

COPY



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, OCTOBER 13, 2025 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

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

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

Webinar ID: 851 5957 2027 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, October 13, 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 September 22, 2025
 - B. Approve Payment of Cash Disbursements, including Check Numbers 89024-89118 and Electronic Numbers 4084-4164 (Inclusive) Totaling \$1,068,428.90 (See attached list); the First Interstate Card Purchases for the October 19, 2025 Statement, total \$15,484.15; and Sam's Club Card Purchases for October 22, 2025 Statement, total \$312.32
 - C. Approve Financial Reports for Month of July, 2025
 - D. Approve Financial Reports for Month of August, 2025
 - E. Accept and File Annual Urban Renewal Report for FY24/25
 - F. Approve Renewal of Class C Retail Alcohol License for DOYOUNBOWL2, LC d/b/a/ Sports Bowl, 1229 12th Street, Effective October 31, 2025
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.

YIELD

6. Discussion and appropriate follow up regarding Job Description and Salary Range for City Clerk/Employee Services Director
7. Discussion and appropriate follow up regarding Job Description and Salary Range for Assistant City Administrator/Finance Director
8. Resolution No. 019 (2025/2026): A Resolution Approving Allocated Capacity Agreement for Wastewater Services Between City of Nevada, Iowa and Burke Marketing Corporation
9. Ordinance No. 1074 (2025/2026): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sewer use Charges, first reading
10. Approve Pay Request No. 41 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00
11. Approve Pay Request No. 4 for West Indian Creek – SRF Project A from RW Excavating Solutions in the amount of \$49,703.28
12. Approve Pay Request No. 1 for Tributary to West Indian Creek – SRF Project B from Con-Struct Inc. in the amount of \$108,614.78
13. Approve Change Order No. 1 for Tributary to West Indian Creek – SRF Project B from Con-Struct Inc. in the amount of \$21,005.50
14. Approve Change Order No. 2 for Oak Park Estates Trail from MidState Solution LLC., in the amount of 3,500.00
15. Ordinance No. 1073 (2025/2026): An Ordinance Amending the Nevada Code of Ordinances by Repealing Chapter 28 – Nevada Senior Community Center Board, third and final reading
16. Resolution No. 021 (2025/2026): Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
17. Resolution No. 022 (2025/2026): Resolution to Fix a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Nevada Economic Development Council, Inc. Including Annual Appropriation Tax Increment Payments in an Amount Not to Exceed \$475,000
18. Approve Purchase of Speed Lidar w/ Camera
19. Approve 2026 City Wellness Program
20. Approve Closure of City Hall Monday, October 20, 2025 from 8:00 – 10:30 a.m. for Employee Benefits Meeting
21. REPORTS – City Administrator/Mayor/Council/Staff
22. ADJOURN

The agenda was posted on the official bulletin board on October 10, 2025, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

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**MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, OCTOBER 13, 2025 – 6:00 P.M.**

6. Discussion and Appropriate Follow up Regarding Job Description and Salary Range for City Clerk/Employee Services Director
Enclosed you shall find the proposed job description and estimated timeline for hiring the position.
7. Discussion and Appropriate Follow up Regarding Job Description and Salary Range for Assistant City Administrator/Finance Director
Enclosed you shall find the proposed job description and estimated timeline for hiring the position.
8. Resolution No. 019 (2025/2026): A Resolution Approving Allocated Capacity Agreement for Wastewater Services Between City of Nevada, Iowa and Burke Marketing Corporation
Enclosed you shall find the Burke Agreement and resolution.
9. Ordinance No. 1074 (2025/2026): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sewer use Charges, first reading
Enclosed you shall find the sewer rate ordinance and spreadsheet showing residential customer utility estimates.
10. Approve Pay Request No. 41 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00
Enclosed you shall find the engineer's recommendation and pay request.
11. Approve Pay Request No. 4 for West Indian Creek – SRF Project A from RW Excavating Solutions in the amount of \$49,703.28
Enclosed you shall find the engineer's recommendation and pay request.
12. Approve Pay Request No. 1 for Tributary to West Indian Creek – SRF Project B from Con-Struct Inc. in the amount of \$108,614.78
Enclosed you shall find the engineer's recommendation and first pay request.
13. Approve Change Order No. 1 for Tributary to West Indian Creek – SRF Project B from Con-Struct Inc. in the amount of \$21,005.50
Enclosed you shall find the first change order for SRF-Project B.
14. Approve Change Order No. 2 for Oak Park Estates Trail from MidState Solution LLC., in the amount of 3,500.00
Enclosed you shall find the second change order for the Oak Park Trail.
15. Ordinance No. 1073 (2025/2026): An Ordinance Amending the Nevada Code of Ordinances by Repealing Chapter 28 – Nevada Senior Community Center Board, third and final reading
Enclosed you shall find the final reading of Ordinance No. 1073

16. Resolution No. 021 (2025/2026): Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
Enclosed you shall find the resolution setting the date for a public hearing to amend the URA to provide TIF support to the Mid-States project and incentives to NEDC.
17. Resolution No. 022 (2025/2026): Resolution to Fix a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Nevada Economic Development Council, Inc. Including Annual Appropriation Tax Increment Payments in an Amount Not to Exceed \$475,000
Enclosed you shall find the resolution setting the date for a public hearing to enter into a Development Agreement with NEDC for economic growth and development of URA.
18. Approve Purchase of Speed Lidar w/ Camera
Enclosed you shall find the action form and supporting documents for this purchase.
19. Approve 2026 City Wellness Program
Enclosed you shall find the wellness program for 2026.
20. Approve Closure of City Hall Monday, October 20, 2025 from 8:00 – 10:30 a.m. for Employee Benefits Meeting
City Staff have an annual Employee Benefits Meeting that is mandatory for all employees. Due to size constraints, it would be beneficial to move to a larger space for the meeting (Sr. Center); therefore, requesting closure of City Hall (with proper notification to the public) on Monday, October 20th from 8:00 – 10:30 a.m.

NEVADA CITY COUNCIL – MONDAY, SEPTEMBER 22, 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, September 22, 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, Dane Nealson, Jason Sampson, Steve Skaggs. Sandy Ehrig was present via Zoom. Absent: Henry Corbin.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Rhonda Maier, Marlys Barker, Chris Brandes, Ray Reynolds, Devin Cornish, Derek Thomas, Amanda Brewer.

Also in attendance were: Jim Samuelson, Melissa Muschick, Ray Beatty, Kim Upton, Jane Heintz, Melissa Johnson, Sue VandeKamp, Brenda Dryer, Mike Miller, Charlie Good, Andy Kelly, Deb Parker.

3. APPROVAL OF AGENDA

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

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

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

- A. Approve Minutes of the Regular Meeting held on September 8, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 88949-89023 and Electronic Numbers 4002-4083 (Inclusive) Totalling \$428,319.39 (See attached list)
- C. Approve Financial Reports for Month of June, 2025
- D. Resolution No. 018 (2025/2026): A Resolution Approving Beginning Fiscal Year 2025/2026 Transfers

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

5. Discussion and Appropriate Follow up Regarding Nevada Bark Park

Parks & Recreation Director Rhonda Maier talked about the Nevada Bark (dog) Park, how it has been in the Vision 2040 Plan, and how they are working to move forward with making it a reality. Because of the number of activities currently at Harrington Park (including a practice field for the

Soccer Club and disc golf), the Parks & Recreation Board and Maier agreed the first step would be developing a master plan for the park to ensure proper planning for the future.

6. NEDC Proposal LMI Set Aside Funds

Brenda Dryer, director of the NEDC, presented two options for the use of LMI funds. These funds will be growing due to the increase in housing and developments in our community.

7. PUBLIC FORUM:

Nevada resident Sue VandeKamp asked for an update on the progress of checking on residences in town that are not being properly maintained.

8. Ordinance No. 1073 (2025/2026): An Ordinance Amending the Nevada Code of Ordinances by Repealing Chapter 28 – Nevada Senior Community Center Board, second reading

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Ordinance No. 1073 (2025/2026), second reading.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Spence, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

9. Approve Pay Request No. 1 for Oak Park Estates Trail, from MidState Solution LLC., in the amount of \$56,966.16

Motion by Steve Skaggs, seconded by Luke Spence, to **approve Pay Request No. 1 for Oak Park Estates Trail, from MidState Solution LLC., in the amount of \$56,966.16.** After due consideration and discussion the roll was called. Aye: Skaggs, Spence, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

10. Approve Pay Request No. 3 for West Indian Creek – SRF Project A, from RW Excavating Solutions, in the amount of \$180,741.56

Motion by Dane Nealson, seconded by Luke Spence, to **approve Pay Request No. 3 for West Indian Creek – SRF Project A, from RW Excavating Solutions, in the amount of \$180,741.56.** After due consideration and discussion the roll was called. Aye: Nealson, Spence, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

11. Discussion and Appropriate Follow up Regarding Upton Tree Claim

Council person Spence made the request to return this item to the agenda for closure. Community members and council discussed the issue including the absence of contractor involvement.

Motion by Luke Spence, seconded by Jason Sampson, to **pay Kim Upton \$2800 to compensate for the loss due to the tree falling and additional damages.** After due consideration and discussion the roll was called. Aye: Spence. Nay: Sampson, Skaggs, Ehrig, Nealson. The Mayor declared the motion failed.

12. Resolution No. 019 (2025/2026): A Resolution Approving Allocated Capacity Agreement for Wastewater Services Between City of Nevada, Iowa and Burke Marketing Corporation

Motion by Jason Sampson, seconded by Dane Nealson, to **table Resolution No. 019 (2025/2026) to the October 13 meeting due to unsigned agreement.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

13. Resolution No. 020 (2025/2026): A Resolution Approving Real Property Charitable Donation Agreement between City of Nevada, Iowa and West Indian Research Acres, LLC

Motion by Jason Sampson, seconded by Dane Nealson, to **adopt Resolution No. 020 (2025/2026).** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Ehrig, Spence. Nay: None. Abstain: Skaggs. The Mayor declared the motion carried.

14. Approve Purchase of Snow Blade for the Wastewater Treatment Facility

Motion by Sandy Ehrig, seconded by Jason Sampson, to **approve option 1: purchase of a Snow Blade for Wastewater Treatment Facility from Schuling Hitch Company, Ames, IA for \$10,037.20, complete with install.** After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Skaggs, Spence, Nealson. Nay: None. The Mayor declared the motion carried.

15. Approve Purchase of V Blade Plow for Cemetery

Motion by Jason Sampson, seconded by Dane Nealson, to **approve option 1: accept the quote from Schuling Hitch Company in the amount of \$9,660.00 for a Fisher Stainless Steel Plow, mount kit, wiring harness, touchpad control, light kit and V Blade installation.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

16. Approve Purchase of Mosquito Spray

Motion by Jason Sampson, seconded by Luke Spence, to **approve option 1: accept quote from Clarke for the purchase of a 55-gallon drum of Duet Dual-Action Mosquito Spray for a total cost of \$11,660.00.** After due consideration and discussion the roll was called. Aye: Sampson, Spence, Nealson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

17. Approve Purchase of Filter Replacement for the Aquatic Center

Motion by Luke Spence, seconded by Dane Nealson, to **approve option 1: accept the quote from Carrico Aquatic Resources, Inc. for a total of \$51,255.00 for filter replacement at the Aquatic Center.** After due consideration and discussion the roll was called. Aye: Spence, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

18. Approve Purchase of Media and Lateral Replacement for three (3) Filters at the Aquatic Center

Motion by Jason Sampson, seconded by Luke Spence, to **approve option 1: accept the quote from Carrico Aquatic Resources, Inc. for a total of \$19,853.00 for media**

and lateral replacement for three filters at the Aquatic Center. After due consideration and discussion the roll was called. Aye: Sampson, Spence, Nealson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

19. 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 7:12 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA CLAIMS OCTOBER 13, 2025

PAYEE	DESCRIPTION	CHECK AMT	CHECK #
WAGEWORKS	FSA 2024 PMTS	489.59	4084
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	656.86	4085
WAGEWORKS	FSA 2024 PMTS	299.88	4086
EFTPS	FED/FICA/MED Pay Period: 09/28/2025	31,575.52	4157
PAYROLL	HSA Pay Period: 09/28/2025	50.00	4158
PAYROLL	HSA Pay Period: 09/28/2025	320.84	4159
PAYROLL	HSA Pay Period: 09/28/2025	50.00	4160
TREASURER STATE OF IOWA	SALES TAX 10/2025	12,169.12	4161
TREASURER STATE OF IOWA	WET 10/2025	10,492.22	4162
EMPLOYEE BENEFIT SYSTEMS	SELF FUNDING FEES	266.00	4163
WAGEWORKS	FSA 2024 PMTS	230.53	4164
JOHNSON CONTROLS SECURITY S	WTR-SECURITY	268.75	89024
MADISON NATIONAL LIFE INS	WWTA-LIFE INS	457.88	89025
MIDSTATE SOLUTION LLC	OAK PK ESTATES TRAIL PR#1	56,966.16	89026
RW EXCAVATING SOLUTIONS, LC	SRF-WEST INDIAN CREEK PR#3	180,741.56	89027
STORY CO TREASURER	ED-AIRPRT RD, LOT2,3;WTR-WELL	3,518.00	89028
ACCESS SYSTEMS INC	ALL-COPIERS	683.94	89029
ALLIANT UTILITIES	ALL-UTILITIES	29,769.61	89030
ASCENDANCE TRUCK CTR	STS-2026INTL, 2025 INTL	415,236.00	89031
AVAILA BANK	LIB-PETTY CASH	71.22	89032
CENTRAL IOWA BROADBAND	FH-INTERNET	375.00	89033
FIRSTNET	PD-CAR COMPUTERS	412.70	89034
MENARDS - AMES	FD- LOCK BOX AND LIGHTBULBS	34.98	89035
T-MOBILE	ALL-GEO TABS	125.10	89036
WINDSTREAM CORP	PD/CH,WTR,WWT-PHONES	280.81	89037
DELTA DENTAL OF IOWA	DENTAL 10/2025	3,614.64	89038
FIDELITY SECURITY LIFE	VISION 10/2025	983.34	89039
WELLMARK BCBS	HEALTH 10/2025	35,825.77	89040
PAYROLL	PAYROLL	610.16	89041
COLLECTION SERVICES CENTER	CHILD SUPPORT Pay Period: 09/28/2025	122.02	89042
MISSION SQUARE	DEFERRED COMP Pay Period: 09/28/2025	575.00	89043
ALLIANT UTILITIES	ALL-UTILITIES	2,908.71	89044
AMAZON CAPITAL SERVICES	ALL-EQUIP,SUPPLIES	2,035.85	89045
ARNOLD MOTOR SUPPLY	FD,STS- VEHICLE RPR	333.09	89046
ASCENDANCE TRUCK CTR	STS-WINTER FRONTS NEW TRUCKS	217.34	89047
BEATY, RAY	EMS-CPR CERT	24.00	89048
BOUND TREE MEDICAL, LLC	EMS-MEDICAL SUPPLIES	455.00	89049
BROWN'S HEAVY EQUIPMENT	STS-LIFT REPAIR	2,036.89	89050
CAPITAL SANITARY SUPPLY	PKM,FH-SUPPLIES	516.80	89051
CELLEBRITE, INC	PD-SUBSCRIPTIONS,COURSE	7,602.80	89052
CENTRAL IOWA DISTRIBUTING	CH-SUPPLIES	290.00	89053
CLARKE MOSQUITO CONTROL	PKM-MOSQUITO CONTROL	12,149.45	89054
COMMUNITY VET CLINIC	PD-ANIMAL CONTROL	100.00	89055
CONWAY SHIELD	FD-BUNKER GEAR	3,743.00	89056
COUNTRY LANDSCAPES, INC	CH-MULCH	308.00	89057

CRAIG MCCLANAHAN	PKM,ADM,PD,FD,WWT-IT SERVICES	11,331.29	89058
CUMMINS CENTRAL POWER	CH,WTR-GENERATOR	5,595.04	89059
CYCLONE AWARDS & ENGRAVING	FD-TAGS	42.00	89060
DELTA INDUSTRIES	WWT-REPAIRS	1,006.88	89061
DISCOVER AMES	PKA-DISCOVER AMES	275.00	89062
DORSEY & WHITNEY	ED-NEDC AGRMT/DEV SIERRA TRL	11,812.00	89063
DRAINTECH	POOL-REPAIRS	90.00	89064
FAREWAY STORES INC	POOL-CONC	1.69	89065
FERGUSON WATERWORKS	WTR-METER	478.80	89066
GENESIS TECHNOLOGIES INC	ADM-IT SYMANTEC	3,414.00	89067
GOOD, CHARLIE	ADM-RFND ALCOHOL/TOBACCO LIC	283.75	89068
HARBOR FREIGHT	STS-TOOLS	205.91	89069
HAWKINS INC	WTR-CHEMICALS	3,543.68	89070
HOKEL MACHINE SUPPLY	STS-EQUIP	145.65	89071
HR GREEN, INC	ENGINEERING	11,641.67	89072
IOWA DNR	WTR-USE FEE 2026	115.00	89073
IA DEPT OF PUBLIC SAFETY	PD-IOWA SYSTEM FY26 7-9/2026	300.00	89074
IOWA DOT	STS-TUBING/ANCHORS	1,293.25	89075
IOWA ONE CALL	WTR/WWT-ONE CALL	169.50	89076
IA STATE READY MIX	STS-SIDEWALK/ROAD RPR	2,269.15	89077
IAPFC	FD-IAPFC CONF-BRODY MILLER	20.00	89078
JOHN DEERE FINANCIAL	STS-SIDE BOARDS	108.95	89079
KEY COOPERATIVE	CH,WWT-GEN FUEL	6,276.01	89080
KRUCK P&H CO., INC	CH-FALL MNT	2,575.00	89081
MACQUEEN EQUIPMENT	FD- CALIBRATION GAS (METERS)	307.98	89082
MCFARLAND CLINIC PC	WWT-PREEMP,SMITH	523.00	89083
MENARDS - AMES	STS,CH-PARTS	194.49	89084
METRONET	ALL-INTERNET SVC	294.90	89085
MISSISSIPPI LIME	WTR-LIME	32,348.46	89086
MNG, INCORPORATED	FH-DECAL	15.50	89087
NEIGHBORS HTG CLG PLMBG	FH-MAINT	635.00	89088
NEVADA COMMUNITY SCHOOL	ALL-FUEL	6,708.11	89089
NEVADA ROTARY CLUB	CA-COOK DUES	932.00	89090
NEVADA SENIORS	WTR/WWT-UTILITY BILLING	225.00	89091
NORTHLAND PRODUCTS COMP	ALL-OIL	1,971.68	89092
PRATT SANITATION INC	ALL-GARBAGE SVC	958.32	89093
PRICE ELECTRIC	WWTF-PH3,MOVE ELCT	2,973.00	89094
RASMUSSEN, TED	LEGENDS SB TEAM REG	649.00	89095
REACH MEDIA NETWORK	FH-DIGITAL SIGNAGE LIC	1,102.50	89096
RENEW BIOMEDICAL SERVICES LLC	FD/EMS - SERVICE ON CARDIAC MONITORS	800.00	89097
SALTECH SYSTEMS	ADM-WEBSITE	278.70	89098
SIGLER COMPANIES,INC.	OUR NEVADA	2,602.68	89099
STAPLES CREDIT PLAN	CEM,STS-SUPPLIES	147.06	89100
STAR EQUIPMENT LTD	STS-SAW FUEL	27.50	89101
STOREY KENWORTHY CO	WTR/WWT-DOOR HANGERS	517.46	89102
STORY CO TREASURER	WWT-DSPTCH-QTR2	12,257.25	89103
TENDALL, JAMIE	STS-CLOTHING REIMB	8.22	89104

THE CTK GROUP	PD-TRAINING	500.00	89105
TK GRADING & SEEDING LLC	STS-GRASS SEED	1,372.00	89106
UNION PACIFIC RAILROAD	STS-BRIDGE RPR	171.00	89107
USA BLUEBOOK	WWT-LAB EQUIP	221.39	89108
VAN WALL EQUIPMENT-NEVADA	STS,PKM-REPAIR	238.88	89109
VERIZON WIRELESS	LIB-SVCS	329.18	89110
WAUKEE POWER EQUIP INC	FD-VEHICLE REPAIRS	407.71	89111
WCI POOLS AND SPAS	POOL-TESTING POWDER	100.00	89112
WEX BANK	ALL-FUEL	1,614.68	89113
WHKS & CO.	ENGINEERING	15,395.00	89114
WILSON REPAIR LLC	STS-TIRES	335.20	89115
WINDSTREAM CORP	SC,PD-PHONES	128.01	89116
WOODMAN CONTROLS CO	CH- HVAC SOFTWARE RPRS	677.80	89117
WORKFORCE SOLUTIONS	PD-TRAINING	295.00	89118
	TOTAL PAYROLL EFT 4087-4156	<u>97,176.89</u>	
	TOTAL CLAIMS	<u>1,068,428.90</u>	

Vendor # 1170

20251001

Electronic Pymt #

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 10/13/2025 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
8/28/2025	ICWA Online	CA, ICMA Conference	890.00	8416	001-613-6240
9/1/2025	Go Daddy	ADM, Website/Emails	22.97	3838409036	121-613-6431
9/2/2025	Iowa League of Cities	CA, League Conf	310.00	1105-4181	001-613-6240
9/2/2025	Iowa League of Cities	PSD, League Conf-Brandes	310.00	1105-4181	001-110-6240
9/12/2025	Sangoma	Water Plant	31.06	0878569	610-818-6240
		Wastewater Pl	31.06		600-814-6240
		Library	31.06		600-811-6373
		Fire Dept	31.06		610-816-6373
		Police Dept	31.06		001-410-6373
		ST Dept	31.06		001-150-6373
		City Hall	31.07		001-110-6373
		Cemetery	31.07		110-210-6373
		Parks Mint	31.07		001-620-6373
9/15/2025	Grammarly	ADM, Website	139.95	91656223	121-613-5431
9/15/2025	2025 Annual Conference - Des Moines	WTR, AWWA Conf - Ludwig & Starbuck	690	2025CONF-YAV002M	600-811-6240
9/16/2025	Delta	CA, Conf Travel	243.18	G7QVZI	610-818-6240
9/16/2025	Alliantz Travel Ins.	CA, Travel Insurance	22.75	EUSP2517004345	610-818-6240
9/16/2025	Damage Insurance	CA, Travel Insurance	45	25259Z2880	610-818-6240
9/16/2025	VRBO Fee		30	1490-9049	610-818-6240
9/16/2025	One Stone Residences	CA, Travel Lodging	434.74	1490-9049	610-818-6240
9/16/2025	IAWEA	WWT, Conf-Cornish	480.00	2025WPTRPRTR64V0007	610-816-6240
9/16/2025	Southwest	CA, Conf Travel	300.18	A2DGOI	600-814-6240
9/19/2025	Zoom	ADM, Website	76.78	INV322270485	121-613-6431
9/19/2025	ISU Event Registration	ADM, MPI-Ellsworth	208.00	360711	001-620-6240
9/12/2025	Anypromo.com	PSD, Bracelets (Covered by donations)	2,650.82	CV50961501	001-110-6484
9/16/2025	IA Secretary of State	PSD, Six Notary Renewals	180.00	61554C	001-110-6599
9/17/2025	Badgeandwallet	PSD, Badges	805.00	763814	001-110-6504
9/18/2025	DSM Park & Ride	PSD, Travel Parking	3.00	88886	001-110-6240
9/18/2025	DSM Park & Ride	PSD, Travel Parking	3.00		001-110-6240
8/25/2025	Ames Girls Softball	REC, Baseball/Softball	2.50	89009	001-110-6240
8/26/2025	Good II Go Zearing	STS, Tires	3,040.00	10096264, 10096263, 10096265, 10096261	001-470-6413
8/27/2025	Kirkwood Cont Ed	WWT, Training-Rasmusson	1,320.00	20250825	110-250-6599
8/28/2025	Twilio	ADM, Notifications	195.00	640591	610-816-6240
8/28/2025	IMFOA	ADM, IMFOA Conf-Mousel	11.22	20250826	121-613-6431
9/12/2025	Twilio	ADM, Notifications	200.00	1530-9840	001-620-6240
9/12/2025	Credit	ADM, Conf Hotel Credit	10.75	20250910	121-613-6431
9/17/2025	Twilio	ADM, Notifications	-10.67		001-620-6240
9/23/2025	Fleet Farm	WWT, Safety Equip	17.32	20250916	121-613-6431
8/31/2025	CCI Constant Contact	LIB, Tech services	99.99	3942	610-816-6510
8/31/2025	Facebook	LIB, Facebook	674.45	20250831	001-410-6594
9/3/2025	Namebadge	LIB, Namebadge	100.84	SILF925AK2	001-410-6402
9/12/2025	MSFT	LIB, Microsoft Software	22.32	804307	001-410-6506
9/16/2025	Circuit South	LIB, Annual Cricut Access	44.22	E0700XLXA	001-410-6594
			102.59	2525274	001-410-6594
			13,952.47		

POSTING & PAYMENT DATE:

October 19, 2025

City Administrator

Vendor # 1170

20251001

Electronic Pymt #

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 10/13/2025 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
9/19/2025	Poolweb	POOL, Parts for LG Chair	341.68	13933223740	001-435-6341
9/20/2025	Shop at Iowa State UNI	PARKS, Training-Anderson	65.00	00003098	001-431-6240
9/20/2025	Shop at Iowa State UNI	PARKS, Training-Anderson	65.00	00003099	001-431-6240
9/19/2025	IPRA IA	POOL, Training-CPO	1,060.00	6380	001-435-6240

1,531.68

POSTING & PAYMENT DATE:

October 19, 2025

City Administrator

W:\Office\Finance\AccountsPayable\Vendors\GreatWesternPurchaseCards,All

Vendor #1403

20251007

Electronic Pymt #

SAMS CLUB PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 10/13/2025 W/CLAIMS

Tran Date	Description	Amount	Invoice #	ACCOUNT
9/2/2025	ADM, Supplies for Safety Training	87.68	P9280007N0168JD36	001-613-6491
9/10/2025	PSD, Supplies (batteries)	88.92	P9280007Y01INGGRAP	001-110-6599
9/17/2025	REC, Supplies	107.76	P92800085018LXR3E	001-470-6599
9/25/2025	PSD, Supplies	27.96	P9280008D01FWTH4V	001-110-6599

312.32

POSTING & PAYMENT DATE:

October 22, 2025

City Administrator

W:\Office\Finance\AccountsPayable\Vendors\Sam's Club

City of Nevada

Account Summary - Nevada Treasurer's Report-Council
 GL Period: 07/25 - 07/25
 GENERAL

Page: 1
 Sep 25, 2025 10:43AM

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
GENERAL					
Total 001:		4,504,743.87	842,910.05	1,322,727.52-	4,024,926.40
HOTEL MOTEL					
Total 002:		13,301.26	1,413.36	688.27-	14,026.35
ROAD USE TAX					
Total 110:		1,706,582.62	166,591.50	189,051.36-	1,684,122.76
EMPLOYEE BENEFITS					
Total 112:		113,940.71	4,521.54	2,260.77-	116,201.48
RUT CAPITAL					
Total 113:		619,513.78	1,580.38	20,001.20-	601,092.96
LOCAL OPTION SALES TAX					
Total 121:		1,116,607.82	264,236.42	168,732.84-	1,212,111.40
TAX INCREMENT FINANCING					
Total 125:		963,027.59	12,616.38	3,355.76-	972,288.21
LMI-SUBFUND					
Total 126:		425,079.65	.00	.00	425,079.65
ECONOMIC DEVELOPMENT					
Total 180:		80,000.00-	.00	.00	80,000.00-
RESTRICTED GIFTS					
Total 167:		3,261.18	25.30	16.71-	3,269.77
CEMETARY CIP/LAND					
Total 168:		29,506.04	.00	.00	29,506.04
LIBRARY TRUST					
Total 169:		11,162.28	2,000.00	.00	13,162.28
FIRE TRUST					
Total 171:		19,297.37	.00	.00	19,297.37
SCORE-UNDESIGNATED					
Total 172:		6,290.97	.00	.00	6,290.97
SCORE O&M					
Total 173:		292.28	.00	.00	292.28
NORTH STORY BASEBALL					
Total 174:		5,941.69	.00	.00	5,941.69
SENIOR CENTER TRUST					
Total 175:		18,201.49	500.00	375.00-	18,326.49
GATES HALL PIANO					
Total 176:		21,017.51	.00	.00	21,017.51
ASSET FORFEITURE					
Total 177:		13,475.82	.00	.00	13,475.82
PARK OPEN SPACE					
Total 179:		136,470.44	2,460.86	3,935.86-	134,995.44
COLUMBARIAN MAINTENANCE					
Total 180:		6,156.89	.00	.00	6,156.89
TRAIL MAINTENANCE					
Total 181:		72,230.69	.00	.00	72,230.69
DANIELSON TRUST					
Total 182:		311,621.92	.00	2,060.47-	309,561.45
LIB BLDG TRUST					
Total 183:		218.65	.00	.00	218.65
TREES FOREVER					
Total 184:		5,044.29	.00	.00	5,044.29
COMMUNITY BAND					
Total 186:		2,506.63	900.00	1,490.00-	1,916.63
PUBLIC ART FUND					
Total 187:		2,733.02	.00	.00	2,733.02
DEBT SERVICE					
Total 200:		447,892.86	3,236.38	1,618.19-	449,511.05

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
CH CAMPUS PROJ					
Total 301:		648.98	.00	.00	648.98
LIBRARY ADDITION					
Total 302:		9,419.63	.00	.00	9,419.63
SC/FIELDHOUSE					
Total 304:		941,594.38	.00	.00	941,594.38
RAILROAD CROSSING IMP					
Total 305:		182.58	.00	.00	182.58
SPLASHPAD PROJECT					
Total 306:		780,773.90	.00	5,040.00-	775,733.90
SIDEWALK IMPROVEMENTS					
Total 307:		148,765.32	.00	.00	148,765.32
2024 CIP STS IMPROV PRO					
Total 309:		30,399.33	.00	1,732.50-	28,666.83
2024 BRIDGE REPAIRS					
Total 314:		5,330.00	.00	.00	5,330.00
2024HMA OVERLAY F&G					
Total 318:		.00	.00	12,000.00-	12,000.00-
DOG PARK					
Total 319:		17,199.34	.00	.00	17,199.34
TRAIL CIP RESERVE PROJ					
Total 321:		178,491.90	826.38	5,565.21-	173,753.07
ARP FUNDS					
Total 322:		1,100,840.02	.00	500,000.00-	600,840.02
CDBG DT FAÇADE PROJ					
Total 327:		16,283.16-	.00	33,923.25-	50,206.41-
PERPTUAL CARE					
Total 500:		178,814.08	.00	.00	178,814.08
HATTERY TRUST					
Total 501:		5,000.00	.00	.00	5,000.00
WATER					
Total 600:		4,851,209.25	293,252.42	175,296.92-	4,969,164.75
WATER DEPOSITS					
Total 601:		89,557.55	4,875.00	4,917.68-	89,514.87
WATER PLANT UPGRADE RSR					
Total 602:		2,096,227.40	5,525.86	4.19-	2,101,749.07
WATER 2012C/2020B BOND					
Total 605:		200,016.73	.00	.00	200,016.73
WATER CAPITAL REVOLVING					
Total 607:		364,451.52	877.37	31,622.66-	333,706.23
JORDAN WELL					
Total 608:		7,343.75-	.00	.00	7,343.75-
WTR CAPITAL PROJECTS					
Total 609:		42,248.30-	.00	.00	42,248.30-
SEWER					
Total 610:		4,769,847.78	333,834.67	171,846.33-	4,931,836.12
SEWER SRF REVOLVING					
Total 611:		3,457,518.62	1,246.90	.94-	3,458,764.58
SEWER CONSTRUCTION					
Total 615:		1,302,078.28	33,777.57	13.69-	1,335,842.16
SEWER CAP IMP PROJECT					
Total 616:		1,482,359.10-	.00	209,258.65-	1,691,617.75-
SEWER EQUIP REVOLVING					
Total 617:		433,071.52	1,136.35	2,000.87-	432,207.00
SRF SPONSORED PROJECT					
Total 618:		1,115,198.32-	.00	369,872.47-	1,485,070.79-

LANDFILL/GARBAGE

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
LANDFILL/GARBAGE					
Total 670:		4,503.39	6,198.51	36,481.48-	25,781.58-
STORM WATER					
Total 740:		950,328.95	17,542.80	4,123.93-	963,747.82
REVOLVING FUND					
Total 810:		1,537,969.08	34,762.42	35,705.12-	1,537,026.38
FLEXT BENEFIT REVOLVING					
Total 812:		38,177.81	.00	3,012.09-	35,165.72
HEALTH INS, SELF FUND					
Total 813:		121,842.49	282.38	36,310.30-	85,814.57
OTHER INTERNAL SERV FUN					
Total 830:		347,132.37	915.07	.69-	348,046.75
Grand Totals:		31,794,078.89	2,038,043.87	3,355,042.92-	30,477,079.84

Page: 1Finance Worksheet - Nevada Budget Report-Council viewCity of Nevada

Period 07/25 (07/ 2025 1:05PM"

Report Criteria:

Includes only accounts with balances or activity

Includes grand totals

[Report].SOURCE = none

[Report].ACCOUNT = none

City of NevadaPage: 1Finance Worksheet - Nevada Budget Report-Council view

Period 07/25 (07/ 2025 1:18PM"

