



COPY

AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
TUESDAY, MAY 27, 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. **Tuesday, May 27, 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 May 12, 2025
 - B. Approve Payment of Cash Disbursements, including Check Numbers 88297-88377 and Electronic Numbers 1918-1934 (Inclusive) Totaling \$5,079,070.35 (See attached list)
 - C. Approve Financial Reports for Month of April, 2025
 - D. Approve Tax Abatement
 1. Permit #BP2024-0047, 1103 Nevada Street, New Home
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. 2024 Street Improvements Project
 - a. Resolution No. 090 (2024/2025): A Resolution Accepting the 2024 Street Improvements Project as Complete
 - b. Approve Pay Request No. 11 in the amount of \$108,202.19, this includes release of retainage for payment in 30 days
- B. Approve Pay Request No. 19 for WWTF Improvements – Phase 4 from On Track Construction, LLC in the amount of \$101,436.11
- C. Approve Pay Request No. 5 from Con-Struct, Inc. for the SRF Sponsored Project, Harrington Park in the amount of \$74,717.50
- D. Approve Recommendation for Harrington Park Permanent Vegetation Establishment, SRF Sponsored Project D
- E. Resolution No. 091 (2024/2025): A Resolution Approving Nevada DTR Façade Improvement Project (CDBG) Agreement Between City of Nevada, Iowa and Curtis Architecture & Design PC
- F. Ordinance No. 1067 (2024/2025): An Ordinance Amending Chapter 62 (General Traffic Regulations) of the City Code to Prohibit the use of Engine, Compression, Air Brakes within the City Limits of Nevada

7. NEW BUSINESS

- A. Ordinance No. 1068 (2024/2025): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code to Simplify No Parking in City Limits, first reading
- B. Resolution No. 092 (2024/2025): A Resolution Accepting Major Subdivision Final Plat for Northview Plat 1, Nevada, Story County, Iowa
- C. Resolution No. 093 (2024/2025): A Resolution in Support of Workforce Housing Tax Credit Incentive Application for Submission to the Iowa Economic Development Authority (IEDA) for a Housing Project by Oakpark Properties, LC in Nevada, Iowa
- D. Resolution No. 094 (2024/2025): A Resolution in Support of Workforce Housing Tax, Credit Incentive Application for Submission to the Iowa Economic Development Authority (IEDA) for a Housing Project by Sierra Heights, LLC in Nevada, Iowa
- E. Sierra Heights Condominiums
 - a. Resolution No. 095 (2024/2025): A Resolution Accepting Major Subdivision Preliminary Plat for Sierra Heights Condominiums, Nevada, Story County, Iowa
 - b. Resolution No. 096 (2024/2025): Resolution Authorizing Economic Development Grant Agreement with Sierra Heights, L.L.C. and Nevada Dev, LLC and Authorizing Agreement for Private Development with Sierra Heights, L.L.C.

F. Resolution No. 097 (2024/2025): A Resolution Approving Master Services Agreement and Scope of Work No. 1 & 2 between Utility Service Co., Inc., and City of Nevada, Iowa, for the Comprehensive Care and Maintenance of Water Towers, the Clearwell, and Ground Storage Tank

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

9. ADJOURN

The agenda was posted on the official bulletin board on May 22, 2025, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2024-2025\2025-05-27.DOC



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
TUESDAY, MAY 27, 2025 – 6:00 P.M.

6. OLD BUSINESS

- A. 2024 Street Improvements Project
 - a. Resolution No. 090 (2024/2025): A Resolution Accepting the 2024 Street Improvements Project as Complete
 - b. Approve Pay Request No. 11 in the amount of \$108,202.19, this includes release of retainage for payment in 30 days.

Enclosed you shall find the resolution of acceptance as well as the engineer's recommendation, certificate, and pay request for the release of retainage.
- B. Approve Pay Request No. 19 for WWTF Improvements – Phase 4 from On Track Construction, LLC in the amount of \$101,436.11
Enclosed you shall find the engineers recommendation and pay request.
- C. Approve Pay Request No. 5 from Con-Struct, Inc. for the SRF Sponsored Project, Harrington Park in the amount of \$74,717.50
Enclosed you shall find the engineers recommendation and pay request.
- D. Approve Recommendation for Harrington Park Permanent Vegetation Establishment SRF Sponsored Project D
Enclosed you shall find a brief action form explaining this final piece for Harrington Park seeding as well as the engineer's recommendation, bid tab, and supporting documents.
- E. Resolution No. 091 (2024/2025): A Resolution Approving Nevada DTR Façade Improvement Project (CDBG) Agreement Between City of Nevada, Iowa and Curtis Architecture & Design PC
Enclosed you shall find the resolution and draft agreement for the Downtown Façade Project.
- F. Ordinance No. 1067 (2024/2025): An Ordinance Amending Chapter 62 (General Traffic Regulations) of the City Code to Prohibit the use of Engine, Compression, Air Brakes within the City Limits of Nevada
Enclosed you shall find the ordinance for air brakes as discussed at 5/12 council meeting.

7. NEW BUSINESS

- A. Ordinance No. 1068 (2024/2025): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code to Simplify No Parking in City Limits, first reading
Enclosed you shall find Chief Reynold's memo and the updated ordinance for street parking.

- B. Resolution No. 092 (2024/2025): A Resolution Accepting Major Subdivision Final Plat for Northview Plat 1, Nevada, Story County, Iowa
Enclosed you shall find the resolution, a brief memo, plat, and additional documents detailing the new easements.
- C. Resolution No. 093 (2024/2025): A Resolution in Support of Workforce Housing Tax Credit Incentive Application for Submission to the Iowa Economic Development Authority (IEDA) for a Housing Project by Oakpark Properties, LC in Nevada, Iowa
Enclosed you shall find the resolution for Oakpark tax incentives.
- D. Resolution No. 094 (2024/2025): A Resolution in Support of Workforce Housing Tax Credit Incentive Application for Submission to the Iowa Economic Development Authority (IEDA) for a Housing Project by Sierra Heights, LLC in Nevada, Iowa
Enclosed you shall find the resolution for Sierra Heights, LLC tax incentives.
- E. Sierra Heights Condominiums
- a. Resolution No. 095 (2024/2025): A Resolution Accepting Major Subdivision Preliminary Plat for Sierra Heights Condominiums, Nevada, Story County, Iowa
Enclosed you shall find the resolution, a brief memo, and plat. Also included are the application and site plans; however, the site plans are for reference ONLY. The only action council is taking is on the preliminary plat.
 - b. Resolution No. 096 (2024/2025): Resolution Authorizing Economic Development Grant Agreement with Sierra Heights, L.L.C. and Nevada Dev, LLC and Authorizing Agreement for Private Development with Sierra Heights, L.L.C.
Enclosed you shall find the resolution with includes approval of both the private development agreement as well as the development agreement for the Sierra Heights Trail.
- F. Resolution No. 097 (2024/2025): A Resolution Approving Master Services Agreement and Scope of Work No. 1 & 2 between Utility Service Co., Inc., and City of Nevada, Iowa, for the Comprehensive Care and Maintenance of Water Towers, the Clearwell, and Ground Storage Tank
Enclosed you shall find the resolution approving the Master Services Agreement along with Scope of Work 1 & 2 for maintenance for the water department.

NEVADA CITY COUNCIL – MONDAY, MAY 12, 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 Ryan Condon, convened the meeting at 6:00 p.m. on Monday, May 12, 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: Luke Spence, Henry Corbin, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: Dane Nealson (arrived at 6:01 p.m.)

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Tim Hansen, Marlys Barker, Ryan Hutton, Chris Brandes, Brandon Mickelson, Kellan Sydnes, Broc Davidson

Brenda Dryer, Ann Patterson, Tom Richards, Debbie Corbin, Kris Corbin, Sue VandeKamp, Laurie Shinn, Neil & Marcia Rima, Melissa Muschick, Emily Schaack, Jason Mitchell, Michael Fulker, Jeff & April Clendenen, Dana Soll, Ric Martinez, Karen Selby, Kathy Solko, Steve Manternach, Andy Kelly, Jim & Dorian Myhre, Mike Post, Jane Heintz, Jill Post, Ben DuBois, Jim Samuelson, Linda Bartleson, Shane Heintz, Shannon Andersen, Philip O'Donnell, Denny Howell, Mike Michaud, Kylie McGuire, Sammi Sullivan, Stephanie Blazejanski, Dean Rogers, Patrick Clem, Vicki Tendall, Jordan Hadaway, Dan Sprouse, Connie Page, Don Kockler, Katie Baber-Dillavou, Terry Webster, Nathan Dillavou, Jalene Miller Hornbuckle, John Stein, Marsha Ledet, Scott Henry, Jenna Goodwin, Jon Augustus, Ray Jones, Barb Mittman, Jim Hennager

3. APPROVAL OF AGENDA

Dane Nealson arrived at 6:01 p.m.

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

4. PUBLIC HEARING(S)

A. Budget Amendment #1 FY24/25

1. Public Hearing –

At 6:01 p.m. Mayor Condon announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **May 1, 2025**. The public hearing is **regarding budget amendment #1 FY24/25**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:01 p.m.

2. Resolution No. 087 (2024/2025): A Resolution Approving Fiscal Year 2024/2025 Budget Amendment #1

Motion by Steve Skaggs, seconded by Dane Nealson, to **adopt Resolution No. 087 (2024/2025)**. After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, Spence, 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 Luke Spence, seconded by Dane Nealson, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on April 28, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 88240-88294 and Electronic Numbers 1904-1917 (Inclusive) Totaling \$514,213.83 (See attached list); the First Interstate Card Purchases for the May 19, 2025 Statement, total \$1,917.50; and the Sam's Club Card Purchases for the May 22, 2025 Statement, total \$307.90
- C. Approve Pay Request No. 4, Nevada Housing Rehab Program, Contract 2024-06 in the amount of \$8,208.13 to Buresh Home Solutions, Inc., for property at 836 4th St, after receipt of funds from SCHAT
- D. Resolution No. 088 (2024/2025): A Resolution Approving Fiscal Year 2024/2025 Transfers
- E. Approve Reimbursement #2 Request for the Camelot Theater's Downtown Housing Program Grant through IEDA, Award No. 22-ARPDH-040 in the amount of \$80,000.00 and authorizing the City Clerk to issue payment

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

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

- A. Nevada Owner Occupied Repairs – Extension Request, Call for Applications

Brenda Dryer presented on Nevada Owner Occupied Repair Program. A request has been made for an extension to Story County Housing Trust fund due to remaining funds yet available.

Debbie Corbin expressed her thoughts on kindness and the ways in which citizens are being treated.

7. 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), third and final reading

Property owners and community members spoke regarding the rezoning of 630 6th Street, both against and in favor, addressing a number of different topics.

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

- B. Approve Pay Request No. 36 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00

Motion by Jason Sampson, seconded by Henry Corbin, to **approve Pay Request No. 36 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00.** After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Nealson, Skaggs, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

- C. 2024 Street Improvements Project

- a. Approve Change Order No. 8 in the amount of \$(37,133.20)

Motion by Steve Skaggs, seconded by Sandy Ehrig, to **approve Change Order No. 8 for 2024 Street Improvements Project in the amount of \$(37,133.20).** After due consideration and discussion the roll was called. Aye: Skaggs, Ehrig, Spence, Corbin, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- b. Approve Pay Request No. 10 in the amount of \$6,004.00

Motion by Henry Corbin, seconded by Luke Spence, to **approve Pay Request No. 10 for 2024 Street Improvements Project in the amount of \$6,004.00.** After due consideration and discussion the roll was called. Aye: Corbin, Spence, Nealson, Sampson, Skaggs; Ehrig. Nay: None. The Mayor declared the motion carried.

- D. 19th Street Trail Project – Division 2

- a. Approve Change Order No. 3 in the amount of \$2,945.00

Motion by Sandy Ehrig, seconded by Jason Sampson, to **approve Change Order No. 3 for 19th Street Trail Project – Division 2, in the amount of \$2,945.00.** After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Skaggs, Spence, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

- b. Approve Pay Request No. 5 in the amount \$1,900.00

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve Pay Request No. 5 for 19th Street Trail Project – Division 2, in the amount of \$1,900.00.** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

8. NEW BUSINESS

- A. Resolution No. 089 (2024/2025): Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Oak Park Estates Trail, and the taking of bids therefor

Motion by Sandy Ehrig, seconded by Dane Nealson, to **adopt Resolution No. 089 (2024/2025)**. After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

- B. Discussion and appropriate follow up:

- a. Air (Jake) Brakes

There was citizen concern that was addressed with council discussion regarding the location, timing, and ability to monitor the noise associated with air brakes. Staff will work to bring action before council in the coming meetings.

- b. North Downtown Street Lights and Benches

Council discussion was positive regarding addition of street lights and benches on the north end of Main Street. Again, Staff will work a plan to put before council in the near future.

10. 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 7:31 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR MAY 27, 2025
5/13/25 THRU 5/27/25

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2024 PMTS	647.71	1922
ALLIANT	ALL-UTILITIES	4,059.10	88299
ARNOLDS	FD-FILTERS/OIL	121.86	88300
VERIZON	WTR/WWT/LIB /WWTF-SVCS	1,321.74	88301
CON STRUCT	2024 STIMPROV PROJ PR#10/TRAIL #5	7,904.00	88302
WINDSTREAM	PD/CH-PHONES	105.56	88303
CONSUMERS ENERGY	ALL-UTILITIES	10,497.26	88304
MENARDS	POOL-AIR COMPRESSOR/LINER	95.87	88305
EFTPS	FED/FICA TAX	28,724.08	1918
HUTTON, RYAN	HSA	283.33	1919
SYDNES, KELLAN	HSA	50.00	1920
CORNISH, DEVIN	HSA	50.00	1921
MISSION SQUARE	DEFERRED COMP	715.00	88297
COLLECTION SERVICES CTR	CHILD SUPPORT	305.71	88298
FIRST INTERSTATE BANK	PD-IACP CONFERENCE	1,917.50	1923
COMPUTER RESOURCE SPEC	LIB-IT SVCS	292.50	88308
BAKER & TAYLOR	LIB-MATERIALS	2,454.70	88309
DEMCO INC	LIB-SUPPLIES	62.06	88310
NEIGHBORS	LIB-AC MAINT	1,329.00	88311
CENGAGE	LIB-MATERIALS	179.24	88312
RIVISTAS	LIB-SUBSCRIPTIONS	3,010.28	88313
MARSHALLTOWN ALARM	LIB-ALARM MAINT	492.23	88314
MIDWEST TAPE	LIB-DIGITAL	985.14	88315
MADRID PUBLIC LIBRARY	LIB-DISTANT SONS BOOK	15.00	88316
GROUT MUSEUM DIST	LIB-MAD MIXTURE DEMO	338.36	88317
ABSOLUTE SCIENCE	LIB-MEGA FOAM BLASTER	750.00	88318
SAM REZZ LLC	LIB-CIRCUS SHOW	500.00	88319
THE JOLLY POPS LLC	LIB-CONCERTS	500.00	88320
CASAS, DAVID	LIB-MAGIC SHOW	350.00	88321
KIRK, DAN	LIB-JUGGLING	495.00	88322
OVERALL BUDDIES	LIB-MUSIC MOVEMENT LITERACY	375.00	88323
GIANT BUBBLE SHOW	LIB-GIANT BUBBLE SHOW	400.00	88324
SAMS CLUB	REC-CONCESSIONS	307.90	1924
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN #2	546,140.00	1925
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN #3	542,610.00	1926
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN #4	209,360.00	1927
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN #5	825,179.86	1928
IA FINANCE AUTHORITY, SRF	WWTF SRF #1	74,390.00	1929
BOK FINANCIAL	2017B DUPONT REFUND	240,381.25	1930
BOK FINANCIAL	2020GO BOND CBD PROJ	589,275.00	1931
BOK FINANCIAL	2023A BOND FIELDHOUSE	813,475.00	1932
BOK FINANCIAL	2012B LIB BOND	92,213.75	1933

BOK FINANCIAL	2020B WTR REV BOND	445,875.00	1934
FAREWAY	STS/FH-SUPPLIES	43.89	88325
HAWKINS INC	WTR-AZONE 15	3,537.18	88326
KEY COOP	TIF FY25-PYMT 20/20	24,339.00	88327
ALLIANT	ALL-UTILITIES	84.28	88328
VAN WALL	PKM-EQUIP MAINT/SUPPLIES	333.94	88329
STATE HYGIENIC LAB	WTR-LAB ANALYSIS	116.00	88330
CAPITAL SANI SUPPLY	FH/PKM-SUPPLIES	679.31	88331
FIRST CLASS SIGNS	ED-WAYFINDING SIGNS	11,895.00	88332
COMPUTER RESOURCE SPEC	ALL-IT SVCS	7,068.23	88333
ARNOLDS	STS/PKM-BATTERY/FILTERS	319.89	88334
IA STATE READY MIX	WTR-CONCRETE	3,703.50	88335
NEDC	FY ANNUAL SUPPORT	65,000.00	88336
GANNETT IA	PUBLIC NOTICE	875.43	88337
NCSO	ALL-FUEL	3,531.81	88338
AMERICAN WTR WORKS	WTR-MEMB RENEWAL	450.00	88339
GOOD AND QUICK	FD-ICE	6.69	88340
IA IRRIGATION	PKM/CH-IRRIGATION RPR	264.88	88341
HEATHER SLIFDKA/GCMOA	ADM FY26 DUES	25.00	88342
ACCO	POOL-CHLORINE/MAINT	2,985.10	88343
NEVADA HARDWARE	ALL-SUPPLIES	1,688.33	88345
INTERSTATE	PKM-BATTERY	184.90	88346
JOHN DEERE FIN	ALL-SUPPLIES	300.13	88347
BRICK GENTRY PC	ALL-LEGAL	10,893.75	88348
FERGUSON WATERWORKS	WTR-METERS	2,110.76	88349
AMES TRENCHING	POOL/STS-RPRS/ASPHALT	5,584.00	88350
MISSISSIPPI LIME	WTR-QUICKLIME	10,970.39	88351
UNITYPOINT CLINIC	STS/WWT-DOT LABS	107.00	88352
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 6/2025	496.47	88353
TITAN MACHINERY	STS-ELECTROVALVE/RETAINER SPRINGS	563.04	88354
GAMETIME	PKM-PLAYGROUND EQUIP	1,702.86	88355
QUADIENT	ALL-POSTAGE	1,000.00	88356
MID STATES MATERIAL HND	TIF FY25-PAYMENTS	40,318.16	88357
HARVEST HEATING & A/C,	POOL-HEAT EXCHANGER	1,520.00	88358
KRUCK P & H CO	CH-MAINT RTU2 ISSUE	1,625.00	88359
OUTDOOR ENVISIONS	POOL-MULCH	588.00	88360
R. FRIEDRICH & SONS	TIF FY25-PYMT 2ND HALF	44,799.02	88361
MARTIN BROS DIST CO	4PLX-CONCESSIONS	359.93	88362
P&D WELDING SOLUTIONS	STS-MINI BUCKET TOOTH COVER	262.50	88363
VERBIO NORTH AMERICA	TIF FY25-PYMT 5/5(7) FINAL	94,319.28	88364
ON TRACK CONSTRUCTION	TIF FY25 2ND HALF PYMT 1/10YRS/T AVE	32,989.95	88365
MATHESON TRI-GAS INC	POOL-CO2	352.30	88366
D & K PRODUCTS	PKM-TURF PAINT	925.00	88367
PETERSON, SETH & EVIE	TIF25-PYMT 1/5	15.56	88368
ROSK DEVELOPMENT LLC	TIF FY25 PYMT 3/3 FINAL	12,839.65	88369
DAKOTA SUPPLY GROUP	STRM-PAVING RISERS	133.19	88370
M & R PROPERTIES IA	TIF FY25-PYMT 3/7	12,618.55	88371

CAMELOT THEATER FOUNDATION	CAMELOT UPPER STORY GRNT FINAL	110,000.00	88372
ASKEW SCIENTIFIC CONSULTING	WWTF PROJ ALMACO BMR	9,664.22	88373
CONWAY SHIELD	FD-HELMETS/SHIELD	2,141.00	88374
EMBARK IT, INC.	CC-3RD TV INSTALL	2,950.62	88375
BROWN-GONNERMAN, OLIVIA	PD-TOBACCO COMPLIANCE	15.00	88376
BURESH HOME SOLUTIONS	SCHTF-REHAB SAUER	8,208.13	88377
	WATER DEPOSITS	44.15	
	Refund Checks Total	44.15	
	Accounts Payable Total	4,986,040.81	
	Payroll Checks	92,985.39	
	***** REPORT TOTAL *****	<u>5,079,070.35</u>	
	GENERAL	114,356.96	
	ROAD USE TAX	17,728.24	
	LOCAL OPTION SALES TAX	42,470.06	
	TAX INCREMENT FINANCING	325,932.92	
	ECONOMIC DEVELOPMENT	88,208.13	
	LIBRARY TRUST	5,539.83	
	DANIELSON TRUST	3,169.24	
	DEBT SERVICE	1,735,345.00	
	2024 CIP STS IMPROV PROJ	6,004.00	
	TRAIL CIP RESERVE PROJTS	1,900.00	
	WATER	52,294.87	
	WATER DEPOSITS	44.15	
	WATER 2012C/2020B BOND	445,875.00	
	SEWER	20,786.02	
	SEWER SRF REVOLVING	2,197,679.86	
	SEWER CAP IMP PROJECT	10,766.72	
	SEWER EQUIP REVOLVING	1,041.67	
	STORM WATER	190.76	
	REVOLVING FUND	9,089.21	
	FLEX BENEFIT REVOLVING	647.71	
	TOTAL FUNDS	<u>5,079,070.35</u>	

GLBLCERP 5/19/25
CASH 12:41 PM

CITY OF NEVADA
BALANCE SHEET
CALENDAR 4/2025, FISCAL 10/2025

Item # 4C
Date: 5/27/25

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	876,259.13	6,042,773.35
002-000-1110	CASH-HOTEL/MOTEL	763.19-	12,118.97
110-000-1110	CASH-ROAD USE TAX	31,793.45	2,661,136.32
112-000-1110	CASH-EMPLOYEE BENEFITS	383,892.49	932,796.80
113-000-1110	CASH-RUT CAPITAL	1,433.72	616,123.99
121-000-1110	CASH-LOCAL OPTION TAX	90,395.94	1,674,200.49
125-000-1110	CASH-TIF	454,188.87	2,238,110.35
126-000-1110	CASH-LMI SUBFUND		334,871.53
160-000-1110	CASH-ED,PASS THRU FUNDS		5,800.00-
167-000-1111	RESERVE-WELLS	4.62	1,983.65
167-000-1113	RESERVE-ZWILLING	.29	124.73
167-000-1114	RESERVE-ALBERRY	2.64	1,134.95
168-000-1118	RESERVE-UNDESIGNATED		250.75
168-000-1119	RESERVE-HARMS TRUST, GREEN SP		29,255.29
169-000-1110	CASH-LIBRARY TRUST	41.04-	15,719.07
171-000-1110	CASH-FIRE TRUST		19,297.37
172-000-1110	CASH-SCORE UNDESIGNATED		6,290.97
173-000-1110	CASH-SCORE O&M		292.28
174-000-1110	CASH-NORTH STORY BASEBALL		4,804.74
175-000-1110	CASH-SENIOR COMM CENTER		17,414.39
176-000-1110	CASH-GH PIANO		21,017.51
177-000-1110	CASH-POLICE FOREITURE		13,475.82
179-000-1122	RESERVE-GRNBLT MAP 2005		3,987.74
179-000-1124	RESERVE-ST CO TRAIL		965.11
179-000-1127	RESERVE-UNRESTRICTED	947.94	64,667.02
179-000-1128	RESERVE-SCORE SCOREBOAR		5,083.94
179-000-1130	RESERVE-LANDSCAPING		7,348.90
179-000-1131	RESERVE-FIELD MAINT		37,921.66
179-000-1132	RESERVE-LEW HANSEN SUB		1,562.60
179-000-1133	RESERVE-87 SOUTHWOOD		8,408.37
179-000-1134	RESERVE-MARDEAN PARK		997.93
179-000-1135	RESERVE-WILSON POND DONATIONS		824.72
179-000-1137	P&R BRINKMAN MEMORIAL		2,768.65
180-000-1110	CASH-COLUMBARIAN MAINT		6,156.89
181-000-1110	CASH-TRAIL MAINTENANCE		72,230.69
182-000-1110	CASH-DANIELSON/OTHERTRU	3,703.00-	219,968.47
183-000-1110	CASH-LIB BLDG TRUST	2.40	218.65
184-000-1110	CASH-TREES FOREVER		5,044.29
185-000-1110	CASH-4TH OF JULY	6,000.00-	937.02-
186-000-1110	CASH-COMM BAND	100.00	1,352.63
187-000-1110	CASH-PUBLIC ARTS COMMISSION	200.00	2,733.02
200-000-1110	CASH-DEBT SERVICE	267,681.76	950,217.36
301-000-1110	CASH-CITY HALL/PUBLIC S		648.98
302-000-1110	CASH-LIBRARY BLDG		103,847.63
304-000-1110	CASH-SC/FIELDHOUSE		89,594.38
305-000-1110	CASH-RR CROSSING IMP	713.00-	4,817.42-
306-000-1110	CASH-SPLASHPAD	11,440.00-	380,773.90
307-000-1110	CASH-SIDEWALKIMPROVEMEN		148,511.32
309-000-1110	CASH-2024 STS CIP PROJECTS	231.00-	1,222,476.70-
311-000-1110	CASH-2019 CIP WORK		4,561.22
314-000-1110	CASH-2024 BRIDGE RPRS		11,670.00-

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
318-000-1110	CASH-2024HMA OVERLAY F&G		1,017,185.57-
319-000-1110	CASH-DOG PARK		17,199.34
321-000-1110	CASH-TRAIL CIP PROJECTS	50,721.70	176,216.93
322-000-1110	CASH-ARP FUNDS		1,100,840.02
500-000-1110	CASH-PERPETUAL CARE	300.00	178,214.08
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	476,588.54	4,818,281.22
601-000-1110	CASH-WATER DEPOSITS	156.37	90,613.34
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	4,851.24	2,084,757.49
605-000-1110	CASH-WATER 2012C BOND		645,891.73
607-000-1110	CASH-WTR CAPITAL REVOLV	873.83	375,515.03
608-000-1110	CASH-JORDAN WELL PROJ	497.00-	89,752.18-
609-000-1110	CASH-WTR CAPITAL PROJECTS		42,248.30-
610-000-1110	CASH-WASTEWATER O&M	467,537.62	4,432,014.26
611-000-1110	CASH-SEWER REVOLVING	2,791.46	1,199,594.11
615-000-1110	CASH-SEWER CONSTRUCTION	32,110.21	4,661,801.38
616-000-1110	CASH-WWT CIP	100,730.97-	1,356,998.30-
617-000-1110	CASH-WWT CAPITAL	1,004.67	431,743.56
618-000-1110	CASH-SRF SPONSORED PROJECT	11,887.00-	1,018,106.01-
670-000-1110	CASH-GARBAGE UTILITY	5,570.70	7,790.42-
740-000-1110	CASH-STORM WATER UTILIT	15,701.14	920,291.77
810-000-1139	RESERVE-PARK & RECREATI	347.12	149,170.05
810-000-1140	RESERVE-LIBRARY	133.28	57,275.27
810-000-1141	RESERVE-CEMETERY	410.64	176,468.88
810-000-1142	RESERVE-FINANCE	7.73	232,306.11
810-000-1143	RESERVE-FIRE	23,196.97	548,005.80
810-000-1144	RESERVE-POLICE	431.54	185,448.15
810-000-1146	RESERVE-PLANNING & ZONI	119.75	51,460.25
810-000-1147	RESERVE-FIELD HOUSE	214.27	92,078.69
810-000-1148	RESERVE-TECHNOLOGY	109.00	46,840.90
812-000-1110	CASH-FLEXIBLE BENEFITS	1,477.06-	39,999.21
813-000-1110	CASH-HEALTH INS/SELF FUND	2,199.99	125,299.98
830-000-1110	CASH-SICK & VACATION	803.36	345,232.97
	CASH TOTAL	3,055,601.12	35,173,367.99
001-000-1120	PETTY CASH - LIBRARY		75.00
001-000-1123	PETTY CASH - POOL		1,000.00
600-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	1,675.00
182-000-1168	COUNTY FOUNDATION INVES		96,605.37
	SAVINGS TOTAL	.00	96,605.37
	TOTAL CASH	3,055,601.12	35,271,648.36

CITY OF NEVADA
BUDGET REPORT
CALENDAR 4/2025, FISCAL 10/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	83.3% PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,510,728.00	129,123.28	1,141,156.70	75.54	369,571.30
	POLICE-OFFICE TOTAL	139,273.00	11,168.14	112,661.02	80.89	26,611.98
	EMERGENCY MANAGEMENT TOTAL	1,600.00	88.65	909.66	56.85	690.34
	FLOOD CONTROL TOTAL	27,400.00	801.72	18,655.97	68.09	8,744.03
	FIRE TOTAL	912,582.00	14,129.15	792,352.28	86.83	120,229.72
	AMBULANCE TOTAL	43,652.00	2,195.55	46,517.06	106.56	2,865.06-
	BUILDING INSPECTIONS TOTAL	61,694.00	4,291.54	39,191.53	63.53	22,502.47
	ANIMAL CONTROL TOTAL	4,500.00	1,123.50	2,614.31	58.10	1,885.69
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	.00	.00	.00	1,500.00
	PUBLIC SAFETY TOTAL	2,702,929.00	162,921.53	2,154,058.53	79.69	548,870.47
	ROADS, BRIDGES, SIDEWALKS TOTA	981,290.00	50,356.99	580,369.49	59.14	400,920.51
	STREET LIGHTING TOTAL	179,100.00	8,550.35	85,549.78	47.77	93,550.22
	PAVEMENT MARKINGS TOTAL	10,000.00	.00	542.74	5.43	9,457.26
	SNOW REMOVAL TOTAL	95,775.00	120.26	59,413.86	62.03	36,361.14
	TREES & WEEDS TOTAL	40,000.00	18.99	28,671.95	71.68	11,328.05
	PUBLIC WORKS TOTAL	1,306,165.00	59,046.59	754,547.82	57.77	551,617.18
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	OTHER HEALTH/SOCIAL SERV TOTA	35,000.00	.00	33,450.00	95.57	1,550.00
	HEALTH & SOCIAL SERVICES TOTA	48,000.00	.00	33,450.00	69.69	14,550.00
	LIBRARY TOTAL	556,139.00	38,027.69	426,441.73	76.68	129,697.27
	LIBRARY-DONATED TOTAL	46,650.00	3,703.00	23,860.81	51.15	22,789.19
	LIBRARY-STATE INFRASTRUCT TOTA	6,000.00	341.04	842.32	14.04	5,157.68
	MUSEUM/BAND/THEATRE TOTAL	1,500.00	.00	985.00	65.67	515.00
	PARKS TOTAL	143,330.00	9,524.88	138,318.29	96.50	5,011.71
	PARK MAINTENANCE TOTAL	381,868.00	16,342.55	246,470.50	64.54	135,397.50
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	2,243.00	12,787.35	63.94	7,212.65
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	3,771.00	25.14	11,229.00
	FOUR-PLEX COMPLEX TOTAL	46,571.00	2,495.93	19,389.70	41.63	27,181.30
	POOL TOTAL	307,952.00	10,906.44	195,274.40	63.41	112,677.60
	RECREATION TOTAL	78,191.00	5,812.36	70,440.74	90.09	7,750.26
	ADULT SOFTBALL TOTAL	5,170.00	.00	845.12	16.35	4,324.88
	COMMUNITY HEALTH/WEELLNESS TOTA	8,000.00	.00	1,508.26	18.85	6,491.74
	SENIOR ACTIVITY TOTAL	8,500.00	.00	3,000.88	35.30	5,499.12
	OPEN RECREATION TOTAL	10,200.00	.00	.00	.00	10,200.00
	CEMETERY TOTAL	204,129.00	7,490.02	128,352.86	62.88	75,776.14
	FIELD HOUSE TOTAL	292,823.00	18,517.60	202,106.54	69.02	90,716.46
	SENIOR COMMUNITY CENTER TOTAL	10,020.00	364.61	7,340.87	73.26	2,679.13
	FIELDHOUSE TOTAL	.00	.00	778.59	.00	778.59-
	BASEBALL SOFTBALL TOTAL	47,015.00	6,770.00	13,772.10	29.29	33,242.90
	YOUTH BASKETBALL TOTAL	16,765.00	.00	10,697.83	63.81	6,067.17
	VOLLEYBALL TOTAL	8,653.00	.00	5,092.45	58.85	3,560.55
	FLAG FOOTBALL TOTAL	8,959.00	.00	3,207.06	35.80	5,751.94

CITY OF NEVADA
BUDGET REPORT
CALENDAR 4/2025, FISCAL 10/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	83.3% PERCENT EXPENDED	UNEXPENDED
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	CIRL TOTAL	6,570.00	248.97	7,525.02	114.54	955.02-
	HISTORICAL SOCIETY TOTAL	.00	.00	4,945.00	.00	4,945.00-
	HISTORIC PRESERVATION TOTAL	7,500.00	.00	.00	.00	7,500.00
	CULTURE & RECREATION TOTAL	2,237,755.00	122,788.09	1,527,754.42	68.27	710,000.58
	ECONOMIC DEVELOPMENT TOTAL	1,013,319.00	.00	384,220.37	37.92	629,098.63
	MAIN STREET NEVADA TOTAL	25,000.00	.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	475,000.00	.00	130,721.00	27.52	344,279.00
	PLANNING & ZONING TOTAL	296,894.00	14,129.64	185,398.26	62.45	111,495.74
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	6,600.00	7,600.00	7,600.00	115.15	1,000.00-
	LINCOLN HWY DAYS TOTAL	1,000.00	.00	1,600.00	160.00	600.00-
	OTHER COMM & ECO DEV TOTAL	3,700.00	2,400.00	2,835.00	76.62	865.00
	COMMUNITY & ECONOMIC DEV TOTA	1,822,313.00	24,129.64	712,374.63	39.09	1,109,938.37
	MAYOR/COUNCIL/CITY MGR TOTAL	12,009.00	2,766.72	13,949.03	116.15	1,940.03-
	COUNCIL TOTAL	9,995.00	.00	1,446.60	14.47	8,548.40
	CITY ADMINISTRATOR TOTAL	56,200.00	5,561.13	35,940.48	63.95	20,259.52
	CLERK/TREASURER/ADM TOTAL	566,033.00	62,090.99	450,501.40	79.59	115,531.60
	ELECTIONS TOTAL	7,000.00	6,119.66	6,119.66	87.42	880.34
	LEGAL SERVICES/ATTORNEY TOTAL	132,750.00	6,240.00	57,716.75	43.48	75,033.25
	CITY HALL/GENERAL BLDGS TOTAL	123,711.00	8,220.49	93,575.41	75.64	30,135.59
	TORT LIABILITY TOTAL	79,160.00	.00	72,095.00	91.08	7,065.00
	OTHER GENERAL GOVERNMENT TOTA	20,000.00	473.21	14,975.09	74.88	5,024.91
	GENERAL GOVERNMENT TOTAL	1,006,858.00	91,472.20	746,319.42	74.12	260,538.58
	CITYHALL/LIBRARY DEBT TOTAL	94,428.00	.00	2,213.75	2.34	92,214.25
	CBD PROJECT 8.9M TOTAL	678,550.00	.00	89,275.00	13.16	589,275.00
	2013 GO BOND TOTAL	245,763.00	.00	5,381.25	2.19	240,381.75
	FIELD HOUSE TOTAL	851,950.00	.00	38,475.00	4.52	813,475.00
	DEBT SERVICE TOTAL	1,870,691.00	.00	135,345.00	7.24	1,735,346.00
	ROADS, BRIDGES, SIDEWALKS TOTA	4,540,000.00	231.00	2,703,497.14	59.55	1,836,502.86
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	10,000.00	713.00	4,817.42	48.17	5,182.58
	TRAIL SYSTEM-BIKE/WALK TOTAL	1,100,000.00	19,441.98	454,705.96	41.34	645,294.04
	POOL TOTAL	100,000.00	.00	.00	.00	100,000.00
	SPLASHPAD TOTAL	1,100,000.00	11,440.00	42,560.00	3.87	1,057,440.00
	SENIOR COMMUNITY CENTER TOTAL	.00	.00	23,514.61	.00	23,514.61-
	FIELDHOUSE TOTAL	.00	.00	106,064.79	.00	106,064.79-
	HOUSING & URBAN RENEWAL TOTAL	90,000.00	.00	.00	.00	90,000.00

CITY OF NEVADA
BUDGET REPORT
CALENDAR 4/2025, FISCAL 10/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	83.3% PERCENT EXPENDED	UNEXPENDED
	CAPITAL PROJECTS TOTAL	6,965,000.00	31,825.98	3,335,159.92	47.88	3,629,840.08
	WTR 2012C BOND TOTAL	456,750.00	.00	10,875.00	2.38	445,875.00
	WWT DEBT TOTAL	2,984,316.00	.00	617,436.63	20.69	2,366,879.37
	WATER TOTAL	52,000.00	.00	36,804.64	70.78	15,195.36
	WATER-PLANT/PUMPS TOTAL	1,165,455.00	82,398.36	868,687.99	74.54	296,767.01
	WATER-LINES-INST & O&M TOTAL	84,037.00	4,474.12	41,610.93	49.52	42,426.07
	WATER ACCOUNTING TOTAL	407,999.00	26,483.37	297,555.15	72.93	110,443.85
	WASTEWATER PLANT TOTAL	1,423,466.00	64,093.26	646,592.16	45.42	776,873.84
	WASTSEWATER COLLECTION TOTAL	9,037,710.00	117,272.56	2,665,584.93	29.49	6,372,125.07
	WASTSEWATER ACCOUNTING TOTAL	284,804.00	19,126.19	222,761.70	78.22	62,042.30
	LANDFILL/GARBAGE TOTAL	75,800.00	55.88	73,269.74	96.66	2,530.26
	STORM WATER TOTAL	65,900.00	592.00	42,792.44	64.94	23,107.56
	ENTERPRISE FUNDS TOTAL	16,038,237.00	314,495.74	5,523,971.31	34.44	10,514,265.69
	TRANSFERS IN/OUT TOTAL	9,416,939.00	.00	3,083,128.08	32.74	6,333,810.92
	TRANSFER OUT TOTAL	9,416,939.00	.00	3,083,128.08	32.74	6,333,810.92
	TOTAL EXPENSES	43,414,887.00	806,679.77	18,006,109.13	41.47	25,408,777.87

CITY OF NEVADA
REVENUE REPORT
CALENDAR 4/2025, FISCAL 10/2025
BUDGET MTD
ESTIMATE BALANCE

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	FISCAL YTD PERCENT RECVD	83.3% UNCOLLECTED
	GENERAL TOTAL	4,720,352.00	1,242,748.79	3,726,110.13	78.94	994,241.87
	HOTEL MOTEL TOTAL	4,100.00	836.81	7,459.30	181.93	3,359.30-
	ROAD USE TAX TOTAL	1,113,859.00	87,319.15	874,612.61	78.52	239,246.39
	EMPLOYEE BENEFITS TOTAL	963,462.00	383,892.49	932,796.80	96.82	30,665.20
	RUT CAPITAL TOTAL	358,000.00	1,433.72	366,462.89	102.36	8,462.89-
	EMERGENCY FUND TOTAL	1,200.00	.00	378.08	31.51	821.92
	LOCAL OPTION SALES TAX TOTAL	1,125,000.00	113,121.59	1,149,962.40	102.22	24,962.40-
	TAX INCREMENT FINANCING TOTAL	1,558,568.00	454,188.87	1,412,884.87	90.65	145,683.13
	LMI-SUBFUND TOTAL	106,717.00	.00	.00	.00	106,717.00
	ECONOMIC DEVELOPMENT TOTAL	400,000.00	.00	381,122.00	95.28	18,878.00
	RESTRICTED GIFTS TOTAL	25.00	7.55	91.31	365.24	66.31-
	CEMETARY CIP/LAND TOTAL	200.00	.00	556.98	278.49	356.98-
	LIBRARY TRUST TOTAL	6,100.00	300.00	15,306.93	250.93	9,206.93-
	FIRE TRUST TOTAL	120.00	.00	364.28	303.57	244.28-
	SCORE-UNDESIGNATED TOTAL	50.00	.00	118.76	237.52	68.76-
	SCORE O&M TOTAL	5.00	.00	5.52	110.40	.52-
	NORTH STORY BASEBALL TOTAL	24,000.00	.00	2,250.70	9.38	21,749.30

CITY OF NEVADA
REVENUE REPORT
CALENDAR 4/2025, FISCAL 10/2025
BUDGET MTD
ESTIMATE BALANCE

ACCOUNT NUMBER	ACCOUNT TITLE			PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	83.3% UNCOLLECTED
	SENIOR CENTER TRUST TOTAL	710.00	.00	7,118.44 1,002.60	6,408.44-
	GATES HALL PIANO TOTAL	100.00	.00	396.74 396.74	296.74-
	ASSET FORFEITURE TOTAL	100.00	.00	254.37 254.37	154.37-
	PARK OPEN SPACE TOTAL	34,800.00	947.94	31,749.05 91.23	3,050.95
	COLUMBARIAN MAINTENANCE TOTAL	520.00	.00	234.92 45.18	285.08
	TRAIL MAINTENANCE TOTAL	20,150.00	.00	21,326.01 105.84	1,176.01-
	DANIELSON TRUST TOTAL	1,600.00	.00	10,209.84 638.12	8,609.84-
	LIB BLDG TRUST TOTAL	.00	2.40	6.48 .00	6.48-
	TREES FOREVER TOTAL	75.00	.00	95.21 126.95	20.21-
	4TH OF JULY TRUST TOTAL	2,575.00	.00	401.69 15.60	2,173.31
	COMMUNITY BAND TOTAL	1,000.00	100.00	223.63 22.36	776.37
	PUBLIC ART FUND TOTAL	2,000.00	200.00	2,733.02 136.65	733.02-
	DEBT SERVICE TOTAL	1,901,526.00	267,681.76	673,372.87 35.41	1,228,153.13
	CH CAMPUS PROJ TOTAL	.00	.00	12.25 .00	12.25-
	LIBRARY ADDITION TOTAL	100,159.00	.00	95,411.10 95.26	4,747.90
	SC/FIELDHOUSE TOTAL	50,000.00	.00	670,411.65 1,340.82	620,411.65-
	SPLASHPAD PROJECT TOTAL	400,000.00	.00	7,991.09 2.00	392,008.91

CITY OF NEVADA
REVENUE REPORT
CALENDAR 4/2025, FISCAL 10/2025
BUDGET MTD
ESTIMATE BALANCE

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT RECVD	83.3% UNCOLLECTED
	SIDEWALK IMPROVEMENTS TOTAL	.00	.00	2,803.38	.00	2,803.38-
	2024 CIP STS IMPROV PROJ TOTA	4,340,000.00	.00	1,040,108.99	23.97	3,299,891.01
	2019 CIP WORK TOTAL	.00	.00	4,561.22	.00	4,561.22-
	DOG PARK TOTAL	434,370.00	.00	17,199.34	3.96	417,170.66
	TRAIL CIP RESERVE PROJTS TOTA	108,800.00	70,163.68	112,577.07	103.47	3,777.07-
	ARP FUNDS TOTAL	10,000.00	.00	20,780.08	207.80	10,780.08-
	CDBG DT FACADE PROJ TOTAL	90,000.00	.00	.00	.00	90,000.00
	PERPETUAL CARE TOTAL	5,000.00	300.00	2,332.50	46.65	2,667.50
	WATER TOTAL	2,922,635.00	588,103.76	2,891,789.39	98.94	30,845.61
	WATER DEPOSITS TOTAL	25,000.00	1,500.00	15,964.24	63.86	9,035.76
	WATER PLANT UPGRADE RSRV TOTA	220,000.00	4,851.24	258,152.81	117.34	38,152.81-
	WATER 2012C/2020B BOND TOTAL	456,750.00	.00	456,750.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	203,000.00	873.83	213,401.56	105.12	10,401.56-
	SEWER TOTAL	5,079,300.00	555,411.66	3,146,921.09	61.96	1,932,378.91
	SEWER SRF REVOLVING TOTAL	2,994,508.00	2,791.46	37,030.74	1.24	2,957,477.26
	SEWER CONSTRUCTION TOTAL	370,000.00	32,110.21	610,445.49	164.99	240,445.49-
	SEWER CAP IMP PROJECT TOTAL	9,000,000.00	.00	2,033,144.08	22.59	6,966,855.92

CITY OF NEVADA
REVENUE REPORT
CALENDAR 4/2025, FISCAL 10/2025
BUDGET MTD
ESTIMATE BALANCE

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT RECVD	83.3% UNCOLLECTED
	SEWER EQUIP REVOLVING TOTAL	77,000.00	1,004.67	87,492.89	113.63	10,492.89-
	SRF SPONSORED PROJECT TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00
	LANDFILL/GARBAGE TOTAL	73,700.00	5,626.58	60,929.54	82.67	12,770.46
	STORM WATER TOTAL	177,900.00	16,293.14	177,326.42	99.68	573.58
	REVOLVING FUND TOTAL	675,000.00	28,943.30	763,390.34	113.09	88,390.34-
	FLEX BENEFIT REVOLVING TOTAL	.00	2,013.64	41,126.46	.00	41,126.46-
	HEALTH INS, SELF FUND TOTAL	.00	43,762.94	407,148.06	.00	407,148.06-
	OTHER INTERNAL SERV FUND TOTA	.00	803.36	9,718.75	.00	9,718.75-
	TOTAL REVENUE BY FUND	41,660,036.00	3,907,334.54	22,803,526.36	54.74	18,856,509.64

Item # 4D
Date: 5/27/25

Tax Abatement List

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	<u>Address</u>
South Glen LLC		BP2024-0047	1103 Nevada Street (New Home)

RESOLUTION NO. 090 (2024/2025)

**A RESOLUTION ACCEPTING THE
2024 STREET IMPROVEMENTS PROJECT AS COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Con-Struct, Inc. to construct the 2024 Street Improvements Project on February 12, 2024; and

WHEREAS, the project has now been completed by the Contractor, and inspected by City staff; and

WHEREAS, the completed total contract price is \$2,164,043.80; and

WHEREAS, HR Green, Inc. and City staff have found that this project has been completed in substantial conformance with the contract documents and recommend acceptance of the work completed. The Statement of Final Completion and Owner's Acceptance of Work is submitted for execution.

