
643	26	0000	390	Lighting	CEC Electric	L	460.00	460.00		460.00	100%	0.00	
644	26	0000	390	Lighting Protection	CEC Electric	M	5,560.00	5,560.00		5,560.00	100%	0.00	
645	31	1000	390	Excavation	Con-Struct, Inc.	M	2,000.00	2,000.00		2,000.00	100%	0.00	
646	31	1000	390	Excavation	Con-Struct, Inc.	L	13,000.00	13,000.00		13,000.00	100%	0.00	
647	43	2159	390	Submersible Solids Handling Pump Equipment	Zimmer and Gracesman, Inc.	M	27,240.00	27,240.00		27,240.00	100%	0.00	
648	43	2159	390	Submersible Solids Handling Pump Equipment	Zimmer and Gracesman, Inc.	L	5,400.00	5,400.00		5,400.00	100%	0.00	
649	420	UV Disinfection Bids			Tobins Brothers	L	5,400.00	5,400.00		5,400.00	100%	0.00	
650	03	0000	420	Rebar	Ambassador Steel Fabrications	M/L	34,445.00	34,445.00		34,445.00	100%	0.00	
651	03	0000	420	Concrete	Central Iowa Ready-Mix	M	30,384.88	30,384.88		30,384.88	100%	0.00	
652	03	0000	420	Footings	Williams Brothers Construction	L	3,657.50	3,657.50		3,657.50	100%	0.00	
653	03	0000	420	Walls	Williams Brothers Construction	L	116,558.00	116,558.00		116,558.00	100%	0.00	
654	03	0000	420	Base Slab	Williams Brothers Construction	L	22,820.00	22,820.00		22,820.00	100%	0.00	
655	03	0000	420	Slabs on Grade	Williams Brothers Construction	L	19,499.00	19,499.00		19,499.00	100%	0.00	
656	03	0000	420	Suspended slab	Williams Brothers Construction	L	9,636.00	9,636.00		9,636.00	100%	0.00	
657	03	0000	420	Grouting	Williams Brothers Construction	L	15,915.50	15,915.50		15,915.50	100%	0.00	
658	03	4100	420	Structural Precast Concrete	Mid-States Concrete Industries	M	19,215.00	19,215.00		19,215.00	100%	0.00	
659	03	4100	420	Structural Precast Concrete	Williams Brothers Construction	L	8,000.00	8,000.00		8,000.00	100%	0.00	
660	04	2000	420	Masonry	Signature Masonry of Des Moines	M	80,000.00	80,000.00		80,000.00	100%	0.00	
661	04	2000	420	Masonry	Breuer Metal Craftsmen, Inc.	M	50,510.11	50,510.11		50,510.11	100%	0.00	
662	05	5000	420	Metal Fabrications	Williams Brothers Construction	M	23,083.00	23,083.00		23,083.00	100%	0.00	
663	05	5000	420	Metal Fabrications	Williams Brothers Construction	L	4,042.50	4,042.50		4,042.50	100%	0.00	
664	06	6000	420	Precast Flume Liners	Zimmer and Franceson	M	9,000.00	9,000.00		9,000.00	100%	0.00	
665	06	6000	420	Precast Flume Liners	Williams Brothers Construction	L	11,400.00	11,400.00		11,400.00	100%	0.00	
666	07	5400	420	Thermoplastic Membrane Roofing	Central States Roofing	M	12,300.00	12,300.00		12,300.00	100%	0.00	
667	07	5400	420	Thermoplastic Membrane Roofing	Central States Roofing	L	1,600.00	1,600.00		1,600.00	100%	0.00	
668	07	6200	420	Sheet Metal Flashing and Trim	Central States Roofing	M	4,100.00	4,100.00		4,100.00	100%	0.00	
669	07	6200	420	Sheet Metal Flashing and Trim	Williams Brothers Construction	L	3,513.00	3,513.00		3,513.00	100%	0.00	
670	07	2500	420	Weather Barrier	Williams Brothers Construction	M	2,122.00	2,122.00		2,122.00	100%	0.00	
671	07	2500	420	Weather Barrier	Williams Brothers Construction	L	1,126.00	1,126.00		1,126.00	100%	0.00	
672	08	1116	420	Aluminum Doors and Frames	East Moline Glass	M	4,440.00	4,440.00		4,440.00	100%	0.00	
673	08	1116	420	Aluminum Doors and Frames	East Moline Glass	L	285.00	285.00		285.00	100%	0.00	
674	08	3000	420	Glazing	East Moline Glass	M	220.00	220.00		220.00	100%	0.00	
675	08	3000	420	Glazing	East Moline Glass	L	16,000.00	16,000.00		16,000.00	100%	0.00	
676	09	9000	420	Paints and Coatings	RP Coatings	M/L	18,200.00	18,200.00		18,200.00	100%	0.00	
677	22	0000	420	Influent & Effluent	Tobins Brothers	M	4,500.00	4,500.00		4,500.00	100%	0.00	
678	22	0000	420	Influent & Effluent	Tobins Brothers	L	4,600.00	4,600.00		4,600.00	100%	0.00	
679	22	0000	420	Underlab Drains & Mud Valves	Tobins Brothers	M	6,600.00	6,600.00		6,600.00	100%	0.00	
680	22	0000	420	Underlab Drains & Mud Valves	Tobins Brothers	L	51,600.00	51,600.00		51,600.00	100%	0.00	
681	22	0000	420	Plant Effluent Water Piping	Tobins Brothers	M	38,000.00	38,000.00		38,000.00	100%	0.00	
682	22	0000	420	Plant Effluent Water Piping	Tobins Brothers	L	38,000.00	38,000.00		38,000.00	100%	0.00	

CONTINUATION SHEET									
1	2	3	4	5	6	7	8	9	10
Spec	Sec	Unit	Quantity	Description	Supplier	Contractor	Subcontractor	Material	Remarks
683	22	0500	420	Basic Mechanical Requirements	M	MI O'Connor Mechanical			
684	22	0500	420	Basic Mechanical Requirements	L	MI O'Connor Mechanical			
685	22	0529	420	Hanger and Supports	M	MI O'Connor Mechanical			
686	22	0529	420	Hanger and Supports	L	MI O'Connor Mechanical			
687	22	0553	420	ID for Plumbing Pipe/Equipment	M	MI O'Connor Mechanical			
688	22	0553	420	ID for Plumbing Pipe/Equipment	L	MI O'Connor Mechanical			
689	22	0719	420	Plumbing Piping Insulation	M	MI O'Connor Mechanical			
690	22	0719	420	Plumbing Piping Insulation	L	MI O'Connor Mechanical			
691	22	1005	420	Plumbing Piping	M	MI O'Connor Mechanical			
692	22	1005	420	Plumbing Piping	L	MI O'Connor Mechanical			
693	22	1006	420	Plumbing Piping Specialties	M	MI O'Connor Mechanical			
694	22	1006	420	Plumbing Piping Specialties	L	MI O'Connor Mechanical			
695	22	3000	420	Plumbing Equipment	M	MI O'Connor Mechanical			
696	22	3000	420	Plumbing Equipment	L	MI O'Connor Mechanical			
697	23	0593	420	TAB for HVAC	L	MI O'Connor Mechanical			
698	23	0953	420	Sequence of Operation for HVAC	M	MI O'Connor Mechanical			
699	23	0953	420	Sequence of Operation for HVAC	L	MI O'Connor Mechanical			
700	23	2300	420	Refrigerant Piping	M	MI O'Connor Mechanical			
701	23	2300	420	Refrigerant Piping	L	MI O'Connor Mechanical			
702	23	3100	420	HVAC Ducts and Casings	M	MI O'Connor Mechanical			
703	23	3100	420	HVAC Ducts and Casings	L	MI O'Connor Mechanical			
704	23	3300	420	Air Duct Accessories	M	MI O'Connor Mechanical			
705	23	3300	420	Air Duct Accessories	L	MI O'Connor Mechanical			
706	23	3423	420	HVAC Power Ventilators	M	MI O'Connor Mechanical			
707	23	3423	420	HVAC Power Ventilators	L	MI O'Connor Mechanical			
708	23	3700	420	Air Outlets and Inlets	M	MI O'Connor Mechanical			
709	23	3700	420	Air Outlets and Inlets	L	MI O'Connor Mechanical			
710	23	6213	420	Packaged Air Cooled Condensers	M	MI O'Connor Mechanical			
711	23	6213	420	Packaged Air Cooled Condensers	L	MI O'Connor Mechanical			
712	23	8101	420	Terminal Heat Transfer Units	M	MI O'Connor Mechanical			
713	23	8101	420	Terminal Heat Transfer Units	L	MI O'Connor Mechanical			
714	23	8127	420	Split Systems AC Units	M	MI O'Connor Mechanical			
715	23	8127	420	Split Systems AC Units	L	MI O'Connor Mechanical			
716	23	8417	420	Dehumidifier	M	MI O'Connor Mechanical			
717	23	8417	420	Dehumidifier	L	MI O'Connor Mechanical			
718	22	0523	420	Process Valves	M	Mellen & Associates			
719	26	0000	420	UV Area	M	CSC Electric			
720	26	0000	420	UV Area	L	CSC Electric			
721	26	0000	420	Lighting	M	CSC Electric			
722	26	0000	420	Lighting	L	CSC Electric			
723	26	0000	420	Lighting Protection	M	Con-Struct, Inc.			
724	31	1000	420	Excavation	M	Con-Struct, Inc.			
725	51	1000	420	Excavation	L	Con-Struct, Inc.			
726	43	2156	420	Vertical Turbine Pumps	M	Zimmer and Francese, Inc.			
727	43	2156	420	Vertical Turbine Pumps	L	Zimmer and Francese, Inc.			
728	43	5263	420	Ultraviolet Disinfection Equipment	M	Vesco Inc.			
729	43	5263	420	Ultraviolet Disinfection Equipment	L	Vesco Inc.			
730	43	4113	420	Hydropancumatic Tank	M	AA Tanks Company			
731	43	4113	420	Hydropancumatic Tank	L	AA Tanks Company			
732	46	6124	420	Composite Samplers	M	GFM			
733	520	Aerobic Digester			M/L	Ambassador Steel Fabrications			
734	05	0000	520	Rebar	M/L	Ambassador Steel Fabrications			

CONTINUATION SHEET														
I	2	3	4	Spec NO.	Nevada WWTF NO.	SUPPLIER SUB CONTRACTOR	SCHEDULED	WORK COMPLETED THIS PERIOD		TOTAL COMPLETED	PERCENTAGE COMPLETED	PAID TO DATE	RETENANCE	
								PREL. APP.	THIS PERIOD					
735	03	0000	520	Concrete	M	Central Iowa Ready-Mix	202,136.19	202,136.19	202,136.19	100%	0.00	10,106.81		
736	03	0000	520	Walls	L	Williams Brothers Construction	578,743.50	578,743.50	578,743.50	100%	0.00	23,957.18		
737	03	0000	520	Base Slab	L	Williams Brothers Construction	140,796.50	140,796.50	140,796.50	100%	0.00	7,039.83		
738	03	5000	520	Metal Fabrications	M	Breuer Metal Craftsmen, Inc	2,604.78	2,604.78	2,604.78	100%	0.00	130.24		
739	05	5000	520	Metal Fabrications	L	Williams Brothers Construction	1,648.00	1,648.00	1,648.00	100%	0.00	82.40		
740	09	5000	520	Paints and Coatings	M/L	RP Coatings	5,880.00	5,880.00	5,880.00	100%	0.00	290.00		
741	12	0000	520	Pressure Relief Valves	M	Tobin Brothers	68,000.00	68,000.00	68,000.00	100%	0.00	3,400.00		
742	22	0000	520	Pressure Relief Valves	L	Tobin Brothers	13,000.00	13,000.00	13,000.00	100%	0.00	650.00		
743	22	0000	520	WAS & DSL	M	Tobin Brothers	5,000.00	5,000.00	5,000.00	100%	0.00	300.00		
744	22	0000	520	WAS & DSL	L	Tobin Brothers	3,500.00	3,500.00	3,500.00	100%	0.00	165.00		
745	22	0000	520	Underdrain & Mud Valves	M	Tobin Brothers	22,000.00	22,000.00	22,000.00	100%	0.00	1,100.00		
746	22	0000	520	Underdrain & Mud Valves	L	Tobin Brothers	19,000.00	19,000.00	19,000.00	100%	0.00	950.00		
747	22	0000	520	MBT Blower Piping	M	Tobin Brothers	21,500.00	21,500.00	21,500.00	95%	0.00	1,011.75		
748	22	0000	520	MBT Blower Piping	L	Tobin Brothers	39,900.00	39,900.00	39,900.00	100%	0.00	1,995.00		
749	22	0000	520	Aerobic Blower Piping	M	Tobin Brothers	54,600.00	54,600.00	54,600.00	100%	0.00	2,730.00		
750	22	0000	520	Aeration Blower Piping	L	Tobin Brothers	33,250.64	33,250.64	33,250.64	100%	0.00	1,661.53		
751	22	0523	520	Process Valves	M	Mellin & Associates	152,325.00	152,325.00	152,325.00	95%	0.00	6,616.25		
752	26	0000	520	Aerobic Digesters Area	M	CEC Electric	74,005.00	74,005.00	74,005.00	95%	0.00	3,895.00		
753	26	0000	520	Aerobic Digesters Area	L	CEC Electric	6,345.00	6,345.00	6,345.00	100%	0.00	317.25		
754	26	0000	520	Lighting Protection	M	CEC Electric	20,000.00	20,000.00	20,000.00	100%	0.00	1,000.00		
755	31	1000	520	Excavation	M	Con-Street, Inc.	30,000.00	30,000.00	30,000.00	100%	0.00	1,500.00		
756	31	1000	520	Excavation	L	Con-Street, Inc.	120,000.00	120,000.00	120,000.00	100%	0.00	6,000.00		
757	46	7211	520	SIF-TAD System	M	Orvo USA, LLC	1,460,901.45	1,460,901.45	1,460,901.45	97%	0.00	73,045.07		
758	46	7211	520	SIF-TAD System	L	Tobin Brothers	133,000.00	133,000.00	133,000.00	100%	0.00	6,650.00		
759	550	5000	520	Rebar	M/L	Ambassador Steel Fabrications	37,045.00	37,045.00	37,045.00	100%	0.00	1,852.25		
760	03	0000	550	Concrete	M	Central Iowa Ready-Mix	33,060.48	33,060.48	33,060.48	100%	0.00	1,653.02		
761	03	0000	550	Walls	L	Williams Brothers Construction	100,172.50	100,172.50	100,172.50	100%	0.00	5,008.63		
762	03	0000	550	Base Slab	L	Williams Brothers Construction	26,594.00	26,594.00	26,594.00	100%	0.00	1,329.70		
763	03	0000	550	ISOG	L	Williams Brothers Construction	5,625.00	5,625.00	5,625.00	100%	0.00	281.25		
764	03	0000	550	Suspended Slab	L	Williams Brothers Construction	30,625.50	30,625.50	30,625.50	100%	0.00	1,531.28		
765	03	0000	550	Housekeeping pads	L	Williams Brothers Construction	5,886.00	5,886.00	5,886.00	100%	0.00	294.30		
766	03	0000	550	Columns	L	Williams Brothers Construction	1,766.00	1,766.00	1,766.00	100%	0.00	88.30		
767	03	0000	550	Structural Precast Concrete	M	Williams Brothers Construction	12,686.00	12,686.00	12,686.00	100%	0.00	634.30		
768	03	4100	550	Structural Precast Concrete	L	Williams Brothers Construction	8,000.00	8,000.00	8,000.00	100%	0.00	400.00		
769	03	4100	550	Structural Precast Concrete	M	Williams Brothers Construction	52,000.00	52,000.00	52,000.00	100%	0.00	2,600.00		
770	04	2000	550	Masonry	L	Signature Masonry of Des Moines	58,000.00	58,000.00	58,000.00	100%	0.00	2,900.00		
771	04	2000	550	Masonry	M	Signature Masonry of Des Moines	9,235.21	9,235.21	9,235.21	100%	0.00	461.76		
772	05	5000	550	Metal Fabrications	L	Breuer Metal Craftsmen, Inc.	3,500.00	3,500.00	3,500.00	100%	0.00	175.00		
773	05	5000	550	Metal Fabrications	M	Breuer Metal Craftsmen, Inc.	12,556.42	12,556.42	12,556.42	100%	0.00	617.82		
774	05	5100	550	Metal Slats	L	Williams Brothers Construction	9,768.00	9,768.00	9,768.00	100%	0.00	488.40		
775	07	5100	550	Thermoplastic Membrane Roofing	M	Central States Roofing	7,500.00	7,500.00	7,500.00	100%	0.00	375.00		
776	07	5400	550	Thermoplastic Membrane Roofing	L	Central States Roofing	3,100.00	3,100.00	3,100.00	100%	0.00	155.00		
777	07	5400	550	Thermoplastic Membrane Roofing	M	Central States Roofing	1,100.00	1,100.00	1,100.00	100%	0.00	55.00		
778	07	6200	550	Sheet Metal Flashing and Trim	L	Central States Roofing	2,700.00	2,700.00	2,700.00	100%	0.00	135.00		
779	07	6200	550	Sheet Metal Flashing and Trim	M	Williams Brothers Construction	7,066.00	7,066.00	7,066.00	100%	0.00	304.55		
780	07	1713	550	Bentomite Panel Waterproofing	L	Williams Brothers Construction	6,091.00	6,091.00	6,091.00	100%	0.00	304.55		
781	07	1713	550	Bentomite Panel Waterproofing	M	Williams Brothers Construction	2,559.00	2,559.00	2,559.00	100%	0.00	127.95		
782	07	2500	550	Weather Barrier	L	Williams Brothers Construction	1,700.00	1,700.00	1,700.00	100%	0.00	85.00		
783	07	2500	550	Weather Barrier	M	Williams Brothers Construction	16,348.00	16,348.00	16,348.00	100%	0.00	817.40		
784	08	1116	550	Aluminum Doors and Frames	L	East Moline Glass	6,834.00	6,834.00	6,834.00	100%	0.00	341.70		
785	08	1116	550	Aluminum Doors and Frames	M	East Moline Glass	433.00	433.00	433.00	100%	0.00	21.65		
786	08	8000	550	Glazing	M	East Moline Glass	433.00	433.00	433.00	100%	0.00	21.65		