CITY OF NEVADA FY2025/2026

BUDGET REPORT FOR JULY 2025

FUND	Title	BUDGET	MTD	YTD BALANCE	% EXP	UNEXPENDED
GENERAL						
Total POLICE:		1,346,446.00	116,152.35	116,152.35	8.63%	1,230,293.65
Total POLICE-OFFICE:		160,203.00	11,860.59	11,860.59	7.40%	148,342.41
Total EMERGENCY MANAGEMENT:		2,100.00	60.25	60.25	2.87%	2,039.75
Total FIRE:		273,300.00	77,113.32	77,113.32	28.22%	196,186.68
Total AMBULANCE:		17,153.00	6,347.47	6,347.47	37.01%	10,805.53
Total BUILDING INSPECTIONS:		64,487.00	4,363.53	4,363.53	6.77%	60,123.47
Total ANIMAL CONTROL:		4,500.00	238	238	5.29%	4,262.00
Total ANIMAL CONTROL-OWNER:		1,500.00	0	0	0.00%	1,500.00
Total ROADS, BRIDGES, SIDEWALKS:		500	0	0	0.00%	500
Total LIBRARY:		584,711.00	56,761.33	56,761.33	9.71%	527,949.67
Total PARKS:		173,966.00	80,010.31	80,010.31	45.99%	93,955.69
Total PARK MAINTENANCE:		312,981.00	30,200.85	30,200.85	9.65%	282,780.15
Total PARKS-AHTLETIC FIELDS:		20,000.00	0	0	0.00%	20,000.00
Total FOUR-PLEX COMPLEX:		35,081.00	3,492.79	3,492.79	9.96%	31,588.21
Total POOL:		275,624.00	66,506.25	66,506.25	24.13%	209,117.75
Total RECREATION:		81,577.00	11,453.78	11,453.78	14.04%	70,123.22
Total ADULT SOFTBALL:		4,793.00	0	0	0.00%	4,793.00
Total COMMUNITY HEALTH/WELLNESS:		3,619.00	0	0	0.00%	3,619.00
Total SENIOR ACTIVITY:		6,000.00	0	0	0.00%	6,000.00
Total CEMETERY:		144,117.00	16,272.58	16,272.58	11.29%	127,844.42
Total FIELD HOUSE:		276,010.00	45,068.53	45,068.53	16.33%	230,941.47
Total SENIOR COMMUNITY CENTER:		9,236.00	2,170.93	2,170.93	23.51%	7,065.07
Total BASEBALL SOFTBALL:		19,441.00	932.42	932.42	4.80%	18,508.58
Total YOUTH BASKETBALL:		14,765.00	0	0	0.00%	14,765.00
Total VOLLEYBALL:		5,221.00	0	0	0.00%	5,221.00
Total FLAG FOOTBALL:		5,211.00	0	0	0.00%	5,211.00
Total CIRL:		6,000.00	0	0	0.00%	6,000.00
Total ECONOMIC DEVELOPMENT:		7,500.00	0	0	0.00%	7,500.00
Total PLANNING & ZONING:		157,570.00	5,171.31	5,171.31	3.28%	152,398.69
Total MAYOR/COUNCIL/CITY MGR:		11,409.00	2,368.48	2,368.48	20.76%	9,040.52
Total COUNCIL:		12,095.00	4	4	0.03%	12,091.00
Total CITY ADMINISTRATOR:		16,700.00	92.83	92.83	0.56%	16,607.17
Total CLERK/TREASURER/ADM:		442,722.00	27,231.68	27,231.68	6.15%	415,490.32
Total ELECTIONS:		6,000.00	0	0	0.00%	6,000.00
Total LEGAL SERVICES/ATTORNEY:		176,000.00	18,756.25	18,756.25	10.66%	157,243.75
Total CITY HALL/GENERAL BLDGS:		132,148.00	1,357.30	1,357.30	1.03%	130,790.70
Total TORT LIABILITY:		79,160.00	65,464.00	65,464.00	82.70%	13,696.00
Total TRANSFERS IN/OUT:		200,000.00	0	0	0.00%	200,000.00
Total GENERAL:		5,089,846.00-	649,451.13-	649,451.13-	12.76%	4,440,394.87-
HOTEL MOTEL						
Total 4TH OF JULY:		2,500.00	0	0	0.00%	2,500.00
Total LINCOLN HWY DAYS:		2,500.00	0	0	0.00%	2,500.00
Total HOTEL MOTEL:		5,000.00-	0	0	0.00%	5,000.00-
ROAD USE TAX						
Total FLOOD CONTROL:		27,400.00	2,943.09	2,943.09	10.74%	24,456.91
Total ROADS, BRIDGES, SIDEWALKS:		875,990.00	96,689.79	96,689.79	11.04%	779,300.21
Total STREET LIGHTING:		77,000.00	4,522.07	4,522.07	5.87%	72,477.93
Total PAVEMENT MARKINGS:		10,000.00	5.58	5.58	0.06%	9,994.42
Total SNOW REMOVAL:		92,482.00	0	0	0.00%	92,482.00
Total TRANSFERS IN/OUT:		200,000.00	0	0	0.00%	200,000.00
Total ROAD USE TAX:		1,282,872.00-	104,160.53-	104,160.53-	8.12%	1,178,711.47-

EMPLOYEE BENEFITS

Total TRANSFERS IN/OUT:	1,030,021.00	0	0	0.00%	1,030,021.00
Total EMPLOYEE BENEFITS:	1,030,021.00-	0	0	0.00%	1,030,021.00-

RUT CAPITAL

Total ROADS, BRIDGES, SIDEWALKS:	460,000.00	20,000.00	20,000.00	4.35%	440,000.00
Total RUT CAPITAL:	460,000.00-	20,000.00-	20,000.00-	4.35%	440,000.00-

LOCAL OPTION SALES TAX

Total POLICE:	84,000.00	10,418.67	10,418.67	12.40%	73,581.33
Total STREET LIGHTING:	87,000.00	4,935.84	4,935.84	5.67%	82,064.16
Total TREES & WEEDS:	20,000.00	1,000.00	1,000.00	5.00%	19,000.00
Total WATER,AIR,MOSQUITO CONTRO:	30,000.00	0	0	0.00%	30,000.00
Total OTHER HEALTH/SOCIAL SERV:	35,000.00	0	0	0.00%	35,000.00
Total MUSEUM/BAND/THEATRE:	0	240	240	0.00%	240.00-
Total PARK MAINTENANCE:	500	1,512.70	1,512.70	302.54%	1,012.70-
Total CEMETERY:	5,000.00	0	0	0.00%	5,000.00
Total HALLOWEEN:	250	0	0	0.00%	250
Total HISTORICAL SOCIETY:	5,500.00	3,955.00	3,955.00	71.91%	1,545.00
Total HISTORIC PRESERVATION:	2,000.00	0	0	0.00%	2,000.00
Total ECONOMIC DEVELOPMENT:	115,000.00	0	0	0.00%	115,000.00
Total MAIN STREET NEVADA:	25,000.00	0	0	0.00%	25,000.00
Total PLANNING & ZONING:	275,000.00	8,000.00	8,000.00	2.91%	267,000.00
Total CHRISTMAS LIGHTS:	800	0	0	0.00%	800
Total OTHER COMM & ECO DEV:	700	0	0	0.00%	700
Total CITY ADMINISTRATOR:	40,000.00	817.48	817.48	2.04%	39,182.52
Total LEGAL SERVICES/ATTORNEY:	2,000.00	0	0	0.00%	2,000.00
Total OTHER GENERAL GOVERNMENT:	20,000.00	529.58	529.58	2.65%	19,470.42
Total TRANSFERS IN/OUT:	1,091,000.00	0	0	0.00%	1,091,000.00
Total LOCAL OPTION SALES TAX:	1,838,750.00-	31,409.27-	31,409.27-	1.71%	1,807,340.73-

TAX INCREMENT FINANCING

Total ECONOMIC DEVELOPMENT:	427,229.00	0	0	0.00%	427,229.00
Total TRANSFERS IN/OUT:	486,420.00	0	0	0.00%	486,420.00
Total TAX INCREMENT FINANCING:	913,649.00-	0	0	0.00%	913,649.00-

LMI-SUBFUND

Total HOUSING & URBAN RENEWAL:	140,000.00	0	0	0.00%	140,000.00
Total TRANSFERS IN/OUT:	10,000.00	0	0	0.00%	10,000.00
Total LMI-SUBFUND:	150,000.00-	0	0	0.00%	150,000.00-

ECONOMIC DEVELOPMENT

Total ECONOMIC DEVELOPMENT:	200,000.00	0	0	0.00%	200,000.00
Total HOUSING & URBAN RENEWAL:	90,000.00	0	0	0.00%	90,000.00
Total ECONOMIC DEVELOPMENT:	290,000.00-	0	0	0.00%	290,000.00-

CEMETARY CIP/LAND

Total CEMETERY:	3,000.00	0	0	0.00%	3,000.00
Total CEMETARY CIP/LAND:	3,000.00-	0	0	0.00%	3,000.00-

LIBRARY TRUST

Total LIBRARY-DONATED:	18,000.00	0	0	0.00%	18,000.00
Total LIBRARY-STATE INFRASTRUCT:	5,000.00	0	0	0.00%	5,000.00
Total LIBRARY TRUST:	23,000.00-	0	0	0.00%	23,000.00-

SCORE-UNDESIGNATED

Total PARK MAINTENANCE:	1,000.00	0	0	0.00%	1,000.00
Total SCORE-UNDESIGNATED:	1,000.00-	0	0	0.00%	1,000.00-

NORTH STORY BASEBALL

Total BASEBALL SOFTBALL:	6,000.00	0	0	0.00%	6,000.00
Total NORTH STORY BASEBALL:	6,000.00-	0	0	0.00%	6,000.00-

SENIOR CENTER TRUST

Total SENIOR COMMUNITY CENTER:	6,200.00	0	0	0.00%	6,200.00
Total SENIOR CENTER TRUST:	6,200.00-	0	0	0.00%	6,200.00-

PARK OPEN SPACE

Total PARK MAINTENANCE:	20,000.00	2,950.00	2,950.00	14.75%	17,050.00
Total FOUR-PLEX COMPLEX:	5,500.00	0	0	0.00%	5,500.00
Total PARK OPEN SPACE:	25,500.00-	2,950.00-	2,950.00-	11.57%	22,550.00-

TRAIL MAINTENANCE

Total TRAIL SYSTEM-BIKE/WALK:	15,000.00	0	0	0.00%	15,000.00
Total TRAIL MAINTENANCE:	15,000.00-	0	0	0.00%	15,000.00-

DANIELSON TRUST

Total LIBRARY-DONATED:	29,500.00	2,060.47	2,060.47	6.98%	27,439.53
Total DANIELSON TRUST:	29,500.00-	2,060.47-	2,060.47-	6.98%	27,439.53-

4TH OF JULY TRUST

Total 4TH OF JULY:	7,500.00	0	0	0.00%	7,500.00
Total 4TH OF JULY TRUST:	7,500.00-	0	0	0.00%	7,500.00-

COMMUNITY BAND

Total MUSEUM/BAND/THEATRE:	1,500.00	790	790	52.67%	710
Total COMMUNITY BAND:	1,500.00-	790.00-	790.00-	52.67%	710.00-

PUBLIC ART FUND

Total COMMUNITY BEAUTIFICATION:	5,000.00	0	0	0.00%	5,000.00
Total PUBLIC ART FUND:	5,000.00-	0	0	0.00%	5,000.00-

DEBT SERVICE

Total CITYHALL/LIBRARY DEBT:	97,493.00	0	0	0.00%	97,493.00
Total CBD PROJECT 8.9M:	948,550.00	0	0	0.00%	948,550.00
Total 2013 GO BOND:	144,300.00	0	0	0.00%	144,300.00
Total FIELD HOUSE:	793,200.00	0	0	0.00%	793,200.00
Total DEBT SERVICE:	1,983,543.00-	0	0	0.00%	1,983,543.00-

LIBRARY ADDITION

Total TRANSFERS IN/OUT:	97,493.00	0	0	0.00%	97,493.00
Total LIBRARY ADDITION:	97,493.00-	0	0	0.00%	97,493.00-

SC/FIELDHOUSE

Total FIELDHOUSE:	100,000.00	0	0	0.00%	100,000.00
Total TRANSFERS IN/OUT:	793,200.00	0	0	0.00%	793,200.00
Total SC/FIELDHOUSE:	893,200.00-	0	0	0.00%	893,200.00-

RAILROAD CROSSING IMP

Total RAILROAD CROSSINGS:	60,000.00	0	0	0.00%	60,000.00
Total RAILROAD CROSSING IMP:	60,000.00-	0	0	0.00%	60,000.00-

SPLASHPAD PROJECT

Total SPLASHPAD:	1,600,000.00	5,040.00	5,040.00	0.32%	1,594,960.00
Total SPLASHPAD PROJECT:	1,600,000.00-	5,040.00-	5,040.00-	0.32%	1,594,960.00-

SIDEWALK IMPROVEMENTS

Total SIDEWALKS:	25,000.00	0	0	0.00%	25,000.00
Total SIDEWALK IMPROVEMENTS:	25,000.00-	0	0	0.00%	25,000.00-

2024 CIP STS IMPROV PRO

Total ROADS, BRIDGES, SIDEWALKS:	120,000.00	1,732.50	1,732.50	1.44%	118,267.50
Total 2024 CIP STS IMPROV PRO:	120,000.00-	1,732.50-	1,732.50-	1.44%	118,267.50-

2013 DDCE PROJECTS

Total ROADS, BRIDGES, SIDEWALKS:	1,100,000.00	0	0	0.00%	1,100,000.00
Total 2013 DDCE PROJECTS:	1,100,000.00-	0	0	0.00%	1,100,000.00-

2024 BRIDGE REPAIRS

Total ROADS, BRIDGES, SIDEWALKS:	1,800,000.00	0	0	0.00%	1,800,000.00
Total 2024 BRIDGE REPAIRS:	1,800,000.00-	0	0	0.00%	1,800,000.00-

2024HMA OVERLAY F&G

Total ROADS, BRIDGES, SIDEWALKS:	0	12,000.00	12,000.00	0.00%	12,000.00-
Total 2024HMA OVERLAY F&G:	0	12,000.00-	12,000.00-	0.00%	12,000.00

DOG PARK

Total PARKS:	100,000.00	0	0	0.00%	100,000.00
Total DOG PARK:	100,000.00-	0	0	0.00%	100,000.00-

TRAIL CIP RESERVE PROJ

Total TRAIL SYSTEM-BIKE/WALK:	275,000.00	5,152.02	5,152.02	1.87%	269,847.98
Total TRAIL CIP RESERVE PROJ:	275,000.00-	5,152.02-	5,152.02-	1.87%	269,847.98-

ARP FUNDS

Total ROADS, BRIDGES, SIDEWALKS:	500,000.00	0	0	0.00%	500,000.00
Total WASTSEWATER COLLECTION:	0	500,000.00	500,000.00	0.00%	500,000.00-
Total ARP FUNDS:	500,000.00-	500,000.00-	500,000.00-	100.00%	0

CDBG DT FAÇADE PROJ

Total ECONOMIC DEVELOPMENT:	500,000.00	33,923.25	33,923.25	6.78%	466,076.75
Total HOUSING & URBAN RENEWAL:	90,000.00	0	0	0.00%	90,000.00
Total CDBG DT FAÇADE PROJ:	590,000.00-	33,923.25-	33,923.25-	5.75%	556,076.75-

WATER

Total WATER-PLANT/PUMPS:	949,571.00	131,875.27	131,875.27	13.89%	817,695.73
Total WATER-LINES-INST & O&M:	90,378.00	4,862.53	4,862.53	5.38%	85,515.47

Total WATER ACCOUNTING:	459,331.00	33,034.28	33,034.28	7.19%	426,296.72
Total TRANSFERS IN/OUT:	858,050.00	0	0	0.00%	858,050.00
Total WATER:	2,357,330.00-	169,772.08-	169,772.08-	7.20%	2,187,557.92-
WATER DEPOSITS					
Total WATER ACCOUNTING:	25,000.00	0	0	0.00%	25,000.00
Total WATER DEPOSITS:	25,000.00-	0	0	0.00%	25,000.00-
WATER 2012C/2020B BOND					
Total WTR 2012C BOND:	458,050.00	0	0	0.00%	458,050.00
Total WATER 2012C/2020B BOND:	458,050.00-	0	0	0.00%	458,050.00-
WATER CAPITAL REVOLVING					
Total WATER:	58,000.00	0	0	0.00%	58,000.00
Total WATER-PLANT/PUMPS:	230,000.00	31,622.00	31,622.00	13.75%	198,378.00
Total WATER CAPITAL REVOLVING:	288,000.00-	31,622.00-	31,622.00-	10.98%	256,378.00-
JORDAN WELL					
Total WATER-PLANT/PUMPS:	121,500.00	0	0	0.00%	121,500.00
Total JORDAN WELL:	121,500.00-	0	0	0.00%	121,500.00-
SEWER					
Total WASTEWATER PLANT:	1,631,932.00	140,647.30	140,647.30	8.62%	1,491,284.70
Total WASTSEWATER COLLECTION:	71,434.00	5,950.76	5,950.76	8.33%	65,483.24
Total WASTEWATER ACCOUNTING:	339,040.00	25,221.16	25,221.16	7.44%	313,818.84
Total TRANSFERS IN/OUT:	175,000.00	0	0	0.00%	175,000.00
Total SEWER:	2,217,406.00-	171,819.22-	171,819.22-	7.75%	2,045,586.78-
SEWER SRF REVOLVING					
Total WWT DEBT:	2,984,467.00	0	0	0.00%	2,984,467.00
Total SEWER SRF REVOLVING:	2,984,467.00-	0	0	0.00%	2,984,467.00-
SEWER CONSTRUCTION					
Total TRANSFERS IN/OUT:	2,984,467.00	0	0	0.00%	2,984,467.00
Total SEWER CONSTRUCTION:	2,984,467.00-	0	0	0.00%	2,984,467.00-
SEWER CAP IMP PROJECT					
Total WASTSEWATER COLLECTION:	276,000.00	209,258.65	209,258.65	75.82%	66,741.35
Total SEWER CAP IMP PROJECT:	276,000.00-	209,258.65-	209,258.65-	75.82%	66,741.35-
SEWER EQUIP REVOLVING					
Total WASTEWATER PLANT:	36,000.00	2,000.00	2,000.00	5.56%	34,000.00
Total SEWER EQUIP REVOLVING:	36,000.00-	2,000.00-	2,000.00-	5.56%	34,000.00-
SRF SPONSORED PROJECT					
Total WASTSEWATER COLLECTION:	720,000.00	369,872.47	369,872.47	51.37%	350,127.53
Total SRF SPONSORED PROJECT:	720,000.00-	369,872.47-	369,872.47-	51.37%	350,127.53-
LANDFILL/GARBAGE					
Total LANDFILL/GARBAGE:	80,800.00	36,412.50	36,412.50	45.06%	44,387.50
Total LANDFILL/GARBAGE:	80,800.00-	36,412.50-	36,412.50-	45.06%	44,387.50-
STORM WATER					
Total STORM WATER:	80,900.00	4,118.69	4,118.69	5.09%	76,781.31
Total STORM WATER:	80,900.00-	4,118.69-	4,118.69-	5.09%	76,781.31-
REVOLVING FUND					
Total POLICE:	101,000.00	2,802.34	2,802.34	2.77%	98,197.66
Total FIRE:	345,500.00	1,186.50	1,186.50	0.34%	344,313.50
Total LIBRARY:	21,000.00	0	0	0.00%	21,000.00
Total PARK MAINTENANCE:	103,500.00	0	0	0.00%	103,500.00
Total POOL:	8,500.00	0	0	0.00%	8,500.00
Total CEMETERY:	35,000.00	0	0	0.00%	35,000.00
Total FIELD HOUSE:	11,500.00	1,988.48	1,988.48	17.29%	9,511.52
Total FIELDHOUSE:	0	0	0	0.00%	0
Total PLANNING & ZONING:	8,000.00	0	0	0.00%	8,000.00
Total CLERK/TREASURER/ADM:	158,000.00	3,963.21	3,963.21	2.51%	154,036.79
Total REVOLVING FUND:	792,000.00-	9,940.53-	9,940.53-	1.26%	782,059.47-
FLEXT BENEFIT REVOLVING					
Total OTHER GENERAL GOVERNMENT:	0	3,012.09	3,012.09	0.00%	3,012.09-
Total FLEXT BENEFIT REVOLVING:	0	3,012.09-	3,012.09-	0.00%	3,012.09
HEALTH INS, SELF FUND					
Total OTHER GENERAL GOVERNMENT:	0	36,253.37	36,253.37	0.00%	36,253.37-
Total HEALTH INS, SELF FUND:	0	36,253.37-	36,253.37-	0.00%	36,253.37
Grand Totals:	33,749,494.00-	2,412,750.77-	2,412,750.77-	7.15%	31,336,743.23-

CITY OF NEVADA BUDGET YEAR FY2025/2026

REVENUE REPORT, JULY 2025

FY2025/2026

	BUDGET	MTD BALANCE	YTD BALANCE	% EXPENDED	UNCOLLECTED
Total GENERAL:	5,243,281.00	122,584.03	122,584.03	2.34%	5,120,696.97
Total HOTEL MOTEL:	6,100.00	725.09	725.09	11.89%	5,374.91
Total ROAD USE TAX:	1,271,811.00	81,700.67	81,700.67	6.42%	1,190,110.33
Total EMPLOYEE BENEFITS:	1,065,030.00	2,260.77	2,260.77	0.21%	1,062,769.23
Total RUT CAPITAL:	360,000.00	1,579.18	1,579.18	0.44%	358,420.82
Total LOCAL OPTION SALES TAX:	1,227,000.00	132,118.21	132,118.21	10.77%	1,094,881.79
Total TAX INCREMENT FINANCING:	1,265,499.00	9,260.62	9,260.62	0.73%	1,256,238.38
Total LMI-SUBFUND:	70,620.00	0	0	0.00%	70,620.00
Total ECONOMIC DEVELOPMENT:	380,000.00	0	0	0.00%	380,000.00
Total RESTRICTED GIFTS:	25	8.59	8.59	34.36%	16.41
Total CEMETARY CIP/LAND:	200	0	0	0.00%	200
Total LIBRARY TRUST:	7,100.00	2,000.00	2,000.00	28.17%	5,100.00
Total FIRE TRUST:	120	0	0	0.00%	120
Total SCORE-UNDESIGNATED:	50	0	0	0.00%	50
Total SCORE O&M:	5	0	0	0.00%	5
Total SENIOR CENTER TRUST:	600	125	125	20.83%	475
Total GATES HALL PIANO:	100	0	0	0.00%	100
Total ASSET FORFEITURE:	100	0	0	0.00%	100
Total PARK OPEN SPACE:	34,500.00	0	0	0.00%	34,500.00
Total COLUMBARIAN MAINTENANCE:	520	0	0	0.00%	520
Total TRAIL MAINTENANCE:	21,000.00	0	0	0.00%	21,000.00
Total DANIELSON TRUST:	2,000.00	0	0	0.00%	2,000.00
Total TREES FOREVER:	75	0	0	0.00%	75
Total 4TH OF JULY TRUST:	3,575.00	0	0	0.00%	3,575.00
Total COMMUNITY BAND:	1,500.00	200	200	13.33%	1,300.00
Total PUBLIC ART FUND:	7,000.00	0	0	0.00%	7,000.00
Total DEBT SERVICE:	2,003,504.00	1,618.19	1,618.19	0.08%	2,001,885.81
Total LIBRARY ADDITION:	97,988.00	0	0	0.00%	97,988.00
Total SC/FIELDHOUSE:	1,002,000.00	0	0	0.00%	1,002,000.00
Total SPLASHPAD PROJECT:	1,602,000.00	0	0	0.00%	1,602,000.00
Total 2013 DDCE PROJECTS:	1,100,000.00	0	0	0.00%	1,100,000.00
Total 2024 BRIDGE REPAIRS:	1,800,000.00	0	0	0.00%	1,800,000.00
Total DOG PARK:	100,000.00	0	0	0.00%	100,000.00
Total TRAIL CIP RESERVE PROJ:	314,538.00	413.19	413.19	0.13%	314,124.81
Total ARP FUNDS:	10,000.00	0	0	0.00%	10,000.00
Total CDBG DT FAÇADE PROJ:	540,000.00	0	0	0.00%	540,000.00
Total PERPTUAL CARE:	5,000.00	0	0	0.00%	5,000.00
Total WATER:	2,999,093.00	287,703.10	287,703.10	9.59%	2,711,389.90
Total WATER DEPOSITS:	25,000.00	42.68	42.68	0.17%	24,957.32
Total WATER PLANT UPGRADE RSR:	230,000.00	5,521.67	5,521.67	2.40%	224,478.33
Total WATER 2012C/2020B BOND:	458,050.00	0	0	0.00%	458,050.00
Total WATER CAPITAL REVOLVING:	203,000.00	876.71	876.71	0.43%	202,123.29
Total SEWER:	2,652,300.00	333,807.56	333,807.56	12.59%	2,318,492.44
Total SEWER SRF REVOLVING:	2,994,467.00	1,245.96	1,245.96	0.04%	2,993,221.04
Total SEWER CONSTRUCTION:	3,120,000.00	33,763.88	33,763.88	1.08%	3,086,236.12
Total SEWER EQUIP REVOLVING:	79,000.00	1,135.48	1,135.48	1.44%	77,864.52
Total SRF SPONSORED PROJECT:	1,500,000.00	0	0	0.00%	1,500,000.00
Total LANDFILL/GARBAGE:	82,800.00	6,127.53	6,127.53	7.40%	76,672.47
Total STORM WATER:	180,900.00	17,537.56	17,537.56	9.69%	163,362.44
Total REVOLVING FUND:	555,000.00	8,997.83	8,997.83	1.62%	546,002.17
Total HEALTH INS, SELF FUND:	0	225.45	225.45	0.00%	225.45-
Total OTHER INTERNAL SERV FUN:	0	914.38	914.38	0.00%	914.38-
Grand Totals:	34,622,451.00	1,052,407.97	1,052,407.97	3.04%	33,570,043.03

Report Criteria:

Includes only accounts with balances or activity

Includes grand totals

[Report].SOURCE = none

[Report].ACCOUNT = none

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
GENERAL						
	Total POLICE:	1,346,446.00	90,390.33	206,542.68	15.34%	1,139,903.32
	Total POLICE-OFFICE:	160,203.00	11,658.67	23,519.26	14.68%	136,683.74
	Total EMERGENCY MANAGEMENT:	2,100.00	162.76	223.01	10.62%	1,876.99
	Total FIRE:	273,300.00	21,891.45	99,004.77	36.23%	174,295.23
	Total AMBULANCE:	17,153.00	24.74	6,372.21	37.15%	10,780.79
	Total BUILDING INSPECTIONS:	64,487.00	4,511.65	8,875.18	13.76%	55,611.82
	Total ANIMAL CONTROL:	4,500.00	.00	238.00	5.29%	4,262.00
	Total ANIMAL CONTROL-OWNER:	1,500.00	.00	.00	0.00%	1,500.00
	Total ROADS, BRIDGES, SIDEWALKS:	500.00	.00	.00	0.00%	500.00
	Total LIBRARY:	584,711.00	52,693.12	109,454.45	18.72%	475,256.55
	Total PARKS:	173,966.00	4,536.12	84,546.43	48.60%	89,419.57
	Total PARK MAINTENANCE:	312,981.00	31,336.06	61,536.91	19.66%	251,444.09
	Total PARKS-AHTLETIC FIELDS:	20,000.00	772.86	772.86	3.86%	19,227.14
	Total FOUR-PLEX COMPLEX:	35,081.00	6,361.66	9,854.45	28.09%	25,226.55
	Total POOL:	275,624.00	53,233.89	119,740.14	43.44%	155,883.86
	Total RECREATION:	81,577.00	7,154.80	18,608.58	22.81%	62,968.42
	Total ADULT SOFTBALL:	4,793.00	.00	.00	0.00%	4,793.00

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
	Total COMMUNITY HEALTH/WEILLNESS:	3,619.00	.00	.00	0.00%	3,619.00
	Total SENIOR ACTIVITY:	6,000.00	.00	.00	0.00%	6,000.00
	Total CEMETERY:	144,117.00	11,917.32	28,189.90	19.56%	115,927.10
	Total FIELD HOUSE:	276,010.00	20,513.98	65,582.51	23.76%	210,427.49
	Total SENIOR COMMUNITY CENTER:	9,236.00	1,068.13	3,239.08	35.07%	5,996.94
	Total BASEBALL SOFTBALL:	19,441.00	77.50	1,009.92	5.19%	18,431.08
	Total YOUTH BASKETBALL:	14,765.00	.00	.00	0.00%	14,765.00
	Total VOLLEYBALL:	5,221.00	1,306.22	1,306.22	25.02%	3,914.78
	Total FLAG FOOTBALL:	5,211.00	485.00	485.00	9.31%	4,726.00
	Total CIRC:	6,000.00	.00	.00	0.00%	6,000.00
	Total ECONOMIC DEVELOPMENT:	7,500.00	.00	.00	0.00%	7,500.00
	Total PLANNING & ZONING:	157,570.00	6,665.77	11,837.08	7.51%	145,732.92
	Total MAYOR/COUNCIL/CITY MGR:	11,409.00	545.02	2,913.50	25.54%	8,495.50
	Total COUNCIL:	12,095.00	.00	4.00	0.03%	12,091.00
	Total CITY ADMINISTRATOR:	16,700.00	1,013.14	1,105.97	6.62%	15,594.03
	Total CLERK/TREASURER/ADM:	442,722.00	26,429.64	53,661.32	12.12%	389,060.68
	Total ELECTIONS:	6,000.00	.00	.00	0.00%	6,000.00

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
	Total LEGAL SERVICES/ATTORNEY:	176,000.00	10,292.50	29,048.75	16.50%	146,951.25
	Total CITY HALL/GENERAL BLDGS:	132,148.00	21,524.55	22,881.85	17.32%	109,266.15
	Total TORT LIABILITY:	79,160.00	570.63	66,034.63	83.42%	13,125.37
	Total TRANSFERS IN/OUT:	200,000.00	.00	.00	0.00%	200,000.00
	Total GENERAL:	5,089,846.00-	387,137.51-	1,036,588.64-	20.37%	4,053,257.36-
HOTEL MOTEL						
	Total 4TH OF JULY:	2,500.00	.00	.00	0.00%	2,500.00
	Total LINCOLN HWY DAYS:	2,500.00	.00	.00	0.00%	2,500.00
	Total HOTEL MOTEL:	5,000.00-	.00	.00	0.00%	5,000.00-
ROAD USE TAX						
	Total FLOOD CONTROL:	27,400.00	4,095.03	7,038.12	25.69%	20,361.88
	Total ROADS, BRIDGES, SIDEWALKS:	875,990.00	49,635.52	146,325.31	16.70%	729,664.69
	Total STREET LIGHTING:	77,000.00	9,085.22	13,607.29	17.67%	63,392.71
	Total PAVEMENT MARKINGS:	10,000.00	.00	5.58	0.06%	9,994.42
	Total SNOW REMOVAL:	92,482.00	.00	.00	0.00%	92,482.00
	Total TRANSFERS IN/OUT:	200,000.00	.00	.00	0.00%	200,000.00
	Total ROAD USE TAX:	1,282,872.00-	62,815.77-	166,976.30-	13.02%	1,115,895.70-
EMPLOYEE BENEFITS						
	Total TRANSFERS IN/OUT:	1,030,021.00	.00	.00	0.00%	1,030,021.00

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
	Total EMPLOYEE BENEFITS:	1,030,021.00-	.00	.00	0.00%	1,030,021.00-
RUT CAPITAL						
	Total ROADS, BRIDGES, SIDEWALKS:	460,000.00	2,299.99	22,299.99	4.85%	437,700.01
	Total RUT CAPITAL:	460,000.00-	2,299.99-	22,299.99-	4.85%	437,700.01-
LOCAL OPTION SALES TAX						
	Total POLICE:	84,000.00	.00	10,418.67	12.40%	73,581.33
	Total STREET LIGHTING:	87,000.00	9,749.22	14,685.06	16.88%	72,314.94
	Total TREES & WEEDS:	20,000.00	7,695.00	8,695.00	43.48%	11,305.00
	Total WATER,AIR,MOSQUITO CONTRO:	30,000.00	.00	.00	0.00%	30,000.00
	Total OTHER HEALTH/SOCIAL SERV:	35,000.00	35,000.00	35,000.00	100.00%	.00
	Total MUSEUM/BAND/THEATRE:	.00	.00	240.00	0.00%	240.00-
	Total PARK MAINTENANCE:	500.00	.00	1,512.70	302.54%	1,012.70-
	Total CEMETERY:	5,000.00	.00	.00	0.00%	5,000.00
	Total HALLOWEEN:	250.00	.00	.00	0.00%	250.00
	Total HISTORICAL SOCIETY:	5,500.00	.00	3,955.00	71.91%	1,545.00
	Total HISTORIC PRESERVATION:	2,000.00	.00	.00	0.00%	2,000.00
	Total ECONOMIC DEVELOPMENT:	115,000.00	.00	.00	0.00%	115,000.00
	Total MAIN STREET NEVADA:	25,000.00	.00	.00	0.00%	25,000.00
	Total PLANNING & ZONING:	275,000.00	4,610.07	12,610.07	4.59%	262,389.93

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
	Total CHRISTMAS LIGHTS:	800.00	.00	.00	0.00%	800.00
	Total OTHER COMM & ECO DEV:	700.00	.00	.00	0.00%	700.00
	Total CITY ADMINISTRATOR:	40,000.00	5,430.84	6,248.32	15.62%	33,751.68
	Total LEGAL SERVICES/ATTORNEY:	2,000.00	.00	.00	0.00%	2,000.00
	Total OTHER GENERAL GOVERNMENT:	20,000.00	1,135.28	1,664.86	8.32%	18,335.14
	Total TRANSFERS IN/OUT:	1,091,000.00	.00	.00	0.00%	1,091,000.00
	Total LOCAL OPTION SALES TAX:	1,838,750.00-	63,620.41-	95,029.68-	5.17%	1,743,720.32-
TAX INCREMENT FINANCING						
	Total ECONOMIC DEVELOPMENT:	427,229.00	.00	.00	0.00%	427,229.00
	Total TRANSFERS IN/OUT:	486,420.00	.00	.00	0.00%	486,420.00
	Total TAX INCREMENT FINANCING:	913,649.00-	.00	.00	0.00%	913,649.00-
LMI-SUBFUND						
	Total HOUSING & URBAN RENEWAL:	140,000.00	.00	.00	0.00%	140,000.00
	Total TRANSFERS IN/OUT:	10,000.00	.00	.00	0.00%	10,000.00
	Total LMI-SUBFUND:	150,000.00-	.00	.00	0.00%	150,000.00-
ECONOMIC DEVELOPMENT						
	Total ECONOMIC DEVELOPMENT:	200,000.00	.00	.00	0.00%	200,000.00
	Total HOUSING & URBAN RENEWAL:	90,000.00	.00	.00	0.00%	90,000.00
	Total ECONOMIC DEVELOPMENT:	290,000.00-	.00	.00	0.00%	290,000.00-
CEMETARY CIP/LAND						

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
	Total CEMETERY:	3,000.00	.00	.00	0.00%	3,000.00
	Total CEMETARY CIP/LAND:	3,000.00-	.00	.00	0.00%	3,000.00-
LIBRARY TRUST						
	Total LIBRARY-DONATED:	18,000.00	86.41	86.41	0.48%	17,913.59
	Total LIBRARY-STATE INFRASTRUCT:	5,000.00	.00	.00	0.00%	5,000.00
	Total LIBRARY TRUST:	23,000.00-	86.41-	86.41-	0.38%	22,913.59-
SCORE-UNDESIGNATED						
	Total PARK MAINTENANCE:	1,000.00	.00	.00	0.00%	1,000.00
	Total SCORE-UNDESIGNATED:	1,000.00-	.00	.00	0.00%	1,000.00-
NORTH STORY BASEBALL						
	Total BASEBALL SOFTBALL:	6,000.00	.00	.00	0.00%	6,000.00
	Total NORTH STORY BASEBALL:	6,000.00-	.00	.00	0.00%	6,000.00-
SENIOR CENTER TRUST						
	Total SENIOR COMMUNITY CENTER:	6,200.00	.00	.00	0.00%	6,200.00
	Total SENIOR CENTER TRUST:	6,200.00-	.00	.00	0.00%	6,200.00-
PARK OPEN SPACE						
	Total PARK MAINTENANCE:	20,000.00	1,035.80	3,985.80	19.93%	16,014.20
	Total FOUR-PLEX COMPLEX:	5,500.00	.00	.00	0.00%	5,500.00
	Total PARK OPEN SPACE:	25,500.00-	1,035.80-	3,985.80-	15.63%	21,514.20-
TRAIL MAINTENANCE						
	Total TRAIL SYSTEM-BIKE/WALK:	15,000.00	.00	.00	0.00%	15,000.00

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
	Total TRAIL MAINTENANCE:	15,000.00-	.00	.00	0.00%	15,000.00-
DANIELSON TRUST						
	Total LIBRARY-DONATED:	29,500.00	828.36	2,888.83	9.79%	26,611.17
	Total DANIELSON TRUST:	29,500.00-	828.36-	2,888.83-	9.79%	26,611.17-
4TH OF JULY TRUST						
	Total 4TH OF JULY:	7,500.00	.00	.00	0.00%	7,500.00
	Total 4TH OF JULY TRUST:	7,500.00-	.00	.00	0.00%	7,500.00-
COMMUNITY BAND						
	Total MUSEUM/BAND/THEATRE:	1,500.00	.00	790.00	52.67%	710.00
	Total COMMUNITY BAND:	1,500.00-	.00	790.00-	52.67%	710.00-
PUBLIC ART FUND						
	Total COMMUNITY BEAUTIFICATION:	5,000.00	.00	.00	0.00%	5,000.00
	Total PUBLIC ART FUND:	5,000.00-	.00	.00	0.00%	5,000.00-
DEBT SERVICE						
	Total CITYHALL/LIBRARY DEBT:	97,493.00	.00	.00	0.00%	97,493.00
	Total CBD PROJECT 8.9M:	948,550.00	.00	.00	0.00%	948,550.00
	Total 2013 GO BOND:	144,300.00	.00	.00	0.00%	144,300.00
	Total FIELD HOUSE:	793,200.00	.00	.00	0.00%	793,200.00
	Total DEBT SERVICE:	1,983,543.00-	.00	.00	0.00%	1,983,543.00-
LIBRARY ADDITION						
	Total TRANSFERS IN/OUT:	97,493.00	.00	.00	0.00%	97,493.00