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

1. The 2024 Street Improvements Project has been completed in conformance with the construction documents and is hereby accepted; and the Statement of Final Acceptance and Certificate of Completion be approved and executed by the Mayor.
2. The City Clerk is directed to release retainage in 30 days.

RESOLVED this 27th of May, 2025, by the City Council of the City of Nevada, Iowa.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk



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

HRGREEN.COM

May 21, 2025

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

Re: 2024 Street Improvements Project
Certificate of Final Completion; Contractor's Application for Payment No. 11

Dear Jordan:

Enclosed are the following documents for the 2024 Street Improvements project with Con-Struct Inc.:

- Certificate of Final Completion. This document establishes the Final Completion as of May 27, 2025.
- Payment Application No. 11. This payment application includes release of the final project retainage.

HR Green considers the project punchlist complete based on verification from City staff and recommends payment of the final project retainage. In accordance with Iowa Code, the final retainage should be paid after a 30-day period to allow potential claims to be filed. Upon acceptance for the project by the City and the 30-day period, payment should be made to Con-Struct Inc. for the final project retainage.

Please execute the Final Completion Certificate, and Final Payment Application and distribute copies to all parties.

Sincerely,
HR Green, Inc.

A handwritten signature in blue ink, appearing to read 'BLM', with a long horizontal line extending to the right.

Brandon L. Mickelson, P.E.
Project Engineer

Cc: File

Enclosures

J:\2023\2303452\Construction\Payment\Pay_Estimates\11 - Release of Retainage\ltr-20250521-Nevada_2024Recon_Pay Request 11.docx

STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF WORK

PROJECT: 2024 Street Improvements Project

OWNER: City of Nevada, 1209 6th Street, Nevada, Iowa, 50201

ENGINEER: HR Green, Inc., 8710 Earhart Lane SW, Cedar Rapids, IA, 52404


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

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Contract Documents including all approved amendments and Change Orders, hereafter called the Work between the Owner and Contractor has been completed and to the best of my knowledge and belief, is in substantial compliance with the provisions of the Contract Documents.
2. The 4-year guarantee and maintenance requirement of the contract, secured by the Performance and Maintenance Bonds, shall become effective as of the Final Completion date of May 27, 2025.
3. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the Work performed in accordance with the Contract Documents.
4. The total cost of the Work as completed is Two Million One Hundred Sixty Four Thousand Forty Three and 80/100 Dollars (\$2,164,043.80).

I recommend, under the provisions of the Contract documents, that the Work be accepted, and that the final payment be made.

HR Green, Inc.

By 
Brandon L. Mickelson, P.E., Project Manager

Date 5/20/2025

Accepted By Con-Struct Inc.

By 

Date 5/21/2025

Accepted By City of Nevada

By _____

Date _____

PAGE 1 OF 2

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

(Line 3 less Line 6)

AMOUNT CERTIFIED	\$108,202.19
------------------------	--------------

Date: 5/6/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the

Contractor named herein. Issuance, payment and acceptance are without prejudice

to any rights of the Owner or Contractor under this Contract.

P.26

Contractor's Monthly Payment Estimate
 Owner: City of Nevada, IA
 2024 Street Improvements Project
 Contractor: Con-Solid Inc.

Estimate No. 11 Date: 5/12/2025

CONTRACT													WORK COMPLETED												
NO.	ITEM	UNIT	QTY	PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETE TO DATE	\$ AMOUNT TO DATE	5% RETAINAGE													
Option A - PCC																									
A-1	TOPSOIL OFF-SITE (CO#1)	CY	1235	\$ 40.00	\$ 49,560.00	1,235.00	\$ 49,560.00	0.00	\$ -	1,235.00	\$ 49,560.00	\$ 2,478.00													
A-2	EXCAVATION CLASS 13 (CO#1)	CY	2676	\$ 20.00	\$ 53,520.00	2,676.00	\$ 53,520.00	0.00	\$ -	2,676.00	\$ 53,520.00	\$ 2,676.00													
A-3	SUBGRADE PREPARATION (CO#1)	SY	7355	\$ 3.00	\$ 22,065.00	7,355.00	\$ 22,065.00	0.00	\$ -	7,355.00	\$ 22,065.00	\$ 1,104.90													
A-4	SUBGRADE TREATMENT, GEOGRID (CO#1)	SY	7356	\$ 3.00	\$ 22,068.00	7,356.00	\$ 22,068.00	0.00	\$ -	7,356.00	\$ 22,068.00	\$ 1,104.90													
A-5	SUBBASE, MODIFIED 6" (CO#1)	SY	7388	\$ 12.00	\$ 88,392.00	7,388.00	\$ 88,392.00	0.00	\$ -	7,388.00	\$ 88,392.00	\$ 4,419.60													
A-6	COMPACTING-TESTING	LS	1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	\$ 250.00													
A-7	EXPLORATORY EXCAVATION	HR	32	\$ 400.00	\$ 12,800.00	32.00	\$ 12,800.00	0.00	\$ -	32.00	\$ 12,800.00	\$ 640.00													
A-8	TRENCH COMPACTING TESTING	LS	1	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	0.00	\$ -	1.00	\$ 8,000.00	\$ 400.00													
A-9	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 10"	LF	795	\$ 100.00	\$ 79,500.00	795.00	\$ 79,500.00	0.00	\$ -	795.00	\$ 79,500.00	\$ 3,975.00													
A-10	SANITARY SEWER SERVICE STUB, PVC, 4"	LF	450	\$ 50.00	\$ 22,500.00	450.00	\$ 22,500.00	0.00	\$ -	450.00	\$ 22,500.00	\$ 1,125.00													
A-11	SANITARY SEWER SERVICE STUB, PVC, 6"	LF	450	\$ 110.00	\$ 49,500.00	450.00	\$ 49,500.00	0.00	\$ -	450.00	\$ 49,500.00	\$ 2,475.00													
A-12	REMOVAL OF SANITARY SEWER, VCP, 10"	LF	798	\$ 10.00	\$ 7,980.00	798.00	\$ 7,980.00	0.00	\$ -	798.00	\$ 7,980.00	\$ 399.00													
A-13	STORM SEWER, TRENCHED, PVC, 8"	LF	64	\$ 62.00	\$ 3,968.00	64.00	\$ 3,968.00	0.00	\$ -	64.00	\$ 3,968.00	\$ 198.40													
A-14	STORM SEWER, TRENCHED, PVC, 12"	LF	24	\$ 150.00	\$ 3,600.00	24.00	\$ 3,600.00	0.00	\$ -	24.00	\$ 3,600.00	\$ 180.00													
A-15	STORM SEWER, TRENCHED, RCP, 15"	LF	608	\$ 75.00	\$ 45,600.00	608.00	\$ 45,600.00	0.00	\$ -	608.00	\$ 45,600.00	\$ 2,280.00													
A-16	STORM SEWER, TRENCHED, RCP, 18"	LF	384	\$ 80.00	\$ 30,720.00	384.00	\$ 30,720.00	0.00	\$ -	384.00	\$ 30,720.00	\$ 1,536.00													
A-17	STORM SEWER, TRENCHED, RCP, 24"	LF	520	\$ 110.00	\$ 57,200.00	520.00	\$ 57,200.00	0.00	\$ -	520.00	\$ 57,200.00	\$ 2,860.00													
A-18	STORM SEWER, TRENCHED, RCP, 30"	LF	64	\$ 154.00	\$ 9,856.00	64.00	\$ 9,856.00	0.00	\$ -	64.00	\$ 9,856.00	\$ 492.80													
A-19	REMOVAL OF STORM SEWER, PVC, 8"	LF	26	\$ 10.00	\$ 260.00	26.00	\$ 260.00	0.00	\$ -	26.00	\$ 260.00	\$ 13.00													
A-20	REMOVAL OF STORM SEWER, PVC, 8"	LF	16	\$ 10.00	\$ 160.00	16.00	\$ 160.00	0.00	\$ -	16.00	\$ 160.00	\$ 8.00													
A-21	REMOVAL OF STORM SEWER, VCP, 10"	LF	106	\$ 10.00	\$ 1,060.00	106.00	\$ 1,060.00	0.00	\$ -	106.00	\$ 1,060.00	\$ 53.00													
A-22	REMOVAL OF STORM SEWER, VCP, 10"	LF	210	\$ 10.00	\$ 2,100.00	210.00	\$ 2,100.00	0.00	\$ -	210.00	\$ 2,100.00	\$ 105.00													
A-23	REMOVAL OF STORM SEWER, VCP, 12"	LF	317	\$ 10.00	\$ 3,170.00	317.00	\$ 3,170.00	0.00	\$ -	317.00	\$ 3,170.00	\$ 158.50													
A-24	REMOVAL OF STORM SEWER, RCP, 15"	LF	32	\$ 10.00	\$ 320.00	32.00	\$ 320.00	0.00	\$ -	32.00	\$ 320.00	\$ 16.00													
A-25	REMOVAL OF STORM SEWER, RCP, 18"	LF	176	\$ 10.00	\$ 1,760.00	176.00	\$ 1,760.00	0.00	\$ -	176.00	\$ 1,760.00	\$ 88.00													
A-26	STORM SEWER ABANDONMENT, FILL AND PLUG	LF	1851	\$ 24.00	\$ 44,424.00	1,851.00	\$ 44,424.00	0.00	\$ -	1,851.00	\$ 44,424.00	\$ 2,221.20													
A-27	SUBRAIN, TYPE 1, PVC, 6"	EA	8	\$ 600.00	\$ 4,800.00	8.00	\$ 4,800.00	0.00	\$ -	8.00	\$ 4,800.00	\$ 240.00													
A-28	FOOTING DRAIN COLLECTOR, PERFORATED PVC, 8"	EA	14	\$ 300.00	\$ 4,200.00	14.00	\$ 4,200.00	0.00	\$ -	14.00	\$ 4,200.00	\$ 210.00													
A-29	SUBRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	142	\$ 100.00	\$ 14,200.00	142.00	\$ 14,200.00	0.00	\$ -	142.00	\$ 14,200.00	\$ 710.00													
A-30	SUBRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	360	\$ 40.00	\$ 14,400.00	360.00	\$ 14,400.00	0.00	\$ -	360.00	\$ 14,400.00	\$ 720.00													
A-31	WATER MAIN, TRENCHED, PVC, 8"	LF	960	\$ 10.00	\$ 9,600.00	960.00	\$ 9,600.00	0.00	\$ -	960.00	\$ 9,600.00	\$ 480.00													
A-32	WATER MAIN, TRENCHED, PVC, 10"	LF	821	\$ 60.00	\$ 49,260.00	821.00	\$ 49,260.00	0.00	\$ -	821.00	\$ 49,260.00	\$ 2,463.00													
A-33	WATER MAIN, TRENCHLESS, PVC, RESTRAINED JOINT, 8"	LF	173	\$ 125.00	\$ 21,625.00	173.00	\$ 21,625.00	0.00	\$ -	173.00	\$ 21,625.00	\$ 1,081.25													
A-34	WATER MAIN, TRENCHLESS, PVC, RESTRAINED JOINT, 10"	LF	515	\$ 155.00	\$ 79,625.00	515.00	\$ 79,625.00	0.00	\$ -	515.00	\$ 79,625.00	\$ 3,981.25													
A-35	FITTINGS, DUCTILE IRON, MECHANICAL JOINT, BY WEIGHT	LB	9070	\$ 14.00	\$ 126,980.00	9,070.00	\$ 126,980.00	0.00	\$ -	9,070.00	\$ 126,980.00	\$ 6,349.00													
A-36	WATER SERVICE STUB	EA	15	\$ 2,400.00	\$ 36,000.00	15.00	\$ 36,000.00	0.00	\$ -	15.00	\$ 36,000.00	\$ 1,800.00													
A-37	WATER SERVICE PIPE, COPPER 1"	LF	503	\$ 10.00	\$ 5,030.00	503.00	\$ 5,030.00	0.00	\$ -	503.00	\$ 5,030.00	\$ 251.50													
A-38	VALVE, GATE, 8"	EA	7	\$ 3,100.00	\$ 21,700.00	7.00	\$ 21,700.00	0.00	\$ -	7.00	\$ 21,700.00	\$ 1,085.00													
A-39	VALVE, GATE, 10"	EA	9	\$ 4,000.00	\$ 36,000.00	9.00	\$ 36,000.00	0.00	\$ -	9.00	\$ 36,000.00	\$ 1,800.00													
A-40	VALVE, INSERTION, 4"	EA	1	\$ 11,300.00	\$ 11,300.00	1.00	\$ 11,300.00	0.00	\$ -	1.00	\$ 11,300.00	\$ 565.00													
A-41	VALVE, INSERTION, 6"	EA	1	\$ 13,800.00	\$ 13,800.00	1.00	\$ 13,800.00	0.00	\$ -	1.00	\$ 13,800.00	\$ 690.00													
A-42	VALVE, INSERTION, 8"	EA	1	\$ 14,800.00	\$ 14,800.00	1.00	\$ 14,800.00	0.00	\$ -	1.00	\$ 14,800.00	\$ 740.00													
A-43	VALVE, INSERTION, 10"	EA	1	\$ 19,000.00	\$ 19,000.00	1.00	\$ 19,000.00	0.00	\$ -	1.00	\$ 19,000.00	\$ 950.00													
A-44	FIRE HYDRANT ASSEMBLY	EA	4	\$ 3,800.00	\$ 15,200.00	4.00	\$ 15,200.00	0.00	\$ -	4.00	\$ 15,200.00	\$ 760.00													
A-45	SANITARY SEWER MANHOLE, SW-301, 48"	EA	4	\$ 3,000.00	\$ 12,000.00	4.00	\$ 12,000.00	0.00	\$ -	4.00	\$ 12,000.00	\$ 600.00													
A-46	STORM SEWER MANHOLE, SW-401, 48"	EA	2	\$ 5,000.00	\$ 10,000.00	2.00	\$ 10,000.00	0.00	\$ -	2.00	\$ 10,000.00	\$ 500.00													
A-47	STORM SEWER MANHOLE, SW-401, 60"	EA	2	\$ 8,000.00	\$ 16,000.00	2.00	\$ 16,000.00	0.00	\$ -	2.00	\$ 16,000.00	\$ 800.00													
A-48	STORM SEWER MANHOLE, SW-401, 72"	EA	1	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	\$ 500.00													
A-49	STORM SEWER INTAKE, SW-501	EA	6	\$ 3,000.00	\$ 18,000.00	6.00	\$ 18,000.00	0.00	\$ -	6.00	\$ 18,000.00	\$ 900.00													
A-50	STORM SEWER INTAKE, SW-508, MODIFIED	EA	1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	\$ 250.00													
A-51	STORM SEWER INTAKE, SW-505	EA	8	\$ 9,000.00	\$ 72,000.00	8.00	\$ 72,000.00	0.00	\$ -	8.00	\$ 72,000.00	\$ 3,600.00													
A-52	STORM SEWER INTAKE, SW-512, 24"	EA	6	\$ 2,400.00	\$ 14,400.00	6.00	\$ 14,400.00	0.00	\$ -	6.00	\$ 14,400.00	\$ 720.00													
A-53	MANHOLE ADJUSTMENT, MINOR (CO#1)	EA	1	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	\$ 100.00													
A-54	CONNECTION TO EXISTING INTAKE	EA	3	\$ 2,400.00	\$ 7,200.00	3.00	\$ 7,200.00	0.00	\$ -	3.00	\$ 7,200.00	\$ 360.00													
A-55	REMOVE MANHOLE	EA	3	\$ 1,000.00	\$ 3,000.00	3.00	\$ 3,000.00	0.00	\$ -	3.00	\$ 3,000.00	\$ 150.00													

A-59	REMOVE INTAKE	EA	14	\$	1,000.00	\$	11,000.00	\$	11.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	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▶ 5525 Merle Hay Road | Suite 200
Johnston, IA 50131
Main 515.278.2913 + Fax 713.965.0044
▶ HRGREEN.COM

May 21, 2025

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

Re: Nevada WWTF Improvements – Phase 4: Recommendation on Contractor's Application for Payment No. 19

Dear Jordan:

Attached is an electronic copy of Payment Application No. 19 from OnTrack Construction, LLC for the Nevada WWTF Improvements – Phase 4 project. Items included in this application are summarized as follows:

- **Division 11 – Miscellaneous:** Handhole, Installed; UG Fiber Optic, Installed; Aerial Fiber Optic Cable, Installed; Guy and Anchor, Installed; Riser, Installed; Pole, Installed.
- **Change Order #3**

Based on the above, the total for Pay Application No. 19 is \$101,436.11.

As of this Pay Application, OnTrack Construction, LLC has been paid approximately 99% of the contract.

As of this Pay Application all of the contract time has been used. OnTrack Construction, LLC has completed nearly all work with the exception of tracer wire station installation. Final fiber optic installation was delayed due to the delays with Phase 3. Communications between Phase 2 and 3 is now complete at this time. As previously noted, HRG will forward our recommendation for final adjustment of the contract completion date under separate cover.

We have reviewed Payment Application No. 19 and find the requested items acceptable. Therefore, we recommend full payment of Payment Application No. 19 as submitted by OnTrack Construction, LLC. Please execute the pay application and distribute copies to all parties.

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

Sincerely,
HR GREEN, INC.

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

Michael Roth, P.E.

Project Manager

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

Contractor's Application for Payment

Owner:	<u>City of Nevada</u>	Owner's Project No.:	<u> </u>
Engineer:	<u>HR Green</u>	Engineer's Project No.:	<u>160473</u>
Contractor:	<u>On Track Construction</u>	Contractor's Project No.:	<u>2217NV</u>
Project:	<u>Nevada WWTF Improvements - Phase 4</u>		
Contract:	<u>Forcemain, Gravity Sewer & Fiber Installation</u>		
Application No.:	<u>19</u>	Application Date:	<u>5/20/2025</u>
Application Period:	From <u>4/11/2024</u>	to <u>5/20/2025</u>	

1. Original Contract Price	\$	<u>7,414,414.00</u>
2. Net change by Change Orders	\$	<u>286,777.69</u>
3. Current Contract Price (Line 1 + Line 2)	\$	<u>7,701,191.69</u>
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	<u>7,643,970.44</u>
5. Retainage		
a. <u>5%</u> X \$ <u>145,601.00</u> Work Completed - Stored	\$	<u>7,280.05</u>
b. <u>5%</u> X \$ <u>-</u> Stored Materials	\$	<u>-</u>
c. Total Retainage (Line 5.a + Line 5.b)	\$	<u>7,280.05</u>
6. Amount eligible to date (Line 4 - Line 5.c)	\$	<u>7,636,690.39</u>
7. Less previous payments (Line 6 from prior application)	\$	<u>7,535,254.28</u>
8. Amount due this application	\$	<u>101,436.11</u>
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	<u>64,501.30</u>

Contractor's Certification

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Matt Runge On Track Construction, LLC
Signature: [Signature] **Date:** 5/21/2025

Recommended by Engineer

By: [Signature]
Title: Project Manager
Date: 5/21/25

Approved by Owner

By:
Title:
Date:

Approved by Funding Agency

By:
Title:
Date:

By:
Title:
Date:

Contractor's Application for Payment

Owner:	City of Nevada	Owner's Project No.:	100373
Engineer:	HG Green	Engineer's Project No.:	7213N7
Contractor:	US Truck Construction	Contractor's Project No.:	
Project:	Nevada WWTP Improvements - Phase 1		
Contract:	Fortran WWTP Sewer & Effluent Installation		

Application No.	39	Application Period	From 04/22/24 to 05/20/25	Application Date	05/20/25
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[illegible]

From Pay-App #1187

Sl. No.	Particulars	Estimated Quantity	Estimated Unit Price	Estimated Amount	Value of Work Completed to Date	Value of Work Completed to Date (Rs. Cr.)
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Application Date:

Work Completed and Materials Stored to Date (N + 1)(5)

Stored Materials Summary

Owner:	City of Nevada	Owner's Project No.:	
Engineer:	HR Green	Engineer's Project No.:	150473
Contractor:	On Track Construction	Contractor's Project No.:	2217NV
Project:	Nevada WWTF Improvements - Phase 4		
Contract:	Forcemain, Gravity Sewer & Fiber Installation		

Application No.: 19			Application Period: From				04/11/24		to		05/20/25		Application Date:			
A	B	C	D	E	F	G	H	I	J	K	L	M				
Item No. (Upp/Sun/Tab) or Ref Item No. (Unit/Item/Tab)	Supplier Invoice No.	Submitted No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No./When Materials Placed in Storage	Previous Amount Stored (5)	Materials Stored Amount Stored this Period (6)	Amount Stored to Date (6+H) (7)	Amount Previously Incorporated in the Work (8)	Amount Incorporated in the Work this Period (9)	Total Amount Incorporated in the Work (1+K) (14)	Materials Remaining in Storage (4-L) (15)				
12	C512448	4010-1	15" A2000 PIPE & ACC, 400 FT	CITY YARD	1	8,393.00		8,393.00			8,393.00					
13	C512448	4010-1	15" A2000 PIPE & ACC, 1132 FT	CITY YARD	1	23,015.24		23,015.24			23,015.24					
18	C512449	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00		84,600.00			84,600.00					
18	R387174	4010-2	14" C900 RJ, 40' PCS, 640 FT	CITY YARD	1	45,120.00		45,120.00			45,120.00					
17	R387174	4010-2	14" C900 RJ, 20' PCS, 480 FT	CITY YARD	1	40,080.00		40,080.00			40,080.00					
17	R387174	4010-2	14" C900 RJ, 28' PCS, 1200 FT	CITY YARD	1	100,200.00		100,200.00			100,200.00					
19	R387212	4010-2	14" C900 RJ, 20' PCS, 1200 FT	CITY YARD	1	100,200.00		100,200.00			100,200.00					
18	R387217	4010-2	14" C900 RJ, 40' PCS, 400 FT	CITY YARD	1	2,820.00		2,820.00			2,820.00					
17	R387317	4010-2	14" C900 RJ, 20' PCS, 300 FT	CITY YARD	1	25,050.00		25,050.00			25,050.00					
18	R387217	4010-2	14" C900 RJ, 20' PCS, 600 FT	CITY YARD	1	50,100.00		50,100.00			50,100.00					
18	R389262	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00		84,600.00			84,600.00					
18	R389276	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00		84,600.00			84,600.00					
18	R389284	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00		84,600.00			84,600.00					
18	R389592	4010-2	14" C900 RJ, 40' PCS, 1200 FT	CITY YARD	1	84,600.00		84,600.00			84,600.00					
19	P0094477	3020-1	24" CASING, 480 FT	ON TRACK YARD	1	28,560.00		28,560.00			28,560.00					
33	P0094473	3020-1	24" CASING, 480 FT	ON TRACK YARD	1	28,560.00		28,560.00			28,560.00					
19	P0094470	3020-1	24" CASING, 600 FT	ON TRACK YARD	1	70,200.00		70,200.00			70,200.00					
19	P0094494	3020-1	24" CASING, 220 FT	ON TRACK YARD	1	13,090.00		13,090.00			13,090.00					
19	P0094485	3020-1	30" CASING, 80 FT	ON TRACK YARD	1	10,800.00		10,800.00			10,800.00					
32	UPW13636-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	17,986.80		17,986.80			17,986.80					
31	UPW7500-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	9,433.87		9,433.87			9,433.87					
32	UPW7500-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	9,433.87		9,433.87			9,433.87					
33	UPW7500-2	6010-1	PRECAST STRUCTURES	JOBSITE	2	2,913.00		2,913.00			2,913.00					
16	R030166	4010-5	24" DIP PARTS	JOBSITE	2	5,929.13		5,929.13			5,929.13					
18	R030166	4010-6	FITTINGS FOR FOREMAIN	JOBSITE	2	10,781.45		10,781.45			10,781.45					
28	R030166	4010-6	FORCEMAIN FITTINGS	JOBSITE	2	9,810.00		9,810.00			9,810.00					
30	R030166	4010-6	FORCEMAIN FITTINGS	JOBSITE	2	22,933.60		22,933.60			22,933.60					
30	R030166	4010-6	DRIP CONNECTION PARTS	JOBSITE	2	1,805.28		1,805.28			1,805.28					
31	R030166	4010-6	MANHOLE CASTINGS	JOBSITE	2	8,292.85		8,292.85			8,292.85					
31	R030166	4010-2	MANHOLE CASTINGS	JOBSITE	2	7,400.00		7,400.00			7,400.00					
31	R030166	4010-2	MANHOLE CASTINGS	JOBSITE	2	1,375.00		1,375.00			1,375.00					
31	R030166	4010-2	MANHOLE CASTINGS	JOBSITE	2	1,375.00		1,375.00			1,375.00					
33	R030166	4010-2	MANHOLE CASTINGS	JOBSITE	2	687.50		687.50			687.50					
34	R030166	4010-2	MANHOLE CASTINGS	JOBSITE	2	14,437.50		14,437.50			14,437.50					
35	R030166	4010-2	MANHOLE CASTINGS	JOBSITE	2	1,375.00		1,375.00			1,375.00					
19	R619851	3020-2	CASING SPACERS & END SEALS	ON TRACK SHOP	2	43,660.00		43,660.00			43,660.00					
14	R753415	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	537,796.36		537,796.36			537,796.36					
14	R784249	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	282,517.20		282,517.20			282,517.20					
34	R792241	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	78,477.00		78,477.00			78,477.00					
34	R794132	4010-1	30" A2000 SEWER & ADAPTORS	ON TRACK YARD	2	226,013.76		226,013.76			226,013.76					
28	R795100	4010-6	14" MI BENDS, 11.25 DEG (2 EA)	JOBSITE	3	3,610.56		3,610.56			3,610.56					
29	R795100	4010-6	14" MI BENDS, 22.5 DEG (2 EA)	JOBSITE	3	7,093.44		7,093.44			7,093.44					
30	R795100	4010-1	15" x 6" SERVICE FITTING (1 EA)	JOBSITE	3	550.00		550.00			550.00					
19	R846523	3020-2	CASING SPACERS & END SEALS	JOBSITE	3	34,200.00		34,200.00			34,200.00					
34	3846226-00	6010-1	60" PRECAST SAN. MH	JOBSITE	3	7,017.20		7,017.20			7,017.20					
35	3846226-00	6010-1	72" PRECAST SAN. MH	JOBSITE	3	12,191.60		12,191.60			12,191.60					
35	3846226-00	6010-1	60" PRECAST SAN. MH	JOBSITE	3	13,347.36		13,347.36			13,347.36					

Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Nevada	Owner's Project No.:	160473
Engineer:	HR Green	Engineer's Project No.:	2217WV
Contractor:	On Track Construction	Contractor's Project No.:	
Project:	Nevada WWTIP Improvements - Phase 4		
Contract:	Force Main, Gravity Sewer & Fiber Installation		

Application No.:		Application Period:		From:		to:		Application Date:	
39		04/11/24		05/20/25		05/20/25			
A	B	C	D	E	F	G	H	I	J
Item No. (Supply Item No.) or Part Item No. (Unit Price Tab)	Supplier Invoice No.	Material No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored this period (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this period (\$)
34	3856124-00	6010-1	60" PRECAST SAN. MH	JOBSITE	4	21,932.92		21,932.92	
35	3856124-00	6010-1	72" PRECAST SAN. MH	JOBSITE	4	2,869.07		2,869.07	
34	3856148-00	6010-1	60" PRECAST SAN. MH	JOBSITE	4	15,589.05		15,589.05	
35	3856148-00	6010-1	72" PRECAST SAN. MH	JOBSITE	4	8,801.35		8,801.35	
15	R928833	4010-1	30" PVC SEWER PIPE	SHOP EAST YARD	4	6,996.78		6,996.78	
28	R928833	4010-6	FORCE MAIN FITTINGS	SHOP EAST YARD	4	1,805.28		1,805.28	
39	R928833	4010-6	DROP CONNECTION PARTS	SHOP EAST YARD	4	2,300.00		2,300.00	
17	S069026	4010-2	FORCE MAIN MISC. FITTINGS	CITY YARD	4	8,364.40		8,364.40	
34	S069026	6010-2	MANHOLE CASTINGS	JOBSITE	4	875.00		875.00	
30	S069026	4010-6	FORCE MAIN FITTINGS	JOBSITE	4	12,309.99		12,309.99	
34	3868605-00	6010-1	60" PRECAST SAN. MH	JOBSITE	6	25,407.57		25,407.57	
34	3868605-00	6010-1	60" PRECAST SAN. MH	JOBSITE	6	27,388.79		27,388.79	
34	3871823-00	6010-1	60" PRECAST SAN. MH	JOBSITE	7	25,159.19		25,159.19	
34	3874502-00	6010-1	60" PRECAST SAN. MH	JOBSITE	7	3,763.40		3,763.40	
34	3876492-00	6010-1	60" PRECAST SAN. MH	JOBSITE	8	9,830.60		9,830.60	
62	619376725	271523	FIBER MATERIALS	PRICE SHOP	15	38,826.15		38,826.15	
Totals						\$ 2,544,918.24	\$ 2,544,918.24	\$ 2,506,092.09	\$ 38,826.15
									\$ 2,544,918.24

Erin Mousel

From: Braun, David <dbraun@hrgreen.com>
Sent: Tuesday, April 22, 2025 11:51 AM
To: Erin Mousel; Kerin Wright; cmerrigan@constructiowa.com
Cc: Phipps, Mark; Tim Hansen; Ryan Hutton; Kim Johnson
Subject: Nevada, IA - Harrington Park Payment #5
Attachments: PR Form - Nevada HP #5_CERTIFIED.pdf

Warning: Unusual sender <dbraun@hrgreen.com>

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

All,

Please see attached ***Application and Certificate for Payment #5 for the City of Nevada, IA – Harrington Park*** project with signatures and certification. Please reach out with any questions or concerns you may have.

Thank you,

David Braun, PE, ICSD

He/Him

Project Engineer I – Water Resources

HR Green® | Building Communities. Improving Lives.



HRGreen®

5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448

Main 515.278.2913 | **Fax** 713.965.0044 | **Direct** 515.657.5280 | **Cell** 847.922.3567

HRGREEN.COM

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER

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

PROJECT:

Harrington Park

APPLICATION NO:

PERIOD TO:

DISTRIBUTION TO:

OWNER
ENGINEER
CONTRACTOR

FROM CONTRACTOR:

Con-Struct, Inc.
305 South Dayton Avenue
Ames, IA 50010

Engineer:

H.R. Green, Inc.
5525 Merle Hay Rd Ste 200
Johnston, IA 50131

PROJECT NO:

CONTRACT DATE: 6/3/2024

CONTRACT FOR: Infrastructure Reconstruction

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER				
TOTAL			\$0.00	\$0.00
APPROVED THIS MONTH				
NUMBER	DATE	APPROVED		
TOTALS			\$0.00	\$0.00

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA G703, is attached.

- | | | |
|--|-------------|--------------|
| 1. ORIGINAL CONTRACT SUM | | \$289,969.50 |
| 2. Net change by Change Orders | | \$101,211.30 |
| 3. CONTRACT SUM TO DATE..... | | \$391,180.80 |
| 4. TOTAL COMPLETED & STORED TO DATE | | \$387,241.12 |
| (Column G on G703) | | |
| 5. RETAINAGE: | | |
| a. <u>5%</u> of completed work | \$19,362.06 | |
| (Column D + E on G703) | | |
| b. <u>5%</u> of stored material | \$0.00 | |
| (Column F on G703) | | |
| 6. TOTAL EARNED LESS RETAINAGE | | \$367,879.05 |
| (Line 4 less Line 5 Total) | | |
| 7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) | | \$293,161.56 |
| 8. CURRENT PAYMENT DUE | | \$74,717.50 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE | | \$23,301.74 |
| (Line 3 less Line 6) | | |

CONTRACTOR: Con-Struct, Inc.

BY: W. L. Rasmussen DATE: 7/18/2025

CERTIFICATE FOR PAYMENT

in accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Undersigned certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$74,717.50

(Attach explanation if amount certified differs from the amount applied for)

By:  Date: 4/22/2025

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

Mavor: _____ Date: _____

Contractor's Monthly Payment Estimate

Owner: City of Newark, NJ
 Central Business District Infrastructure Improvement Project
 Contractor: Cops Street, Inc

Estimate No. 5 Date: 4/26/2025

Period Ending: 4/30/2025

CONTRACT												
NO.	ITEM	UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETED TO DATE	\$ AMOUNT TO DATE	RETAINAGE
1	MOBILIZATION	LS	1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	\$ -	1.00	\$ 5,000.00	\$ 250.00
2	CONSTRUCTION SURVEY	LS	1	\$ 2,100.00	\$ 2,100.00	1.00	\$ 2,100.00	-	\$ -	1.00	\$ 2,100.00	\$ 105.00
3	COMPACTATION TESTING	LS	1	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00	-	\$ -	1.00	\$ 1,400.00	\$ 70.00
4	EXCAVATION, CLASS 1B	CY	14.759	\$ 11.00	\$ 162,349.00	14.759	\$ 162,349.00	-	\$ -	14.759	\$ 162,349.00	\$ 8,117.45
5	TOPSOIL, ON-SITE, STRIP, SALVAGE, AND SPREAD, 8 INCHES	CY	7.190	\$ 6.00	\$ 43,140.00	7.190	\$ 43,140.00	-	\$ -	7.190	\$ 43,140.00	\$ 2,157.00
6	CLEARING-AND GRUBBING	LS	1	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	-	\$ -	1.00	\$ 1,500.00	\$ 75.00
7	INTAKE ADJUSTMENT MINOR	EA	1	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	-	\$ -	1.00	\$ 1,500.00	\$ 75.00
8	INTAKE ADJUSTMENT MAJOR	EA	1	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 100.00
9	TRAFFIC CONTROL	LS	1	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	-	\$ -	1.00	\$ 3,000.00	\$ 150.00
10	SEEDING AND FERTILIZING, TEMPORARY	AC	7.18	\$ 750.00	\$ 5,385.00	7.18	\$ 5,385.00	-	\$ -	7.18	\$ 5,385.00	\$ 269.25
11	Item removed by Addendum #1				\$ -	0.00	\$ -	-	\$ -	0.00	\$ -	\$ -
12	Item removed by Addendum #1				\$ -	0.00	\$ -	-	\$ -	0.00	\$ -	\$ -
13	SWPPP MANAGEMENT	LS	1	\$ 3,300.00	\$ 3,300.00	0.50	\$ 1,650.00	0.50	\$ 1,650.00	1.00	\$ 3,300.00	\$ 165.00
14	TEMPORARY REDCP, TYPE 1A	SY	34.751	\$ 1,110	\$ 38,226.50	34.751	\$ 38,226.50	-	\$ -	34.751	\$ 38,226.50	\$ 1,911.31
15	CHECK DAM, ROCK	TON	120	\$ 70.00	\$ 8,400.00	111.27	\$ 7,788.90	-	\$ -	111.27	\$ 7,788.90	\$ 389.45
16	EMERGENCY SPILLWAY, ROCK	TON	35	\$ 74.00	\$ 2,590.00	13.83	\$ 1,027.12	-	\$ -	13.83	\$ 1,027.12	\$ 51.36
17	SILT FENCE	LF	1,435	\$ 2.10	\$ 3,013.50	430.00	\$ 903.00	-	\$ -	430.00	\$ 903.00	\$ 45.15
18	SILT FENCE, REMOVAL OF SEDIMENT	LF	1,435	\$ 0.10	\$ 143.50	0.00	\$ -	-	\$ -	0.00	\$ -	\$ -
19	SILT FENCE, REMOVAL OF DEVICE	LF	1,435	\$ 0.10	\$ 143.50	430.00	\$ 43.00	-	\$ -	430.00	\$ 43.00	\$ 2.15
20	STABILIZED CONSTRUCTION ENTRANCE	SF	2,500	\$ 2.30	\$ 5,750.00	2,500.00	\$ 5,750.00	-	\$ -	2,500.00	\$ 5,750.00	\$ 287.50
21	INLET PROTECTION DEVICE	EA	4	\$ 210.00	\$ 840.00	4.00	\$ 840.00	-	\$ -	4.00	\$ 840.00	\$ 42.00
22	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$ 25.00	\$ 100.00	0.00	\$ -	-	\$ -	0.00	\$ -	\$ -
23	TEMPORARY FENCE, SNOW FENCE 48"	LF	3,000	\$ 2.80	\$ 8,400.00	3,246.00	\$ 9,088.80	-	\$ -	3,246.00	\$ 9,088.80	\$ 454.44
24	TREE AND STUMP REMOVAL	EA	25	\$ 877.24	\$ 21,931.00	29.00	\$ 25,438.00	-	\$ -	29.00	\$ 25,438.00	\$ 895.00
110	MOBILIZATION	LS	1	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ 250.00
120	RELOCATE WATER SERVICE	LS	1	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ 750.00
130	RELOCATE SANITARY SERVICE WITH PUMP & FORCE MAIN	LS	1	\$ 51,500.00	\$ 51,500.00	0.00	\$ -	1.00	\$ 51,500.00	1.00	\$ 51,500.00	\$ 2,575.00
140	SEEDING AND MULCHING, TEMPORARY	LS	1	\$ 3,500.00	\$ 3,500.00	0.00	\$ -	1.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ 175.00
	TOTAL				\$ 391,180.80		\$ 303,391.12		\$ 87,789.68		\$ 478,980.80	\$ 23,962.06

Date: May 21, 2025

COUNCIL ACTION FORM

Agenda Item: SRF Sponsored Project D – Harrington Park Permanent Seeding

History:

The final piece to finish the SRF Sponsored Project for Harrington Park is the permanent seed establishment. HRG prepared information for competitive quotes to secure pricing. Information was sent to 5 contractors, with 3 submitting quotes.