CONTINUATION SHEET

Application No. 40

APPL. DATE: January 31, 2025

PER. TO: January 31, 2025

ENGINEER'S PROJECT NO.: 0.00

3 Spec	4 Seq.	5 Sub-NO.	6 Description	7 Priority	8 Material	9 Unit	10 Quantity	11 Scheduled	12 Subcontractor	13 Value	14 Material	15 Labor	16 Overhead	17 Total	18 % Complete	19 Balance	20 Balance	21 Balance	
																			22 Sched.
839	0523	550	Process Valves	M	2,991.18	2,991.18	0.00		Mellen & Associates	2,991.18	0.00	0.00	0.00	2,991.18	100%	0.00	0.00	0.00	149.56
840	31	1000	Excavation	M	2,000.00	2,000.00	0.00		Con-Struct, Inc.	2,000.00	0.00	0.00	0.00	2,000.00	100%	0.00	0.00	0.00	100.00
841	31	1000	Excavation	L	30,000.00	30,000.00	0.00		Con-Struct, Inc.	30,000.00	0.00	0.00	0.00	30,000.00	100%	0.00	0.00	0.00	1,500.00
842	31	1000	Excavation-Blower Pad	M	5,000.00	5,000.00	0.00		Con-Struct, Inc.	5,000.00	0.00	0.00	0.00	5,000.00	100%	0.00	0.00	0.00	250.00
843	31	1000	Excavation-Blower Pad	L	5,000.00	5,000.00	0.00		Con-Struct, Inc.	5,000.00	0.00	0.00	0.00	5,000.00	100%	0.00	0.00	0.00	250.00
844	43	1128	Rotary Positive Displacement Aeration Blower	L	399,542.00	399,542.00	0.00		Engineered Equipment Solution	399,542.00	0.00	0.00	0.00	399,542.00	100%	0.00	0.00	0.00	19,977.10
845	43	1123	Rotary Positive Displacement Aeration Blower	L	4,800.00	4,800.00	0.00		Tobin Brothers	4,800.00	0.00	0.00	0.00	4,800.00	100%	0.00	0.00	0.00	6,937.10
846	43	2114	Rotary Lobe Pump Equipment	M	17,000.00	17,000.00	0.00		Boerger, LLC	17,000.00	0.00	0.00	0.00	17,000.00	100%	0.00	0.00	0.00	850.00
847	43	2114	Rotary Lobe Pump Equipment	L	17,000.00	17,000.00	0.00		Tobin Brothers	17,000.00	0.00	0.00	0.00	17,000.00	100%	0.00	0.00	0.00	850.00
848	46	7209	Automatic Fine Screen	M	35,590.80	35,590.80	0.00		Ovivo USA, LLC	35,590.80	0.00	0.00	0.00	35,590.80	95%	1,375.20	0.00	0.00	1,779.54
849	46	7209	Automatic Fine Screen	L	14,500.00	14,500.00	0.00		Williams Brothers Construction	14,500.00	0.00	0.00	0.00	14,500.00	100%	0.00	0.00	0.00	725.00
850	570	570	Basic Slab	M/L	39,170.00	39,170.00	0.00		Ambassador Steel Fabrications	39,170.00	0.00	0.00	0.00	39,170.00	100%	0.00	0.00	0.00	0.00
851	03	0000	Rebar	M	31,240.64	31,240.64	0.00		Central Iowa Ready Mix	31,240.64	0.00	0.00	0.00	31,240.64	100%	0.00	0.00	0.00	1,562.00
852	03	0000	Concrete	L	94,167.00	94,167.00	0.00		Williams Brothers Construction	94,167.00	0.00	0.00	0.00	94,167.00	100%	0.00	0.00	0.00	4,708.35
853	03	0000	Walls	L	23,559.50	23,559.50	0.00		Williams Brothers Construction	23,559.50	0.00	0.00	0.00	23,559.50	100%	0.00	0.00	0.00	1,177.98
854	03	0000	Basic Slab	L	5,986.50	5,986.50	0.00		Williams Brothers Construction	5,986.50	0.00	0.00	0.00	5,986.50	100%	0.00	0.00	0.00	289.33
855	05	0000	SOG	L	48,813.00	48,813.00	0.00		Williams Brothers Construction	48,813.00	0.00	0.00	0.00	48,813.00	100%	0.00	0.00	0.00	2,440.60
856	03	0000	Concrete Beams and Elevated Deck	L	1,883.50	1,883.50	0.00		Williams Brothers Construction	1,883.50	0.00	0.00	0.00	1,883.50	100%	0.00	0.00	0.00	94.18
857	03	0000	Housekeeping pads	L	835.00	835.00	0.00		Williams Brothers Construction	835.00	0.00	0.00	0.00	835.00	100%	0.00	0.00	0.00	41.75
858	03	0000	Mechanical curbs	L	1,492.00	1,492.00	0.00		Williams Brothers Construction	1,492.00	0.00	0.00	0.00	1,492.00	100%	0.00	0.00	0.00	74.60
859	03	4100	Structural Precast Concrete	M	8,000.00	8,000.00	0.00		Mid-States Concrete Industries	8,000.00	0.00	0.00	0.00	8,000.00	100%	0.00	0.00	0.00	400.00
860	03	4100	Structural Precast Concrete	L	13,000.00	13,000.00	0.00		Williams Brothers Construction	13,000.00	0.00	0.00	0.00	13,000.00	100%	0.00	0.00	0.00	650.00
861	04	2000	Masonry	M	15,000.00	15,000.00	0.00		Signature Masonry of Des Moines	15,000.00	0.00	0.00	0.00	15,000.00	100%	0.00	0.00	0.00	730.00
862	04	2000	Masonry	L	5,297.88	5,297.88	0.00		Signature Masonry of Des Moines	5,297.88	0.00	0.00	0.00	5,297.88	100%	0.00	0.00	0.00	264.85
863	05	5000	Metal Fabrications	M	3,298.00	3,298.00	0.00		Brenco Metal Craftsmen, Inc.	3,298.00	0.00	0.00	0.00	3,298.00	100%	0.00	0.00	0.00	164.90
864	05	5000	Metal Fabrications	L	10,012.20	10,012.20	0.00		Williams Brothers Construction	10,012.20	0.00	0.00	0.00	10,012.20	100%	0.00	0.00	0.00	500.61
865	05	5100	Metal Stairs	M	6,512.00	6,512.00	0.00		Brenco Metal Craftsmen, Inc.	6,512.00	0.00	0.00	0.00	6,512.00	100%	0.00	0.00	0.00	325.60
866	07	5100	Metal Stairs	L	800.00	800.00	0.00		Williams Brothers Construction	800.00	0.00	0.00	0.00	800.00	100%	0.00	0.00	0.00	40.00
867	07	5400	Thermoplastic Membrane Roofing	M	1,200.00	1,200.00	0.00		Central States Roofing	1,200.00	0.00	0.00	0.00	1,200.00	100%	0.00	0.00	0.00	60.00
868	07	5400	Thermoplastic Membrane Roofing	L	200.00	200.00	0.00		Central States Roofing	200.00	0.00	0.00	0.00	200.00	100%	0.00	0.00	0.00	10.00
869	07	6200	Sheet Metal Flashing and Trim	M	300.00	300.00	0.00		Central States Roofing	300.00	0.00	0.00	0.00	300.00	100%	0.00	0.00	0.00	15.00
870	07	6200	Sheet Metal Flashing and Trim	L	605.00	605.00	0.00		Williams Brothers Construction	605.00	0.00	0.00	0.00	605.00	100%	0.00	0.00	0.00	41.85
871	07	2500	Weather Barrier	M	837.00	837.00	0.00		Williams Brothers Construction	837.00	0.00	0.00	0.00	837.00	100%	0.00	0.00	0.00	30.25
872	07	2500	Weather Barrier	L	605.00	605.00	0.00		Williams Brothers Construction	605.00	0.00	0.00	0.00	605.00	100%	0.00	0.00	0.00	24.93
873	07	1713	Bentonite Panel Waterproofing	M	6,499.00	6,499.00	0.00		Williams Brothers Construction	6,499.00	0.00	0.00	0.00	6,499.00	100%	0.00	0.00	0.00	276.60
874	07	1713	Bentonite Panel Waterproofing	L	5,532.00	5,532.00	0.00		Williams Brothers Construction	5,532.00	0.00	0.00	0.00	5,532.00	100%	0.00	0.00	0.00	276.60
875	08	8113	Floor Hatches	M	1,764.00	1,764.00	0.00		Halfday Products	1,764.00	0.00	0.00	0.00	1,764.00	100%	0.00	0.00	0.00	88.20
876	08	8113	Floor Hatches	L	450.00	450.00	0.00		Williams Brothers Construction	450.00	0.00	0.00	0.00	450.00	100%	0.00	0.00	0.00	22.50
877	08	1116	Aluminum Doors and Frames	M	7,503.00	7,503.00	0.00		East Moline Glass	7,503.00	0.00	0.00	0.00	7,503.00	100%	0.00	0.00	0.00	375.15
878	08	1116	Aluminum Doors and Frames	L	1,952.00	1,952.00	0.00		East Moline Glass	1,952.00	0.00	0.00	0.00	1,952.00	100%	0.00	0.00	0.00	97.60
879	08	8000	Glazing	M	185.00	185.00	0.00		East Moline Glass	185.00	0.00	0.00	0.00	185.00	100%	0.00	0.00	0.00	10.15
880	08	8000	Glazing	L	203.00	203.00	0.00		East Moline Glass	203.00	0.00	0.00	0.00	203.00	100%	0.00	0.00	0.00	10.15
881	09	9000	Paints and Coatings	M/L	8,000.00	8,000.00	0.00		RP Coatings	8,000.00	0.00	0.00	0.00	8,000.00	100%	0.00	0.00	0.00	380.00
882	22	0000	Mixing Pump Piping	M	221,000.00	221,000.00	0.00		Tobin Brothers	221,000.00	0.00	0.00	0.00	221,000.00	100%	0.00	0.00	0.00	11,050.00
883	22	0000	Mixing Pump Piping	L	102,000.00	102,000.00	0.00		Tobin Brothers	102,000.00	0.00	0.00	0.00	102,000.00	100%	0.00	0.00	0.00	5,100.00
884	22	0500	Basic Mechanical Requirements	M	1,375.00	1,375.00	0.00		MI O'Connor Mechanical	1,375.00	0.00	0.00	0.00	1,375.00	100%	0.00	0.00	0.00	68.75
885	22	0500	Basic Mechanical Requirements	L	2,660.00	2,660.00	0.00		MI O'Connor Mechanical	2,660.00	0.00	0.00	0.00	2,660.00	100%	0.00	0.00	0.00	133.00
886	22	0529	Hanger and Supports	M	1,050.00	1,050.00	0.00		MI O'Connor Mechanical	1,050.00	0.00	0.00	0.00	1,050.00	100%	0.00	0.00	0.00	52.50
887	22	0529	Hanger and Supports	L	1,200.00	1,200.00	0.00		MI O'Connor Mechanical	1,200.00	0.00	0.00	0.00	1,200.00	100%	0.00	0.00	0.00	60.00
888	22	0553	ID for Plumbing Pipe/Equipment	M	525.00	525.00	0.00		MI O'Connor Mechanical	525.00	0.00	0.00	0.00	525.00	0%	0.00	0.00	0.00	0.00
889	22	0553	ID for Plumbing Pipe/Equipment	L	605.00	605.00	0.00		MI O'Connor Mechanical	605.00	0.00	0.00	0.00	605.00	0%	0.00	0.00	0.00	0.00
890	22	1005	Plumbing Piping	M	1,583.00	1,583.00	0.00		MI O'Connor Mechanical	1,583.00	0.00	0.00	0.00	1,583.00	100%	0.00	0.00	0.00	79.25

CONTINUATION SHEET																
1	2	3	4	Spec	Unit	Serial	QTY	SCHED	SUBCONTRACTOR	PREV PERIOD	1945 PERIOD	MATERIAL STORES	TOTAL COMP ASSY	Supplier	BALANCE FORAID	PERCENTAGE
881	22	1065	570	Plumbing Piping	L			2,555.00	MJ O'Connor Mechanical	2,555.00			2,555.00	100%	0.00	137.75
882	22	1066	570	Plumbing Piping Specialties	M			6,930.00	MJ O'Connor Mechanical	6,930.00			6,930.00	100%	0.00	346.50
883	22	1066	570	Plumbing Piping Specialties	L			3,060.00	MJ O'Connor Mechanical	3,060.00			3,060.00	100%	0.00	153.00
884	22	3000	570	Plumbing Equipment	M			3,180.00	MJ O'Connor Mechanical	3,180.00			3,180.00	100%	0.00	159.00
885	22	3000	570	Plumbing Equipment	L			960.00	MJ O'Connor Mechanical	960.00			960.00	100%	0.00	48.00
886	25	6593	570	TAB for HVAC	L			13,100.00	MJ O'Connor Mechanical	13,100.00			13,100.00	0%	13,100.00	0.00
887	23	0993	570	Sequence of Operation for HVAC	M			975.00	MJ O'Connor Mechanical	975.00			975.00	100%	0.00	48.75
888	23	0993	570	Sequence of Operation for HVAC	L			840.00	MJ O'Connor Mechanical	840.00			840.00	100%	0.00	42.00
889	23	3100	570	HVAC Ducts and Casings	M			2,935.00	MJ O'Connor Mechanical	2,935.00			2,935.00	100%	0.00	146.75
890	23	3100	570	HVAC Ducts and Casings	L			840.00	MJ O'Connor Mechanical	840.00			840.00	100%	0.00	42.00
901	23	3300	570	Air Duct Accessories	M			195.00	MJ O'Connor Mechanical	195.00			195.00	100%	0.00	9.75
902	23	3300	570	Air Duct Accessories	L			170.00	MJ O'Connor Mechanical	170.00			170.00	100%	0.00	8.50
903	23	3423	570	HVAC Power Ventilators	M			8,190.00	MJ O'Connor Mechanical	8,190.00			8,190.00	100%	0.00	409.50
904	23	3423	570	HVAC Power Ventilators	L			1,370.00	MJ O'Connor Mechanical	1,370.00			1,370.00	100%	0.00	68.50
905	23	3700	570	Air Outlets and Inlets	M			1,170.00	MJ O'Connor Mechanical	1,170.00			1,170.00	100%	0.00	58.50
906	23	3700	570	Air Outlets and Inlets	L			300.00	MJ O'Connor Mechanical	300.00			300.00	100%	0.00	15.00
907	23	8101	570	Terminal Heat Transfer Units	M			22,730.00	MJ O'Connor Mechanical	22,730.00			22,730.00	100%	0.00	1,137.50
908	23	8101	570	Terminal Heat Transfer Units	L			1,010.00	MJ O'Connor Mechanical	1,010.00			1,010.00	100%	0.00	50.50
909	22	0523	570	Process Valves	M			48,459.08	Mellen & Associates	48,459.08			48,459.08	100%	0.00	2,422.95
910	26	0000	570	Biosolids Pumping Building	M			17,900.00	CEC Electric	17,900.00			17,900.00	100%	0.00	895.00
911	26	0000	570	Biosolids Pumping Building	L			31,275.00	CEC Electric	31,275.00			31,275.00	100%	0.00	1,563.75
912	26	0000	570	Lighting	M			7,700.00	CEC Electric	7,700.00			7,700.00	100%	0.00	385.00
913	26	0000	570	Lighting	L			1,250.00	CEC Electric	1,250.00			1,250.00	100%	0.00	62.50
914	26	0600	570	Lighting Protection	M			18,330.00	CEC Electric	18,330.00			18,330.00	100%	0.00	916.50
915	31	1000	570	Excavation	M			3,000.00	Can-Struct, Inc.	3,000.00			3,000.00	100%	0.00	150.00
916	31	1000	570	Excavation	L			15,000.00	Can-Struct, Inc.	15,000.00			15,000.00	100%	0.00	750.00
917	43	2137	570	Chopper Pumps	M			29,700.00	Hayward/Gordon	29,700.00			29,700.00	100%	0.00	1,485.00
918	43	2137	570	Chopper Pumps	L			8,000.00	Tobin Brothers	8,000.00			8,000.00	100%	0.00	400.00
919	50	0000	580	Biosolids Storage Tanks	M/L			106,950.00	Ambassador Steel Fabrications	106,950.00			106,950.00	100%	0.00	5,347.50
920	03	0000	580	Rebar	M			68,957.85	Central Iowa Ready Mix	68,957.85			68,957.85	100%	0.00	3,447.89
921	03	0000	580	Concrete	L			7,951.50	Williams Brothers Constructors	7,951.50			7,951.50	100%	0.00	397.58
922	03	0000	580	Footings/Piers	L			165,919.00	Williams Brothers Constructors	165,919.00			165,919.00	100%	0.00	8,295.95
923	03	0000	580	SOG	L			775.00	Williams Brothers Constructors	775.00			775.00	100%	0.00	38.65
924	03	0000	580	Round Piers	L			6,000.00	RP Coatings	6,000.00			6,000.00	91%	500.00	272.50
925	09	9000	580	Paints and Coatings	M/L			52,500.00	Tobin Brothers	52,500.00			52,500.00	100%	0.00	2,625.00
926	22	0000	580	Underlab Sludge	M			23,200.00	Tobin Brothers	23,200.00			23,200.00	100%	0.00	1,160.00
927	22	0000	580	Underlab Sludge	L			155,800.00	Tobin Brothers	155,800.00			155,800.00	100%	0.00	7,790.00
928	22	0000	580	Sludge Mixing	M			70,000.00	Tobin Brothers	70,000.00			70,000.00	100%	0.00	3,500.00
929	22	0000	580	Sludge Mixing	L			44,200.00	Tobin Brothers	44,200.00			44,200.00	100%	0.00	2,210.00
930	22	0000	580	Overflow & Decant	M			30,000.00	Tobin Brothers	30,000.00			30,000.00	100%	0.00	1,500.00
931	22	0000	580	Overflow & Decant	L			5,200.00	Tobin Brothers	5,200.00			5,200.00	100%	0.00	260.00
932	22	0000	580	Pump Station	M			8,400.00	Tobin Brothers	8,400.00			8,400.00	100%	0.00	420.00
933	22	0000	580	Pump Station	L			25,000.00	Tobin Brothers	25,000.00			25,000.00	100%	0.00	1,250.00
934	22	0000	580	Sludge Loadout Station	M			4,000.00	Tobin Brothers	4,000.00			4,000.00	100%	0.00	200.00
935	22	0000	580	Sludge Loadout Station	L			21,000.00	Tobin Brothers	21,000.00			21,000.00	0%	21,000.00	0.00
937	22	0523	580	Process Valves	M			10,494.00	Mellen & Associates	10,494.00			10,494.00	100%	0.00	524.70
938	31	1000	580	Excavation	M			170,000.00	Can-Struct, Inc.	170,000.00			170,000.00	100%	0.00	8,500.00
939	31	1000	580	Excavation	L			150,000.00	Can-Struct, Inc.	150,000.00			150,000.00	100%	0.00	7,500.00
940	33	9413	580	Boiled Steel Wastewater Storage Tank	M			626,900.00	Great Plains Structures	626,900.00			626,900.00	100%	0.00	31,345.00
941	33	9413	580	Boiled Steel Wastewater Storage Tank	L			138,500.00	Great Plains Structures	138,500.00			138,500.00	100%	0.00	6,925.00
942	33	9413	580	Boiled Steel Wastewater Storage Tank	M/L			190,600.00	Great Plains Structures	190,600.00			190,600.00	100%	0.00	9,530.00

CONTINUATION SHEET									
1	Application No. 40		PER. TO: January 31, 2025		ENGINEERS PROJECT NO.:		REPAIRAGE		
2	APPL. DATE: January 31, 2025		TOTAL COMPL. & STORED		% COMPLETED		BALANCE TO FINISH		
3	Spec	Build	SUPPLIER	SCHEDULED	PREV. APPL.	THIS PERIOD	MATERIALS STORED		
4	NO.	NO.							
943	46	4121	Hayward Gordon		208,880.00				
944	46	4121	Tobin Brothers	M	3,500.00				
945				L					
946									
947									
948									
			Original Contract tot:	35,950,000.00	35,007,105.99	35,028.80	391,757.62	35,433,892.41	99%
								416,107.60	1,771,694.62