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
	Total LIBRARY ADDITION:	97,493.00-	.00	.00	0.00%	97,493.00-
SC/FIELDHOUSE						
	Total FIELDHOUSE:	100,000.00	.00	.00	0.00%	100,000.00
	Total TRANSFERS IN/OUT:	793,200.00	.00	.00	0.00%	793,200.00
	Total SC/FIELDHOUSE:	893,200.00-	.00	.00	0.00%	893,200.00-
RAILROAD CROSSING IMP						
	Total RAILROAD CROSSINGS:	60,000.00	.00	.00	0.00%	60,000.00
	Total RAILROAD CROSSING IMP:	60,000.00-	.00	.00	0.00%	60,000.00-
SPLASHPAD PROJECT						
	Total SPLASHPAD:	1,600,000.00	.00	5,040.00	0.32%	1,594,960.00
	Total SPLASHPAD PROJECT:	1,600,000.00-	.00	5,040.00-	0.32%	1,594,960.00-
SIDEWALK IMPROVEMENTS						
	Total SIDEWALKS:	25,000.00	.00	.00	0.00%	25,000.00
	Total SIDEWALK IMPROVEMENTS:	25,000.00-	.00	.00	0.00%	25,000.00-
2024 CIP STS IMPROV PRO						
	Total ROADS, BRIDGES, SIDEWALKS:	120,000.00	.00	1,732.50	1.44%	118,267.50
	Total 2024 CIP STS IMPROV PRO:	120,000.00-	.00	1,732.50-	1.44%	118,267.50-
2013 DDCE PROJECTS						
	Total ROADS, BRIDGES, SIDEWALKS:	1,100,000.00	.00	.00	0.00%	1,100,000.00
	Total 2013 DDCE PROJECTS:	1,100,000.00-	.00	.00	0.00%	1,100,000.00-
2024 BRIDGE REPAIRS						
	Total ROADS, BRIDGES, SIDEWALKS:	1,800,000.00	.00	.00	0.00%	1,800,000.00

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
	Total 2024 BRIDGE REPAIRS:	1,800,000.00-	.00	.00	0.00%	1,800,000.00-
2024HMA OVERLAY F&G						
	Total ROADS, BRIDGES, SIDEWALKS:	.00	.00	12,000.00	0.00%	12,000.00-
	Total 2024HMA OVERLAY F&G:	.00	.00	12,000.00-	0.00%	12,000.00
DOG PARK						
	Total PARKS:	100,000.00	.00	.00	0.00%	100,000.00
	Total DOG PARK:	100,000.00-	.00	.00	0.00%	100,000.00-
TRAIL CIP RESERVE PROJ						
	Total TRAIL SYSTEM-BIKE/WALK:	275,000.00	.00	5,152.02	1.87%	269,847.98
	Total TRAIL CIP RESERVE PROJ:	275,000.00-	.00	5,152.02-	1.87%	269,847.98-
ARP FUNDS						
	Total ROADS, BRIDGES, SIDEWALKS:	500,000.00	.00	.00	0.00%	500,000.00
	Total WASTSEWATER COLLECTION:	.00	.00	500,000.00	0.00%	500,000.00-
	Total ARP FUNDS:	500,000.00-	.00	500,000.00-	100.00%	.00
CDBG DT FAÇADE PROJ						
	Total ECONOMIC DEVELOPMENT:	500,000.00	.00	33,923.25	6.78%	466,076.75
	Total HOUSING & URBAN RENEWAL:	90,000.00	.00	.00	0.00%	90,000.00
	Total CDBG DT FAÇADE PROJ:	590,000.00-	.00	33,923.25-	5.75%	556,076.75-
WATER						
	Total WATER-PLANT/PUMPS:	949,571.00	65,086.05	196,861.32	20.74%	752,609.68
	Total WATER-LINES-INST & O&M:	90,378.00	4,569.11	9,431.64	10.44%	80,946.36

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
	Total WATER ACCOUNTING:	459,331.00	29,341.01	62,375.29	13.56%	396,955.71
	Total TRANSFERS IN/OUT:	858,050.00	.00	.00	0.00%	858,050.00
	Total WATER:	2,357,330.00-	98,996.17-	268,768.25-	11.40%	2,088,561.75-
WATER DEPOSITS						
	Total WATER ACCOUNTING:	25,000.00	.00	.00	0.00%	25,000.00
	Total WATER DEPOSITS:	25,000.00-	.00	.00	0.00%	25,000.00-
WATER 2012C/2020B BOND						
	Total WTR 2012C BOND:	458,050.00	.00	.00	0.00%	458,050.00
	Total WATER 2012C/2020B BOND:	458,050.00-	.00	.00	0.00%	458,050.00-
WATER CAPITAL REVOLVING						
	Total WATER:	58,000.00	.00	.00	0.00%	58,000.00
	Total WATER-PLANT/PUMPS:	230,000.00	25,000.00	56,622.00	24.62%	173,378.00
	Total WATER CAPITAL REVOLVING:	288,000.00-	25,000.00-	56,622.00-	19.66%	231,378.00-
JORDAN WELL						
	Total WATER-PLANT/PUMPS:	121,500.00	.00	.00	0.00%	121,500.00
	Total JORDAN WELL:	121,500.00-	.00	.00	0.00%	121,500.00-
SEWER						
	Total WASTEWATER PLANT:	1,631,932.00	91,675.37	232,322.67	14.24%	1,399,609.33
	Total WASTSEWATER COLLECTION:	71,434.00	4,981.30	10,932.06	15.30%	60,501.94
	Total WASTEWATER ACCOUNTING:	339,040.00	21,265.25	46,486.41	13.71%	292,553.59
	Total TRANSFERS IN/OUT:	175,000.00	.00	.00	0.00%	175,000.00

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
	Total SEWER:	2,217,406.00-	117,921.92-	289,741.14-	13.07%	1,927,664.86-
SEWER SRF REVOLVING						
	Total WWT DEBT:	2,984,467.00	.00	.00	0.00%	2,984,467.00
	Total SEWER SRF REVOLVING:	2,984,467.00-	.00	.00	0.00%	2,984,467.00-
SEWER CONSTRUCTION						
	Total TRANSFERS IN/OUT:	2,984,467.00	.00	.00	0.00%	2,984,467.00
	Total SEWER CONSTRUCTION:	2,984,467.00-	.00	.00	0.00%	2,984,467.00-
SEWER CAP IMP PROJECT						
	Total WASTSEWATER COLLECTION:	276,000.00	120,376.45	329,635.10	119.43%	53,635.10-
	Total SEWER CAP IMP PROJECT:	276,000.00-	120,376.45-	329,635.10-	119.43%	53,635.10
SEWER EQUIP REVOLVING						
	Total WASTEWATER PLANT:	36,000.00	25,000.00	27,000.00	75.00%	9,000.00
	Total SEWER EQUIP REVOLVING:	36,000.00-	25,000.00-	27,000.00-	75.00%	9,000.00-
SRF SPONSORED PROJECT						
	Total WASTSEWATER COLLECTION:	720,000.00	3,925.45	373,797.92	51.92%	346,202.08
	Total SRF SPONSORED PROJECT:	720,000.00-	3,925.45-	373,797.92-	51.92%	346,202.08-
LANDFILL/GARBAGE						
	Total LANDFILL/GARBAGE:	80,800.00	55.99	36,468.49	45.13%	44,331.51
	Total LANDFILL/GARBAGE:	80,800.00-	55.99-	36,468.49-	45.13%	44,331.51-
STORM WATER						
	Total STORM WATER:	80,900.00	3,325.14	7,443.83	9.20%	73,456.17
	Total STORM WATER:	80,900.00-	3,325.14-	7,443.83-	9.20%	73,456.17-
REVOLVING FUND						

FUND	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
Total POLICE:		101,000.00	.00	2,802.34	2.77%	98,197.66
Total FIRE:		345,500.00	9,980.00	11,166.50	3.23%	334,333.50
Total LIBRARY:		21,000.00	5,000.00	5,000.00	23.81%	16,000.00
Total PARK MAINTENANCE:		103,500.00	28,840.00	28,840.00	27.86%	74,660.00
Total POOL:		8,500.00	.00	.00	0.00%	8,500.00
Total CEMETERY:		35,000.00	4,000.00	4,000.00	11.43%	31,000.00
Total FIELD HOUSE:		11,500.00	.00	1,988.48	17.29%	9,511.52
Total FIELDHOUSE:		.00	.00	.00	0.00%	.00
Total PLANNING & ZONING:		8,000.00	.00	.00	0.00%	8,000.00
Total CLERK/TREASURER/ADM:		158,000.00	11,752.50	15,715.71	9.95%	142,284.29
Total REVOLVING FUND:		792,000.00-	59,572.50-	69,513.03-	8.78%	722,486.97-
FLEXT BENEFIT REVOLVING						
Total OTHER GENERAL GOVERNMENT:		.00	2,839.80	5,851.89	0.00%	5,851.89-
Total FLEXT BENEFIT REVOLVING:		.00	2,839.80-	5,851.89-	0.00%	5,851.89
HEALTH INS, SELF FUND						
Total OTHER GENERAL GOVERNMENT:		.00	40,724.81	76,978.18	0.00%	76,978.18-
Total HEALTH INS, SELF FUND:		.00	40,724.81-	76,978.18-	0.00%	76,978.18
Grand Totals:		33,749,494.00-	1,015,562.48-	3,428,313.25-	10.16%	30,321,180.75-

GENERAL

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
GENERAL					
Total 001:		4,024,926.40	557,412.32	800,460.12-	3,781,878.60
HOTEL MOTEL					
Total 002:		14,026.35	877.78	.00	14,904.13
ROAD USE TAX					
Total 110:		1,684,122.76	83,769.45	63,047.75-	1,704,844.46
EMPLOYEE BENEFITS					
Total 112:		116,201.48	12,028.77	.00	128,230.25
RUT CAPITAL					
Total 113:		601,092.96	1,526.33	2,289.99-	600,319.30
LOCAL OPTION SALES TAX					
Total 121:		1,212,111.40	96,559.17	58,415.05-	1,250,255.52
TAX INCREMENT FINANCING					
Total 125:		972,288.21	24,298.65	.00	996,586.86
LMI-SUBFUND					
Total 126:		425,079.65	.00	.00	425,079.65
ECONOMIC DEVELOPMENT					
Total 160:		80,000.00-	.00	.00	80,000.00-
RESTRICTED GIFTS					
Total 167:		3,269.77	16.68	8.34-	3,278.11
CEMETARY CIP/LAND					
Total 168:		29,506.04	.00	.00	29,506.04
LIBRARY TRUST					
Total 169:		13,162.28	2,157.72	2,165.27-	13,154.73
FIRE TRUST					
Total 171:		19,297.37	.00	.00	19,297.37
SCORE-UNDESIGNATED					
Total 172:		6,290.97	.00	.00	6,290.97
SCORE O&M					
Total 173:		292.28	.00	.00	292.28
NORTH STORY BASEBALL					
Total 174:		5,941.69	.00	.00	5,941.69
SENIOR CENTER TRUST					
Total 175:		18,326.49	.00	.00	18,326.49
GATES HALL PIANO					
Total 176:		21,017.51	.00	.00	21,017.51
ASSET FORFEITURE					
Total 177:		13,475.82	.00	.00	13,475.82
PARK OPEN SPACE					
Total 179:		134,995.44	7,936.82	7,000.90-	135,931.36
COLUMBARIAN MAINTENANCE					
Total 180:		6,156.89	.00	.00	6,156.89
TRAIL MAINTENANCE					
Total 181:		72,230.69	.00	.00	72,230.69
DANIELSON TRUST					
Total 182:		309,561.45	.00	828.36-	308,733.09
LIB BLDG TRUST					
Total 183:		218.65	.00	.00	218.65
TREES FOREVER					
Total 184:		5,044.29	.00	.00	5,044.29
COMMUNITY BAND					
Total 186:		1,916.63	.00	.00	1,916.63
PUBLIC ART FUND					
Total 187:		2,733.02	.00	.00	2,733.02
DEBT SERVICE					
Total 200:		449,511.05	8,513.04	.00	458,024.09

CH CAMPUS PROJ

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
CH CAMPUS PROJ					
Total 301:		648.98	.00	.00	648.98
LIBRARY ADDITION					
Total 302:		9,419.63	2,090.48	.00	11,510.11
SC/FIELDHOUSE					
Total 304:		941,594.38	.00	.00	941,594.38
RAILROAD CROSSING IMP					
Total 305:		182.58	.00	.00	182.58
SPLASHPAD PROJECT					
Total 306:		775,733.90	.00	.00	775,733.90
SIDEWALK IMPROVEMENTS					
Total 307:		148,765.32	.00	.00	148,765.32
2024 CIP STS IMPROV PRO					
Total 309:		28,666.83	.00	.00	28,666.83
2024 BRIDGE REPAIRS					
Total 314:		5,330.00	.00	.00	5,330.00
2024HMA OVERLAY F&G					
Total 318:		12,000.00-	.00	.00	12,000.00-
DOG PARK					
Total 319:		17,199.34	.00	.00	17,199.34
TRAIL CIP RESERVE PROJ					
Total 321:		173,753.07	.00	.00	173,753.07
ARP FUNDS					
Total 322:		600,840.02	.00	.00	600,840.02
CDBG DT FAÇADE PROJ					
Total 327:		50,206.41-	.00	.00	50,206.41-
PERPTUAL CARE					
Total 500:		178,814.08	1,800.00	1,200.00-	179,414.08
HATTERY TRUST					
Total 501:		5,000.00	.00	.00	5,000.00
WATER					
Total 600:		4,969,164.75	328,539.10	105,998.97-	5,191,704.88
WATER DEPOSITS					
Total 601:		89,514.87	9,368.72	10,327.50-	88,556.09
WATER PLANT UPGRADE RSR					
Total 602:		2,101,749.07	5,357.38	.00	2,107,106.45
WATER 2012C/2020B BOND					
Total 605:		200,016.73	.00	.00	200,016.73
WATER CAPITAL REVOLVING					
Total 607:		333,706.23	786.90	25,000.00-	309,493.13
JORDAN WELL					
Total 608:		7,343.75-	.00	.00	7,343.75-
WTR CAPITAL PROJECTS					
Total 609:		42,248.30-	.00	.00	42,248.30-
SEWER					
Total 610:		4,931,836.12	354,616.46	138,039.18-	5,148,413.40
SEWER SRF REVOLVING					
Total 611:		3,458,764.58	8,816.43	.00	3,467,581.01
SEWER CONSTRUCTION					
Total 615:		1,335,842.16	26,180.36	6.96-	1,362,015.56
SEWER CAP IMP PROJECT					
Total 616:		1,691,617.75-	.00	120,376.45-	1,811,994.20-
SEWER EQUIP REVOLVING					
Total 617:		432,207.00	1,037.97	25,000.00-	408,244.97
SRF SPONSORED PROJECT					
Total 618:		1,485,070.79-	.00	3,925.45-	1,488,996.24-

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
LANDFILL/GARBAGE					
Total 870:		25,781.58-	6,088.60	57.38-	19,770.38-
STORM WATER					
Total 740:		963,747.82	17,826.25	3,329.71-	978,044.36
REVOLVING FUND					
Total 810:		1,537,026.38	90,598.58	134,658.04-	1,492,966.92
FLEXT BENEFIT REVOLVING					
Total 812:		35,165.72	.00	2,839.80-	32,325.92
HEALTH INS, SELF FUND					
Total 813:		85,814.57	114.93	40,724.81-	45,204.69
OTHER INTERNAL SERV FUN					
Total 830:		348,046.75	887.17	.00	348,933.92
Grand Totals:		30,477,079.84	1,648,986.06	1,545,710.03-	30,580,355.87

Period 08/25 (08/31/2025)

Oct 09, 2025 7:29PM

Report Criteria:

Includes only accounts with balances or activity

Includes grand totals

[Report].ACCOUNT = none

[Report].OBJECT CODE = none

Account Number	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
Total GENERAL:		5,243,281.00	99,559.57	222,143.60	4.24%	5,021,137.40
Total HOTEL MOTEL:		6,100.00	877.78	1,602.87	26.28%	4,497.13
Total ROAD USE TAX:		1,271,811.00	83,608.91	165,309.58	13.00%	1,106,501.42
Total EMPLOYEE BENEFITS:		1,065,030.00	12,028.77	14,289.54	1.34%	1,050,740.46
Total RUT CAPITAL:		360,000.00	1,526.33	3,105.51	0.86%	356,894.49
Total LOCAL OPTION SALES TAX:		1,227,000.00	96,559.17	228,677.38	18.64%	998,322.62
Total TAX INCREMENT FINANCING:		1,265,499.00	24,298.65	33,559.27	2.65%	1,231,939.73
Total LMI-SUBFUND:		70,620.00	.00	.00	0.00%	70,620.00
Total ECONOMIC DEVELOPMENT:		380,000.00	.00	.00	0.00%	380,000.00
Total RESTRICTED GIFTS:		25.00	8.34	16.93	67.72%	8.07
Total CEMETARY CIP/LAND:		200.00	.00	.00	0.00%	200.00
Total LIBRARY TRUST:		7,100.00	78.86	2,078.86	29.28%	5,021.14
Total FIRE TRUST:		120.00	.00	.00	0.00%	120.00
Total SCORE-UNDESIGNATED:		50.00	.00	.00	0.00%	50.00
Total SCORE O&M:		5.00	.00	.00	0.00%	5.00
Total SENIOR CENTER TRUST:		600.00	.00	125.00	20.83%	475.00
Total GATES HALL PIANO:		100.00	.00	.00	0.00%	100.00

Account Number	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
Total ASSET FORFEITURE:		100.00	.00	.00	0.00%	100.00
Total PARK OPEN SPACE:		34,500.00	1,971.72	1,971.72	5.72%	32,528.28
Total COLUMBARIAN MAINTENANCE:		520.00	.00	.00	0.00%	520.00
Total TRAIL MAINTENANCE:		21,000.00	.00	.00	0.00%	21,000.00
Total DANIELSON TRUST:		2,000.00	.00	.00	0.00%	2,000.00
Total TREES FOREVER:		75.00	.00	.00	0.00%	75.00
Total 4TH OF JULY TRUST:		3,575.00	.00	.00	0.00%	3,575.00
Total COMMUNITY BAND:		1,500.00	.00	200.00	13.33%	1,300.00
Total PUBLIC ART FUND:		7,000.00	.00	.00	0.00%	7,000.00
Total DEBT SERVICE:		2,003,504.00	8,513.04	10,131.23	0.51%	1,993,372.77
Total LIBRARY ADDITION:		97,988.00	2,090.48	2,090.48	2.13%	95,897.52
Total SC/FIELDHOUSE:		1,002,000.00	.00	.00	0.00%	1,002,000.00
Total SPLASHPAD PROJECT:		1,602,000.00	.00	.00	0.00%	1,602,000.00
Total 2013 DDCE PROJECTS:		1,100,000.00	.00	.00	0.00%	1,100,000.00
Total 2024 BRIDGE REPAIRS:		1,800,000.00	.00	.00	0.00%	1,800,000.00
Total DOG PARK:		100,000.00	.00	.00	0.00%	100,000.00

Account Number	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-26 Unexpended
Total TRAIL CIP RESERVE PROJ:		314,538.00	.00	413.19	0.13%	314,124.81
Total ARP FUNDS:		10,000.00	.00	.00	0.00%	10,000.00
Total CDBG DT FAÇADE PROJ:		540,000.00	.00	.00	0.00%	540,000.00
Total PERPTUAL CARE:		5,000.00	600.00	600.00	12.00%	4,400.00
Total WATER:		2,999,093.00	321,536.30	609,239.40	20.31%	2,389,853.60
Total WATER DEPOSITS:		25,000.00	958.78	1,001.48	4.01%	23,998.54
Total WATER PLANT UPGRADE RSR:		230,000.00	5,357.38	10,879.05	4.73%	219,120.95
Total WATER 2012C/2020B BOND:		458,050.00	.00	.00	0.00%	458,050.00
Total WATER CAPITAL REVOLVING:		203,000.00	786.90	1,663.61	0.82%	201,336.39
Total SEWER:		2,652,300.00	334,499.20	668,306.76	25.20%	1,983,993.24
Total SEWER SRF REVOLVING:		2,994,467.00	8,816.43	10,062.39	0.34%	2,984,404.61
Total SEWER CONSTRUCTION:		3,120,000.00	26,173.40	59,937.28	1.92%	3,060,062.72
Total SEWER EQUIP REVOLVING:		79,000.00	1,037.97	2,173.45	2.75%	76,826.55
Total SRF SPONSORED PROJECT:		1,500,000.00	.00	.00	0.00%	1,500,000.00
Total LANDFILL/GARBAGE:		82,800.00	6,067.21	12,194.74	14.73%	70,605.26
Total STORM WATER:		160,900.00	17,621.68	35,159.24	19.44%	145,740.76

Account Number	Title	2025-26 Current year Budget	2025-25 Current year Actual	2025-25 YTD balance	2025-25 Percent expended	2025-25 Unexpended
Total REVOLVING FUND:		555,000.00	15,513.04	24,510.87	4.42%	530,488.13
Total HEALTH INS, SELF FUND:		.00	114.93	340.38	0.00%	340.38-
Total OTHER INTERNAL SERV FUN:		.00	887.17	1,801.55	0.00%	1,801.55-
Grand Totals:		34,622,451.00	1,069,174.45	2,121,582.42	6.13%	32,500,868.58

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Levy Authority Summary

Local Government Name: NEVADA
Local Government Number: 85G820

Active Urban Renewal Areas

NEVADA URBAN RENEWAL

U.R. # of Tif Taxing
Districts
85005 19

TIF Debt Outstanding: 23,409,492

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:		Amount of 07-01-2024 Cash Balance Restricted for LMI	
	999,816	340,343	
TIF Revenue:	1,592,900		
TIF Sp. Revenue Fund Interest:	66,827		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	1,659,727		
Rebate Expenditures:	508,594		
Non-Rebate Expenditures:	1,187,921		
Returned to County Treasurer:	0		
Total Expenditures:	1,696,515		

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:		Amount of 06-30-2025 Cash Balance Restricted for LMI	
	963,028	425,080	

**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance:**

20,749,949

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL
 UR Area Number: 85005

UR Area Creation Date: 11/1989

To help local officials promote economic development. Primary goal to stimulate, through public involvement and commitment, private investments in commercial and industrial development and create a sound economic base to serve as the foundation for growth.

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NEVADA CITY/NEVADA SCH/NEVADA URBAN RENEWAL TIF INCREM	850509	850109	18,944,400
NEVADA CITY AG/NEVADA SCH/NEVADA URBAN RENEWAL TIF INCREM	850510	850110	0
NEVADA CITY/NEVADA SCH/NEVADA URBAN RENEWAL ENLARGEMENT TIF INCREM	850533	850133	0
NEVADA CITY AG/NEVADA SCH/NEVADA URBAN RENEWAL ENLARGEMENT TIF INCREM	850534	850134	0
NEVADA CITY/NEVADA SCH/NEVADA URBAN RENEWAL 2ND ENLARGEMENT TIF INCREM	850554	850154	0
NEVADA CITY AG/NEVADA SCH/NEVADA URBAN RENEWAL 2ND ENLARGEMENT TIF INCREM	850555	850155	0
NEVADA CITY/NEVADA SCH/NEVADA URBAN RENEWAL 3RD ENLARGEMENT TIF INCREM	850562	850162	0
NEVADA CITY/NEVADA SCH/NEVADA UR 4TH ENLARGEMENT TIF INCREM	850582	850182	0
NEVADA CITY AG/NEVADA SCH/NEVADA UR 4TH ENLARGEMENT TIF INCREM	850583	850183	0
NEVADA CITY/NEVADA SCH 2012 URBAN RENEWAL AREA ADDITION TIF INCREM	850596	850196	0
NEVADA CITY AG/NEVADA SCH 2012 URBAN RENEWAL AREA ADDITION TIF INCREM	850637	850237	0
NEVADA CITY/NEVADA SCH 2016 ADDITION NEVADA URBAN RENEWAL TIF INCREMENT (ROSK)	850666	850667	1,115,862
NEVADA CITY/NEVADA SCH 2020 SEPTEMBER ADD - PHASE 1 NEVADA URBAN RENEWAL TIF INCREMENT	850668	850669	0
NEVADA CITY AG/NEVADA SCH 2020 SEPTEMBER ADD - PHASE 1 NEVADA URBAN RENEWAL TIF INCREMENT	850670	850671	0
NEVADA CITY AG/NEVADA SCH JULY 2022 ADDITION TIF INCREMENT	850678	850679	0
NEVADA CITY/NEVADA SCH JULY 2022 ADDITION TIF INCREMENT	850680	850681	0
NEVADA CITY/NEVADA SCH MAY 2023 ADDITION URA TIF INCREMENT	850692	850693	0
NEVADA CITY AG/NEVADA SCH NOVEMBER 2022 ADDITION URA TIF INCREMENT	850694	850695	0
NEVADA CITY/NEVADA SCH NOVEMBER 2022 ADDITION URA TIF INCREMENT	850696	850697	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	43,676,600	32,944,100	16,179,000	0	-76,000	92,561,200	0	92,561,200
Taxable	0	20,240,971	24,832,862	14,193,657	0	-76,000	59,028,990	0	59,028,990
Homestead Credits									155

TIF Sp. Rev. Fund Cash Balance
 as of 07-01-2024:

999,816 340,343

Amount of 07-01-2024 Cash Balance
 Restricted for LMI

TIF Revenue: 1,592,900
 TIF Sp. Revenue Fund Interest: 66,827
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,659,727

Rebate Expenditures: 508,594
 Non-Rebate Expenditures: 1,187,921
 Returned to County Treasurer: 0
Total Expenditures: 1,696,515

TIF Sp. Rev. Fund Cash Balance
 as of 06-30-2025:

963,028 425,080

Amount of 06-30-2025 Cash Balance
 Restricted for LMI

Projects For NEVADA URBAN RENEWAL

NEDC AA Membership

Description:	Economic Development Membership
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Key Coop, 20 yr

Description:	Rebate Agreement
Classification:	Agribusiness
Physically Complete:	Yes
Payments Complete:	No

Almaco

Description:	Expansion
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Airport Road, Plat 6

Description:	Street, Water, Wastewater Infrastructure and Platting
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

R Friedrich Housing Dev

Description:	Housing and Infrastructure Project
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

ROSK Housing Dev

Description:	Housing and Infrastructure Project
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

#1Mid States Material Handling

Description:	Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Verbio, amended

Description:	Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

DDCE DuPont Project

Description:	Street, Water, Wastewater Infrastructure
--------------	--

Classification: Industrial/manufacturing property
Physically Complete: Yes
Payments Complete: Yes

Central Business District Project

Description: Street, Water, Wastewater Infrastructure
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

South Glen Sub - Phase 1

Description: Housing and Infrastructure Project
Classification: Residential property (classified residential)
Physically Complete: No
Payments Complete: No

#2 Mid States Material Handling

Description: Rebate Agreement
Classification: Industrial/manufacturing property
Physically Complete: Yes
Payments Complete: No

On Track, West F Ind Park

Description: Rebate Agreement
Classification: Industrial/manufacturing property
Physically Complete: No
Payments Complete: No

M&R Properties Iowa, LLC

Description: Rebate Agreement
Classification: Commercial - office properties
Physically Complete: Yes
Payments Complete: No

Verbio, 2nd North Prop, RR

Description: Rebate Agreement
Classification: Industrial/manufacturing property
Physically Complete: Yes
Payments Complete: No

Nevada Journal Bld, Richards

Description: Rebate Agreement
Classification: Commercial - retail
Physically Complete: Yes
Payments Complete: No

Nevada Dev, Henry Prop

Description: Rebate Agreement
Classification: Residential property (classified residential)
Physically Complete: No
Payments Complete: No

Van Houweling Properties II

Description: Rebate Agreement
Classification: Agribusiness

Physically Complete: No
Payments Complete: No

#3Mid States-3rd Offices

Description: Rebate Agreement
Classification: Industrial/manufacturing property
Physically Complete: No
Payments Complete: No

Oak Park Estates

Description: Rebate Agreement
Classification: Residential property (classified residential)
Physically Complete: No
Payments Complete: No

Syngenta

Description: Rebate Agreement
Classification: Industrial/manufacturing property
Physically Complete: No
Payments Complete: No

Work-It

Description: Rebate Agreement
Classification: Commercial - office properties
Physically Complete: No
Payments Complete: No

Cutting Edge

Description: Rebate Agreement
Classification: Commercial - office properties
Physically Complete: Yes
Payments Complete: No

Peterson, Copper Spaces

Description: Rebate Agreement
Classification: Commercial - office properties
Physically Complete: Yes
Payments Complete: No

JLA Kockler, Tipton Bldg

Description: Rebate Agreement
Classification: Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete: Yes
Payments Complete: No

Nevada Field House Project

Description: Recreation center Project
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

Debts/Obligations For NEVADA URBAN RENEWAL

NEDC AA-Membership

Debt/Obligation Type:	Other Debt
Principal:	130,000
Interest:	0
Total:	130,000
Annual Appropriation?:	Yes
Date Incurred:	09/23/2020
FY of Last Payment:	2025

Key Coop - 20 Yr

Debt/Obligation Type:	Rebates
Principal:	48,678
Interest:	0
Total:	48,678
Annual Appropriation?:	No
Date Incurred:	06/25/2007
FY of Last Payment:	2025

Almaco

Debt/Obligation Type:	Rebates
Principal:	250,605
Interest:	0
Total:	250,605
Annual Appropriation?:	Yes
Date Incurred:	03/12/2012
FY of Last Payment:	2026

2017R/2013 Bond - Airport Rd Portion

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	375,000
Interest:	14,163
Total:	389,163
Annual Appropriation?:	No
Date Incurred:	09/28/2017
FY of Last Payment:	2026

R Friedrich Dev Agreement

Debt/Obligation Type:	Rebates
Principal:	357,956
Interest:	0
Total:	357,956
Annual Appropriation?:	Yes
Date Incurred:	10/28/2013
FY of Last Payment:	2027

ROSK Housing Dev Agreement

Debt/Obligation Type:	Rebates
Principal:	32,155
Interest:	0
Total:	32,155
Annual Appropriation?:	Yes
Date Incurred:	01/23/2017
FY of Last Payment:	2025

R Friedrich Development, LMI

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	330,324
Interest:	0
Total:	330,324
Annual Appropriation?:	Yes
Date Incurred:	10/28/2013
FY of Last Payment:	2027

Mid States Manufacturing Agreement

Debt/Obligation Type:	Rebates
Principal:	105,276
Interest:	0
Total:	105,276
Annual Appropriation?:	Yes
Date Incurred:	09/24/2018
FY of Last Payment:	2025

Verbio

Debt/Obligation Type:	Rebates
Principal:	159,894
Interest:	0
Total:	159,894
Annual Appropriation?:	Yes
Date Incurred:	07/08/2020
FY of Last Payment:	2025

2020 Bond, CBD Project

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	8,905,000
Interest:	893,100
Total:	9,798,100
Annual Appropriation?:	No
Date Incurred:	03/09/2020
FY of Last Payment:	2032

Mid States Manu, #2

Debt/Obligation Type:	Rebates
Principal:	199,099
Interest:	0
Total:	199,099
Annual Appropriation?:	Yes
Date Incurred:	11/19/2020
FY of Last Payment:	2028

South Glen Subdivision

Debt/Obligation Type:	Rebates
Principal:	1,500,000
Interest:	0
Total:	1,500,000
Annual Appropriation?:	Yes
Date Incurred:	10/26/2020
FY of Last Payment:	2036

On Track Construction LLC

Debt/Obligation Type:	Rebates
Principal:	1,500,000

Interest:	0
Total:	1,500,000
Annual Appropriation?:	Yes
Date Incurred:	10/26/2020
FY of Last Payment:	2034

South Glen Subdivision, LMI

	Outstanding LMI Housing
Debt/Obligation Type:	Obligations
Principal:	1,329,121
Interest:	0
Total:	1,329,121
Annual Appropriation?:	Yes
Date Incurred:	10/26/2020
FY of Last Payment:	2036

M&R Properties

Debt/Obligation Type:	Rebates
Principal:	44,395
Interest:	0
Total:	44,395
Annual Appropriation?:	Yes
Date Incurred:	07/12/2021
FY of Last Payment:	2028

Verbio, 2nd North Prop, RR

Debt/Obligation Type:	Rebates
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	Yes
Date Incurred:	08/08/2022
FY of Last Payment:	2030

Nevada Journal Bld, Richards

Debt/Obligation Type:	Rebates
Principal:	30,000
Interest:	0
Total:	30,000
Annual Appropriation?:	Yes
Date Incurred:	08/22/2022
FY of Last Payment:	2030

Nevada Dev, Henry Prop

Debt/Obligation Type:	Rebates
Principal:	500,000
Interest:	0
Total:	500,000
Annual Appropriation?:	Yes
Date Incurred:	08/22/2022
FY of Last Payment:	2027

Van Houweling Properties II

Debt/Obligation Type:	Rebates
Principal:	110,000
Interest:	0
Total:	110,000
Annual Appropriation?:	Yes
Date Incurred:	12/12/2022

FY of Last Payment: 2031

Mid States-3rd Offices

Debt/Obligation Type: Rebates
Principal: 300,000
Interest: 0
Total: 300,000
Annual Appropriation?: Yes
Date Incurred: 01/09/2023
FY of Last Payment: 2030

Oak Park Estates

Debt/Obligation Type: Rebates
Principal: 1,800,000
Interest: 0
Total: 1,800,000
Annual Appropriation?: Yes
Date Incurred: 05/22/2023
FY of Last Payment: 2049

Sygenta

Debt/Obligation Type: Rebates
Principal: 200,000
Interest: 0
Total: 200,000
Annual Appropriation?: Yes
Date Incurred: 05/22/2023
FY of Last Payment: 2031

Work-It

Debt/Obligation Type: Rebates
Principal: 50,000
Interest: 0
Total: 50,000
Annual Appropriation?: Yes
Date Incurred: 05/22/2023
FY of Last Payment: 2033

Cutting Edge

Debt/Obligation Type: Rebates
Principal: 75,000
Interest: 0
Total: 75,000
Annual Appropriation?: Yes
Date Incurred: 05/22/2023
FY of Last Payment: 2031

Peterson, Copper Spaces

Debt/Obligation Type: Rebates
Principal: 15,000
Interest: 0
Total: 15,000
Annual Appropriation?: Yes
Date Incurred: 12/13/2021
FY of Last Payment: 2029

JLA, Kockler, Tipton

Debt/Obligation Type: Rebates

Principal:	20,000
Interest:	0
Total:	20,000
Annual Appropriation?:	Yes
Date Incurred:	12/13/2021
FY of Last Payment:	2030

ROSK Housing, LMI

	Outstanding LMI Housing
Debt/Obligation Type:	Obligations
Principal:	25,162
Interest:	0
Total:	25,162
Annual Appropriation?:	Yes
Date Incurred:	01/23/2017
FY of Last Payment:	2025

2023A Field House Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,530,000
Interest:	114,250
Total:	1,644,250
Annual Appropriation?:	No
Date Incurred:	06/28/2023
FY of Last Payment:	2026

Nevada Dev, Henry Prop LMI

	Outstanding LMI Housing
Debt/Obligation Type:	Obligations
Principal:	514,199
Interest:	0
Total:	514,199
Annual Appropriation?:	Yes
Date Incurred:	08/22/2023
FY of Last Payment:	2032