This work is a quick turn around and is set to be completed by June 30th for the proper establishment of the seed mix.

Please find attached the bid tabulation, recommendation from HRG, and SRF documents.

Options:

1. Award project to TK Grading and Seeding at a cost of \$14,450.00.
2. Reject the quotes and seek new quotes for a dormant seed this fall.
3. Reject the quotes and seek new quotes for a spring seeding in 2026.

Staff Recommendation:

1. HRG and staff recommend accepting Option #1: Award project to TK Grading and Seeding at a cost of \$14,450.00.

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



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

5/21/2025

City of Nevada
1209 6th Street
Nevada, Iowa 50201

Re: Recommendation for Project Award – Harrington Park Permanent Vegetation Establishment (Project D)

Dear City of Nevada,

We have thoroughly reviewed the submitted bid documents for the Harrington Park Permanent Vegetation Establishment (Project D), as well as the tabulation of all the bids received.

After careful evaluation, it is our recommendation that the project be awarded to **TK Grading & Seeding, LLC** whose bid was lowest of the three bids received and meets all required criteria and is in compliance with the specifications outlined in the project documents. The total bid amount submitted by TK Grading & Seeding, LLC, is **\$14,450.00**.

We trust that this recommendation aligns with the objectives of the project and that the award of this contract to TK Grading & Seeding, LLC, will result in a successful and efficient execution of the project.

Please feel free to contact me if you have any questions or require further information.

Thank you for your attention to this matter. We look forward to your confirmation and approval of this recommendation.

Sincerely,

HR GREEN, INC.

A handwritten signature in blue ink, appearing to read 'Mark Phipps', written over a horizontal line.

Mark Phipps, PE, CFM, CPESC
Regional Manager



**Bid Tabulation for Permanent Seeding and Maintenance – Harrington Park
May 21, 2025**

ITEM NO.	BID ITEM	QTY	UNITS	ENGINEER'S ESTIMATE			TK GRADING & SEEDING, LLC			ALPHA LANDSCAPES, LLC			RW EXCAVATING SOLUTIONS		
				UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE
1	MOBILIZATION	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
2	SEEDING AND MULCHING, IOWA STORMWATER MANAGEMENT MANUAL MIX #5 MESIC PRAIRIE	2.6	AC	\$ 5,500.00	\$ 14,300.00	\$ 2,750.00	\$ 2,750.00	\$ 7,150.00	\$ 5,300.00	\$ 13,780.00	\$ 13,780.00	\$ 13,000.00	\$ 33,800.00	\$ 33,800.00	\$ 33,800.00
3	SEEDING AND MULCHING, IOWA STORMWATER MANAGEMENT MANUAL MIX #9 WET PRAIRIE	1.2	AC	\$ 5,500.00	\$ 6,600.00	\$ 2,750.00	\$ 2,750.00	\$ 3,300.00	\$ 6,700.00	\$ 8,040.00	\$ 8,040.00	\$ 11,000.00	\$ 13,200.00	\$ 13,200.00	\$ 13,200.00
4	WARRANTY, 3 YEAR ESTABLISHMENT AND MAINTENANCE	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,550.00	\$ 9,550.00	\$ 9,550.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00
				TOTAL \$ 24,900.00			TOTAL \$ 14,450.00			TOTAL \$ 34,870.00			TOTAL \$ 87,000.00		

**SRF Front-End Specifications
FOR NONPOINT SOURCE & SPONSORED PROJECTS**



PLEASE NOTE: Attachment 5 is a new program requirement and is effective for all SRF projects bid after January 2021.

- Attachment 1: Certification of Non-Segregated Facilities Form
- Attachment 2: Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form
- Attachment 3: Other Federal Requirements Language
- A. Standard Equal Employment Opportunity Specifications
 - B. Preservation of Open Competition and Government Neutrality
 - C. Historical and Archeological Finds
 - D. Prohibitions on Procurement from Violating Facilities
- Attachment 4: Right of Entry and Records Retention
- Attachment 5: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

**NOTE: Attachments 1, 2, and 5 must be signed
by the Prime Contractor and submitted with the bid.**

Attachment 1
SRF Required Front-End Specifications

This form must be signed by the Prime Contractor and submitted with the bid.

U.S. Environmental Protection Agency
Certification of Non-Segregated Facilities

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Tyler Knudsen
Signature

5-21-25
Date

Tyler Knudsen - owner
Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EPA-7 5720-4.2

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Attachment 2
SRF Required Front-End Specifications

This form must be signed by the Prime Contractor and submitted with the bid.

Debarments and Suspensions

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://www.sam.gov/SAM/>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460

**Certification Regarding Debarment, Suspension, and
Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Tyler Knudsen - owner

Typed Name & Title of Authorized Representative

Tyler Knudsen

Signature of Authorized Representative

5-21-25

Date

☐ I am unable to certify to the above statements. My explanation is attached.

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Attachment 3
SRF Required Front-End Specifications

Other Federal Requirements Language

A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origin in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 6-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employee in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a

Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor employees are assigned to work. The Contractor, where possible will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's effort, to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The

Contractor shall provide notice of these programs to the source compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Register, Vol. 43, No. 68 - Friday, April 7, 1978 (Corrected May 5, 1978).

Effective Date: May 8, 1978

Federal Register, Vol. 45, No. 194, Paragraph 4, revised October 3, 1980

Effective Date: September 30, 1980

APPENDICES A and B-80

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offerors or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
(See Appendix B-80 and Appendix A Below)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and in the regulations in 41 CFR Part 60—4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60—4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60—4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer Identification number of the subcontractor, estimated dollar amount of the subcontract, and the geographical area in which the subcontract is to be performed.

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4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (State of Iowa).

APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Timetable Goals (percent)

From Apr. 1, 1978 until March 31, 19793.1

From Apr. 1, 1979 until March 31, 19805.0

From Apr. 1, 1980 until March 31, 19816.9

Published, Federal Register May 5, 1978

APPENDIX B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work in a Federal, federally assisted or nonfederally related project, contract or subcontract. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60—4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA of EA goal contained in this appendix B-80.

Economic Areas

State: Iowa	Goal %
096 Dubuque IA:	
SMSA Counties:	
2200 Dubuque, IA	0.6
IA Dubuque	
Non-SMSA	
Counties	0.5
IA Allamakee, IA Clayton, IA Delaware, IA, Jackson IA, Winneshiek	
099 Davenport Rock Island Moline, IA-IL:	
SMSA Counties:	
1960 Davenport Rock Island Moline, IA-IL	4.6
IL Henry, IL Rock Island Moline, IA Scott	
Non-SMA	
Counties	3.4
IL Carroll, IL Hancock, IL Henderson, IL ,Mercer, IL Whiteside, IA Clinton, IA Des Moines, IA Henry, IA Lee, IA Louisa, IA, Muscatine, MO Clark	
100 Cedar Rapids, IA:	
SMSA Counties:	
1360 Cedar Rapids, IA	1.7
IA Linn	
Non-SMSA Counties	1.5
IA Benton, IA Cedar, IA Iowa, IA Johnson, IA, Jones, IA, Washington	
101 Waterloo, IA:	
SMSA Counties:	
8920 Waterloo-Cedar Falls, IA	4.7
IA Black Hawk	
Non-SMSA Counties	2.0
IA Bremer, IA Buchanan, IA Butler, IA Cerro Gordo, IA Chickasaw, IA Fayette, IA Floyd, IA Franklin, IA Grundy, IA Hancock, IA Hardin, IA Howard, IA Mitchell, IA Winnebago, IA Worth	
102 Fort Dodge, IA:	
Non-SMSA Counties	0.4
IA Buena Vista, IA Calhoun, IA Carroll, IA Clay, IA Dickinson, IA Emmet, IA Greene, IA Hamilton, IA Humboldt, IA Kossuth, IA Palo Alto, IA Pocahontas, IA Sac, IA Webster, IA Wright	
103 Sioux City, IA:	
SMSA Counties:	
7720 Sioux City, IA-NE	1.9
IA Woodbury, NE Dakota	

Non-SMSA Counties	1.2
IA Cherokee, IA Crawford, IA Ida, IA Monona, IA O'Brien, IA Plymouth, IA Sioux, NE Antelope, NE Cedar, NE Cuming, NE Dixon, NE Knox, NE Madison, NE Pierce, NE Stanton, NE Thurston, NE Wayne, SD Bon Homme, SD Clay, SD Union, SD Yankton	
104 Des Moines, IA:	
SMSA Counties:	
2120 Des Moines, IA	4.5
IA Polk, IA Warren	
Non SMSA Counties:	2.4
IA Adair, IA Appanoose, IA Boone, IA Clarke, IA Dallas, IA Davis, IA Decatur, IA Guthrie, IA Jasper, IA Jefferson, IA Keokuk, IA Lucas, IA Madison, IA Mahaska, IA Marion, IA Marshall, IA Monroe, IA Poweshiek, IA Ringgold, IA Story, IA Tama, IA Union, IA Van Buren, IA Wapello, IA Wayne	
143 Omaha, NE:	
SMSA Counties:	
5920 Omaha, NE-IA	7.6
IA Pottawattamie, NE Douglas, NE Sarpy	
Non-SMSA Counties	5.3
IA Adams, IA Audubon, IA Cass, IA Fremont, IA Harrison, IA Mills, IA Montgomery, IA Page, IA Shelby, IA Taylor, NE Burt, NE Cass, NE Colfax, NE Dodge, NE Platte, NE Saunders, NE Washington	

Published, Federal Register October 3, 1980

B. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects (Executive Order 13202, as amended by Executive Order 13208)

Executive Order 13202, signed February 17, 2001 and amended April 4, 2001, requires all executive agencies that issue grants to ensure Government neutrality toward contractors' labor relations. This applies to recipients of SRF assistance. The Executive Order prohibits discrimination against contractors and their employees in construction contracts based upon labor affiliation or lack thereof.

SRF assistance recipients and any construction managers acting on their behalf must ensure that bidding specifications, project agreements, and other controlling documents do not require, prohibit, or otherwise discriminate, with respect to labor affiliation or lack thereof.

C. Historical and Archeological Finds

If, during the course of construction, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The owner shall then notify the State Revolving Fund Environmental Review Specialist, who shall in turn notify the State Historic Preservation Office. The SRF shall consult with the SHPO and other interested parties

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to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the SRF Environmental Review Specialist determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and 36 CFR Part 800. If human remains are discovered then state law also applies IC 263B.

D. Prohibitions on Procurement from Violating Facilities (Section 306, Clean Air Act; Section 508, Clean Water Act; Executive Order 11738)

Both the Clean Water Act and the Clean Air Act prohibit federal agencies from extending assistance by way of loans or contracts to persons who have been convicted of violations of either law. Executive Order 11738 was issued to coordinate enforcement by the U.S. Environmental Protection Agency, which shall designate facilities which have given rise to a conviction for an offense under the criminal provisions of the Clean Air Act and the Clean Water Act.

The Executive Order also prohibits agencies from extending assistance to facilities that are not in compliance with either Act.

SRF assistance recipients may not procure goods, services, or materials from suppliers listed by the EPA as violators.

The Excluded Parties Listing search engine is located at the System for Award Management (SAM) website: <https://www.sam.gov/SAM/>.

Attachment 4
SRF Required Front-End Specifications

Right of Entry and Records Retention

The recipient shall provide access at all times for the Department of Natural Resources, the Iowa Finance Authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes for a period of three years after the date of last loan payment. The same access to the project site(s) shall be provided for inspection purposes.

567 Iowa Administrative Code paragraph 92.8(2).e. State inspections. Personnel of the department shall have the right to examine all construction aspects of the project, including materials and equipment delivered and stored on site for use on the project.

Attachment 5
SRF Required Front-End Specifications

This form must be signed by the Prime Contractor and submitted with the bid.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

- (a) Procure or obtain, extend or renew a contract to procure or obtain;
- (b) Enter into a contract (or extend or renew a contract) to procure; or
- (c) Obtain the equipment, services, or systems that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the [System for Award Management](https://www.sam.gov/SAM/) exclusion list, website: <https://www.sam.gov/SAM/>.

(1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:

- (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- (i) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.

Tyler Knudsen - owner
Typed Name & Title of Authorized Representative

Tyler Kn
Signature of Authorized Representative

5-21-25

Date

October 2022

RESOLUTION NO. 091 (2024/2025)

**A RESOLUTION APPROVING NEVADA DTR FAÇADE IMPROVEMENT PROJECT
(CDBG) AGREEMENT BETWEEN CITY OF NEVADA, IOWA AND
CURTIS ARCHITECTURE & DESIGN PC**

WHEREAS, the City of Nevada, Iowa (Owner), desires to enter into an agreement with Curtis Architecture & Design PC (Architect); and

WHEREAS, the City of Nevada, Iowa, wishes to enlist the Architect to provide professional services including design, construction drawings, specifications, bidding, and project observation for 8 downtown addresses/buildings facades; and

WHEREAS, the City of Nevada, Iowa desires to enter into an agreement with Curtis Architecture & Design PC outlined in Exhibit A; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Nevada DTR Façade Improvement Project (CDBG) Agreement with Curtis Architecture & Design PC. The Mayor or City Clerk is authorized to execute the agreement on behalf of the City.

Passed this 27th day of May, 2025.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

DRAFT AIA® Document B101® - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 9th day of June in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of Nevada, Iowa »« »
«1209 6th Street »
«Nevada, Iowa 50201-1536 »
«Contact - Jordan Cook »

and the Architect:
(Name, legal status, address and other information)

«Curtis Architecture & Design PC »« »
«3408 Woodland Ave. suite 302 »
«West Des Moines, Iowa 50266 »
«Contact - Rodney Curtis, AIA »

for the following Project:
(Name, location and detailed description)

«Nevada DTR»
«This Nevada DTR facade improvement project (CDBG) is located in downtown Nevada, Iowa. Professional services include design, construction drawings, specifications, bidding, and project observation for 8 addresses / buildings. Curtis Architecture will attend (as needed) meetings with building owners, IEDA, Iowa State Historical Office, Mid Iowa Planning, and the City of Nevada. Prior designs and cost estimates used for the pre award / application phase will be used for continuing the scope of work under this contract.
Addresses under this scope of work -
1122 6th St., 1110 6th St., 1104 6th St., 1028 6th St., 1032 6th St., 1038 6th St., 526 K Ave., 532 K Ave. in Nevada, IA. »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« This project program is a second phase contract resulting from an IEDA DTR award. Curtis Architecture will perform full architectural services through construction for all building addresses awarded the IEDA DTR grant. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« The project will include restoration of the front façade of select downtown buildings on the West side of 6th St. in Nevada, Iowa. Buildings are within a Historic District. All buildings will require special attention. Work will include, but not be limited to: new storefront window systems, tuckpointing, masonry repair, new upper level windows, and upper level entry doors. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« \$1,430,773.88. »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

« »

- .2 Construction commencement date:

«October / November 2025 »

- .3 Substantial Completion date or dates:

«December 2026 »

- .4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive Bid »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

« Jordan Cook »
« City of Nevada, Iowa »
« 1209 6th Street »
« Nevada Iowa 50201-1536 »
« 515 382-5466 »
« jcook@cityofnevadaiaowa.org »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

«N/A »

2 Civil Engineer:

«N/A»«»
«»
«»
«»

3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

«»

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Rodney L. Curtis, AIA »
«3408 Woodland Ave suite 302 »
«West Des Moines Iowa 50266 »
«515.650-6780 »
«rod.curtis@curtisarchitecture.com »
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

1 Structural Engineer:

« Some structural engineering analysis has been completed during phase 1 on 1028, 1032, 1038, 526, 532 as one building. Curtis Architecture will work with this existing engineer to secure proper construction drawings. There is approx. \$8,000.00 built into the grant for additional structural engineering services on this building, if needed»« »
« Additional structural engineering may be needed if a hidden problem shows up in the construction phase. Curtis Architecture will manage the structural engineering services. The fee for these services will be additional to this contract. All additional fees will be approved by the city of Nevada prior to any work done. »
« »
« »
« »

2 Mechanical Engineer:

«N/A»«»
«»
«»
«»

3 Electrical Engineer:

«N/A»«»

§ 1.1.11.2 Consultants retained under Supplemental Services:

«None at this time»

§ 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~«Two Million»~~ (\$ ~~«2,000,000.00»~~) for each occurrence and ~~«Four Million»~~ (\$ ~~«4,000,000.00»~~) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~«Two Hundred Fifty Thousand»~~ (\$ ~~«250,000.00»~~) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ~~«One Hundred Thousand » (\$ «100,000.00 »)~~ each accident, ~~«One Hundred Thousand » (\$ «100,000.00 »)~~ each employee, and ~~«Five Hundred Thousand » (\$ «500,000.00 »)~~ policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~«One Million » (\$ «1,000,000.00 »)~~ per claim and ~~«One Million » (\$ «1,000,000.00 »)~~ in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations, and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Architect Base Fee
§ 4.1.1.3 Measured drawings	Architect Base Fee

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	Architect per CDBG
§ 4.1.1.5 Site evaluation and planning	Architect Base Fee
§ 4.1.1.6 Building Information Model management responsibilities	3D Modeling via Sketch-Up
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Architect Base Fee
§ 4.1.1.14 Conformed documents for construction	Architect Base Fee
§ 4.1.1.15 As-designed record drawings	Architect per CDBG
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Architect per CDBG
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Mortar Testing (if Req.) by Architect
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.2 Multiple Preliminary Designs have already been completed in Phase I. Minor Changes will be accepted.
 4.1.1.3 Existing building measurement will be provided.
 4.1.1.4 Surveys required by CDBG will be provided.
 4.1.1.5 Site Evaluation based on Facade improvement requirements will be conducted.
 4.1.1.6 3D building renderings for design intent only will be provided. This is not a fully usable BIM model for construction or subcontracting information.
 4.1.1.13 Curtis Architecture will perform onsite observation services during construction.

4.1.1.14 All addendum items will be provided with the overall final set of construction drawings.
4.1.1.15 Final set(s) of bid documents will be provided to all owners.
4.1.1.27 Historic preservation per CDBG award requirements. This is not a full SHPO office approval process.
4.1.1.29 Curtis Architecture will provide mortar sample collection and testing (\$1,000 per test) >

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« None »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.2 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~Two~~ (~~2~~) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~Twelve~~ (~~12~~) visits to the site by the Architect during construction
- .3 ~~Three~~ (~~3~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~Two~~ (~~2~~) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~Twenty-Four~~ (~~24~~) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation,

ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's

budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)



If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«Amount due based on scope of work completed»

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«The balance due plus 50% through the date of termination based upon work completed as detailed in section 11.5»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Insert amount)

«One Hundred Thirty-Five Thousand Six Hundred Ninety-Three Dollars (\$135,693.00) + Mortar Testing (see 11.4 below)»

.2 Percentage Basis

(Insert percentage value)

«» («») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

(Describe the method of compensation)

«»

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«None»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«None»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «» percent («»%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

«\$1,000.00 per mortar test. 6 total tests are expected.»

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Ten»	percent («10»	%)
Design Development Phase	«Thirty»	percent («30»	%)
Construction Documents Phase	«Forty-Five»	percent («45»	%)
Procurement Phase	«Five»	percent («5»	%)
Construction Phase	«Ten»	percent («10»	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« Hourly rates, if needed could change depending on the scope of work and consulting needed »

Employee or Category	Rate (\$0.00)
Architect	\$175.00
Architectural Associate 1	\$135.00
Architectural Associate 2	\$110.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Transportation and authorized out-of-town travel and subsistence;
- 2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- 3 Permitting and other fees required by authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, and standard form documents;
- 5 Postage, handling, and delivery;
- 6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- 7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- 8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- 9 All taxes levied on professional services and on reimbursable expenses;
- 10 Site office expenses;
- 11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- 12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Zero » percent («0 » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «Zero » (\$ «0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of \$ () shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (Thirty) (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5% Monthly %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing

- Iowa Civil Rights Act of 1965.

This Act mirrors the Federal Civil Rights Act.

- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)

Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).

Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.

F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

3. Termination Clause

The contractor agrees that their contract contains a Termination Clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products. The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

8. Build America, Buy America Requirements

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(6) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. Providing administration of the Clean Air and Water Acts

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the text of the Federal Labor Standards Provisions, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

1. AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
2. Building Information Modeling Exhibit, if completed:

☐ N/A


3. Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)



- [] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)



- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)



This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Mayor - City of Nevada, Iowa »« »

(Printed name and title)

ARCHITECT (Signature)

«Rodney L. Curtis »«President - #3913 »

(Printed name, title, and license number, if required)

ORDINANCE NO. 1067 (2024/2025)

AN ORDINANCE AMENDING CHAPTER 62 (GENERAL TRAFFIC REGULATIONS) OF THE CITY CODE TO PROHIBIT THE USE OF ENGINE, COMPRESSION, AIR BRAKES WITHIN THE CITY LIMITS OF NEVADA

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

SECTION 1. SECTION ADDED. The Codes of Ordinances of the City of Nevada is amended by adding a new section to Chapter 62 (General Traffic Regulations); Section 62.13 titled The Use of Engine, Compression, and Air Brakes Prohibited, is hereby adopted to read as follows:

62.13 THE USE OF ENGINE, COMPRESSION, AND AIR BRAKES PROHIBITED.

1. Purpose. The purpose of this ordinance is to provide the City of Nevada residents protection from excessive noise caused by the use of engine brakes, compression brakes, and air brakes within the city limits of Nevada.
2. Definitions.
 - a. "Engine retarding brake" means a "Dynamic Brake", "C-Brake", "Compression Brake", transmission brake or any other engine retarding brake system that alters the normal compression of the engine and subsequently releases that compression in such a manner as to emit more than 80 decibels of noise within/at a distance of/more than 50 feet.
3. Prohibitions. It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within the City of Nevada, any engine retarding brake, compression brake, air brake or mechanical exhaust device designed to aid in the braking or deceleration of any vehicle that results in excessive, loud, unusual or explosive noise from such vehicle, unless such use is necessary to avoid imminent danger/emergency/to avoid injury or accident.
4. Signage. Signs stating "Vehicle Noise Laws Enforced" or "Engine Brake Ordinance Enforced" may be installed at locations deemed appropriate by the City and adjoining jurisdictions to advise motorists of the prohibitions contained in this ordinance.
5. Exceptions. Emergency vehicles shall be exempt from this application of this ordinance.
6. Penalties. The scheduled fine for violation of this section shall be two hundred dollars (\$200.00).

SECTION 2. REPEALER. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. 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.



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

Item # 7A
Date: 5/27/25



MEMORANDUM

To: City Administrator Jordan Cook

FROM: Director of Fire & EMS Ray Reynolds

DATE: April 15, 2025

REF: Proposed Parking Ordinance

Last year the fire department was called to a stove fire at the intersection of 15th Street Place and F Avenue. At the time, parking on both sides of the road prohibited fire apparatus from gaining direct access to the structure during the emergency. There was a response delay as apparatus had to navigate a different street to get close to the structure. The issue was discussed with the council and it was suggested to review the entire city for emergency access and handle all ordinance changes at one time. Limiting parking to only one-side of the street would allow adequate access for emergency vehicles to access homes during an emergency.

The International Fire Code (IFC) Appendix D recommends the minimum width of a fire access road adjacent to the hydrant and/or for aerial fire apparatus use should be 26 feet in width (see below). The codes have recognized 24 feet width to be the minimum acceptable width for a residential road. Many of our roads are 24 feet or less in width.

The ladder truck is 11.5 feet wide, the average car or pickup around 6 feet. In other words, there would be 6 inches between a passing fire truck and two cars if the roadway were 24 feet wide (or 3 inches on each side). During a structure fire, two additional fire departments are paged as automatic aid throughout Story County. It is critical emergency vehicles have access to properties to provide a quick and close response to homes and hydrants. Currently, there are city streets where regular traffic has to navigate cautiously when cars are parked on both sides of the street, let alone a larger fire truck responding to an emergency. Parking on only one side of the street throughout the city offers equity in parking ordinances and allows the city to reduce the risk of an emergency vehicle not being able to travel down a street when 911 is called.

ORDINANCE NO. 1068 (2024/2025)

**AN ORDINANCE AMENDING CHAPTER 69 (PARKING REGULATIONS)
OF THE CITY CODE TO SIMPLIFY NO PARKING IN CITY LIMITS**

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

SECTION 1. SECTION MODIFIED. Chapter 69 (Parking Regulations), Section 69.08 (No Parking Zones) is amended by inserting the following bolded and highlighted language:

69.08 NO PARKING ZONES.

No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.
(Code of Iowa, Sec. 321.236 [1])

- 1. Any avenue, street, or roadway which traffic flows north and south within the city limits shall restrict parking to the West side of the road only. Parking on the East side of the road shall be prohibited and posted with signs.**

Exceptions:

- a. Any street or highway within the city limits that currently prohibits parking on both sides of the roadway.**
- b. Any location in the commercial downtown district with existing designated parking locations that are marked between 5th Street and 7th Street and between I avenue and the north Union Pacific Railroad in the 1400 block.**
- c. The 800 block of 15th Street marked parking in the school zone west of Gates Hall.**
- d. The 800 block of 9th Street marked parking in the school zone west of the elementary school.**
- e. Designated parking spots in the 600 block of 5th Street**
- f. Any roadway or grounds located on private property.**
- g. Any existing marked parking spots adjacent to a commercial business.**

- 2. Any avenue, street, or roadway which traffic flows east and west within the city limits shall restrict parking to the south side of the road only. Parking on the north side of the road shall be prohibited and posted with signs.**

Exceptions:

- a. Any street or highway within the city limits that currently prohibits parking on both sides of the roadway.**
- b. Any location in the commercial downtown district with existing designated parking locations that are marked between 5th Street and 7th Street and between I avenue and the north Union Pacific Railroad in the 1400 block.**
- c. Any roadway or grounds located on private property.**
- d. Any existing marked parking spots adjacent to a commercial business.**

- ~~1. All of S-14 (County Road), from Lincoln Highway to the north City limit.~~
- ~~2. All of First (1st) Street from I Avenue to Lincoln Highway (except during fair time).~~
- ~~3. All of I Avenue from S-14 (County Road) to First (1st) Street, except on the north side of I Avenue from the west line of First (1st) Street, 195 feet west.~~
- ~~4. All of S-14 (County Road), from I Avenue to the south City limit.~~
- ~~5. All of Maple Street from S-14 (County Road) to the west line of Gaslite Third Addition.~~
- ~~6. The east side of West First (1st) Street from Lincoln Highway to M Avenue.~~
- ~~7. The west side of First (1st) Street from H Avenue to I Avenue.~~
- ~~8. The west side of Second (2nd) Street from Lincoln Highway to the south line of N Avenue.~~

~~(Ord. 953 – Jul. 10 Supp.)~~

- ~~9. All of Fifth (5th) Street from F Avenue to G Avenue.~~
- ~~10. All of Fifth (5th) Street from G Avenue to I Avenue.~~
- ~~11. The west side of Fifth (5th) Street from I Avenue to J Avenue (Sunday parking only).~~
- ~~12. The east side of Fifth (5th) Street from Lincoln Highway to N Avenue (funeral parking only).~~
- ~~13. All of Sixth (6th) Street from US Highway 30 to I Avenue.~~

~~(Ord. 939 – Jan. 09 Supp.)~~

- ~~14. The west side of Sixth (6th) Street from the Union Pacific Railroad right-of-way to R Avenue.~~
- ~~15. The east side of Seventh (7th) Street from E Avenue to J Avenue.~~
- ~~16. The west side of Seventh (7th) Street from Lincoln Highway to N Avenue.~~
- ~~17. The west side of Eighth (8th) Street from the West Indian Creek bridge to N Avenue.~~
- ~~17A. The east side of Eighth (8th) Street from the Union Pacific Railroad south tracks right-of-way to E Avenue.~~

~~(Ord. 939 – Jan. 09 Supp.)~~

- ~~18. The west side of Ninth (9th) Street from E Avenue to N Avenue.~~
- ~~19. The west side of Tenth (10th) Street from E Avenue to T Avenue West.~~
- ~~19A. The east side of Tenth (10th) Street from E Avenue to F Avenue (northbound).~~

~~(Ord. 941 – Jan. 09 Supp.)~~

- ~~19B. The east side of Tenth (10th) Street from H Avenue (east) intersection to 110 feet south of the intersection.~~

~~(Ord. 944 – Jul. 09 Supp.)~~

- ~~20. The east side of Tenth (10th) Street from H Avenue (east) to J Avenue.~~
- ~~21. All of Eleventh (11th) Street and South Eleventh (11th) Street from the Union Pacific Railroad south track right-of-way to the south City limits.~~

~~(Ord. 939 – Jan. 09 Supp.)~~

- ~~22. The east side of Eleventh (11th) Street from the Union Pacific Railroad south track right-of-way to the north line of G Avenue.~~

~~(Ord. 939 – Jan. 09 Supp.)~~

- ~~23. The west side of Twelfth (12th) Street from K Avenue to the Union Pacific Railroad right-of-way.~~
- ~~24. All of Thirteenth (13th) Street from M Avenue to N Avenue.~~
- ~~24A. East side of West 18th Street north of Highway 30 and south of Lincoln Highway.~~

~~(Ord. 944 – Jul. 09 Supp.)~~

- ~~25. The south side of T Avenue from Eighth (8th) Street to Eleventh (11th) Street.~~
- ~~26. The north side of R Avenue from First (1st) Street to Tenth (10th) Street.~~
- ~~27. The south side of N Avenue from Story County Road S-14 to Fifth (5th) Street.~~
- ~~28. All of N Avenue from Fifth (5th) Street to Seventh (7th) Street.~~

- ~~— 29. The north side of N Avenue from Seventh (7th) Street to Fifteenth (15th) Street.~~
- ~~— 30. The north side of M Avenue from Sixth (6th) Street to Fifth (5th) Street.~~
- ~~— 31. The south side of M Avenue from Eighth (8th) Street to Ninth (9th) Street.~~
- ~~— 32. The south side of M Avenue from Tenth (10th) Street to Twelfth (12th) Street.~~
- ~~— 33. All of Lincoln Highway from the west City limit to the east City limit.~~
- ~~— 34. The north side of K Avenue from Fourth (4th) Street to the alley east.~~
- ~~— 35. The north side of K Avenue from Fifth (5th) Street to the alley west shall be restricted to ten minute parking only.~~
- ~~— 36. The south side of K Avenue from Fifth (5th) Street to the alley west shall be restricted to momentary parking while depositing mail only.~~
- ~~— 37. All of K Avenue from 50 feet east and west of the alley between Eleventh (11th) Street and Twelfth (12th) Street.~~
- ~~— 38. The south side of I Avenue from 195 feet west of First (1st) Street to Sixth (6th) Street.~~
- ~~— 38A. The north side of I Avenue from Fifth (5th) Street west to the alley.~~

(Ord. 944 - Jul. 09 Supp.)

- ~~— 39. All of I Avenue from Sixth (6th) Street to Seventh (7th) Street.~~
- ~~— 40. The south side of I Avenue from Seventh (7th) Street to Tenth (10th) Street.~~
- ~~— 41. The south side of H Avenue from Tenth (10th) Street to Thirteenth (13th) Street.~~
- ~~— 42. The north side of H Avenue from Tenth (10th) Street to Nineteenth (19th) Street.~~
- ~~— 43. The north side of H Avenue from First (1st) Street to Second (2nd) Street.~~
- ~~— 44. All of E Avenue from County Road S-14 to and including 275 feet east of the center of the highway bridge over West Indian Creek.~~
- ~~— 45. The north side of E Avenue starting at a point 275 feet east of the center of the highway bridge over West Indian Creek, and ending at Eleventh (11th) Street.~~
- ~~— 46. The north side of C Avenue from Eighth (8th) Street to Eleventh (11th) Street.~~
- ~~— 47. The east side of Third (3rd) Street from Lincoln Highway to N Avenue.~~
- ~~— 48. The west side of Fifth (5th) Street from G Avenue to the east-west alley south of E Avenue.~~
- ~~— 49. All of Sixth (6th) Street from I Avenue to U.S. Highway No. 30.~~
- ~~— 50. All of south 50 feet of Lynn Drive.~~
- ~~— 51. All of Fifteenth (15th) Street from H Avenue to Lincoln Highway except for diagonal parking where marked from H Avenue to J Avenue on Fifteenth (15th) Street.~~
- ~~— 52. The south side of J Avenue from the alley between Eighth (8th) and Ninth (9th) Streets to the intersection of Tenth (10th) and J Avenue.~~
- ~~— 53. The north side of M Avenue from Sixth (6th) Street to Seventh (7th) Street.~~
- ~~— 54. The west side of Seventh (7th) Street beginning at a point 76 feet and ending at a point 86 feet south of the north property line of Block 13, Original Town of Nevada, Iowa, locally known as the entrance to the United Methodist Church.~~
- ~~— 55. The north side of Maple Avenue east from the west line of Gaslite Third Addition.~~
- ~~— 56. All of South G Avenue.~~
- ~~— 57. All of Fawcett Parkway between Nineteenth (19th) Street and South B Avenue.~~
- ~~— 58. All of Osage Drive.~~
- ~~— 59. The north side of Cherokee Street from Osage Drive to the centerline of Apache Street.~~
- ~~— 60. The south side of Apache Street from Osage Drive to Cherokee Street.~~
- ~~— 61. The west side of Fifteenth (15th) Street from the intersection with H Avenue to a point 100 feet south as measured along the centerline of Fifteenth (15th) Street from the intersection of the centerlines of Fifteenth (15th) Street and H Avenue.~~
- ~~— 62. The east side of Fifteenth (15th) Street from the intersection with H Avenue to a point 68 feet south as measured along the centerline of Fifteenth (15th) Street from the intersection of the centerlines of Fifteenth (15th) Street and H Avenue.~~

- ~~— 63. The east side of Second (2nd) Street from Lincoln Highway south 155 feet from centerline of Lincoln Highway.~~
- ~~— 64. The south side of E Avenue from Sixth (6th) Street east 187 feet from centerline of Sixth (6th) Street.~~
- ~~— 65. The south side of E Avenue from Sixth (6th) Street west 122 feet from centerline of Sixth (6th) Street.~~
- ~~— 65A. The north and south side of F Avenue east 80 feet from centerline of 10th Street.~~
~~**(Ord. 941 - Jan. 09 Supp.)**~~
- ~~— 65B. The north and south side of F Avenue west 100 feet from centerline of 11th Street.~~
~~**(Ord. 941 - Jan. 09 Supp.)**~~
- ~~— 66. The south side of G Avenue from Sixth (6th) Street east 120 feet from centerline of Sixth (6th) Street; the north side of G Avenue from Sixth (6th) Street east to alley.~~
- ~~— 67. The north side of G Avenue from Fourth (4th) Street to Fifth (5th) Street (except funerals).~~
- ~~— 68. The south side of F Avenue from Sixth (6th) Street to Seventh (7th) Street.~~
- ~~— 69. Third (3rd) Street Place from E Avenue to F Avenue.~~
- ~~— 70. The north side of K Avenue from First (1st) Street to Second (2nd) Street.~~
- ~~— 71. The north side of J Avenue from First (1st) Street to Second (2nd) Street.~~
- ~~— 72. The east side of Third (3rd) Street from G Avenue to H Avenue.~~
- ~~— 73. The north side of J Avenue from Thirteenth (13th) Street to Fifteenth (15th) Street.~~
- ~~— 74. The south side of K Avenue from Thirteenth (13th) Street to Fifteenth (15th) Street.~~
- ~~— 75. The east side of Fourth (4th) Street from H Avenue to I Avenue.~~
- ~~— 76. The north side of I Avenue from Tenth (10th) Street to Eleventh (11th) Street.~~
- ~~— 77. All of West K Avenue east of West Eighteenth (18th) Street.~~
- ~~— 78. The north side of K Avenue from Seventh (7th) Street to Ninth (9th) Street.~~
~~**(Ord. 919 - Feb. 08 Supp.)**~~
- ~~— 79. The north side of Apache Street from the west end hammerhead turnabout to Osage Drive.~~
- ~~— 80. The east side of Sioux, Pueblo and Cheyenne Drive from Apache Street to the north end hammerhead turnabout on Sioux Drive.~~
- ~~— 81. All of the hammerhead turnabout located on the north end of Sioux, Pueblo and Cheyenne Drive.~~
- ~~— 82. All of the hammerhead turnabout located on the west end of Apache Drive.~~
- ~~— 83. The north side of South I Avenue from South Eleventh (11th) Street to the west.~~

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 May, 2025.

Passed and approved 2nd Reading on this ___ day of June, 2025.

Passed and approved 3rd and Final Reading on this ___ day of June, 2025. Enacted upon publication

RESOLUTION NO. 092 (2024/2025)
A RESOLUTION ACCEPTING MAJOR SUBDIVISION FINAL PLAT FOR
NORTHVIEW PLAT 1, NEVADA, STORY COUNTY, IOWA

WHEREAS, on November 12, 2024 the City passed and approved Resolution No. 045 (2023/2024) to approve the Final Plat of Northview Plat 1 Major Subdivision; and

WHEREAS, there have been revisions to the Final Plat with the addition of new easements; and

WHEREAS, the Final Plat with the addition of the new easements has been submitted to the Planning and Zoning Commission of the City of Nevada, Iowa, and they recommended approval of the Final Plat of Northview Plat 1 Major Subdivision, Nevada, Story County, Iowa, on the 19th day of May, 2025; and

WHEREAS, the City Council of Nevada, Iowa is required to review the Plat of said subdivision pursuant to Iowa Code §354.8.

WHEREAS, the City Council of the City of Nevada, Iowa has considered the recommendations of the Planning and Zoning Commission and finds that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the Final Plat and Northview Plat 1 Major Subdivision, with the addition of easements, as shown in easement exhibit and descriptions, be accepted and approved.

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

1. That the Final Plat of Northview Plat 1 Major Subdivision, Story County, Iowa of Nevada, Iowa, is hereby accepted and approved for and on behalf of the City of Nevada, Iowa.

PASSED AND APPROVED THIS 27th day of May, 2025.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

Memo

To: Planning & Zoning Commission

From: Ryan Hutton, Zoning Supervisor

CC: Jordan Cook, City Administrator

Date: 05/27/2025

RE: General Information

- 1. Major Subdivision Northview Final Plat:** The City of Nevada's Subdivision Ordinance allows a Major Subdivision in a subdivision that will plat four or more lots or will require the installation of public improvements, except sidewalks and bicycle paths. The subdivision turns one lot into thirty three lots. The Major Subdivision requires a final plat and approval of The Planning & Zoning Commission and The City Council. The property owners requested the subdivision of Northview Subdivision in November of 2024. The revision of the final plat includes the new easements. Staff recommends approval of the Northview Subdivision to the Planning and Zoning Commission and send onto The City Council. Included in your packet is a copy of the plat and the easements.

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



1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

5/5/2025

Ryan Hutton
Building and Zoning Official

City of Nevada
Planning and Zoning
1209 6th Street
Nevada, Iowa 50201

RE: Northview Plat 1 Final Plat
MEC# 2022001065

Dear Mr Hutton,

Enclosed, please find our fourth submittal of the Northview Plat 1 Final Plat. These drawings are revised pursuant to email correspondences related to existing sanitary and storm easements and Outlot X linework changes by and between McClure, HRG, Lee Chamberlin, ATI, and the City memorialized in an email dated 5/2/25. The following is a detailed list of changes with this submittal:

- The proposed 60' Sanitary & Storm Sewer Easement on Outlot W is removed
- The existing 30' Storm Sewer Main Easement (Bk 169 Pg 44) is now displayed on Outlot W and Lot A
- The existing 20' Sanitary Sewer Easement (Bk 102 Pg 385) is now displayed on Outlot W and Lot A
- The extents of the proposed 30' Storm Sewer Easement on Outlot W is now revised to meet the existing storm sewer easement referenced above
- The east line of Outlot X (aka west line of Outlot Z) is moved east 13.00'

We appreciate the opportunity to submit this plan for review and look forward to staff comments. Please let me know if you have any questions or concerns in the meantime.

Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read "Jake Becker", with a long, sweeping horizontal line extending to the right.

Jake Becker, PE
Senior Project Manager

Cc: ATI Group
Nevada Dev LLC
Enc: Northview Plat 1 Final Plat (5.5.25) (PDF)

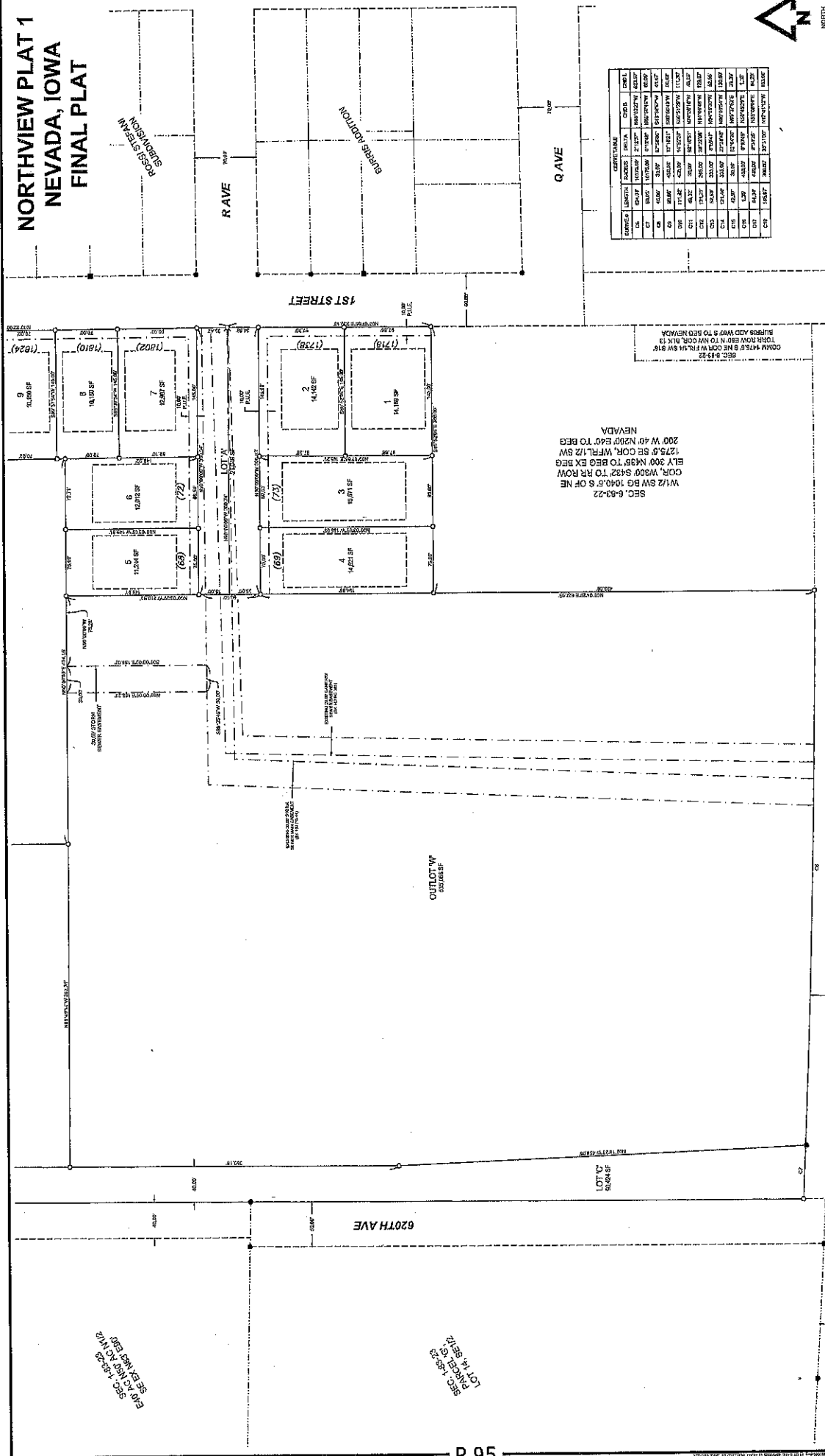
LOT AREA TABLE

LOT	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)
1	14,187 SF	14,187 SF	14,187 SF
2	14,187 SF	14,187 SF	14,187 SF
3	14,187 SF	14,187 SF	14,187 SF
4	14,187 SF	14,187 SF	14,187 SF
5	14,187 SF	14,187 SF	14,187 SF
6	14,187 SF	14,187 SF	14,187 SF
7	14,187 SF	14,187 SF	14,187 SF
8	14,187 SF	14,187 SF	14,187 SF
9	14,187 SF	14,187 SF	14,187 SF
10	14,187 SF	14,187 SF	14,187 SF
11	14,187 SF	14,187 SF	14,187 SF
12	14,187 SF	14,187 SF	14,187 SF
13	14,187 SF	14,187 SF	14,187 SF
14	14,187 SF	14,187 SF	14,187 SF
15	14,187 SF	14,187 SF	14,187 SF
16	14,187 SF	14,187 SF	14,187 SF
17	14,187 SF	14,187 SF	14,187 SF
18	14,187 SF	14,187 SF	14,187 SF
19	14,187 SF	14,187 SF	14,187 SF
20	14,187 SF	14,187 SF	14,187 SF
21	14,187 SF	14,187 SF	14,187 SF
22	14,187 SF	14,187 SF	14,187 SF
23	14,187 SF	14,187 SF	14,187 SF
24	14,187 SF	14,187 SF	14,187 SF
25	14,187 SF	14,187 SF	14,187 SF
26	14,187 SF	14,187 SF	14,187 SF
27	14,187 SF	14,187 SF	14,187 SF
28	14,187 SF	14,187 SF	14,187 SF

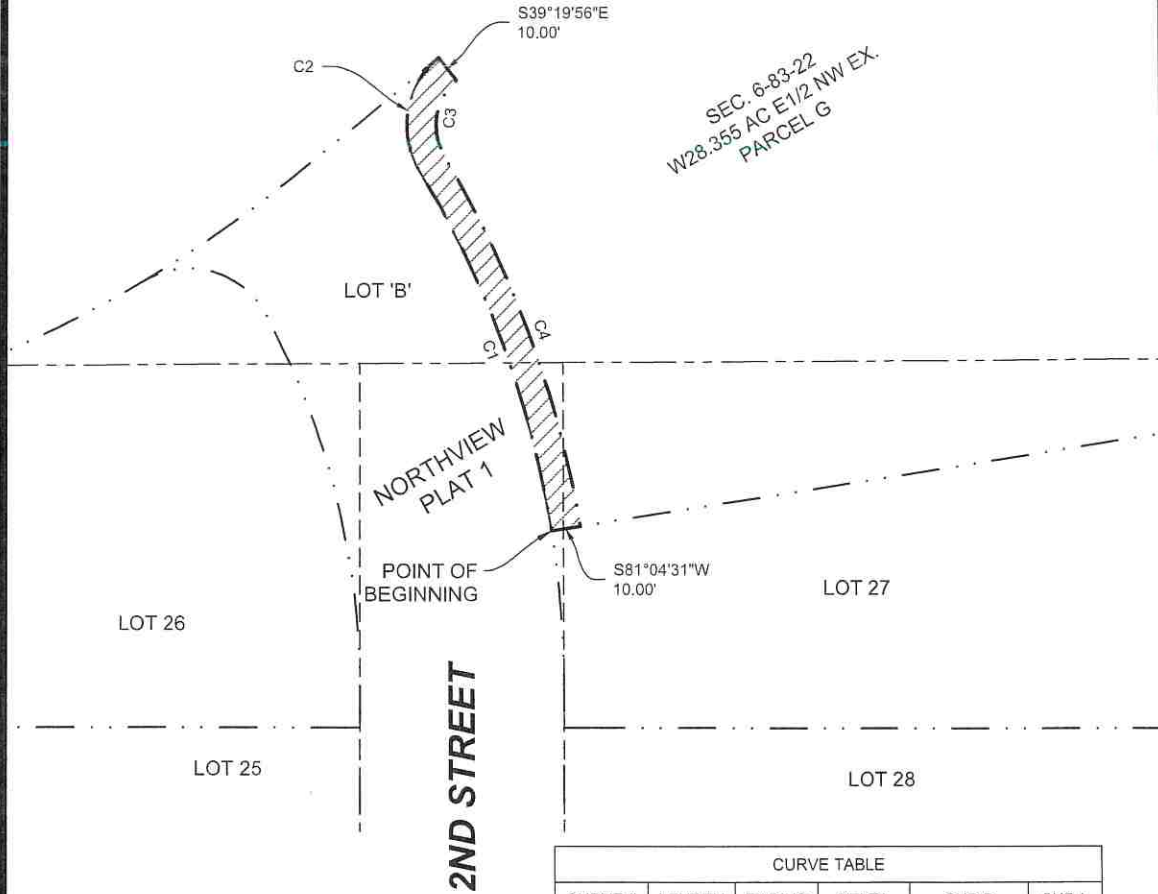
CARIDEA	LENGTH	RADIUS	CHIRAL	CHBL
C1	63.61	19.77	12.72	52.03
C2	67.57	20.55	13.27	54.03
C3	69.50	21.48	13.87	56.15
C4	70.65	22.48	14.50	58.35
C5	72.00	23.55	15.17	60.65
C6	73.50	24.70	15.87	63.05
C7	75.10	25.95	16.60	65.55
C8	76.80	27.30	17.37	68.15
C9	78.60	28.75	18.17	70.85
C10	80.50	30.30	19.00	73.65
C11	82.50	31.95	19.87	76.55
C12	84.60	33.70	20.77	79.55
C13	86.80	35.55	21.70	82.65
C14	89.10	37.50	22.67	85.85
C15	91.50	39.55	23.67	89.15
C16	94.00	41.70	24.70	92.55
C17	96.60	43.95	25.77	96.05
C18	99.30	46.30	26.87	99.65
C19	102.00	48.75	28.00	103.35
C20	104.80	51.30	29.17	107.15
C21	107.60	53.95	30.37	111.05
C22	110.50	56.70	31.60	115.05
C23	113.50	59.55	32.87	119.15
C24	116.60	62.50	34.17	123.35
C25	119.80	65.55	35.50	127.65
C26	123.10	68.70	36.87	132.05
C27	126.50	71.95	38.27	136.55
C28	130.00	75.30	39.70	141.15
C29	133.60	78.75	41.17	145.85
C30	137.30	82.30	42.67	150.65
C31	141.10	85.95	44.20	155.55
C32	145.00	89.70	45.77	160.55
C33	149.00	93.55	47.37	165.65
C34	153.10	97.50	48.97	170.85
C35	157.30	101.55	50.60	176.15
C36	161.60	105.70	52.27	181.55
C37	166.00	110.00	53.97	187.05
C38	170.50	114.35	55.70	192.65
C39	175.10	118.75	57.47	198.35
C40	179.80	123.20	59.27	204.15
C41	184.60	127.75	61.10	209.95
C42	189.50	132.35	62.97	215.85
C43	194.50	137.00	64.87	221.85
C44	199.60	141.70	66.80	227.95
C45	204.80	146.45	68.77	234.15
C46	210.10	151.25	70.77	240.45
C47	215.50	156.10	72.80	246.85
C48	221.00	161.00	74.87	253.35
C49	226.60	165.95	76.97	259.95
C50	232.30	170.95	79.10	266.65
C51	238.10	176.00	81.27	273.45
C52	244.00	181.10	83.47	280.35
C53	250.00	186.25	85.70	287.35
C54	256.10	191.45	87.97	294.45
C55	262.30	196.70	90.27	301.65
C56	268.60	202.00	92.60	308.95
C57	275.00	207.35	94.97	316.35
C58	281.50	212.75	97.37	323.85
C59	288.10	218.20	99.80	331.45
C60	294.80	223.70	102.27	339.15
C61	301.60	229.25	104.77	346.95
C62	308.50	234.85	107.30	354.85
C63	315.50	240.50	109.87	362.85
C64	322.60	246.20	112.47	370.95
C65	329.80	251.95	115.10	379.15
C66	337.10	257.75	117.77	387.45
C67	344.50	263.60	120.47	395.85
C68	352.00	269.50	123.20	404.35
C69	359.60	275.45	125.97	412.95
C70	367.30	281.45	128.77	421.65
C71	375.10	287.50	131.60	430.45
C72	383.00	293.60	134.47	439.35
C73	391.00	299.75	137.37	448.35
C74	399.			

[illegible]

**NORTHVIEW PLAT 1
NEVADA, IOWA
FINAL PLAT**

[illegible][illegible]

EASEMENT EXHIBIT



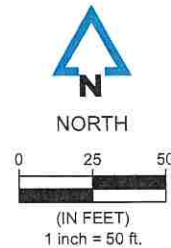
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD B	CHD L
C1	131.44'	335.00'	22°28'48"	N20°09'54"W	130.60'
C2	42.97'	30.00'	82°04'20"	N09°37'52"E	39.39'
C3	28.65'	20.00'	82°04'20"	S09°37'52"W	26.26'
C4	135.36'	345.00'	22°28'48"	S20°09'54"E	134.49'

LEGAL DESCRIPTION:

A PUBLIC UTILITY EASEMENT BEING A PART OF THE VACATED RIGHT OF WAY OF 2ND STREET LYING BETWEEN BLOCKS 3 AND 4, AND ALSO A PART OF SAID BLOCK 3, ALL OF WHICH RESIDE IN BURRIS ADDITION, AN OFFICIAL PLAT, AND THE WEST 28.355 ACRES OF THE EAST HALF (E 1/2) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL 1/4) OF SECTION SIX (6), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., COUNTY OF STORY, STATE OF IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 27 OF NORTHVIEW PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEVADA, COUNTY OF STORY, STATE OF IOWA; THENCE 131.44 FEET ALONG A 335.00 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, WITH A CHORD BEARING N20°09'54"W, AND A CHORD LENGTH OF 130.60 FEET; THENCE 42.97 FEET ALONG A 30.00 FOOT RADIUS CURVE, CONCAVE EAST, WITH A CHORD BEARING N09°37'52"E, AND A CHORD LENGTH OF 39.39 FEET; THENCE S39°19'56"E, 10.00 FEET; THENCE 28.65 FEET ALONG A 20.00 FOOT RADIUS CURVE, CONCAVE EAST, WITH A CHORD BEARING S09°37'52"W, 26.26 FEET; THENCE 135.36 FEET ALONG A 345.00 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, WITH A CHORD BEARING S20°09'54"E, AND A CHORD LENGTH OF 134.49 FEET TO A POINT ON THE NORTH LINE SAID LOT 27; THENCE ALONG SAID NORTH LINE S81°04'31"W, 10.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 1,692 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



LEGEND

- - - - - PROPERTY LINE
- . - . - SECTION LINE
- - - VACATED
- - - RIGHT-OF-WAY
- [Hatched Box] EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS

PUBLIC UTILITY
EASEMENT EXHIBIT
NEVADA, IOWA
STORY COUNTY
2022001065
11/07/2024

ENGINEER
BECKER
SURVEYOR
SHELQUIST

DRAWN BY
CARLETON
CREW CHIEF

SKETCH NO.
EXH-01

Northview Plat 1 – Easement Descriptions

5/5/2025

Submittal/Revision Table

Date	Submittal/Revision
11/22/24	Original submittal
2/27/24	Added PUE to Lot 11
3/7/25	No apparent change
5/5/25	Removed storm & san ease from Outlot W; modified Outlot W proposed 30' storm ease

PUBLIC UTILITY EASEMENTS

A 10.00 foot wide public utility easement being a part of lot 1 through lot 4 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 10.00 feet of lot 1 and lot 2, and the north 10.00 feet of lot 2 through lot 4.

AND

A 10.00 foot wide public utility easement being a part of lot 5 through lot 16 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 10.00 feet of lot 5 through lot 7, the east 10.00 feet of lot 7 through lot 16, and the north 10.00 feet of lot 16.

AND

A 5.00 foot wide public utility easement being a part of lot 11 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 5.00 feet of the north 12.50 feet of said lot 11.

AND

A 10.00 foot wide public utility easement being a part of lot 17 through lot 21 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of lot 17, the northwesterly 10.00 feet of lot 17, and the west 10.00 feet of lot 17 through lot 21.

AND

A 10.00 foot wide public utility easement being a part of lot 22 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of the south 25.00 feet of said lot 22.

AND

A 10.00 foot wide public utility easement being a part of lot 22 through lot 26 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 10.00 feet of said lot 22 through lot 26, the northeasterly 10.00 feet of lot 26, and the north 10.00 feet of lot 26.

AND

A 10.00 foot wide public utility easement being a part of lot 27 through lot 31 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the west 10.00 feet of said lot 27 through lot 31.

AND

A 10.00 foot wide public utility easement being a part of lot 31 through lot 32 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of the south 25.00 feet of said lot 31 through lot 32.

AND

A 10.00 foot wide public utility easement being a part of lot 21 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, and being more particularly described as follows:

Beginning at the southwest corner of said lot 21; thence along the west line of said lot 21 N00°22'06"W, 10.00 feet; thence departing said west line N89°42'39"E, 130.33 feet; thence N00°00'00"E, 15.00 feet; thence N89°42'39"E, 25.01 feet to the east line of said lot 21; thence along said east line S00°04'18"W, 10.00 feet; thence departing said east line S89°42'39"W, 15.00 feet; thence S00°00'00"E, 15.00 feet to a point on the south line of said lot 21 S89°42'39"W, 140.26 feet to the point of beginning. Described area contains 1,703 square feet.

AND

A 10.00 foot wide public utility easement being a part of lot 33 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, and being more particularly described as follows:

Beginning at the southeast corner of said lot 33; thence along the south line of said lot 33 S89°52'00"W, 70.00 feet; thence departing said south line N00°16'25"W, 15.00 feet; thence S89°35'09"W, 85.24 feet to a point of the west line of said lot 33; thence along said west line N00°04'18"E, 10.00 feet; thence departing said west line N89°35'09"E, 95.18 feet; thence S00°16'25"E, 15.05 feet; thence N89°52'00"E, 60.14 feet to a point on the east line of said lot 33; thence along said east line S00°29'58"W, 10.00 feet to the point of beginning. Described area contains 1,701 square feet.

DRAINAGE EASEMENTS

A 10.00 foot wide drainage easement being a part of lot 17 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being a 10.00 foot offset of the line coincident with said lot 17 and lot 26 of said Northview Plat 1.

AND

A 10.00 foot wide drainage easement being a part of lot 18 and lot 19 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 10.00 feet of said lot 18 and lot 19 of said Northview Plat 1.

AND

A 15.00 foot wide drainage easement being a part of lot 20 and lot 21 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 15.00 feet of said lot 20 and lot 21 of said Northview Plat 1.

AND

A 10.00 foot wide drainage easement being a part of lot 22 and lot 23 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the west 10.00 feet of said lot 22 and lot 23 of said Northview Plat 1.

AND

A 15.00 foot wide drainage easement being a part of lot 29 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 15.00 feet of the said lot 29.

AND

A 20.00 foot wide drainage easement being a part of lot 30 and lot 31 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 20.00 feet of the said lot 30 and lot 31.

AND

A 5.00 foot wide drainage easement being a part of lot 32 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the west 5.00 feet of the said lot 32.

STORM SEWER EASEMENTS

A 25.00 foot wide storm sewer easement being a part of lot 16 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 25.00 feet of the said lot 16.

AND

A 20.00 foot wide storm sewer easement being a part of lot 22 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 20.00 feet of the said lot 22.

AND

A 20.00 foot wide storm sewer easement being a part of lot 31 through lot 33 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 20.00 feet of the said lot 31 through lot 33.

AND

A 25.00 foot wide storm sewer easement being a part of Outlot 'Y' of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 25.00 feet of said Outlot 'Y'

AND

A 30.00 foot wide storm sewer easement being a part of Outlot 'W' of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, and being more particularly described as follows:

Commencing at the northeast corner of said Outlot 'W'; thence along the north line of said Outlot 'W' N90°00'00"W, 79.28 feet to the point of beginning; thence departing said north line S00°00'00"E, 158.02 feet; thence S89°35'46"W, 30.00 feet; thence N00°00'00"E, 158.23 feet to a point on the north line of said Outlot 'W'; thence N90°00'00"E, 30.00 feet to the point of beginning. Described area contains 4,744 square feet.

AND

A 30.00 foot wide storm sewer being a part of Lot 27, Lot 28, and Lot 33 of Northview Plat 1, an official Plat, now included in and forming a part of City of Nevada, County of Story, State of Iowa, and being more particularly described as follows:

Commencing from the northeast corner of said Lot 27; thence along the north line of said Lot 27 S81°04'31"W, 46.59 feet to the point of beginning; thence S00°25'38"E, 397.25 feet to the south line of said lot 33; thence S89°52'00"W, 30.00 feet; thence N00°25'38"W, 392.62 feet to the north line of said lot 27; thence along said north line N81°04'31"E, 30.33 feet to the point of beginning. Described area contains 11,848 square feet.

TRAIL AND POND ACCESS EASEMENT

A trail and pond access easement being the north 12.50 feet of lot 11 and the south 12.50 feet of lot 12, both being a part of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa.

OFFSITE EASEMENTS

A public utility easement being a part of the vacated right of way of 2nd street lying between blocks 3 and 4, and also a part of said block 3, all of which reside in Burris addition, an official plat, and the west 28.355 acres of the east half (E 1/2) of the northwest fractional quarter (NW 1/4) of section six (6), township eighty-three (83) north, range twenty-two (22) west of the 5th p.m., county of story, state of Iowa and being more particularly described as follows:

Beginning at the northwest corner of lot 27 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, county of story, state of Iowa; thence 131.44 feet along a 335.00 foot radius curve, concave southwest, with a chord bearing N20°09'54"W, and a chord length of 130.60 feet; thence 42.97 feet along a 30.00 foot radius curve, concave east, with a chord bearing N09°37'52"E, and a chord length of 39.39 feet; thence S39°19'56"E, 10.00 feet; thence 28.65 feet along a 20.00 foot radius curve, concave east, with a chord bearing S09°37'52"W, 26.26 feet; thence 135.36 feet along a 345.00 foot radius curve, concave southwest, with a chord bearing S20°09'54"E, and a chord length of 134.49 feet to a point on the north line said lot 27; thence along said north line S81°04'31"W, 10.00 feet to the point of beginning.

Described area contains 1,692 square feet and is subject to easements and restrictions of record.

RESOLUTION NO. 093 (2024/2025)**A RESOLUTION IN SUPPORT OF WORKFORCE HOUSING TAX CREDIT INCENTIVE APPLICATION FOR SUBMISSION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) FOR A HOUSING PROJECT BY OAKPARK PROPERTIES, LC IN NEVADA, IOWA**

WHEREAS, Oak Park Estates LC has requested support by the City of Nevada for its application to the Iowa Economic Development Authority (IEDA) for state tax incentives under the Workforce Housing Tax Credit Incentive Program in support of the construction of 4 owner occupied housing units in the City of Nevada; and

WHEREAS, the Oak Park Estates project will address a critical need for affordable owner-occupied housing in the City of Nevada; and

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

WHEREAS, Oak Park Estates LC intends to apply for Iowa Workforce Housing Tax Credits to support its plan that includes the construction of 4 owner occupied housing units within the City of Nevada; and

WHEREAS, the City of Nevada in partnership with the Nevada Economic Development Council will support the creation of the 4 housing units with a \$1,000 cash match per home.

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

Section 1. The City of Nevada offers its full support for the Oak Park Estates LC housing project in Nevada, Iowa, and the associated Workforce Housing Tax Credit Incentive Application to the Iowa Economic Development Authority.

Section 2. The City Council authorizes City staff to assist in the preparation of the application and related materials deemed necessary for the submission.

Section 3. The Mayor and the City Administrator/Clerk are authorized and directed to sign any forms required to evidence the City's support for the application by the Oak Park Estates LC as described above, upon approval of the same by the City Attorney.

PASSED AND APPROVED this 27th day of May, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

RESOLUTION NO. 094 (2024/2025)**A RESOLUTION IN SUPPORT OF WORKFORCE HOUSING TAX CREDIT INCENTIVE APPLICATION FOR SUBMISSION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) FOR A HOUSING PROJECT BY SIERRA HEIGHTS, LLC IN NEVADA, IOWA**

WHEREAS, Sierra Heights LLC, has requested support by the City of Nevada for its application to the Iowa Economic Development Authority (IEDA) for state tax incentives under the Workforce Housing Tax Credit Incentive Program in support of the construction of 138 rental housing units in the City of Nevada; and

WHEREAS, the Sierra Heights LLC project will address a critical need for rental housing in the City of Nevada; and

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

WHEREAS, Sierra Heights LLC intends to apply for Iowa Workforce Housing Tax Credits to support its plan that includes the construction of 138 rental housing units within the City of Nevada; and

WHEREAS, the City of Nevada will support the creation of the 138 rental housing units with a 10-year sliding scale tax abatement and a \$394,000 infrastructure grant to improve the size of a sewer line.

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

Section 1. The City of Nevada offers its full support for the Sierra Heights LLC housing project in Nevada, Iowa, and the associated Workforce Housing Tax Credit Incentive Application to the Iowa Economic Development Authority.

Section 2. The City Council authorizes City staff to assist in the preparation of the application and related materials deemed necessary for the submission.

Section 3. The Mayor and the City Administrator/Clerk are authorized and directed to sign any forms required to evidence the City's support for the application by the Sierra Heights LLC as described above, upon approval of the same by the City Attorney.

PASSED AND APPROVED this 27th day of May, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

RESOLUTION NO. 095 (2024/2025)
A RESOLUTION ACCEPTING MAJOR SUBDIVISION PRELIMINARY PLAT FOR
SIERRA HEIGHTS CONDOMINIUMS, NEVADA, STORY COUNTY, IOWA

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, the Preliminary Plat of the Sierra Heights Condominiums, within the Jurisdiction of the City of Nevada, Iowa; and

WHEREAS, the Preliminary Plat has been submitted to the Planning and Zoning Commission of the City of Nevada, Iowa, and they recommended approval of the Preliminary Plat of Sierra Heights Condominiums, Nevada, Story County, Iowa, on the 21st day of April, 2025.

WHEREAS, the City Council of Nevada, Iowa is required to review the Plat of said subdivision pursuant to Iowa Code §354.8.

WHEREAS, the City Council of the City of Nevada, Iowa has considered the recommendations of the Planning and Zoning Commission and finds that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the Plat and Sierra Heights Condominiums be accepted and approved.

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

1. That the Preliminary Plat of Sierra Heights Condominiums, Story County, Iowa of Nevada, Iowa, is hereby accepted and approved for and on behalf of the City of Nevada, Iowa.

PASSED AND APPROVED THIS 27th day of May, 2025.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

Memo

To: Planning & Zoning Commission
From: Ryan Hutton, Zoning Supervisor
CC: Jordan Cook, City Administrator
Date: 05/26/2025

RE: General Information

- 1. Major Subdivision Sierra Heights Preliminary Plat:** The City of Nevada's Subdivision Ordinance allows A Major Subdivision is a subdivision that will plat four or more lots or will require the installation of public improvements, except sidewalks and bicycle paths. The subdivision turns one lot into thirty three lots. The Major Subdivision requires a final plat and approval of The Planning & Zoning Commission and The City Council. The property owners have requested the proposed subdivision of Northview Subdivision. Staff recommends approval of the Sierra Heights Subdivision to the Planning and Zoning Commission and send onto The City Council. Included in your packet is a copy of the plat and application form.

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

CIVIL ENGINEER

ALL PUBLIC UTILITIES CONSTRUCTION MUST CONFORM TO THE CONSTRUCTION REQUIREMENTS OF 530A AND 530B, IOWA CODE CHAPTER 209, AND THE CONSTRUCTION REQUIREMENTS OF 530A AND 530B, IOWA CODE CHAPTER 209, AND THE CONSTRUCTION REQUIREMENTS OF 530A AND 530B, IOWA CODE CHAPTER 209.

1. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48 INCHES BELOW THE FINISHED GRADE OF THE ADJACENT PROPERTY. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48 INCHES BELOW THE FINISHED GRADE OF THE ADJACENT PROPERTY.

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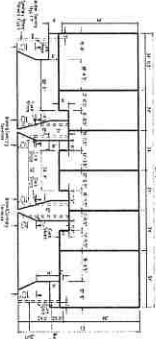
PLANS FOR SIERRA HEIGHTS CONDOMINIUMS CITY OF NEVADA PRELIMINARY PLAT STORY COUNTY, IOWA PROJECT NO. 24054

INDEX OF PAGES
PAGE NO. DESCRIPTION
1.0 SITE PLAN
2.0 FLOOR PLANS
3.0 ELEVATIONS
4.0 UTILITIES AND GRADING PLAN
5.0 LANDSCAPE

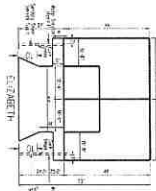
OWNER
MR. & MRS. J. L. LEE
3000 60TH AVE
NEVADA, IA 50202-2072

DESIGNER
MR. & MRS. J. L. LEE
3000 60TH AVE
NEVADA, IA 50202-2072

BUILDING LAYOUT - COTTAGE 6-FLUX



BUILDING LAYOUT - COTTAGE 4-FLUX

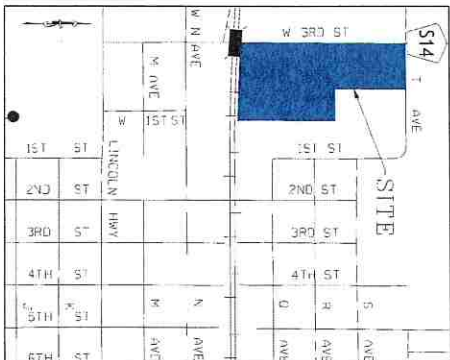


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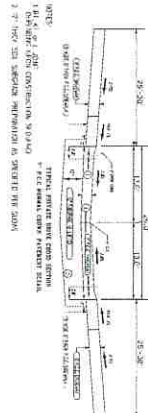


LEGEND
1. SITE PLAN
2. FLOOR PLANS
3. ELEVATIONS
4. UTILITIES AND GRADING PLAN
5. LANDSCAPE

VICINITY SKETCH
NOT TO SCALE



CROSS SECTION - PRIVATE STREET



TYPICAL URBAN CROSS SECTION

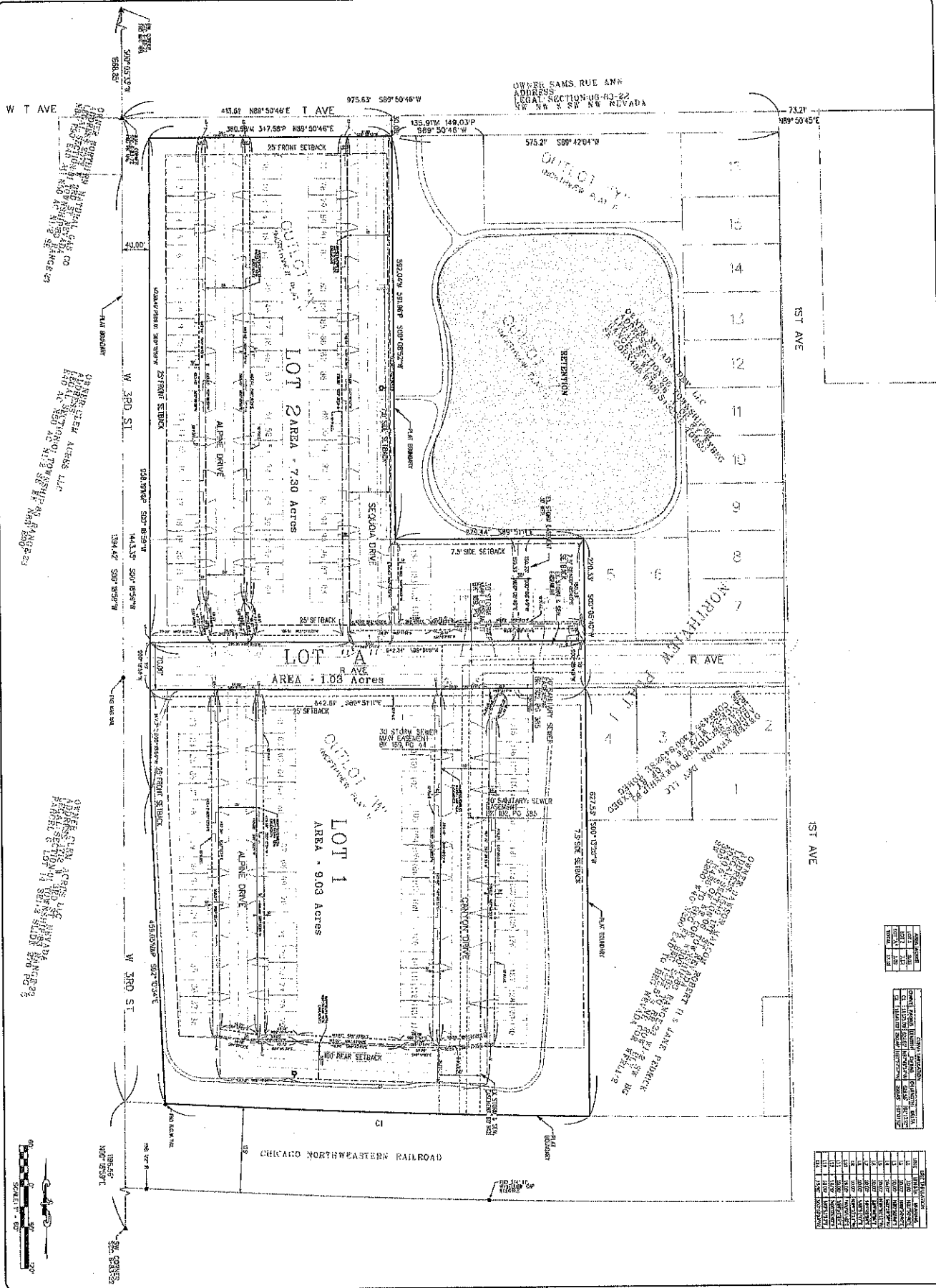


Mark L. Lee
Professional Engineer
State of Iowa
License No. 1182



Mark L. Lee
Professional Engineer
State of Iowa
License No. 1182

SIERRA HEIGHTS CONDOMINIUMS PRELIMINARY PLAT NEVADA, STORY COUNTY, IOWA



NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAT	10/1/03
2	REVISION	10/1/03

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAT	10/1/03
2	REVISION	10/1/03

NO.	DESCRIPTION	DATE
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2	REVISION	10/1/03

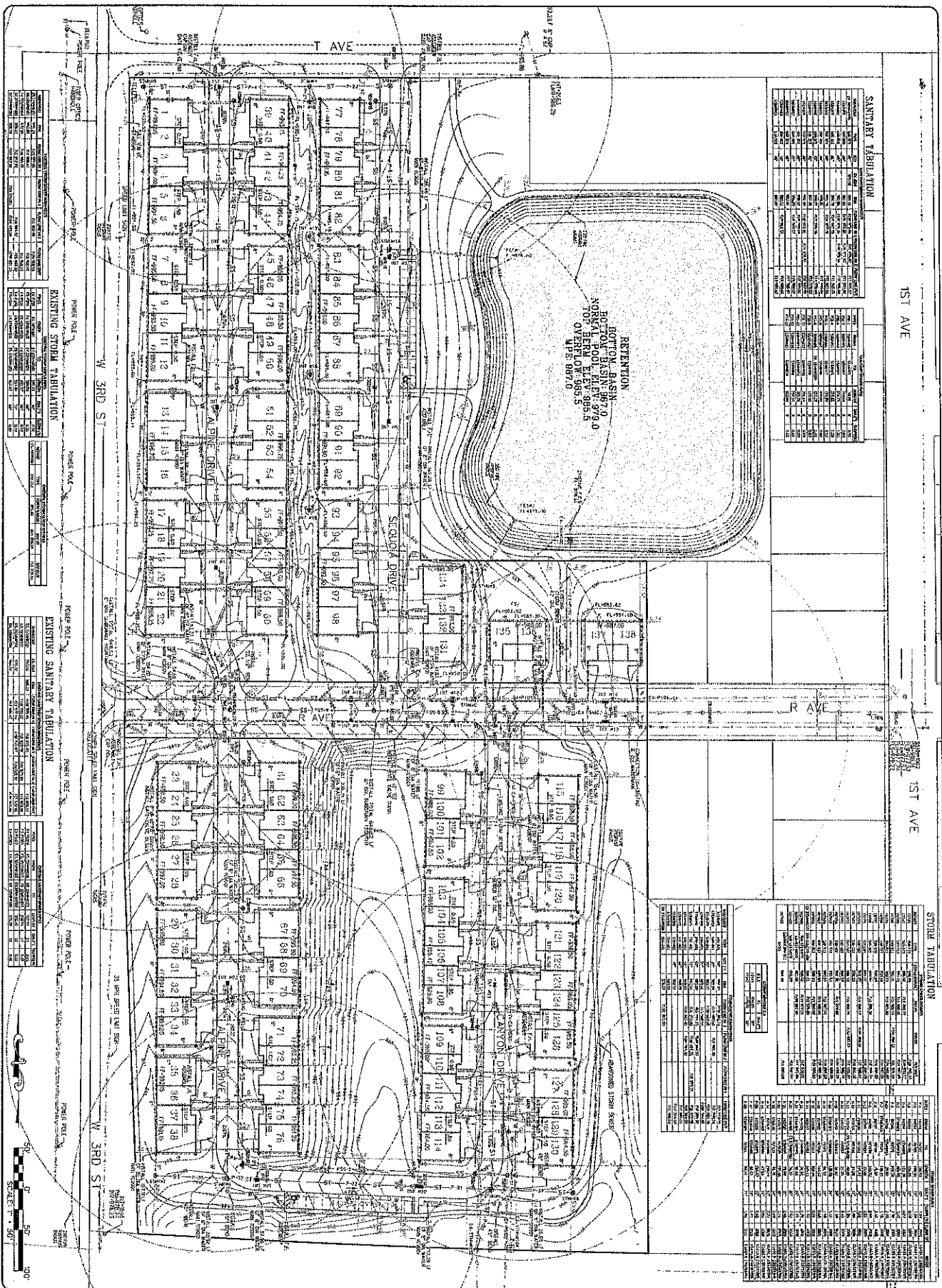
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LOTS &
 EASEMENTS
 DRAWING TITLE



SIERRA HEIGHTS CONDOMINIUMS
 PRELIMINARY PLAT
 NEVADA, STORY COUNTY, IOWA

10/1/03
 24054
 2024 02



DATE: 2/27/2024
 DRAWN BY: C.4
 CHECKED BY: 24054
 EXIST

GRADING/
 UTILITY
 PLAN



SIERRA HEIGHTS CONDOMINIUMS
 PRELIMINARY PLAT
 NEVADA, STORY COUNTY, IOWA

DATE: 2/27/2024
 PROJECT: SIERRA HEIGHTS CONDOMINIUMS
 FILE: 24054



SIZE: 4'X10'

SIGN

5-217 MAPS, 50-5112		5-217 MAPS, 50-5112	
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SIERRA HEIGHTS CONDOMINIUMS PRELIMINARY PLAT NEVADA, STORY COUNTY, IOWA

OWNER: ST. JAMES
12-11-2024
PRELIMINARY PLAT
10-17-2024
FILED: 2024-02

LANDSCAPE
24054
C.A.

CHAMBERLAIN
CONSULTANT ENGINEERS
10200 13th Ave SE
PO Box 10000
Des Moines, IA 50319
www.chamberlain-engineers.com



Site Plan Application Form

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

1. **Property Address** for the Site Plan: East of W 3rd Street, South of T Avenue, West of 1st St and North of the Railroad

2. **Legal Description** (attach, if lengthy): OUTLOT "X" AND OUTLOT "W" OF NORTHVIEW PLAT 1, TO BE INCLUDED IN AND FORMING A PART OF THE CITY OF NEVADA, STORY COUNTY, IOWA

3. **Project Name and Project Description:** SIERRA HEIGHTS CONDOMINIUMS

A 138 unit residential town home development, including a mix of bi-attached, 4-plex, and 6-plex building configurations. The site will include a trail system, additional parking spaces (guest parking) and an extension of "R Avenue" to connect to "W 3rd St". All dwelling units will include attached garages and will include 3 bedroom and 2 bedroom floorplans. All dwelling units will be leased and managed by Kading Properties.