CONTINUATION SHEET									
Application No. 40 PER, TO: January 31, 2025 ENGINEERS PROJECT NO.: 0.00									
1	2	3	4	5	6	7	8	9	10
Spec	Subcontractor	Item No.	Quantity	Unit	Price	Amount	Contract	Change	Balance
4 Sec	NO	3	4	5	6	7	8	9	10
949	CHANGE ORDERS								
950	CO-1	COR-01	2,118.27		2,118.27				105.91
951	CO-1	COR-02	2,201.00		2,201.00				110.03
952	CO-1	COR-03	4,850.00		4,850.00				242.30
953	CO-1	COR-06	844.00		844.00				42.20
954	CO-2	COR-04R5	88,694.00		88,694.00				4,434.70
955	CO-2	COR-08	10,727.00		10,727.00				536.35
956	CO-2	COR-10R	18,123.00		18,123.00				906.15
957	CO-2	RFP-01	(29,779.00)		(29,779.00)				(1,488.95)
958	CO-3	COR-11	(13,205.00)		(13,205.00)				(660.25)
959	CO-3	RFP-02	7,762.00		7,762.00				388.10
960	CO-3	RFP-05	6,552.00		6,552.00				327.60
961	CO-4	REP-04	(12,518.00)		(12,518.00)				(625.90)
962	CO-4	COR-12	14,289.00		14,289.00				714.45
963	CO-4	COR-013	9,556.00		9,556.00				477.80
964	CO-4	RFP-06	6,413.00		6,413.00				320.65
965	CO-4	RFP-07	931.00		931.00				46.55
966	CO-4	RFP-08	(15,105.00)		(15,105.00)				(755.25)
967	CO-4	COR-014	2,490.00		2,490.00				124.50
968	CO-4	COR-016	3,203.00		3,203.00				160.15
969	CO-4	COR-017	2,080.00		2,080.00				104.00
970	CO-4	COR-019	4,797.00		4,797.00				239.85
971	CO-5	COR-18	14,783.00		14,783.00				739.15
972	CO-5	RFP-09R2	167,749.00		167,749.00				8,387.45
973									
974									
975		TOTAL CHANGE ORDERS	297,555.27		129,806.27		159,361.55		8,387.45
976		TOTAL REVISED CONTRACT AMT	36,147,555.27		35,136,912.26		391,757.62		424,495.05
977									1,786,153.01

CONTINUATION SHEET									
1	2	3	4	5	6	7	8	9	10
Spec	Order	Quantity	Unit	Contract	Supplier	Scheduled	Work Completed	Materials	Balance
4	NO			NO	Subcontractor	This Period	Preceding	Stored	Remaining
978					Summary by subcontract				
979					Vendor Name				
980					Alpha Landscapes	156,770.00	146,084.30	0.00	10,685.70
981					Ambassador Steel Fabrication	1,639,595.00	1,639,595.00	0.00	0.00
982					Baker Interior Systems	14,368.00	12,522.00	0.00	1,846.00
983					Boeger, LLC	138,742.00	138,742.00	0.00	0.00
984					Breuer Metal Craftsman	437,399.61	437,399.61	0.00	0.00
985					Carney and Company Inc.	11,490.00	11,490.00	0.00	0.00
986					CEC Electric	4,215,925.00	4,149,033.25	32,122.34	34,769.41
987					Central Iowa Ready Mix Concrete	1,242,593.03	1,242,593.00	0.00	0.03
988					Central States Roofing	118,800.00	118,800.00	0.00	0.00
989					Concrete Specialist	7,900.00	7,900.00	0.00	0.00
990					Con-Street, Inc.	2,370,000.00	2,370,000.00	0.00	0.00
991					Des Moines Steel Fence Co. Inc	191,054.00	191,054.00	0.00	0.00
992					East Moline Gates	137,000.00	137,000.00	0.00	0.00
993					Engineered Equipment Solution	478,838.00	474,892.20	3,169.40	796.40
994					EPCCO	2,463.00	2,463.00	0.00	0.00
995					D.J. Gongel & Associates, Inc.	18,500.00	18,500.00	0.00	0.00
996					QPM	14,253.86	14,253.86	0.00	0.00
997					Great Plains Structures	956,000.00	956,000.00	0.00	0.00
998					Halliday Products	3,844.00	3,844.00	0.00	0.00
999					Hayward Gordon	238,580.00	238,580.00	0.00	0.00
1000					Innovative Laboratory Systems	43,900.00	43,900.00	0.00	0.00
1001					Iowa Foam Insulators, LLC	9,982.00	9,982.00	0.00	0.00
1002					Iowa Pump Works	15,900.00	15,900.00	0.00	0.00
1003					J & K Contracting	1,907,575.00	1,907,575.00	0.00	0.00
1004					Jasco	703,280.77	703,280.77	0.00	0.00
1005					Jim's Carpet One	17,000.00	17,000.00	0.00	0.00
1006					Lighting Lockers	2,335.00	2,335.00	0.00	0.00
1007					Mellen & Associates	237,000.00	202,148.28	34,851.72	0.00
1008					Mid-States Concrete Industries	194,750.00	194,750.00	0.00	0.00
1009					MJ O'Connor Mechanical	1,280,000.00	1,280,010.73	2,906.46	0.00
1010					Nationwide of Peoria	43,762.26	43,762.26	0.00	0.00
1011					Nueco-Building Systems	189,234.00	189,234.00	0.00	0.00
1012					Nystrom	3,872.00	3,872.00	0.00	0.00
1013					Ovivo	1,800,268.00	1,732,336.15	67,931.85	36,616.81
1014					Ovivo	1,537,791.00	1,496,497.25	41,293.75	74,926.61
1015					Parking Lot Specialties	780.00	780.00	0.00	0.00
1016					Premier Edge	2,344.00	2,344.00	0.00	0.00
1017					Pro Seal Solutions	6,451.29	6,451.29	0.00	0.00
1018					RP Coatings	251,700.00	250,750.00	950.00	0.00
1019					RW Gate Company	87,565.00	87,565.00	0.00	0.00
1020					S&H Contracting	167,000.00	167,000.00	0.00	0.00
1021					Signature Masonry of Des Moines	803,770.00	803,770.00	0.00	0.00
1022					Spec. Iron Etc.	2,015.00	2,015.00	0.00	0.00
1023					Strauss Security Solutions	21,712.00	14,991.54	6,720.46	749.98
1024					Summit Companies	43,628.00	41,115.90	2,512.10	3,652.38
1025					Superior Crane Corp	18,093.00	18,093.00	0.00	0.00
1026					Tobin Brothers	2,257,000.00	2,219,405.00	37,595.00	110,970.25
1027					Vesco	311,000.00	127,700.00	183,300.00	0.00
1028					Vivian Industries	338,337.69	338,337.00	0.00	0.00
1029					Walsh Door	52,691.00	52,691.00	0.00	0.00

CONTINUATION SHEET										
1										
2										PER. TO: January 31, 2025 ENGINEERS' PROJECT NO.: 0.00
3	Spec									
4	Sec.									
	1030	Non-Chlg Pumps								
	1031	General Work								
	1032									
		Supplier								
		Supplier								
		Contractor								
		Contractor								
		SUB CONTRACTOR								
		SCHEDULED								
		WORKS COMPLETED								
		PREV. PERIOD								
		THIS PERIOD								
		STOPPED								
		TOTAL COMPLETION								
		% Complete								
		BALANCE TO BUDGET								
		REVENUE								
		TOTALS								
		Zimmer & Fracsson	170,255.00	68,875.00	0.00	-101,380.00	170,255.00	100%	0.00	3,512.75
		Williams Brothers Const. Inc.	11,017,076.84	10,842,261.67	159,361.55	0.00	11,001,623.22	100%	15,453.62	559,246.16
		TOTALS	36,147,555.27	35,136,912.26	194,390.35	391,757.62	35,723,060.23	99%	424,495.05	1,786,153.01

Application No. 40

STATE OF ILLINOIS }
 } ss.
PEORIA COUNTY }

January 31, 2025

TO ALL WHOM IT MAY CONCERN:

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

Nevada Wastewater Treatment Facilities

Situated on Lot:
62512 270th Street
Nevada, IA 50201

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

NOW, THEREFORE, KNOW YE That the undersigned, for and in consideration of One Hundred Seventy Five
Thousand One Hundred Forty Three and 47/100 \$175,143.47 Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby
waive and release any and all lien or claim or right of lien on said above described building and premises
under the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or
both, furnished by the undersigned to or on account of the said City of Nevada
for said building or premises up to and including the day of January 31, 2025

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

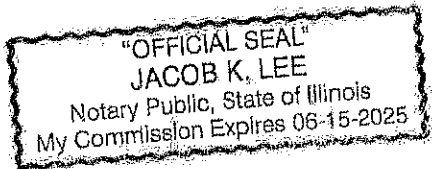
WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL)

Subscribed and sworn to before me this January 31, 2025

Notary Public : 

By:  (SEAL)

Jacqueline Smith, Treasurer





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

February 10, 2025

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

Re: Nevada WWTF Improvements – Phase 3: Recommendation on Contractor’s Application for Payment No. 33

Dear Jordan:

Attached is an electronic copy of Payment Application No. 33 from Boomerang Corp. for the Nevada WWTF Improvements – Phase 3 project.

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

The total for Work Completed this Period for Pay Application No. 33 is \$97,225.19.

As of this Pay Application, Boomerang Corp. has previously been paid 82.3% of the total contract value and is now requesting payment that would reflect a cumulative payment of approximately 86.9% of the total contract value. As of this Pay Application, 178% of the current contract time has been used. Boomerang Corp. appears to be approximately 21 months behind schedule based on the current contract time, work completed, work remaining, and Boomerang’s latest progress schedule. HRG would also like to note that our estimate relies on the progress schedules required of, and as furnished by Boomerang which have been periodically revised to change activity durations for work completion as well as other factors.



We have verified that all received certified payroll records for the corresponding pay application period are conforming. We are awaiting some certified payrolls for the corresponding pay application and have requested these by the next pay period.

As you are aware, there has been a significant delay in the Contractor's progress of Work with regard to meeting the requirements of Substantial Completion. Attached is a letter dated February 5, 2025 from HR Green to Boomerang Corporation which identifies the potential assessment of liquidated damages corresponding to Boomerang's projected 647-calendar day delay through March 17, 2025. Due to the ongoing delay, we recommend withholding the combined value of retainage on work completed & stored materials to date and potential liquidated damages from future payment applications including Payment Application No. 33. As of Boomerang's submittal of Payment Application No. 33, this combined value is currently \$1,387,508.01. The remaining Contract "Balance to Finish, Including Retainage" amount is \$1,244,117.27 due to Boomerang based on the approved payment from Payment Application No. 32. Currently, the amount remaining is less than the combined value recommended to withhold from payment.

Therefore, we recommend a maximum payment to Boomerang for Payment Application No. 33 of \$0.00. See attached calculation summary sheet for this recommended payment amount. Additional payments to Boomerang may be recommended if the combined value of recommended withholding is reduced due to reduction of potential liquidated damages.

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

Sincerely,
HR GREEN, INC.

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

Michael Roth, P.E.
Project Manager

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

Nevada WWTF Improvements - Phase 3

Pay App # 33

Recommended Payment Amount Calculation Summary

Line	Item	Amount
1	Requested "Amount Due" in this Payment Application	\$ 97,225.18
2	Retainage on work completed & stored materials to date	\$ 319,782.82
3	Potential liquidated damages	\$ 970,500.00
4	Total	<u>\$ 1,387,508.01</u>
5	Balance to Finish, Including Retainage from previous approved payment application	\$ 1,244,117.27
6	Current Payment Application reduction (Line 5 - Line 4)	\$ (143,390.74)
7	Recommended payment amount for this Payment Application (Line 1 + Line 6)	\$ -



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

February 5, 2025

(VIA EMAIL)

Marianne Wainwright
Boomerang Corp
13225 Circle Drive, Suite A
Anamosa, IA 52205

**Re: Nevada WWTF Improvements - Phase 3
Withholding Payment for Liquidated Damages**

Dear Marianne,

This letter provides updated notification to Boomerang Corp and its surety that HR Green is recommending to the City of Nevada that the City withhold payment to Boomerang Corp for potential liquidated damages related to achieving Substantial Completion for the project as identified herein and in accordance with Article 3 of Section 00520 – Agreement, and Articles 15.01.C.5, 15.01.E.1.e, and 15.01.E.1.j of the General Conditions. This withholding amount will be in addition to the amount of retainage as stipulated in Article 5 of Section 00520 – Agreement.

The contractual Substantial Completion date is June 9, 2023.

Per the construction progress schedule provided by Boomerang on January 15, 2025, the projected Substantial Completion date is March 17, 2025.

Therefore, based on these dates and projections the length of delay and corresponding potential liquidated damages related to achieving Substantial Completion is as follows:

- Substantial Completion: 647 calendar days @ \$1,500/calendar day = \$970,500.00

Withholding payment is anticipated to occur once the sum of:

1. Requested payment,
2. Retainage on work completed & stored materials to date, and
3. Potential liquidated damages;

exceeds the previous month's Contract "Balance to Finish, Including Retainage" value.

As of the date of this letter, the sum of the "Retainage on work completed & stored materials to date" and "Potential liquidated damages" values exceeds the "Balance to Finish, Including Retainage" value. Therefore, HR Green will not recommend current or future partial payment amounts unless the potential liquidated damages amount significantly decreases.

Note the actual amount of final liquidated damages will be determined upon any approved time extensions and the actual completion dates.

Sincerely,

HR GREEN, INC.

Michael Roth, P.E.
Project Manager

cc: Keith Brockhohn, Boomerang (via email)
Bryce Ricklefs, Boomerang (via email)
Jordan Cook, City (via email)

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APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Nevada

PROJECT:

Nevada Wastewater Improvements

APPLICATION NO: 33

PERIOD TO: 1.31.25

PROJECT NOS:

FROM CONTRACTOR:

Boontierang Corp
PO Box 2277 13225 Circle Dr. Suite A
Anamosa, Iowa 52205

VIA ENGINEER:

HR Green
Michael Roth

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

- 1. ORIGINAL CONTRACT SUM \$ 7,077,000.00
- 2. Net change by Change Orders \$ (50,180.84)
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 7,026,819.16
- 4. TOTAL COMPLETED & STORED TO DATE \$ 6,395,656.49

5. RETAINAGE:

- a. 5% of Work Completed (Not including water main)
(Columns D + E on Continuation Sheet) \$ 319,782.82
- b. 5 % of Stored Material
(Column F on Continuation Sheet) \$ -
- Total Retainage (Line 5a + 5b)
(Total in Column F on Continuation Sheet) \$ 319,782.82

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total) \$ 6,075,873.67

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 Minus Certificates) \$ 5,978,648.48

8. CURRENT PAYMENT DUE

..... \$ **97,225.19**

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 950,945.49

CONTRACTOR:

Michael Roth
By: _____ Date: 2-5-25

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 0.00

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

ENGINEER:

Michael Roth

By: _____ Date: 2/5/25

OWNER'S APPROVAL:

By: _____ Date: _____

CONTINUATION SHEET

APPLICATION NO: 33

PERIOD TO: 1.31.25

ENGINEER'S PROJECT NO.:

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

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

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

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period	F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D+E+F)	H Balance to Finish (C-G)	I Retainage (% Variable Rate)	
		From Previous Application (D+E)	This Period	From Previous Application (D+E)	This Period						
1	Division 01 General Requirements Bonds / Permits / Insurance Administration/Project Management Mobilization Toilets/Dumpsters /Etc SWPPP/Erosion Control Survey Bypass Pumping	\$ 95,000.00 \$ 50,000.00 \$ 74,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	\$ 95,000.53 \$ 47,500.00 \$ 74,100.00 \$ 7,800.00 \$ 4,750.00 \$ 9,500.00 \$ -	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 95,000.53 \$ 47,500.00 \$ 74,100.00 \$ 7,800.00 \$ 4,750.00 \$ 9,500.00 \$ -	\$ 2,500.00 \$ 3,900.00 \$ 400.00 \$ 250.00 \$ 500.00 \$ 30,000.00 \$ -	\$ 4,750.00 \$ 2,375.00 \$ 3,705.00 \$ 980.00 \$ 297.50 \$ 475.00 \$ -	
2	Division 02 Existing Conditions Pavement/Gravel Removal Manhole/pipe removal Pipe Abandonment	\$ 6,000.00 \$ 5,000.00 \$ 5,000.00	\$ 1,200.00 \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ 1,200.00 \$ - \$ -	\$ 4,800.00 \$ 5,000.00 \$ 5,000.00	\$ 60.00 \$ - \$ -	
3	Division 3 Concrete Lift Station Reinforcing Materials Lift Station Reinforcing Labor Lift Station Concrete Materials Lift Station Concrete Labor Bypass Structure Reinforcing Materials Bypass Structure Reinforcing Labor Bypass Structure Concrete Materials Bypass Concrete Labor Generator Pad/Boilers/Miscellaneous Hollow Core Roof Planks/Precast Stairs Labor and Materials Hollow Core Planks/ Stairs Submittal Drawings	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 687,000.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 618,300.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 618,300.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	\$ - \$ - \$ - \$ 88,700.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 16,024.30 \$ 23,750.00 \$ 11,750.00 \$ 30,915.00 \$ 325.00 \$ 475.00 \$ 325.00 \$ 1,000.00 \$ 1,000.00 \$ 5,250.00 \$ 500.00
4	Division 4 Unit Masonry Submittals CMU Labor and Materials Brick Labor and Materials	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ - \$ - \$ -	\$ 75.00 \$ 6,250.00 \$ 4,750.00	
5	Division 5 Metals Submittals Embeds/Limits Labor and Materials Ladder/Grating/Stairs and Handrail Materials Ladder/Grating/Stairs and Handrail Labor	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00	\$ 2,000.00 \$ 40,500.00 \$ 85,959.24 \$ 11,250.00	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ 2,000.00 \$ 40,500.00 \$ 85,959.24 \$ 11,250.00	\$ - \$ 4,500.00 \$ 9,040.76 \$ 3,750.00	\$ 100.00 \$ 2,025.00 \$ 4,297.96 \$ 562.50	
6	Division 6 Rough Carpentry Roof/Nailer Labor and Material Masonry Bucks at openings Labor and Materials Mounting Boards, Miscellaneous Nailers Labor and Materials	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ - \$ - \$ -	\$ 450.00 \$ 325.00 \$ 125.00	
7	Division 7 Thermal and Moisture Bentonite Waterproofing Materials Bentonite Waterproofing Labor Cavity Wall Insulation at Masonry Labor and Materials Perimeter Foundation Wall Insulation Labor and Materials	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ - \$ - \$ - \$ -	\$ 1,250.00 \$ 1,625.00 \$ 1,500.00 \$ 1,250.00	