Oak Park Estates, LMI

	Outstanding LMI Housing
Debt/Obligation Type:	Obligations
Principal:	1,851,115
Interest:	0
Total:	1,851,115
Annual Appropriation?:	Yes
Date Incurred:	05/22/2023
FY of Last Payment:	2049

Non-Rebates For NEVADA URBAN RENEWAL

TIF Expenditure Amount:	245,763
Tied To Debt:	2017R/2013 Bond - Airport Rd
	Portion
Tied To Project:	Airport Road, Plat 6
TIF Expenditure Amount:	70,113
Tied To Debt:	R Friedrich Development, LMI
Tied To Project:	R Friedrich Housing Dev
TIF Expenditure Amount:	0
Tied To Debt:	2020 Bond, CBD Project
Tied To Project:	Central Business District Project
TIF Expenditure Amount:	851,950
Tied To Debt:	2023A Field House Bonds
Tied To Project:	Nevada Field House Project
TIF Expenditure Amount:	20,095
Tied To Debt:	ROSK Housing, LMI
Tied To Project:	ROSK Housing Dev

Rebates For NEVADA URBAN RENEWAL

22703 600th Ave Nevada IA

TIF Expenditure Amount: 48,678
 Rebate Paid To: Heart of Iowa
 Tied To Debt: Key Coop - 20 Yr
 Tied To Project: Key Coop, 20 yr
 Projected Final FY of Rebate: 2025

99 M Ave Nevada IA

TIF Expenditure Amount: 0
 Rebate Paid To: Almaco
 Tied To Debt: Almaco
 Tied To Project: Almaco
 Projected Final FY of Rebate: 2026

516 K Ave, Ste 100

TIF Expenditure Amount: 130,000
 Rebate Paid To: NEDC, Membership
 Tied To Debt: NEDC AA-Membership
 Tied To Project: NEDC AA Membership
 Projected Final FY of Rebate: 2020

Indian Ridge Plat 5 & 6

TIF Expenditure Amount: 89,598
 Rebate Paid To: R Friedrich & Sons
 Tied To Debt: R Friedrich Dev Agreement
 Tied To Project: R Friedrich Housing Dev
 Projected Final FY of Rebate: 2027

1124 6th Street

TIF Expenditure Amount: 25,679
 Rebate Paid To: ROSK Development
 Tied To Debt: ROSK Housing Dev Agreement
 Tied To Project: ROSK Housing Dev
 Projected Final FY of Rebate: 2025

1116 S B Avenue

TIF Expenditure Amount: 22,265
 Rebate Paid To: Mid States Manufacturing
 Tied To Debt: Mid States Manufacturing Agreement
 Tied To Project: #1Mid States Material Handling
 Projected Final FY of Rebate: 2025

59219 Lincoln Highway

TIF Expenditure Amount: 94,319
 Rebate Paid To: Verbio
 Tied To Debt: Verbio
 Tied To Project: Verbio, amended
 Projected Final FY of Rebate: 2025

1116 S B Avenue

TIF Expenditure Amount: 18,053
Rebate Paid To: Mid States Manufacturing
Tied To Debt: Mid States.Manu, #2
Tied To Project: #2 Mid States Material Handling
Projected Final FY of Rebate: 2028

1710 W K Avenue

TIF Expenditure Amount: 12,619
Rebate Paid To: M&R Properties Iowa LLC
Tied To Debt: M&R Properties
Tied To Project: M&R Properties Iowa, LLC
Projected Final FY of Rebate: 2028

1024 6th Street

TIF Expenditure Amount: 4,016
Rebate Paid To: Peterson, Seth & Evie
Tied To Debt: Peterson, Copper Spaces
Tied To Project: Peterson, Copper Spaces
Projected Final FY of Rebate: 2029

1435 W F Avenue

TIF Expenditure Amount: 63,367
Rebate Paid To: On Track
Tied To Debt: On Track Construction LLC
Tied To Project: On Track, West F Ind Park
Projected Final FY of Rebate: 2034

Jobs For NEVADA URBAN RENEWAL

Project: Almaco
 Company Name: Almaco
 Date Agreement Began: 03/12/2012
 Date Agreement Ends: 06/01/2026
 Number of Jobs Created or Retained: 57
 Total Annual Wages of Required Jobs: 6,912,796
 Total Estimated Private Capital Investment: 5,000,000
 Total Estimated Cost of Public Infrastructure: 0

Project: Verbio, amended
 Company Name: Verbio Nevada
 Date Agreement Began: 07/12/2019
 Date Agreement Ends: 06/01/2027
 Number of Jobs Created or Retained: 48
 Total Annual Wages of Required Jobs: 2,934,000
 Total Estimated Private Capital Investment: 35,000,000
 Total Estimated Cost of Public Infrastructure: 0

Project: #1Mid States Material Handling
 Company Name: Mid States Material Handling
 Date Agreement Began: 10/09/2018
 Date Agreement Ends: 06/01/2025
 Number of Jobs Created or Retained: 14
 Total Annual Wages of Required Jobs: 679,341
 Total Estimated Private Capital Investment: 4,850,000
 Total Estimated Cost of Public Infrastructure: 0

Project: #2 Mid States Material Handling
 Company Name: Mid States Material Handling
 Date Agreement Began: 11/19/2020
 Date Agreement Ends: 06/30/2028
 Number of Jobs Created or Retained: 10
 Total Annual Wages of Required Jobs: 549,430
 Total Estimated Private Capital Investment: 4,000,000
 Total Estimated Cost of Public Infrastructure: 0

Project: #3Mid States-3rd Offices
 Company Name: Mid States Material Handling
 Date Agreement Began: 12/09/2023
 Date Agreement Ends: 06/30/2030
 Number of Jobs Created or Retained: 10
 Total Annual Wages of Required Jobs: 632,610
 Total Estimated Private Capital Investment: 3,050,000
 Total Estimated Cost of Public Infrastructure: 0

Income Housing For NEVADA URBAN RENEWAL

Amount of FY 2025 expenditures that provide or aid in the provision of public improvements related to housing and residential development: 115,277

Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	5,471
Other low and moderate income housing assistance:	0

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

For more information on the use of TIF Funds in our city, visit
www.cityofnevadaiaowa.org.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2025
185400000

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY/NEVADA SCH/NEVADA URBAN RENEWAL TIF INCREM
 TIF Taxing District Inc. Number: 850109
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 1993
 Subject to a Statutory end date? No

UR Designation
 Slum No
 Blighted No
 Economic Development 11/1989

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	40,319,800	32,944,100	16,179,000	0	-68,000	89,218,900	0	89,218,900
Taxable	0	18,685,336	24,832,862	14,193,657	0	-68,000	57,487,855	0	57,487,855
Homestead Credits									145

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	23,146,049	57,487,855	18,944,400	38,543,455	1,167,069

FY 2025 TIF Revenue Received: 1,546,236

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY AG/NEVADA SCH/NEVADA URBAN RENEWAL TIF INCREM
 TIF Taxing District Inc. Number: 850110
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 1993
 Subject to a Statutory end date? Yes

UR Designation
 Slum No
 Blighted No
 Economic Development 11/1989

Fiscal year this TIF Taxing District statutorily ends: 2015

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	7,661	0	0	0	0

FY 2025 TIF Revenue Received: 0

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY/NEVADA SCH/NEVADA URBAN RENEWAL ENLARGEMENT TIF INCREM
 TIF Taxing District Inc. Number: 850133
 TIF Taxing District Base Year: 1991
 FY TIF Revenue First Received: 1993
 Subject to a Statutory end date? No

	UR Designation	
Slum	No	
Blighted	No	
Economic Development	06/1992	

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	365,685	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY AG/NEVADA SCH/NEVADA URBAN RENEWAL ENLARGEMENT TIF INCREM
 TIF Taxing District Inc. Number: 850134
 TIF Taxing District Base Year: 1991
 FY TIF Revenue First Received: 1993
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2015

	UR Designation	
Slum	No	
Blighted	No	
Economic Development	06/1992	

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	50,572	0	0	0	0

FY 2025 TIF Revenue Received: 0

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY/NEVADA SCH/NEVADA URBAN RENEWAL 2ND ENLARGEMENT TIF INCREM
 TIF Taxing District Inc. Number: 850154
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? No

	UR Designation	
Slum	No	
Blighted	No	
Economic Development	10/2004	

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	4,433,228	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY AG/NEVADA SCH/NEVADA URBAN RENEWAL 2ND ENLARGEMENT TIF INCREM
 TIF Taxing District Inc. Number: 850155
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation	
Slum	No	
Blighted	No	
Economic Development	10/2004	

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	93,400	0	0	0	0

FY 2025 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY/NEVADA SCH/NEVADA URBAN RENEWAL 3RD ENLARGEMENT TIF INCREM
 TIF Taxing District Inc. Number: 850162
 TIF Taxing District Base Year: 2004
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation	
Slum	No	
Blighted	No	
Economic Development	11/2005	

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,215,514	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY/NEVADA SCH/NEVADA UR 4TH ENLARGEMENT TIF INCREM
 TIF Taxing District Inc. Number: 850182
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? No

	UR Designation	
Slum	No	
Blighted	No	
Economic Development	11/2008	

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	81,509	0	0	0	0

FY 2025 TIF Revenue Received: 0

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY AG/NEVADA SCH/NEVADA UR 4TH ENLARGEMENT TIF INCREM

TIF Taxing District Inc. Number: 850183

TIF Taxing District Base Year: 2007

FY TIF Revenue First Received: 2008

Subject to a Statutory end date? Yes

Fiscal year this TIF Taxing District statutorily ends: 2028

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2008

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	49,291	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY/NEVADA SCH 2012 URBAN RENEWAL AREA ADDITION TIF INCREM

TIF Taxing District Inc. Number: 850196

TIF Taxing District Base Year: 2011

FY TIF Revenue First Received: 2015

Subject to a Statutory end date? Yes

Fiscal year this TIF Taxing District statutorily ends: 2035

	UR Designation
Slum	No
Blighted	No
Economic Development	01/2012

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	447,000	0	0	0	0

FY 2025 TIF Revenue Received: 0

❖ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY AG/NEVADA SCH 2012 URBAN RENEWAL AREA ADDITION TIF INCREM
 TIF Taxing District Inc. Number: 850237
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: No
 Subject to a Statutory end date? No

	UR Designation	
Slum		No
Blighted		No
Economic Development		No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	366,000	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY/NEVADA SCH 2016 ADDITION NEVADA URBAN RENEWAL TIF INCREMENT (ROSK)
 TIF Taxing District Inc. Number: 850667
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2023
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2042

	UR Designation	
Slum		No
Blighted		No
Economic Development		12/2016

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,356,800	0	0	0	-8,000	3,342,300	0	3,342,300
Taxable	0	1,555,635	0	0	0	-8,000	1,541,135	0	1,541,135
Homestead Credits									10

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	70,500	1,541,135	1,115,862	425,273	12,877

FY 2025 TIF Revenue Received: 46,664

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY/NEVADA SCH 2020 SEPTEMBER ADD - PHASE 1 NEVADA
 URBAN RENEWAL TIF INCREMENT

TIF Taxing District Inc. Number: 850669

TIF Taxing District Base Year: 2019

FY TIF Revenue First Received:

Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	14,093	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY AG/NEVADA SCH 2020 SEPTEMBER ADD - PHASE 1 NEVADA
 URBAN RENEWAL TIF INCREMENT

TIF Taxing District Inc. Number: 850671

TIF Taxing District Base Year: 2019

FY TIF Revenue First Received:

Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	32,007	0	0	0	0

FY 2025 TIF Revenue Received: 0

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY AG/NEVADA SCH JULY 2022 ADDITION TIF INCREMENT
 TIF Taxing District Inc. Number: 850679

TIF Taxing District Base Year:	2021		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	166,600	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY/NEVADA SCH JULY 2022 ADDITION TIF INCREMENT
 TIF Taxing District Inc. Number: 850681

TIF Taxing District Base Year:	2021		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	157,600	0	0	0	0

FY 2025 TIF Revenue Received: 0

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY/NEVADA SCH MAY 2023 ADDITION URA TIF INCREMENT
 TIF Taxing District Inc. Number: 850693

TIF Taxing District Base Year: 0
 FY TIF Revenue First Received: 0
 Subject to a Statutory end date? No

UR Designation
 Slum No
 Blighted No
 Economic Development No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,614,100	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY AG/NEVADA SCH NOVEMBER 2022 ADDITION URA TIF INCREMENT
 TIF Taxing District Inc. Number: 850695

TIF Taxing District Base Year: 0
 FY TIF Revenue First Received: 0
 Subject to a Statutory end date? No

UR Designation
 Slum No
 Blighted No
 Economic Development No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	110,500	0	0	0	0

FY 2025 TIF Revenue Received: 0

✦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: NEVADA (85G820)
 Urban Renewal Area: NEVADA URBAN RENEWAL (85005)
 TIF Taxing District Name: NEVADA CITY/NEVADA SCH NOVEMBER 2022 ADDITION URA TIF INCREMENT

TIF Taxing District Inc. Number: 850697

TIF Taxing District Base Year: 0

FY TIF Revenue First Received:

Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

Item # 4F
Date: 10-13-25

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 10/13/25 Council Agenda

Business Name Sports Bowl Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ✓ approval ___ denial of a beer or liquor license to this business.

9-23-25
Date

RAIZ
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

① Mount Fire ext.
② Hood / Duct Ins expired & company will come out



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DOYUBOWL2, LC	Sports Bowl	(651) 775-1861		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1229 12th Street		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
1229 12th Street	Nevada	Iowa	50201	

Contact Person

NAME	PHONE	EMAIL
Scott Walkner	(763) 742-4899	scott@doyoubowl.com

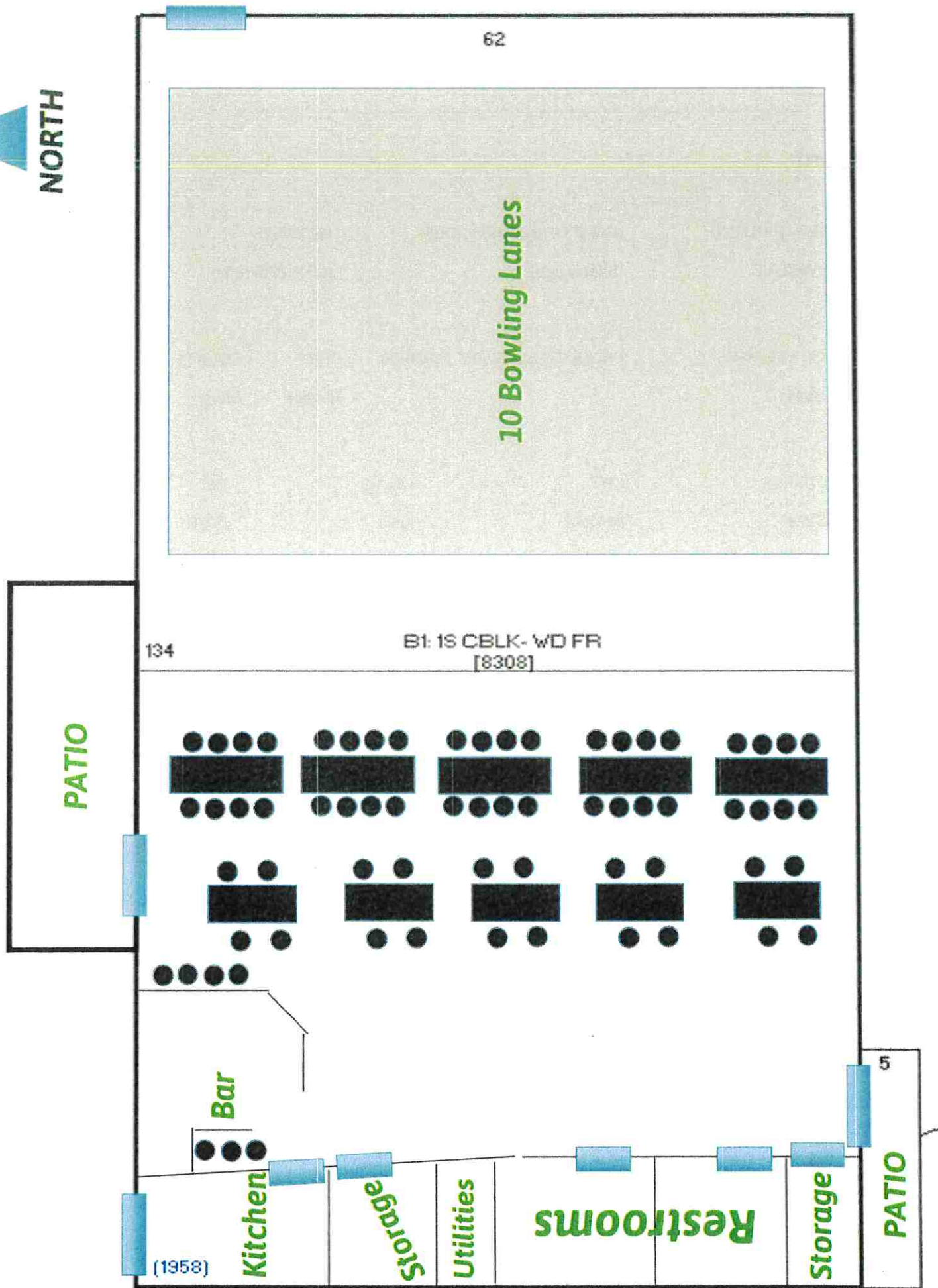
License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0048934	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 31, 2025	Oct 30, 2026	

SUB-PERMITS

Class C Retail Alcohol License





Position Description
City Clerk/Employee Services Director

Department: Administration

Reports To: City Administrator and City Council

Pay Range: \$74,547.20-\$99,424.00

FLSA: Exempt

Date:

Purpose of Position

Appointed by the City Council, and under general administrative direction of the City Administrator, pursuant to the Code of Iowa, the City Clerk performs a variety of administrative and specialized duties that require accuracy, proficiency, confidentiality, and limited independent judgment. Prepares, and publishes council agendas, resolutions, ordinances and meeting minutes as required by law. This position acts as the Employee Services Director, Title VI Coordinator and City Hall Building coordinator. Supervises office staff assisting in the Clerk duties, including training and evaluation of subordinates. Performs other duties as required.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Receives bids for municipal construction contracts and may assist with bid openings.
- Works with Finance Director, Municipal Advisor and Bond Counsel on the City's bonds and other financing measures for the City. Ensures all resolutions are presented as required and filings are completed and provided to Bond Counsel as required.
- Attends regular and special City Council meetings; oversees or performs an accurate recording of the proceedings, preparation of the minutes, ordinances, resolutions, and other records of City Council action with proper legislative terminology, recording, indexing, and filing the same for the public record. In cooperation with the City Administrator and City Attorney, writes resolutions and ordinances. Also, assures staff support for the City's auxiliary boards and commissions.
- Assists with preparation, distribution, organization of meeting agendas to the City Council, Community and Human Services Ad Hoc (Nevada Foundation) Committee, Historic Preservation, and, Board of Adjustments, including any instructional or information supplements.
- Ensures that legal requirements are met regarding public notices, publications, and posting of City business, including authenticating and signing City records, measures, and actions including the time and manner of publication in the manner prescribed by law. Recording documents as required and/or instructed by the City's Attorneys.
- Oversees the administration of employee benefits, compensation plans, and the development of employment policies. Researches, compares and recommends improvements for the City's plans.
- Manages employee onboarding with assistance from the Payroll Clerk. Supports employee recruitment, retention, training and professional development initiatives. Schedules pre-employment physicals and background checks.
- Assists the Mayor and Council in the process for the City Administrator evaluation.
- Assists in the negotiation and administration of collective bargaining agreements.
- Performs election duties as specified in the Code of Iowa or designated by the County Auditor.

- Assists with the preparation of the budget in cooperation with the Finance Director and City Administrator and Department Heads
- Retrieves, sorts, and opens daily mail and disperses it to all departments.
- Assists with the annual audit and works directly with the auditing firm conducting the annual audit for the City.
- Plans, schedules, and assigns work activities and job duties to office staff, and promotes a positive work environment for employees and the public being served. Trains and supervises clerical and secretarial staff assisting with Clerk-related duties. Audits and reviews the work performed by office staff to assure its accuracy, timeliness, and compliance with governmental requirements.
- Ensures that directives and approved operational policies of the City are enforced, executed, or delegated for compliance. Addresses and, if possible, resolves employee grievances in accordance with the established grievance procedure.
- Works with the City's IT support and is main contact for troubleshooting and planning for the City's infrastructure. Maintains current computer system including, but not limited to, backing up files regularly, administering preventive maintenance techniques, keeping inventory of needed supplies and staying up-to-date with new software releases and upgrades.
- Administers oaths of office to City Officers as required by local or State statute.
- Maintains personnel records; retains all pertinent information for each employee's personnel file, and assists employees with Human Resource questions and needs.
- Administers the City's benefit package in conjunction with the City Administrator and Finance Director, and works with the benefit representative to provide affordable coverage for employees. Coordinates the annual employee benefit meeting.
- Works with the City's liability insurance representative and Department Heads to ensure proper coverage for all departments. Files claims and reviews costs and processes the annual payments.
- Manages all Workers Compensation claims and files OSHA's Injury and Illness Report.
- Handles employee requests for medical and other leaves, including FMLA and ADA requests for accommodation.
- Ensures required filings for the Iowa Employment Appeal Board and assists with Union negotiations.
- Assists the City Administrator and Finance Director in the preparation and maintenance of the Personnel Policy Manual.
- Advises the City Administrator of any departmental needs or concerns; including those related to personnel.
- Serves as custodian of official City records and public documents; keeps filing system updated and helps file materials efficiently so files can be retrieved with minimal effort; performs certification and recording for the City as required on legal documents and other records requiring such certification; seals and attests by signature to ordinances, resolutions, and contracts, easements, deeds, bonds, or other documents requiring City certification; catalogs and files all City records.
- Performs many duties involving confidential data; responsible for informing all staff of legal and ethical issues involved with the use of confidential data; issues and maintains records of various permits and licenses as approved by the City Council or other governing entity.
- Maintains for public use copies of all ordinances and codes and assists citizens, co-workers and others by providing background information as appropriate.
- Receives and responds to open records requests and disperses to the proper department or city attorney when necessary.
- Oversees caretaking for the City Hall Building. Works with contractors during projects, and calls for service when there are issues. Troubleshoots issues and repairs.

- Serves as the City's Title VI Coordinator, ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations. Develops and implements plans, policies and procedures to prevent discrimination based on race, color, or national origin in federally assisted programs.
- Manages special projects as assigned by the City Administrator.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Represents the City on various regional boards and commissions as directed by the City Administrator.
- Attends workshops and seminars as approved to further develop knowledge, skills, and abilities to maintain, enhance, or achieve certification in various areas of expertise.
- Plans, formulates, and recommends short- and long-range maintenance and capital improvement programs that will improve departmental effectiveness, efficiency and environment.
- Recommends and assists with establishing City policies and guidelines for various municipal programs.
- Answers phones and greets persons as necessary.
- Supervises and assists with the maintenance and updating of a variety of reports, files, and records.
- Assists the Development and Communications Specialist in managing the website, social media and marketing for all media forms. Including Our Nevada, City newsletters and other news releases and media alerts, brochures and public information.
- Performs other duties or assumes other responsibilities as apparent or assigned.

Minimum Education or Experience Required

Two to three years related experience or training, or associate's degree or equivalent from a two-year college or technical school and one year of experience; or equivalent combination of education and experience. Degree majoring in accounting, business, public administration or related field, or experience in Municipal government.

Preferred Education or Experience Required

Bachelor's Degree in related field; or equivalent combination of education and experience. Direct experience in the field may be substituted for education.

Other Requirements – Certificates/Licensures

- Bondable and eligible for coverage under the City's liability insurance.
- At least two years' experience in a municipal environment with meetings, minutes and recording knowledge.
- CMC designation through IMFOA/IMMC or equivalent experience in role.

Knowledge, Skills, Abilities

- Ability to follow written, verbal, or diagrammatic instructions with several concrete variables.
- Ability to perform arithmetic calculations involving fractions, decimals, and percentages. Ability to work with mathematical concepts such as probability and statistical inference.
- Ability to exercise independent judgment and to use resourcefulness in solving problems.
- Ability to report, write, or edit articles for publication; ability to prepare deeds, contracts, resolutions, or ordinances; ability to have substantial contact with people; ability to evaluate technical data.

- Knowledge of the organization, functions and problems of municipal government; knowledge of the principles and methods of public administration and public finance including taxation and revenue management; knowledge of the principles and practices of accounting.
- Ability to utilize computers for financial and word processing functions, and applicable software applications such as Caselle, Wordpress, Canva, and Microsoft office.
- Comprehensive knowledge of the principles, practices, liabilities, and methods of staff supervision and direction.
- Ability to maintain confidentiality in the performance of duties.
- Knowledge at an advanced level of municipal, County, State and federal community-related statutes.
- Ability to develop policies, plans, and procedures.
- Ability to establish and maintain effective working relationships with the City Administrator, co-workers, elected officials, the press, and the general public.
- Ability to utilize a variety of advisory and design data and information such as meeting agendas, meeting minutes, public notices, bid documents, contracts, sales tax reports, billing statements, bank statements, deeds, easements, financial reports, purchase orders, accounting methods, license applications, employment forms, payroll reports, personnel policies/manuals, City code, ordinances, resolutions, state statutes, computer software operating manual, non-routine correspondence, and inventory reports.
- Ability to work with multiple and concurrent deadlines under pressure.
- Ability to respond to inquiries and complaints from customer, regulatory agencies, or members of the business community.
- Ability to pass drug screening.
- Ability to reliably and predictably carry out duties.

Equipment and Materials Used

Network computer, personal computer, computer printer, general office equipment, typewriter, calculator, dictionary, personnel policy manual, Code of Iowa, Federal Register, telephone, mobile radio, fax machine, and copier machine.

Supervision

By the nature of this position's wide range of responsibilities and cross-departmental policy governing, this position will supervise employee compliance behaviors and execution of the above functions and procedures encompassed by them, regardless of the employee's direct report.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel, and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl, and talk or hear. The employee regularly lifts and/or moves up 10 pounds, occasionally will lift and/or move 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate. Duties are generally performed in an office setting with a controlled environment. The job requires sitting for extended periods of time, and the work may expose the employee to unpleasant social situations and significant workplace pressure. Position involves attending evening meetings.

The City of Nevada is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act as Amended, the City will provide reasonable accommodations to qualified individuals with disabilities, and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand the duties of this job description and, by signing below, I agree that I can perform the duties of this position with or without reasonable accommodation.

Employee

Date

Department Head

Date

City Administrator

Date

**ESTIMATED TIMELINE FOR
HIRING THE FOLLOWING POSITIONS:**

Finance Director/Assistant City Administrator
City Clerk/Employee Services Director

DATE	EVENT
October 13, 2025	Council approves job descriptions/salary
October 14, 2025	Post positions
November 7, 2025	First review of applications
Week of Nov 17, 2025	Begin interviews
Dec 15, 2025 or before	Start Date



Position Description
Assistant City Administrator/Finance Director

Department: Administration
Reports To: City Administrator
Pay Range: \$89,024.00-\$118,705.60
FLSA: Exempt

Purpose of Position

Under general administrative direction of the City Administrator. The Assistant City Administrator/Finance Director serves in a multifaceted role, supports the City Administrator in daily operations, assisting with policy development, strategic planning, and management of City resources. The position acts as the City's Finance Director, managing all financial operations of the City. Supervises office staff, including training and evaluation of subordinates. In the absence of the City Administrator, fulfills the duties of chief administrative official. Performs other duties as required.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Oversees the administration of all financial operations, including budget preparation, financial reports, payroll, tax payments, and treasury management. Plans, organizes and supervises the operations of the Finance Department, including disbursement and accounting of municipal funds, billing, and preparation of monthly, quarterly and annual reports; supervises staff assisting with these duties.
- Responsible for the preparation and submittal of the City's annual budget/amendments, and state required reports (Annual Budget, TIF Certifications/Reports, Street Finance Report, etc.)
- Works with Municipal Advisor and Bond Counsel on the City's bonds and other financing measures for the City. Ensures all records and filings are completed and updated annually as required.
- Performs duties of City Treasurer as specified in the Code of Iowa and the Nevada Code of Ordinances; is one who prepares daily bank deposits by coding and preparing receipts and deposit slips accurately; maintains the general ledger and accounts payable records in a current, accurate manner; reconciles all bank statements and utility billings on a monthly basis; regularly prepares listing of all bills to be paid for Council approval; prepares checks for signatures as needed; and maintains current records as to customers who have paid utility deposits.
- Assists with the preparation of the budget in cooperation with the City Administrator and Department Heads, including filing it online and with the County Auditor when required.
- Reviews department budget requests for accuracy and justification of resource allocation and expenditures. Monitors the ongoing administration of the budget and reports to the City Administrator and Council as needed.
- Prepares the monthly and annual financial reports for the City Administrator and Council including all required yearly reports such as the Annual Financial Report, Street Finance Report, Budget Amendment, Annual Urban Renewal Report, TIF Certification, Sales Tax, etc.
- Performs fiscal and trend analysis, revenue forecasting, debt service planning, capital budgeting and planning and related financial management tasks in conjunction with the City's Financial Advisor and City Administrator.

- Assists with the annual audit and works directly with the auditing firm conducting the annual audit for the City.
- Plans, schedules, and assigns work activities and job duties to office staff, and promotes a positive work environment for employees and the public being served. Trains and supervises clerical and secretarial staff to provide needed office and accounting services to the City. Audits and reviews the work performed by office staff to assure its accuracy, timeliness, and compliance with governmental requirements.
- Ensures that directives and approved operational policies of the City are enforced, executed, or delegated for compliance. Addresses and, if possible, resolves City Clerk employee grievances in accordance with the established grievance procedure.
- Identifies and pursues grants for the City and its entities.
- Assures that payroll (bi-weekly, semi-monthly and monthly) and all associated reports are processed in a timely manner.
- Administers TIF and Urban Revitalization.
- Maintains current computer system including, but not limited to, backing up files regularly, administering preventive maintenance techniques, keeping inventory of needed supplies and staying up-to-date with new software releases and upgrades.
- Assists the City Administrator and City Clerk in administering the City's benefit package to provide affordable coverage for employees.
- Assists with Union negotiations.
- Assists the City Administrator and City Clerk in the preparation and maintenance of the Personnel Policy Manual.
- Advises the City Administrator of any departmental needs or concerns; including those related to personnel.
- Performs many duties involving confidential data; responsible for informing all staff of legal and ethical issues involved with the use of confidential data.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Represents the City on various regional boards and commissions as directed by the City Administrator.
- Attends workshops and seminars as approved to further develop knowledge, skills, and abilities to maintain, enhance, or achieve certification in various areas of expertise.
- Plans, formulates, and recommends short- and long-range maintenance and capital improvement programs that will improve departmental effectiveness, efficiency and environment.
- Knowledge and experience of supervision including motivation, communication, leadership performance coaching and evaluating staff.
- Recommends and assists with establishing City policies and guidelines for various municipal programs.
- Answers phones and greets persons as necessary.
- Supervises and assists with the maintenance and updating of a variety of reports, files, and records.
- Performs other duties or assumes other responsibilities as apparent or assigned.

Minimum Education or Experience Required

Four to five years related experience and/or training or bachelor's degree from a four-year college or university; or equivalent combination of education and experience. Degree majoring in accounting, business, public administration or related field.

Preferred Education or Experience Required

Five to six years related experience and/or training or bachelor's degree from a four-year college or university and one to two years related experience and/or training; or equivalent combination of education and experience. Bachelor's degree majoring in accounting, business, public administration or related field.

Other Requirements – Certificates/Licensures

- Bondable and eligible for coverage under the City's liability insurance.
- At least three years' experience in a municipal administrative supervisory role or similar experience managing personnel.
- At least two years' experience working with Tax Increment Financing and development agreements.
- Certified Finance Officer or City Clerk through IMFOA, IIMC, or GFOA or experience as a City Administrator/Manager and member of IaCMA/IMMI

Knowledge, Skills, Abilities

- Ability to follow written, verbal, or diagrammatic instructions with several concrete variables.
- Ability to perform arithmetic calculations involving fractions, decimals, and percentages. Ability to work with mathematical concepts such as probability and statistical inference.
- Ability to exercise independent judgment and to use resourcefulness in solving problems.
- Ability to report, write, or edit articles for publication; ability to prepare deeds, contracts, resolutions, or ordinances; ability to have substantial contact with people; ability to evaluate technical data.
- Knowledge of the organization, functions and problems of municipal government; knowledge of the principles and methods of public administration and public finance including taxation and revenue management; knowledge of the principles and practices of accounting.
- Ability to utilize computers for financial and word processing functions, and applicable software applications such as Caselle, Wordpress, Canva, and Microsoft Office
- Comprehensive knowledge of the principles, practices, liabilities, and methods of staff supervision and direction.
- Ability to maintain confidentiality in the performance of duties.
- Considerable knowledge of municipal, County, State and federal community-related statutes.
- Ability to develop policies, plans, and procedures.
- Ability to establish and maintain effective working relationships with the City Administrator, co-workers, elected officials, the press, and the general public.
- Ability to utilize a variety of advisory and design data and information such as meeting agendas, meeting minutes, public notices, bid documents, contracts, sales tax reports, billing statements, bank statements, deeds, easements, financial reports, purchase orders, accounting methods, license applications, employment forms, payroll reports, personnel policies/manuals, City code, ordinances, resolutions, state statutes, computer software operating manual, non-routine correspondence, and inventory reports.
- Ability to work with multiple and concurrent deadlines under pressure.
- Ability to pass drug screening.
- Ability to reliably and predictably carry out duties.

Equipment and Materials Used

Network computer, personal computer, computer printer, general office equipment, typewriter, calculator, dictionary, personnel policy manual, Code of Iowa, Federal Register, telephone, mobile radio, fax machine, and copier machine.

Supervision

This position directly supervises the Finance department team, including the Utility Clerk, Accountant and Deputy City Clerk/Finance and indirectly oversees cross-departmental compliance with financial policies and procedures.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel, and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl, and talk or hear. The employee regularly lifts and/or moves up 10 pounds, occasionally will lift and/or move 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

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The City of Nevada is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act as Amended, the City will provide reasonable accommodations to qualified individuals with disabilities, and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand the duties of this job description and, by signing below, I agree that I can perform the duties of this position with or without reasonable accommodation.

Employee

Date

Department Head

Date

City Administrator

Date

**ESTIMATED TIMELINE FOR
HIRING THE FOLLOWING POSITIONS:**

Finance Director/Assistant City Administrator
City Clerk/Employee Services Director

DATE	EVENT
October 13, 2025	Council approves job descriptions/salary
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Dec 15, 2025 or before	Start Date

RESOLUTION NO. 019 (2025/2026)**A RESOLUTION APPROVING ALLOCATED CAPACITY AGREEMENT FOR
WASTEWATER SERVICES BETWEEN
CITY OF NEVADA, IOWA AND BURKE MARKETING CORPORATION**

WHEREAS, the City of Nevada, Iowa ("City"), and Burke Marketing Corporation, and its parent, subsidiaries, successors and assigns ("Participant") desire to enter into an Allocated Capacity Agreement for Wastewater Services; and

WHEREAS, the City owns, manages, and controls a sewerage system ("Wastewater Treatment System") and these facilities are capable of receiving wastewater from the Participant's production plant within the corporate limits of the City; and

WHEREAS, the Participant is a significant user of the City's Wastewater Treatment System and has requested additional capacity and treatment elements resulting in additional, increased costs for the system; and

WHEREAS, the City and the Participant have mutually agreed to enter into the agreement, Exhibit B attached; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story County, Iowa, does hereby approve the Allocated Capacity Agreement for Wastewater Services with Burke Marketing Corporation, and its parent, subsidiaries, successors and assigns, per attached Exhibit B. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 13th day of October, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

ALLOCATED CAPACITY AGREEMENT FOR WASTEWATER SERVICES

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of October, 2025, by and between the City of Nevada, Iowa, a municipal corporation (hereinafter designated as the "City") and Burke Marketing Corporation, and its parent, subsidiaries, successors and assigns (hereinafter designated as the "Participant"). The City and the Participant are herein collectively referred to as the "Parties," and each individually as a "Party." This Agreement shall become effective upon completion and full operational status of the Treatment Plant (as defined below) (the "Effective Date").