4. **Applicant:** Chace Hauschilt

Address: 7008 Madison Ave Urbandale IA 50322
(Street) (City) (State) (Zip)

Telephone: (515) 491-9533 (515) 229-9321
(Home) (Business) (Fax)

5. **Property Owner:** Nevada Dev, LLC

Address: 20965 650th Ave Nevada Iowa IA 50201
(Street) (City) (State) (Zip)

Telephone: (515) 231-4910
(Home) (Business) (Fax)

6. **Contact Person:** Chace Hauschilt

Address: 7008 Madison Ave Urbandale IA 50322
(Street) (City) (State) (Zip)

Telephone: (515) 491-9533 (515) 229-9321
(Home) (Business) (Fax)



I (We) certify that I (we) have submitted all the required information to apply for approval of a Site Plan and that the information is true and correct,

Signed by: Chace Hauschilt Date: 4/16/25
(Applicant)

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

and: Scott R. Henry Date: 04/16/2025
(Property Owner)

and: Chace Hauschilt Date: 4/16/25
(Contact Person)







PLUM DESIGN SERVICES
10000 W. 10TH AVE. SUITE 100
DENVER, CO 80202
TEL: 303.755.1100
WWW.PLUMSYSTEMS.COM

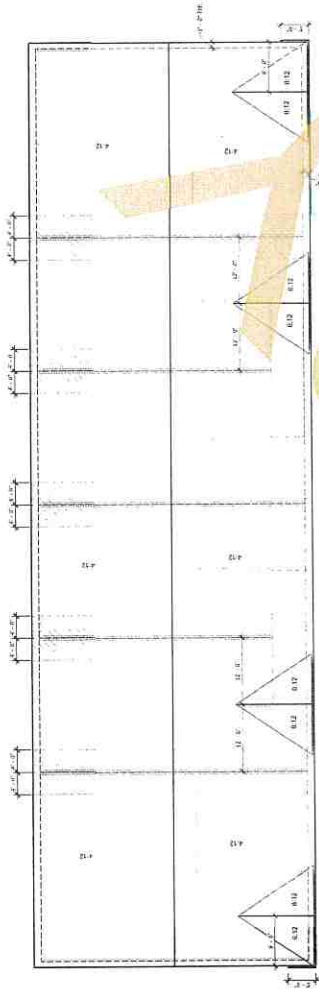
MEMBER
A I B D
AMERICAN INSTITUTE OF
BUILDING DESIGNERS
Creating where people live

ESTIMATED AREA - ROOF - ELEVATION B D
DATE: 07/27/2017
1. ROOF AREA: 11,110.00 SQ. FT.
2. ROOF AREA: 11,110.00 SQ. FT.

1. ROOF AREA: 11,110.00 SQ. FT.
2. ROOF AREA: 11,110.00 SQ. FT.

ESTIMATED SYSTEM - ROOF AREA			
Area (Sq. Ft.)	Quantity	Unit Price	Total Price
11,110.00	1	11.11	123,441.10

1. ROOF AREA: 11,110.00 SQ. FT.
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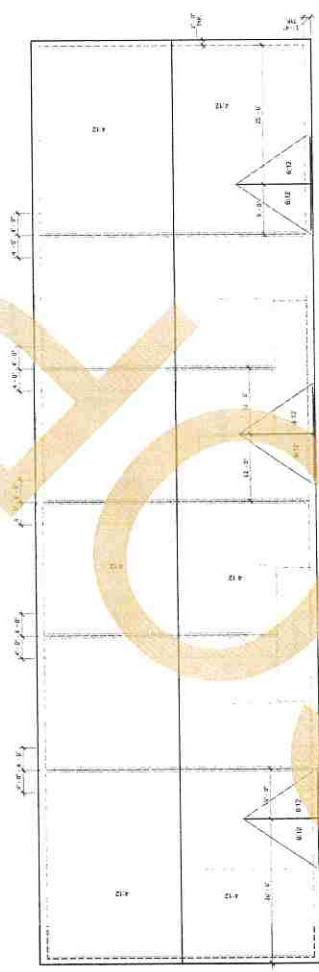
1 ROOF PLAN - ELEVATION B D
Scale: 1/8" = 1'-0"

ESTIMATED AREA - ROOF - ELEVATION C
DATE: 07/27/2017
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1. ROOF AREA: 11,110.00 SQ. FT.
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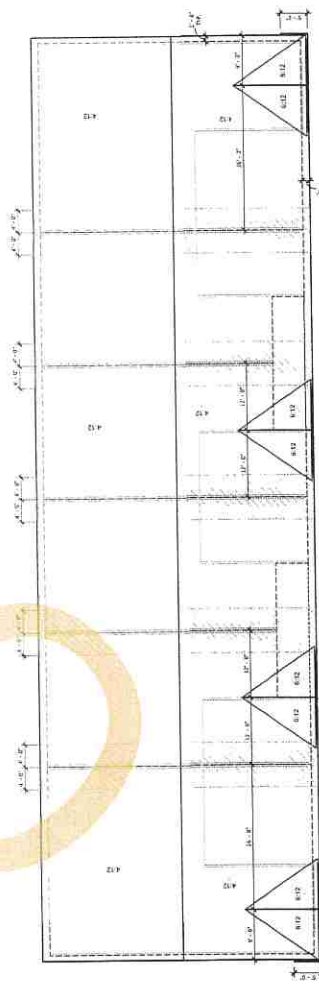
2 ROOF PLAN - ELEVATION C
Scale: 1/8" = 1'-0"

ESTIMATED AREA - ROOF - ELEVATION E
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1. ROOF AREA: 11,110.00 SQ. FT.
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ESTIMATED SYSTEM - ROOF AREA			
Area (Sq. Ft.)	Quantity	Unit Price	Total Price
11,110.00	1	11.11	123,441.10

1. ROOF AREA: 11,110.00 SQ. FT.
2. ROOF AREA: 11,110.00 SQ. FT.



3 ROOF PLAN - ELEVATION E
Scale: 1/8" = 1'-0"

KADING PROPERTIES
COTTAGE 6-PEX

PROJECT ID:
PDS 5656

ISSUE DATE:
DATE: 05/24/2017
DATE: 05/24/2017
DATE: 05/24/2017
DATE: 05/24/2017
DATE: 05/24/2017

Roof Plan -
Optional
Elevations
1/8" = 1'-0"

A3



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KADING PROPERTIES
COTTAGE 6-PLEX
PROJECT ID:
PDS 9636

ISSUE DATE
DATE: 05-23-23
DATE: 05-23-23
DATE: 05-23-23
DATE: 05-23-23
DATE: 05-23-23
DATE: 05-23-23

Foundation

3/16" = 1'-0"

A4

REFER TO STRUCTURAL DRAWING PAGES S1.1
THROUGH S2.3 FOR STRUCTURAL DESIGN

FOUNDING SCHEME			
MARK	DIMENSION	REMARKS	NOTES

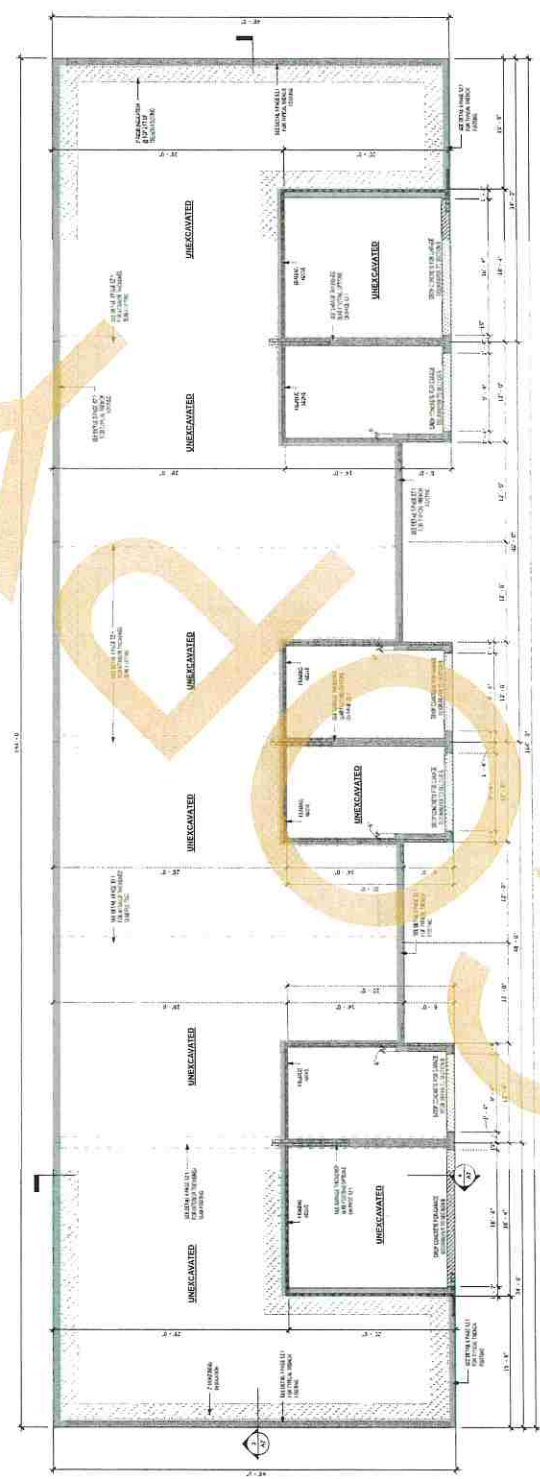
ESTIMATED AREA - FLOORWORK			
LOCATION	AREA	REMARKS	NOTES
1st Floor	10,000		
2nd Floor	10,000		
3rd Floor	10,000		
4th Floor	10,000		
5th Floor	10,000		
6th Floor	10,000		
7th Floor	10,000		
8th Floor	10,000		
9th Floor	10,000		
10th Floor	10,000		

AREA SCHEDULE			
NAME	MT	FT	REMARKS
1st Floor	10,000	10,000	
2nd Floor	10,000	10,000	
3rd Floor	10,000	10,000	
4th Floor	10,000	10,000	
5th Floor	10,000	10,000	
6th Floor	10,000	10,000	
7th Floor	10,000	10,000	
8th Floor	10,000	10,000	
9th Floor	10,000	10,000	
10th Floor	10,000	10,000	

DOOR SCHEDULE			
ID	TYPE	DOOR SIZE	REMARKS
1	1	36" x 80"	
2	2	36" x 80"	
3	3	36" x 80"	
4	4	36" x 80"	
5	5	36" x 80"	
6	6	36" x 80"	
7	7	36" x 80"	
8	8	36" x 80"	
9	9	36" x 80"	
10	10	36" x 80"	

WINDOW SCHEDULE			
ID	TYPE	WINDOW SIZE	REMARKS
1	1	36" x 80"	
2	2	36" x 80"	
3	3	36" x 80"	
4	4	36" x 80"	
5	5	36" x 80"	
6	6	36" x 80"	
7	7	36" x 80"	
8	8	36" x 80"	
9	9	36" x 80"	
10	10	36" x 80"	

GENERAL CONSTRUCTION NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
2. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOUNDATION DESIGN AND CONSTRUCTION HANDBOOK.
3. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ROOFING HANDBOOK.
4. ALL INTERIORS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERIOR DESIGN HANDBOOK.
5. ALL EXTERIORS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE EXTERIOR DESIGN HANDBOOK.
6. ALL MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MEP HANDBOOK.
7. ALL FINISHES SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FINISHES HANDBOOK.
8. ALL UTILITIES SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTILITIES HANDBOOK.
9. ALL LANDSCAPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE LANDSCAPING HANDBOOK.
10. ALL OTHER WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OTHER HANDBOOK.



1. Foundation
See PDS 9636



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KADING PROPERTIES
COTTAGE 6-PLEX

PROJECT ID:
PDS 5836

ISSUE DATE
DATE 10/25/23
DATE 10/25/23
DATE 10/25/23
DATE 10/25/23
DATE 10/25/23
DATE 10/25/23

Main Floor

3/16" = 1'-0"

NOT SCALE - SEE SHEET FOR DETAILS

A5

REFER TO STRUCTURAL DRAWING PAGES S1.1
THROUGH S2.3 FOR STRUCTURAL DESIGN

ESTIMATED AREA - CEILING		
LEVEL	CEILING TYPE	AREA
1st Floor	Drop Ceiling	1,100.00
2nd Floor	Drop Ceiling	1,100.00
3rd Floor	Drop Ceiling	1,100.00

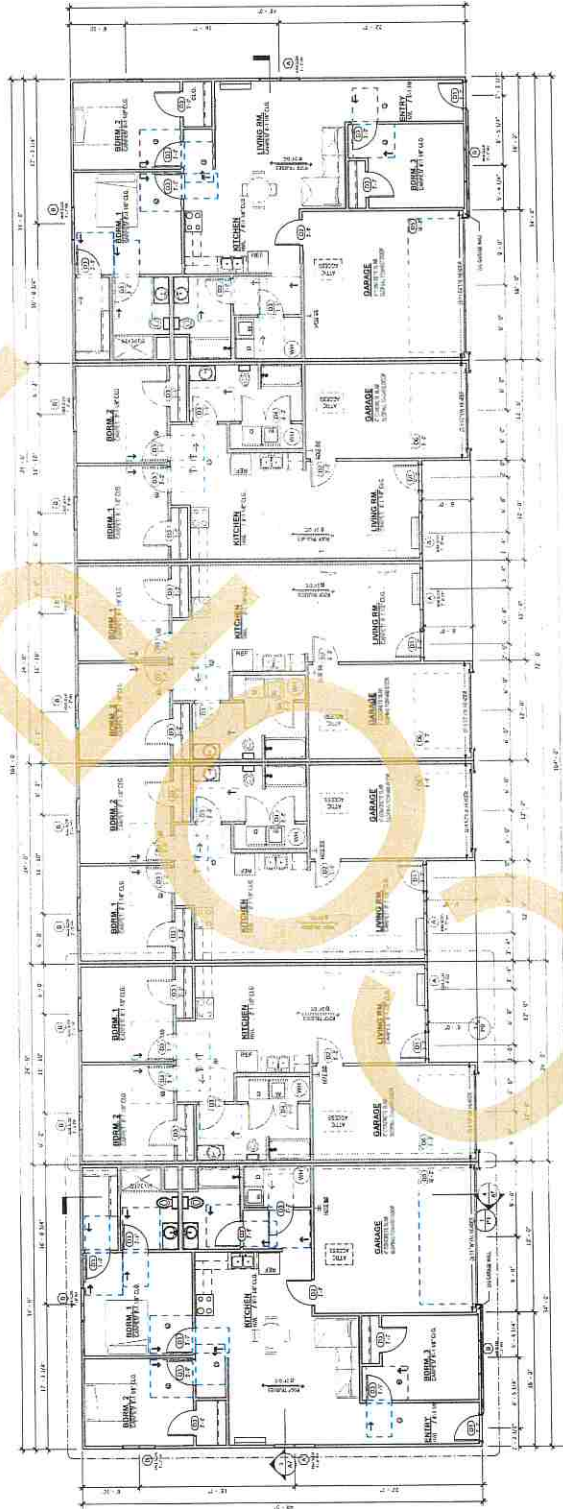
ESTIMATED AREA - FLOORING		
LOCATION	AREA	YARDS
1st Floor	1,100.00	1,100.00
2nd Floor	1,100.00	1,100.00
3rd Floor	1,100.00	1,100.00

AREA SCHEDULE		
NAME	SOFT	SOFT
1st Floor	1,100.00	1,100.00
2nd Floor	1,100.00	1,100.00
3rd Floor	1,100.00	1,100.00

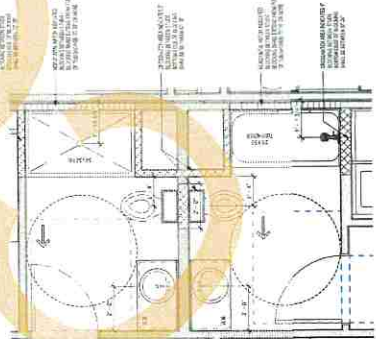
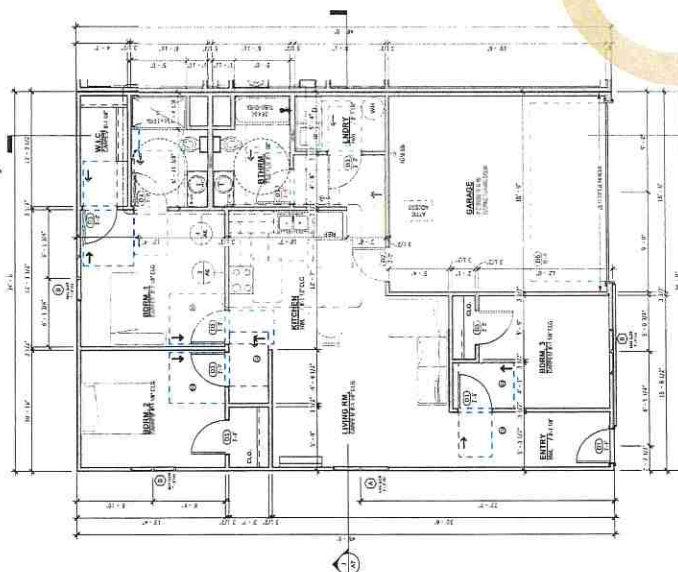
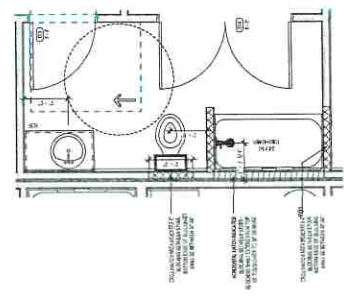
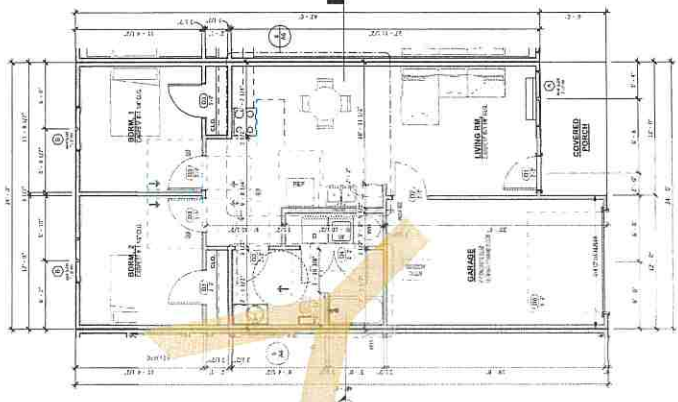
DOOR SCHEDULE		
ID	DOOR NO.	DOOR TYPE
1	101	101
2	102	102
3	103	103
4	104	104
5	105	105
6	106	106
7	107	107
8	108	108
9	109	109
10	110	110

WINDOW SCHEDULE		
ID	TYPE	HEIGHT
1	101	101
2	102	102
3	103	103
4	104	104
5	105	105
6	106	106
7	107	107
8	108	108
9	109	109
10	110	110

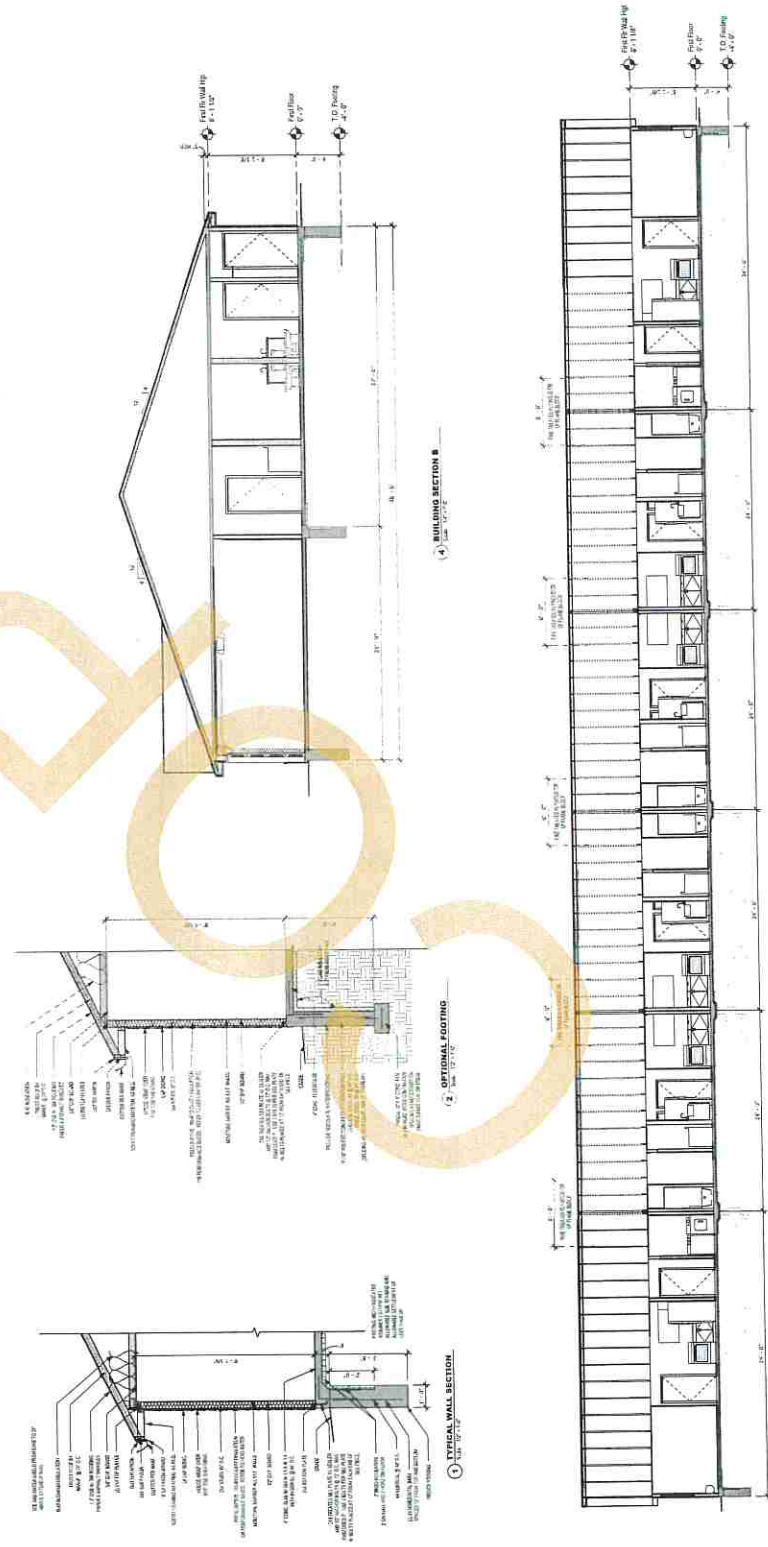
GENERAL CONSTRUCTION NOTES		
1.	ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).	
2.	ALL MATERIALS SHALL BE OF QUALITY AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.	
3.	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).	
4.	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).	
5.	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).	
6.	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).	
7.	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).	
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9.	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).	
10.	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).	

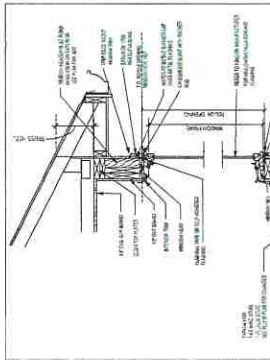


1st Floor

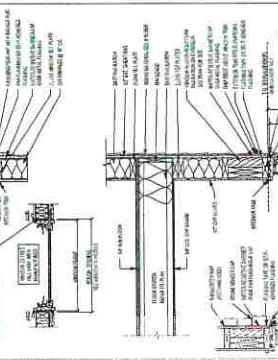


REFER TO STRUCTURAL DRAWING PAGES S1.1
THROUGH S2.3 FOR STRUCTURAL DESIGN

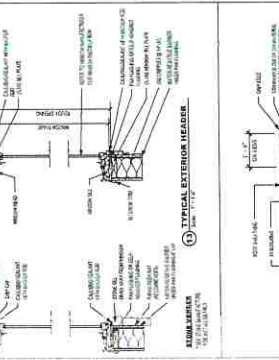




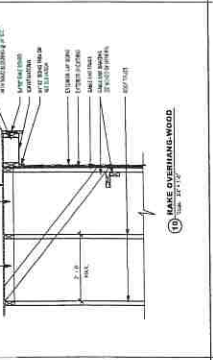
1 TYPICAL EXTERIOR WALL CORNER
See 10-1-17



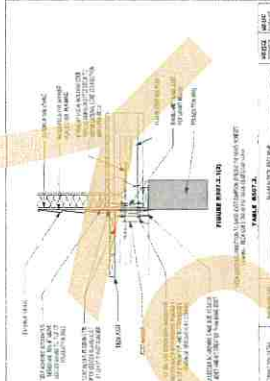
2 DECK LEDGER CONNECTION
See 10-1-17



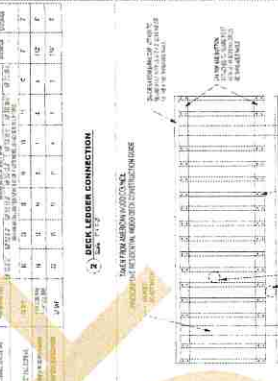
3 DECK POST CONNECTION
See 10-1-17



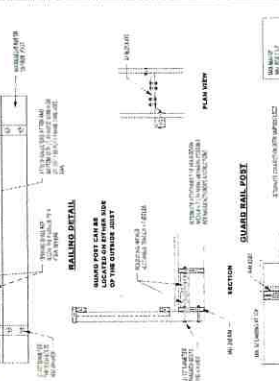
4 BATH TUB OSB INSULATION
See 10-1-17



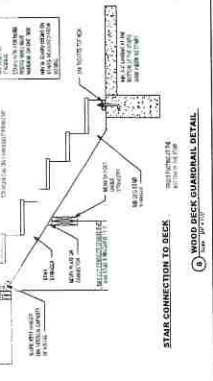
5 TYPICAL EXTERIOR WALL CORNER
See 10-1-17



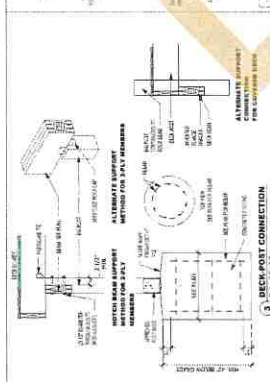
6 EXTERIOR WALL LADDER
See 10-1-17




7 NOTCHINGS AND BORING HOLES
See 10-1-17



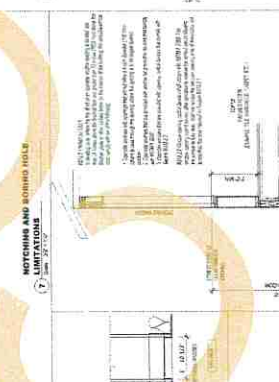
8 WOOD DECK GUARDRAIL DETAIL
See 10-1-17



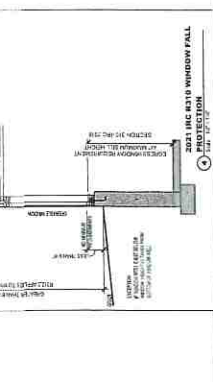
9 STAIR CONNECTION TO DECK
See 10-1-17



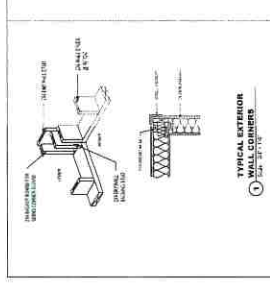
10 RAILING DETAIL
See 10-1-17



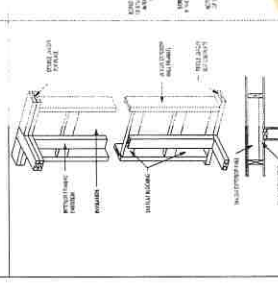
11 GUARDRAIL POST
See 10-1-17



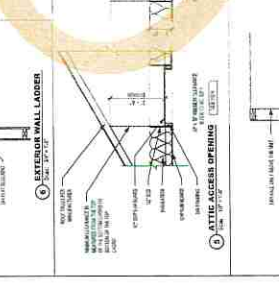
12 BATH TUB WINDOW FALL
See 10-1-17



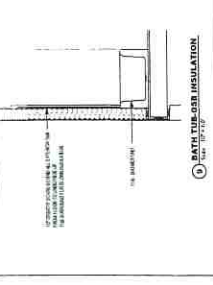
13 TYPICAL EXTERIOR WALL CORNER
See 10-1-17



14 ATTIC ACCESS OPENING
See 10-1-17



15 EXTERIOR WALL LADDER
See 10-1-17



16 BATH TUB OSB INSULATION
See 10-1-17

SCOPE OF WORK AND DEFINITIONS

- DrJ will provide the final DCD, including any delegated engineering, for review by the listed construction professional to ensure conformance with the intent of the building design pursuant to the architectural and MEP plan date/version specified herein. This review process shall conclude with set of DCDs having a "No Exceptions Noted" designation (i.e. the "for construction" documentation).

STRUCTURAL DESIGN AND DCD GENERAL NOTES

- WOOD MATERIALS OF CONSTRUCTION

1. **permanent** the design of structural elements or systems constructed partially or wholly of wood-based products, have been designed in accordance with one or more of the following methods, allowable stress design found in existing building codes, plastic design, or the design of wood joist and rafter design in accordance with IRC sections 2304, 2305 and 2307. 3) Conventional light-frame construction in accordance with Section 2400 and 2408, the use of wood joists and rafters with connection of log structures in accordance with the design and construction of log structures in accordance with provisions of ICC 400. 6) ANSI/AIA National Design Specification (NDS) for Wood Construction. 7) American Institute of Timber Construction (AITC) National Design Specification for Wood Construction. 8) ANSI/APA PRG - Permanent Wood Foundation Design Specification by ANSI (1991).

13. Mechanically laminated columns are presumed to be manufactured and identified as required in accordance with ANSI/ASME EP 599.

13. Structural leg members are presumed to be manufactured and identified as required in accordance with ASTM B 957, ICC 400, NDS and NDS Supplement, as pertinent.

17. For each of the proprietary manufactured products listed above, DRJ relies upon the manufacturer's published product, material, design and/or method of construction pursuant to an ISO/IEC 17025 technical evaluation report of a viable and signed report that delineated design values, applications, and other relevant quality, intellectual property, and safety concerns. DRJ also relies upon the manufacturer's published product, material, design and/or method of construction being performed by an ISO/IEC 17025 accredited agency or professional engineer. DRJ makes no representation or warranty with respect to proprietary product performance.

METAL PLATE CONNECTED WOOD TRUSSES

1. Metal plate connector (MPC) are prepared by manufacturer in accordance with AISI/TPI 1 "National Design Specification for Metal Plate Connected Wood Truss Design" (TPI 1). The design and performance of such truss relies upon the use of the AISI/TPI 1 technical evaluation report or a test and signed report that contains technical evaluation report of the materials, conditions of use, quality, installation and repair requirements. The use of such report is subject to the approval of an AISI/TPI 1 approved agency or professional engineer.
2. MPC wood trusses are prepared to be designed in accordance with the provisions of the Truss Manufacturer to provide stated and signed engineered design drawings (i.e., Truss design drawing) that delineate truss design criteria (i.e., building code, loads, deflections, verifiability considerations, etc.) and the path to design, application and conditions of use.
3. DED shall review the Truss Design Drawing (covering the end use and design of the Truss Manufacturer) and the location of the truss on a Truss Placement Diagram and truss permanent lateral restraint/diagonal bracing for compatibility with the DED Truss Design Drawing. The Truss Design Drawing shall include permanent bracing details to ensure proper bracing for handling, installation, erection, and bracing of Metal Plate Connected Wood Trusses ("MPC"). The Truss Design Drawings and Truss Placement Diagram shall be submitted to the DED for review. The review process shall conclude when a "No Exceptions" review designation is provided in writing.

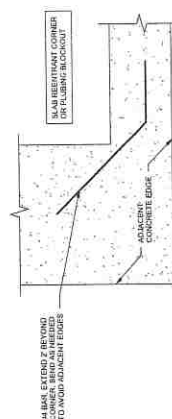
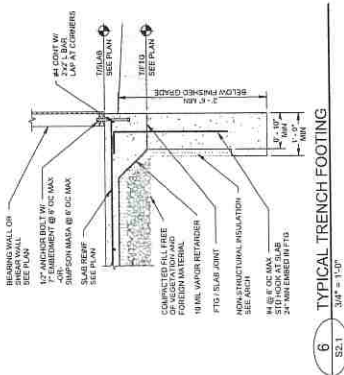
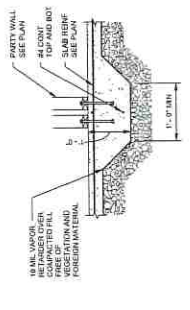
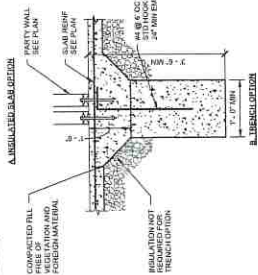
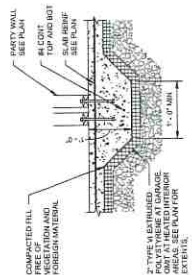
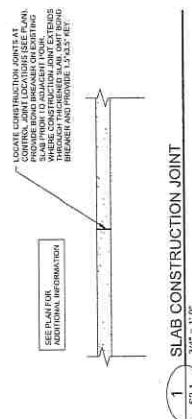
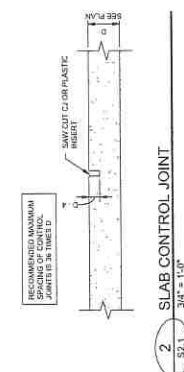
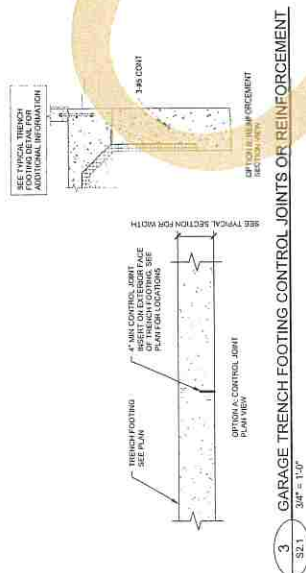


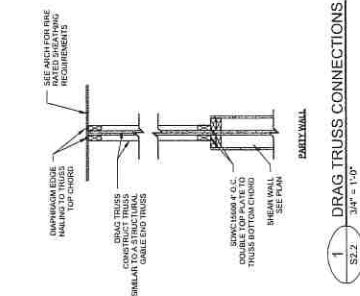
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Designed By	EJH
Drawn Up	ACH
Crafted By	DH
Unit	05/06/24
Project No	24-Dr-J-0085

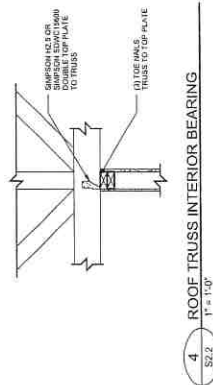
FOUNDATION DETAILS

S2.1

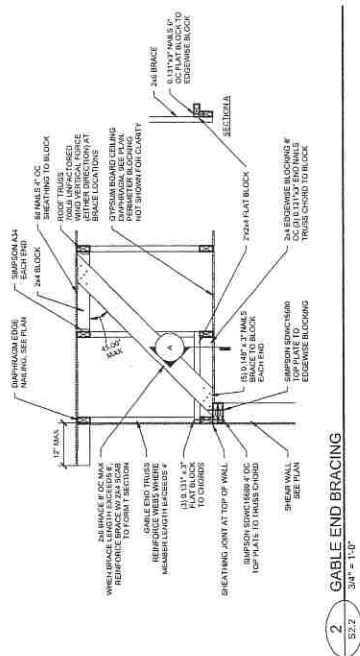




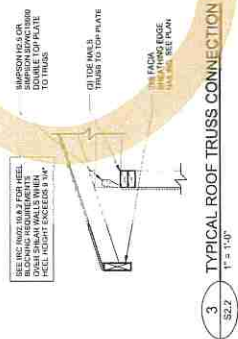
1 DRAG TRUSS CONNECTIONS
S2.2 3/4" = 1'-0"



4 ROOF TRUSS INTERIOR BEARING
S2.2 1" = 1'-0"



2 GABLE END BRACING
S2.2 $3/4" = 1'-0"$



3 TYPICAL ROOF TRUSS CONNECTION
S2.2 1" = 1'-0"



Kading Properties

Cottage 6-Plex

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REVISIONS		DATE	BY	DESCRIPTION
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FRAMING
DETAILS

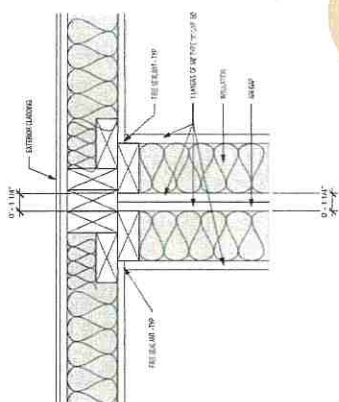
S2.2



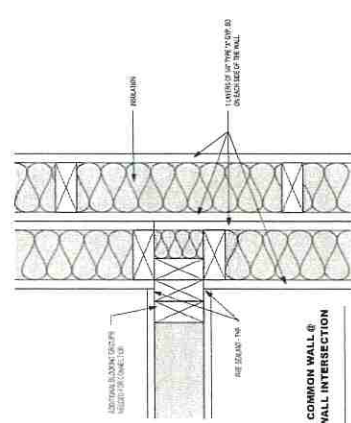
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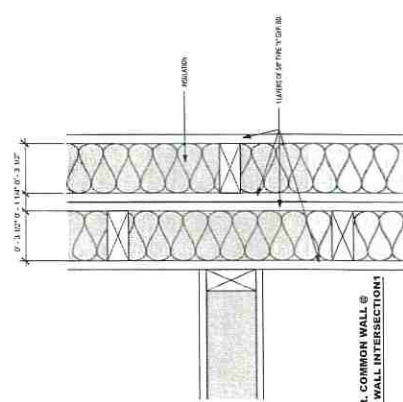
REFER TO STRUCTURAL DRAWING PAGES S1.1
THROUGH S2.3 FOR STRUCTURAL DESIGN



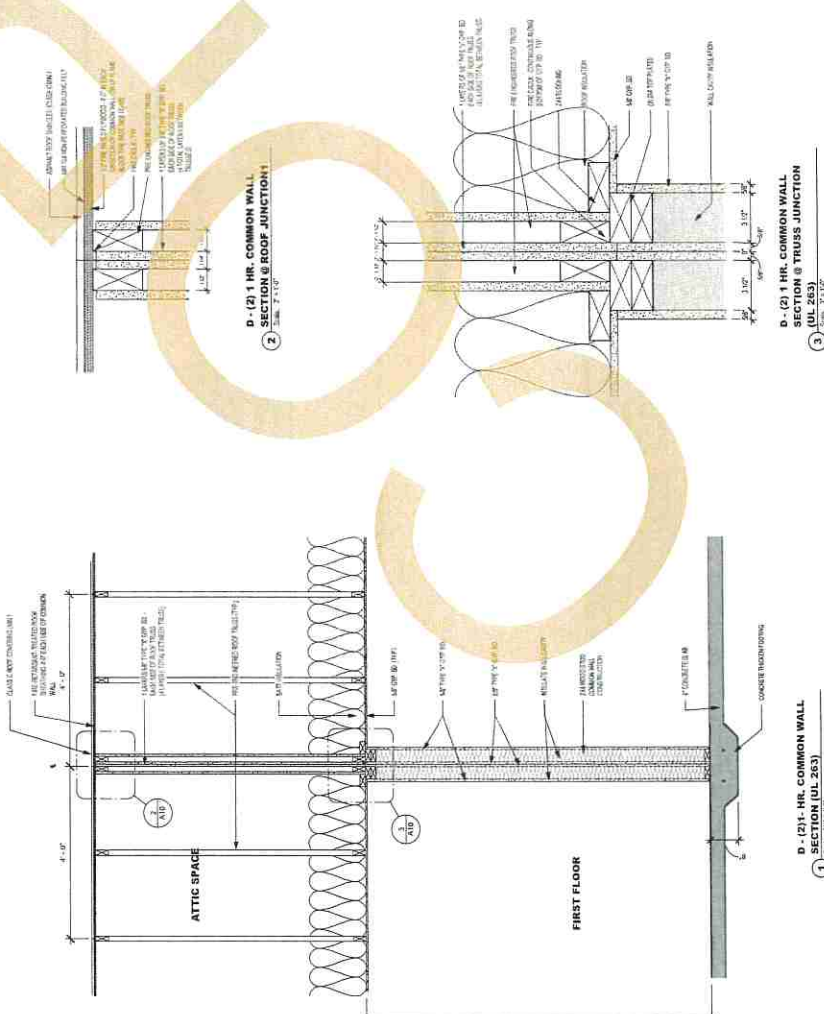
D - (2) 1 HR. COMMON WALL @
EXTERIOR WALL INTERSECTION



**D - (2)1 HR. COMMON WALL @
INTERIOR WALL INTERSECTION
OPTION1**



D - (2)1 HR. COMMON WALL @
INTERIOR WALL INTERSECTION



SECTION @ TRUSS JUNCTION
(UL 263)

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Journal of Internal Medicine 255: 111–120

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EQUAL OPPORTUNITY EMPLOYER. PLUM
DESIGN SERVICES, INC. IS AN EQUAL
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SERVICES, INC. IS AN EQUAL OPPORTUNITY
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MEMBER



AMERICAN INSTITUTE OF
BUILDING DESIGN
Creating where people live

KADING PROPERTIES
COTTAGE 4-PLEX

PROJECT ID:

PDS 9586

ISSUE DATE:

DATE: 10-16-23

DATE: 10-16-23

DATE: 10-16-23

DATE: 10-16-23

DATE: 10-16-23

DATE: 10-16-23

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DATE: 10-16-23

DATE: 10-16-23

DATE: 10-16-23

DATE: 10-16-23

Roof Plan -
Optional
Elevations
1/8" = 1'-0"

PLUM DESIGN SERVICES, INC.