1.31.25
PERIOD TO:
ENGINEER'S PROJECT NO.:

APPLICATION AND CERTIFICATE FOR PAYMENT,
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In tabulations below, amounts are stated to the nearest dollar.
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A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period	F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (G - G)	I Retainage (if Variable Rate)
		From Previous Application (D + E)	This Period	From Previous Application (D + E)	This Period					
	Caulking and Sealant Labor and Materials	\$ 10,000.00	\$ 1,000.00	\$ 9,000.00	\$ 1,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 500.00
	Weather Barrier At Masonry Materials	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 225.00
	Weather Barrier at Masonry Labor	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 375.00
	TPO Roofing Submittals	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 225.00
	TPO Roofing Materials	\$ 55,000.00	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 55,000.00	\$ -	\$ 2,750.00
	TPO Roofing Labor	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 450.00
	Sheet Metal Flashings and Trims Labor and Materials	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 300.00
	Roofing Accessories Labor and Materials	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 75.00
	Firestopping/Miscellaneous Insulation Labor and Materials	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 75.00
8	Division 8 Doors and Hardware	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 250.00
	ALL door and Hardware Submittals	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 1,000.00
	Aluminum Doors Frames Materials	\$ 13,500.00	\$ -	\$ 12,150.00	\$ -	\$ -	\$ -	\$ 12,150.00	\$ 1,350.00	\$ 607.50
	Aluminum Doors Frames Labor	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 500.00
	Hardware Materials	\$ 12,500.00	\$ -	\$ 12,500.00	\$ -	\$ -	\$ -	\$ 12,500.00	\$ -	\$ 625.00
	FRP Doors and Frames Materials	\$ 8,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	\$ 200.00
	FRP Doors and Frames Labor	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 2,500.00
	Floor Hatches Labor and Materials	\$ 11,000.00	\$ -	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 11,000.00	\$ -	\$ 550.00
	Overhead Coiling Doors Materials	\$ 3,000.00	\$ -	\$ 10,035.25	\$ -	\$ -	\$ -	\$ 10,035.25	\$ 963.75	\$ 501.81
	Overhead Coiling Doors Labor/Shipping	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 750.00
	Translucent Roof Assemblies Materials	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 375.00
	Translucent Roof Assemblies Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Division 9 Finishes	\$ 43,000.00	\$ -	\$ 38,700.00	\$ -	\$ -	\$ -	\$ 38,700.00	\$ 4,300.00	\$ 1,955.00
	Painting Labor and Materials	\$ 130,000.00	\$ -	\$ 130,000.00	\$ -	\$ -	\$ -	\$ 130,000.00	\$ -	\$ 6,500.00
	Corrosion Protective Liner Materials	\$ 265,000.00	\$ -	\$ 265,000.00	\$ -	\$ -	\$ -	\$ 265,000.00	\$ -	\$ 13,250.00
	Corrosion Protection Liner Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Division 10 Specialties	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900.00	\$ -
	Signage Labor and Materials	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -
	Toilet Accessories Labor and Materials	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -
	Fire Extinguishers Labor and Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Division 22,23,35 Plumbing/HVAC/Gates	\$ 32,000.00	\$ -	\$ 32,000.00	\$ -	\$ -	\$ -	\$ 32,000.00	\$ -	\$ 1,600.00
	Signage Labor and Materials	\$ 288,000.00	\$ -	\$ 288,000.00	\$ -	\$ -	\$ -	\$ 288,000.00	\$ -	\$ 14,400.00
	Hydropneumatic Surge Tanks Materials Down Payment	\$ 13,500.00	\$ 10,125.00	\$ 195,795.09	\$ 10,125.00	\$ -	\$ -	\$ 10,125.00	\$ 3,375.00	\$ 506.25
	Hydropneumatic Surge Tanks Materials - Balance	\$ 243,000.00	\$ -	\$ 10,468.43	\$ -	\$ -	\$ -	\$ 10,468.43	\$ 47,204.81	\$ 9,789.75
	Hydropneumatic Surge Tank Labor	\$ 25,000.00	\$ -	\$ 221,793.90	\$ -	\$ -	\$ -	\$ 221,793.90	\$ 39,140.10	\$ 1,020.00
	Process Valves/ Gates Labor	\$ 25,000.00	\$ -	\$ 155,064.27	\$ -	\$ -	\$ -	\$ 155,064.27	\$ 25,066.00	\$ 1,089.70
	Plumbing/HVAC Materials	\$ 197,000.00	\$ -	\$ 19,350.00	\$ -	\$ -	\$ -	\$ 19,350.00	\$ 39,400.00	\$ 7,888.00
	Liebert Mini Split Materials	\$ 19,350.00	\$ -	\$ 19,350.00	\$ -	\$ -	\$ -	\$ 19,350.00	\$ -	\$ 967.50
	Plumbing HVAC Labor	\$ 189,650.00	\$ -	\$ 189,650.00	\$ -	\$ -	\$ -	\$ 189,650.00	\$ -	\$ 9,492.50
	Process Piping Materials Down Payment	\$ 76,000.00	\$ 30,400.00	\$ 30,400.00	\$ 30,400.00	\$ -	\$ -	\$ 30,400.00	\$ 15,200.00	\$ 3,040.00
	Process Piping Balance Materials	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -
	Process Piping Labor	\$ 10,000.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 10,000.00	\$ -
	Training/ Start Ups	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -
	Submittals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Division 25,27 Integrated Automation, Comm.	\$ 30,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00	\$ 6,000.00	\$ 1,200.00
	Jetco Submittals	\$ 320,000.00	\$ -	\$ 320,000.00	\$ -	\$ -	\$ -	\$ 320,000.00	\$ -	\$ 16,000.00
	Jetco Production Labor and Materials	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -
	Final Checks Start-up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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1.31.25

PERIOD TO:
ENGINEER'S PROJECT NO.:

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		From Previous Application (D + E)	This Period	From Previous Application (D + E)	This Period					
26	Division 26 Electrical	\$ 1,700.00	\$ -	\$ 39,360.00	\$ -	\$ -	\$ -	\$ 39,360.00	\$ 1,700.00	\$ -
	Demo	\$ 40,000.00	\$ -	\$ 40,522.00	\$ -	\$ -	\$ -	\$ 40,522.00	\$ 640.00	\$ 1,988.00
	Underground Materials	\$ 50,000.00	\$ -	\$ 28,800.00	\$ -	\$ -	\$ -	\$ 28,800.00	\$ 21,200.00	\$ 2,026.10
	Branch Conduit Labor	\$ 28,000.00	\$ -	\$ 27,370.00	\$ -	\$ -	\$ -	\$ 27,370.00	\$ 630.00	\$ 1,440.00
	Branch Conduit Materials	\$ 35,000.00	\$ -	\$ 34,640.00	\$ -	\$ -	\$ -	\$ 34,640.00	\$ 360.00	\$ 1,388.50
	Feeder Conduit Labor	\$ 13,000.00	\$ -	\$ 10,010.00	\$ -	\$ -	\$ -	\$ 10,010.00	\$ 2,990.00	\$ 1,732.00
	Feeder Conduit Materials	\$ 18,000.00	\$ -	\$ 15,400.00	\$ -	\$ -	\$ -	\$ 15,400.00	\$ 2,600.00	\$ 422.50
	Branch Wire Labor	\$ 42,000.00	\$ -	\$ 41,000.00	\$ -	\$ -	\$ -	\$ 41,000.00	\$ 1,000.00	\$ 500.50
	Branch Wire Materials	\$ 11,000.00	\$ -	\$ 10,200.00	\$ -	\$ -	\$ -	\$ 10,200.00	\$ 800.00	\$ 770.00
	Feeder Wire Labor	\$ 33,500.00	\$ -	\$ 33,230.00	\$ -	\$ -	\$ -	\$ 33,230.00	\$ 270.00	\$ 2,050.00
	Feeder Wire Materials	\$ 8,500.00	\$ -	\$ 8,300.00	\$ -	\$ -	\$ -	\$ 8,300.00	\$ 200.00	\$ 1,651.50
	Electrical Gear Labor	\$ 11,000.00	\$ -	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 11,000.00	\$ -	\$ 550.00
	Electrical Gear Materials	\$ 33,000.00	\$ -	\$ 33,000.00	\$ -	\$ -	\$ -	\$ 33,000.00	\$ -	\$ 1,650.00
	Lighting Protection Labor and Materials	\$ 4,000.00	\$ -	\$ 3,120.00	\$ -	\$ -	\$ -	\$ 3,120.00	\$ 880.00	\$ 156.00
	Lighting Labor	\$ 17,000.00	\$ -	\$ 1,000.00	\$ 12,600.00	\$ 12,600.00	\$ -	\$ 13,600.00	\$ 3,400.00	\$ 600.00
	Lighting Materials	\$ 5,000.00	\$ -	\$ 18,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 20,000.00	\$ 5,000.00	\$ 250.00
	Devices Labor	\$ 25,000.00	\$ -	\$ 32,400.00	\$ -	\$ -	\$ -	\$ 32,400.00	\$ 3,600.00	\$ 1,000.00
	Devices Materials	\$ 36,000.00	\$ -	\$ 137,600.00	\$ -	\$ -	\$ -	\$ 137,600.00	\$ -	\$ 1,620.00
	Generator Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,880.00
	Generator Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Controls Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Controls Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Submittals/CAD, Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Cummins Generator Transfer Switch Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Electronic Safety and Security	\$ 5,595.46	\$ -	\$ 5,595.46	\$ -	\$ -	\$ -	\$ 5,595.46	\$ -	\$ 279.77
	Security Cameras Down Payment	\$ 5,035.01	\$ -	\$ 5,035.01	\$ -	\$ -	\$ -	\$ 5,035.01	\$ -	\$ 251.75
	Security Camera Labor and Materials Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Division 31 Earthwork	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00
	Lay down / storage areas	\$ 6,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 150.00
	Strip / Respread topsoil	\$ 85,000.00	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -	\$ 85,000.00	\$ -	\$ 4,250.00
	Mass Excavation	\$ 50,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	\$ 5,000.00	\$ 2,250.00
	Dewatering	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 1,000.00
	Backfill Structures	\$ 5,000.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 125.00
	Final Grade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Division 32 Exterior Improvements	\$ 25,000.00	\$ -	\$ 18,750.00	\$ -	\$ -	\$ -	\$ 18,750.00	\$ 6,250.00	\$ 937.50
	Aggregate Base Courses Labor and Materials	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000.00	\$ -
	Paving Labor and Materials	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -
	Asphalt Patch	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 225.00
	Temporary Access Road	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -
	Granular Surfacing	\$ 27,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000.00	\$ -
	Chain Link Fence and Gates	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -
	Bollard Covers	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -
	Seeding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33	Division 33 Utilities	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 75.00
	Disinfection of Watermain	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -
	Video-taping of Sanitary Sewer	\$ 65,000.00	\$ -	\$ 58,500.00	\$ -	\$ -	\$ -	\$ 58,500.00	\$ 6,500.00	\$ 2,925.00
	Precast Manholes Materials with Liner Materials	\$ 30,000.00	\$ -	\$ 27,000.00	\$ -	\$ -	\$ -	\$ 27,000.00	\$ 3,000.00	\$ 1,350.00
	Precast Manholes Labor	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 300.00
	Tapping Sleeve Labor and Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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		(D + E)	(D + E)	From Previous Application (D + E)	(G/C)					
	Watermain Materials	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00
	Watermain Labor	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00		\$ -	\$ -	\$ 28,000.00	\$ -	\$ 1,400.00
	Hydrostatic Testing	\$ 800.00	\$ 800.00	\$ 800.00		\$ -	\$ -	\$ 800.00	\$ -	\$ 40.00
	Sanitary Piping Materials	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		\$ -	\$ -	\$ 50,000.00	\$ -	\$ 2,500.00
	Sanitary Piping Labor	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00
	Sanitary Sewer Manhole Testing	\$ 1,200.00	\$ 1,200.00	\$ 600.00		\$ -	\$ -	\$ 600.00	\$ 600.00	\$ 30.00
	Submain Labor and Materials	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00		\$ -	\$ -	\$ 4,500.00	\$ -	\$ 225.00
	Storm sewer Materials	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		\$ -	\$ -	\$ 15,000.00	\$ -	\$ 750.00
	Storm sewer Labor	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00		\$ -	\$ -	\$ 12,000.00	\$ -	\$ 600.00
41	Division 41 Materials Processing Monorail Beam Monorail Hoist Labor and Materials	\$ 7,000.00 \$ 9,000.00	\$ 7,000.00 \$ 9,000.00	\$ 7,000.00 \$ 7,980.00		\$ - \$ -	\$ - \$ -	\$ 7,000.00 \$ 7,980.00	\$ - \$ 1,020.00	\$ 350.00 \$ 398.00
43	Division 43 Process Gas - Purification Cornell Pumps Materials Cornell Pumps Submittals Cornell Pumps Install Submersible Sump Pumps Materials Submersible Sump Pumps Labor	\$ 270,000.00 \$ 5,000.00 \$ 7,000.00 \$ 10,000.00 \$ 2,500.00	\$ 270,000.00 \$ 5,000.00 \$ 7,000.00 \$ 10,000.00 \$ 2,500.00	\$ 175,500.00 \$ 5,000.00 \$ - \$ - \$ -	\$ 27,000.00 \$ 5,250.00	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ 202,500.00 \$ 5,000.00 \$ 5,250.00 \$ - \$ -	\$ 67,500.00 \$ 1,750.00 \$ 10,000.00 \$ 2,500.00	\$ 10,125.00 \$ 250.00 \$ 252.50 \$ - \$ -
46	Division 46 Water and Wastewater Equipment Vulcan Bar Screens Materials Vulcan Labor to install Change Orders Change Order #1.1 - HTM pumps Change Order #1.2 - Hatches Change Order #2	\$ 412,083.00 \$ 12,000.00 \$ (50,000.00) \$ (10,000.00) \$ 9,819.16	\$ 412,083.00 \$ 12,000.00 \$ (50,000.00) \$ (10,000.00) \$ 9,819.16	\$ 391,478.85 \$ 9,600.00 \$ - \$ - \$ 9,819.16	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ 391,478.85 \$ 9,600.00 \$ - \$ - \$ 9,819.16	\$ 20,604.15 \$ 2,400.00 \$ (50,000.00) \$ (10,000.00) \$ -	\$ 19,573.94 \$ 480.00 \$ - \$ - \$ 430.96
		\$ 7,026,819.16	\$ 7,026,819.16	\$ 6,293,314.19	\$ 102,342.30	\$ 0.00	\$ 6,395,656.49	\$ 631,162.67	\$ 319,732.82	

RESOLUTION NO. 065 (2024/2025)

A RESOLUTION APPROVING ACCOUNTING SOFTWARE AND SERVICES CONTRACT BETWEEN THE CITY OF NEVADA, IOWA AND CIVIC SYSTEMS, LLC

WHEREAS, the City of Nevada, Iowa desires to enter into an agreement with Civic Systems, LLC; and

WHEREAS, the City has addressed the need for updated software for the Administration Office; and

WHEREAS, Civic Systems, LLC will provide the needed hardware and software to make the conversion to their platform; and

WHEREAS, the City of Nevada desires to enter into an agreement with Civic Systems, LLC outlined in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Computer Software and Services Contract with Civic Systems, LLC. The Mayor Pro-tem or City Clerk is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 10th day of February, 2025.

Sandy Ehrig, Mayor Pro-tem

ATTEST:

Kerin Wright, City Clerk

**Computer Software and
Services Contract**

City of Nevada

Prepared by Civic Systems, LLC



civicsystems

strong software, strong community

Civic Systems, LLC
P.O. Box 7398
Madison, WI 53707-7398
Phone: 888.241.1517
mlaesch@civicsystems.com
www.civicsystems.com

January 29, 2025

Contract Agreement

This "Contract Agreement" is made this _____ day of _____, 2025 ("Effective Date") by and between the **City of Nevada**, 1209 6th St, Nevada, IA 50201 and **Civic Systems, LLC**, P.O. Box 7398, Madison, Wisconsin 53707-7398.

1. Definitions

For purposes of this Contract Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" - Will denote the City of Nevada, IA.
- B. "Civic" - Will denote Civic Systems, LLC.
- C. "Services" - Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" - Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" - Will denote any goods or services produced by a third-party entity other than Civic.
- F. "Accident" - Will denote an unexpected happening at the Client's premises causing loss or injury which is not due to any fault or misconduct on the part of the person injured.

2. Contract Agreement

The following Attachments are a part of this Contract Agreement:

- A. Cost Detail
- B. Conversion Services
- C. Hardware Requirements
- D. Caselle Software License Agreement
- E. Civic Support Agreement

3. Scope of Agreement

Client agrees to license the Software and receive the Services and Civic agrees to provide same subject to the terms and conditions stated in this Contract Agreement, the Caselle Software License Agreement attached hereto as Attachment D, and the Civic Support Agreement attached hereto as Attachment E.

4. General Conditions

- A. This is not a Contract Agreement of partnership or employment of Civic or any of Civic's employees by Client. Civic is an independent contractor for all purposes under this Contract Agreement.
- B. Civic shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.
- C. Civic agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Contract Agreement. Civic agrees that, at all times, the employees of Civic furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- D. Civic agrees that all persons working for or on behalf of Civic whose duties bring them upon Client's premise shall obey the rules and regulations that are established by Client and shall comply with the reasonable directions of Client personnel.
- E. Civic shall be responsible for the acts of its employees and agents while on Client's premises. Accordingly, Civic agrees to take all necessary measures to prevent injury and loss to persons or property located on Client premises. Civic shall be responsible for all damages to persons or property caused by Civic or any of its agents or employees. Civic shall promptly repair any damage that it, or its employees or agents may cause to Client's premises or equipment; on Civic's failure to do so, Client may repair such damage and Civic shall reimburse Client promptly for the cost of repair.

Contract Agreement

- F. Civic agrees that, in the event of an Accident of any kind, Civic will immediately notify Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- G. Civic shall perform the services contemplated in this Contract Agreement without interfering in any way with the activities of Client's staff or visitors.
- H. Civic and its employees or agents shall have the right to use only those facilities of Client that are necessary to perform services under this Contract Agreement and shall have no right to access any other facilities of Client.

5. Entire Agreement Clause

This Contract Agreement, including other referenced documents, constitutes the entire Contract Agreement between Client and Civic and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

6. Non-Assignment; Non-Delegation; Binding Effect

Both Civic and Client shall be clearly identified by name. Neither of the identified parties to this Contract Agreement shall assign or encumber any of its rights, or delegate or any of its duties defined in this Contract Agreement, in whole or in part, to other third parties unless the other party to this Contract Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by this Contract Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from this Contract Agreement shall bind the identified party and their respective successors and assignees.

7. Assignments

Civic shall not assign, transfer or pledge this Contract Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. Subcontractors

Civic shall not subcontract this Contract Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of Client. Permission to subcontract, however, shall under no circumstances relieve, Civic of its liabilities and obligations under this Contract Agreement. Further, Civic shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly employed by subcontractors. Contracts between Civic and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. Civic shall make contracts between Civic and subcontractors available upon request.

9. Agreement Extensions and Modification Clause

This Contract Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to this Contract Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to this Contract Agreement to be of a major or complex nature, then the change shall be by formal amendment of this Contract Agreement signed by the parties and made a permanent part of this Contract Agreement.