RECITALS

WHEREAS, the City owns, manages, and controls a sewerage system ("Sewerage System"), including interceptor sewers, pumping stations, outfall sewers, wastewater treatment facilities and other appurtenances, and these facilities and appurtenances are capable of receiving wastewater from the Participant's production plant within the corporate limits of the City; and

WHEREAS, in April 2017, the City received a renewed NPDES permit that included nutrient removal requirements causing the City to begin a facility planning process for a new wastewater treatment plant and related infrastructure (the "Treatment Plant") and site acquisition to conform to the new Iowa Department of Natural Resources (the "IDNR") limits; and

WHEREAS, during Participant's investigation of potential sites for expansion, discussions between Nevada and Participant included the prospect of increasing the planned capacity of the Treatment Plant to accommodate Participant's expansion needs; and

WHEREAS, the City and the Participant negotiated and entered into a Development Agreement on August 13, 2020, specifying various terms related to the Participant's expansion in the City and to the construction of the new Treatment Plant; and

WHEREAS, the City borrowed funds by issuing indebtedness through the State of Iowa Revolving Fund in order to finance the engineering, planning, design, construction administration, and construction costs of the Treatment Plant; and

WHEREAS, the City and the Participant have mutually agreed to enter into this Agreement for the purpose of memorializing their agreed-upon terms and for the purpose of continuing their long-term successful relationship.

NOW, THEREFORE, it is agreed by the City and the Participant as follows:

ARTICLE I. DEFINITIONS

As used in this Agreement, unless a different meaning clearly appears from the context:

- A. "BOD" means 5-day biochemical oxygen demand as measured using test procedures approved under 40 CFR 136.

- B. "City Sewer Rates" means the rate structure established by ordinance of the City Council (as it may be amended from time to time pursuant to Article V Paragraph B of this Agreement), which the Parties agree shall initially include the flow rate, Surcharges, and Penalty Charges that will apply to Participant's Industrial Waste set forth in Schedule B. All Surcharges shall be calculated based on the average monthly concentrations applied to the total monthly flow.
- C. "COD" means Chemical Oxygen Demand as measured using test procedures approved under 40 CFR 136.
- D. "Cost Share" means the allocated share of the actual certified total cost of the Treatment Plant agreed to by the Parties.
- E. "Development Agreement" means the agreement between the parties of August 13, 2020, which is attached hereto as Schedule A.
- F. "Facility" means the Participant's facility located at 1516 South D Avenue, Nevada, Iowa 50201.
- G. "Flow" means the wastewater volume discharged to the sewerage system as measured by the permanent or temporary flow rate measurement equipment. Billing for domestic wastewater flow from the Participant's production facility shall be determined separately from this Agreement.
- H. "Industrial Waste" means the liquid waste from the industrial manufacturing processes, trade, or business as distinct from Sanitary Sewage.
- I. "Interference" means, per 40 CFR 403.3 (as amended from time to time), a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:
 - (1) Inhibits or disrupts the Sewerage System, its treatment processes or operations, or its sludge processes, use or disposal; and
 - (2) Therefore is a cause of a exceedance of any requirement of the Sewerage System's NPDES permit (including an increase in the magnitude or duration of an exceedance) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act ("SWDA") (including title II, more commonly referred to as the Resource Conservation and Recovery Act ("RCRA")), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.
- J. "NH₃" means ammonia, as measured using test procedures approved under 40 CFR 136.
- K. "O&G" means oil and grease, as measured using test procedures approved under 40 CFR 136.

L. "Participant's Purchased Capacity" shall mean the following quantity, quality and composition of constituents that the Participant will be entitled to discharge into the sewerage system:

- (1) Flow 700,000 gal./day (calculated on the basis of a maximum daily discharge)
- (2) Flow 500,000 gal./day (calculated on the basis of a monthly average)
- (3) pH The pH of the Participant's wastewater discharge shall not be less than 5.5 or greater than 9.5 (The Participant's pH limit will be reviewed after the City's Treatment Plant is in operation for one (1) year.
- (4) BOD5 10,440 lbs./day (calculated on the basis of a maximum daily discharge)
- (5) BOD5 5,040 lbs./day (calculated on the basis of a monthly average)
- (6) TSS 2,500 lbs./day (calculated on the basis of a maximum daily discharge)
- (7) TSS 950 lbs./day (calculated on the basis of a monthly average)
- (8) TKN 1,100 lbs./day (calculated on the basis of a maximum daily discharge)
- (9) TKN 500 lbs./day (calculated on the basis of a monthly average)
- (10) TP 350 lbs./day (calculated on the basis of a maximum daily discharge)
- (11) TP 200 lbs./day (calculated on the basis of a monthly average)
- (12) O&G 300 mg/l maximum day concentration
- (13) O&G 300 300 mg/l monthly average concentration
- (14) Participant will also be entitled to discharge all of its Sanitary Sewage from its facility into the Sewerage System.

Notwithstanding the foregoing discharge limits, all discharge shall be subject to IDNR review and the City's NPDES permit, as provided in Sections VII.A-B of this Agreement.

M. "Penalty Charge" means a fine or penalty for exceeding Participant's Purchased Capacity flows and loads and is billed in addition to Surcharges. Such Penalty Charges as of the

date hereof are set forth in Schedule F. For the avoidance of doubt, Penalty Charges may be amended by the City Council, subject to Article V Paragraph B of this Agreement.

- N. "Sanitary Sewage" means a combination of water-carried wastes from personal and domestic water uses, such as bathroom and kitchen use, from residences, business buildings, institutions and industrial plants. Stormwater is not allowed to be discharged to the sanitary sewer.
- O. "Sewerage System" means all land, buildings, machinery, interceptor and sewers and other tangible and intangible property, whether now or later owned or used by the City for collecting, transmitting, treating or disposing of Wastewater, but shall not include sewer laterals connecting Users to the sewer mains of the City.
- P. "Surcharge" means a charge for discharge of Industrial Waste with concentrations in excess of normal domestic strength sewage, as set forth in the City Sewer Rates.
- Q. "TKN" means Total Kjeldahl Nitrogen, as measured using test procedures approved under 40 CFR 136.
- R. "TN" means Total Nitrogen, which is the sum of TKN, nitrate and nitrite as measured using test procedures approved under 40 CFR 136.
- S. "TP" means total phosphorus, as measured using test procedures approved under 40 CFR 136.
- T. "TSS" means Total Suspended Solids, as measured using test procedures approved under 40 CFR 136.
- U. "User" means any person, partnership, institution, corporation or other entity or organization, public or private, that discharges Wastewater into the Sewerage System.
- V. "Wastewater" means the combination of Sanitary Sewage and Industrial Waste.

ARTICLE II. COVENANTS RELATING TO OPERATION OF SEWERAGE SYSTEM

- A. The City shall ensure that the Treatment Plant is designed and constructed (a) in a good and workmanlike manner; (b) in accordance with all approved plans, drawings and specifications; (c) with sufficient capabilities to properly treat Participant's Purchased Capacity, in addition to Wastewater from other Users; and (d) in accordance with all applicable federal, state and local laws.
- B. The Treatment Plant will be so designed and constructed as to interconnect the existing Sewerage System to the Participant's production plant. The City agrees to receive the Participant's Purchased Capacity, as discharged to the Treatment Plant upon the Treatment Plant's substantial completion and optimization of all systems at the Treatment Plant.

- C. The City hereby agrees to operate and maintain the Sewerage System and to collect and treat the Wastewater of the Participant in an efficient and economical manner, as determined by the City, in accordance with sound business practices, complying with all statutes, orders, laws, ordinances, rules, regulations and requirements of any governmental body, agency or authority having jurisdiction over the City, the Participant or the Sewerage System. Costs related to operation and maintenance of the Sewerage System will be included in the City's normal operation budget and allocated as part of the cost levied to all Users.
- D. Participant shall sample its Industrial Waste that leaves its facility, consistent with the methods and requirements in this Agreement and the City's NPDES permit.
- E. The City shall indemnify, release, defend and hold harmless Participant, its directors, officers, partners, shareholders, members, managers, owners, agents, employees, guests, invitees, attorneys and representatives, or any of them, from and against civil claims, orders, suits, liabilities, judgments, demands, actions, causes of action, penalties, fines, losses, costs, damages and expenses, including reasonable attorneys' fees and consultant fees ("Claims") arising out of: the construction of the Treatment Plant, including without limitation the negligence or intentional or willful misconduct of the City's construction contractor(s); the operation or failure of the Sewerage System, to the extent caused by an act or omission of the City or its agents; the decommissioning of existing City facilities; and the City's non-compliance with applicable rules and regulations, including its NPDES permit (attached hereto as Schedule C), to the extent caused by an act or omission of the City or its agents. This release and indemnification obligation shall not apply to the negligence or intentional or willful misconduct of the Participant but only to the extent of such divisible or allocable share of such Claims directly attributed to such negligence or intentional or willful misconduct.
- F. The Participant shall indemnify, release, defend and hold harmless the City, its employees, agents, elected officials, agents and representatives, from and against any and all Claims arising out of any property damage or personal injury sustained or claimed to have been sustained to or by any person in connection with the operation or failure of operation of the Sewerage System, to the extent the Claim is the result of any violation by Participant of the Revised Treatment Agreement or this Agreement, including any discharge from the Participant in exceedance of any constituent limitation set forth therein.

ARTICLE III. COLLECTION AND TREATMENT

- A. The Participant has the right to discharge to the Sewerage System in the volumes of Participant's Purchased Capacity to the Sewerage System, and the City shall collect and treat Participant's Wastewater, as set forth in this Agreement. Burke agrees to work with the City to appropriately increase flow to the Treatment Pla that works for their system in order to allow the Sewerage System sufficient time to acclimate to the increased load from Burke

- B. The Participant shall comply, at all times, with all federal, state, and local regulations and ordinances with regard to the discharge of Wastewater into the Sewerage System, including compliance with any prohibited and restricted discharges provided therein. If the City finds the discharge from the Participant to not meet the requirements, the City shall promptly provide written notice to the Participant, which such notice shall set forth any Penalty Charges assessed. The Participant shall determine the source of the improper substance or substances and eliminate, or reduce the amount to an allowable level, of such substance or substances into the City's Sewerage System by whatever means necessary. The Participant shall be responsible for any fines or penalties incurred resulting solely from Participant's (or any agent, representative, or contractor of Participant) noncompliance with federal and state regulations.
- C. If Participant's Wastewater discharge exceeds the Participant's Purchased Capacity in a manner that causes probable and irreparable harm to the Treatment Plant, the City shall immediately notify the Participant. After such notice, the City may restrict Participant's Flow as is necessary to remove any such danger to the Treatment Plant. The Participant shall be solely responsible for any reasonable costs of repair or cleanup, and any fines or penalties incurred, resulting from Participant's excessive Wastewater discharge.
- D. If emergency circumstances arise that cause the City to temporarily limit or reduce the volume of Wastewater load taken from its customers, the volume received from the Participant shall be reduced in the same proportion as to all other industrial and commercial customers of the Sewerage System.
- E. The Participant has constructed a monitoring station to measure the Participant's Industrial Waste parameters discharged at the outfall. The Participant shall maintain the monitoring station in good working order, at its expense. The Participant shall inspect, test and certify the monitoring station for accuracy per the manufacturer's recommended frequency. Participant shall have its flow meter certified annually by an independent third party and provide evidence of such certification to the City upon request. The City shall collect samples and such City-collected samples shall be analyzed by the City or an independent testing laboratory for the constituents that are included in Participant's Purchased Capacity. The sampling method shall be flow proportional, 24-hour composite sampling for all parameters except for oil and grease (O&G) and pH samples. The analysis of these two parameters shall be conducted using grab samples. The City shall deliver copies of all analyses, laboratory reports, flow meter records and IDNR reports regarding Participant discharges to the Sewerage System to the Participant on a regular basis after each monitoring period.

The Participant will sample no fewer than five (5) days per week total, which shall include sampling on one (1) non-production day. The City shall be entitled to direct the independent testing laboratory regarding timing of such sampling. Participant agrees to ensure reasonable access as needed for sample collection, upon no less than two hours' prior notice. Nothing in this Agreement shall prohibit the Participant from sampling more than five (5) days per week.

The Participant shall have the right to observe testing and sampling procedures used by the City at the composite sampler and, at the request of the Participant, split any samples

collected by the City for the Participant's own purposes. The Participant shall have the right to collect its own samples at the testing station. The Participant shall have the option of collecting samples for analysis of the constituents that are included in Participant's Purchased Capacity by an independent testing laboratory. The Participant's laboratory analysis results of such sample collection shall be transmitted directly to the City by the independent laboratory.

The Participant shall record daily flows and provide such records to the City by the Tuesday of the following week.

- F. The Participant shall pay the independent testing laboratory for the analytical laboratory costs incurred by the City to analyze the wastewater samples of the Participant's waste for the sampling and frequency described in Article III, Paragraph E of this Agreement. Bills for laboratory costs shall be transmitted directly from the independent testing laboratory to the Participant for payment.
- G. Monthly average mass discharge used for compliance monitoring purposes shall be calculated as the average of the mass discharges for every day that a sample was collected and analyzed.
- H. The City will, on a monthly basis, submit to the Participant a statement setting forth any Surcharges and Penalty Charges incurred during the preceding billing period together with a copy of the laboratory test reports from the corresponding period.
- I. The City shall have the right of access, during Participant's normal business hours or at any other time reasonably requested by the City, and upon the presentation of proper credentials, to the monitoring equipment used by the Participant for monitoring the quantity and quality of the Wastewater of the Participant being discharged into the Sewerage System. The Participant shall make the City aware of the required sanitary and safety regulations. The intent of this provision is to provide the City with free and unimpeded access, subject to reasonable sanitary and safety regulations of the Participant, to the monitoring equipment.
- J. In the event of an Interference with operation of the City's Sewerage System caused solely by the Participant's discharge in excess of Participant's Purchased Capacity or other wastewater constituent, the Participant agrees to cover the additional operational and maintenance expenses directly resulting from the Interference. Such expenses may include, but are not limited to:
 - (1) Costs of storing, hauling, dumping and disposal of residue or sludge from the Treatment Plant;
 - (2) Power, chemicals, fuel, materials and supplies;
 - (3) Sewer cleaning fees; and
 - (4) Reasonable additional staff time.

- K. In the event Participant is in significant noncompliance, the City must notify Participant in writing of the specific violation(s). Any such notice from the City shall detail the specific events, times and extent of the non-compliance. Participant shall provide City with a written plan as to how Participant intends to correct and eliminate further significant noncompliance. Participant is in "significant noncompliance" if its violation meets any one of the following:
- (1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period exceed (by any magnitude) a numeric pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);
 - (2) Technical Review Criteria (TRC) violations, defined by 40 CFR 403.3(l) as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
 - (3) Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative Standard) that the POTW, as defined by 40 CFR 403.3(l), determines has caused, alone or in combination with other Discharges, Interference or Pass Through (including endangering the health of POTW personnel or the general public);
 - (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge.
- L. In the event Participant is in violation of its Participant's Purchase Capacity limits (either daily or 30-day average limits) or other prohibited discharge, the City shall follow its enforcement procedures found in Nevada City Ordinance Section 95.10 and levy applicable Penalty Charges. Participant agrees to pay all applicable Penalty Charges.

ARTICLE IV. COST SHARE

- A. The Parties agree that for the purpose of calculating the Cost Share, the final actual cost of the Treatment Plant including engineering, planning, design, construction administration, and construction costs shall be \$ 61,262,144.84, as adjusted for, and reconciled with, actual costs once the Treatment Plant construction is complete (the "Final Cost").
- B. The Parties mutually agree that the Participant's Cost Share shall be 42.69% of the Final Cost, which is estimated to be \$26,152,810.00, as adjusted for the calculation of the Final

Cost. The Parties agree that Participant has prepaid, prior to the date hereof, \$816,281.00 of the Participant's Cost Share. The remaining balance of the Participant's Cost Share shall be paid to the City in monthly installments as part of Participant's monthly utility bill. The monthly Cost Share amount will be set forth in Schedule G. Any and all late payments by the Participant shall accrue interest at an annual rate equal to 2% until the payment is received.

- C. Participant's payment of the Cost Share includes the guarantee of Participant's Purchased Capacity. The Participant may transfer or sell any unused portion of the Participant's Purchased Capacity to another user provided the Participant receives the City's prior written consent.
- D. In consideration for payment of Participant's Cost Share, the City is obligated to receive and treat the Participant's Purchased Capacity from the Participant for the life of the Agreement. The City may not transfer, re-allocate, or reduce any portion of the Participant's Purchased Capacity without the Participant's prior written consent.
- E. Additionally, Participant agrees to pay 42.69% of the total cost to decommission the City's pre-existing wastewater treatment facilities that require decommissioning in connection with the construction of the Treatment Plant (the "Decommissioning Cost"). Such payment shall be made in monthly payments, based upon the City's actual Decommissioning Cost incurred in the previous month. Participant's payment shall be due within ten (10) days of invoicing. Upon request from Participant, City, within three days of such request, shall provide Participant with invoices and other evidence of the Decommissioning Cost.

ARTICLE V. SEWER SERVICE RATES

- A. The Participant and City agree that the City Sewer Rates in effect as of the date hereof are designed to charge Participant a combination of monthly flow rate and Surcharges that, in the aggregate and on an annual basis, equal to 54% (which percentage was calculated based upon the Participant's proportionate usage of the Sewerage System in the City's fiscal year 2023) of the City's projected annual budget for operation and maintenance of the Sewerage System after completion of the Treatment Plant. The Participant agrees to pay the wastewater sewer user charges to the City monthly as established by City Code. The City Sewer Rates may be adjusted from time to time, subject to Article V, Paragraph B of this Agreement. For the avoidance of doubt, the Participant shall be charged based on the then-current City Sewer Rates, not based upon a certain percentage of the City's annual operation and maintenance budget.
- B. The City has the right to set the rates for wastewater treatment based on operational costs. The City shall review rates at least annually in accordance with its Financial Policy. The City shall provide actual notice to the Participant of any proposed increases in the City Sewer Rates. If the City needs to change treatment process (such as incorporating Micro C or Ferric Chloride), the City will adjust the City Sewer Rates to cover such costs. Should the City increase or decrease the City Sewer Rates, any such increase or decrease

shall be equally applied to the Participant and other Users. For the avoidance of doubt, the percentage increase or decrease in the City Sewer Rates shall be distributed equally among the Users, and Participant shall not be disproportionately adversely impacted.

ARTICLE VI. TERM OF AGREEMENT

- A. This Agreement shall be for a term of twenty (20) years, unless otherwise terminated as provided herein or until superseded by a new Agreement.
- B. The Participant may terminate this Agreement by written notice to the City of no less than 12 months. Upon the designated date provided in the notice, the Participant shall cease discharging Wastewater to the Sewerage System on the effective date of termination. In the event that Participant is in significant noncompliance and fails to remedy such significant noncompliance within 4 months of written notice, the City may order a show cause hearing, after which the City Council may elect to terminate this Agreement upon 30 days' prior written notice to Participant. However, if, prior to the effective date of the termination, the Participant operates at discharge levels that will cure its significant noncompliance and provides the City with a plan of action to maintain future compliance, the City must postpone such termination notice as long as the Participant operates at discharge levels. If the Participant complies with discharge levels for 60 days, the City must withdraw its termination notice. The City must provide proper advanced notice of such hearing to the Participant.

The Participant shall make payment to the City for any remaining balance of Sewer Service Charges and remaining Participant Cost Share as set forth in Article IV by the effective date of termination.

- C. In the future should the IDNR require the City to comply with more stringent discharge limitations from its Sewerage System and realizing that the IDNR will establish a compliance schedule, the City and Participant will work together to the best of their abilities with the IDNR to obtain an amenable compliance schedule for both Parties to achieve compliance with the more stringent discharge limits. The Parties shall enter into good faith negotiations to modify the City Sewer Rates in order to account for any necessary increased or additional costs and any necessary modification to Participant's Purchased Capacity.
- D. Additional capacity needs caused by future expansion of the Participant's facilities will be addressed through good faith negotiations and a modification to this Agreement as the need arises. However, for the avoidance of doubt, no modification of this Agreement shall be effective unless approved by both Parties, pursuant to Article VII, Paragraph G of this Agreement.

ARTICLE VII. MISCELLANEOUS PROVISIONS

- A. Prior to signing this Agreement, the City and the Participant shall have entered into a Revised Treatment Agreement (IDNR Form 542-3221), attached hereto as Schedule D

("Revised Treatment Agreement") that shall be effective upon the completion of the Treatment Plant. The City has submitted the Revised Treatment Agreement to the IDNR.

- B. The City and the Participant both acknowledge that the IDNR has approved the Revised Treatment Agreement. If (a) the IDNR voids or terminates the Revised Treatment Agreement for any reason, or (b) if the IDNR revokes or refuses to issue the City an NPDES permit or NPDES permit amendment for the Sewerage System that would permit the Participant to discharge the Participant's Purchased Capacity, the Participant and the City shall have the option to either (i) terminate this Agreement upon mutual consent or (ii) negotiate in good faith any modifications to this Agreement and the Revised Treatment Agreement, to the extent necessary to meet IDNR requirements. For the avoidance of doubt, none of the foregoing actions from the IDNR shall negate the City's obligations set forth in Article II, Paragraph A of this Agreement, including constructing the Treatment Plant with sufficient capacity to treat the Participant's Purchased Capacity.
- C. Upon request by either Party to this Agreement, the Parties shall meet to discuss the Parties' respective progress under the Agreement, any issues that have arisen in the Parties' respective performance under the Agreement, and any other issues arising from or related to the Agreement, including the City Sewer Rates.
- D. Pursuant to Iowa Code Chapter 22, the City will keep books, records and accounts in which complete entries shall be made available of all transactions and costs relating to the Sewerage System, and such books and records shall at all reasonable times be subject to inspection and copying by any Party to this Agreement. The City shall also provide to the Participant such information regarding the design or other technical information regarding the Treatment Plant and its Sewerage System as allowed by the governing Professional Services Agreements between the City and its consultants for related work as the Participant may request from time to time.
- E. The City and the Participant warrant that each has the right, title and authority to enter into this Agreement and to perform each and every term, covenant and condition in it.
- F. The City and the Participant agree that this Agreement constitutes the entire understanding of the Parties and that no prior or contemporaneous oral or written understandings of the Parties shall be applicable hereto, except as specifically set forth herein. Nothing in this Agreement shall prohibit the City from adopting and enforcing ordinances, rules or regulations providing for pretreatment of Wastewater, exclusion of Wastewater, or the establishment of Sewer Service Charges periodically, provided that no such action shall affect the Participant's rights hereunder.
- G. Except as otherwise expressly provided, this Agreement may not be amended, changed or modified unless the amendment, change or modification is in writing and signed by both Parties.
- H. All notices, requests, and demands provided hereunder shall be in writing and shall be deemed to have been given if and when (i) sent via electronic mail or (ii) delivered, postage prepaid, by certified or registered mail, to:

(1) City of Nevada
Attention: City Administrator
1209 6th Street
P.O. Box 530
Nevada, IA 50201
Email: jcook@cityofnevadaiaowa.org

(2) Burke Marketing Corporation
Attn: Plant Manager
1516 South D Avenue
Nevada, IA 50201
Email: ARSieren@burkecorp.com

With a copy to:
Hormel Foods Corporation
Attention: Corporate Environmental Engineering
1101 North Main Street
Austin, MN 55912
Email: TERaymond@Hormel.com

With an additional copy to:
Hormel Foods Corporation
Attention: Law Department
1 Hormel Place
Austin, MN 55912
Email: MWClasman@Hormel.com

The Parties acknowledge and agree that correspondence and communications regarding day-to-day operations (invoices, sampling reports, etc.) are not subject to the foregoing notice requirement. The Parties shall notify the other party if contact information has changed.

- I. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns, except as herein limited.
- J. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- K. Claims and disputes of any type between the City and Participant arising out of or relating to this Agreement which cannot be resolved by negotiation between the Parties shall be brought and maintained in the federal courts of the United States of America or the courts of the State of Iowa, in each case located in the City of Des Moines and County of Polk, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

- L. This Agreement shall supersede any previous agreement for wastewater service between the Parties. Until the Effective Date, the Parties agree to continue to operate under the City's NPDES Permit and the December 22, 2003, Wastewater Agreement, as amended, modified, supplemented or superseded by the Iowa Department of Natural Resources Treatment Agreement Form dated November 11, 2024, attached hereto in Schedule E, except with respect to the City Sewer Rates, which shall be effective upon such rates being approved by the City Council and enacted by the City.
- M. Notwithstanding any other provision in this Agreement, neither Party shall be responsible for damages to the other for any failure to comply with this Agreement resulting from an act of God, riot, public calamity, flood, strike, unforeseeable breakdown of the Treatment Plant and/or the Sewerage System, or other event beyond its reasonable control.
- N. The City shall procure and maintain, with respect to the Sewerage System, public liability insurance with policy limits of at least \$2,000,000 and coverage for any and all personal injury, property damage, or other damages sustained in connection with the Treatment Plant, and the operation or failure to operate the Sewerage System, and such other insurance in types and limits ordinarily carried by public entities engaged in similar operations in the State of Iowa. All insurance shall be procured with companies licensed to do business in the State of Iowa and shall be maintained for the term of this Agreement. Pursuant to Iowa Code Chapter 22, and upon request by the Participant, the City shall provide the Participant with certificates of coverage under all insurance policies.
- O. If all or any portion of the Sewerage System is damaged or destroyed by fire or other casualty, the City, unless prohibited by federal or state law, shall repair or replace the damaged or destroyed facility and shall expend all amounts received by the City by reason of such damage or destruction to the facility toward the cost of performing such repairs and replacements.
- P. The City and the Participant agree that this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.
- Q. The City and the Participant agree that the terms in this Agreement are consistent with Section 204(b)(1)(A) of the Federal Clean Water Act and 40 CFR Part 35.2140.
- R. In the event Participant fails to make a monthly payment for their Cost Share, and is delinquent by thirty (30) days or more, in addition any other action set forth herein, the City shall be entitled to assess Participant's Facility for the amount due and owing, which will be collected in the same manner as general property taxes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and the Participant have duly executed this Agreement in duplicate originals as of the date first written above.

CITY OF NEVADA, IOWA

ATTEST:

By _____
Ryan Condon
Mayor

By _____
Kerin Wright
City Clerk

**BURKE MARKETING
CORPORATION**

By _____
Andrew Sieren
Plant Manager

SCHEDULE A

Development Agreement

See attached.

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa, an Iowa municipal corporation (the "City"), and Burke Marketing Corporation, an Iowa corporation (the "Company"), as of the 13th day of August, 2020 (the "Commencement Date").

PREAMBLE.

WHEREAS, the Company has proposed to undertake the expansion (the "Burke Project") of its physical plant, workforce, operations and research and development activities in the City; and

WHEREAS, the Burke Project will be situated on certain real property (the "Development Property"), such property being legally described on Exhibit A hereto; and

WHEREAS, in order for the Company to reasonably consider the City as the site for its expansion, the City has agreed to provide certain economic development and infrastructure support to the Burke Project; and

WHEREAS, the City and the Company have entered into a contract (the "State Agreement") with the Iowa Economic Development Authority and thereby has been granted assistance through the High Quality Jobs Program (the "IEDA HQJ Program") under Part 13 of Chapter 15 of the Code of Iowa, and such program requires a certain level of local government support for the Burke Project (the "Local Contribution Requirement"); and

WHEREAS, the City has engaged in the planning stages of a necessary overhaul of the City's wastewater treatment facilities (the "WWT Project"), such project being necessary without regard for the Burke Project; and

WHEREAS, the WWT Project is currently anticipated to be completed in 2023 at an estimated construction cost of \$51,500,000 as of the 60% design phase and subject to further revision; and

WHEREAS, the Company is currently a significant user of the City's wastewater treatment system, and the Burke Project will necessitate the inclusion of additional capacity and treatment elements for the system resulting in additional, increased costs for the WWT 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; and

WHEREAS, this Agreement has been prepared to set for the mutual understanding of the parties with respect to the undertaking of the Burke Project, the provision of the Local Contribution Requirement, the construction of and cost sharing for the WWT Project and related matters;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT.

A. Company's Representations, Warranties and Covenants.

1. **Representations and Warranties.** The Company represents and warrants that:

a) The Company is a duly formed and maintained Iowa corporation and has capacity to enter into this Agreement and to perform its obligations hereunder.

b) The construction of the Burke Project would not be undertaken by the Company, and, in the opinion of the Company, would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit provided to the Company by the City under this Agreement.

c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of, or compliance with, the terms and conditions of this Agreement is prevented, limited by, or conflicts with, or results in a breach of, the terms, conditions or provisions, or any corporate restriction, or any evidences of indebtedness, agreement, or instrument of whatever nature to which the Company is a party, or by which it is bound or constitutes a default under any of the foregoing.

2. **Project Construction.** At a minimum, the Burke Project shall include construction of the facility expansion as set forth on Exhibit B hereto (the "Minimum Improvements"). The Company has submitted the Site Plan for the development of the Burke Project to the City which was approved by the City. The Company agrees to construct the Burke Project in accordance with the Site Plan. The Burke Project shall be constructed by the Company in accordance with all applicable local, state and Federal regulations governing such facilities and in conformance with such plans and specifications as have been submitted to the City and may be modified from time-to-time in conformity and compliance with all applicable, local land-use regulations. The Company expects to invest approximately \$150,400,000 (which amount may be reduced to the extent of any costs savings on labor or materials versus projection at the planning stage) into the undertaking of the Burke Project, including, but not limited to, construction of the Minimum Improvements, planning and design costs, permits, real estate acquisition, machinery, furnishings, equipment, fixtures, development-period financing and related capital expenditures and increased 3-year research activities.

Company has already commenced the construction of the Minimum Improvements. For purposes of this Agreement, Unavoidable Delays shall include delays, outside the control of the party claiming its occurrence, which are the result of strikes, other labor troubles, shortage of supplies or labor, severe or prolonged bad weather, environmental remediation, failure, Acts of God, fire or other casualty to the Minimum Improvements,

litigation commenced by third parties by injunction or other similar judicial action, or acts of any Federal, state or local governmental unit which directly result in delays (such governmental "acts" shall include, but not be limited to, newly enacted or revised statutes or regulations, or revived statutes or regulations not previously enforced generally).

Subject to Unavoidable Delays and the completion of the City's undertakings contemplated herein (not including the completion of the WWT Project under Section B.5 below), the Company agrees to substantially complete construction of the Burke Project by December 31, 2020 (the "Substantial Completion Date"). The Company agrees for itself, and every successor in interest to the Development Property, or any part thereof, that the Company, and such successors and assigns shall, in good faith, construct and make the Minimum Improvements in accordance with this Agreement.

3. Project Operations and Maintenance. The Company agrees to operate and maintain the completed Burke Project and the Development Property as part of its business operations throughout the Term, as hereinafter defined, of this Agreement.

4. Insurance. The Company, and any successor in interest to the Company, shall obtain and continuously maintain insurance on the Development Property and the completed Burke Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Company must obtain and continuously maintain, provided that the Company shall obtain the insurance described in clause (a) below prior to the commencement of construction of the Burke Project (excluding excavation and footings):

a) Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Burke Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City, as an additional insured, with limits against bodily injury and property damage of not less than \$2,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

c) Workers compensation insurance, with statutory coverage.

All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Company or its successors that are authorized under the laws of the State of Iowa to assume the risks covered by such policies. Unless otherwise provided in this Section, the insurer will not cancel nor make material modifications to the policy without giving written notice to the insured at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Company, or its successors or

assigns, must renew the existing policy or replace the policy with another policy ~~conforming to the provisions of this Section.~~ In lieu of separate policies, the Company or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. The City understands that the Company is self-insured with a \$2 Million retention and is insured for claims above that amount with an excess liability policy.

The Company, its successors or assigns, agrees to notify the City promptly in the case of damage exceeding \$500,000 in amount to, or destruction of the Burke Project resulting from fire or other casualty. Furthermore, subject to the provisions of applicable financing arrangements, the Company further agrees to apply the proceeds from any and all casualty claims against the insurance detailed in this Section to the restoration and improvement of the Development Property and/or the Burke Project.

5. **Property Taxes.** The Company agrees to remit timely payment of all property taxes as will come due with respect to any real estate owned by the Company in the City throughout the Term, as hereinafter defined. Except as expressly provided under Section B.2 of this Agreement, the Company further agrees to take no action whatsoever throughout the Term, as hereinafter defined, to exempt any such real property from Iowa real estate taxes, whether through application for tax exemption, transfer of title to an exempt entity or otherwise.

6. **Employment Requirements.** The Company agrees to establish, and thereafter maintain, (i) by no later than December 31, 2021 ("First Measurement Date"), an employment level of 105 new full-time employees, and (ii) by no later than December 31, 2024 ("Second Measurement Date"), an additional 105 new full-time employees for a total of 210 full-time employees (the "Minimum Jobs Requirement") in connection with the Burke Project in accordance with the terms and conditions set forth in the State Agreement and in this Section A.6. The Company further agrees that by the First Measurement Date, not less than 26 of the new employment positions will have wages and benefits that meet or exceed the minimum standards of the IEDA HQJ Program, and by the Second Measurement Date, not less than 52 of the new employment positions will have wages and benefits that meet or exceed the minimum standards of the IEDA HQJ Program (each, a "High Quality Jobs Requirement").

The Company agrees to submit documentation (the "Jobs Requirement Certification") to the satisfaction of the City by no later than February 15th of each year during the Term, commencing February 15, 2022, demonstrating its compliance with the Minimum Jobs Requirement and the High Quality Jobs Requirement. Each such submission shall demonstrate: (a) the total number of full-time equivalent employees, as defined by Section 261-173.2 of the Iowa Administrative Code, then employed in connection with the Company's operations on the Development Property, as of the December 31st of the immediately preceding calendar year; and (b) wage and benefits information sufficient to demonstrate satisfaction of the High Quality Jobs Requirement. The Company hereby acknowledges that the Minimum Jobs Requirement and the High Quality Jobs Requirement will remain in effect and will not be modified by the terms of the State Agreement.

The Company hereby acknowledges that failure to meet the Minimum Jobs Requirement and/or the High Quality Jobs Requirement will give the City the right to cause a reduction of the Property Valuation Exemption (as hereinafter defined) for one property tax cycle (twelve consecutive months) in a manner set forth on Exhibit E attached hereto. The City will evaluate each Jobs Requirement Certification submitted by the Company on an annual basis and adjust the Property Valuation Exemption accordingly. The City will report any adjustments to the Property Valuation Exemption to the Story County Assessor before April 1st of each year.

7. Company's Indemnification. The Company agrees to indemnify, defend and hold harmless the City, its officers, employees, consultants and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with, and limited to, any of the following:

a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Company's actions in connection with the Burke Project, except for claims, demands, actions, citations or legal proceedings arising or purportedly arising out of the City's obligations herein or the negligent acts, omissions or misconduct of the City's officers, employees, departments, contractors or agents.

b) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Company or successors in interest will insure against in connection with the Burke Project and/or the Development Property, except for claims, demands, actions, citations or legal proceedings arising or purportedly arising out of the negligent acts, omissions or misconduct of the City's officers, employees, departments, contractors or agents.

c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Company or any of its agents in its or their capacity as an employer of a person.