A3

ESTIMATED AREA - ROOF - ELEVATION B

ESTIMATED AREA - ROOF - ELEVATION B
1. SQUARE AREA OF ROOF IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
2. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
3. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.

1. SQUARE AREA OF ROOF IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
2. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
3. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.

EXHAUST SYSTEM - ROOF VENTS

Exhaust System - Roof Vents
Number of Roof Vents - 20 NFA
Required Ridge Vent Feet - 11 NFA

1. SQUARE AREA OF ROOF IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
2. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
3. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.

ESTIMATED AREA - ROOF - ELEVATION C

ESTIMATED AREA - ROOF - ELEVATION C
1. SQUARE AREA OF ROOF IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
2. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
3. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.

1. SQUARE AREA OF ROOF IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
2. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
3. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.

EXHAUST SYSTEM - ROOF VENTS

Exhaust System - Roof Vents
Number of Roof Vents - 20 NFA
Required Ridge Vent Feet - 11 NFA

1. SQUARE AREA OF ROOF IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
2. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
3. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.

ESTIMATED AREA - ROOF - ELEVATION D

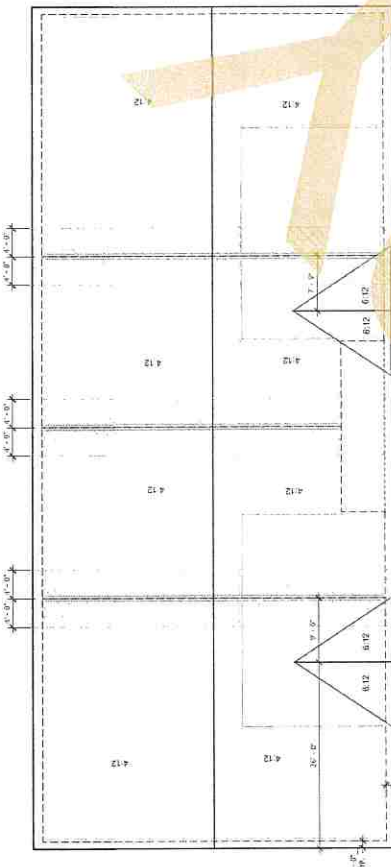
ESTIMATED AREA - ROOF - ELEVATION D
1. SQUARE AREA OF ROOF IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
2. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
3. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.

1. SQUARE AREA OF ROOF IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
2. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
3. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.

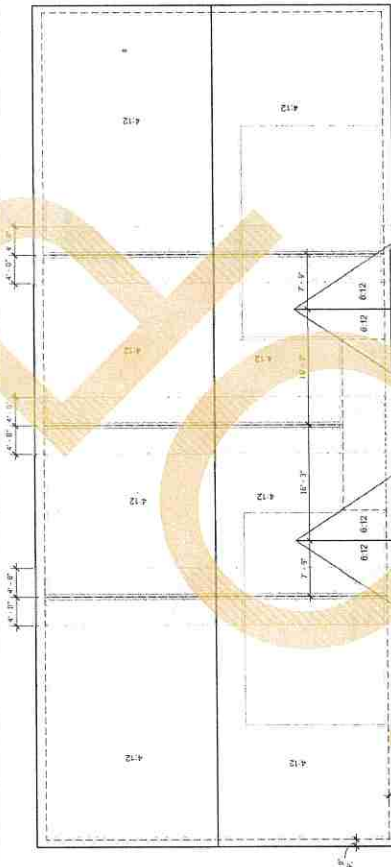
EXHAUST SYSTEM - ROOF VENTS

Exhaust System - Roof Vents
Number of Roof Vents - 20 NFA
Required Ridge Vent Feet - 11 NFA

1. SQUARE AREA OF ROOF IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
2. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.
3. ROOF AREA IS BASED ON THE EXTERIOR SURFACE OF THE ROOF.



1. ROOF PLAN - ELEVATION B



2. ROOF PLAN - ELEVATION C



3. ROOF PLAN - ELEVATION D



PLUM DESIGN SERVICES

PLUM DESIGN SERVICES, LLC, LICENSED ARCHITECTURAL FIRM, HAS PREPARED THIS DOCUMENT FOR THE PROJECT DESCRIBED HEREIN. THIS DOCUMENT IS THE PROPERTY OF PLUM DESIGN SERVICES, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PLUM DESIGN SERVICES, LLC. THE INFORMATION CONTAINED HEREIN IS FOR THE EXCLUSIVE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PROJECT. PLUM DESIGN SERVICES, LLC, DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR DOES IT ACCEPT ANY LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT. PLUM DESIGN SERVICES, LLC, SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DOCUMENT FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.

NUMBER

A1
BD

AMERICAN INSTITUTE OF
BUILDING DESIGN
Creating where people live

KADING PROPERTIES
COTTAGE 4-PLEX

PROJECT ID:
POS 9536
ISSUE DATE:
DATE: 10-16-23
DATE: 10-25-23
DATE: 10-25-23
DATE: 12-01-23
DATE: 12-08-23
DATE: 05-17-24
DATE: 09-04-24

Foundation
1/4" = 1'-0"

A4

MARK	DIMENSIONS	REINFORCEMENT	NOTES
------	------------	---------------	-------

LOCATION	AREA	CUBIC YARDS
Base Slab	1551.57	18.87
First Floor	1551.57	18.87
Second Floor	1551.57	18.87
Third Floor	1551.57	18.87
Fourth Floor	1551.57	18.87
Fifth Floor	1551.57	18.87
Sixth Floor	1551.57	18.87
Seventh Floor	1551.57	18.87
Eighth Floor	1551.57	18.87
Ninth Floor	1551.57	18.87
Tenth Floor	1551.57	18.87

NAME	SQ FT
Base Slab	1551.57
First Floor	1551.57
Second Floor	1551.57
Third Floor	1551.57
Fourth Floor	1551.57
Fifth Floor	1551.57
Sixth Floor	1551.57
Seventh Floor	1551.57
Eighth Floor	1551.57
Ninth Floor	1551.57
Tenth Floor	1551.57

ID	QTY	DOOR SIZE	ROUGH OPENING	WIDTH	HEIGHT	SPECIAL NOTES	Level
1	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
2	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
3	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
4	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
5	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
6	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
7	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
8	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
9	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
10	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor

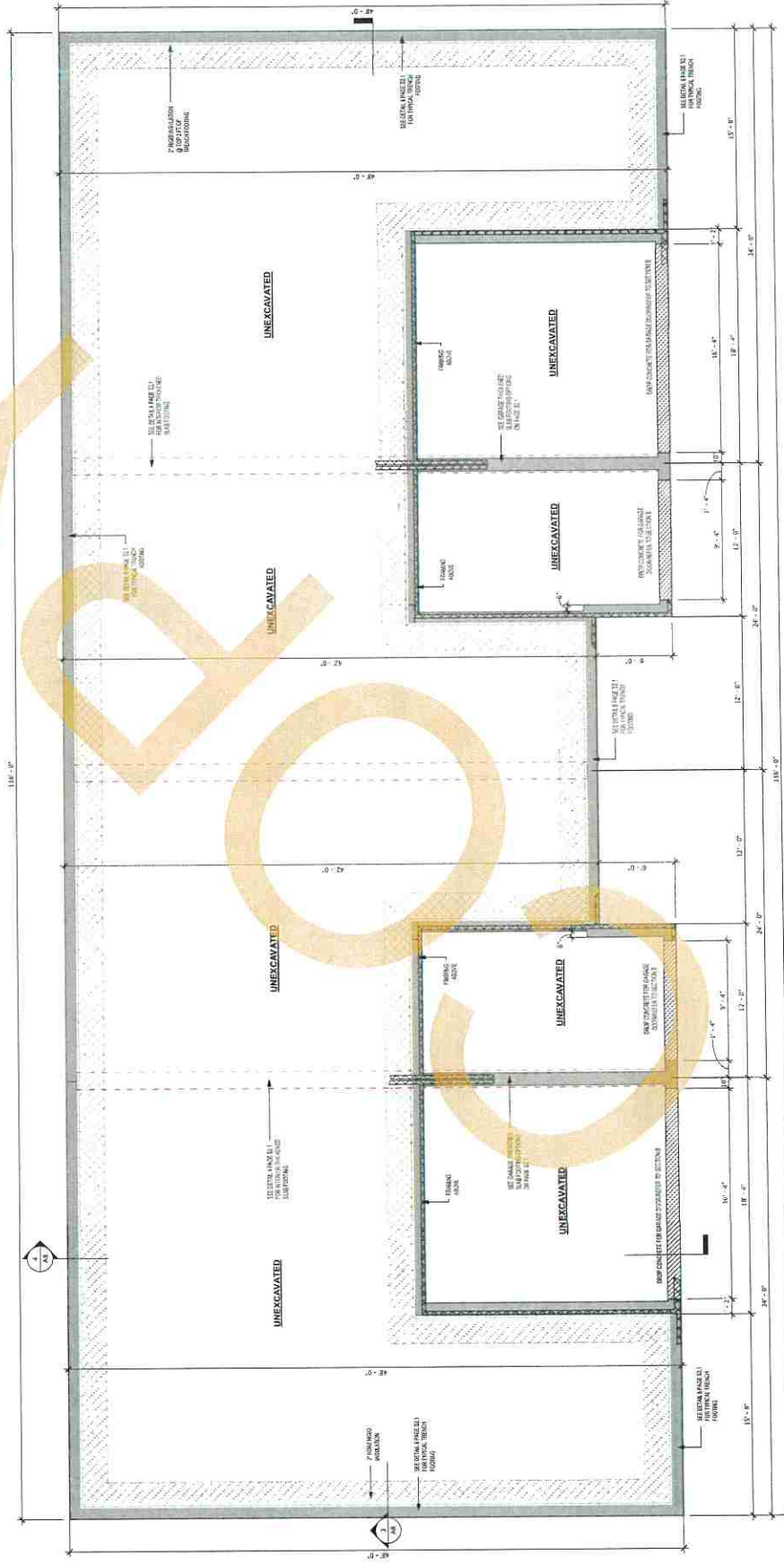
ID	QTY	TYPE	ROUGH OPENING	WIDTH	HEIGHT	SPECIAL NOTES	Level
1	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
2	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
3	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
4	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
5	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
6	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
7	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
8	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
9	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
10	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor

GENERAL CONSTRUCTION NOTES

1. REFER TO ALL DRAWINGS FOR THE LATEST REVISIONS.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
6. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
7. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
8. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

WINDOW SCHEDULE

ID	QTY	TYPE	ROUGH OPENING	WIDTH	HEIGHT	SPECIAL NOTES	Level
1	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
2	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
3	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
4	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
5	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
6	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
7	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
8	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
9	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor
10	1	1-1/2 x 6-6	1-1/2 x 6-6	1-1/2	6-6	1-1/2 x 6-6	First Floor



Basement
Scale: 1/8" = 1'-0"

REFER TO STRUCTURAL DRAWING PAGES S1.1
THROUGH S2.3 FOR STRUCTURAL DESIGN

ESTIMATED AREA - CEILING			
LEVEL	CEILING TYPE	AREA	
First Floor	Ceiling - Gypsum	1528 SF	
Second Floor	Ceiling - Gypsum	1528 SF	
Third Floor	Ceiling - Gypsum	1528 SF	
Fourth Floor	Ceiling - Gypsum	1528 SF	

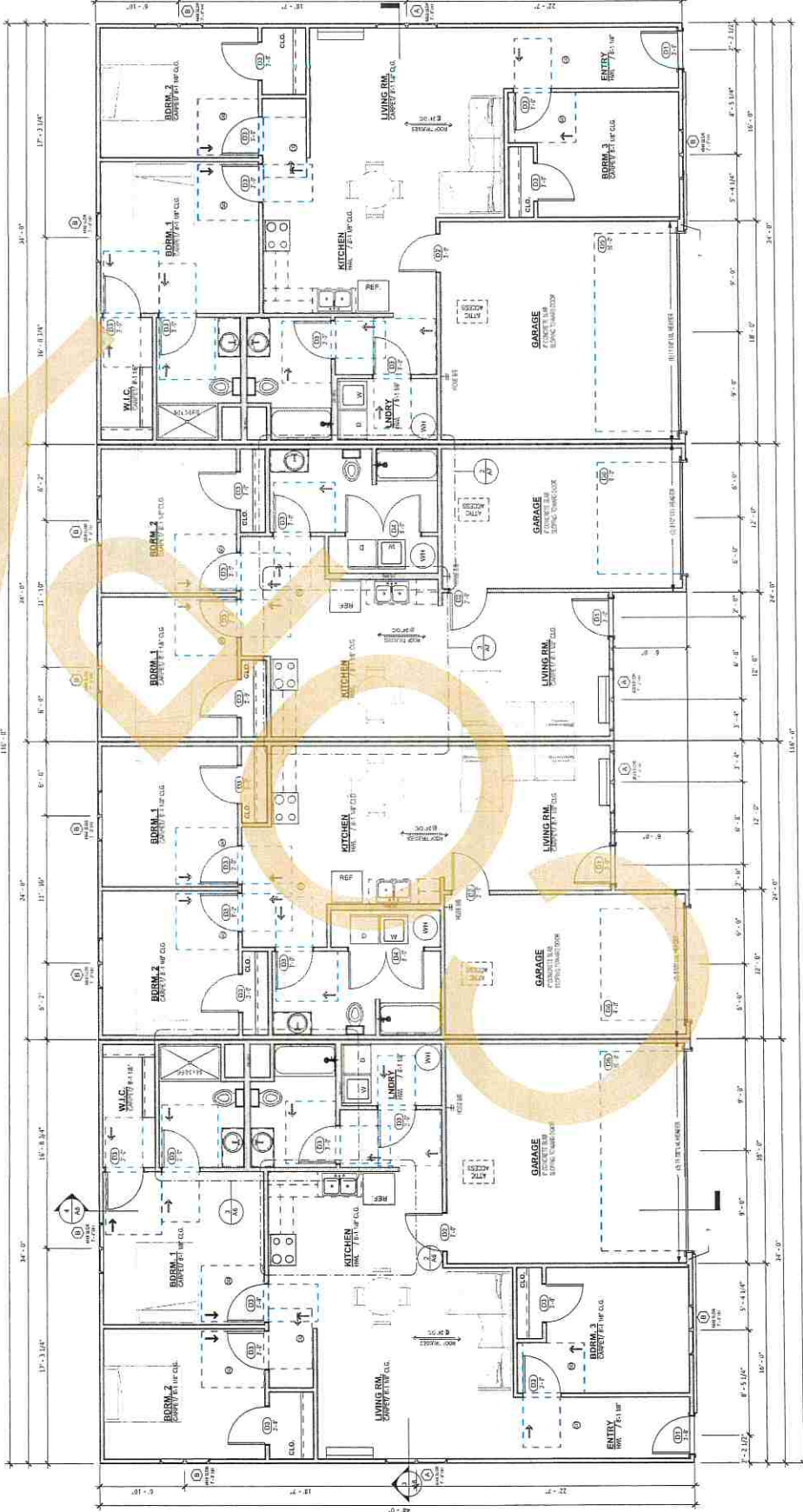
ESTIMATED AREA - FLOORWORK			
LOCATION	AREA	CUBIC	FAHRS
First Floor	1528 SF	1528 CFS	1528
Second Floor	1528 SF	1528 CFS	1528
Third Floor	1528 SF	1528 CFS	1528
Fourth Floor	1528 SF	1528 CFS	1528

AREA SCHEDULE		
NAME	SO FT	
Unit A	1528 SF	
Unit B	1528 SF	
Unit C	1528 SF	
Unit D	1528 SF	
Unit E	1528 SF	
Unit F	1528 SF	
Unit G	1528 SF	
Unit H	1528 SF	
Unit I	1528 SF	
Unit J	1528 SF	
Unit K	1528 SF	
Unit L	1528 SF	
Unit M	1528 SF	
Unit N	1528 SF	
Unit O	1528 SF	
Unit P	1528 SF	
Unit Q	1528 SF	
Unit R	1528 SF	
Unit S	1528 SF	
Unit T	1528 SF	
Unit U	1528 SF	
Unit V	1528 SF	
Unit W	1528 SF	
Unit X	1528 SF	
Unit Y	1528 SF	
Unit Z	1528 SF	

DOOR SCHEDULE			
ID	QTY	DOOR SIZE	ROUGH OPENINGS
1	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
2	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
3	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
4	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
5	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
6	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
7	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
8	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
9	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
10	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2

WINDOW SCHEDULE			
ID	QTY	TYPE	ROUGH OPENINGS
1	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
2	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
3	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
4	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
5	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
6	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
7	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
8	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
9	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2
10	4	1 1/2 x 6 1/2	1 1/2 x 6 1/2

GENERAL CONSTRUCTION NOTES	
1.	ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2.	ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3.	ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
4.	ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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8.	ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
9.	ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
10.	ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

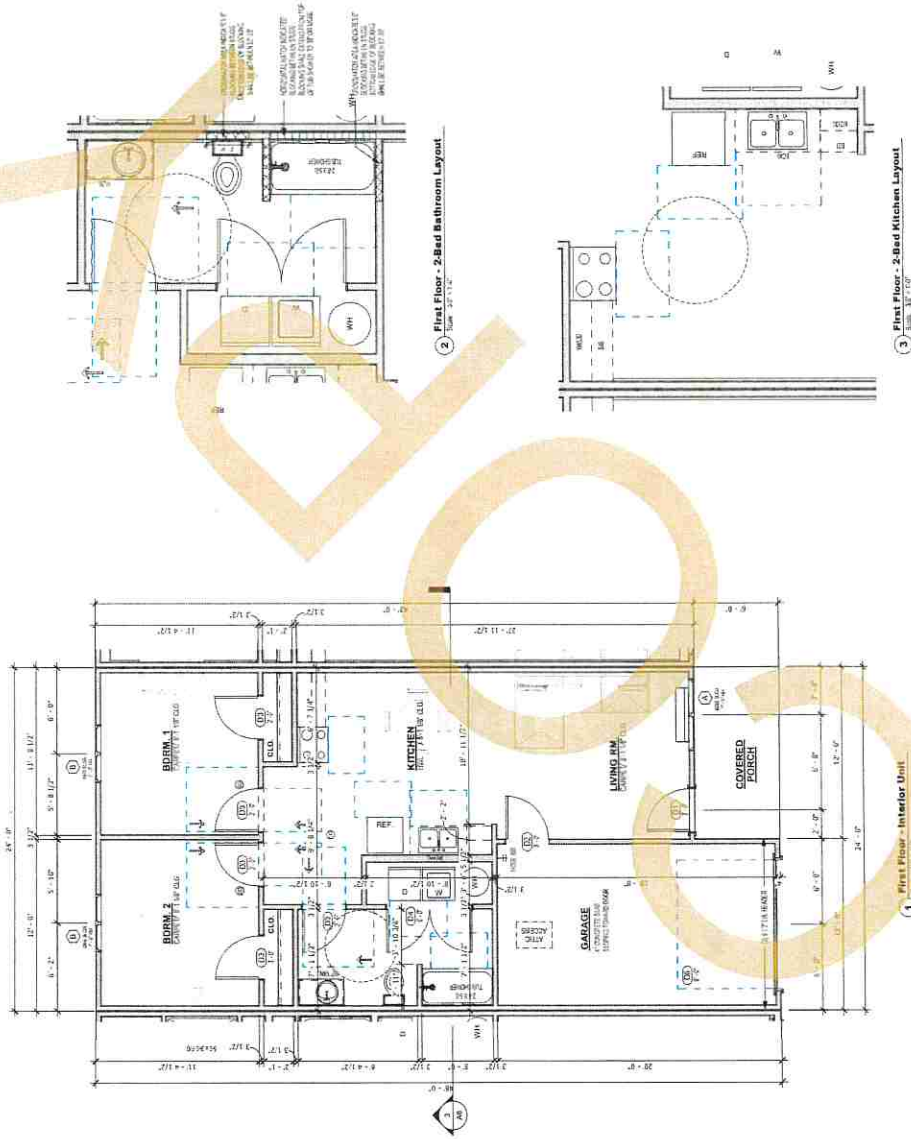


KADING PROPERTIES
COTTAGE 4-PLEX

PROJECT ID:
POS 5636
ISSUE DATE:
DATE: 10-16-23
DATE: 10-25-23
DATE: 10-25-23
DATE: 10-25-23
DATE: 10-25-23
DATE: 05-17-24
DATE: 09-04-24

2-Bed Unit
Plan
As indicated

A7

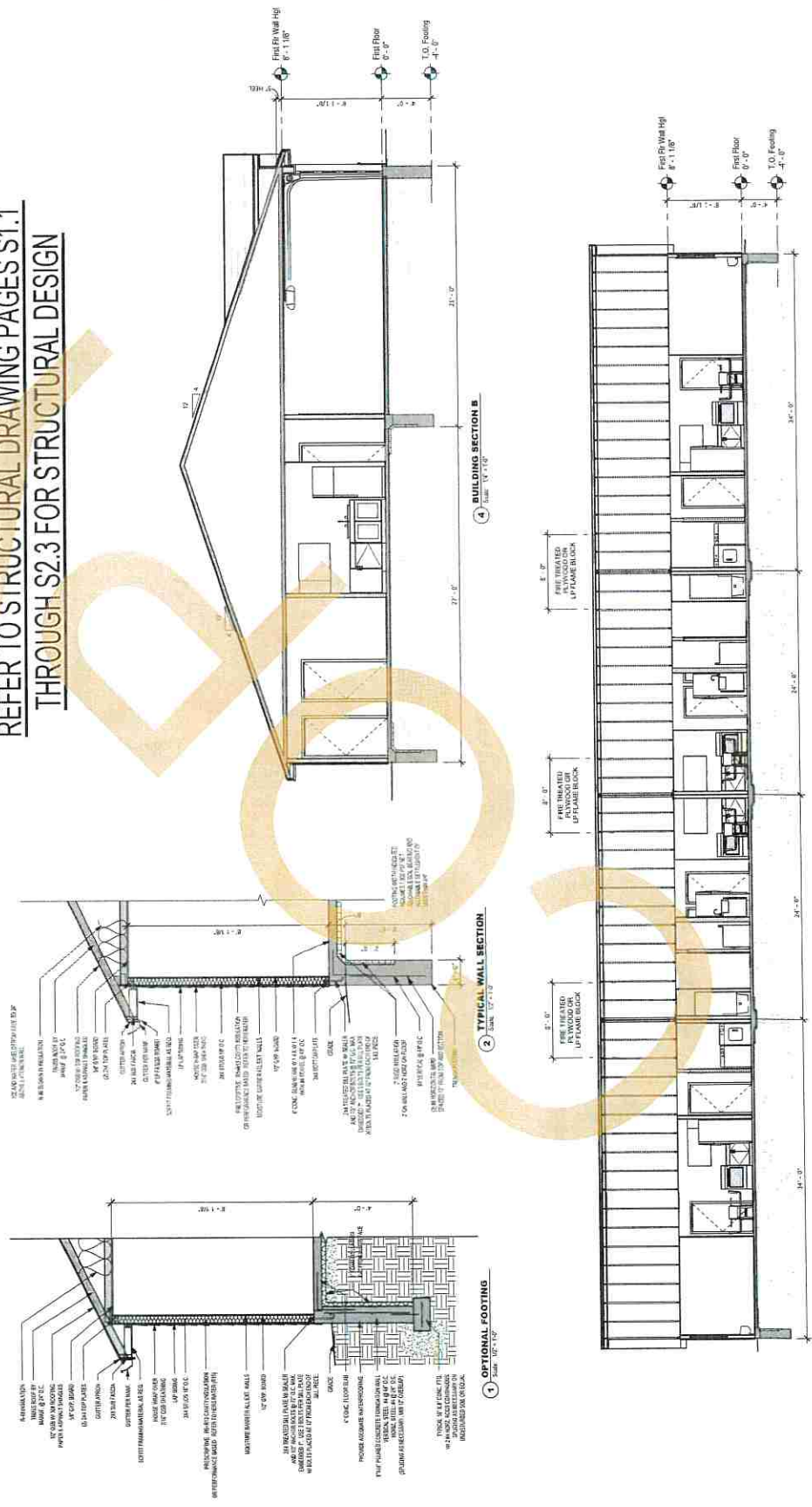


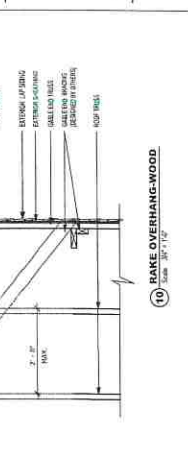
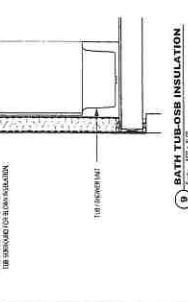
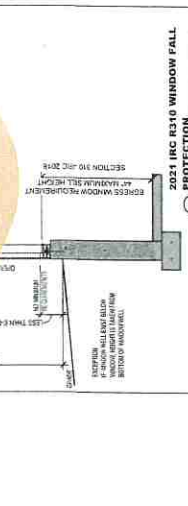
2 First Floor - 2-Bed Bathroom Layout
Scale: 1/8" = 1'-0"

3 First Floor - 2-Bed Kitchen Layout
Scale: 1/8" = 1'-0"

1 First Floor - Interior Unit
Scale: 1/8" = 1'-0"

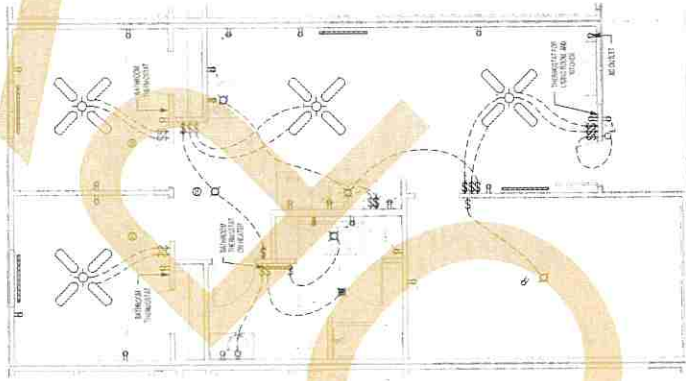
REFER TO STRUCTURAL DRAWING PAGES S1.1 THROUGH S2.3 FOR STRUCTURAL DESIGN



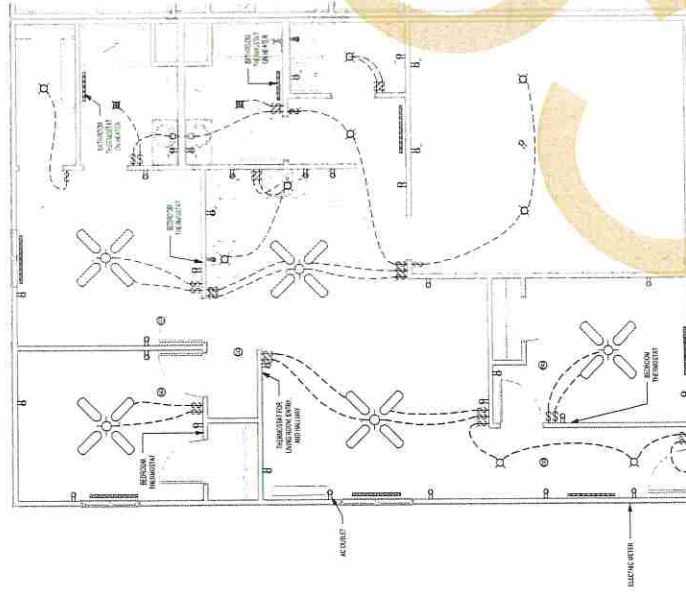
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ELECTRIC SYMBOLS

- 1. SINGLE PHASE
- 2. THREE PHASE
- 3. THREE PHASE
- 4. THREE PHASE
- 5. THREE PHASE
- 6. THREE PHASE
- 7. THREE PHASE
- 8. THREE PHASE
- 9. THREE PHASE
- 10. THREE PHASE
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- 99. THREE PHASE
- 100. THREE PHASE



3 First Floor - Interior Unit - Electrical
Scale: 1/4" = 1'-0"



2 First Floor - End Unit - Electrical
Scale: 1/4" = 1'-0"

S1.1



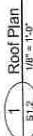
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[illegible]

Designed By	EJH
Drawn By	ACH
Crossed By	DH
Matn	051324
Project No.	24-DrJ-0088

ROOF PLAN

S1.2



PLAN LABEL	THICKNESS	ALTERNATE
1A	2 1/2"	1A
2A	2 1/2"	2A
3A	2 1/2"	3A
4A	2 1/2"	4A
5A	2 1/2"	5A
6A	2 1/2"	6A
7A	2 1/2"	7A
8A	2 1/2"	8A
9A	2 1/2"	9A
10A	2 1/2"	10A
11A	2 1/2"	11A
12A	2 1/2"	12A
13A	2 1/2"	13A
14A	2 1/2"	14A
15A	2 1/2"	15A
16A	2 1/2"	16A
17A	2 1/2"	17A
18A	2 1/2"	18A
19A	2 1/2"	19A
20A	2 1/2"	20A
21A	2 1/2"	21A
22A	2 1/2"	22A
23A	2 1/2"	23A
24A	2 1/2"	24A
25A	2 1/2"	25A
26A	2 1/2"	26A
27A	2 1/2"	27A
28A	2 1/2"	28A
29A	2 1/2"	29A
30A	2 1/2"	30A
31A	2 1/2"	31A
32A	2 1/2"	32A
33A	2 1/2"	33A
34A	2 1/2"	34A
35A	2 1/2"	35A
36A	2 1/2"	36A
37A	2 1/2"	37A
38A	2 1/2"	38A
39A	2 1/2"	39A
40A	2 1/2"	40A
41A	2 1/2"	41A
42A	2 1/2"	42A
43A	2 1/2"	43A
44A	2 1/2"	44A
45A	2 1/2"	45A
46A	2 1/2"	46A
47A	2 1/2"	47A
48A	2 1/2"	48A
49A	2 1/2"	49A
50A	2 1/2"	50A
51A	2 1/2"	51A
52A	2 1/2"	52A
53A	2 1/2"	53A
54A	2 1/2"	54A
55A	2 1/2"	55A
56A	2 1/2"	56A
57A	2 1/2"	57A
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66A	2 1/2"	66A
67A	2 1/2"	67A
68A	2 1/2"	68A
69A	2 1/2"	69A
70A	2 1/2"	70A
71A	2 1/2"	71A
72A	2 1/2"	72A
73A	2 1/2"	73A
74A	2 1/2"	74A
75A	2 1/2"	75A
76A	2 1/2"	76A
77A	2 1/2"	77A
78A	2 1/2"	78A
79A	2 1/2"	79A
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81A	2 1/2"	81A
82A	2 1/2"	82A
83A	2 1/2"	83A
84A	2 1/2"	84A
85A	2 1/2"	85A
86A	2 1/2"	86A
87A	2 1/2"	87A
88A	2 1/2"	88A
89A	2 1/2"	89A
90A	2 1/2"	90A
91A	2 1/2"	91A
92A	2 1/2"	92A
93A	2 1/2"	93A
94A	2 1/2"	94A
95A	2 1/2"	95A
96A	2 1/2"	96A
97A	2 1/2"	97A
98A	2 1/2"	98A
99A	2 1/2"	99A
100A	2 1/2"	100A

BEARING WALL SCHEDULE	
PLAN LABEL	STU03
BW1	(1) 2X4 AT 16"OC
BW2	(1) 2X6 AT 16"OC

PLAN LABEL	REINFORCING METHOD	FASTENERS	SPACING	NOTES
SW1	W/SP. W/SP. STRUC. UPL. PANEL	6" EXTENSION PER ROD (N)	6" T/CL, 7" FIELD	1. SEE SHEET R-2
SW2	CLAMP CONTINUOUSLY SHEATHED VWP	EXTENSION BREAKING PER TAB. (M2, 3.1) OR (2)	W/SP. 1" FASTENERS	2. SEE PLAN FOR LOCATION AND LENGTH
SW3	CLAMP CONTINUOUSLY SHEATHED VWP	EXTENSION BREAKING PER TAB. (M2, 3.1) OR (2)	W/SP. 1" FASTENERS	
SW4	CLAMP CONTINUOUSLY SHEATHED VWP OR OSTEAMBOARD	INTERIOR 3" PER TAB. (M2, 3.1) OR (2) N/A (S) OR (E) PER TAB. (M2, 3.1) OR (2) N/A (S) OR (E) PER TAB. (M2, 3.1) OR (2)	W/SP. 1" FASTENERS SEE SECTION M02.30.4.4 7" T/CL, 7" FIELD	



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MADISON, WI 53719
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DrJ Engineering LLC is a professional engineering firm providing structural, mechanical, electrical, and civil engineering services. We are a full-service engineering firm with a focus on providing high-quality, cost-effective solutions for our clients. Our team consists of highly skilled and experienced professionals who are dedicated to providing the best possible service to our clients. We are a member of the American Institute of Steel Construction (AISC) and the American Council of Engineering Companies (ACEC).



05/16/2024

Kading Properties

Cottage 4-Plex

1348 W. Spring Lake, WI 53088

REVISIONS		Date
Rev.	Description	
1	Initial Design	05/13/24
2	Revised Design	05/13/24
3	Final Design	05/13/24

Designed By	EJH
Checked By	ACH
Drawn By	DH
Date	05/13/24
Project No.	24-014-0088
TITLE	

SHEAR WALL
DETAILS

S2.3

TABLE B103.4
TENSION STRAP CAPACITY FOR RESISTING WIND PRESSURES
PERPENDICULAR TO TENSION STRAP AND CFT BRACE WALL PANELS^a

TENSION STRAP CAPACITY FOR RESISTING WIND PRESSURES PERPENDICULAR TO TENSION STRAP AND CFT BRACE WALL PANELS ^a	MAXIMUM OPERATING WIND SPEED (mi/hr)	TENSION STRAP CAPACITY REQUIRED (lb/ft)					
		15	20	25	30	35	40
MAXIMUM OPERATING WIND SPEED (mi/hr)	15	1,000	1,000	1,000	1,000	1,000	1,000
	20	1,000	1,000	1,000	1,000	1,000	1,000
	25	1,000	1,000	1,000	1,000	1,000	1,000
	30	1,000	1,000	1,000	1,000	1,000	1,000
MAXIMUM OPERATING WIND SPEED (mi/hr)	35	1,000	1,000	1,000	1,000	1,000	1,000
	40	1,000	1,000	1,000	1,000	1,000	1,000
	45	1,000	1,000	1,000	1,000	1,000	1,000
	50	1,000	1,000	1,000	1,000	1,000	1,000

^a Straps shall be installed in accordance with manufacturer's recommendations.

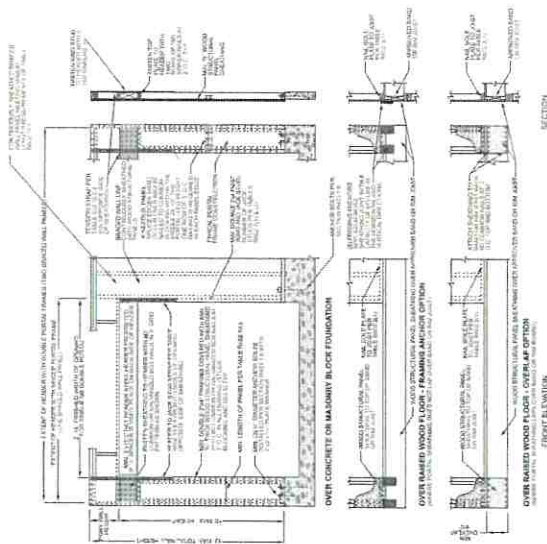
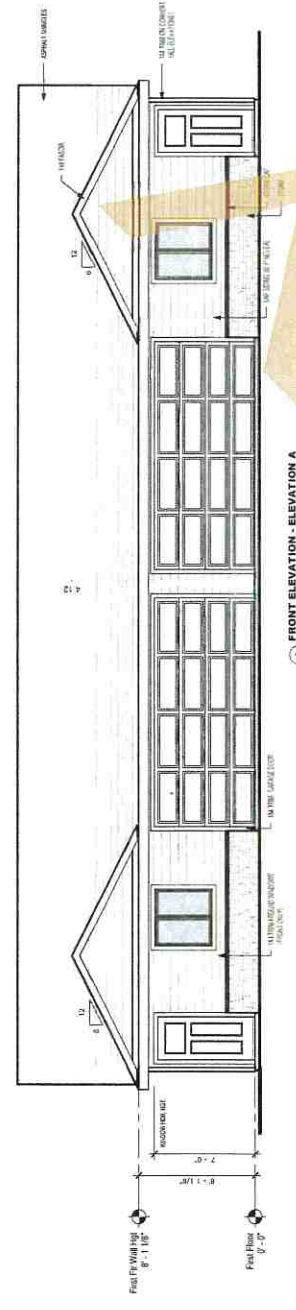


FIGURE B103.4
METHOD CS-PF - CONTINUOUSLY SHEATHED PORTAL FRAME CONSTRUCTION

1
S2.3
METHOD CS-PF

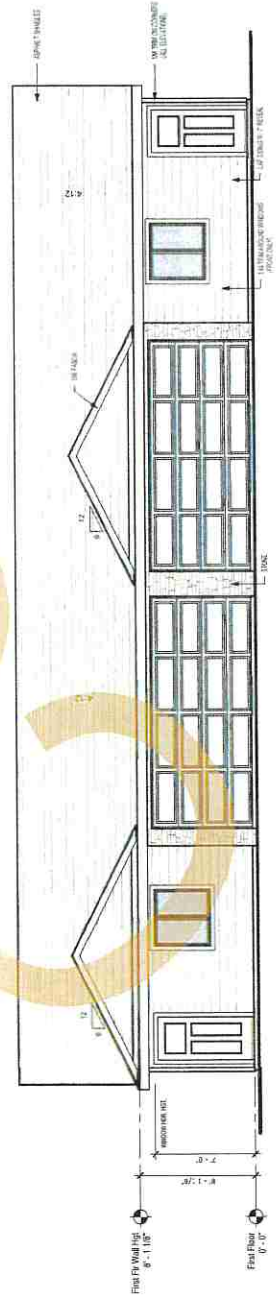
1/2" = 1'-0"



1 FRONT ELEVATION - ELEVATION A



2 FRONT ELEVATION - ELEVATION B



3 FRONT ELEVATION - ELEVATION C

CONCEPTUAL RENDERING



MEMBER	
A	B

AMERICAN INSTITUTE OF
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Creating where people live

KADING PROPERTIES
ELIZABETH

PROJECT ID:
PDS 5636

ISSUE DATE:	10-03-2010
DATE:	10-12-2010
DATE:	10-25-2010
DATE:	10-30-2010
DATE:	12-01-2010
DATE:	12-08-2010
DATE:	09-04-2011
DATE:	

**Roof Plan -
Optional
Elevations**
1/8" = 1'-0"

A3



ESTIMATED AREA - ROOF - ELEVATION A

- SQUARE FOOTAGE OF ROOF IS TAKEN FROM THE EXPOSED SURFACE OF THE ROOF.