Under no circumstances, however, shall any parties to this Contract Agreement forfeit or cancel any right presented in this Contract Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to this Contract Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right.

Contract Agreement

10. Termination

- A. This Contract Agreement may be terminated for cause in the event Civic does not cure a material breach of this Contract Agreement within thirty (30) days' of receiving written notice of such breach from Client.
- B. This Contract Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.
- C. Client shall pay Civic for all Services rendered, Software delivered or incurred, and expenses incurred prior to the date of termination, and shall reimburse Civic for all reasonable costs associated with any termination.
- D. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Contract Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Contract Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. Further, in the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement or mediation, both parties agree to waive a jury trial to facilitate judicial resolution and save time and expense of both parties.
- E. Because a breach of any of the provisions of this Contract Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Civic agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the procedures set forth in Section 10(d) in order to seek injunctive or declaratory relief.
- F. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Contract Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Contract Agreement shall survive the expiration or termination of this Contract Agreement or any Statement of Work.

11. Applicable and Governing Law Clause

The validity, construction and enforcement of this Contract Agreement shall be determined in accordance with the laws of the State of Iowa, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Contract Agreement shall be brought exclusively in the State of Iowa. Both parties consent to the personal jurisdiction of the state and federal courts located in Iowa.

Contract Agreement

12. Title and Confidentiality

- A. Both parties recognize that their respective employees and agents, in the course of performance of this Contract Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. Civic acknowledges that Client is subject to open records statutes and may be required to produce documentation associated with this Contract. Civic shall designate any necessary documentation as "confidential" at the time of transmission in order to protect such information under this section. The confidentiality covenants contained herein shall survive the termination or cancellation of this Contract Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Contract Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA requests and data practices requests.
- B. Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that it shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Contract Agreement. It shall not be a breach of this Contract Agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

13. Notices

All notices or communications required or permitted as a part of this Contract Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Contract Agreement) at the address specified below.

Civic Systems, LLC
P.O. Box 7398
Madison, WI 53707-7398

City of Nevada
1209 6th St
PO Box 530
Nevada, IA 50201

14. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Contract Agreement.

Contract Agreement

15. Force Majeure Clause

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Contract Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

16. Nondiscrimination by Civic or Agents of Civic

Neither Civic nor anyone with whom Civic shall contract shall discriminate against any person employed or applying for employment concerning the performance of Civic responsibilities under this Contract Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default by Civic of this Contract Agreement.

17. Replication of Software

Client shall not copy Software for any purposes other than for backup or disaster recovery.

18. Non-Collusion

Civic hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of Client, or other person or entity concerning the obtaining of this Contract Agreement. In addition, Civic agrees that a duly authorized Civic representative will sign a non-collusion affidavit, in a form acceptable to Client, that Civic has received from Client no incentive or special payments, or considerations not related to the provision of the system described in this Contract Agreement.

19. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Contract Agreement and the person signing this Contract Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Contract Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Contract Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Contract Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.

Contract Agreement

- D. Civic warrants that any Services that it provides to Client under this Contract Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- E. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client expressly waives any claim that Client may have against Civic based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right with respect to any Product and also waives any right to indemnification from Civic against any such Claim made against Client by another. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Contract Agreement.

20. Limitation on Damages and Indemnification

- A. Except as specifically stated in the Warranty section of this Contract Agreement, the Software is Licensed "AS IS", but not limited to implied warranties of merchantability. The maximum liability of Civic for all damages from any claims shall not exceed the license, services, and support fees paid to date by Client to Civic, unless as otherwise stated herein. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions, or viruses arising out of or related to this Contract Agreement.
- B. As Civic is performing Services solely for the benefit of Client, Client will indemnify Civic, its subsidiaries and their present or former owners, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Contract Agreement, unless such claim is directly or indirectly related to work performed by Civic.
- C. Because of the importance of the information that Client provides to Civic with respect to Civic's ability to perform the Services, Client hereby releases Civic and its present and former owners, employees, officers and agents from any liability, damages, fees, expenses and costs, including attorney fees, relating to the Services, that arise from or related to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.
- D. Civic will indemnify Client against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.
- E. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Contract Agreement are material bargained for basis of this Contract Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Contract Agreement and in the decision by each party to enter into this Contract Agreement.
- F. The terms of this Section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Civic, or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Contract Agreement.

Contract Agreement

- G. Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Contract Agreement must be commenced within ~~twelve-two (242) years~~months after the performance of the Services for which the action is brought, ~~without consideration as the time~~or within two (2) years of discovery of any claim.
- H. In the event that the parties are unable to resolve differences that may arise relating to this Contract Agreement, all disputes arising from this Contract Agreement shall be resolved through the courts of the State of Iowa, unless both parties agree to binding arbitration. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten (10) years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. Standards of Performance

Civic shall perform its Services in conformity with the terms expressly set forth in this Contract Agreement, including all applicable professional standards. Accordingly, Civic's Services shall be evaluated on its substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown.

22. Personnel

During the term of this Contract Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

23. Email Communication

Client acknowledges that: (i) Civic and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Civic shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

24. Business License

In the event a local business license is required for Civic to perform services hereunder, Client will notify Civic prior to the Effective Date and will provide Civic with the necessary paperwork and/or contact information.

25. Taxes

The fees set forth in Section 27 – Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Client. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Civic from and against any and all fines, penalties, damages, and claims.

Contract Agreement

26. Payment Terms

The total fees for Software and Services are estimated to be **\$98,155** as set forth in following section. The Client agrees to the following Payment Terms.

- A. Civic shall invoice Client **\$49,078** upon the effective date.
- B. Civic shall invoice Client **\$49,077** before Training.
- C. Civic shall invoice Client fees for all other Services, plus all expenses, if and as provided/incurred.

27. Investment Summary

The following Investment Summary reflects an estimated range of costs related to the Software and Services. Detailed costs are provided in Attachment A – Cost Detail

	<u>Investment</u>
Connect License Fees (6 Concurrent)	\$ 60,250
Setup/Conversion Estimate	22,800
Training	<u>15,105</u>
Sub-total	<u>98,155</u>
ANNUAL SUPPORT TOTAL (Software For Life)	<u>\$ 20,475</u>
ANNUAL HOSTING FEES (6 Named Users)	<u>\$ 3,840</u>

*Above amounts do not include travel costs. Travel costs will be invoiced as incurred and are estimated below if needed. Mileage will be invoiced at the federally mandated mileage rate currently at \$0.70 per mile for round trip travel. Hotel will be invoiced for the amount incurred by Civic staff. Civic's staff stays at a Holiday Inn or equivalent. Hotel rates vary; we estimate those rates to be \$175 nightly. Meals are invoiced as actual with a daily maximum of \$35.

Travel cost estimates are based on four (4) round trips and 13 overnights.

Mileage (four 526) mile round trips @ \$0.70/mile)	\$ 1,472
Hotel (13 nights at \$175/night)	2,275
Meals (13 days at \$35/day)	<u>455</u>
TOTAL INVESTMENT	<u>\$ 4,202</u>

Contract Agreement

28. Additional Service Fees

Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Civic's then-current rates.

29. Optional Items

Pricing for optional Products and services shall be valid for ninety (90) days from the Effective Date.

30. Contract Agreement Execution

The parties hereto have executed this Contract Agreement and any applicable attachments as specified in Section 2 of this Contract Agreement as of the dates set forth below.

CITY OF NEVADA

Signature: _____

Print Name: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Print Name: Chad Jarvi _____

Title: _____

Date: _____

Attachment A – Cost Detail

SELECTED MODULES (Included in the agreement)

Selected Product Descriptions	License Fee Purchase Price	One-Time conversion / setup	Training and Onsite Assistance Cost/Days	Year one Total w/o Support	Annual Fees*
6 Concurrent User Licenses Included	4,000	-	-	4,000	1,200
Reporting (Included No Cost)	-	-	-	-	-
Accounts Payable	5,850	1,140	1,140	8,130	2,155
AP ACH w/ Vendor Notification	-	-	-	-	-
Excel Connector	-	-	-	-	-
Cash Receipting	4,500	570	570	5,640	1,750
General Ledger	7,200	1,710	2,280	11,190	2,560
Activity Reporting	-	-	-	-	-
Bank Rec	-	-	-	-	-
Budgeting	-	-	-	-	-
Iowa Reporting	-	-	-	-	-
Excel Connector	-	-	-	-	-
miViewPoint (Department Head Dashboard) (Unlimited)	3,150	1,140	1,140	5,430	945
miCR (Need CR) (Unlimited Users)	-	-	-	0	-
miAP Workflow (Unlimited Users)	3,150	1,140	1,140	5,430	945
miBudget (Unlimited Users)	2,700	570	570	3,840	810
Payroll w/ Direct Deposit	10,350	2,850	2,280	15,480	3,505
ACA Reporting	-	-	-	-	-
Electronic Submittals (State and Fed)	-	-	-	-	-
miPay Online (Employee Portal)	-	-	-	-	-
miTime (Electronic Timesheets) (Unlimited Users)	3,150	1,140	1,140	5,430	945
Excel Connector	-	-	-	-	-
Utility Billing	11,250	5,700	3,420	20,370	3,775
Direct Pay	-	-	-	-	-
Electronic Read Interface (Meter Reading Import/Export)	-	-	-	-	-
Excel Connector	-	-	-	-	-
Service Orders	4,050	1,140	1,140	6,330	1,215
Mobile App (Unlimited Users)	-	-	-	0	-
Community Portal	900	1,140	285	2,325	670
Web Services	-	-	-	-	-
Implementation Project Management	-	4,560	-	4,560	-
Hosted in The Cloud (Up to 6 Named Users)	-	-	-	-	3,840
TOTALS COSTS	60,250	22,800	15,105	98,155	24,315

*First Year Annual Support Fees are prorated based on your Go-Live date.

**Community Portal and Terminal Credit/Debit Fees are 2.9% + \$.30 per transaction. Echeck over the terminal are \$1.10 per transaction.

Attachment A – Cost Detail

OPTIONAL MODULES (Not Included in the agreement)

Optional Product Descriptions (Not Selected)	License Fee Purchase Price	One-Time conversion/ setup	Training Cost @ \$1,200/Day	Year one Total w/o Support	Annual Fees
Each additional Concurrent License	\$ 2,000	\$ 0	\$ 0	\$ 2,000	\$ 600
Accounts Receivable	4,050	1,140	855	6,045	1,215
miAR (Need AR) (Unlimited Users)	-	-	-	0	-
Fixed Assets	2,700	570	570	3,840	810
niOpen Enrollment	1,800	428	285	2,513	540
Hosted Named Users Above 6 (each)	--	--	--	--	720

*Above amounts include the discount provided.

Attachment B - Conversion Services

The following outlines the conversion services to be provided for the core modules included as a part of this Agreement. Depending on the data integrity in the legacy system, below is our typical data conversion when converting from a legacy system.

Accounts Payable

- > Vendor Information
- > 3 years of invoice and check history (**More Years Available**)
- > Report preparation
- > AP check formatting

Cash Receipting

- > Setup receipt categories and corresponding GL accounts
- > Report preparation

General Ledger

- > Chart of Accounts
- > Financial statements
- > Report preparation
- > 3 years detail information (**More Years Available**)
- > 3 years of budget information (**More Years Available**)

Payroll

- > Employee information
- > Pay code setup
- > Current Year to Date Totals
- > Recalculate payroll to ensure data accuracy
- > Report preparation
- > Leave time balances
- > Paycheck formatting

Utility Billing

- > Customer information
- > Customer balances by service
- > Meter information
- > Location information
- > 13 months consumption History
- > Report preparation
- > Utility billing formatting
- > Recalculate bill run to ensure data accuracy
- > Setup rates and services

Attachment C - Hardware Requirements

HARDWARE REQUIREMENTS (ONLY NEEDED IF ON PREMISE)

Network System Requirements – Caselle® Connect – Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft® Windows 2016 Server (64-bit), 2019 (64-bit), or 2022 (64-bit)
Network Server Equipment	Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher Minimum 16 GB of available RAM 30 GB available disk space for Caselle Connect applications (1 GB) and data Enterprise SSD Color SVGA .28 Monitor 1 GB Ethernet Network Card 1 GB Ethernet Switch <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Database Server Equipment and Operating System	<ul style="list-style-type: none"> • Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server). • Networks with more than ten workstations may require faster processors and/or more memory than the recommended.
Database Software	Microsoft® SQL Server 2016 (64-bit), 2019, or 2022 (64-bit)
Network Server and Database Server Power Protection	True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel Core 2 Duo, i5, or i7 (3 GHz or higher) 8 GB of available RAM 30 GB available disk space for Caselle Connect applications (180 MB) and data Color SVGA .28 Monitor LCD Monitor <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Workstation Operating System	Windows 10 or 11™ Professional (64-bit).
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca 9000 and 1500 Series Printers Star TSP100 Epson TM – U325, TM-U675, and Epson TM – H6000IV
Internet Access	10 Mbps minimum available connection speed Explanation: Caselle® Applications require Internet access to download program updates.
Email	Email that is compatible with Microsoft® Windows.
Network Installer	Microsoft® Authorized and Certified

Attachment D – Caselle Software License Agreement

Caselle
1656 S East Bay Blvd, Ste 100
Provo, UT 84606
CASELLE, INC.
SOFTWARE LICENSE AGREEMENT

Caselle Agrees to provide the software to you, subject to the following terms and conditions.

1. GRANT OF LICENSE

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

2. TITLE AND CONFIDENTIALITY

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

3. LICENSE

You may:

- A. Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- B. Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- A. Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- B. Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- C. Modify the Software or merge it into any other product without the express written consent of Caselle.
- D. Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- E. Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- F. Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (A to F) shall void and terminate this Agreement.

4. TERM

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Attachment D – Caselle Software License Agreement

5. WARRANTY

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period, You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.

6. DISCLAIMERS AND LIMITATIONS OF REMEDIES

Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption or loss of business information arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of an essential purpose of any limited remedy. Caselle's aggregate liability under this agreement for damage will not, in any event, whether based upon contract, negligence, strict liability in tort, warranty or any other basis, exceed the License fees paid by You for the Software.

7. ADDITIONAL SERVICES

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

8. GENERAL

- A. The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- B. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa and You hereby consent to the jurisdiction of State and Federal courts in Iowa. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- C. This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- D. If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- E. All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- F. In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- G. Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- H. The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- I. Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- J. The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- K. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

Attachment E – Civic Support Agreement

CIVIC SUPPORT AGREEMENT

This Support Agreement is made by and between the **City of Nevada**, 1209 6th St, Nevada, IA 54868 and **Civic Systems, LLC**, P.O. Box 7398, Madison, Wisconsin 53707-7398.

TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" – Will denote the City of Nevada, IA.
- B. "Civic" – Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" – Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.

2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the date of use. The date of use is defined as the date the first module is implemented and considered "live". Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

3. CHARGES

Civic will invoice Client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than ~~sixty thirty (630)~~ days before the anniversary of the effective date.

Initial support fees are billed and prorated for that six-month period based upon the specific modules "go-live" date. Support fees for the modules purchased with this contract will be locked for 3 years from signing.

Commented [EC1]: To give City time to consider the increase before their 30-day window to terminate

4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 7 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone: 608 240 2600
Toll-Free: 800 241 1517
Fax: 608 249 1050
E-mail: support@civicsystems.com
Website: <http://www.civicsystems.com>

Attachment E – Civic Support Agreement

6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or Client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

10. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

11. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to Client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

Attachment E – Civic Support Agreement

12. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes Client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to Client either procure for Client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, Client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to Client all fees, costs, and charges paid by Client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to Client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. ~~Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty.~~ Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

Attachment E – Civic Support Agreement

13. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly Advisory Group, LP) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement, unless such claim is directly or indirectly related to work performed by Civic.

In the event Civic is requested by the Customer, or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

14. DEFAULT

In the event of payment default by Client either party, Civic the prevailing party shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

15. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

16. NOTIFICATION

All notices or communications required or permitted as a part of the Support Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified below.

Civic Systems, LLC
P.O. Box 7398
Madison, WI 53707-7398

City of Nevada
1209 6th St

Attachment E – Civic Support Agreement

Nevada, IA 50201

17. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

18. SOFTWARE SUPPORT

The Client will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, Client has the ability to log support issues and search a knowledge base utilizing Civic's customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to Client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates – Civic shall provide Client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to Client.
- C. Software Upgrades – Civic shall provide Client with upgrades to the current platform when available. Civic shall provide Client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to Client.
- D. Trained Employees – Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic.

19. MISCELLANEOUS

This Support Agreement covers those Services rendered for post "go-live". Post "go-live" will be defined as the first time that the Software is used in a production environment to perform the Client's daily processing.

Attachment F – Hosted Agreement

This Hosted Services Agreement (the "Hosted Agreement") is between Ontech Systems, Inc., a Wisconsin corporation ("ONTECH"), 11800 W. Park Place, Milwaukee, WI 53224, (262) 522-8560 and "CLIENT".

"CLIENT" Organization/DBA: City of Nevada

Street: 1209 6th St

City: Nevada

State: IA

Zip Code: 50201

Phone: 515.382.5466

Date: 1/29/25

Minimum # of Committed Named User for 36 Months: 6

1. PURPOSE

The purpose of this Hosted Agreement is to detail the understandings under which ONTECH will provide Hosted IT services ("Services") to you. Additional Services to be provided will be mutually defined by ONTECH and you based upon your current need. Client desires to hire ONTECH and ONTECH agrees to provide CLIENT with certain Hosted Services within Microsoft Azure Data Centers. .

2. TERMS CONFIDENTIAL

The terms and conditions in this Hosted Agreement, the attachments hereto and Addendums are confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within your organization.

Attachment F – Hosted Agreement

EXHIBIT A Terms, Conditions and Definitions

1) General Terms, Exclusions, and Responsibilities.

a) General Responsibilities; ONTECH will provide:

- i) Qualified personnel to perform all activities identified in this Statement of Work.
- ii) Detailed time reporting and related expense information to support its billings in electronic documentation.
- iii) Services in a professional manner and abide by the CLIENT's code of business conduct.
- iv) Recommendations based upon its reasonable opinion, industry standards, and supported by manufacturer information that certain equipment, software or security systems are obsolete, defective or incapable of meeting CLIENT's needs.

b) General Responsibilities: Client will provide:

- i) Reliable Internet access. Intermittent dropping of connection will cause approval of reconnection through MFA. For optimum performance, a 100/100 fiber (or higher) internet connection is recommended.
- ii) ONTECH with remote access to its computer systems and equipment.
- iii) ONTECH with convenient and timely access to the computer systems and equipment covered under any Services Agreement.
- iv) ONTECH with adequate workspace and facilities within a reasonable distance of the computer systems and equipment, access to and use of all information, internal resources, and facilities determined necessary by ONTECH to provide Services.
- v) ONTECH with the results of preliminary diagnostic steps or additional information as requested by ONTECH related to any requested Services.
- vi) An assigned employee to be a liaison or contact person in order to make communications between both parties effective.
- vii) ONTECH with any network documentation updates made by CLIENT such as password changes, network reconfigurations that will affect ONTECH ability to support CLIENT network

c) General Responsibilities: Client will agree:

- i) To follow ONTECH's recommendations in respect to updates or upgrades of the security systems supporting Client's computer systems and equipment to protect against hacking, malware, and other unauthorized entries into CLIENT's computer systems.

d) Exclusions. Client understands and agrees that Services required in order to recover from failures and/or incidents caused by any of the following circumstances may not be considered normal maintenance CLIENT further understands and agrees that ONTECH shall have no liability for the failures, incidents or work performed.