8. Wastewater Treatment Costs. The Company hereby acknowledges that the City has undertaken the study and design of, and will undertake the construction of, the WWT Project, including additional Burke elements as outlined in Exhibit D. The Company acknowledges the benefit that the WWT Project will have for the Company, its current operations and its intended expanded operations. Furthermore, the Company acknowledges that the design process is still underway for the WWT Project and that its scope, description and cost estimates are in flux. The City acknowledges that a WWT Project is necessary despite the Burke Project and agrees that the WWT Project will accommodate Additional Burke Elements. The current understanding of the details of the WWT Project are set forth on Exhibit D to this Agreement. Any changes to elements in Exhibit D will be reflected in a finalized Wastewater Treatment Agreement. The parties agree that once the design elements and end users capacity usage of the WWT Project have been determined, the City and Company will enter into a more technical, detailed contract

(the "Wastewater Treatment Agreement") regarding the treatment of wastewater from the Company's facilities in the City. The Wastewater Treatment Agreement will finalize the details given below which are, at the time of this Agreement, approximated:

Cost Share. The Company agrees that it will bear a percentage (the "Company Baseline Usage Percentage") of the cost (the "Base WWT Project Costs") of the elements of the WWT Project attributable to replacing the City's existing wastewater treatment facility. At the time of a preliminary design meeting between the Company and the City, that percentage was 23.4%, such percentage represents the Company's cost share of the new wastewater treatment facility based on Company loadings at the current operational permit maximum month limits. The Company acknowledges that this percentage will be reasonably adjusted and set forth in the Wastewater Treatment Agreement pending completion of the engineering design analysis with respect to the replacement facility and in consideration of the potential increased usage as a result of the Burke Project. WWT Project design loads and flows have been submitted to the Iowa DNR pursuant to a letter from the Company on February 27, 2019. Updated cost estimates and project parameters will be shared with the Company at a review meeting upon completion of the WWT Project 90% design phase.

The Company acknowledges that the design and bid letting process for the WWT Project will include Additional Burke Elements. Both parties acknowledge that estimates are subject to change as the design process is completed and project bid letting is undertaken. Any changes to these estimates will be memorialized in the Wastewater Treatment Agreement.

B. City's Representations, Warranties and Obligations.

1. Representations and Warranties. The City represents and warrants that:

a) The City has all the powers of a municipal corporation under the laws of the State of Iowa. The City has the authority to enter into this Agreement and to carry out its obligations hereunder.

b) The City has reviewed and approved this Agreement in accordance with the requirements of the Code of Iowa.

2. Property Valuation Exemption. As part of the State Agreement, the City has agreed to contribute certain tax abatements for the Burke Project. The City by and through the resolution approving this Agreement has authorized the granting of the Property Valuation Exemption with respect to the real property valuation (the "Added Valuation") to be added to the Development Property by the undertaking of the Burke Project. The Property Valuation Exemption shall apply to One Hundred percent (100%), unless reduced pursuant to Section A.6 above, of the Added Valuation for a period of ten (10) consecutive years commencing with the year in which the Minimum Improvements

are first fully assessed for property taxation (the "City's Local Contribution Requirement").

The City acknowledges that the Development Property may be partially assessed for property taxation on January 1, 2020 and that the Company will pay property taxes on such partial assessment. The City further acknowledges that it is anticipated that the Development Property may be fully assessed for property taxation as of January 1, 2021; and the Property Valuation Exemption will begin on the date when such property is fully assessed and continue for a period of (10) consecutive years.

To the extent that the Company fails to comply with the requirements of Sections A.3, A.6 and/or A.8 of this Agreement, or any extensions granted by the State pursuant to the State Agreement, the City shall have the right to reduce or terminate the Property Valuation Exemption in accordance with the eligibility and compliance terms of this Agreement.

3. **Construction of South D Avenue.** The City has applied for and been granted a R.I.S.E. Grant for the proposed construction of South D Avenue (the "**South D Avenue Project**") from S. 11th Street to S. 14th Street. The City has undertaken the construction of South D Avenue in calendar year 2019. The project was substantially completed in November 2019 and fully completed in April 2020.

4. **Certificate of Completion.** Upon completion of construction of the Burke Project by the Company in accordance with the terms of this Agreement, the City shall furnish to the Company an appropriate completion certificate (the "Completion Certificate"), in substantially the form contained in Exhibit C hereto, so certifying. Within 30 days after written request by the Company, City shall provide to the Company such certification or a written statement providing in adequate detail, the manner in which the Company has failed to construct the Burke Project in accordance with this Agreement, or otherwise in default in the performance of its obligation(s) hereunder, and the measure(s) or action(s) that must be taken to construct the Burke Project in accordance with this Agreement or cure such default.

5. **WWT Project.** The City agrees to undertake the construction of the WWT Project, including Additional Burke Elements, in accordance with the timeline and details set forth on Exhibit D hereto. At the time of initial execution of this Agreement, the details set forth on Exhibit D are preliminary and evolving with engineers representing the City consulting the Company in the design process. Any changes to elements in Exhibit D will be reflected in a finalized Wastewater Treatment Agreement.

6. **City's Indemnification.** The City agrees that it will indemnify, defend, and hold harmless Company, its officers, employees, contractors and agents, from and against any and all claims or causes of action arising or purportedly arising out of the actions of the City in connection with the City's activities in Section B.3 and B.5 above, except for amounts owed under Section A.8 above and the Wastewater Treatment Agreement, claims or causes of action arising or purportedly arising out of the negligent acts or omissions of the Company's officers, employees, contractors or agents.

C. Administrative Provisions

1. Amendment and Assignment. This Agreement may not be amended or assigned by either party without the written consent of the other Party.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. It is intended that this Agreement shall run with the Development Property and shall be promptly recorded in the real property records in the office of the Story County Recorder following due authorization and execution by the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on December 31 of the tenth and final year of the Property Valuation Exemption as set forth in 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.

5. Further Assurances. The City and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the property described herein or the Burke Project, or for carrying out the expressed intention of this Agreement.

6. Notices. Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Company to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- a) In the case of the Company, is addressed to or delivered personally to:

Burke Marketing Corporation
Attention: Chad Randick
1516 South D Avenue
Nevada, IA 50201

with a copy to:

Hormel Foods Corporation
attn.: General Counsel
1 Hormel Place
Austin, MN 55912

- ii) In the case of City, is addressed to or delivered personally to City Administrator, City Hall, 1209 6th Street, Nevada, Iowa 50201.

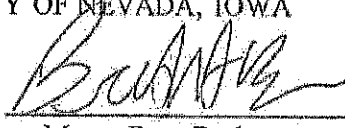
iii) Either Party may upon written notice to the other Party, change the address to which such notices and demands are made.

7. Counterparts. This Agreement is executed in any number of counterparts, each of which when taken together shall constitute one and the same instrument.

8. Titles of Sections and Preamble. Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of its provisions. The facts and definitions set forth in the preamble hereof are, however, binding terms of the contract and enforceable against both parties hereto.

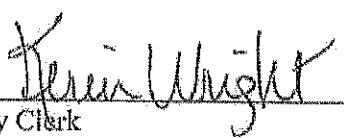
The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

By: 

Mayor Brett Barker

Attest:


City Clerk

BURKE MARKETING CORPORATION

By: 

Chad Randick, President



STATE OF IOWA)

) ss.

COUNTY OF STORY)

The foregoing instrument was acknowledged before me this 19th day of August, 2020, by Brett Barker and Kerin Wright, the Mayor and City Clerk respectively, of the City of Nevada, Iowa, a municipal corporation and political subdivision of the State of Iowa, on behalf of the City.



A handwritten signature in cursive script that reads "Donna Mosinski".

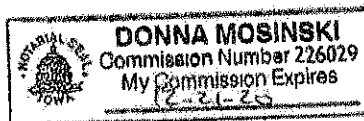
Notary Public

STATE OF IOWA)

) ss.

COUNTY OF STORY)

The foregoing instrument was acknowledged before me this 19th day of August, 2020, by Chad Randick, of Burke Marketing Corporation, an Iowa corporation.



A handwritten signature in cursive script that reads "Donna Mosinski".

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY:

Certain real property situated in the City of Nevada, County of Story, State of Iowa more particularly described follows:

A parcel of land located in and forming a part of LOT 6 of SMITH AND FAWCETT SUBDIVISION, PARCEL "A", PARCEL

"B" and PARCEL "D" of the South Half of the Southeast Quarter of Section 8, LOT 1 of HILDRETH ADDITION, part of the Northeast Quarter of the Northeast Quarter of Section 17, all in Township 83 North, Range 22 West of the 5th P.M., City of Nevada, Story County, Iowa, more particularly described as follows:

Commencing at the South Quarter Corner of Section 8, Township 83 North, Range 22 West of the 5th P.M., City of Nevada, Story County, Iowa; thence North 89°50'58" West along the South Line of the Southeast Quarter of the Southeast Quarter of said Section 8, a distance of 250.34 feet to the Point of Beginning and the Easterly Corner of PARCEL "C", as recorded in Instrument No. 12-06682 of the Story County Recorder's Office; thence South 73°20'12" West along the South Line of said PARCEL "C" and the North Right-of-Way Line of U.S. Highway 30, a distance of 275.58 feet to the Southwest Corner of said PARCEL "C"; thence Southwesterly along a curve concave Northwesterly having a radius of 5842.00 feet, an arc length of 502.42 feet, a chord length of 502.26 feet and a chord bearing of South 73°46'35" West along the North Right-of-Way Line of U.S. Highway 30; thence South 71°21'21" West along the North Right-of-Way Line of U.S. Highway 30, a distance of 334.65 feet to a point on the East Line of LOT 1 of HILDRETH ADDITION, an Official Plat, now included in and forming a part of the City of Nevada, Story County, Iowa; thence continuing South 71°21'21" West along the North Right-of-Way Line of U.S. Highway 30, a distance of 363.76 feet to a point on the West Line of said LOT 1; thence North 00°10'55" East along the West Line of said LOT 1, a distance of 405.08 feet to a point on the South Right-of-Way Line of South "D" Avenue; thence North

89°42'31" East along the South Right-of-Way Line of South "D" Avenue, a distance of 68.94 feet to the Southwest Corner of PARCEL "B", as recorded in Instrument No. 02-03343 of the Story County Recorder's Office; thence North 00°20'41" East along the West Line of said PARCEL "B", a distance of 66.00 feet to the Northwest Corner of said PARCEL "B"; thence Northwesterly along a curve concave Southwesterly having a radius of 25.00 feet, an arc length of 39.40 feet, a chord length of 35.45 feet and a chord bearing of North 45°08'21" West along the West Line of LOT 6 of SMITH AND FAWCETT SUBDIVISION, an Official Plat, now included in and forming a part of the City of Nevada, Story County, Iowa, and the East Right-of-Way Line of South 14th Street; thence North 00°00'46" East along the West Line of said LOT 6 and the East Right-of-Way Line of South

14th Street, a distance of 450.67 feet; thence Northeasterly along a curve concave Northwesterly having a radius of 25.00 feet, an arc length of 39.17 feet, a chord length of 35.28 feet and a chord bearing of North 44°53'45" East along the West Line of said LOT 6 and the East Right-of-Way Line of South 14th Street to a point on the North Line of said LOT 6 and the South

Right-of-Way Line of South "B" Avenue; thence North 89°46'44" East along the North Line of said LOT 6 and the South

Right-of-Way Line of South "B" Avenue, a distance of 905.99 feet; thence South 81°26'40" East along the North Line of said LOT 6 and the South Right-of-Way Line of South "B" Avenue, a distance of 289.72 feet to a point on the East Line of said LOT 6; thence South 00°00'11" West along the East Line of said LOT 6 and the East Line of PARCEL "A", as recorded in Instrument No. 02-03343 of the Story County Recorder's Office, a distance of 490.26 feet to a point on the North Line of said PARCEL

"C" and the Southeast Corner of PARCEL "A" thence North 89°50'58" East along the North Line of said PARCEL "C", a distance of 145.07 feet to the Point of Beginning, containing 21.50 Acres, subject to all easements, covenants and restrictions of record.

EXHIBIT B

DETAILS OF BURKE PROJECT/MINIMUM IMPROVEMENTS

Construct a 200,000 square foot plant expansion to increase utilization of the current Nevada, IA manufacturing site. Proposed expansion would be connected to the existing Nevada plant. Proposed expansion would include building, equipment, receiving & shipping areas, dry storage, freezer, welfare areas, boiler room, ammonia refrigeration, CO2 storage, storm water retention, parking, as well as wastewater & grease handling investments and other needed infrastructure and processing support.

EXHIBIT C

COMPLETION CERTIFICATE:

CERTIFICATE OF COMPLETION

WHEREAS, the City of Nevada, (the "City") and Burke Marketing Corporation (the "Company"), did on or about the ____ day of _____, 2020, make, execute and deliver, each to the other, a Development Agreement (the "Agreement"), wherein and whereby the Company agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City, defined in said Agreement as the Development Property; and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property and obligated the Company to construct certain Minimum Improvements, as defined therein, in accordance with the Agreement; and

WHEREAS, the Company agrees that, to the present date, said covenants and conditions are met insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section B.4 of the Agreement, this certifies that all covenants and conditions of the Agreement with respect to the obligations of the Company to construct the Minimum Improvements on the Development Property have been completed and performed satisfactorily by the Company. All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

City of Nevada, Iowa

By: _____,
_____, Mayor

ATTEST:

By: _____
Kerin Wright, City Clerk

EXHIBIT D

DETAILS OF WWT PROJECT AND ADDITIONAL BURKE ELEMENTS

Project Description

This project shall construct: a new sanitary sewer lift station and force main at the existing wastewater treatment plant site; new gravity interceptor sewer; and new wastewater treatment facility. These facilities shall convey and treat the combined domestic, commercial, and industrial wastewaters for the City of Nevada.

The combined wastewater shall be conveyed from the existing wastewater treatment plant site via lift station and related force main(s) to a gravity interceptor sewer with ultimate disposal at a new wastewater treatment facility approximately 3.5 miles south of the City.

The wastewater treatment processes shall consist of: preliminary treatment including, screening and grit removal; enhanced biological phosphorus removal process secondary treatment; secondary clarification; ultraviolet disinfection of secondary effluent; aerobic digestion for solids treatment and stabilization; liquid biosolids storage; land application of biosolids. Screenings residuals shall be landfilled. Grit residuals shall be either beneficially repurposed or landfilled.

Company Design Wastewater Parameters

Table E-1 lists the wastewater design flows and loads as provided by the Company's engineering consultant on February 27, 2019. These values are the basis for the Company's design flows and loads as submitted to and approved by the Iowa DNR.

Table E-1 Company Wastewater Design Flows and Loads											
Flow, MGD		cBOD, lbs/d		BOD, lbs/d		TSS, lbs/d		TKN, lbs/d		P, lbs/d	
30-d Avg.	Daily Max.	30-d Avg.	Daily Max.	30-d Avg.	Daily Max.	30-d Avg.	Daily Max.	30-d Avg.	Daily Max.	30-d Avg.	Daily Max.
0.50	0.70	4,200	8,700	5,040	10,440	950	2,500	500	1,110	200	350

Tentative Project Timeline

WWTF Design – 90% completion milestone	August 2020
WWTF Design Completion	October 2020
WWTF Bidding	February 2021
LS & Interceptor Sewer Design Completion	June 2021
WWTF – Start Construction	July 2021
LS & Interceptor Sewer Bidding	October 2021
LS & Interceptor Sewer – Start Construction	January 2022
WWTF – Complete Construction	November 2023
LS & Interceptor Sewer – Complete Construction	November 2023

EXHIBIT E

Pursuant to Section B.2 of the Agreement, it is understood that if the Minimum Improvements are first fully assessed for property taxation in tax year 2020, for taxes payable in 2021, the increase in taxes related to the Minimum Improvements will be 100% abated without a Minimum Jobs Requirement or High Quality Jobs requirement and this will be year 1 of 10 for abatement purposes. If the Minimum Improvements are first fully assessed for property taxation in tax year 2021 or later, the year in which the Minimum Improvements are fully assessed will become year 1 of 10 of abatement.

For reference purposes, the baseline for measuring the new jobs created is the "Employment Base" set forth in the State Agreement, which consisted of 339 full-time employees in existence before the state award was made. There were 83 High-Quality Jobs positions in existence before the state award was made. Measurement of the Minimum Jobs Requirement and High Quality Jobs Requirement will be made against this employment base as outlined in the State Agreement.

(1) Subject to item (4) below, for the years commencing January 1, 2021, and ending December 31st of 2021, 2022 and 2023 the following will apply:

- (a) For each employee shortfall compared to the applicable Minimum Jobs Requirement for those periods (105 new full-time employees), the City will have the right to reduce the Property Valuation Exemption by 100 basis points, or 1.0% per employee shortfall with respect to that year.
- (b) For every employee shortfall compared to the applicable High Quality Jobs Requirement for those periods (26 total High Quality Jobs), the City will have the right to reduce the Property Valuation Exemption by 200 basis points, or 2.0% per employee shortfall with respect to that year.

(2) Subject to items (3) and (4) below, for the following years, commencing January 1, 2024 and ending December 31st 2024 through the tenth and final year of the Property Valuation Exemption as set forth in Section B.2 of the Agreement, the following will apply:

- (a) For each employee shortfall compared to the applicable Minimum Jobs Requirement for those periods (210 total new full-time employees), the City will have the right to reduce the Property Valuation Exemption by 50 basis points, or 0.50% per employee shortfall with respect to that year. In the event that item 3(a) below applies for the given year, the penalty in this item (2)(a) will not apply.
- (b) For every employee shortfall compared to the applicable High Quality Jobs Requirement for those periods (52 total High Quality Jobs), the City will have the right to reduce the Property Valuation Exemption by 200 basis points, or 2% per employee shortfall with respect to that year. In the event that item 3(b) below applies for the given year, the penalty in this item (2)(b) will not apply.

- (3) Subject to item (4) below, commencing January 1, 2024 and ending December 31, of the tenth and final year of the Property Valuation Exemption as set forth in Section B.2 of the Agreement, the following will apply:
- (a) failure to meet the Minimum Jobs Requirement for three (3) consecutive years (beginning with year ending December 31, 2024), by more than 20 employees each year, will give the City the right to impose a shortfall penalty of two (2) times the calculated shortfall percentage for that given year. This shortfall penalty would be in place of the penalty in (2)(a) above, and is the only shortfall penalty that could apply for that year with respect to a Minimum Jobs Requirement shortfall.
 - (b) failure to meet the High Quality Jobs Requirement for three (3) consecutive years (beginning with year ending December 31, 2024), by more than 5 employees each year, will give the City the right to impose a shortfall penalty of two (2) times the calculated percentage for that given year. This shortfall penalty would be in place of the penalty in (2)(b) above, and is the only shortfall penalty that could apply for that year with respect to a High Quality Jobs Requirement shortfall.
- (4) If the Company falls short in both the Minimum Jobs Requirement and the High Quality Jobs requirement in a given year, the higher shortfall penalty of the two calculations for the given year may be used for modification purposes, but the penalties will not be combined. The shortfall penalty will be based on only the highest percentage calculation of the two.

SCHEDULE B

City Sewer Rates

See attached.

Schedule B is subject to revision of the City Council. Sewer rates shall comply with the then current City Ordinance.

SCHEDULE C

NPDES Permit

See attached.

IOWA DEPARTMENT OF NATURAL RESOURCES
National Pollutant Discharge Elimination System (NPDES) Permit

OWNER NAME & ADDRESS

CITY OF NEVADA
CITY HALL, 1209 6TH STREET
NEVADA, IA 50201

FACILITY NAME & ADDRESS

NEVADA CITY OF WWTP
62512 270TH STREET
Nevada, IA 50201

Section 1, T82N, R21W
Story County

IOWA NPDES PERMIT NUMBER: 8562002

DATE OF ISSUANCE: 05/01/2025

DATE OF EXPIRATION: 04/30/2030

YOU ARE REQUIRED TO FILE FOR RENEWAL

OF THIS PERMIT BY: 11/01/2029

EPA NUMBER: IA0053648

This permit is issued pursuant to the authority of section 402(b) of the Clean Water Act (33 U.S.C. 1342(b)), Iowa Code section 455B.174, and rule 567-64.3, Iowa Administrative Code. You are authorized to operate the disposal system and to discharge the pollutants specified in this permit in accordance with the effluent limitations, monitoring requirements and other terms set forth in this permit.

Pursuant to rule 561-7.4, Iowa Administrative Code, you may appeal any condition of this permit by filing a written notice of appeal and request for administrative hearing with the director of the department within 60 days of permit issuance.

Any existing, unexpired Iowa operation permit or Iowa NPDES permit previously issued by the department for the facility identified above is revoked by the issuance of this permit. This provision does not apply to any authorization to discharge under the terms and conditions of a general permit issued by the department or to any permit issued exclusively for the discharge of stormwater.

FOR THE DEPARTMENT OF NATURAL RESOURCES

Digitally signed by Ben Hucka
Date: 2025.04.28 10:58:47 -05'00'

By Ben Hucka

Ben Hucka
NPDES Section, Environmental Services Division

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Outfall No.: 001 DISCHARGE FROM AN OXIDATION DITCH WASTEWATER TREATMENT FACILITY

Receiving Stream: WEST BRANCH INDIAN CREEK

Route of Flow: WEST BRANCH INDIAN CREEK

Class A2 waters are secondary contact recreational use waters in which recreational or other uses may result in contact with the water that is either incidental or accidental. During the recreational use, the probability of ingesting appreciable quantities of water is minimal. Class A2 uses include fishing, commercial and recreational boating, any limited contact incidental to shoreline activities and activities in which users do not swim or float in the water body while on a boating activity.

Waters designated Class B(WW2) are those in which flow or other physical characteristics are capable of supporting a resident aquatic community that includes a variety of native nongame fish and invertebrate species. The flow and other physical characteristics limit the maintenance of warm water game fish populations. These waters generally consist of small perennially flowing streams.

Bypasses from any portion of a treatment facility or from a sanitary sewer collection system designed to carry only sewage are prohibited.

Facility Name: NEVADA CITY OF WWTP
 Permit Number: 8562002

Effluent Limitations:

You are prohibited from discharging pollutants except in compliance with the following effluent limitations:

001 DISCHARGE FROM AN OXIDATION DITCH WASTEWATER TREATMENT FACILITY

Outfall: 001 Effective Dates: 05/01/2025 to 04/30/2030

Parameter	Season	Limit Type	Limits
CBOD5			
	Yearly	7 Day Average	40 MG/L 1007 LBS/DAY
	Yearly	30 Day Average	25 MG/L 630 LBS/DAY
TOTAL SUSPENDED SOLIDS			
	Yearly	7 Day Average	45 MG/L 1133 LBS/DAY
	Yearly	30 Day Average	30 MG/L 756 LBS/DAY
ACUTE TOXICITY, CERIODAPHNIA			
	Yearly	Daily Maximum	1 NO TOXICITY
ACUTE TOXICITY, PIMEPHALES			
	Yearly	Daily Maximum	1 NO TOXICITY
DISSOLVED OXYGEN			
	Yearly	Daily Minimum	5.0 MG/L
PH			
	Yearly	Daily Maximum	9.0 STD UNITS
	Yearly	Daily Minimum	6.5 STD UNITS
E. COLI			
	MAR	Geometric Mean	211 #/100 ML
	APR	Geometric Mean	211 #/100 ML
	MAY	Geometric Mean	211 #/100 ML
	JUN	Geometric Mean	211 #/100 ML
	JUL	Geometric Mean	211 #/100 ML
	AUG	Geometric Mean	211 #/100 ML
	SEP	Geometric Mean	211 #/100 ML
	OCT	Geometric Mean	211 #/100 ML
	NOV	Geometric Mean	211 #/100 ML

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Outfall: 001 Effective Dates: 05/01/2025 to 04/30/2030

Parameter	Season	Limit Type	Limits
AMMONIA NITROGEN (N)			
	JAN	30 Day Average	3.5 MG/L 87.6 LBS/DAY
	JAN	Daily Maximum	15.2 MG/L 382.8 LBS/DAY
	FEB	30 Day Average	4.1 MG/L 101.6 LBS/DAY
	FEB	Daily Maximum	14.2 MG/L 357.8 LBS/DAY
	MAR	30 Day Average	3.5 MG/L 87.5 LBS/DAY
	MAR	Daily Maximum	14.7 MG/L 370.1 LBS/DAY
	APR	30 Day Average	1.6 MG/L 39.2 LBS/DAY
	APR	Daily Maximum	15.7 MG/L 395.7 LBS/DAY
	MAY	30 Day Average	1.8 MG/L 44.7 LBS/DAY
	MAY	Daily Maximum	15.2 MG/L 382.7 LBS/DAY
	JUN	30 Day Average	1.4 MG/L 33.7 LBS/DAY
	JUN	Daily Maximum	12.7 MG/L 292.2 LBS/DAY
	JUL	30 Day Average	1.0 MG/L 25.8 LBS/DAY
	JUL	Daily Maximum	8.8 MG/L 199.0 LBS/DAY
	AUG	30 Day Average	1.0 MG/L 24.5 LBS/DAY
	AUG	Daily Maximum	8.2 MG/L 186.4 LBS/DAY
	SEP	30 Day Average	1.1 MG/L 27.2 LBS/DAY
	SEP	Daily Maximum	11.3 MG/L 256.9 LBS/DAY
	OCT	30 Day Average	1.6 MG/L 40.0 LBS/DAY
	OCT	Daily Maximum	15.7 MG/L 395.7 LBS/DAY
	NOV	30 Day Average	2.4 MG/L 59.7 LBS/DAY
	NOV	Daily Maximum	14.7 MG/L 370.1 LBS/DAY
	DEC	30 Day Average	2.6 MG/L 63.6 LBS/DAY
	DEC	Daily Maximum	16.0 MG/L 402.2 LBS/DAY

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Monitoring and Reporting Requirements

- (a) Samples and measurements taken shall be representative of the volume and nature of the monitored wastewater.
- (b) Analytical and sampling methods specified in 40 CFR Part 136 or other methods approved in writing by the department shall be utilized. All effluent samples for which a limit applies must be analyzed using sufficiently sensitive methods (i.e. testing procedures) approved under 567 IAC Chapter 63 and 40 CFR Part 136 for the analysis of pollutants or pollutant parameters or as required under 40 CFR chapter I, subchapter N or O.

For the purposes of this paragraph, an approved method is sufficiently sensitive when:

- (1) the method minimum level (ML) is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or
- (2) the method has the lowest ML of the approved analytical methods for the measured pollutant or pollutant parameter.

Samples collected for operational testing need not be analyzed by approved analytical methods; however, commonly accepted test methods should be used.

- (c) You are required to report all data including calculated results needed to determine compliance with the limitations contained in this permit. The results of any monitoring not specified in this permit performed at the compliance monitoring point and analyzed according to 40 CFR Part 136 shall be included in the calculation and reporting of any data submitted in accordance with this permit. This includes daily maximums and minimums, 30-day averages and 7-day averages for all parameters that have concentration (mg/l) and mass (lbs/day) limits. In addition, flow data shall be reported in million gallons per day (MGD).

- (d) Records of monitoring activities and results shall include for all samples: the date, exact place and time of the sampling; the dates the analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.

- (e) Results of all monitoring shall be recorded on forms provided by, or approved by, the department, and shall be submitted to the appropriate regional field office of the department by the fifteenth day following the close of the reporting period. Your reporting period is on a MONTHLY basis, ending on the last day of each reporting period.

- (f) Operational performance monitoring for treatment unit process control shall be conducted to ensure that the facility is properly operated in accordance with its design. The results of any operational performance monitoring need not be reported to the department, but shall be maintained in accordance with rule 567 IAC 63.2 (455B). The results of any operational performance monitoring specified in this permit shall be submitted to the department in accordance with these reporting requirements.

- (g) Chapter 63 of the rules provides you with further explanation of your monitoring requirements.

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Outfall	Wastewater Parameter	Sample Frequency	Sample Type	Monitoring Location
The following monitoring requirements shall be in effect from 05/01/2025 to 04/30/2030				
001	BIOCHEMICAL OXYGEN DEMAND (BOD5)	3 TIMES PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	FLOW	7/WEEK OR DAILY	24 HOUR TOTAL	RAW WASTE
001	NITROGEN, TOTAL (AS N)	1 TIME PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	NITROGEN, TOTAL KJELDAHL (AS N)	1 EVERY MONTH	24 HOUR COMPOSITE	RAW WASTE
001	PH	3 TIMES PER WEEK	GRAB	RAW WASTE
001	PHOSPHORUS, TOTAL (AS P)	1 TIME PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	TEMPERATURE	3 TIMES PER WEEK	GRAB	RAW WASTE
001	TOTAL SUSPENDED SOLIDS	3 TIMES PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	ACUTE TOXICITY, CERIODAPHNIA	1 EVERY 12 MONTHS	24 HOUR COMPOSITE	FINAL EFFLUENT
001	ACUTE TOXICITY, PIMEPHALES	1 EVERY 12 MONTHS	24 HOUR COMPOSITE	FINAL EFFLUENT
001	AMMONIA NITROGEN (N)	3 TIMES PER WEEK	24 HOUR COMPOSITE	FINAL EFFLUENT
001	CBOD5	3 TIMES PER WEEK	24 HOUR COMPOSITE	FINAL EFFLUENT
001	DISSOLVED OXYGEN	3 TIMES PER WEEK	GRAB	FINAL EFFLUENT
001	E. COLI	GEO. MEAN 1/3 MONTHS	GRAB	FINAL EFFLUENT
001	NITROGEN, TOTAL (AS N)	1 TIME PER WEEK	24 HOUR COMPOSITE	FINAL EFFLUENT
001	PH	5 TIMES PER WEEK	GRAB	FINAL EFFLUENT
001	PHOSPHORUS, TOTAL (AS P)	1 TIME PER WEEK	24 HOUR COMPOSITE	FINAL EFFLUENT
001	TEMPERATURE	3 TIMES PER WEEK	GRAB	FINAL EFFLUENT
001	TOTAL SUSPENDED SOLIDS	3 TIMES PER WEEK	24 HOUR COMPOSITE	FINAL EFFLUENT

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Special Monitoring Requirements

Outfall # Description

001 E. COLI

The limit for E. coli specified in the limit pages of this permit is a geometric mean. The disinfection season is established in the Iowa Administrative Code, Subparagraph 567 IAC 61.3(3)"a"(1), and is in effect from March 15 to November 15. Any disinfection system (chlorine, UV light, etc.) shall be operated to comply with the limit during the entire disinfection season.

The facility must collect and analyze a minimum of five samples in one calendar month during each 3-month period from March 15 to November 15. The 3-month periods are March – May, June – August, and September – November. The collection of five samples in each 3-month period will result in a minimum of 15 samples being collected during a calendar year. For example, for the first 3-month period, the operator may choose April as the calendar month to collect the 5 individual E. coli samples to determine compliance with the limits. The operator may also choose the months of March or May as well, as long as each of the 5 samples is collected during a single calendar month. The same principle applies to the other two 3-month periods during the disinfection season. The following requirements apply to the individual samples collected in one calendar month:

Samples must be spaced over one calendar month.

No more than one sample can be collected on any one day.

There must be a minimum of two days between each sample.

No more than two samples may be collected in a period of seven consecutive days.

If the effluent has been disinfected using chlorine, ultraviolet light (UV), or any other process intended to disrupt the biological integrity of the E. coli, the samples shall be analyzed using the Most Probable Number method found in Standard Method 9223B (Colilert® or Colilert-18® made by IDEXX Laboratories, Inc.). If the effluent has not been disinfected the samples may be analyzed using either the MPN method above or EPA Method 1603: Escherichia coli (E. coli) in water by membrane filtration using modified membrane-thermotolerant E. coli agar (modified mTEC) or mColiBlue-24® made by the Hach Company.

The geometric mean must be calculated using all valid sample results collected during a month. The geometric mean formula is as follows:
$$\text{Geometric Mean} = (\text{Sample one} * \text{Sample two} * \text{Sample three} * \text{Sample four} * \text{Sample five} * \dots * \text{Sample N})^{1/N}$$

which is the Nth root of the result of the multiplication of all of the sample results where N = the number of samples. If a sample result is a less than value, the value reported by the lab without the less than sign should be used in the geometric mean calculation.

CBOD5

If the CBOD5 sample is taken post disinfection, the sample must be seeded at the laboratory prior to analysis.

NITROGEN, TOTAL (AS N)

Total nitrogen shall be determined by testing for Total Kjeldahl Nitrogen (TKN) and nitrate + nitrite nitrogen and reporting the sum of the TKN and nitrate + nitrite results (reported as N). Nitrate + nitrite can be analyzed together or separately.

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

ADDITIONAL OPERATING, MONITORING AND REPORTING REQUIREMENTS

In addition to the monitoring requirements specified elsewhere in this permit, you shall collect samples of the final effluent from outfall 001 on days when the plant is operating normally to complete the NPDES permit application. Form 30, Part A (Questions 18 and 19) and Form 30, Part B (3 separate pollutant scans) shall be completed. The samples you collect must be representative of the actual discharge and shall be analyzed using sufficiently sensitive methods (i.e., testing procedures) approved under 567 IAC Chapter 63 and 40 CFR Part 136.

The lab reports with the analytical results shall be submitted to the email address below no later than May 1, 2026. The analytical results will be evaluated and the department will reopen this permit if it is determined that there is a reasonable potential for the discharge to cause or contribute to a water quality standards violation.

npdes.mail@dnr.iowa.gov

Subject: Additional Monitoring (8562002)

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Significant Industrial User Discharges:

Significant Industrial User: Burke Corporation

Outfall # Outfall Description

001 Wastewater from meat processing after pretreatment and prior to discharge to the city sanitary sewer.

Significant Industrial User Effluent Limitations

You are prohibited from discharging pollutants except in compliance with the following effluent limitations:

Burke Corporation			
Outfall: 001 Effective Dates: 05/01/2025 to 04/30/2030			
<u>Parameter</u>	<u>Season</u>	<u>Limit Type</u>	<u>Limit Values</u>
FLOW			
	Yearly	30 Day Average	0.5000 MGD
	Yearly	DAILY MAXIMUM	0.7000 MGD
BIOCHEMICAL OXYGEN DEMAND (BOD5)			
	Yearly	30 Day Average	5040 LBS/DAY
	Yearly	DAILY MAXIMUM	10440 LBS/DAY
TOTAL SUSPENDED SOLIDS			
	Yearly	30 Day Average	950 LBS/DAY
	Yearly	DAILY MAXIMUM	2500 LBS/DAY
NITROGEN, TOTAL KJELDAHL (AS N)			
	Yearly	30 Day Average	500 LBS/DAY
	Yearly	DAILY MAXIMUM	1100 LBS/DAY
OIL AND GREASE			
	Yearly	30 Day Average	300 MG/L
	Yearly	DAILY MAXIMUM	300 MG/L
PH			
	Yearly	DAILY MAXIMUM	9.5 STD UNITS
	Yearly	DAILY MINIMUM	5.5 STD UNITS

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Monitoring and Reporting Requirements

- (a) Samples and measurements taken shall be representative of the volume and nature of the monitored wastewater.
- (b) Analytical and sampling methods specified in 40 CFR Part 136 or other methods approved in writing by the department shall be utilized. All effluent samples for which a limit applies must be analyzed using sufficiently sensitive methods (i.e. testing procedures) approved under 567 IAC Chapter 63 and 40 CFR Part 136 for the analysis of pollutants or pollutant parameters or as required under 40 CFR chapter I, subchapter N or O.

For the purposes of this paragraph, an approved method is sufficiently sensitive when:

- (1) the method minimum level (ML) is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or
- (2) the method has the lowest ML of the approved analytical methods for the measured pollutant or pollutant parameter.

Samples collected for operational testing need not be analyzed by approved analytical methods; however, commonly accepted test methods should be used.