WEEDS DON'T GROW IN OUR LAKES. PLACES ARE NOTED ON MAPS.
 ABOUT 400,000 LBS OF WEEDS ARE REMOVED FROM LAKES ANNUALLY.
 800.635.2862
 414.562.1234

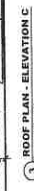
EXHAUST SYSTEM - ROOF VENTS			
Attic Zone	Sq. Ft. (Area)	Calculation Ridge (1x)	Number of Roof Vents - 50 NFA
Area	3274 SF	303	16
			Required Ridge Vent (Feet) - 11 NFA
			17'

1. **AREA OF THE AREA**
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EXHAUST SYSTEM - ROOF VENTS				
Atk. Zone	Sq. Ft. (Area)	Calculation Rule (1b)	Number of Roof Vents - 50 NFA	Required Ridge Vent (feet) - 11 NFA
Zone 1	1,000	1000 / 100	10	7"

- [illegible]



EXHAUST SYSTEM - ROOF VENTS				
Attic Zone	Sq. Ft. (Area)	Calculation Rules (1x)	Number of Roof Vents - 50 NFA	Required Ridge Vent (Feet) - 11 NFA

- [illegible]

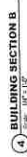
ESTIMATED AREA - CEILING	LEVEL	CEILING TYPE	AREA
First Floor	Slab-on-Ground	501.57	501.57
Second Floor	Slab-on-Ground	501.57	501.57

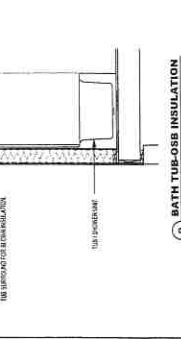
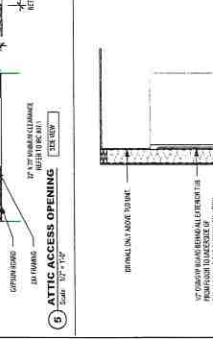
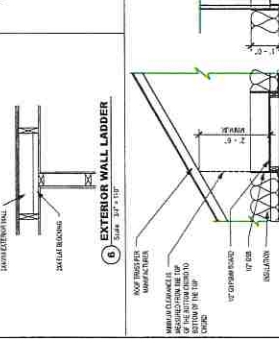
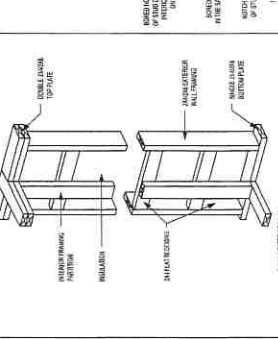
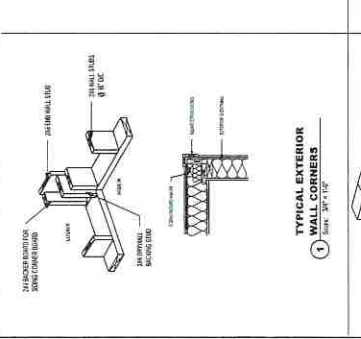
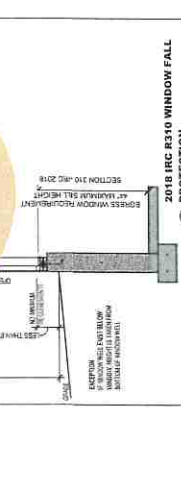
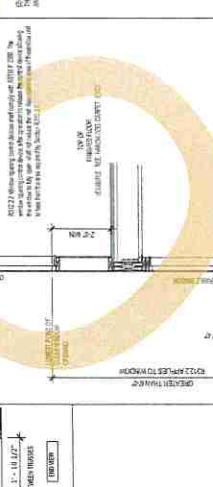
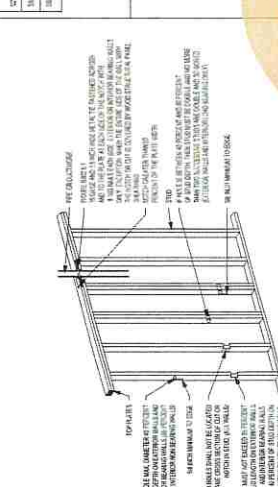
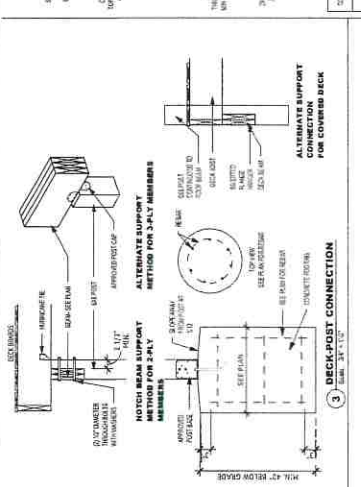
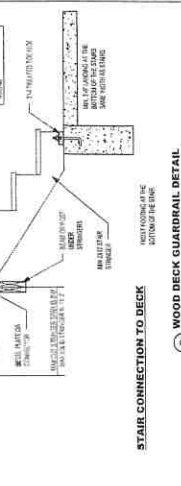
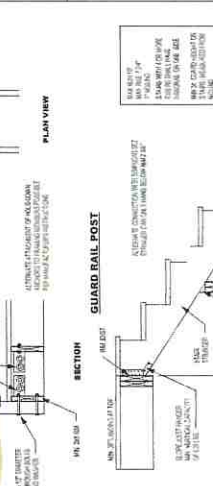
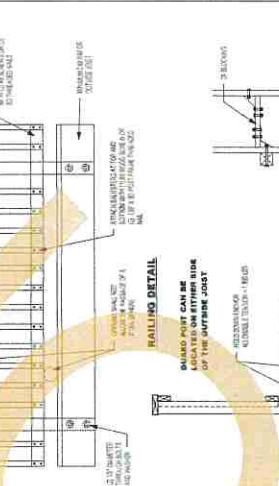
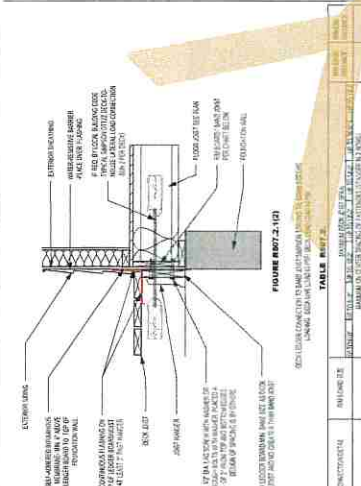
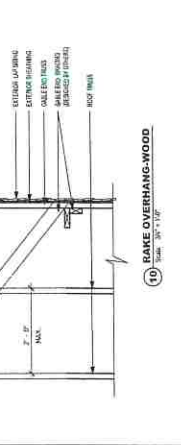
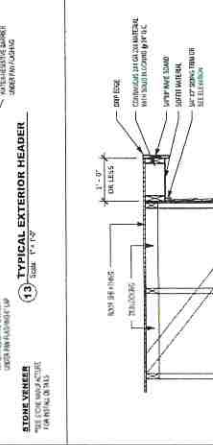
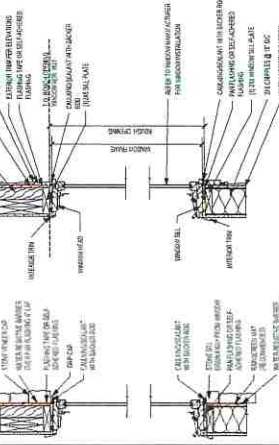
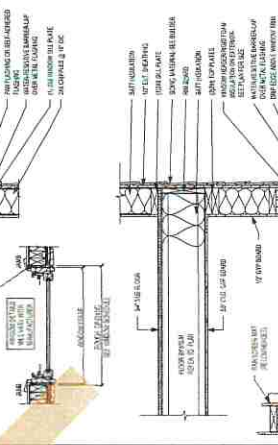
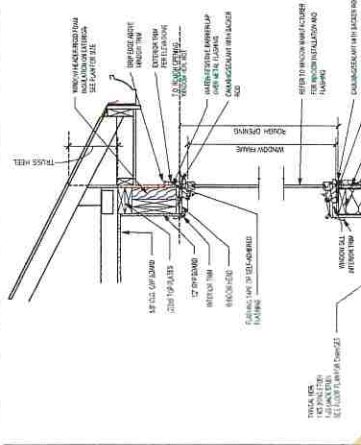
ESTIMATED AREA - FLOORWORK	LOCATION	AREA	CUBIC YARDS
First Floor	Slab-on-Ground	501.57	16.63
Second Floor	Slab-on-Ground	501.57	16.63

AREA SCHEDULE	NAME	SO FT
1	W.C.	101.57
2	W.C.	101.57
3	W.C.	101.57
4	W.C.	101.57
5	W.C.	101.57
6	W.C.	101.57
7	W.C.	101.57
8	W.C.	101.57
9	W.C.	101.57
10	W.C.	101.57
11	W.C.	101.57
12	W.C.	101.57
13	W.C.	101.57
14	W.C.	101.57
15	W.C.	101.57
16	W.C.	101.57
17	W.C.	101.57
18	W.C.	101.57
19	W.C.	101.57
20	W.C.	101.57
21	W.C.	101.57
22	W.C.	101.57
23	W.C.	101.57
24	W.C.	101.57
25	W.C.	101.57
26	W.C.	101.57
27	W.C.	101.57
28	W.C.	101.57
29	W.C.	101.57
30	W.C.	101.57
31	W.C.	101.57
32	W.C.	101.57
33	W.C.	101.57
34	W.C.	101.57
35	W.C.	101.57
36	W.C.	101.57
37	W.C.	101.57
38	W.C.	101.57
39	W.C.	101.57
40	W.C.	101.57
41	W.C.	101.57
42	W.C.	101.57
43	W.C.	101.57
44	W.C.	101.57
45	W.C.	101.57
46	W.C.	101.57
47	W.C.	101.57
48	W.C.	101.57
49	W.C.	101.57
50	W.C.	101.57
51	W.C.	101.57
52	W.C.	101.57
53	W.C.	101.57
54	W.C.	101.57
55	W.C.	101.57
56	W.C.	101.57
57	W.C.	101.57
58	W.C.	101.57
59	W.C.	101.57
60	W.C.	101.57
61	W.C.	101.57
62	W.C.	101.57
63	W.C.	101.57
64	W.C.	101.57
65	W.C.	101.57
66	W.C.	101.57
67	W.C.	101.57
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72	W.C.	101.57
73	W.C.	101.57
74	W.C.	101.57
75	W.C.	101.57
76	W.C.	101.57
77	W.C.	101.57
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94	W.C.	101.57
95	W.C.	101.57
96	W.C.	101.57
97	W.C.	101.57
98	W.C.	101.57
99	W.C.	101.57
100	W.C.	101.57

DOOR SCHEDULE				SPECIAL NOTES	
ID	QTY	DOOR SIZE	ROUGH OPENINGS	LEVEL	
01	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
02	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
03	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
04	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
05	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
06	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
07	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
08	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
09	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
10	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
11	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
12	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
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14	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
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16	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
17	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
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62	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
63	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
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97	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
98	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
99	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	
100	2	3'-0" x 7'-0"	3'-0" x 7'-0"	First Floor	

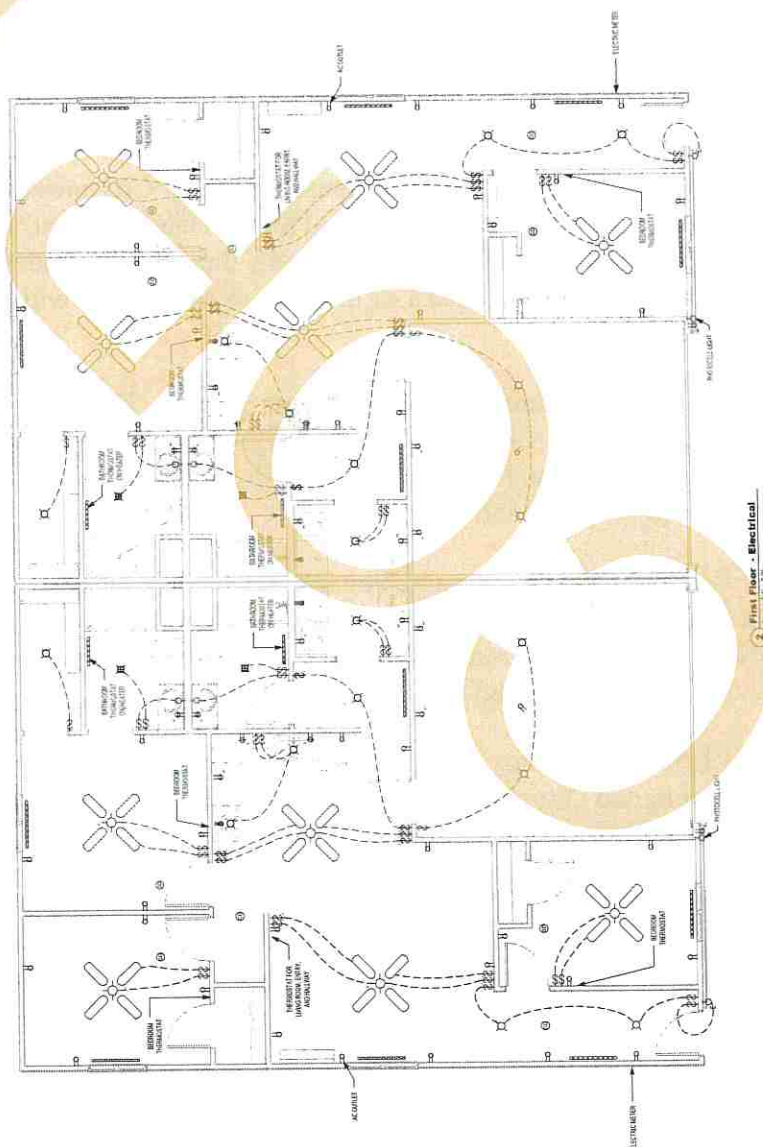
WINDOW SCHEDULE						
ID	QTY	TYPE	ROUGH OPENINGS		SPECIAL NOTES	Level
			WIDTH	HEIGHT		
A	2	W.C. CLIN W.C. SLD	5'-0"	7'-0"	Multi Splice Metal 5'-0"	First Floor





SECTION (UL 283)

ELECTRIC SYMBOLS



RESOLUTION NO. 096 (2024/2025)

Resolution Authorizing Economic Development Grant Agreement with Sierra Heights, L.L.C. and Nevada Dev, LLC and Authorizing Agreement for Private Development with Sierra Heights, L.L.C.

WHEREAS, Sierra Heights, L.L.C. has proposed to undertake the construction of a residential subdivision (the “Sierra Heights Housing Project”) in the City of Nevada, Iowa (the “City”), including the construction of public infrastructure improvements necessary for the development of the Sierra Heights Housing Project; and

WHEREAS, Nevada Dev, LLC has undertaken the construction of a residential subdivision (the “Nevada Dev Housing Project”) in the City, including the construction of public infrastructure improvements necessary for the development of the Nevada Dev Housing Project; and

WHEREAS, Sierra Heights and Nevada Dev have proposed to cooperate to cause the construction of certain trail improvements (the “Trail Project”) in connection with the Sierra Heights Housing Project and the Nevada Dev Housing Project; and

WHEREAS, Sierra Heights has requested that the City provide financial assistance in the form of an economic development grant (the “Sierra Heights Grant”) in an amount no to exceed \$395,000 to be used by Sierra Heights in paying the costs of undertaking the extension of an eighteen-inch sewer line at the request of the City in connection with the Sierra Heights Housing Project; and

WHEREAS, a certain Agreement for Private Development (the “Sierra Heights Agreement”) between the City and Sierra Heights has been prepared which sets forth the responsibilities of the City and Sierra Heights with respect to the Sierra Heights Housing Project and the Sierra Heights Grant; and

WHEREAS, Sierra Heights and Nevada Dev have requested that the City provide financial assistance in the form of an economic development grant (the “Trail Project Grant”) in an amount no to exceed \$150,000 to be used by Sierra Heights and/or Nevada Dev in paying the costs of undertaking the Trail Project; and

WHEREAS, a certain economic development grant agreement (the “Trail Project Agreement”) among the City, Sierra Heights and Nevada Dev has been prepared which sets forth the responsibilities of the City, Sierra Heights and Nevada Dev with respect to the Trail Project and the Trail Project Grant; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors; and

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Sierra Heights Housing Project, the Nevada Dev Housing Project and the Trail Project will add diversity and generate new opportunities for the Nevada and Iowa economies;

(b) The Sierra Heights Housing Project, the Nevada Dev Housing Project and the Trail Project will generate public gains and benefits, particularly in the creation and retention of jobs and income and new housing opportunities, which are warranted in comparison to the amount of the proposed Sierra Heights Grant and the Trail Project Grant.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Sierra Heights Agreement and funding the Sierra Heights Grant, and a public purpose will reasonably be accomplished by entering into the Trail Project Agreement and funding the Trail Project Grant.

Section 3. The Sierra Heights Grant in an amount not to exceed \$395,000 is hereby approved, subject to the terms and conditions set out in the Sierra Heights Agreement to be entered into by Sierra Heights and the City. The Mayor and the City Administrator, with advice from legal counsel to the City, are hereby authorized and directed to prepare any additional documentation and to make such changes to the Sierra Heights Agreement as are deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to implement the Sierra Heights Grant approved herein, including the Sierra Heights Agreement, in substantially the form as has been presented to this City Council.

Section 4. The Trail Project Grant in an amount not to exceed \$150,000 is hereby approved, subject to the terms and conditions set out in the Trail Project Agreement to be entered into by Sierra Heights, Nevada Dev and the City. The Mayor and the City Administrator, with advice from legal counsel to the City, are hereby authorized and directed to prepare any additional documentation and to make such changes to the Trail Project Agreement as are deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to implement the Trail Project Grant approved herein, including the Trail Project Agreement, in substantially the form as has been presented to this City Council.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed.

AGREEMENT FOR PRIVATE DEVELOPMENT
Between the City of Nevada, Iowa and
_____, L.L.C.

Preparer Information: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, Iowa 50309 (515) 244-2600

Taxpayer Information: Sierra Heights, L.L.C., 7008 Madison Avenue, Urbandale, IA 50322

Return Document to: Sierra Heights, L.L.C., 7008 Madison Avenue, Urbandale, IA 50322

Grantor: City of Nevada, Iowa

Grantee: Sierra Heights, L.L.C.

Property Description: See Page 1

AGREEMENT FOR PRIVATE DEVELOPMENT

Between the City of Nevada, Iowa and

_____, L.L.C.

This AGREEMENT FOR PRIVATE DEVELOPMENT (the "Agreement") is made on or as of the _____ day of _____, 2025, by and between the CITY OF NEVADA, IOWA, a municipality (the "City") and SIERRA HEIGHTS, L.L.C., an Iowa limited liability company (the "Developer"), whose principal place of business is located at 7008 Madison Avenue, Urbandale, IA 50322.

Recitals

A. The City has undertaken a program for economic development in the City by adopting its Urban Revitalization Plan in _____, 20____, and the City will amend its Urban Revitalization Plan pursuant to this Agreement with the Developer.

B. The Developer is under contract, subject to the satisfaction of certain conditions, to purchase certain real property, commonly known as a portion of Assessor Parcel No. 1106300105 and legally described in the attached **Exhibit "A-1"** and as depicted on the attached Preliminary Plat as **Exhibit "A-2"** ("Property");

C. The Developer proposes to construct on the Property a residential rental housing development, including the infrastructure necessary for it (the "Project"), and the City desires that Developer do so.

D. The City and Developer desire to have Developer construct all infrastructure located within the Property in accordance with the City's comprehensive plan and to SUDAS and City standards according to an approved site plan.

E. The City has agreed to provide a tax abatement to Developer as provided in this Agreement.

F. The City and Developer desire to enter into this Agreement for the purpose of detailing the responsibilities of each party in the construction of certain improvements associated with the Property.

Terms of Agreement

NOW, THEREFORE, in consideration of the above-stated recitals and the promises and assurances set forth below, the City and Developer agree as follows:

1. THE PROJECT: The Developer, at its expense, shall construct a residential housing development (the "Development") [in no fewer than ____ () phases at Developer's reasonable discretion, collectively] consisting of no fewer than ____ () market-rate multi-bedroom leased housing units [within ____ () months ("Construction Deadline") following the last to occur of (i) acquisition of title to the

Property; and (ii) the completion of construction of the City Infrastructure, as defined below, if any.] All specifications for the Development shall be derived from approved site plans, landscape plans, grading plans, and other plans submitted by Developer to City that are approved by the City. Any changes to the plans must first be approved by the City in writing.

2. CONTRIBUTIONS, OBLIGATIONS AND UNDERTAKINGS OF DEVELOPER:

- A) The Developer shall utilize standard construction practices with regard to the construction of the residences, including architectural shingles, engineered wood siding (or comparable) with 50-year warranty stone veneer, and neutral earth tone colors.
- B) The Developer, at its expense, shall construct private entrances and streets located within the Property, public storm sewer lines and public sanitary lines to serve the Development and to be connected to the City's infrastructure, and will be dedicated to the City following construction. All maintenance on private infrastructure will be performed by, and at the expense of, Developer. The necessary private drives, storm sewer lines, and sanitary sewer lines will be constructed in accordance with SUDAS standards, according to the approved site plan. The connections of all such private infrastructure to the City's infrastructure shall be supervised by, and subject to the approval of City officials. Following construction, the Developer shall dedicate the public storm sewer and public sanitary sewer lines to the City, and the City will accept such dedications.
- C) The Developer hereby agrees that it shall install an extension of the eighteen inch sanitary sewer line in the location shown on the attached Exhibit "C" ("Sewer Extension"), provided, however that the City will repay Developer for the costs of extending the sanitary sewer line (the "Sewer Extension Costs"). Upon completion of the Sewer Extension, the Developer shall submit to the City a "Disbursement Request" in the form attached hereto as Exhibit B for review as provided herein requesting reimbursement of the Sewer Extension Costs. The Sewer Extension will be constructed in accordance with SUDAS standards, according to the approved site plan. The connections of the Sewer Extension to the City's infrastructure shall be supervised by, and subject to the approval of City officials. Following construction, the Developer shall dedicate the Sewer Extension to the City, and the City will accept such dedication.
- D) The Developer, at its expense, shall install onsite watermains and appurtenances to connect to the City water system. The Developer shall construct watermains in accordance with specifications set forth in the City Code and administrative rules and in locations approved by the City, as shown on the concept plan for the development ("Concept Plan"). Upon issuance of a final Certificate of Occupancy for the last unit in the development, the Developer shall dedicate the watermains to

the City, and will provide City with an easement for future maintenance of the Development's watermains, and other infrastructure, in dimensions and locations approved by the City, and the City will accept such dedications.

- E) The Developer, at its expense, shall construct any required storm water detention facility, if any, in accordance with SUDAS standards, according to the approved site plan, and in accordance with specifications set forth in the City Code and administrative rules and in locations approved by the City.
- F) Developer shall construct and extend a portion of the public street known as R Street ("R St.") to and connecting to the southern portion of the Property, as shown on the Concept Plan ("R St. Extension") which shall be dedicated to the City as a public road. The R St. Extension shall include the cost of installation of watermains and other appurtenances. The R St. Extension, including watermains, storm sewer lines, and sanitary sewer lines located therein will be constructed in accordance with SUDAS standards, according to the approved site plan. The connections of all private infrastructure to the City's infrastructure shall be supervised by, and subject to the approval of City officials. Following construction of the R St. Extension, the Developer shall dedicate the Public Street, watermains, and the public storm sewer and public sanitary sewer lines to the City, and the City will accept such dedications.
- G) Developer, at its expense, shall have installed individual water meters for each residential unit in the Development.
- H) Developer, at its expense, shall acquire all necessary permits required by law associated with the Project and Development.
- I) As a prerequisite for the granting of the property tax exemption described in Section 3.A below, Developer shall complete the Development in accordance with this Agreement, make qualifying improvements, and make timely application for property tax abatement with respect to the Property and the completed Development pursuant to the requirements of Chapter 404 of the Code of Iowa and the plan for the City's Urban Revitalization Area. For purposes of clarification, qualifying improvements in this Section means that the Developer constructs new residential facilities on the Property that are assessed as residential property under Section 441.21, subsection 14, paragraph "a", subparagraph (6) of the Code of Iowa and which increase the assessed valuation of the Property by at least ten percent (10%).
- J) Developer shall prohibit parking on the private streets in the Development and shall enforce the prohibition. The private streets shall be kept free of parked vehicles, snow, and other obstructions so public safety agencies and utility and maintenance workers can drive vehicles on such streets. Employees and agents of public safety

agencies, including City, county, state, and federal agencies, and agencies cooperating with such public safety agencies, as well as City utility and other public utility employees and agents shall be permitted to use such private streets and sidewalks within the Development, and private entrances to the Development at all times, as if they were public streets and public sidewalks.

3. CITY OBLIGATIONS AND UNDERTAKINGS:

- A) The City hereby agrees to use its best efforts to complete the statutory requirements of Chapter 404 of the Code of Iowa in order amend its Urban Revitalization Plan for the Urban Revitalization Area to provide for a tax exemption schedule available to the property owner of the Property for the construction of new residential facilities assessed as residential property under Section 441.21, subsection 14, paragraph "a", subparagraph (6) of the Code of Iowa, as follows:

A partial exemption from taxation for a period of ten (10) years as follows:

For the first year, an exemption from taxation on 100% of the actual value added.

For the second year, an exemption from taxation on 90% of the actual value added.

For the third year, an exemption from taxation on 80% of the actual value added.

For the fourth year, an exemption from taxation on 70% of the actual value added.

For the fifth year, an exemption from taxation on 60% of the actual value added.

For the sixth year, an exemption from taxation on 50% of the actual value added.

For the seventh year, an exemption from taxation on 40% of the actual value added.

For the eighth year, an exemption from taxation on 30% of the actual value added.

For the ninth year, an exemption from taxation on 20% of the actual value added.

For the tenth year, an exemption from taxation on 10% of the actual value added.

- B) City shall accept dedication of the public infrastructure (R St. Extension, public storm sewer lines, public sanitary sewer lines, and watermain) that serves the Development at such time as it becomes obligated to maintain such improvements under Sections 2(B), 2(C), 2(D) and 2(F) above.

The City agrees to pay the Sewer Extension Costs. The City will review and either approve or disapprove the Disbursement Request within fifteen (15) days after receipt thereof. If the City approves the Disbursement Request, then the City agrees to remit payment to the Developer for the Sewer Extension Costs within fifteen (15)

days of such approval. If the City disapproves the Disbursement Request, then the Developer and the City will meet and negotiate in good faith to achieve a resolution.

- C) The City agrees to vacate, or shall cause to be vacated, any unnecessary easements which interfere with the Developer's development of the project.
- D) The City agrees to grant, or cause to be granted, any required access, ingress/egress, utility, storm sewer or sanitary sewer easement for access to any facilities as necessary for the Developer's development of the Property. The City shall also grant, or cause to be granted, any temporary construction easements necessary for the Developer to construct the connections to any such infrastructure.
- E) The City shall conduct and provide to Developer any such reviews or studies necessary for the Developer's connection to City Infrastructure, including without limitation, a lift station capacity study, traffic study, storm sewer capacity study, or sanitary sewer capacity study (collectively, the "City Studies").
- F) In the event one or more of the City Studies indicates that existing City infrastructure is unable to handle the increased capacity anticipated by the Project, then the City agrees, at the City's cost, to upgrade the existing City infrastructure, including without limitation, streets, water lines, storm sewer lines, sanitary sewer lines, lift stations, downstream gravity sewers, or any other City infrastructure (collectively, "City Infrastructure") to be able to accommodate such anticipated increased capacity due to the Project.
- G) The City agrees to grant reasonable variances, zoning changes, or other modifications necessary to allow for the construction of the project in conformance with the approved Site Plan.
- H) If necessary, the City shall cause the Property to be rezoned to a Residential Multi-Family District, or to a PUD, in which case Developer shall work in good faith with City to reach a mutually acceptable PUD agreement.
- I) If applicable, the City shall work with Developer to remove and relocate any wetlands to another location either within the Project, that is acceptable to Developer and approved by all other necessary state and local agencies, and which does not materially interfere with the intended Project, as shown on the Site Plan, or to a location outside the Project, prior to the closing on the Property. The City shall be responsible for any expenses to mitigate the Wetlands.
- J) Upon Developer's acquisition of title to the Property, this Agreement shall be recorded by the City in the Story County, Iowa Recorder's Office. The recording of the Agreement shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Property and the improvements located and operated on the Property. All provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the

filing of the Agreement made a part hereof by reference, and anyone making any claim against any of the Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

4. TRAIL CONSTRUCTION AGREEMENT. The Developer, City and Nevada Dev, LLC, an Iowa limited liability company ("Seller"), and the Seller of the Property to Developer, have tentatively agreed to jointly pay for the costs of constructing a bike and walking trail located partially on the Property, partially on Seller's property and partially on other adjacent property. The City and Developer shall both reasonably cooperate to come to terms on an agreement with Seller reflecting the terms and conditions of the construction of the trail ("Trail Construction Agreement").
5. CLOSING CONTINGENCY. In the event that Developer does not close on the Property, in accordance with the terms of the purchase agreement for the Property, then this Agreement shall be of no further force or effect. [If Developer has not closed on the Property before _____, 20____, then the City may provide Developer notice that this Agreement shall terminate, and be of no further force or effect, unless Developer shall close on the Property within sixty (60) days following receipt of such written notice from the City.
6. RECORDING OF THE AGREEMENT. Neither the City nor the Developer shall record this Agreement with the Story County, Iowa Recorder's Office at any time, except as provided in Section 3(J) above.
7. SUCCESSORS AND ASSISGNS BOUND. The terms and provisions of this Agreement shall bind, and inure to the benefit of, the Developer's and the City's successors in interest and assigns.
8. NO THIRD-PARTY BENEFICIARIES. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity and no such contractor, subcontractor, landowner, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.
9. INSPECTION OF AGREEMENT BY PUBLIC. A copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Nevada, Iowa.
10. AMENDMENT/ASSIGNMENT. This Development Agreement may not be amended or assigned by any party without the expressed permission of the other parties.
11. MISCELLANEOUS PROVISIONS.
 - A) Attorneys' Fees. If either Party brings an action at law or in equity to enforce the provisions of this Agreement against the other Party, including, without limitation, in an action for declaratory relief, the prevailing Party shall be entitled to receive

from the other Party its reasonable attorneys' fees and other reasonable expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit on this Agreement shall be entitled to its attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment.

- B) Waiver of Jury Trial. The parties by this Section waive trial by jury in any dispute brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement and/or the relationship of the Parties under this Agreement.
- C) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.
- D) Further Assurances. Each Party shall take all actions and do all things, and execute, with acknowledgement or affidavit, if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.
- E) Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- F) Entire Agreement. This Agreement, together with all exhibits and schedules attached hereto, constitutes the Parties' entire agreement and understanding regarding the matters set forth herein. All prior or contemporaneous oral or written drafts of this Agreement or other understandings with respect to the subject matter herein between the parties are merged into this Agreement.
- G) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered (by electronic means or otherwise) shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.
- H) Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
- I) Neutral Interpretation; Headings. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions

of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

- J) Condition. In the event that the Developer and City fail to close on the Property in accordance with the terms of the Purchase Agreement, this Agreement shall be of no further force or effect.
- K) Approved by City Council. This Agreement is subject to the approval of the City of Nevada City Council and shall be of no force or effect unless and until approved by the City Council for the City of Nevada.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

The City has executed this Agreement on the ____ day of _____, 2025.

(seal)

CITY OF NEVADA, IOWA

By: _____,
_____, Mayor

ATTEST:

By: _____,
_____, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF STORY)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Nevada Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

SIERRA HEIGHTS, L.L.C.

STATE OF IOWA)
) ss.
COUNTY OF _____)

Notary Public in and for the State of Iowa

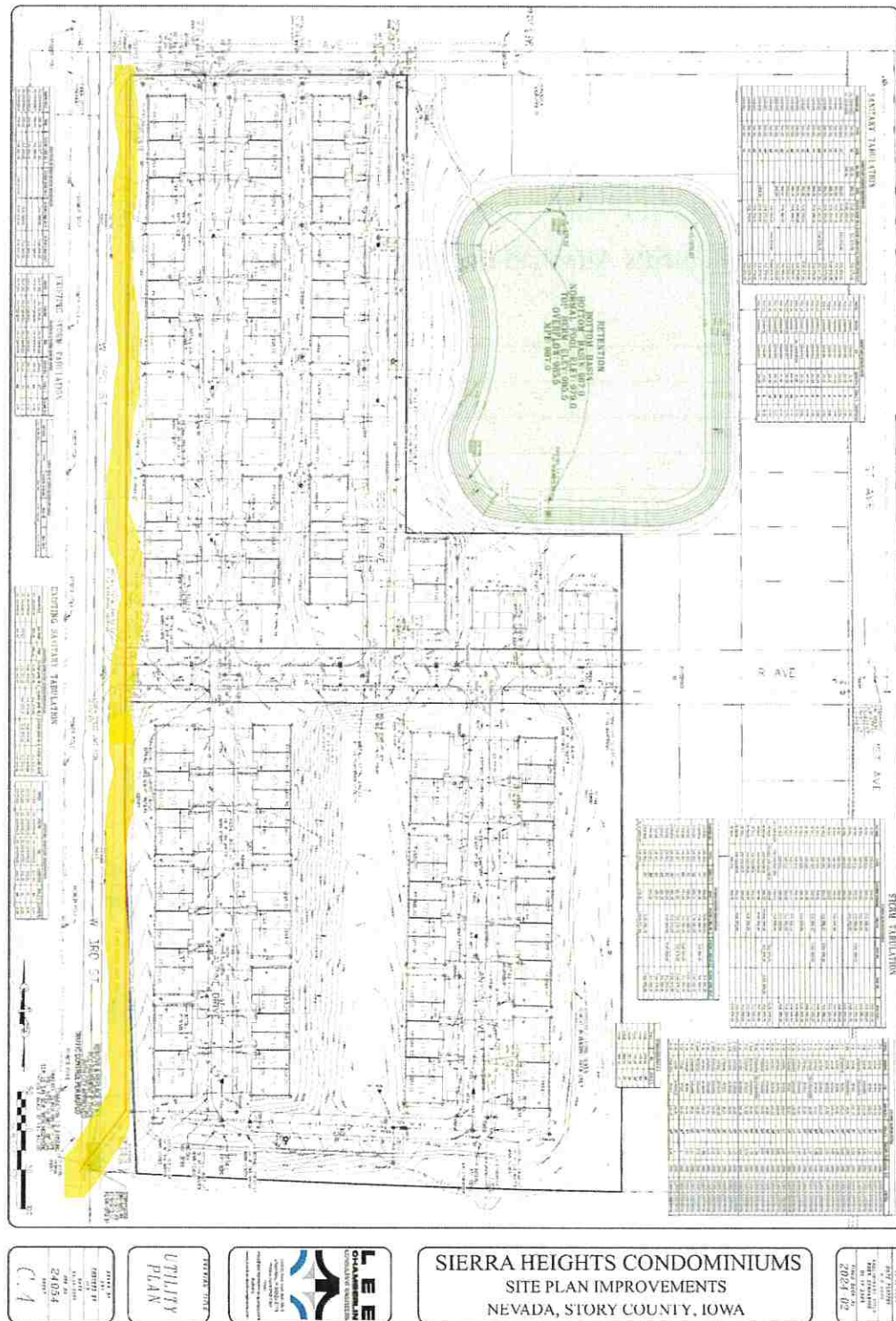
EXHIBIT A-1
Legal Description – City Property

[To be Added]

EXHIBIT A-2
Legal Description – Preliminary Site Plan

[To be Added]

EXHIBIT C
Sewer Extension



DEVELOPMENT AGREEMENT

This Agreement is entered into among the City of Nevada, Iowa (the "City"), Sierra Heights, Inc. ("Sierra Heights") and Nevada Dev, LLC ("Nevada Dev" and together with Sierra Heights, the "Developers") as of _____, 2025 (the "Commencement Date").

WHEREAS, Sierra Heights owns, or is under contract to purchase, certain real property which is situated in the City and is more specifically described on Exhibit A hereto (the "Sierra Heights Property"); and

WHEREAS, Nevada Dev owns certain real property which is situated in the City and is more specifically described on Exhibit A-1 hereto (the "Nevada Dev Property" and together with the Sierra Heights Property, the "Property"); and

WHEREAS, the Developers have proposed to undertake certain improvements on the Property consisting of the construction of certain trail improvements (the "Trail Project"); and

WHEREAS, the Developers have requested that the City provide financial assistance in the form of an economic development grant (the "Grant") to be used by the Developers in paying a portion of the costs of constructing the Trail Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. Trail Project Construction. Sierra Heights will be responsible for causing the planning, design and construction of the Trail Project. Sierra Heights agrees to cause the preparation of plans and specifications (the "Engineering Documents") for the Trail Project by a licensed engineer which will minimally include the specifications set forth in Exhibit B hereto. Prior to constructing the Trail Project, the Constructing Developer will submit copies of all Engineering Documents related to the proposed Trail Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations of the City. Further, prior to construction of the Trail Project, Sierra Heights agrees to submit a site plan (the "Site Plan") for the Trail Project. Upon approval by the City Council, the Site Plan shall be attached hereto as Exhibit B-1.

Sierra Heights agrees to cause the construction of the Trail Project in accordance with the Engineering Documents and the Site Plan by June 1, 2027 ("Construction Deadline").

2. Dedication of Trail Project. The City shall retain all rights to inspect the completed Trail Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to accept the work or not if the Trail Project is not completed to the satisfaction of the City as required by this agreement.

Upon completion of the Trail Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Developers in writing that such completed improvements meet City requirements; and (iii) the City accepts such Trail Project in accordance with this agreement and State law, the Developers will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Trail Project.

3. Grant Disbursement Request and Costs Documentation. Sierra Heights agrees to submit a grant disbursement request (the "Disbursement Request") to the City in accordance with this Section A.3. The Disbursement Request submitted under this Section A.3 shall be in the form attached hereto as Exhibit C.

Upon completion of the Trail Project, Sierra Heights agrees to submit a grant disbursement request (the "Disbursement Request") to the City. The Disbursement Request shall be accompanied by documentation (the "Costs Documentation") detailing the costs (the "Trail Project Costs") incurred in completion of the Trail Project, including invoices, and such other documentation as may reasonably be requested by the City, confirming that the Trail Project Costs detailed in the Costs Documentation were in fact incurred in the construction of the Trail Project and that such Trail Project Costs are of an amount reasonably to have been expected with respect to such construction.

The Trail Project Costs may include all costs related to planning, designing and constructing the Trail Project, including without limitation, the preparation of the Engineering Documents, and interest expense and other costs of financing for the Trail Project.

4. Default Provisions.

a. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- i. Failure by the Developers to cause the construction of the Trail Project on or before the Construction Deadline, pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Developers to comply with Sections A.2 and A.3 of this Agreement.
- iii. Failure by any party to observe or perform any other material covenant on his part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the non-defaulting Party shall provide written notice to the defaulting Party(ies) describing the cause of the default and the steps that must be taken by the defaulting Party(ies) in order to cure the default. The defaulting Party shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to the non-defaulting Party that the default will be cured as soon as reasonably possible. If the defaulting Party fails to cure the default or provide assurances, the non-defaulting Party shall then have the right to:

- i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

- ii. In the case of the City as the non-defaulting Party, withhold the disbursement of the Grant proceeds provided for under Section B.2 of this Agreement.
- iii. Terminate this Agreement.

B. City's Obligations

1. Review of Disbursement Request and Costs Documentation.

The City staff will review the Disbursement Request upon receipt from Sierra Heights. If the City staff determines that the Disbursement Request satisfies the requirements of Section A.3 above, then the City shall record a summary of the date, amount and nature of the Trail Project Costs (the "Accepted Trail Project Costs") reflected in the Disbursement Request on the Summary of Accepted Trail Project Costs attached hereto as Exhibit D, and such summary shall be the official record of the Accepted Trail Project Costs for purposes of tallying the Maximum Grant Disbursement Amount (as hereinafter defined) allowed to the Developer under this Agreement.

If the City determines that the Disbursement Request received from Sierra Heights does not meet the requirements of Section A.3 above, then the City shall notify Sierra Heights (15) days of such determination in order to allow an opportunity for the Constructing Developer to cure the noted deficiencies.

2. Grant Disbursements. Within thirty (30) days of receipt from the ~~Constructing Developer~~ Sierra Heights of an acceptable Disbursement Request, the City agrees to disburse the proceeds of the Grant to the Developer in an amount (the "Maximum Grant Disbursement Amount") equal to the lesser of (i) the one-third (1/3) of the amount of the Accepted Trail Project Costs, or (ii) \$148,619.67.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that Sierra Heights' rights to receive the proceeds of the Grant hereunder may be assigned by Sierra Heights to a private lender, as security on a credit facility taken with respect to the Trail Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the proceeds of the Grant are advanced to Sierra Heights under Section B.2 above.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

By: _____
Mayor

Attest:

City Clerk

SIERRA HEIGHTS, INC.

By: _____
Its: _____

NEVADA DEV, LLC

By: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE SIERRA HEIGHTS PROPERTY

EXHIBIT A-1
LEGAL DESCRIPTION OF THE NEVADA DEV PROPERTY

EXHIBIT B
SPECIFICATIONS OF TRAIL PROJECT

The Trail Project shall consist of the construction of 10 foot wide, 6" subgrade-4" asphalt overlay recreational trail in the following location: **[provide description of location]**

EXHIBIT B-1
SITE PLAN

EXHIBIT C
FORM OF DISBURSEMENT REQUEST

Date submitted: _____

Submitted by: _____

Contact information: _____

Amount Requested \$ _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred to in the index above are legitimate costs reasonably incurred in the undertaking of the Trail Project

[NAME OF CONSTRUCTING DEVELOPER]

[Name, Title]

Reviewed and accepted by the City of Nevada, Iowa this ____ day of _____, 20__.

By: _____

EXHIBIT D
SUMMARY OF ACCEPTED TRAIL PROJECT COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City

Item # 7F
Date: 5/27/25

COUNCIL ACTION FORM

AGENDA ITEM: Approval of Master Service Agreement and Scope of Work No. 1 & 2 for washout on the Concrete water Clearwell and Ground Storage water tank

HISTORY:

Since 2010, the City of Nevada has maintained a Master Service Agreement with Utility Service Co., Inc. for the maintenance of water towers located on 8th Street and at the Water Plant. This agreement has ensured comprehensive care for these critical infrastructure assets, including annual inspections, engineering services, interior and exterior painting, chemical washouts, and a lifetime warranty contingent upon the contract remaining in place.

The attached Master Service Agreement and Scope of Work No. 1 & 2 propose expanding our existing maintenance relationship with Utility Service Co., Inc. to include the Concrete 250,000 Gallon Storage Tank and the Concrete 60,000 Gallon Clearwell.