- i) Service made necessary by the alteration or modification of hardware or software other than as authorized or recommended by ONTECH
- ii) Service made necessary by hardware or software operation problems caused by neglect, malicious activity, or misuse including, without limitation, use of the system(s) for a purpose other than which it was designed, by Client, its employees, or third-party contractors.
- iii) Service made necessary by failure to follow ONTECH recommendations in regard to equipment, software or security modifications or updates.
- iv) Service made necessary due to acts of God, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, or burglary.
- v) Service made necessary due to electrical damage caused by electrical wiring at the system location or resulting from electrical surges, sags, or spikes.
- vi) Service made necessary by bugs or malware released by software installed by 3rd parties, adverse effects from CLIENT installing 3rd party software updates or CLIENT's industry specific software.
- vii) Service made necessary by Internet or telephone service provider outages.
- viii) Service made necessary due to outdated, out of support data backup solution(s) causing loss of data and/or slow data restore times.

Attachment F – Hosted Agreement

2) Definitions. The following definitions apply to this Agreement:

“Addendum” are attachments to this Agreement that contain the specific scope of services that the Client has requested and ONTECH has agreed to provide in exchange for the payment of fees described therein. An Addendum that has been signed by the parties is incorporated into and subject to the terms of this Agreement.

“Affiliate” is any legal entity owned by one of the parties, that owns one of the parties, or is under common ownership with one of the parties.

“Confidential Information” is information marked or otherwise identified in writing by a party to this Agreement as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. Confidential Information includes non-public information regarding either party’s products, features, marketing and promotions, and the negotiated terms of our agreements, except as otherwise required by action of law. All beta products are confidential unless accepted in the section regarding Confidential Information later in this Agreement. Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under the relevant agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

“Client” is defined as the company, organization, board, or agency that has signed this Agreement with ONTECH. “Client” also refers to any subdivision or parent of the signatory to this Agreement.

“Delivery” or “Delivered” means by hand, U.S. mail properly addressed and bearing adequate postage, courier service, including expedited courier service, or by electronic transmission by email addressed to the party that signed this Agreement at the last known address or email address of the other party.

“ONTECH” refers to the Corporation that has agreed to provide Services under this Agreement.

“You” means the CLIENT and **“Your”** means the request, facilities or operations of the CLIENT.

“Receipt” in the case of hand delivery means actual receipt, in the case of delivery by mail, means the date 3 days after the date of mailing, in the case of electronic mail shall mean the date of transmission, and in all other cases, shall mean the date of actual receipt by the party to which delivery was intended.

“Services” are the professional services provided by ONTECH under this Agreement which may include development, product support, or consulting services.

“Scope of Services” is the description of the Services to be provided by ONTECH to the CLIENT under the terms of this Agreement and is included in an Addendum entered into by ONTECH and CLIENT.

“Signed” means the insertion of an original signature, a scanned original signature, or electronic signature into a Quote or Proposal, an Agreement, Addendum or an Amendment and the delivery of the signed document to the other party by hand, via U.S. mail, by courier service, or by electronic mail (e-mail”).

“Subscription” means service, licensing, software, or hosted solutions in which CLIENT pays a monthly, annual, or multi year subscription fee for those products and solutions.

Certain other terms are defined as set forth elsewhere in this Agreement.

Attachment F – Hosted Agreement

3) Fees. As compensation for the Hourly Services provided by ONTECH, CLIENT agrees to pay ONTECH the fees and charges for the Services selected by CLIENT under an Hourly Services Addendum entered into by and between ONTECH and CLIENT (together with any sales or use tax that may be applicable). ONTECH reserves the right to raise its hourly fees and charges upon forty-five (45) days written notice of amended terms delivered to CLIENT; provided however fees and charges shall not be increased during the first one year from the date of this Agreement or the date of any subsequent Hourly Services Addendum. CLIENT understands and agrees that the following third-party costs are not covered by the fees set forth in ONTECH Services Agreements and shall be charged by ONTECH to CLIENT:

- Parts, hardware, and software not covered by warranties
- Software licenses, subscription, or upgrade fees
- Manufacturer or vendor support fees, whether by annual contract or per incident
- Consumable materials, such as printer cartridges and removable storage tapes/disks
- Shipping costs

CLIENT shall also pay ONTECH for the one-way travel time between ONTECH's office and the CLIENT's location at one hundred percent (100%) of the applicable rates. Emergency Services rates shall be as agreed upon under an Hourly Services Addendum. There shall be a fifteen minute minimum charge for any Service request.

CLIENT further agrees to reimburse ONTECH for all direct costs incurred by ONTECH in providing Services including, without limitation, travel expenses from ONTECH's office to CLIENT's location. Upon CLIENT's request, ONTECH shall provide CLIENT with itemization and documentation concerning such direct costs. Travel in excess of 1.5 hours is subject to an additional charge which will be included within proposals approved by CLIENT.

4) Invoices. Client will be invoiced on the effective date and semi-annually thereafter. Invoices are sent in December for services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Hosted services rendered in the subsequent six (6) months for July through December. New clients added in the middle of the semi annual billing cycle will have a prorated fee for the remaining months of that billing cycle.

All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. ONTECH has the right to increase Hosted charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than thirty (30) days before the anniversary of the effective date.

5) Suspension/Termination of Services. ONTECH reserves the right to suspend the delivery of Services if the CLIENT's account becomes 60 days or more past due effective upon CLIENT's receipt of written notice of Suspension. Services will not be resumed until the CLIENT's past due balance is paid in full. ONTECH further reserves the right to terminate Services for non-payment effective upon CLIENT's receipt of written notice of termination for non-payment. In the event that ONTECH elects to terminate the delivery of Services due to non-payment ONTECH's engagement will be deemed to have been completed even if ONTECH has not completed the services described in the Scope of Services referred to in any Addendum and this Hosted Agreement. In such event CLIENT remains obligated to compensate ONTECH for all time expended and to reimburse ONTECH for all out-of-pocket expenditures through the effective date of termination. CLIENT shall still be financially responsible for any remaining contracted services and subscriptions.

6) Hosted Agreement Term. This Agreement shall be effective as of the go live date and shall continue in effect for a period of thirty-six (36) months (the "initial term") from the hosted go live date unless canceled by either party upon sixty (60) days' written notice. Early termination by CLIENT will result in full payment of the monthly contracted hosted services as defined in the signed Hosted Agreement. If renewal addendum is not signed by expiration date, an automatic 10% monthly price increase will go into effect at the next invoice date.

Attachment F – Hosted Agreement

7) Relationship. The relationship of ONTECH and CLIENT shall be that of independent contractors, not that of employer/employee, partnership or joint venture. ONTECH shall be free to exercise independent judgment as to the time, place and manner of performing the Services under this Agreement subject to the mutual agreement of CLIENT.

8) Limited Warranties; Disclaimers. ONTECH represents and warrants that any Services that it provides to CLIENT under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. CLIENT's sole and exclusive remedy for a breach of ONTECH's warranty relating to Services shall be that ONTECH will, in its sole discretion, either (i) use reasonable efforts to re-perform the Services, or (ii) refund the fee CLIENT paid for the Services that are alleged to be in breach of ONTECH's warranty. A claim for breach of ONTECH's warranty relating to Services must be made by CLIENT in writing delivered to ONTECH within fifteen (15) days of CLIENT's discovery of the alleged breach. If CLIENT does not notify ONTECH of a breach of ONTECH's warranty relating to Services during such period, CLIENT shall be deemed to have irrevocably accepted the Services.

ONTECH does not provide any warranty relating to any Products sold to CLIENT pursuant to this Agreement. CLIENT shall pursue any warranty claim under such warranty as may be available from the manufacturer of the Product. All Products are provided to CLIENT by ONTECH "AS IS." ONTECH shall, to the extent it is allowed by its vendors, pass through any warranties provided by the manufacturer of the Product. In the event such warranties are not assignable to CLIENT, ONTECH agrees to take commercially reasonable efforts to assist CLIENT's efforts to obtain warranty coverage. ONTECH is not compensated by manufacturers for Services performed as they relate to the Manufacturer's Warranty. Those services will be billed to the CLIENT in accordance with the Hourly Services Addendum agreed upon rates. CLIENT acknowledges that no employee of ONTECH or any other party is authorized to make any representations or warranties on behalf of ONTECH that are not in this Agreement. **ONTECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES AND/OR PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER PERFORMANCE.**

9) Insurance. ONTECH shall, at its sole expense, maintain in effect at all times during the performance of Services, insurance coverage as set forth below:

- (a) Worker's Compensation in accordance with the law in the State of Wisconsin.
- (b) Commercial General Liability, Professional Liability (Errors and Omissions) and Automobile Liability Insurance.
- (c) Evidences of Insurance – Upon execution of this Agreement, ONTECH will, if requested by CLIENT, provide CLIENT with a certificate of insurance confirming the existence of the above described coverages.

Attachment F – Hosted Agreement

10) **Limitations of Liability; Indemnification.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BE PERFORMED BY ONTECH THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES TO LIMIT THE LIABILITY OF ONTECH FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES OF ANY NATURE SUCH THAT THE TOTAL AGGREGATE LIABILITY OF ONTECH ON ANY CLAIM SHALL NOT EXCEED THE GREATER OF: (a) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR THE SERVICES RENDERED TO CLIENT THAT ARE ALLEGED TO BE THE CAUSE OF THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM; OR (b) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR SERVICES RENDERED TO CLIENT OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING. NOTWITHSTANDING THE FOREGOING LIMITATIONS ONTECH SHALL IN NO EVENT BE LIABLE FOR DAMAGES IN EXCESS OF PAYMENTS, IF ANY, MADE BY ONTECH'S INSURANCE CARRIER TO CLIENT.

EXCEPT AS PROVIDED IN PARAGRAPH EIGHT (8) IT IS FURTHER AGREED THAT ONTECH SHALL NOT BE LIABLE FOR CLAIMS ASSERTING OR ARISING OUT OF AN ALLEGED BREACH OF EXPRESS OR IMPLIED WARRANTY OR FOR DAMAGES RELATING TO INTERRUPTION OF BUSINESS, CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES. CLIENT WILL INDEMNIFY, DEFEND AND HOLD ONTECH HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, COST AND DAMAGE OF ANY NATURE, INCLUDING CLAIMS OF THIRD PARTIES, THAT WOULD BE ABOVE, BEYOND OR OUTSIDE THE SCOPE OF THE TERMS OF THE "LIMITATIONS OF LIABILITY" OR THE "LIMITED WARRANTIES DISCLAIMERS" PROVISIONS SET FORTH IN THE AGREEMENT BY AND BETWEEN ONTECH AND CLIENT.

11) **Confidentiality.** The Parties acknowledge and agree that during the course of the performance of the parties' respective obligations under this Agreement, each party may make available to the other Confidential Information that is of value to the party disclosing the information. Each party agrees to maintain the confidentiality of the Confidential Information of the other party and not to disclose or disseminate such Confidential Information to third parties. The party receiving Confidential Information agrees to use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses to avoid disclosure of its most sensitive Confidential Information. Nothing in this Section shall preclude a party from disclosing Confidential Information to the extent that the disclosure thereof is required by law. Upon termination or expiration of this Agreement, the parties shall destroy or return all Confidential Information of the other and shall not use any Confidential Information of the other in its business. ONTECH further acknowledges that CLIENT owns all proprietary data, files and information maintained, within the files, records and electronic data systems of CLIENT (other than software copyright protected or software licensed by third parties). ONTECH will protect and not release any of CLIENT's data, files or information to any party except upon the express written direction of CLIENT.

12) **Non-solicitation of Ontech employees.** CLIENT recognizes that ONTECH has invested valuable time and resources in the selection, hiring, training and retention of employees that will be assigned to perform Services on behalf of CLIENT. As a result, CLIENT agrees that it will not, during the term of this Agreement or for a period of one (1) year following the termination of this Agreement, solicit for employment or offer employment to any employee of ONTECH. If CLIENT violates this provision ONTECH may immediately terminate this Agreement irrespective of any notice otherwise required herein and CLIENT agrees to pay ONTECH a fee equal to 100% of the yearly wages of the employee or employees that CLIENT hires or attempts to hire as liquidated damages, which amount CLIENT agrees to be a fair and reasonable amount.

13) **Integration; merger.** This Agreement, and the Addendums attached hereto and incorporated herein, supersede all previous agreements whether oral or written between the parties with respect to the subject matter hereof. This Agreement is expressly agreed to contain all of the terms, conditions and understandings of the parties. This Agreement further contains all of the terms, conditions and understandings of the parties as may be subsequently provided by ONTECH to CLIENT in a written notice of "amendment" electronically delivered to

Attachment F – Hosted Agreement

CLIENT provided no written objection to any amended term is received by ONTECH within 45 days from the date of the delivery of the notice of amendment to CLIENT.

14) Binding effect. This Agreement shall be binding upon the parties, their respective successors, merger partners, assigns, subsidiaries, affiliates, legal representatives and administrators. This Agreement is also binding by and between the parties if CLIENT requests ONTECH to provide services to a third party as a sub-contractor of CLIENT.

15) Governing law. This Agreement shall be governed by the laws of the state of Wisconsin and any claims or actions arising under this Agreement shall be filed and heard in the Circuit Court of Washington County, Wisconsin.

16) No modifications. Except as provided in paragraph 13, no modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of either party at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions.

17) No assignments without consent. This Agreement may not be assigned without the written consent of the other party.

18) Counter-parts. This Agreement may be executed by the parties hereto in counter-parts provided it shall not be effective if not signed by both parties with an executed copy provided to the other party. Signatures on a copy of this Agreement or on copies of any other documents provided pursuant to this Agreement delivered by hand, U.S. Mail, courier service or by electronic mail shall be binding upon the parties and of the same legal effect as original signatures.

19) Authority. The person executing and attesting to this Agreement on behalf of CLIENT hereby personally represents and warrants that: they have full power, authority and right to execute this Agreement; the execution and delivery of this Agreement has been duly authorized by all Managers, Members or owners of CLIENT whose consent or approval may be required; and the execution of this Agreement by the below signatory is sufficient and legally binding on CLIENT without the signature of any other Manager, Member, owner or party.

Upon receipt of this fully executed document, ONTECH will be available to schedule Services and will proceed in a manner consistent with both organizations' needs. If this meets with your approval, please return a signed copy of this Hosted Agreement and all applicable Addendums. We look forward to being of service to your organization (CLIENT).

Ontech Systems, Inc.

Signature: _____
Mark P. Dohnal
President
Date: _____

City of Nevada, IA

Signature: _____
Name: _____
Title: _____
Date: _____

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

THIS AGREEMENT, made this 10th day of February, 2025 by and between the **City of Nevada**, the CITY, and **HR GREEN, INC.** (hereafter "COMPANY"), for professional services concerning:
Nevada, IA – Oak Park Estates Trail

HRG Project Number 2502027

The CITY agrees to employ HRG to perform the following services:
Design services for the proposed trail improvements as defined in the Attachment A, Scope of Services.

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

- Lump sum in the amount of _____
- Per current Rate Schedule with a Not to exceed fee of \$30,000 for design of the Oak Park Estates Trail as defined in the attached Scope of Services
- Other as stated here: _____

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

CITY OF NEVADA, IOWA

HR GREEN, INC.



By: _____
Its Mayor
Date _____

By: Stacy E. Woodson, P.E.
Its Vice President
Date 1/31/2025

ATTACHMENT A SCOPE OF SERVICES

The project is described as design, bidding and limited construction phase services for a 10' wide shared-use path (trail) from the termination of an existing trail along the east side of 6th Street just south of Academy Circle, through Oak Park Estates and its existing easements and tying into the trail at the south end of 8th Street, in Nevada, Iowa. The project will be based on the schematic design plan completed in May 2024. The work to be completed by the Consultant under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to perform project management and administration; trail design (grading and paving); bid phase services; and limited construction phase services.

The specific services to be provided are described in the following pages.

I. BACKGROUND

This scope of work involves design and bidding services for the Oak Park Estates Trail project. The scope also includes services such as data collection, construction schedules, and opinion of cost.

The Consultant Team will provide the following services:

HR Green, Inc. (Consultant)

- Project Management and Administration
- Shared Use Path (Trail) Design
- Bid Phase Services

Clapsaddle-Garber Associates, Inc. (CGA)

- Topographic Survey and Base Mapping

II. DETAILED WORK TASKS

Task A – Project Management and Administration

The work tasks to be performed under Project Management and Administration shall consist of the following:

A.1 Development of Project Instructions, Schedule, and Detailed Work Plan

Prepare written instructions for project staff. Provide background, names of contacts, communications procedures, responsibilities, schedule and budget information, and other important elements for the project. Establish a graphic project schedule indicating critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments, by task, corresponding to the schedule.

A.2 Coordination with Project Stakeholders

Maintain communications with City of Nevada (Owner) staff. Meet with the Stakeholders to review progress, discuss specific elements of the project, promote communication between the various entities, and expedite the project development process. Prepare minutes of meetings and prepare action items and keep documentation of other communications.

- One (1) design meeting with the Owner's staff is anticipated in this scope of services. It is assumed two (2) staff members of the Consultant will participate in the meeting. The following Design Meeting is included:
 - Check Plan (95%)
- Other meetings are described under the specific work tasks.

A.3 Project Management

The project manager for the Consultant will be responsible for general coordination with the Owner regarding project activities, meetings, invoicing, and deliverables. This task includes interoffice administration and coordination of the project including periodic interoffice meetings, which will be attended by the project manager and task managers, as well as general day-to-day administrative tasks.

- Prepare meeting minutes and action items.
- Track progress; monitor and maintain monthly project schedules.
- Distribution of plans and coordination of responses.
- Notifications as needed.
- Billing - monthly status reports / billing should include earned value calculations showing percent spent, percent completed and scheduled percent completed.

Task B – Survey and Mapping

The Survey and Mapping will be completed by Clapsaddle-Garber Associates, Inc. Service will include:

B.1 Topographic Survey and Base Mapping Files

Perform topographic surveys required for the development of the project and to provide base mapping. This task includes obtaining field data that is required as design is further refined. Task may include additional detail at tie-in locations. The Sub-Consultant shall provide base mapping with the topographic survey data gathered. Existing easements, as listed in the title certificates, will be identified and delineated on the base mapping. “Blanket” easements (easements described as distances right or left of a utility) will be described by a note giving the total width and owner of the easement.

Task C - Final Design – Check and Final Plan Preparation

Following the completion of preliminary design and plan preparation the Consultant shall subsequently proceed with final design, contract drawings, project manual, and opinion of costs for the proposed improvements. Plan preparation shall conform to the Iowa Statewide Urban Design and Specifications (SUDAS). Final documents will be of sufficient detail to allow for construction with oversight and include:

C.1 Title Sheet (A Sheet)

This item consists of finalizing the title sheet. The title sheet will include the following: Index of Sheets, Index of Standard Road Plans, Mileage Summary, Legend, Location Map, Project Number, Letting Date and Design Designation

C.2 Typical Sections and Details (B sheets)

This item consists of final design and drafting of typical cross sections and typical details to be utilized for the improvements.