- (c) You are required to report all data including calculated results needed to determine compliance with the limitations contained in this permit. The results of any monitoring not specified in this permit performed at the compliance monitoring point and analyzed according to 40 CFR Part 136 shall be included in the calculation and reporting of any data submitted in accordance with this permit. This includes daily maximums and minimums, 30-day averages and 7-day averages for all parameters that have concentration (mg/l) and mass (lbs/day) limits. In addition, flow data shall be reported in million gallons per day (MGD).
- (d) Records of monitoring activities and results shall include for all samples: the date, exact place and time of the sampling; the dates the analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.
- (e) Results of all monitoring shall be recorded on forms provided by, or approved by, the department, and shall be submitted to the appropriate regional field office of the department by the fifteenth day following the close of the reporting period. Your reporting period is on a MONTHLY basis, ending on the last day of each reporting period.
- (f) Operational performance monitoring for treatment unit process control shall be conducted to ensure that the facility is properly operated in accordance with its design. The results of any operational performance monitoring need not be reported to the department, but shall be maintained in accordance with rule 567 IAC 63.2 (455B). The results of any operational performance monitoring specified in this permit shall be submitted to the department in accordance with these reporting requirements.
- (g) Chapter 63 of the rules provides you with further explanation of your monitoring requirements.

Facility Name: NEVADA CITY OF WWTP
 Permit Number: 8562002

Burke Corporation					
Outfall	Wastewater Parameter	Sample Frequency	Sample Type	Monitoring Location	
001	BIOCHEMICAL OXYGEN DEMAND (BOD5)	3 TIMES PER WEEK	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER	
001	FLOW	7/WEEK OR DAILY	24 HOUR TOTAL	PRIOR TO DISCHARGE TO CITY SEWER	
001	NITROGEN, TOTAL KJELDAHL (AS N)	3 TIMES PER WEEK	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER	
001	OIL AND GREASE	3 TIMES PER WEEK	GRAB	PRIOR TO DISCHARGE TO CITY SEWER	
001	PH	3 TIMES PER WEEK	GRAB	PRIOR TO DISCHARGE TO CITY SEWER	
001	TOTAL SUSPENDED SOLIDS	3 TIMES PER WEEK	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER	

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002
Outfall Number: 001

Ceriodaphnia and Pimephales Toxicity Effluent Testing

1. For facilities that have not been required to conduct toxicity testing by a previous NPDES permit, the initial annual toxicity test shall be conducted within three (3) months of permit issuance. For facilities that have been required to conduct toxicity testing by a previous NPDES permit, the initial annual toxicity test shall be conducted within twelve months (12) of the last toxicity test.
2. The test organisms that shall be used for acute toxicity testing are Ceriodaphnia dubia and Pimephales promelas. The acute toxicity testing procedures used to demonstrate compliance with permit limits shall be those listed in 567 IAC 63.4 and 40 CFR Part 136 and adopted by reference in rule 567 IAC 63.1(1). The method for measuring acute toxicity is specified in the EPA document EPA-821-R-02-012, Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, 5th edition, October 2002.
3. The diluted effluent sample must contain a minimum of 99.90 % effluent and no more than 0.10 % of culture water.
4. One valid positive toxicity result will require, at a minimum, quarterly testing for effluent toxicity until three successive tests are determined not to be positive.
5. Two successive valid positive toxicity results or three positive results out of five successive valid effluent toxicity tests will require a toxicity reduction evaluation to be completed to eliminate the toxicity.
6. A non-toxic test result shall be indicated as a "1" on the discharge monitoring report (DMR). A toxic test result shall be indicated as a "2" on the DMR. DNR Form 542-1381 shall also be submitted to the DNR field office along with the DMR.

Ceriodaphnia and Pimephales Toxicity Effluent Limits

The maximum limit of "1" for the parameters Acute Toxicity, Ceriodaphnia and Acute Toxicity, Pimephales means no positive toxicity results.

Definition: "Positive toxicity result" means a statistical difference of mortality rate between the control and the diluted effluent sample. For more information, see the EPA document EPA-821-R-02-012, Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, 5th edition, October 2002.

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Design Capacity

Design: 1

The design capacity for the treatment works is specified in Construction Permit Number 2021-0272S, issued March 3, 2021. The treatment plant is designed to treat:

- * An average dry weather (ADW) flow of 1.640 Million Gallons Per Day (MGD).
- * An average wet weather (AWW) flow of 3.020 Million Gallons Per Day (MGD).
- * A maximum wet weather (MWW) flow of 6.130 Million Gallons Per Day (MGD).
- * A design 5-day biochemical oxygen demand (BOD5) load of 6692 lbs/day.
- * A design Total Kjeldahl Nitrogen (TKN) load of 869 lbs/day.
- * A design Total Suspended Solids (TSS) load of 4300 lbs/day

Operator Certification Type/Grade: WW/IV

Wastes in such volumes or quantities as to exceed the design capacity of the treatment works or reduce the effluent quality below that specified in the operation permit of the treatment works are considered to be a waste which interferes with the operation or performance of the treatment works and are prohibited by subrule IAC 567-62.1(7).

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

SEWAGE SLUDGE HANDLING AND DISPOSAL REQUIREMENTS

"Sewage sludge" is solid, semisolid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge does not include the grit and screenings generated during preliminary treatment.

1. The permittee shall comply with all existing Federal and State laws and regulations that apply to the use and disposal of sewage sludge and with technical standards developed pursuant to Section 405(d) of the Clean Water Act when such standards are promulgated. If an applicable numerical limit or management practice for pollutants in sewage sludge is promulgated after issuance of this permit that is more stringent than a sludge pollutant limit or management practice specified in existing Federal or State laws or regulations, this permit shall be modified, or revoked and reissued, to conform to the regulations promulgated under Section 405(d) of the Clean Water Act. The permittee shall comply with the limitation no later than the compliance deadline specified in the applicable regulations.
2. The permittee shall provide written notice to the Department of Natural Resources prior to any planned changes in sludge disposal practices.
3. Land application of sewage sludge shall be conducted in accordance with criteria established in rule IAC 567 67.1 through 67.11 (455B).

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

SIGNIFICANT INDUSTRIAL USER LIMITATIONS, MONITORING AND REPORTING REQUIREMENTS

1. You must enforce the pollutant limits for each significant industrial user that are listed elsewhere in this permit. Violation of a treatment agreement limit is prohibited by subrule 567 IAC 62.1(6). Monitoring of each significant industrial user is required elsewhere in this permit.
2. Monitoring of each significant industrial user is required elsewhere in this permit. Results of the required monitoring shall be included on your discharge monitoring report, which must be submitted by the fifteenth of the following month.
3. You are required to notify the department, in writing, of any of the following:
 - (a) 180 days prior to the introduction of pollutants to your facility from a significant industrial user. A significant industrial user means an industrial user of a treatment works that:
 - (1) Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
 - (2) Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the publicly-owned treatment works;
 - (3) Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
 - (4) Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the publicly-owned treatment works or for violating any pretreatment standards or requirements.
 - (b) 60 days prior to a proposed expansion, production increase or process modification that may result in the discharge of a new pollutant or a discharge in excess of limitations stated in the existing treatment agreement.
 - (c) 10 days prior to any commitment by you to accept waste from any new significant industrial user. Your written notification must include a new or revised treatment agreement in accordance with rule 64.3(5)(455B).
4. You shall require all users of your facility to comply with Sections 204(b), 307, and 308 of the Clean Water Act.
 - (a) Section 204(b) requires that all users of the treatment works constructed with funds provided under Sections 201(g) or 601 of the Act to pay their proportionate share of the costs of operation, maintenance and replacement of the treatment works.
 - (b) Section 307 of the Act requires users to comply with pretreatment standards promulgated by EPA for pollutants that would cause interference with the treatment process or would pass through the treatment works.
 - (c) Section 308 of the Act requires users to allow access at reasonable times to state and EPA inspectors for the purpose of sampling the discharge and reviewing and copying records.

Facility Name: NEVADA CITY OF WWTP
Permit Number: 8562002

Nutrient Reduction Strategy Construction Schedule

The new Nevada WWTP is expected to achieve the nutrient removal goals outlined in the Iowa Nutrient Reduction Strategy. Nevada shall optimize and submit nutrient monitoring data for review and limits calculations according to the following schedule:

- Complete treatment plant optimization for nitrogen and phosphorus reduction by **November 1, 2025**.
- Submit one year of at least weekly total nitrogen and phosphorus sampling data from the raw waste and final effluent by **December 1, 2026**. The report must include the results of all monitoring for total phosphorus in the raw waste and final effluent between November 1, 2025 and October 31, 2026.

Progress reports shall be submitted by the required due dates. Within fourteen (14) days following all dates of construction completion, optimization completion, and one year of monitoring, the permittee shall submit notices of compliance with the scheduled event along with any applicable data. All written notices and progress reports shall be sent to the following addresses:

npdes.mail@dmr.iowa.gov
Subject: NRS Report (8562002)

STANDARD CONDITIONS

1. **ADMINISTRATIVE RULES** - Rules of the Iowa Department of Natural Resources (department) that govern the operation of a facility in connection with this permit are published in Part 567 of the Iowa Administrative Code (IAC) in Chapters 60-65, 67, and 121. Reference to the term "rule" in this permit means the designated provision of Part 567 of the IAC. Reference to the term "CFR" means the Code of Federal Regulations.
2. **LIMIT DEFINITIONS** -
 - (a) 7 day average is the arithmetic mean (average) of pollutant parameter values for samples collected in a period of seven consecutive days. A calendar month consists of four 7-day periods with the first 7-day period beginning the first day of the month. *{567 IAC 60.2}*
 - (b) 30 day average is the arithmetic mean of pollutant parameter values for samples collected in a period of 30 consecutive days. A 30-day period begins the first day of the month. *{567 IAC 60.2}*
 - (c) Daily maximum is the total discharge by mass, volume, or concentration during a twenty-four hour period. *{567 IAC 60.2}*
3. **MONITORING AND RECORDS OF OPERATION** -
 - (a) Electronic reporting. Records of operation required by this permit shall be electronically submitted to the department within 15 days following the close of the monthly reporting period, in accordance with the monitoring requirements incorporated in this permit, unless an approval for paper submittal of records of operation has been obtained in accordance with 567 IAC 63.7(2).
 - (b) Maintenance of records. You shall retain for a minimum of three years all paper and electronic records of monitoring activities and results including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records. *{567 IAC 63.2(3)}*
 - (c) Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 or by imprisonment for not more than two years, or both. *{40 CFR 122.41(j)(5)}*
4. **USE OF CERTIFIED LABORATORIES** - Analyses of wastewater, groundwater or sewage sludge that are required to be submitted as a result of this permit must be performed by a laboratory certified by the State of Iowa. Routine, on-site monitoring for pH, temperature, dissolved oxygen, total residual chlorine and other pollutants that must be analyzed immediately upon sample collection, physical measurements, and operational performance monitoring specified in 567 IAC 63.3(4) are excluded from this requirement. *{567 IAC 63.1}*
5. **DUTY TO PROVIDE INFORMATION** - You must furnish to the director, within a reasonable time, any information the director may request to determine compliance with this permit or determine whether cause exists for amending, revoking and reissuing, or terminating this permit, in accordance with 567 IAC 64.3(1)"c". You must also furnish to the director, upon request, copies of any records required to be kept by this permit. If you become aware that you failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, you must promptly submit such facts or information. If you become aware that you failed to submit any relevant facts in any report to the director, including records of operation, you shall promptly submit such facts or information. *{567 IAC 60.4(2)"a", 567 IAC 63.7(6), 40 CFR 122.41(h)}*
6. **DUTY TO REAPPLY AND PERMIT CONTINUATION** - If you wish to continue to discharge after the expiration date of this permit, you must file a complete application for reissuance at least 180 days prior to the expiration date of this permit. If a timely and sufficient application is submitted, this permit will remain in effect until the department makes a final determination on the permit application. *{567 IAC 64.8(1), Iowa Code 17A.18}*
7. **DUTY TO COMPLY** - You must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Iowa Code and the Clean Water Act and is grounds for enforcement action; permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. Issuance of this permit does not relieve you of the responsibility to comply with all local, state and federal laws, ordinances, regulations or other legal requirements applying to the operation of your facility. *{567 IAC 64.7(4)"E", 40 CFR 122.41(a)}*
8. **DUTY TO MITIGATE** - You shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. *{567 IAC 64.7(7)"i", 40 CFR 122.41(d)}*
9. **PROPER OPERATION AND MAINTENANCE** - All facilities and control systems shall be operated as efficiently as possible and maintained in good working order. A sufficient number of staff, adequately trained and knowledgeable in the operation of your facility, shall be retained at all times. Adequate laboratory controls and appropriate quality assurance procedures shall be provided to maintain compliance with the conditions of this permit. *{567 IAC 64.7(7)"j", 40 CFR 122.41(e)}*
10. **SIGNATORY REQUIREMENTS** - Applications, discharge monitoring reports, or other information submitted to the department in connection with this permit must be signed and certified in accordance with 567 IAC 64.3(8).
11. **TRANSFER OF TITLE OR OWNER ADDRESS CHANGE** - If title to your facility, or any part of it, is transferred, the new owner shall be subject to this permit. You are required to notify the new owner of the requirements of this permit in writing prior to any transfer of title. The department shall be notified in writing within 30 days of the occurrence. No transfer of the authorization to discharge from the facility represented by the permit shall take place prior to notifying the department of the transfer of title. Whenever the address of the owner is changed, the department shall be notified in writing within 30 days of the address change. *{567 IAC 64.14}*

STANDARD CONDITIONS

12. **PERMIT MODIFICATION, SUSPENSION OR REVOCATION** - This permit may be amended, revoked and reissued, or terminated in whole or in part for cause including, but not limited to, those specified in 567 IAC 64.3(11)"b". This permit may be modified due to conditions or information on which this permit is based, including any new standard the department may adopt that would change the required effluent limits. If a toxic pollutant is present in your discharge and more stringent standards for toxic pollutants are established under Section 307(a) of the Clean Water Act, this permit will be modified in accordance with the new standards. The filing of a request for a permit amendment, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *{567 IAC 64.3(11)"d", 64.7(7)"b" and "g", 40 CFR 122.62(a)(6)}*
13. **TWENTY-FOUR HOUR REPORTING** - You shall report any noncompliance that may endanger human health or the environment, including, but not limited to, violations of maximum daily limits for any toxic pollutant (listed as toxic in Section 307(a)(1) of the Clean Water Act) or hazardous substance (as designated in 40 CFR Part 116 pursuant to 311 of the Act). Information shall be provided orally to the appropriate regional field office of the department within 24 hours from the time you become aware of the circumstances. A written submission that includes a description of noncompliance and its cause; the period of noncompliance including exact dates and times; whether the noncompliance has been corrected or the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent a reoccurrence of the noncompliance must be provided to the appropriate field office within 5 days of the occurrence. *{567 IAC 63.12, 40 CFR 122.41(f)(6)}*
14. **OTHER NONCOMPLIANCE** - You shall report all instances of noncompliance not reported under Condition #13 at the time discharge monitoring reports are submitted. The report shall contain the information listed in Condition #13. You shall give advance notice to the appropriate regional field office of the department of any planned activity which may result in noncompliance with permit requirements. Notice is required only when previous notice has not been given to any other section of the department. *{567 IAC 63.7(5), 63.14 and 63.15, 40 CFR 122.41(f)(7)}*
15. **INSPECTION OF PREMISES, RECORDS, EQUIPMENT, METHODS AND DISCHARGES** - You are required to permit authorized personnel to:
 - (a) Enter upon the premises where a regulated facility or activity is located or conducted or where records are kept under conditions of this permit;
 - (b) Provide access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
 - (c) Inspect, at reasonable times, any facilities, equipment, practices or operations regulated or required under this permit; and
 - (d) Sample or monitor, at reasonable times, to assure compliance or as otherwise authorized by the Clean Water Act.*{567 IAC 64.7(7)"c", 40 CFR 122.41(f)}*
16. **NOTICE OF CHANGED CONDITIONS** - You are required to notify the director of any changes in existing conditions or information on which this permit is based, including, but not limited to, the following:
 - (a) If your facility is a publicly owned treatment works (POTW) or otherwise accepts waste for treatment from an indirect discharger or industrial contributor, you must notify the director if there is any substantial change in the volume or character of pollutants being introduced to the POTW by an indirect discharger or industrial contributor. See 567 IAC 64.3(5) and 64.7(7)"d" for further requirements. *{40 CFR 122.42(b)}*
 - (b) If your facility has a manufacturing, commercial, mining, or silviculture discharge, you must notify the director as soon as you know or have reason to believe that any activity has occurred or will occur which would result in the discharge of any toxic pollutant which is not limited in this permit. *{40 CFR 122.42(a)}*
 - (c) You must notify the director if you have begun or will begin to use or manufacture, as an intermediate or final product or byproduct, any toxic pollutant which was not reported in the permit application. *{40 CFR 122.21(g)(9)}*
17. **PLANNED CHANGES** - You shall give notice to the appropriate regional field office of the department 30 days prior to any planned physical alterations or additions to the permitted facility. Facility expansions, production increases, or process modifications which result in new or increased discharges of pollutants must be reported by submission of a new permit application. If any modification of, addition to, or construction of a disposal system is to be made, you must first obtain a written construction permit from this department. In addition, no construction activity that will result in disturbance of one acre or more shall be initiated without first obtaining coverage under NPDES General Permit No. 2. Notice is required only when:
 - (a) Notice has not been given to any other section of the department;
 - (b) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source as defined in 567 IAC 60.2;
 - (c) The alteration or addition results in a significant change in sludge use or disposal practices; or
 - (d) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are not subject to effluent limitations in the permit.*{567 IAC 63.13, 567 IAC 64.2 and 64.7(7)"d"}*
18. **FAILURE TO SUBMIT FEES** - This permit may be revoked, in whole or in part, if the appropriate permit fees are not submitted within thirty (30) days of the date of notification that such fees are due. *{567 IAC 64.16(1)}*

STANDARD CONDITIONS

19. **BYPASSES - "Bypass"** means the diversion of waste streams from any portion of a treatment facility or collection system. A bypass does not include internal operational waste stream diversions that are part of the design of the treatment facility, maintenance diversions where redundancy is provided, diversions of wastewater from one point in a collection system to another point in a collection system, or wastewater backups into buildings that are caused in the building lateral or private sewer line. *{567 IAC 60.2}*
 - (a) **Prohibition.** Bypasses from any portion of a treatment facility or from a sanitary sewer collection system designed to carry only sewage are prohibited, in accordance with 567 IAC 63.6(1). The department may not assess a civil penalty against a permittee for a bypass if the permittee has complied with all of the following:
 - i. The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - iii. The permittee submitted notices as required by 567 IAC 63.6.
 - (b) **Anticipated bypass.** Except for bypasses that occur as a result of mechanical failure or acts beyond the control of the owner or operator of a waste disposal system (unanticipated bypasses), the owner or operator shall obtain written permission from the department prior to any discharge of sewage or wastes from a waste disposal system not authorized by this permit. The Director may approve an anticipated bypass after considering its adverse effects if the Director determines that it will meet the three conditions listed above and a request for bypass has been submitted to the appropriate regional field office of the department at least ten days prior to the expected event, in accordance with the requirements listed in 567 IAC 63.6(2).
 - (c) **Unanticipated bypass.** In the event that a bypass or upset occurs without prior notice having been provided pursuant to 567 IAC 63.6(2) or as a result of mechanical failure or acts beyond the control of the owner or operator, the owner or operator of the treatment facility or collection system shall notify the department by telephone as soon as possible but not later than 24 hours after the onset or discovery in accordance with the requirements in 567 IAC 63.6(3). A written submission describing the bypass shall also be provided within five days of the time the permittee becomes aware of the bypass, in accordance with the requirements in 567 IAC 63.6(3)"d".
 - (d) **Reporting.** Bypasses shall be reported in accordance with 567 IAC 63.6.
{567 IAC 63.6}
20. **UPSETS - "Upset"** means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
 - (a) **Effect of an upset.** An upset constitutes an affirmative defense to the assessment of a civil penalty for noncompliance with technology-based permit effluent limitations if the requirements of paragraph (b) of this condition are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
 - (b) **Conditions necessary for demonstration of an upset.** A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed operating logs or other relevant evidence, that:
 - i. An upset occurred and that the permittee can identify the cause(s) of the upset;
 - ii. The permitted facility was at the time being properly operated;
 - iii. The permittee submitted notice of the upset to the department in accordance with 567 IAC 63.6(3); and
 - iv. The permittee complied with any remedial measures required by the department in accordance with 567 IAC 63.6(6)"b"(4).
 - (c) **Burden of Proof.** In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.
{567 IAC 63.6}
 21. **NEED TO HALT OR REDUCE ACTIVITY NOT A DEFENSE** - It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *{567 IAC 64.7(7)"j"; 40 CFR 122.41(c)}*
 22. **PROPERTY RIGHTS** - This permit does not convey any property rights of any sort or any exclusive privilege. *{567 IAC 64.4(3)"b"; 40 CFR 122.41(g)}*
 23. **EFFECT OF A PERMIT** - Compliance with a permit during its term constitutes compliance, for purposes of enforcement, with Sections 301, 302, 306, 307, 318, 403 and 405(a)-(b) of the Clean Water Act, and equivalent limitations and standards set out in 567 IAC Chapters 61 and 62. *{567 IAC 64.4(3)"d"}*
 24. **SEVERABILITY** - The provisions of this permit are severable. If any provision or application of any provision to any circumstance is found to be invalid by this department or a court of law, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected by such finding.

SCHEDULE D

Revised Treatment Agreement (IDNR Form 542-3221)

See attached.



IOWA DEPARTMENT OF NATURAL RESOURCES
TREATMENT AGREEMENT FORM

NOTICE

A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in any change to a previous Treatment Agreement requires execution of a new Treatment Agreement.

Significant Industrial User

Name: Burke Corporation

Location Address: 1516 S D Ave, Nevada IA 50201

Email Address: blkoehier@burkecorp.com

Authorized Representative: Brandon Koehler

Phone: 515-382-8419

System Receiving Waste

Name: Water Pollution Control Facility

Location Address: 62512 270th St, Nevada IA 50201

Email Address: jcook@cityofnevadaiowa.org

Authorized Representative: Jordan Cook

Phone: 515-382-5466

CERTIFICATION OF INDUSTRIAL USER

I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the limits listed on the following page(s) of this form after:

Effective Date: Treatment Plant Startup '25 End Date (optional): _____

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.

Name: Brandon Koehler

Title: Plant Manager

Signature: Brandon Koehler

Digitally signed by Brandon Koehler
DN: cn=Brandon Koehler, o=Burke Marketing Corp., ou=Normal Facets,
email=blkoehier@burkecorp.com
Date: 2025.03.25 11:48:28 -0500

Date: 03/26/25

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the following page(s) in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United States Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the following page(s), or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

Name: Jordan Cook

Title: City Administrator

Signature: J. Cook

Date: 3/28/25

Fields on this form are required unless otherwise marked

1. Process DescriptionSpecific Manufacturing Process: Pizza Topping ManufacturingSIC Codes: 2013 NAICS Codes: 311612Principal Raw Materials: Beef, Pork, Poultry, Water, SpiceAmount Consumed per Day (with units): 1,200,000Principal Products: Meat Crumbles and MeatballsAmount Produced per Day (with units): 941,700 lbs**2. Hourly Maximum Flow Contribution (gallons):** 30,000 gallons (500 gpm x 60 minutes)**3. Days of Operation per Week:** 7 Days **4. Hours of Operation During Peak Day of Operation:** 24 Hours**5. Discharge Beginning Date:** Existing Discharge**6. Description of Wastes Discharged and Any Pretreatment Provided**

Waste generated is from meat processing. Pretreatment consists of coarse solids removal, flow equalization, pH adjustment and removal of suspended solids and grease using coagulant, polymer and dissolved air.

7. Description of Discharge Frequency & Duration, Including Any Batch Discharges

Production: 24 hours/day discharge continuous

Non-Production: 10-24 hours/day discharge continuous

8. Additional Information (optional)

Continue to page 3

Fields on this form are required unless otherwise marked

9. Limits on pH Level in Contribution: Minimum: 5.5 Maximum: 9.510. Limits on Compatible Wastes in Contribution (Flow is required for all users. Other parameters may or may not be applicable.)

Wastewater Parameter	Average	Maximum	Wastewater Parameter	Average	Maximum
Flow (MGD)	0.5000	0.7000	Total Kjeldahl Nitrogen (lbs/day)	500	1,110
BOD5 (lbs/day)	5,040	10,440	Oil and Grease (mg/L)	300	300
Total Suspended Solids (lbs/day)	950	2,500			

11. Limits on Incompatible Wastes in Contribution (May not be applicable to all users.)

Wastewater Parameter	Average		Maximum	
	mg/L	lbs/day	mg/L	lbs/day

INSTRUCTIONS FOR COMPLETION OF PAGE 2-3

Fields on this form are required unless otherwise marked

ITEM 1 - Describe the specific manufacturing process of the industrial user. Enter the Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) code(s) for the industrial user. SIC and NAICS codes and descriptions can be found on the NAICS association website at <https://www.naics.com/search/>. Specify the principal raw material(s) you use and the amount you use or process per day. Specify the principal product(s) you make and the amount you produce per day.

ITEM 2 - Hourly Maximum is the maximum discharge during any single hour in the peak period of operation. Report in gallons.

ITEM 5 - If the discharge has not yet begun, provide the estimated state date. If the discharge is existing, list approximately when the discharge began.

ITEM 6 - Describe how the wastewater is generated as well as any pretreatment of waste prior to discharge to municipal collection system.

ITEM 7 - Describe when the discharge occurs. Note whether it is continuous or intermittent. If intermittent, how often does the discharge occur and how long does it last? If there is an infrequent batch discharge (for example, a tank that must be drained twice per year), describe that as well.

ITEM 8 - Enter limits on compatible wastes here. Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Average is the 30-day average, not including days with no discharge. Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all limited parameters.

April 17, 2025

Brandon Koehler, Plant Manager
Burke Corporation
1516 S D Ave
Nevada, IA 50201
via email to: blkoebler@burkecorp.com

Re: SIU 8562002-01 – Burke Corporation; Treatment Agreement

Dear Brandon Kohler:

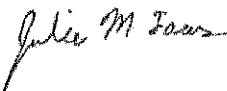
The department has received and reviewed a Treatment Agreement (TA) between the City of Nevada and Burke Corporation. The TA does not list an effective date; it was signed by Burke on 3/26/25 and by the City on 3/28/25.

The TA is acceptable to the department; however, the currently operating treatment works at the city cannot handle the loads in this new TA. **Therefore, Burke must continue to abide by the limits in the TA accepted 11/19/2024 until the new treatment works is operational and the City is confident that it is ready to handle the additional loading.** The City shall notify Burke and Iowa DNR at that time.

Due to the increase in Burke's organic loads, both in pounds per day and in proportion to the POTW's design, the new permit will require increased monitoring: three times per week for BOD₅, TKN, TSS, and pH.

If you have questions or comments regarding the TA please contact me at 515-805-8083 or julie.faas@dnr.iowa.gov. If you have questions or comments regarding the upcoming NPDES permit please contact Ben Hucka at 515-537-3015 or ben.hucka@dnr.iowa.gov.

Sincerely,



Digitally signed by Julie Faas
Date: 2025.04.17 08:55:05
-05'00'

Julie Faas
NPDES Section

cc: Jordan Cook, City Administrator, Nevada – via email to: jcook@cityofnevadaiaowa.org
Harold See, Wastewater Supervisor, Nevada – via email to: hsee@cityofnevadaiaowa.org
Devin Cornish, Wastewater Operator, Nevada – via email to: dcornish@cityofnevadaiaowa.org
Edward Askew, Askew Scientific – via email to: efaskew@hotmail.com
Gregory Sindt, Bolton & Menk – via email to: gregsi@bolton-menk.com
Bryan Bunton, Iowa DNR FO5 – via email to: bryan.bunton@dnr.iowa.gov
Ben Hucka, Iowa DNR NPDES – via email to: ben.hucka@dnr.iowa.gov

MEMORANDUM

DATE: April 16, 2025
POTW: Wastewater File #85-62-0-01 – City of Nevada
SIU: 8562001-01 – Burke Corporation
FROM: Julie Faas
RE: Treatment Agreement Review

Introduction

On March 28, 2025, Iowa DNR received a proposed treatment agreement (TA) to control the amount of pollutants discharged to the City of Nevada sanitary sewer from Burke Corporation (Burke). Burke prepares pizza toppings such as meat crumbles and meatballs. The SIC code listed on the TA is 2013 – Sausages and other prepared meats. There is no animal slaughter on site.

The TA lists an effective date of treatment plant startup '25. It was signed by the SIU on March 26, 2025 and signed by the POTW on March 28, 2025.

Burke has had a TA since at least 2003. The proposed TA modifies limits for most parameters (pH and O&G are not changing).

Nevada is in the process of constructing a new treatment works and bringing it online. This TA includes substantial loading increases that cannot be handled by the old treatment works, and, as such, will not be effective until the new plant is online.

Wastewater Sources, Categorization, and Pretreatment

Wastewater is generated from meat processing. Wastewater is pretreated by coarse solids removal, flow equalization, pH adjustment, and dissolved air flotation (DAF). The discharge is continuous.

Burke is not currently a categorical industrial user. As of 3/12/2025, there are no federally-promulgated categorical pretreatment standards for meat processing. There are effluent limitation guidelines for direct discharging meat processors, found in 40 CFR 432, but no federal standards for indirect dischargers.

Table 1: TA Limit Comparison

<u>Parameter</u>	<u>Units</u>	<u>Data Type</u>	<u>Current</u>	<u>Proposed</u>
Flow	MGD	Average	0.350	0.500
Flow	MGD	Daily Max	0.500	0.700
BOD ₅	lb/day	Average	3,073	5,040
BOD ₅	lb/day	Daily Max	5,250	10,440
TSS	lb/day	Average	646	950
TSS	lb/day	Daily Max	750	2,500
TKN	lb/day	Average	570	500

Parameter	Units	Data Type	Current	Proposed
TKN	lb/day	Daily Max	750	1,100
O&G	mg/L	Average	300	300
O&G	mg/L	Daily Max	300	300
pH	std units	Daily Min	5.5	5.5
pH	std units	Daily Max	9.5	9.5

Evaluation – Compatible Wastes

Design flows and loads used in the evaluation are from construction permit 2021-0272S. A table summarizing the compatible wastes evaluation is included as Attachment 1. This analysis compares data from the raw waste of the current treatment works to the construction permit for the new treatment works. It is assumed that, other than the contribution from Burke, flows and loads will remain consistent.

Months Reviewed: February 2022 – January 2025

Flow

POTW Design Flows (in MGD): 1.6400 ADW
3.0200 AWW
6.1300 MWW

Proposed SIU Flows (in MGD): 0.500 average (30.48% of ADW)
0.700 maximum (23.17% of AWW)

In the 36 months reviewed, the POTW was over 80% of its new AWW 0 times. For MWW, the POTW was over 80% 0 times. The flow rate used for determining remaining hydraulic capacity was 1.199 MGD, which is the average flow rate of the 36 months. After accounting for all SIUs, the POTW has allocated 1.4459 MGD, or 47.8% of its AWW. The proposed flow limits are acceptable.

BOD₅ (Biochemical Oxygen Demand, 5-day)

POTW Design (lb/day): 6,692 max 30-day
12,130 max day

Proposed SIU Load (lb/day): 5,040 average (75.31% of design)
10,440 maximum (86.07% of design)

In the 36 months reviewed, monthly average BOD₅ loadings exceeded 80% of the new design load in 0 months. Daily maximum BOD₅ loadings exceeded 80% of the new design load in 1 month and 100% of the design load in 0 months. There is a discrepancy between BOD₅ loadings from Burke and total influent loads to the POTW. On average, reported loads from Burke are greater than reported influent loads. This also occurs on about half of days where there are measurements in both locations. To correct for this, the analysis was done twice: once in the usual manner where uncontrolled loads are estimated from data, and once where uncontrolled loads are estimated by population.

Using the usual method, the loading used for determining BOD₅ capacity was 1,937 lb/day, which is the average loading for the 36 months. After accounting for all SIUs, the POTW has allocated 4,881 lb/day, or 73.0% of its design. The proposed BOD₅ limits are acceptable.

The 2020 census population of Nevada was 6,925 people. The standard values from the draft Iowa Wastewater Facilities design standards are 100 gallons, 0.17 lb BOD₅, 0.20 lb TSS, and 0.036 lb TKN per person per day. This results in an uncontrolled BOD₅ load of 1,177 lb/day. The total allocated load becomes 6,293 lb/day, or 94% of the design load. This is a greater percentage of design than the department prefers to see. However, the design of the new plant included this allocation for Burke and it included population growth through 2024. The proposed limits are acceptable.

TSS (Total Suspended Solids)

POTW Design (lb/day):	4,300 max 30-day 7,987 max day
Proposed SIU Load (lb/day):	950 average (22.09% of design) 2,500 maximum (31.30% of design)

In the 36 months reviewed, monthly average TSS loadings exceeded 80% of the new design load in 0 months. Daily maximum TSS loadings exceeded 80% of the new design load in 1 month and 100% of the new design load in 1 months. The loading used for determining TSS capacity was 1,593 lb/day, which is the average loading for the 36 months. After accounting for all SIUs, the POTW has allocated 2,258 lb/day, or 53.0% of its design. The proposed TSS limits are acceptable.

TKN (Total Kjeldahl Nitrogen)

POTW Design (lb/day):	869 max 30-day 1,491 max day
Proposed SIU Load (lb/day):	500 average (57.53% of design) 1,110 maximum (73.78% of design)

In the 36 months reviewed, monthly average TKN loadings exceeded 80% of the new design load in 0 months. Daily maximum TKN loadings exceeded 80% of the new design load in 1 month and 100% of the new design load in 0 months. The loading used for determining TKN capacity was 377 lb/day, which is the average loading for the 36 months. After accounting for all SIUs, the POTW has allocated 664 lb/day, or 76.0% of its design. The proposed TKN limits are acceptable.

pH

The TA contains a pH range from 5.5 to 9.5 standard units. Wastewater within this range will not be lower than 5.0 and will not have reasonable potential to cause the pH of the raw waste entering the treatment plant to be less than 6.0 or greater than 9.0.

NH₃-N (Ammonia as Nitrogen)

The proposed TA does not limit NH₃-N.

O&G (Oil and Grease)

The proposed TA includes the same O&G limits as the active TA: 300 mg/L both average and maximum. When the POTW submitted the application for the NDPES permit for the new facility, it included a list of industrial impacts at the plant during the past three years (approximately February 2022 through March 2025). The list included 15 FOG events lasting 24 – 192 hours each, for a total of 32 days. However, none of these events appear to have caused or contributed to effluent limit violations at the POTW or to have prevented sewage sludge use or disposal.

(A FOG event was reported as starting on 8/30/2023 and lasting 72 hours. The POTW did violate its average $\text{NH}_3\text{-N}$ concentration limit in August, but the $\text{NH}_3\text{-N}$ concentration on 8/30/23 was lower than the average concentration for the month. The violation would have occurred regardless, and the FOG event does not appear to have increased the magnitude of the violation.)

The FOG events do not coincide with dates of unusually high O&G discharges from Burke. Burke did have an unmonitored overflow pipe that bypassed treatment and could have been the source of excess O&G. This pipe has since been capped.

While Iowa DNR would encourage more stringent O&G limits, the ones in the proposed TA are acceptable at this time.

Summary

The proposed compatible wastes limits are acceptable.

Evaluation – Incompatible Wastes

The proposed TA does not regulate incompatible wastes.

Monitoring

Monitoring frequencies for pollutant parameters will increase to three times per week. Both the absolute organic load from Burke is increasing as well as the percentage of the POTW's design that Burke is allocated. More frequent monitoring is appropriate to help track the load on the POTW.

567 IAC 63, Table II sets forth monitoring frequencies for organic dischargers based on their PE (population equivalent). Burke's old TA had a PE of 18,401, resulting in 2x/week monitoring. The new TA has a PE of 30,180, which brings Burke into the 3x/week column.

The requirement for daily flow monitoring will continue.

Conclusion

The proposed TA is acceptable, provided that Burke's discharge does not increase until the new treatment works is operational.