Under this proposal:

- The first-year cost for services will be \$4,505.00 per tank and clearwell, which includes complete washouts.
- The second-year cost will be \$901.00 per tank and clearwell.
- For subsequent years, the annual fee will be subject to a maximum increase of 5%.
- This service will ensure these facilities are placed on the same regular maintenance cycle as the existing towers, meeting industry standards of performing tank and clearwell washouts every three years.

Maintaining these water infrastructure assets is essential for preserving public health and ensuring operational reliability. Utility Service Co., Inc. has demonstrated consistent responsiveness and quality service throughout our long-standing partnership. Pursuing separate competitive bids could potentially result in higher overall costs and delay critical maintenance activities.

OPTIONS:

1. Accept the Master Agreement and Scope of Work No. 1 & 2 from Utility Service Co., Inc. at an upfront cost of \$4,505.00 each per tank and clearwell for the first year.
2. Reject the Master Agreement and request outside bids.
3. Do nothing at this time.

STAFF'S RECOMMENDED ACTION:

Staff recommends approval of the Master Service Agreement and Scope of Work No. 1 & 2 with Utility Service Co. as presented. This action will ensure the continued, proactive maintenance of vital water system assets at a predictable cost and with a trusted vendor.

RESOLUTION NO. 097 (2024/2025)

**A RESOLUTION APPROVING MASTER SERVICES AGREEMENT AND SCOPE OF WORK
NO. 1 & 2 BETWEEN UTILITY SERVICES CO., INC., AND CITY OF NEVADA, IOWA, FOR THE
COMPREHENSIVE CARE AND MAINTENANCE OF WATER TOWERS, THE CLEARWELL,
AND GROUND STORAGE TANK**

WHEREAS, the City of Nevada (Owner) has maintained a Master Service Agreement with Utility Service Co., Inc. (Company) for the maintenance of two water towers since 2010;

WHEREAS, the Owner is entering into a Master Service Agreement and Scope of Work No. 1 & 2 with the Company; and

WHEREAS, the Owner and the Company desire for the Company to provide goods and services as outlined in the Master Services Agreement, Scope of Work No. 1 & 2; and

WHEREAS, the Company will expand their services to the Master Services Agreement by including the 60,000 Gallon Concrete – Clearwell in Scope of Work No. 1, as outlined in Exhibit B; and

WHEREAS, the Company will expand their services to the Master Services Agreement by including the 250,000 Gallon Concrete – Ground Storage Tank in Scope of Work No. 2, as outlined in Exhibit C; and

WHEREAS, the Owner supports the comprehensive care for these critical infrastructure assets, including annual inspections, engineering services, interior and exterior painting, chemical washouts, and a lifetime warranty contingent upon the contract remaining in place

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that the City approves the Master Services Agreement and Scope of Work No. 1 & 2 from Utility Services Co., Inc. in Exhibit A, Exhibit B, and Exhibit C. The Mayor and City Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

Passed and approved this 27th day of May, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

MASTER SERVICES AGREEMENT
Terms and Conditions

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between **City of Nevada**, with a principal business address of 1209 6th Street, PO Box 530, Nevada, IA 50201 ("Owner"), and **Utility Service Co., Inc.**, a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 ("Company").

WHEREAS, the Owner and the Company (individually, "Party"; collectively, "Parties") desire for the Company to provide goods and services to the Owner under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope. The Company agrees to provide the Owner with certain goods and services ("Services") set forth on each properly executed Scope of Work ("SOW") to be attached hereto and incorporated herein by reference. Each SOW shall be subject to the general terms and conditions (the "Terms and Conditions") set forth in this Agreement. Each time Owner engages Company to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement. Unless otherwise indicated in any given SOW, Company shall be responsible for furnishing all labor, materials and tools to perform the Services. Each new SOW represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any SOW may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW. In the event there is a conflict between any term of an SOW and this Agreement, the term(s) of the SOW shall control.

2. Term. The effective date of this Agreement shall be _____, 2025 ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year ("Term"). This Agreement will automatically renew for successive one-year terms ("Renewal Terms") unless terminated as set forth in Section 9 of this Agreement. The term of a SOW shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

3. Fees. For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services.

4. Independent Contractor. The Company is, and shall at all times remain, an independent contractor. The Company and each of the Company's employees and principals shall not be deemed for any purpose to be the Owner's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of the Owner or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. The Owner is not responsible to any governing body or to the Company for paying or withholding payroll taxes and

other employee expenses related to payments made to the Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind the other Party except to the extent approved in writing by the Party to be bound.

5. Insurance. Company shall maintain statutory minimum Worker's Compensation as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than \$2,000,000 per occurrence. Upon Owner's request, Company shall furnish Owner with a certificate of insurance evidencing this coverage.

6. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform under this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

7. Indemnification.

a. Indemnification by Company. The Company shall indemnify the Owner and its officers and employees from and against any claims, actions, and suits resulting from and to the extent of the Company's negligence while performing hereunder. The Company's indemnification obligations hereunder shall be subject to Owner's prompt written notification to the Company adequately describing any third-party claim(s) resulting from the Company's performance hereunder.

b. Indemnification by Owner. The Owner shall indemnify the Company and its officers, directors and employees from and against any claims, actions, and suits resulting from and to the extent of the Owner's negligence. The Owner's indemnification obligations hereunder shall be subject to the Company's prompt written notification to the Owner adequately describing any damages resulting from the Owner's negligence.

8. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

9. Termination.

a. Right to Terminate. Once all SOWs that have been issued under this Agreement have expired or have been terminated, pursuant to the termination provision(s) in each SOW, either Party may terminate this Agreement by giving ten (10) days' advanced written notice to the other Party.

b. Termination Provisions in SOWs. The termination of each individual SOW shall be governed by the applicable termination provision in each SOW.

10. Intellectual Property. The Owner acknowledges and agrees that (a) all intellectual property rights in the Company's performance, methods and all related know-how are owned by the Company, its licensors, or suppliers; and (b) this Agreement shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in its performance, except as expressly set forth in this Agreement. To the extent that any new intellectual property or know-how is developed as a result of the Company's performance, the new intellectual property rights will all be owned by the Company, its licensors, or suppliers, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

11. Limitation of Liability.

a. IN NO EVENT WILL THE COMPANY OR ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, OFFICIALS, EMPLOYEES, SUPPLIERS OR AGENTS BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS, DATA, COMPUTER MALFUNCTION, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WHICH ARISES OUT OF THE COMPANY'S OR ITS SUPPLIERS' PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. THE TOTAL LIABILITY OF THE COMPANY, ITS AFFILIATES, SUBCONTRACTORS, EMPLOYEES, SUPPLIERS AND AGENTS ARISING OUT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SALE, DELIVERY, STORAGE, INSTALLATION, REPAIR, MODIFICATION OR USE OF THE EQUIPMENT, THE RENDITION OF OTHER SERVICES IN CONNECTION THEREWITH, SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE SUM OF ALL FEES PAID BY THE OWNER TO THE COMPANY PURSUANT TO THE TERMS OF ALL SOWs.

b. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY LIABILITY ON THE PART OF THE COMPANY FOR MATTERS RELATED TO OR ARISING FROM CYBER SECURITY (A) SHALL BE LIMITED TO CLAIMS RELATING TO THE HARDWARE AND SOFTWARE WITHIN THE DIRECT CONTROL OF THE COMPANY THAT IS THE DIRECT AND PROXIMATE CAUSE OF ANY LOSSES OR DAMAGE, AND (B) SHALL BE LIMITED TO ONLY THOSE CLAIMS OR PORTIONS OF CLAIMS THAT ARE COVERED BY INSURANCE REQUIRED TO BE MAINTAINED PURSUANT TO THE TERMS OF THIS AGREEMENT OR ANY SOW.

12. Rules of Construction. In construing this Agreement, the following principles shall be followed: (i) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (ii) examples do not limit, expressly or by implication, the matter they illustrate; (iii) the plural shall be deemed to include the singular and vice versa, as applicable; and (iv) the headings are for convenience only and do not affect the meaning or construction of any such provision. Furthermore, the Parties specifically acknowledge and agree that they have in fact read this Agreement and are fully informed and have full notice and knowledge of the terms, conditions and effects of this Agreement. Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.

13. Miscellaneous.

a. **Notices.** All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. **Entire Agreement; Amendment.** This Agreement supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

c. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A Change in Control of a Party shall not be deemed an assignment of this Agreement. For purposes of this Agreement, "Change in Control" shall mean an event deemed to occur if a person or entity, that is either affiliated or unaffiliated with the Company, acquires more than fifty percent control over the Party's voting securities.

d. **Force Majeure.** If either Party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, including tariffs; equipment or technical malfunctions or failures; power failures or interruptions; supply chain disruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition(s) exist.

e. **Survival of Certain Provisions.** The provisions of Sections 10 and 11 of this Agreement shall survive the termination or expiration of this Agreement and continue to bind the Parties and their legal representatives, successors and permitted assigns.

f. **No Waiver.** The waiver of any breach or failure of a term or condition of this Agreement by any Party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

h. **Dispute Resolution.** In the event a dispute arises among the Parties, the disputing Party shall provide the other Party with written notice of the dispute, and within twenty (20) days after receipt of said notice, the receiving Party shall submit to the other a written

response. The notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Each Party shall designate a high level manager with authority to resolve the dispute to work in good faith with the other Party's designated manager to resolve the dispute; the name and title of said employee shall also be included in the notice and response. The managers shall meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as they deem reasonably necessary to resolve the dispute. If the managers, having acted in good faith, have not resolved the dispute within ninety (90) days of receipt of the initial written notice, then the Parties shall attempt to resolve the dispute in good faith by non-binding mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules. If either Party is unsatisfied with the results of mediation and cannot resolve the dispute and/or claim at mediation, it shall be submitted to binding arbitration. Any such dispute and/or claim will be resolved by binding arbitration in accordance with the Rules for Commercial Arbitration of the American Arbitration Association before a panel of three (3) arbitrators, one appointed by each Party, and the third appointed by the Agreement of the first two arbitrators. The decision or award of a majority of the arbitrators shall be final and binding upon the Parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Each Party's costs and expenses attributed to the negotiation, mediation, and/or arbitration shall be borne by such Party.

i. **Governing Law.** This Agreement shall be governed by the law of the State of Iowa; provided, however, that the Company's obligation to comply with applicable laws shall be limited to laws that apply to the Company.

SIGNATURE PAGE TO FOLLOW

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

OWNER

City of Nevada

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

Utility Service Co., Inc.

By: _____ 

Name: Jonathan Cato

Title: Chief Operating Officer

Date: May 19, 2025

Notice Address for Each Party:

City of Nevada

Attn: _____

Utility Service Co., Inc.

Attn: Customer Service Department

535 General Courtney Hodges Boulevard

Post Office Box 1350

Perry, Georgia 31069

SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
CITY OF NEVADA, IA

CONCRETE ASSET MAINTENANCE – 60,000 GALLON CONCRETE - CLEARWELL

1. **Effective Date.** The effective date (hereinafter, "Effective Date") for this Scope of Work No. 1 ("SOW1") shall be the date of the last party's signature affixed to this SOW1.
2. **Term.** This SOW1 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW1 will automatically renew for successive one-year terms unless terminated as defined in Section 10 herein. For purposes of this SOW1, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW1 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
3. **Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **60,000** gallon concrete asset located at **1231 West Lincoln Highway, Nevada IA 50201** (hereinafter, "the Asset"). This SOW1 and the attached Appendix A outlines the professional services, including the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and subsequent maintenance activities thereafter. Upfront Renovation and maintenance activities are collectively referred to as "the Services" in this SOW1, and include the following:
 - a. The Asset shall receive an Upfront Renovation, which will include: **DIVE CLEANOUT INSPECTION prior to the end of Contract Year 1.**
 - b. Every 3 years, beginning with the first Dive Cleanout Inspection, the Asset interior will be thoroughly inspected by a Remote Operated Vehicle (ROV) with the option to conduct a Dive Cleanout Inspection at an increased cost. However, the Owner is responsible for conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
 - c. The Company will install a lock on the roof hatch of the Asset; however, the provision of such lock does not guarantee the Asset's security during the term of this SOW1. For the avoidance of doubt, security of the Asset and the site where the Asset is located (hereinafter, "Asset Site") are the responsibility of the Owner.
 - d. The Company will furnish a certificate of insurance to the Owner evidencing the Company's insurance coverage.

4. **Price/Annual Fees.** For the performance of the Services required by Section 1, the Owner shall pay the Company an annual fee (hereinafter, "Annual Fee") for each Contract Year of this SOW1. The first **one(1)** Annual Fees shall be **\$4,505.00** per Contract Year. The Annual Fee for Contract Year two (2) shall be **\$901.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW1.
5. **Payment Terms and Late Charges.**
- a. The Annual Fee for Contract Year 1, plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of this SOW1.**
 - b. **Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.**
 - c. If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company will charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW1 without notice. Any late fee will be 1.5% per month.
6. **Changes or Delays to Services.** For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Asset or making the Asset available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Asset. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Asset with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this SOW1.
7. **Structure of Tank, Tank Site Conditions, and Modifications.**
- a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.
 - b. **Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.**
 - c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this SOW1.
8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW1, which cause an increase in the cost of the maintenance of the Asset, will be just cause for an equitable adjustment of the Annual Fees in this SOW1. Furthermore, modifications to industry

requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Asset, will be just cause for an equitable adjustment of the Annual Fees in this SOW1. Said equitable adjustment of the Annual Fees in this SOW1 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

9. **Excluded Items.** This SOW1 does NOT include the cost for and/or liability on the part of the Company for: (i) containment or lead abatement of the Asset at any time during the term of this SOW1; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Asset was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Asset; (ix) any latent defects or inaccessible areas of the Asset or its components; (x) any repairs or improvements necessary for the Asset or Asset site that arise from or are caused by voids in concrete; (xi) environmental controls, including dehumidification and auxiliary heating, are not included; (xii) the maintenance, repair or replacement of any electrical components (to include any lighting); (xiii) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xiv) the maintenance, repair, or replacement of piping of any kind below ground level; and (xv) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Asset or Asset Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Asset or Asset Site which results from an unauthorized entry of any kind to the Asset or Asset Site.

10. **Termination.**

- a. **This SOW1 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as the Owner:**
 - i. pays each Annual Fee to the Company in accordance with the terms herein, and
 - ii. does not terminate this SOW1 pursuant to the terms of this Section.
- b. This SOW1 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW1 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.).
- c. In the event the Owner elects to terminate this SOW1 prior to remitting the first **one (1)** Annual Fees, then any such unpaid balance of the first **one**

(1) Annual Fees shall be due and payable within thirty (30) days of the Owner's issuance of the notice of intent to terminate at the end of the then-current Contract Year.

11. **No Warranty.** THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE STRUCTURAL CONDITION OF THE ASSET AS OF THE EXECUTION OF THIS SOW1 OR AT ANY FUTURE TIME WHILE THIS SOW1 IS IN EFFECT. THE COMPANY SHALL NOT BE LIABLE, UNDER CONTRACT OR TORT, FOR DAMAGES RESULTING FROM A FAILURE IN THE STRUCTURAL INTEGRITY OF THE ASSET, AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Structural Repairs.** If the Owner determines that structural repairs to the Asset are necessary, then the Company agrees to identify one or more companies that can perform the repairs and request proposals for the repairs. The Company agrees that it will consider the proposals and discuss them with the Owner. The Company further agrees that it will consider, but it will remain in the Company's sole discretion, whether to contract with the third party(ies) to have the structural repairs performed on the Asset. In such an event, this SOW1 shall be amended to increase the Annual Fees, which must be mutually agreed to by the Owner and the Company, as well as to confirm the scope of work for the repairs and any other pertinent issues that must be addressed in the amendment.
13. **Visual Inspection Disclaimer.** This SOW1 is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. If profile of interior concrete substrate is found to be greater than CSP 5 per the International Concrete Repair Institute (ICRI), then the Company is entitled to compensation for this item. Further, at the time of renovation concrete interior will be further tested for pH, adhesion strength, moisture vapor transmission (MVT), relative humidity, etc., and if defects are found to be substantial, then the contract will either be voided (3% of UR will be owed the Company for mobilization and testing) or the Owner and the Company will negotiate a change order for the unforeseen repairs.
14. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW1 exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW1 to compensate the Company for the excessive inflation. For purposes of this provision, the "Annual Inflation Rate" for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI")*. In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

SO EXECUTED, on the date(s) affixed below.

OWNER

City of Nevada

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

Utility Service Co., Inc.

By: _____ 

Name: Jonathan Cato

Title: Chief Operating Officer

Date: May 19, 2025

Appendix A Scope of Work

Asset:

- 60KG CLEARWELL TANK is approximately 18 ft Long x 10 ft Width x 13 ft Height (Interior)
- This proposal is based on dive cleanout and inspection pricing presented for the 250KG Ground Storage Tank. Both proposals must be accepted for pricing to be valid.
- Both tanks are to be inspected and cleaned in the same mobilization. Should crews need longer than the budgeted 8 hours to clean both assets, an hourly rate will be charged based on time to complete work and year the work is being done.
- This Maintenance Program includes future ROV inspections. If dive cleanouts are requested in lieu of ROV inspections, a change order shall be issued.

Dive Cleanout & Inspection:

- A date shall be coordinated by both parties for the Owner to provide access to the Asset.
- The interior floor, walls and ceiling of the Asset will be inspected using a Diver. Baffle walls may restrict access to entire tank interior limiting the amount of floor area that may be accessed and cleaned.
- Perform Dive cleanout of the horizontal surfaces only of the Asset with allowance for up to 3" depth of soft sediment on the Asset floor. Tank must be full at time of service and cleaning (within 2 feet of the hatch). Failure to have the tank filled may result in a delay charge while the crew waits for proper water level for service.
- Access into the reservoirs must be sufficient for safe diver entry and exit. A minimum hatch size of 24" in diameter, no hatch obstructions, and unobstructed road access to the tank is required.
- It will be the responsibility of the Owner to notify antenna operator and/or owners prior to crews' arrival for proper lockout for all antennas, RF devices and EME sources that may interfere with team safety and access to water reservoirs.
- Material(s) that cannot be removed by normal vacuum procudes or material(s) in excess of three inches (3") will be removed for an additional charge with an estimated price given on site.
- Material(s) such as sand, gravel, and concrete are considered debris and will be removed by hand at an additional charge.
- All discharged materials, including water, are the responsibility of the Owner.
- Off-site disposal is not included in this proposal.
- Wash-water and sediment will be disposed of through on-site drainage within a 150' distance from the Asset. Drainage will not be screened or sediment removed using a sediment trap or other sedimentation controls. Owner shall be responsible for dechlorination of the discharge water, if required.
- Excludes any hard scale (calcium, lime etc. deposits) built-up within the Asset.
- The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.
- The Diver and equipment will be disinfected in accordance with AWWA C652 prior to entry and after Asset inspection is completed.

ROV Inspection:

- A comprehensive written report with color digital photographs will be submitted detailing the condition of the Asset. A representative of Utility Service Co Inc will schedule a date with the Owner to present the report and findings.
- A date shall be coordinated by both parties for the Owner to provide access to the Asset.
- The interior floor, walls and ceiling of the Asset will be inspected using Robotic Operated Vehicle (ROV) equipment. No cleaning of the Asset is included in this inspection. Baffle walls may restrict access to entire tank interior limiting the amount of information that may be collected.
- The maximum cord length of the ROV equipment is 150' long. Depending on access points, not all areas of the Asset may be recorded.
- The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.
- The ROV equipment will be disinfected in accordance with AWWA C652 prior to entry and after Asset inspection is completed.
- A comprehensive written report with color digital photographs will be submitted detailing the condition of the Asset. A representative of USG Water Solutions will schedule a date with the Owner to present the report and findings.
- ROV Inspection assumes services will be provided in one (1) working day at site. If additional time is required, a price of \$2,650 per crew day will be added to the contract by authorized change order.

Notes / Exclusions:

- Owner shall provide that no moisture or water is entering the Asset during renovation operations.
- Water and power must be available within 150' of Asset.
- Bonds are not included.
- Local Wage Rates are included.

SCOPE OF WORK NO. 2
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
CITY OF NEVADA, IA

CONCRETE ASSET MAINTENANCE – 250,000 GALLON CONCRETE – GROUND STORAGE TANK

1. **Effective Date.** The effective date (hereinafter, "Effective Date") for this Scope of Work No. 2 ("SOW2") shall be the date of the last party's signature affixed to this SOW2.
2. **Term.** This SOW2 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW2 will automatically renew for successive one-year terms unless terminated as defined in Section 10 herein. For purposes of this SOW2, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW2 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
3. **Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **250,000** gallon concrete asset located at **1231 West Lincoln Highway, Nevada IA 50201** (hereinafter, "the Asset"). This SOW2 and the attached Appendix A outlines the professional services, including the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and subsequent maintenance activities thereafter. Upfront Renovation and maintenance activities are collectively referred to as "the Services" in this SOW2, and include the following:
 - a. The Asset shall receive an Upfront Renovation, which will include: **DIVE CLEANOUT INSPECTION prior to the end of Contract Year 1.**
 - b. Every 3 years, beginning with the first Dive Cleanout Inspection, the Asset interior will be thoroughly inspected by a Remote Operated Vehicle (ROV) with the option to conduct a Dive Cleanout Inspection at an increased cost. However, the Owner is responsible for conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
 - c. The Company will install a lock on the roof hatch of the Asset; however, the provision of such lock does not guarantee the Asset's security during the term of this SOW2. For the avoidance of doubt, security of the Asset and the site where the Asset is located (hereinafter, "Asset Site") are the responsibility of the Owner.
 - d. The Company will furnish a certificate of insurance to the Owner evidencing the Company's insurance coverage.

4. **Price/Annual Fees.** For the performance of the Services required by Section 1, the Owner shall pay the Company an annual fee (hereinafter, "Annual Fee") for each Contract Year of this SOW2. The first **one(1)** Annual Fees shall be **\$4,505.00** per Contract Year. The Annual Fee for Contract Year two (2) shall be **\$901.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW2.
5. **Payment Terms and Late Charges.**
- a. The Annual Fee for Contract Year 1, plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of this SOW2.**
 - b. **Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.**
 - c. If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company will charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW2 without notice. Any late fee will be 1.5% per month.
6. **Changes or Delays to Services.** For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Asset or making the Asset available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Asset. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Asset with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this SOW2.
7. **Structure of Tank, Tank Site Conditions, and Modifications.**
- a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.
 - b. ***Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.***
 - c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this SOW2.
8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW2, which cause an increase in the cost of the maintenance of the Asset, will be just cause for an equitable adjustment of the Annual Fees in this SOW2. Furthermore, modifications to industry

requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Asset, will be just cause for an equitable adjustment of the Annual Fees in this SOW2. Said equitable adjustment of the Annual Fees in this SOW2 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

9. **Excluded Items.** This SOW2 does NOT include the cost for and/or liability on the part of the Company for: (i) containment or lead abatement of the Asset at any time during the term of this SOW2; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Asset was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Asset; (ix) any latent defects or inaccessible areas of the Asset or its components; (x) any repairs or improvements necessary for the Asset or Asset site that arise from or are caused by voids in concrete; (xi) environmental controls, including dehumidification and auxiliary heating, are not included; (xii) the maintenance, repair or replacement of any electrical components (to include any lighting); (xiii) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xiv) the maintenance, repair, or replacement of piping of any kind below ground level; and (xv) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Asset or Asset Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Asset or Asset Site which results from an unauthorized entry of any kind to the Asset or Asset Site.

10. **Termination.**

- a. **This SOW2 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as the Owner:**
 - i. pays each Annual Fee to the Company in accordance with the terms herein, and
 - ii. does not terminate this SOW2 pursuant to the terms of this Section.
- b. This SOW2 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW2 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.).
- c. In the event the Owner elects to terminate this SOW2 prior to remitting the first **one (1)** Annual Fees, then any such unpaid balance of the first **one**

(1) Annual Fees shall be due and payable within thirty (30) days of the Owner's issuance of the notice of intent to terminate at the end of the then-current Contract Year.

11. **No Warranty.** THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE STRUCTURAL CONDITION OF THE ASSET AS OF THE EXECUTION OF THIS SOW2 OR AT ANY FUTURE TIME WHILE THIS SOW2 IS IN EFFECT. THE COMPANY SHALL NOT BE LIABLE, UNDER CONTRACT OR TORT, FOR DAMAGES RESULTING FROM A FAILURE IN THE STRUCTURAL INTEGRITY OF THE ASSET, AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Structural Repairs.** If the Owner determines that structural repairs to the Asset are necessary, then the Company agrees to identify one or more companies that can perform the repairs and request proposals for the repairs. The Company agrees that it will consider the proposals and discuss them with the Owner. The Company further agrees that it will consider, but it will remain in the Company's sole discretion, whether to contract with the third party(ies) to have the structural repairs performed on the Asset. In such an event, this SOW2 shall be amended to increase the Annual Fees, which must be mutually agreed to by the Owner and the Company, as well as to confirm the scope of work for the repairs and any other pertinent issues that must be addressed in the amendment.
13. **Visual Inspection Disclaimer.** This SOW2 is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. If profile of interior concrete substrate is found to be greater than CSP 5 per the International Concrete Repair Institute (ICRI), then the Company is entitled to compensation for this item. Further, at the time of renovation concrete interior will be further tested for pH, adhesion strength, moisture vapor transmission (MVT), relative humidity, etc., and if defects are found to be substantial, then the contract will either be voided (3% of UR will be owed the Company for mobilization and testing) or the Owner and the Company will negotiate a change order for the unforeseen repairs.
14. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW2 exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW2 to compensate the Company for the excessive inflation. For purposes of this provision, the "Annual Inflation Rate" for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI")*. In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

SO EXECUTED, on the date(s) affixed below.

OWNER

City of Nevada

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

Utility Service Co., Inc.

By:  _____

Name: Jonathan Cato

Title: Chief Operating Officer

Date: May 19, 2025

Appendix A Scope of Work

Asset:

- 250KG CLEARWELL TANK is approximately 60 ft Dia x 13 ft Height (Interior)
- This proposal is based on dive cleanout and inspection pricing presented for the 60KG Ground Storage Tank. Both proposals must be accepted for pricing to be valid.
- Both tanks are to be inspected and cleaned in the same mobilization. Should crews need longer than the budgeted 8 hours to clean both assets, an hourly rate will be charged based on time to complete work and year the work is being done.
- This Maintenance Program includes future ROV inspections. If dive cleanouts are requested in lieu of ROV inspections, a change order shall be issued.

Dive Cleanout & Inspection:

- A date shall be coordinated by both parties for the Owner to provide access to the Asset.
- The interior floor, walls and ceiling of the Asset will be inspected using a Diver. Baffle walls may restrict access to entire tank interior limiting the amount of floor area that may be accessed and cleaned.
- Perform Dive cleanout of the horizontal surfaces only of the Asset with allowance for up to 3" depth of soft sediment on the Asset floor. Tank must be full at time of service and cleaning (within 2 feet of the hatch). Failure to have the tank filled may result in a delay charge while the crew waits for proper water level for service.
- Access into the reservoirs must be sufficient for safe diver entry and exit. A minimum hatch size of 24" in diameter, no hatch obstructions, and unobstructed road access to the tank is required.
- It will be the responsibility of the Owner to notify antenna operator and/or owners prior to crews' arrival for proper lockout for all antennas, RF devices and EME sources that may interfere with team safety and access to water reservoirs.
- Material(s) that cannot be removed by normal vacuum procudes or material(s) in excess of three inches (3") will be removed for an additional charge with an estimated price given on site.
- Material(s) such as sand, gravel, and concrete are considered debris and will be removed by hand at an additional charge.
- All discharged materials, including water, are the responsibility of the Owner.
- Off-site disposal is not included in this proposal.
- Wash-water and sediment will be disposed of through on-site drainage within a 150' distance from the Asset. Drainage will not be screened or sediment removed using a sediment trap or other sedimentation controls. Owner shall be responsible for dechlorination of the discharge water, if required.
- Excludes any hard scale (calcium, lime etc. deposits) built-up within the Asset.
- The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.
- The Diver and equipment will be disinfected in accordance with AWWA C652 prior to entry and after Asset inspection is completed.

ROV Inspection:

- A comprehensive written report with color digital photographs will be submitted detailing the condition of the Asset. A representative of Utility Service Co Inc will schedule a date with the Owner to present the report and findings.
- A date shall be coordinated by both parties for the Owner to provide access to the Asset.
- The interior floor, walls and ceiling of the Asset will be inspected using Robotic Operated Vehicle (ROV) equipment. No cleaning of the Asset is included in this inspection. Baffle walls may restrict access to entire tank interior limiting the amount of information that may be collected.
- The maximum cord length of the ROV equipment is 150' long. Depending on access points, not all areas of the Asset may be recorded.
- The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.
- The ROV equipment will be disinfected in accordance with AWWA C652 prior to entry and after Asset inspection is completed.
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- ROV Inspection assumes services will be provided in one (1) working day at site. If additional time is required, a price of \$2,650 per crew day will be added to the contract by authorized change order.

Notes / Exclusions:

- Owner shall provide that no moisture or water is entering the Asset during renovation operations.
- Water and power must be available within 150' of Asset.
- Bonds are not included.
- Local Wage Rates are included.

City Administrators Report

April 24-May 22, 2025

Keystone

The Keystone development is progressing steadily, with visible advancements taking place on a regular basis. If you have the opportunity, I encourage you to drive by the site to observe the ongoing construction and get a sense of the scale and quality of the work being done.

The developer has expressed interest in acquiring additional parcels of land for future expansion, indicating a strong commitment to long-term investment in the area. Notably, they appear to be highly efficient in navigating the building process, maintaining momentum and adhering to an accelerated timeline.

One distinguishing feature of their approach is the variety in home designs. Each house reflects a unique set of revisions, avoiding a repetitive or “cookie-cutter” aesthetic. This thoughtful diversity in architecture contributes to a more dynamic and visually appealing neighborhood.

RR Tracks

Joe and I have been actively working to ensure that the City’s designated quiet zones remain in full compliance with the guidelines set forth by the Federal Railroad Administration (FRA). Our efforts have included a detailed review of current infrastructure and documentation to confirm alignment with the federal standards. At this time, we have identified a few minor but important enhancements that are required to reinforce safety measures around the railroad crossings. These improvements are primarily focused on increasing the perceived and actual protection at the tracks—such as supplementary signage, barriers, or other delineation features designed to discourage pedestrian and vehicular intrusion. We anticipate purchasing the necessary equipment and materials to implement these measures in July, allowing us to finalize the physical upgrades shortly thereafter. In addition to these physical improvements, we will be resubmitting our formal documentation to the FRA. This updated submission will include current traffic volume data and revised calculations to support the quiet zone designation. This is a necessary step in maintaining compliance and ensuring that the zones are accurately assessed under the latest conditions. As previously discussed, we will be removing two specific railroad sections from the official documentation. This strategic decision will exempt those sections from the compliance requirements while still allowing them to function as quiet zones in practice. This approach enables us to prioritize resources while maintaining the overall intent and integrity of the quiet zone network. Please feel free to reach out with any questions or if further clarification is needed.

Sponsored Project

Tim and Ryan recently conducted an on-site walk-through with the contractor assigned to the sponsored infrastructure project. As part of our continued commitment to transparency and public engagement, they also reached out to nearby residents in advance, informing them of the walk-through and inviting them to participate. The walk-through itself proceeded smoothly and was productive in confirming key project details and expectations. While a few questions were addressed during the event, it’s worth noting that many of the potential concerns from neighbors had already been proactively discussed in the weeks leading up to this meeting. Tim and Ryan held several conversations with residents prior to the walk-through to identify and resolve issues early in the process. This advanced outreach helped ensure the event remained focused and collaborative. Overall, the walk-through represented a strong example of coordination between project stakeholders, contractors, and the community. Continued communication will remain a

priority as the project progresses. Please let me know if you would like additional information or follow-up on specific resident concerns.

Accessibility

Last week, Erin, Kerin, Marlys, and I participated in three separate presentations focused on website accessibility solutions and compliance strategies. These sessions were intended to provide insight into current best practices, available tools, and anticipated regulatory expectations related to digital accessibility standards. After reviewing the information presented and discussing internally, we have concluded that it would be prudent to delay any immediate implementation of accessibility upgrades. This decision is based on the observation that federal requirements in this area remain somewhat fluid, with recent and ongoing changes to accessibility regulations and enforcement guidelines. Rather than risk investing in modifications that may soon become outdated or require reversal, we believe it is in the City's best interest to monitor the evolving regulatory landscape more closely. By waiting for greater clarity and more definitive direction from federal agencies, we can ensure that our future actions are not only compliant but also cost-effective and sustainable in the long term. We remain committed to ensuring our digital services are accessible to all users, and we will continue to stay informed on developments in this area. Once the requirements are more clearly defined, we will move forward with a comprehensive and informed plan for implementation.

Splashpad

Tim and Rhonda have been actively collaborating with JEO on a range of design concepts for the project, with the goal of identifying the most practical and cost-effective solution that best serves the needs of the community. This process has involved evaluating multiple design options, weighing their aesthetic and functional benefits against regulatory feasibility and overall project costs. One of the initial design proposals featured a visually striking two-tiered layout that, at first glance, appeared to offer a unique and engaging structure. However, upon further internal review and consideration of state regulatory standards, there was uncertainty regarding whether this particular design would meet inspection and approval criteria established by the State of Iowa. Rather than delay the design process while awaiting formal clarification from state officials—which could potentially stall the timeline—we made the strategic decision to remove the two-tiered concept from consideration altogether. In addition to regulatory concerns, this design element also introduced a substantial increase in projected costs. By eliminating this option, we not only reduce risk associated with potential non-compliance but also anticipate a meaningful reduction in the overall project budget. This will help us redirect resources more efficiently while continuing to pursue design alternatives that are both compliant and community-focused. We will continue working closely with JEO to refine the design and will provide further updates as revised concepts and cost estimates become available.

Sewerage Testing

I wanted to provide an update regarding the recent testing initiative requested by the Iowa Department of Natural Resources (DNR), which focused on evaluating three local businesses to determine whether formal treatment agreements would be necessary based on their discharge characteristics. All testing for the three identified businesses has now been completed. Following the analysis, we have reviewed the results internally and engaged in discussions with two of the three businesses to share preliminary findings and provide context around the implications. These conversations were constructive and helped ensure that the businesses are aware of the potential next steps should further action be required. In addition, we have submitted all testing data, findings, and our initial interpretations to the DNR for formal review. Their feedback will

be instrumental in determining whether treatment agreements are required and, if so, what specific measures need to be implemented. We will continue to follow up with both the remaining business and the DNR, and will report back once we receive official guidance. Our goal is to maintain compliance while fostering cooperative relationships with the affected businesses throughout this process.

Development Agreement

Two significant items are scheduled on the upcoming council meeting agenda: the **Development Agreement** and the **Trail Agreement**. Both projects represent important steps forward in infrastructure planning and community connectivity.

Development Agreement – Sewer Line Extension: As part of the development agreement, we are moving forward with the extension of the 18-inch sanitary sewer line from the railroad tracks northward to T Avenue. The total project cost for this extension is **\$394,321.30**. This represents a substantial cost savings—approximately **\$900,000** less than the estimated expense when the project was originally considered two years ago. The extension is particularly advantageous for supporting future development in the area. Due to the favorable topography and lower elevation, extending the sewer at this stage allows us to achieve a more efficient slope and flow rate. This, in turn, eliminates the need for a lift station, which would have required a significantly larger investment both in terms of initial capital and long-term maintenance. By proactively extending this infrastructure now, we are better positioned to accommodate future growth while keeping costs manageable.

Trail Agreement – Shared Cost and Connectivity: The second item pertains to the trail agreement, which is a collaborative, three-way cost-share project designed to enhance pedestrian and recreational connectivity in the community. The proposed trail segment will link up with the expanded trail network surrounding Sierra Heights, creating a continuous and accessible pathway for residents and visitors alike. Our portion of the project totals **\$148,619.66**, which represents one-third of the overall project cost. This investment will significantly improve access and mobility in the area and aligns with the City's broader goals of expanding multimodal transportation options and supporting healthy, active lifestyles. Both agreements have long-term value for the City of Nevada and contribute meaningfully to our infrastructure and livability goals.

DOT

No- Update: It has been some time since I last received any updates from the Department of Transportation (DOT). I will be reaching out to them shortly to check on the current status and determine where things stand. Given the recent stretch of inclement weather and persistent rainfall, I anticipate that additional attention or action may be necessary regarding conditions on Maple.

Windmill

I wanted to provide an update regarding the windmill components that have been stored at the City's wastewater treatment site.

The windmill blades, which had been temporarily housed at the location, have now been successfully removed. In accordance with the prior arrangement, the City will be receiving **\$28,000** as compensation for the use of our site for storage purposes. Joe from BlueSky Wind has remained in communication with me concerning the remaining components, specifically the windmill tower. He has been actively seeking a permanent location or an appropriate use for these items. Initially, he indicated plans to have them scrapped, which I believe would be the

most appropriate course of action given the extended duration they have occupied City property and the absence of a long-term solution. I will be following up with Joe to obtain a status update and encourage resolution in the near term. The prompt removal of these materials will allow us to fully restore use of the site and eliminate any ongoing maintenance or liability concerns associated with prolonged storage.

WW

Since **May 1st**, following the receipt of our **NPDES (National Pollutant Discharge Elimination System) permit** from the Iowa Department of Natural Resources (DNR), the lift station has been actively pumping water to the new treatment plant. While we are not yet fully operational across all systems, we have successfully begun discharging treated water in accordance with regulatory requirements. On the agenda for this upcoming council meeting, you will notice a **request for approval of substantial completion**. It's important to clarify that this request pertains **specifically to the treatment facility itself**, not the lift station. The substantial completion designation indicates that the facility has reached the point where it can be used for its intended purpose, even though some final elements, punch list items, or minor adjustments may still be pending. This is a significant milestone in the overall project timeline and represents continued forward momentum toward full operational status. The lift station will remain outside the scope of this particular substantial completion request until all work associated with it has also reached the appropriate level of readiness and verification. Please feel free to reach out if you have any questions ahead of the meeting or would like additional background on the NPDES permitting or project status.

CDBG

The **Community Development Block Grant (CDBG) project kick-off meeting** has been rescheduled and is now set to take place on **May 28th**. This meeting marks an important step in launching the project, and I am looking forward to engaging with the team and stakeholders involved.

As this will be the official start of the CDBG process, I'm eager to gain a clearer understanding of the program's structure, requirements, and expectations. While I'm not entirely sure what to expect from the meeting content, I'm enthusiastic about the opportunity to learn more and begin moving the project forward. This initiative represents a significant investment in our community, and I'm confident that with proper coordination and planning, it will result in meaningful improvements. I will provide a follow-up summary after the meeting to keep everyone informed on key takeaways and next steps.

Monthly Meetings

WW Progress Meeting

FEMA Closeout

NEDC Business Appreciation

Alliance

Mainstreet Exec & Design

Foundation

Leadership Steering Committee

Why Mainstreet matters

Rotary

The Wall that Heals



STAFF MEETING AGENDA
May 19, 2025

A. Old Business

- a. City Administrator
 - i. CDBG- rescheduled
 - ii. RR- numbers back
 - iii. 51 Acres
 - iv. Splashpad
 - v. Trail-Northview
 - vi. Capstone
 - vii. Trailside-Keystone
 - viii. WWTP
 - ix. Kading Property, sewer line
 - x. Vialytics
 - xi. Accessibility
 - xii. Street Lights, benches



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

Date: Tuesday, May 13th, 2025

Tom Boeding
840 Westwood Drive
Nevada, Iowa 50201
Email: tomboeding1@gmail.com
Cell: 515-297-2970

RE: Block Party Street Closure Westwood Drive on Sunday, June 29th, 2025

Dear Tom:

Through our emails and your pamphlet, you are requesting a street closure for a block party on Westwood Drive at the cul-de-sac at the north end of the street. This event will block off the cul-de-sac at the intersection with Cimmaron Drive. Traffic will be open for Westwood and Cimmaron Drives up to the block party location. The event starts at 4:30pm and concludes no later than at approximately 7:30pm.

Your request for this event is approved

You will be required to allow emergency vehicle access if necessary.

You are required to discuss this closure with anyone whose access to their residence may be affected.

As in the past, you will need to ensure the proper use of barricades to secure the roadway. While you are not required to use the City of Nevada equipment, should you require equipment, such as street barricades, cones, or any device in assisting you to close the roadway these arrangements will need to be made with City of Nevada Streets Superintendent Joe Mousel. There are rental fees and deposits associated with the use of City equipment. Mr. Mousel can be reached Monday-Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements with Mr. Mousel.

The City of Nevada is not liable for any injuries or other claims made by participants in your event. You are responsible for obtaining any liability insurance necessary to protect you against any claims which may be brought in connection with this.

Should you have questions or concerns please contact the Nevada Public Safety Department. I wish you great success with this event. I hope the weather cooperates! This letter should suffice if any questions arise.

Respectfully,

Chris Brandes
Public Safety Director
Chief of Police
Nevada Public Safety Department

Cc: Jordan Cook, City Administrator
Joe Mousel, Street Department
Command Staff NPSD
Mayor, City Council