C.3 Estimate of Quantities and Tabulations (C Sheets)

This item consists of final bid items to be included in the Project as well as final quantity tabulations and the development of the general notes and estimate reference information. This item also includes the final tabulation of various elements to be provided on the Project.

C.4 Plan and Profile (D Sheets)

This item consists of the final design and drafting of plan and profiles for proposed trail improvements. Includes base mapping, proposed trail alignments, slope intercepts, existing right-of-way/easements, drive entrances, side road intersections, intersecting angles and station equation between mainline and side road reference line will also

be shown. Profiles will show proposed elevations, grades, vertical curve length and "K" value, elevations for PVC, PVI, and PVT.

Assumptions:

- The trail will be a 10' wide HMA path, 6" thick.
- The trail will be constructed within the existing street right-of-way and existing easements.

C.5 Reference Ties & Benchmarks (G sheets)

Plan showing reference ties (including control points) and benchmarks used to develop the project design and to be preserved throughout construction of the project.

C.6 Right-of-Way and Easements (H sheets)

This task consists of the development of existing right-of-way and easement plan sheets. Right-of-Way features such as existing access rights, property ownership and parcel information shall be included.

C.7 Storm Drainage Plan and Profile (M sheets)

This item consists of final design and drafting of the storm sewer plan and profile, including sewer structure types and elevations, and storm sewer pipe sizes, slopes and flow lines.

C.8 Geometric, Staking & Joint Layout (L/S sheets)

This item consists of final design and drafting of the geometric layouts of the trail, as well as, jointing and ADA ramps and compliance tabulations.

C.9 Cross Sections (W sheets)

This item consists of the final design and drafting of individual cross sections for the Project. Cross sections will be designed and drawn at 50-foot maximum intervals, with additional cross sections included as necessary. Cross-sections will show the existing ground elevations as well as the final project grading, including foreslope and backslope information, special subgrade treatment, pavement, and other pertinent information.

C.10 Preparation of Project Manual

The task consists of preparation of a Project Manual for the Project, including Notice of Hearing and Letting, Instruction to bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications.

C.11 Opinion of Probable Cost

Prepare a Final Opinion of Probable Construction Cost. The Opinion of Probable Construction Cost is intended for the use of the Owner in Financing the Project. The cost opinion will be submitted with the Final Plans.

C.12 Field Exam

Consists of the preparation of materials for a field exam, participation in the field exam and reviewing results of the field exam with the Owner. For budget purposes, it is assumed that one (1) staff member of the Consultant will attend the Field Exam.

Task D – Bid Phase Services

The work tasks to be performed under Bid Phase Services shall consist of the following:

D.1 Printing Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes, it is estimated that twenty (20) half-size (11"x17") plan sets and specifications will be duplicated and assembled for distribution.

This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

D.2 Notice of Project

The Consultant shall assist in the preparation of the formal Notice of Hearing and Letting. Publication and costs shall be borne by the Owner. The Consultant shall also prepare and disseminate an informal notice to Contractors concerning the upcoming Project.

D.3 Plan Clarification and Addenda

The Consultant shall be available to answer questions from Contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expand the bidding documents.

D.4 Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulation of bids for the Owner, shall advise the Owner on the responsiveness of the bidders, and assist the Owner in making the award of contract. After the awards are made, the Consultant shall provide the necessary contract documents to the Contractor for their completion.

Task E – Construction Phase Services

The work tasks to be performed under Construction Phase Services shall consist of the following

E.1 Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting in Nevada, IA after award of construction contract for the Owner's Contractor, subcontractors, utility companies, and other interested parties. The Consultant will also prepare meeting minutes and distribute to attendees. It is assumed two (2) staff members of the Consultant will participate in the meeting.

E.2 Project Submittal Reviews

The Consultant shall review acceptability of the Contractor's submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by law, rules, regulations, ordinances, codes, orders or the Plans.

E.3 Site Visits

The Senior Staff of the Consultant shall make visits to the site and at intervals appropriate to the various stages of construction as requested by the City. It is estimated that one (1) site visit will be required involving one (1) senior staff member for this effort.

Such visits by the Senior Staff of the Consultant are not to be construed as part of the observation duties by the City's on-site observation personnel.

E.4 Partial Pay Estimates

The Consultant will review pay request documents submitted by the contractor. The Consultant will verify with the City's construction observation personnel the accuracy of the request. The Consultant will determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the Client, based on such observation and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plan and Specifications. In the case of unit-price work, the recommendations of payment will include determinations of the quantities and classifications of such work.

E.5 Plan Interpretation/Extra Work Orders

The Consultant shall issue necessary interpretations and clarifications of the Plans and in connection therewith, prepare extra work orders as required.

E.6 As-Built Plans/Record Drawings

The Consultant will submit as-built plans in electronic PDF format, redlined with actual contract quantities used and locations placed.

III. PROJECT SCHEDULE

After given the Notice to Proceed (NTP), the Consultant shall complete the following phases of the Project in accordance with the schedule shown:

Final Design – Check Plans (95%) to Owner	Seven (7) weeks from NTP
Owner Review Period	Eight (8) weeks from NTP
Final Design – Final Plans (100%) to Owner	Twelve (12) weeks from NTP
Letting Phase	Sixteen (16) weeks from NTP
Begin Construction Period Services	Eighteen (18) weeks from NTP
End Construction Period Services (Approx.)	Thirty-Four (34) weeks from NTP

The schedule assumes timely review of submittals by the Owner.

The completion of the project is subject to the review and approval process of agencies beyond the control of the Consultant. The completion of the project is also subject to influence from the public and political processes. Therefore, completion of the project may occur earlier or later than the schedule shown herein. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

IV. ADDITIONAL SERVICES

Additional Services are **not** included in this Agreement. If authorized under a separate Supplemental Agreement, the Consultant shall furnish or obtain from others the following services:

- Revisions of the design, drawings, and specifications result from changes in the general scope, extent, or character of the project including but not limited to, changes in size, complexity, CITY's schedule, character of construction, or method of financing.
- Resident engineering services including on-site observation of the construction
- Final Inspection

- Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or other in connection with the work.
- Real Estate Services (e.g. title searches, appraisals, appraisal reviews, negotiations, acquisitions and closings).
- Development of Permanent or Temporary Acquisition Documents for Right-of-Way or Easement needs.
- Eminent Domain/Condemnation Services.
- Hazardous Materials Investigations and Testing.
- Soil Management/Mitigation Plans.
- Water and/or Sanitary Sewer Improvements Study, Design and Plan Preparation.
- Private Utility Relocation Design and Plan Preparation.
- Funding Procurement Services (e.g. Special Assessment Schedules and Services).
- Environmental Assessments
- Costs associated with project delays/scope changes outside the control of the Consultant.
- Construction Survey

V. CITY RESPONSIBILITIES

The CITY will provide the following:

- Provide daily resident construction observation
- Provide final inspection

ORDINANCE NO. 1066 (2024/2025)

AN ORDINANCE AMENDING CHAPTER 69 (PARKING REGULATIONS)
OF THE CITY CODE TO ADD SNOW AND ICE EMERGENCIES

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

SECTION 1. SECTION MODIFIED. Chapter 69 (Parking Regulations), Section 69.14 (Snow Emergencies) is amended by inserting the following bolded and highlighted language:

69.14 SNOW AND/OR ICE EMERGENCY.

A snow **and/or ice** emergency shall be in force for the purpose of implementing procedures pertaining to the location, citing, or removal of vehicles parked on City streets and parking lots that would otherwise impede the progress of snow removal within the City.

1. Definition. A snow emergency is defined as any accumulation of snow one (1) inch or more; it shall not require a public declaration or announcement by the City. **An ice emergency is defined as an accumulation of ice one tenth (0.1) inch or more; it shall not require a public declaration or announcement by the City.**
2. Notifications. Signs shall be erected at the main entrances to the City and entrances to all city parking lots notifying the public that parking restrictions are in effect between October 1 and May 31. This may also be posted on the city social media page and posted on the city website during the months of October through May.
3. All Parking Prohibited. During the time that a snow/**ice** emergency is in force, no person shall park, abandon or leave unattended any vehicle on any public street, alley, or City-owned off-street parking area from the time there has been an accumulation of one (1) inch of snow **or one-tenth (0.1) inch of ice** until 48 hours have passed or the snow/**ice** has ceased to fall **and/or accumulate** and has been removed, **treated**, or plowed from the street, alley or parking area.
4. Duty to Remove. During the time that a snow/**ice** emergency is in force, it shall be the duty of all persons who are the registered owners of vehicles parked on the City streets or in City parking lots, as well as the duty of any person who has parked a vehicle on a City street or in a City parking lot, to immediately remove such vehicle from the street or parking lot within one-half hour from the time that the snow/**ice** emergency becomes effective. For purposes of this section, the phrase "vehicle parked on a City street or in a City parking lot" or similar words includes vehicles that have become stuck, snowbound or otherwise disabled on any public streets or parking lots.
5. Issuance of Parking Citation Issuance and Towing of Improperly Parked Vehicles. Vehicles found to be parked in violation of this section may be cited for the violation and, to obviate the safety hazards occasioned by incomplete snow/**ice** removal, be summarily towed on orders of a police officer to some location where the vehicle may be lawfully parked or to the towing firm's vehicle storage lot. All costs of such towing, parking citation, and any subsequent storage shall be assessed against and paid by the operator or registered owner of the vehicle. The officer ordering the towing shall keep a record of each vehicle towed, the place where it was taken and by whom. Such action by the City shall not excuse the owner or operator of the towed vehicle from any of the provisions of subsections 3 and 4 hereof.
6. Redemption of Vehicles. In the event a vehicle is impounded, it may be reclaimed by the registered owner or lien holder of record by payment of the parking citation as well as of

all towing and any subsequent storage costs within ten (10) days of the initial impoundment. If not reclaimed within the initial ten (10) days, the provisions of Chapter 80 of the City Code shall govern the redemption of the vehicle. In the event a vehicle is moved to another location pursuant to subsection 4 above, the registered owner of the vehicle shall be liable to the City for the reasonable expenses incurred in towing and relocating the vehicle and shall pay the same to the City within fifteen (15) days after a statement from the City is mailed to the registered owner at the address on the current registration form as shown on the records of the County Treasurer.

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 1st Reading on this ___ day of February, 2025.
Passed and approved 2nd Reading on this ___ day of February, 2025.
Passed and approved 3rd and Final Reading on this ___ day of March, 2025. Enacted upon publication

Brian Hanson, Mayor

ATTEST:

Kerin Wright, City Clerk

City Administrators Report **January 21-February 6, 2025**

Pizza Pie Looza

We will announce the artists for the 2025 PPL event on Friday at 7:30 a.m. at the Sports Bowl. Please feel free to drop by if you have time in the morning. For the fourth year of the event, we will have another good show. We are also planning on having more vendors to choose from.

Water Quality, Temperature, and Treatment Plant Optimization

Participated in a discussion on optimizing testing for treatment plants and how temperature and quality affect testing. It was very informative and they shared how their program can help identify some of these underlying issues. Our plant is considered the old way of doing things, but it works just as well; I do not see a point in switching anything over. The majority of labs in Iowa utilize the same type of testing we do.

Priority Envelope

Had a meeting with Priority Envelope about their waste and what is discharged to the city. Priority and the City received a letter from DNR informing them of needing a TA. The main concern we have are the inks we receive and whether or not our new disinfection can process it. I have asked HrGreen to look into this and find information if it will be a problem as we were told it could be. Priority has been working with us to find a solution so they can be good stewards of the city. I spoke with the plant manager on Monday and he mentioned they were looking into getting a large tank to have all their inks sent to, this would then mix everything so we wouldn't be seeing any other color besides grey. It will all come down to how opaque the ink is for the water meaning how clear it is as there needs to be transparency for the UV to clean.

WHKS

Met with WHKS to get more clarification on releasing the rest of the funds to the contractor for F and G Avenue. Our concern was for them not to come back in the spring to fix and finalize some of the issues we saw. We were curious on the bond amount and if that would hold them to the fire if we needed to go that route, we found out the bond is pretty high which is a good thing for us and decided to release all but the seeding amount which is what we need them to come back and do for certain areas.

Verbio

I heard back about the iron removal from Verbio, unfortunately, their tests came back showing our iron was not strong enough for them to use but Greg also mentioned that didn't make sense since we remove a lot of iron. I have asked Shawn to provide some of our test results to them so they can compare and contrast. Hopefully, those show better results so we can do this.

Windmill

I recently spoke with Joe (Windmill Owner), Sandia Labs are working their way up to Nevada to move things out sometime in February, is what he said. I will let you know if anything changes, but it will be nice to see it gone before spring starts.

CDBG

This has been submitted, I hope this to be a successful transition, I am not sure when we will find out. but it has been submitted.

Trail Connection

Tim and I met with Brandon to review this and go over the next steps. As mentioned before, we did receive a grant so this should offset a good portion of the cost. It is in an area with many trees and elevation changes which is an added cost. This will require a retaining wall and possibly a

railing to prevent anyone from going off the sides. I have asked him to look at a few different options potentially saving us a little money on the project. You will be seeing the contract with HRGreen on the council agenda for Monday evening.

Splashpad

We had another meeting on the 15th. This was more of a conceptual meeting to review different concepts and features. I believe JEO has a good idea on what we are looking for so the next meeting should give us more detail on what it will cost and also how this will look.

Well

There were some issues with installing the well, some of the pipes were damaged but the company is working on getting everything fixed. I am not sure how long this will take but will still be done prior to the lift station.

Andy's Armory

A new business downtown, the ribbon cutting was last month. It is a good addition to our Mainstreet.

Wall That Heals

We have had a couple of meetings for The Wall That Heals the date is August 5th-10th. This is a replica of the Vietnam Wall in D.C. We have been meeting monthly and have a good group that is very proactive. There will be a large need for volunteers as they require around-the-clock watch. Very exciting for the community.

Budget Review

We will be having a budget workshop after the regular meeting on Monday. Kerin has been doing a great job working on getting this wrapped up

Monthly Meetings

Design

Foundation

PPL

Rotary



STAFF MEETING AGENDA

February 3, 2025

A. Old Business

- a. City Administrator
 - i. Design Committee
 - ii. PPL
 - iii. 51 Acres
 - iv. City Software
 - v. Splashpad
 - vi. Trail
 - vii. Capstone
 - viii. Trailside-Elite
 - ix. WWTP



MEMO

To: Nevada Mayor and City Council

From: Brandon L. Mickelson, PE

Subject: Monthly Project Update from HR Green, January 2025

Date: February 5, 2025

On-Call Engineering Services – 40100100

HR Green provided the following on-call services:

- Attended City Council meetings.
- Provide Airport Road Plat 5, Lot 3 documents.

US 30/580th Interchange Well Water Main Relocation Project – 2302726

This project consists of the relocation of Nevada's 16" Well Water Main in the vicinity of the new US 30/580th Avenue Interchange from the intersection of US 30 and Sand Hill Trail east to 580th Avenue and then north along the existing 580th Avenue right-of-way to the north end of the interchange project. The Iowa DOT will be responsible for all costs associated with this project, including construction, design, and construction phase services.

The project is complete. HRG is currently coordinating project closeout procedures including providing documentation required by the DOT. Reimbursement will occur once project closeout is complete.

Sponsored Projects - 191900

Nevada Sponsored Project Final Design – 191900.03

- Three 3 bid packages are waiting for final regulatory approvals.
 - Project A – West Indian Creek (Lincoln Way to E Ave)
 - Project B – Tributary to West Indian Creek
 - Projects ABC – Vegetation Contract
- Project C – Harrington Park construction is nearly complete.
- Permit Applications are under active review – Projects A and B only
 - USACE permit issued
 - DNR floodplain permit comments also being addressed (DNR is awaiting a long-term maintenance agreement signed by the City)
- Next steps
 - Final permits to be received (Projects A, B, and vegetation contract)
 - Projects A and B will be bid
 - Harrington Park (Project C) sewer and water services will be restored to the restroom on the east side of the park in the spring
 - Vegetation contract will be bid

GIS Services – 181696

- On-Going GIS Maintenance on GIS Server and Online Web Maps and Web Applications.
- QC is being performed on South Glen Sub. and Oak Park Estates utilities that have been entered into GIS. Once QC is done, an email will be sent stating that this has been completed.

Wastewater Treatment Facility – 160473

- Phase 1, Site Preparation:
 - Work was completed as of 5/14/21.
- Phase 2, WWTF Plant:
 - Held construction progress meeting with WBCI on 1/15.
 - Next construction progress meeting is scheduled for 2/26.
 - On 5/21, a tornado impacted the WWTF site causing damage to multiple buildings and the site. WBCI has contacted their insurance carrier and adjusters were on-site on 5/29. HRG has been coordinating with WBCI regarding next steps and WBCI will be providing updates when available. WBCI is still "in-control" of the site and claim(s) would be made against the Builder's Risk insurance policy. Temporary roofing repairs and temporary Admin Building garage doors were installed by WBCI on 5/23. WBCI has not provided an updated project schedule showing impacts from the tornado damage. WBCI is expecting final report on damages from their insurance carrier very soon; Insurance adjusters report on building damage was received on 7/24/24; Engineer's report on the structural inspection for insurance claim was received on 8/27/24; As of 1/15, most tornado damages have been repaired with few remaining items to be completed by month's end.
 - Current work items underway includes: Tornado damage, various "cleanup" work throughout all buildings and site. Private well startup experienced issues with pressure switch that will need investigated; HRG coordinated with well contractor and others to discuss issue and issued a field order for corrective action to resolve and complete well startup; subsequent flushing/disinfection of the potable water piping throughout the facility to follow.
 - HRG completed preliminary electrical and controls walkthroughs on 4/23 & 4/24; completed preliminary mechanical walkthrough on 5/2; completed site, process, structural/architectural walkthroughs on 9/13, 9/20 & 9/25.
 - Progress schedule shows project is behind schedule to meet updated contract completion date; however, delays with Phase 3 completion will result in the inability to complete process startups and place the facility into operation until Spring 2025 assuming Phase 3 meets its scheduled startup date (see below).
 - WBCI submitted a request for Substantial Completion on 7/23/24; after considerable discussion HRG recommended denial of the request based on the work not being considered Substantially Complete and ready for its intended use due to the tornado damages and the related outstanding claim; HRG was informed that the City's insurance carrier would not provide property insurance for the facility until the tornado damages and claim have been settled; The City and HRG discussed and decided to provide lists of observed outstanding items (not an official punchlist), formal written verification related to the assessment of liquidated damages for the work completed prior to the tornado event, and a schedule for plant startup based on Phase 3 progress schedule.
 - Build out of the WWTF well was approved via CO #5 on 8/12; work started the week of 11/25
- Phase 3, Lift Station:
 - Held construction progress meeting with Boomerang on 1/15.
 - Next construction progress meeting is scheduled for 2/26.
 - Work performed this period includes:
 - Miscellaneous electrical install

- Pump pedestal installation
- Set pump motors
- Miscellaneous plumbing and HVAC installation
- Process piping and pipe support installation
- Surge tank anchoring preparation
- VFD preliminary checks
- Complete interior wall rub
- Wall pour issues update:
 - Major wall pour completed on 10/4. HRG is working with Boomerang for remedy on defective work from wall pour. Boomerang's subconsultant (Terracon) has completed wall scanning effort and provided a summary report regarding voids (visual and subsurface). Additional issues with concrete cover over reinforcement was noted in Terracon report. HRG formally responded with comments on the Terracon report and requested Boomerang to provide formal response regarding plan to remedy and impact to schedule. Boomerang has hired a third-party structural engineer (Shuck-Britson) to assist them with further investigation and development of remedies to the defective work. Boomerang and their third-party structural engineer completed an on-site review/investigation on 2/13. They developed preliminary proposed remedies and submitted to HRG for review on 2/21. HRG review proposed remedies and provided feedback on 3/2. Boomerang submitted updated final proposed remedies on 3/27. HRG reviewed the updated remedies, met with City staff to review and discuss our recommendations on 3/28, and formally responded to Boomerang on 4/4. Decision and response to Boomerang is to allow commencing with proposed remedies with conditions to retain Shuck-Britson to assist with repair and providing a 10-year warranty bond on all repairs. Both conditions would be at no cost to the City. Boomerang's formal response accepting the City's conditions was received on 4/26; however no preliminary schedule to complete repairs accompanied their response. Boomerang has continued working on wall repairs within the screen room and screen room stairwell areas (interior and exterior); most repairs to the lower walls are complete. Boomerang and Shuck-Britson were on-site 2/26 to review wall patches that appeared to be "defective"; Boomerang completed rework of numerous patches under the direction/observation of Shuck-Britson; wall repairs are complete
 - HRG is tracking labor effort related to defective wall pour activities separately from other construction administration/observation efforts so there is a record of related engineering costs to withhold/offset from project payment to Boomerang.
- Upper Wall & ground floor slab pour issues update:
 - HRG completed site visit for full observation of upper wall and ground floor slab pour on 9/28/23; HRG issued formal notice of defective work to Boomerang on 9/29/23; Boomerang has been completing wall repairs following the same repair procedures as the lower wall repairs; Boomerang developed and submitted a repair plan for the suspended slab and upper walls on 11/22/23 with additional information submitted on 11/28/23; HRG reviewed the repair plan and return comments/questions to Boomerang on 12/4/23 for further clarification; Boomerang responded to HRG's comments/questions on 12/15; Conference call with HRG, Boomerang, SBI, and City was held on 12/22 to further discuss repair proposal; City gave final direction for approval of repair proposal and HRG issued formal notice to Boomerang on 12/26; Boomerang has scheduled a meeting with City and HRG on Jan. 2nd to discuss City's condition of approval to provide a 10-year warranty on repair work; Boomerang and Shuck-Britson were on-site 2/26 to review wall patches that appeared to be "defective"; Boomerang completed rework of numerous patches under the direction/observation of Shuck-Britson;

- Boomerang has removed and reset all floor hatches in the Service Area to correct per plan elevation. Boomerang has ground the floor slab to the correct plan elevation; HRG and City staff noted three minor wall patching issues in the screen room and notified Boomerang to address on 6/19; Boomerang has reset and repaired the slab around the last floor hatch in the Service Area as of 8/2; HRG observed wall rub in lower Screen Room on 8/21 and finds the workmanship/quality to be unsatisfactory, HRG notified Boomerang of findings and requested the work be corrected; Boomerang completed repairs to non-conforming overhead door and walk door floor embeds per Shuck-Britson's repair plans; Boomerang applied/install flooring system to address ground level slab flatness/levelness defective work in November but issues still remain to be resolved; onsite meeting held 12/4/24 with Boomerang, Shuck-Britson, and subcontractors to review ground level slab flatness/levelness issues and develop additional repair plan for areas of concern; As of 12/18/24, Boomerang has nearly completed correction to lower Screen Room wall rub; on 1/28/25 HRG noted significant cracking in one of the wall patches on the east wall of the pumphouse stairwell, documented with photos and notified Boomerang and requested Shuck-Britson be contacted to provide direction for repair; Shuck-Britson gave Boomerang direction to remove and replace the cracked wall patch found on 1/28/25 and Boomerang began repair on 1/30/25
- HRG is tracking labor effort related to defective upper wall & ground floor slab pour activities separately from other construction administration/observation efforts so there is a record of related engineering costs to withhold/offset from project payment to Boomerang.
 - Boomerang forwarded "as-built" drawings of the lower and upper wall/ground level slab repairs from Shuck-Britson on 1/21/25; HRG to do a superficial review to determine if these documents include all repair areas that HRG has previously noted
- Boomerang's systems integrator subconsultant (Jetco) informed all parties at the 10/18/23 progress meeting about a new significant delay related to delivery of the project's electrical gear (Motor Control Centers). The systems integrator has presented an alternative electrical gear arrangement as a means to mitigate this issue. HRG evaluated this alternative, impacts to the project schedule, and cost impacts and presented this information to City staff in a virtual meeting on 11/16/23; City staff decided to reject the proposed substitution; Boomerang was formally notified of this decision on 11/17/23 and an updated progress schedule was requested; On 12/13 Jetco provided an updated MCC delivery ship date of 6/21/24 from the factory; Boomerang provided an updated construction progress schedule at the 4/24 progress meeting showing MCC delivery on-site at 6/28/24; MCC was delivered on-site on 7/23/24; As of 12/18, an on-site review of progress will be done with Jetco the week of 1/6/24 to determine schedule for controls/VFD startup schedule
 - Boomerang was investigating if a temporary bypass pumping arrangement is an option to allow startup of Phase 2 work until Phase 3 is operational. On 10/24/23 HRG, Boomerang, and City staff discussed a temporary bypass pumping arrangement in detail and the general outcome of the discussion was this is not a feasible option due to multiple different factors
 - Based on HRG's observations, the last received progress schedule (12/18/24), Boomerang appears to be at least 21 months behind schedule to meet the current contract substantial completion milestone/date (June 9, 2023) based on a lift station startup date of 4/1/25. The current construction progress schedule includes the project's final completion milestone/date; however, HRG would estimate the work being fully complete no earlier than the end of April 2025 (original: September 30, 2023).
- Phase 4, Force Main and Trunk Sewer:

- The project was declared Substantially Complete as of 4/12/24.
- Future construction progress meetings will be scheduled on an “as-needed” basis until the project is fully complete.
- Abandonment of existing 8” gravity sewer is complete less the final ~300’ due to potential service line connection conflict which is being investigated. There is apparently an active service line connection from the condo units on the south side of Highway 30 that are preventing this sewer line to be completely removed. The City will need to work with the property owner(s) to relocate their sewer service connection to another part of the collection system as the 8-inch gravity sewer in the Highway 30 right-of-way will ultimately need to be removed completely.
- Fiber optic cabling installation work commenced the week of 12/4/23 with reinstallation of damaged/destroyed conduit and handholes within the IDOT S14 project work area followed by aerial fiber optic cable installation. Note that end connections cannot be completed until Phases 2 & 3 will allow. The City will need to determine how/if to assess the IDOT for reinstallation of fiber optic conduit and handholes damaged as part of the IDOT S14 project by the IDOT’s contractor. End connections and fiber optic cable installation is anticipated to begin once associated conduit and handholes on Phase 3 are installed (Phase 2 is ready).
- On 10/10/24 the fiber optic subcontractor expressed concerns with some clearance heights above driveways/field accesses/roadways on the aerial portion of the fiber optic cable route. HRG has taken field measurements to check clearances and is coordinating with all parties to provide required clearance heights, if needed.

2024 Street Improvements, Division 1, Street Reconstruction – 2303452

- Construction is substantially complete. Final grading/seeding/restoration will need to take place in the spring due to weather/temperatures/seeding windows.
- Frequent rainfall early in the construction season, when a majority of the work was underground slowed project progress. The stretch of dry weather in late summer/early fall allowed Con-Struct to make good progress to catch back up and substantially complete the project in 2024.

North Well Field Exploration - 2303590

- HR Green submitted Draft Report for the project to City staff to review.
- Next steps are to schedule a review meeting, receive feedback to incorporate, and finalize the report. The Report could be submitted to Iowa DNR for review as the basis for future raw water improvements (as needed).

19th Street Trail – 2402192

- This project consists of a 10’ wide trail along 19th Street from South G Ave to Lincoln Highway.
- Division 1 work (earthwork/utilities) is complete. Division 2 (paving) is substantially complete. The remaining final grading/seeding will need to take place in the spring of 2025 when weather allows.

Oak Park Estates Trail from 6th Street to 8th Street – 2502027

- The design and construction phase services contract is on the 2/10/25 council agenda for approval.
- After approval, survey will begin as soon as possible (weather dependent), with design to follow. The goal is to complete design to be able to bid the project in mid-2025, with construction to be complete by the end of 2025.



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

To: Mayor and City Council
From: Chris Brandes, Public Safety Director/Chief of Police
Date: Tuesday, February 4, 2025
Ref: Report for City Council Meeting for Monday, February 10, 2025

Staffing

Officer Meyer and Officer Morpew are scheduled to graduate from ILEA on April 25, 2025.

We are still interviewing candidates for the remaining positions. The intent is to fill our staffing needs and develop a list of interested applicants for future consideration.

Activity

The police department has either responded to or self-initiated 377 calls for service in the month of January.

Highest number of calls listed below:

Traffic Stops: 120
General Info: 30
Medical Assists: 27
Animal Call: 25
Suspicious Person: 20
Welfare Checks: 13
Reckless Driver: 10
Civil Dispute: 9

Respectfully submitted,

Chris Brandes
Public Safety Director
Chief of Police



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

TO: Chris Brandes, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: February 3, 2025

REF: Activity report for Trustees, City Council and Honorable Mayor.

Calls to date in 2025: 55
 Calls to date same time last year (2024): 74

Fires for January 2025: 2
 EMS for January 2025: 36
 Good intent for January 2025: 16
 Community events for January 2025: 1

Current roster number of members: 42

Membership

Maggie Melton and Sadie Backoff both resigned from their inactive position. They both moved out of the area and decided to resign. Nicole Britten also moved away but is the only one on the inactive roster. She will come back for major fire department events and planned activities of the department to help out. Inactive members are not paid a stipend and do not impact our fire budget.

Arlene Santiago is undergoing on-boarding as a support operations person (Rehab technician). She currently moved to Nevada and works in West Des Moines repairing jet engine fuel injectors for the military through Rockwell Collins.

IMWCA Policy Updates

The fire department is undergoing policy updates to our SOG's. Recently IMWCA pushed out a number of documentation requirements for fire departments including mandated physicals, rosters with documented dates and times of certain courses, respiratory protection program. NFD is already meeting these requirements but we are modifying our policies.

Executive Fire Officer (EFO) Program

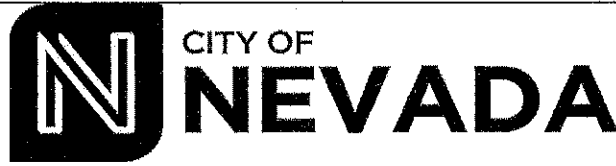
I completed the EFO phase 2 course on Feb. 1, 2025. Executive Fire Officer is an elite program for fire command officers to achieve. There are currently 118 people this year out of 700 applications selected to

attend at the National Fire Academy. The two year program included Executive Leadership - Self, Executive Leadership – Community, Executive Leadership – Community, and a 6 month long capstone research paper. The fire service is made of 1.2 million firefighters. There have only been 5,000 people invited to participate in EFO. That is .04% of the U.S. fire service. It is similar to the police executive Staff and Command course at Northwestern for police executive. However, the selection process on the fire side is much more selective and competitive. Phase III will be 6 days in June 2025 followed by the capstone. I am conducting my research on home oxygen therapy fires and how a change to U.S. policy could reduce fire deaths in the United States by 15%.

DNR Grant

NFD was selected to receive the US Forest Service Grant for \$2,200. This will allow us to purchase 7 wildland fire/rescue suits and to purchase a drip torch for use during prescribed controlled burns. Incidentally, the February safety training for city workers will be on prescribed wildland burns. Iowa DNR Fire Specialist Ryan Schlater will provide education to public works staff on conducting wildland burns in a safe manner. The city burns wild prairie in our parks, water plant, wastewater plant, and water well fields.

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



Kerin Wright
City Clerk
Phone: (515) 382-5466
Fax: (515) 877-4502
kwright@cityofnevadaiaowa.org

February 6, 2025

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

On the agenda is a resolution approving the contract with Civic Systems. We have left the actual contract out of the packet until both attorneys have approved some minor changes that Erin Clanton is recommending. We hope to have this completed by Monday night so council can approve the contract and get in Civic Systems schedule. They are approximately 10 months out for conversion and we must be switched off gWorks by December 31, 2025. We will send out what we have on Friday so you can at least view the majority of it over the weekend.

FY2025/2026 Budget: Staff worked very hard to review their revenue and expenses to provide a balanced budget. I would like to commend our staff! They do an excellent job of preparing their budgets and not over inflating their numbers. The increases we are seeing across the board with rising costs in electricity, repairs, chemicals, property insurance, equipment purchases and additional city infrastructure, just to name a few, make balancing the budget difficult when we are limited to the amount of growth we can capture.

During our FY2023/2024 State Audit they found a finding regarding interest on our various Funds. Iowa Code Section 12C.7 states interest earned shall be credited to the general fund with a few exceptions. There are very few exceptions that don't go to the general fund. They agreed to not make it a finding this year because we have been doing it to all funds for a very long time, but we are to get it corrected. We are making that change moving forward. As we move to different software one of our goals is to review all our accounts and see if we can downsize the number we currently have.

Kerin Wright
City Clerk/Finance Director

The Nevada Street Dept has been working on the following

- ❖ Vehicle maintenance
- ❖ Locates
- ❖ Patching holes
- ❖ Assisted other Departments as needed
- ❖ Graded gravel roads
- ❖ Took down Holiday décor
- ❖ Jetting sewers
- ❖ Camera sanitary sewers
- ❖ Put rock down on Maple AVE

February 10th, 2025 Council Meeting

To: Mayor, City Council and Administrator

From: Shawn Ludwig, Water Superintendent

Water Department Council Report

- Busy with Plant maintenance
- Reading meters.
- Fixed leak at 13th and Lincolnway.
- Sent for bids on Well #6 rehab.
- Finished yearly Water Use report for DNR.
- Doing touch up paint in the plant on rusty bolts and pipes.

February 10th / 2025

Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift station, and remote flow basin.
- Replaced lift station alarm back up battery
- Pulled lift station pump #2 to check for obstruction in pump. Pump was running a little longer and making noise. No obstruction found in the pump.
- Working on pricing for new plant lab equipment as well as office furniture and shelving for spare parts and maintenance equipment and materials



February - 2025

To: Mayor Hanson & Nevada City Council
City Administrator, Jordan Cook

From: Tim Hansen, Director of Parks and Recreation

Re: Monthly Information Report

- Field House:
 - Turf repair has been completed. Seems to be working well.
 - We had our 12 month walk through of the Field House with Jeff Harris, RMH, and Harold Pike Construction. A small list was created and items will be addressed and noted.
- SRF Sponsored Projects: HRG is in the final phase of permit approval with the DNR for the West Indian Creek and tributary projects. Once the permit is received, they will put the finishing touches on the plans so the project can go to bid. This should be in the very near future.
- Splash Pad Project: We had our second meeting a few weeks ago, and JEO is now working on revising a concept for the project.
- Oak Park Estates trail project: Met with HRG to work through project time line and details.
- Planning meeting on Wednesday, February 12th, for the Wall That Heals.
- Certified Pool and Spa Operator training on February 10th.
- We are advertising for 2025 spring and summer staff.
- Tree removal.
- Continuing education for staff.
- Staff, City Council, Safety, and Nevada Foundation meetings.

If you have any questions, please feel free to contact me at 382-4352 (Office), 291-0747 (Cell), or by email at thansen@cityofnevadaaiowa.org.

For: February 10th, 2025 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Emily Holm, Interim Library Director

Nevada Public Library Council Report

- Our search continues for the next Director of the NPL. The Nevada Public Library Board has decided to bring 2 candidates in for an in-person interview with Board and staff members. We will meet with these candidates during the week of February 10th-14th. Following those interviews, we will decide what our next steps will be.
- Our new water bottle filler/drinking fountain has been installed. Thank you to the Friends of the Nevada Public Library for their help on this project.
- Fundraising for our Summer Reading Program 2025 is well underway and planning is going well. We're excited for all of the fun things that Dylan and Nicole are getting lined up for the summer!
- The Board has approved to have their February meeting on Tuesday, February 18th at 5 pm in the Nevada Public Library Meeting Room.

LIBRARY BOARD OF TRUSTEES MONDAY, JANUARY 13, 2025, 5:00 P.M.

Chairperson Allison Severson presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, January 13, 2025 at 5:05 p.m. at the Nevada City Hall, 1209 6th Street, 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: Emma Cassabaum, Emily Fulton, Priscilla Gammon, and Allison Severson. Absent: Tim McLaughlin, Thresa Presley, and James Woodard (arrived at 5:17 p.m.).

Others in attendance were Interim Library Director Emily Holm, Donna Mosinski, Trevor Nusbaum, Cason Sorenson, and Leo Carsrud.

Motion by Board Member Emily Fulton, seconded by Board Member Emma Cassabaum, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: Fulton, Cassabaum, Gammon, and Severson. Nays: None. Chairperson Allison Severson declared the motion carried.

Trevor Nusbaum spoke to the board about his Eagle Scout project for Paton Park.

Cason Severson and Leo Carsrud introduced themselves and were in attendance to receive their merit badge.

Motion by Board Member Emma Cassabaum, seconded by Board Member Emily Fulton, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the December 16, 2024 regular meeting
- (2) Approve January 2025 **claims** totaling \$11,245.70 (see attached list)
- (3) Accept and place on file the Director's **memo** dated January 10, 2025
- (4) Accept and place on file December 2024 financial report

The roll being called, the following named board members voted. Ayes: Cassabaum, Fulton, Gammon, and Severson. Nays: None. Chairperson Allison Severson declared the motion carried.

James Woodard arrived at 5:17 p.m.

Emily Holm requested a change in the open hours of the library that is in the Holidays and Closures Policy. The board asked for more information to make that decision.

The board decided to repost for the Library Director position. Allison will be in contact with Emily Holm to get the postings updated.

Interim Library Director Emily Holm reported on:

- Staff found out that there was a outside door that did not alarm when opened. They will be calling the alarm company to check the doors.
- Staff is beginning to the Summer 2025 program planning.
- There will be tax preparation help at the library again this year.

The next meeting will be held in the Library Meeting Room at 5:00 p.m. Tuesday, February 18, 2025.

There being no further business to come before the Board, it was moved by Board Member Emma Cassabaum, seconded by Board Member Priscilla Gammon, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Cassabaum, Gammon, Severson, Woodard, and Fulton. Nays: None. Chairperson Allison Severson declared the motion carried. At 5:49 p.m. she adjourned the meeting.

ATTEST:

Priscilla Gammon, Secretary

Allison Severson, Chairperson