Attachment 1

Compatible Wastes Tables

Table A1-1: Calculations Using Influent Flows & Loads

	<u>FLOW</u> <u>(MGD)</u>	<u>BOD₅</u> <u>(lb/day)</u>	<u>TKN</u> <u>(lb/day)</u>	<u>TSS</u> <u>(lb/day)</u>
I. Design Capacity	3.0200	6,692	4,300	869.0
II. Existing Influent Loadings	1.199	1,937	1,593	377
III. Existing Loadings from Industrial Users				
Burke Corporation	0.3251	2,172	413.5	239.5
TOTAL	0.3251	2,172	413.5	239.5
IV. Proposed Loadings from Industrial Users				
Burke Corporation	0.5000	5,040	950.0	500.0
Verbio Nevada LLC	0.0720	76.0	129.0	26.0
TOTAL	0.5720	5,116	1,079	526.0
V. Estimated Uncontrolled	0.8739	-235.4	1,179.4	13.78
% of Design	28.9%	-3.5%	27.4%	15.9%
VI. Total Allocated Flow/Load	1.4459	4,881	2,258	663.8
% of Design	47.9%	72.9%	52.5%	76.4%

Table A1-2: Calculation Using Population-Based Flows & Loads

	<u>FLOW</u> <u>(MGD)</u>	<u>BOD₅</u> <u>(lb/day)</u>	<u>TKN</u> <u>(lb/day)</u>	<u>TSS</u> <u>(lb/day)</u>
I. Design Capacity	3.0200	6,692	4,300	869.0
III. Existing Loadings from Industrial Users				
Burke Corporation	0.3251	2,172	413.5	239.5
TOTAL	0.3251	2,172	413.5	239.5
IV. Proposed Loadings from Industrial Users				
Burke Corporation	0.5000	5,040	950.0	500.0
Verbio Nevada LLC	0.0720	76.0	129.0	26.0
TOTAL	0.5720	5,116	1,079	526.0
V. Estimated Uncontrolled	0.6925	1,177	1385	249.3
% of Design	22.9%	17.6%	32.2%	28.7%
VI. Total Allocated Flow/Load	1.2645	6,293	2,464	775.3
% of Design	41.9%	94.0%	57.3%	89.2%

Attachment 2

Summary of Monitoring and Limits

Parameter	Limit Type	Limit Value	Unit	Limit Value	Unit	Monitoring	Sample Type
Flow	Average	0.5000	MGD	n/a	n/a	7/week or Daily	24-hour total
	Maximum	0.7000	MGD	n/a	n/a		
BOD ₅	Average	n/a	mg/L	5,040	lb/day	3/week	24-hour composite
	Maximum	n/a	mg/L	10,440	lb/day		
TSS	Average	n/a	mg/L	950	lb/day	3/week	24-hour composite
	Maximum	n/a	mg/L	2,500	lb/day		
TKN	Average	n/a	mg/L	500	lb/day	3/week	24-hour composite
	Maximum	n/a	mg/L	1,110	lb/day		
O&G	Average	300	mg/L	n/a	n/a	3/week	Grab
	Maximum	300	mg/L	n/a	n/a		
pH	Minimum	5.0	std. units	n/a	n/a	3/week	Grab
	Maximum	9.5	std. units	n/a	n/a		

SCHEDULE E

Iowa Department of Natural Resources Treatment Agreement Form

(November 11, 2024)

See attached.



IOWA DEPARTMENT OF NATURAL RESOURCES TREATMENT AGREEMENT FORM

NOTICE

A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in any change to a previous Treatment Agreement requires execution of a new Treatment Agreement.

Significant Industrial User

Name: Burke Corporation
Location Address: 1516 S D Ave
Email Address: Blkoehler@burkecorp.com
Authorized Representative: Brandon Koehler Phone: 515-382-8419

System Receiving Waste

Name: Water Pollution Control Facility
Location Address: 457 S 6th St, Nevada, IA 50201
Email Address: jcook@cityofnevadaiaowa.org
Authorized Representative: Jordan Cook Phone: 515-382-5466

CERTIFICATION OF INDUSTRIAL USER

I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the limits listed on the following page(s) of this form after:

Effective Date: 11/11/2024 End Date (optional): 5/01/2025

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.

Name: Brandon Koehler Title: Plant Manager
Signature: *Brandon Koehler* Date: 11/11/2024

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the following page(s) in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United States Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the following page(s), or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

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

Fields on this form are required unless otherwise marked

1. Process Description

Specific Manufacturing Process: Pizza Topping Manufacturing

SIC Codes: 2013

NAICS Codes: 311612

Principal Raw Materials: Beef, Pork, Poultry, Water, Spice

Amount Consumed per Day (with units): 1,200,000

Principal Products: Meat Crumbles and Meatballs

Amount Produced per Day (with units): 941,700 lbs

2. Hourly Maximum Flow Contribution (gallons): 30,000 gallons (500 gpm x 60 minutes)

3. Days of Operation per Week: 7 days

4. Hours of Operation During Peak Day of Operation: 24 hours

5. Discharge Beginning Date: Current Discharge

6. Description of Wastes Discharged and Any Pretreatment Provided

Waste generated is from meat processing. Pretreatment consists of coarse solids removal, flow equalization, pH adjustment and removal of suspended solids and grease using coagulant, polymer and dissolved air.

7. Description of Discharge Frequency & Duration, Including Any Batch Discharges

Production: 24 hours/day discharge continuous

Non-Production: 10-24 hours/day discharge continuous

8. Additional Information (optional)

Continue to page 3

Fields on this form are required unless otherwise marked

9. **Limits on pH Level in Contribution:** Minimum: _____ Maximum: _____10. **Limits on Compatible Wastes in Contribution** (Flow is required for all users. Other parameters may or may not be applicable.)

Wastewater Parameter	Average	Maximum	Wastewater Parameter	Average	Maximum
Flow (MGD)	0.350	0.50	Total Kjeldahl Nitrogen (lbs/day)	570	750
BOD5 (lbs/day)	3,073	5,250	Oil and Grease (mg/L)	300	300
Total Suspended Solids (lbs/day)	646	750			

11. **Limits on Incompatible Wastes in Contribution** (May not be applicable to all users.)

Wastewater Parameter	Average		Maximum	
	mg/L	lbs/day	mg/L	lbs/day

INSTRUCTIONS FOR COMPLETION OF PAGE 2-3

Fields on this form are required unless otherwise marked

ITEM 1 - Describe the specific manufacturing process of the industrial user. Enter the Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) code(s) for the industrial user. SIC and NAICS codes and descriptions can be found on the NAICS association website at <https://www.naics.com/search/>. Specify the principal raw material(s) you use and the amount you use or process per day. Specify the principal product(s) you make and the amount you produce per day.

ITEM 2 - Hourly Maximum is the maximum discharge during any single hour in the peak period of operation. Report in gallons.

ITEM 5 - If the discharge has not yet begun, provide the estimated state date. If the discharge is existing, list approximately when the discharge began.

ITEM 6 - Describe how the wastewater is generated as well as any pretreatment of waste prior to discharge to municipal collection system.

ITEM 7 - Describe when the discharge occurs. Note whether it is continuous or intermittent. If intermittent, how often does the discharge occur and how long does it last? If there is an infrequent batch discharge (for example, a tank that must be drained twice per year), describe that as well.

ITEM 8 - Enter limits on compatible wastes here. Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Average is the 30-day average, not including days with no discharge. Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all limited parameters.

ITEM 10 - Enter limits on compatible wastes here. Use the units listed. If you have flows in gallons per day, divide by 1,000,000 to get MGD.

Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Generally, these are BOD₅, TSS, TKN, and Oil and Grease. Other common wastes include TN, phosphorus, or NH₃-N. (NH₃-N is required for Fertilizer Manufacturing; Iron and Steel Manufacturing; Nonferrous Metals Forming/Metal Powders; Nonferrous Metals Manufacturing, Petroleum Refining, and Pharmaceutical Manufacturing industrial users.)

Average is the 30-day average, not including days with no discharge.

Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all parameters.

ITEM 11 - Enter limits on Incompatible wastes here. Incompatible wastes are any wastes not qualifying as compatible wastes in Item 10. This includes (but is not limited to): metals, total toxic organics, and inorganics such as chloride and sulfate. List all waste parameters that are contributed in concentrations greater than that present in the raw water supply. **USE THE AVERAGE FLOW LIMIT FOR AVERAGE AND MAXIMUM MASS CALCULATIONS.** Average and maximum limits must be included for all parameters. Attach additional sheets as necessary.

***NOTE:** A "Significant industrial user" means an industrial user of a publicly-owned treatment works (POTW) that meets any one of the following conditions:

1. Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
2. Contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW;
3. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
4. Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the POTW or for violating any pretreatment standards or requirements.

Upon a finding that an industrial user meeting the criteria in paragraph "1" or "2" of this definition has no reasonable potential for adversely affecting the operation of the POTW or for violating any pretreatment standard or requirement, the department may, at any time on its own initiative or in response to a request received from an industrial user or POTW, determine that an industrial user is not a significant industrial user.

Questions may be directed to Julie Faas, 515-725-8409 or julie.faas@dnr.iowa.gov.

Return the form to NPDES.mail@dnr.iowa.gov.

SCHEDULE F

Penalty Charges

PENALTY CHARGE. Major Contributing Industry Violations. The following Penalty Charges shall be assessed for exceeding Daily or Monthly Average flows and/or loads for any Participant's Capacity per a NPDES Permit through the City's Permit and are billed in addition to surcharges. In addition, any violations of a specified pollutant. Such Penalty Charges are set forth in addition to Surcharges.

CONSECUTIVE DAILY OCCURRENCES (determined based on number of consecutive sampling days with a daily maximum violation)

1. First Day: \$250.00 x (actual/pollutant limit)

Example: Actual BOD is 680 pounds per day, limit is 500 pounds per day. Fine would be:
 $\$250.00 \times (680/500) = \340.00

2. Second Day: \$500.00 x (actual/pollutant limit)

3. Third Day: \$750.00 x (actual/pollutant limit)

4. Fourth and additional Days: \$1,000.00 x (actual/pollutant limit)

** Consecutive sampling days shall be based on a 3-day cycle. If there are 2 clean sampling days after a violation, the penalty charge restarts at the First Day.*

**In addition, if Treatment Agreement violations by a major contributing industry cause permit violations by the City, the industry will be responsible for costs incurred by the City.*

CONSECUTIVE MONTHLY AVERAGE OCCURRENCE (determined based on number of consecutive months with a monthly average violation):

1. First Month: \$1,000 x (actual/pollutant limit) (if there has not been a violation of the specified pollutant in the last 12 months)

Example: Actual BOD is 680 pounds per day, limit is 500 pounds per day. Fine would be:
 $\$1,000 \times (680/500) = \$1,360.00$

2. Second Month: \$2,000.00 x (actual/pollutant limit)

3. Third Month: \$3,000.00 x (actual/pollutant limit)

4. Fourth and additional Month: \$4,000.00 x (actual/pollutant limit)

** Consecutive monthly violations shall be based on a 3-month cycle. If there are 2 months without a penalty following a violation, the penalty charge restarts at the First Month.*

**In addition, if Treatment Agreement violations by a major contributing industry cause permit violations by the City, the industry will be responsible for costs incurred by the City.*

Schedule F is subject to revision of the City Council. Penalty charges shall comply with the then current City Ordinance.

SCHEDULE G

Cost Share Amortization Schedule

See attached.

City of Nevada, Iowa
Sewer Enterprise Fund

PROJECTED CAPITAL PAYMENTS (BURKE PAYS \$0 UPFRONT - \$26,152,810 project share, 20-year repayment)

	Principal	Burke Portion	Total D/S	Coverage	1.10 X	Annual Adm Fee	Annual Payment	Per Month
		Interest						
1	\$ 951,051	\$ 817,877	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,130,539.80	\$ 94,211.65	\$ 1,129,539.80
2	\$ 981,739	\$ 787,189	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
3	\$ 1,013,418	\$ 755,511	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
4	\$ 1,046,118	\$ 722,810	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
5	\$ 1,079,874	\$ 689,054	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
6	\$ 1,114,719	\$ 654,210	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
7	\$ 1,150,688	\$ 618,240	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
8	\$ 1,187,818	\$ 581,110	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
9	\$ 1,226,146	\$ 542,782	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
10	\$ 1,265,711	\$ 503,217	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
11	\$ 1,306,553	\$ 462,376	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
12	\$ 1,348,712	\$ 420,217	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
13	\$ 1,392,232	\$ 376,697	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
14	\$ 1,437,156	\$ 331,773	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
15	\$ 1,483,529	\$ 285,399	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
16	\$ 1,531,399	\$ 237,529	\$ 1,768,928	\$ 176,893	\$ 1,000	\$ 1,946,820.80	\$ 162,235.07	\$ 1,945,820.80
17	\$ 1,580,814	\$ 188,115	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
18	\$ 1,631,823	\$ 137,106	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
19	\$ 1,684,478	\$ 84,451	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
20	\$ 1,738,832	\$ 30,097	\$ 1,768,929	\$ 176,893	\$ 1,000	\$ 1,946,821.90	\$ 162,235.16	\$ 1,945,821.90
	\$ 26,152,810	\$ 9,225,760	\$ 35,378,570	\$ 3,537,857	\$ 20,000	\$ 38,120,146.00		

Blended Rate 3.18%

This box has Burke's credit of 816,281 subtracted from the total.

ORDINANCE NO. 1074 (2025/2026)

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NEVADA,
IOWA, 2006, BY AMENDING PROVISIONS PERTAINING
TO SEWER USE CHARGES (CHAPTER 99)**

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

SECTION 1. SECTION MODIFIED. Chapter 99 (Sewer Use Charges of the Code of Ordinances of the City of Nevada, Iowa, 2006, is amended to read as follows:

CHAPTER 99: SEWER USE CHARGES

99.01 PURPOSE.

It is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to collect charges from all users. The proceeds of such charges so derived will be used for the purpose of operating, maintaining and retiring the debt for such public wastewater treatment works.

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

1. "BOD" (denoting Biological Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) C, expressed in milligrams per liter or parts per million.
2. "COD" (denoting Chemical Oxygen Demand) means the amount of the oxidant consumed is experimentally measured to calculate the equivalent amount of oxygen required by the wastewater for the degradation of the pollutants.
3. City of Nevada Industrial and Commercial Pretreatment Manual This manual sets forth uniform requirements for Users of the Publicly Owned Treatment Works for the City of Nevada [the City] and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403).
4. "Service Charges" are for debt retirement of any existing or future bonded indebtedness which include a minimum monthly charge and a usage charge per 1000 gallon.
5. "Normal domestic wastewater" means wastewater that has a COD₅ concentration of not more than 200 mg/l, a total suspended solids concentration of not more than 200 mg/l and an ammonia nitrogen concentration of not more than 35 mg/l.
6. "Operation and maintenance" mean all expenditures during the useful life of the wastewater treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed.
7. "Penalty Charge" means those charges assessed a major contributing industry when violations of a Participant's Capacity per the NPDES Permit through the City's permit are billed. These are in addition to any surcharges that have been assessed.
8. "pH" = $-\log[H^+]$: where $[H^+]$ denotes the molar hydrogen ion concentration
9. "Replacement" means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.
10. "Residential contributor" means any contributor to the City's treatment works whose lot, parcel of real estate or building is used for domestic dwelling purposes only.
11. "Surcharges" are assessed for discharges of a monitored contributors Industrial Waste with concentrations in excess of normal domestic strength sewage and represents the cost of treatment of the load.

12. "TKN" means the Total Kjeldahl Nitrogen is the sum of the organic nitrogen and ammonia nitrogen, concentration expressed in mg/l as determined using EPA approved methods.

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

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

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

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

17. "Useful life" means the estimated period during which a treatment works will be operated.

18. "User charge" means that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the treatment works.

19. "Water meter" means a water volume measuring and recording device, furnished and/or installed by the City or furnished and/or installed by a user and approved by the City, as further defined in Chapter 90 through 92 of this Code of Ordinances.

99.03 ANNUAL REVENUE REQUIRED. The user charge system shall generate adequate annual revenues to pay costs of annual operation and maintenance including replacement and costs associated with debt retirement of bonded capital associated with financing the treatment works which the City may by ordinance designate to be paid by the user charge system. That portion of the total user charge which is designated for operation and maintenance including repair, expansion or replacement of the collection system, pumping stations and treatment works shall be established by this chapter.

99.04 WATER METERS. Each user shall pay for the services provided by the City based on said user's use of the treatment works as determined by water meters acceptable to the City, and as further defined in Chapter 90 through 92 of this Code of Ordinances.

99.05 CHARGES BASED ON USAGE. For residential contributors, monthly user charges will be based on actual water usage for that month as evidenced by meter readings. For industrial and commercial contributors, user charges shall be based on water used during the current month. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water at the contributor's expense, and in a manner acceptable to the City.

99.06 DOMESTIC, COMMERCIAL AND INDUSTRIAL CLASSIFICATION SYSTEM. The City of Nevada evaluates sewer use charges for domestic, commercial and industrial dischargers based on a flow charge that includes the treatment of: Flow, BOD, COD, TSS, TKN, Total Nitrogen, Total Phosphorous, Oil/Grease and any other requirements based on the City's NPDES permit. The universal flow-based rate is applied to all dischargers. Additional surcharges for excessive discharges of the conventional pollutants listed above are applied through the City's

NPDES Treatment Agreements, sewer discharge monitoring and the Commercial-Industrial Classification System. Sewer use charges will address the discharges as to the type of discharge and with uniform surcharge rates for monitored industrial dischargers. Classifications will be: Residential: Single family domestic sewage discharger; Commercial; Industrial; Industrial-Monitored.

99.07 CLASSIFICATION DEFINITIONS. The universal flow-based rate is applied to all dischargers to the City of Nevada Wastewater Treatment Facility. Additional surcharges for excessive discharges of the conventional pollutants listed are applied through the City's NPDES Treatment Agreements, sewer discharge monitoring and the Commercial-Industrial Classification System

2. Industrial-Monitored: An industrial discharger that:

A. Monitors and records the flow from their discharge to the sanitary sewer with a Flow Paced or Time Paced Sampler and pH Recording Sampler five (5) days a week.

B. Determines the concentration of the following conventional pollutants utilizing the approved methods in 40 CFR part 136 and under the requirements of the Sufficiently Sensitive Method requirements in 40 CFR part 122.44. BOD, COD, CBOD, TSS, TKN, Total Nitrogen, Total Phosphorous, Total Oil and Grease (HEM), and Silica Gel Treated Oil and Grease (HEM-SGT).

C. Determines the concentration of the following inorganic and organic pollutants utilizing the approved methods in 40 CFR part 136 under the requirements of the Sufficiently Sensitive Method requirements in 40 CFR part 122.44. 40 CFR Part 503 Sludge Metals, 40 CFR Part 433 Categorical Pollutants, Other Pollutants of Concern Determined by the City of Nevada.

99.08 USER CHARGES. User charge means that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the treatment works.

1. Minimum User Charge. The minimum User Charge per month per account shall be:

METER READING DATE	MONTHLY USER FEE
June, 2024 All Users	\$20.00
June, 2025 All Users	\$ 20.00
November, 2025 All Users	\$8.90
June, 2026 All Users	\$9.17

*A 3% annual increase shall apply to the monthly User Charge starting June, 2027 and each year thereafter.

2. Quantity User Charge. In addition to the minimum monthly charge, each contributor shall pay a User Charge rate per 1000 gallons for operation and maintenance (including replacement), or construction of reasonable and necessary improvements:

METER READING DATE	USER CHARGE PER 1000 GALLONS OR PRO RATA PART THEREOF
June, 2022	\$6.26
December, 2022	\$10.00 Ord 1030
November 2025	\$6.05
June 2026	\$6.23
June 2027	\$6.42

*A 3% annual increase shall apply to the monthly User Charge starting June, 2028 and each year thereafter.

99.09 SERVICE CHARGE

In addition to the above two User Charges, each user shall be assessed an additional Service Charge per month for payment of debt retirement of any existing or future bonded indebtedness. Service Charges will replace the previous Sewer Construction Charge. Service Charges not applicable to any user who contributes upfront toward the debt or has an agreement in place for their cost share of the City's debt service.

1. Minimum Service Charge. Except for industries which have an agreement to establish separate debt repayment obligations, the minimum Service Charge per month per account shall be:

METER READING DATE	MONTHLY SERVICE FEE
Nov, 2025 All Users, excluding all Burke Marketing Corp. accts	\$19.25
Burke Marketing Corp, (1 acct only)	
November 2025 to October 2026	**\$ 94,211.65
November 2026 to October 2027	**\$162,235.07
	**As shown in Schedule G of the Allocated Capacity Agreement for Wastewater Services

*Rates shall be adjusted annually if necessary for any fluctuation in bond payment schedules.

**Burke rate shall be adjusted based on Final Cost of wastewater facility construction.

2. Quantity Service Charge. Except for industries which have an agreement to establish separate debt repayment obligations, in addition to the Service Charge minimum monthly charge, Each contributor shall pay a Quantity Service Charge rate for debt retirement of any existing or future bonded indebtedness:

METER READING DATE	CHARGE PER 1000 GALLONS OR PRO RATA PART THEREOF
June, 2025, excluding all Burke Marketing Corporation accounts	\$6.10

*Rates shall be adjusted for any fluctuation in bond payment schedules.

In addition, each monitored Industrial contributor will be charged a \$100.00 per month Billing Fee in recognition of the additional administrative costs associated with the billing of monitored Industrial contributors.

99.10 SURCHARGE. A Surcharge for discharge of Industrial Waste with concentrations in excess of normal domestic strength sewage and represents the cost of treatment of the load. For those monitored contributors who contribute wastewater the strength of which is greater than the limits set out below, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance including replacement is:

1. Biological Oxygen Demand (BOD) per pound over 200 mg/l

July 2025	July 2026	July 2027
0.472	0.501	0.516

*A 3% annual increase shall apply to the surcharge starting July 2028 and each year thereafter.

- OR Chemical Oxygen Demand (COD) per pound over 360 mg/l

July 2025	July 2026	July 2027
0.262	0.270	0.278

* A 3% annual increase shall apply to the surcharge starting July 2028 and each year thereafter.

2. Total Suspended Solids (TSS) per pound in excess of 200 mg/l

July 2025	July 2026	July 2027
\$1.12	1.15	1.19

* A 3% annual increase shall apply to the surcharge starting July 2028 and each year thereafter.

3. Total Kjeldahl Nitrogen (TKN) per pound in excess of 35 mg/l

July 2025	July 2026	July 2027
\$1.50	1.55	1.59

* A 3% annual increase shall apply to the **surcharge** starting July 2028 and each year thereafter.

4. Total Phosphorous Surcharge per pound in excess of 30 mg/l

July 2025	July 2026	July 2027
\$1.00	1.03	1.06

* A 3% annual increase shall apply to the **surcharge** starting July 2028 and each year thereafter.

5. Oil and Grease:

- A. \$.50 per pound in excess of 100 mg/l and an additional
- B. \$1.00 per pound in excess of 200 mg/l

99.11 PENALTY CHARGE. Major Contributing Industry Violations. The following Penalty Charges shall be assessed for exceeding Daily or Monthly Average flows and/or loads for any Participant's Capacity per a NPDES Permit through the City's Permit and are billed in addition to surcharges. In addition, any violations of a specified pollutant. Such Penalty Charges are set forth in addition to Surcharges.

CONSECUTIVE DAILY OCCURRENCE (determined based on number of consecutive sampling days with a daily maximum violation)

- 1. First Day: \$250.00 x (actual/pollutant limit)
Example: Actual BOD is 680 pounds per day, limit is 500 pounds per day. Fine would be: $\$250.00 \times (680/500) = \340.00
- 2. Second Day: \$500.00 x (actual/pollutant limit)
- 3. Third Day: \$750.00 x (actual/pollutant limit)
- 4. Fourth and additional Days: \$1,000.00 x (actual/pollutant limit)

**Consecutive sampling days shall be based on a 3-day cycle. If there are 2 clean sampling days after a violation, the penalty charge restarts at the First Day. *In addition, if Treatment Agreement violations by a major contributing industry cause permit violations by the City, the industry will be responsible for costs incurred by the City.*

CONSECUTIVE MONTHLY AVERAGE OCCURRENCE: (determined based on number of consecutive months with a monthly average violation):

- 1. First Month: \$1,000 x (actual/pollutant limit) (if there has been a violation of the specified pollutant in the last 12 months)
*Example: Actual BOD is 680 pounds per day, limit is 500 pounds per day. Fine would be: $\$1,000 \times (680/500) = \$1,360.00$
- 2. Second Month: \$2,000.00 x (actual/pollutant limit)
- 3. Third Month: \$3,000.00 x (actual/pollutant limit)
- 4. Fourth and additional Month: \$4,000.00 x (actual/pollutant limit)

**Consecutive monthly violations shall be based on a 3-month cycle. If there are 2 months without a penalty following a violation, the penalty charge restarts at the First Month.*

**In addition, if Treatment Agreement violations by a major contributing industry cause permit violations by the City, the industry will be responsible for costs incurred by the City.*

99.12. CUSTOMER SEWER DEPOSITS. Customer sewer deposits, waivers and additional deposits shall be as set forth in this section.

- 1. Before sewer service is provided to any customer, a deposit is required to the City Clerk equal to three months' average use based on past usage during the most recent period of continuous occupancy, but not less than seventy-five dollars (\$75.00). The deposit may be refunded or credited to the customer's account after a period of twenty-four (24) months during which time not more than one late payment penalty has been assessed.
- 2. The deposit requirement may be waived by the City Administrator if the customer is the owner of property upon which the sewer service is located and the customer has previously established a record of prompt payment of sewer bills due the City.

3. Any customer who does not presently have a deposit on file, or in cases where a deposit is on file with the City, and who has been assessed more than two (2) late penalties within a twelve (12) month period, shall be required to pay a deposit in an amount equal to three months average use based on past usage during the most recent period of continuous occupancy, but not less than \$75.00. In these cases, a "Notice of Required Deposit" shall be mailed by ordinary U.S. mail to the customer. In addition to notifying the customer that they must remit the deposit and the reason for its requirement, the Notice shall also state that if the deposit is not paid within 30 days from the date of the Notice, the sewer service may be discontinued. Any deposit required under this subsection may be refunded or credited to the customer's account after a period of twenty-four (24) months during which time not more than one late payment penalty has been assessed.

4. In cases where a deposit is on file with the City, but the customer has been assessed two (2) or more late payment penalties within a twelve (12) month period, the City may, in its sole discretion, require an additional deposit of \$75.00 in addition to the existing deposit. However, the total deposit shall not exceed an amount that is equal to three months' average use based on past usage during the most recent period of continuous occupancy. In these cases, a "Notices of Additional Deposit" shall be mailed by ordinary U.S. mail to the customer. In addition to notifying the customer that they must remit the additional deposit and the reason for its requirement, the Notice shall also state that if the additional deposit is not paid within 30 days from the date of the Notice, sewer service may be disconnected pursuant to the same procedures in section 92.06 of this Code. Any deposit required under this subsection may be refunded or credited to the customer's account after a period of twenty-four (24) months during which time not more than one late payment penalty has been assessed.

5. The Wastewater Superintendent is authorized to terminate sewer service to any customer who does not timely remit the deposit or additional deposit set forth in this section.

6. Service Fee. A Monthly Service Fee may be added to any customer that requires a special meter read.

99.13 RECOVERY OF INCREASED TREATMENT COSTS.

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works or any user which discharges any substance which singly or by interaction with other substances causes treatment works shall pay for such increased costs. The charge to each such user shall be as determined by the responsible plant operating personnel and approved by the Council.

99.14 UTILITY BILL ADJUSTMENT POLICY. To establish a consistent framework for adjustments to the wastewater portion on a customer's utility bill that is reasonable and bill caused by a leak on the customer's side of the meter or increased usage due to reasons listed in the Utility Bill Adjustment Policy. Customer's may submit a Utility Adjustment Request Form and required documents to the City Administrator's office for consideration.

99.15 APPLICABILITY. All sewer service charges are due and payable under the same terms and conditions provided for payment for a combined service account as contained in Section 92.05 of this Code of Ordinances. Sewer service may be discontinued in accordance with the provisions contained in Section 92.06 if the combined account becomes delinquent, and the provisions contained in Section 92.09 relating to lien notices shall also apply in the event of a delinquent account.

99.16 LIEN FOR NONPAYMENT. Unpaid charges, fines and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of five percent (5%) of the unpaid balance. The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for sewer service charges to the premises. Sewer service charges remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified to the County Treasurer for collection in the same manner as property taxes. Unless stated otherwise in a binding agreement.

99.17. RATES REVIEWED. The City shall review the user charge system at least annually in accordance with the Financial Policy of the City and revise user charge rates as necessary to ensure that

the system generates adequate revenues to pay the costs of operation and maintenance including replacement and any debt retirement of any existing or future bonded indebtedness and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

99.18 NOTICE TO USERS. The City will notify each user at least annually, in conjunction with a regular bill, of the rate being charged for operation and maintenance including replacement of the treatment works.

99.19 USER CHARGE ORDINANCE. The user charge ordinance shall take precedence over any terms or conditions of agreements or contracts which are inconsistent with the requirements of Section 204(b)(1)(A) of the Federal Clean Water Act and 40 CFR Part 35.2140 per current edition.

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

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

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

Passed and approved first reading by the Nevada City Council this _ day of _, 2025.

Passed and approved second reading by Nevada City Council this _ day of _, 2025.

Passed and approved third reading by the Nevada City Council this _ day of _, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

RESIDENTIAL ESTIMATES FOR WATER AND SEWER BILL

*Commercial Accts have Sewer tax and 2 REC Fees+tax in addition to the costs below.

RESIDENTIAL CUSTOMERS

Consumption	1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000	10,000	15,000	30,000	60,000
Per 1000 gallon	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	10.0	15.0	30.0	60.0
CURRENT WATER COSTS												
16.79 Minimum	\$16.79	\$16.79	\$16.79	\$16.79	\$16.79	\$16.79	\$16.79	\$16.79	\$16.79	\$16.79	\$16.79	\$16.79
\$7.73 \$7/1000 gal	\$7.73	\$15.46	\$23.19	\$30.92	\$38.65	\$46.38	\$54.11	\$61.84	\$77.30	\$115.95	\$231.90	\$463.80
WET Tax 6%	\$1.47	\$1.94	\$2.40	\$2.86	\$3.33	\$3.79	\$4.25	\$4.72	\$5.65	\$7.96	\$14.92	\$28.84
REC/TX	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60
STRM SWR	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25
CURRENT WATER TOTAL	\$32.84	\$41.04	\$49.23	\$57.42	\$65.62	\$73.81	\$82.00	\$90.20	\$106.59	\$147.55	\$270.46	\$516.28
CURRENT SEWER COSTS												
20.00 Minimum	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
\$10.00 \$10/1000 gal	\$10.00	\$20.00	\$30.00	\$40.00	\$50.00	\$60.00	\$70.00	\$80.00	\$100.00	\$150.00	\$300.00	\$600.00
SE Cons Fee	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
CURRENT SEWER TOTAL	\$38.00	\$48.00	\$58.00	\$68.00	\$78.00	\$88.00	\$98.00	\$108.00	\$128.00	\$178.00	\$328.00	\$628.00
CURRENT WATER/SEWER TOTAL	\$70.84	\$89.04	\$107.23	\$125.42	\$143.62	\$161.81	\$180.00	\$198.20	\$234.59	\$325.55	\$598.46	\$1,144.28
PROPOSED SEWER RATE & ESTIMATE												
\$ 19.25 Minimum Sewer SERVICE Fee	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25
\$6.10 Quantity Sewer SERVICE Charge	\$ 6.10	\$ 12.20	\$ 18.30	\$ 24.40	\$ 30.50	\$ 36.60	\$ 42.70	\$ 48.80	\$ 61.00	\$ 91.50	\$ 183.00	\$ 366.00
\$6.05 Quantity Sewer USER Charge	\$ 6.05	\$ 12.10	\$ 18.15	\$ 24.20	\$ 30.25	\$ 36.30	\$ 42.35	\$ 48.40	\$ 60.50	\$ 90.75	\$ 181.50	\$ 363.00
\$ 8.90 Minimum Sewer USER Charge	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90
\$ 40.30	\$ 52.45	\$ 64.60	\$ 76.75	\$ 88.90	\$ 101.05	\$ 113.20	\$ 125.35	\$ 137.50	\$ 149.65	\$ 210.40	\$ 392.65	\$ 757.15
PROPOSED TOTAL WATER/SEWER BILL												
\$73.14	\$93.49	\$113.83	\$134.17	\$154.52	\$174.86	\$195.20	\$215.55	\$235.90	\$256.24	\$357.95	\$663.11	\$1,273.43
INCREASE	\$2.30	\$4.45	\$6.60	\$8.75	\$10.90	\$13.05	\$15.20	\$17.35	\$21.65	\$32.40	\$64.65	\$129.15



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

October 8, 2025

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

Re: Nevada WWTF Improvements – Phase 3: Recommendation on Contractor's Application for Payment No. 41

Dear Jordan:

Attached is an electronic copy of Payment Application No. 41 from Boomerang Corp. for the Nevada WWTF Improvements – Phase 3 project.

- **Division 01 General Requirements:** No work completed this period;
- **Division 02 Existing Conditions:** No work completed this period;
- **Division 03 Concrete:** No work completed this period;
- **Division 04 Unit Masonry:** No work completed this period;
- **Division 05 Metals:** No work completed this period;
- **Division 06 Rough Carpentry:** No work completed this period;
- **Division 07 Thermal & Moisture:** No work completed this period;
- **Division 08 Doors and Hardware:** No work completed this period;
- **Division 09 Finishes:** No work completed this period;
- **Division 10 Specialties:** No work completed this period;
- **Divisions 22, 23, 35 Plumbing/HVAC/Gates:** AIS/O&M Documentation;
- **Divisions 25, 27 Integrated Automation, Comm.:** No work completed this period;
- **Division 26 Electrical:** No work completed this period;
- **Division 28 Electronic Safety and Security:** No work completed this period;
- **Division 31 Earthwork:** No work completed this period;
- **Division 32 Exterior Improvements:** No work completed this period;
- **Division 33 Utilities:** No work completed this period;
- **Division 41 Materials Processing:** No work completed this period;
- **Division 43 Process Gas, Purification:** Submersible Sump Pumps Materials;
- **Division 46 Water and Wastewater Equipment:** Vulcan Bar Screens Materials;

The revised total for Work Completed this Period for Pay Application No. 41 is \$0.00. See attached payment application markups for an explanation of revisions.

As of this Pay Application, Boomerang Corp. has previously been paid 82.3% of the total contract value and is now requesting payment that would reflect a cumulative payment of approximately 96% of the total contract value. As of this Pay Application, 216% of the current contract time has been used. Boomerang Corp. substantially completed the work 697 calendar days behind schedule based on the current contract Substantial Completion date. HRG would also like to note that the project is nearly finally complete pending completion of punchlist items. HRG has requested a schedule update from Boomerang for when the remaining work will be completed.



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

As you are aware, there has been a significant delay in the Contractor's progress of Work with regard to meeting the requirements of Substantial Completion. Attached is a letter dated October 7, 2025, from HR Green to Boomerang Corporation which identifies the potential assessment of liquidated damages corresponding to Boomerang's the 697-calendar day delay in achieving Substantial Completion on the project. Due to this delay, we recommend withholding the combined value of retainage on work completed & stored materials to date and potential liquidated damages from future payment applications including Payment Application No. 41. As of Boomerang's submittal of Payment Application No. 41, this combined value is currently \$1,399,458.41. The remaining Contract "Balance to Finish, Including Retainage" amount is \$1,244,117.27 due to Boomerang based on the approved payment from Payment Application No. 40. Currently, the amount remaining is less than the combined value recommended to withhold from payment.

Additionally, HR Green and the City were notified on July 24, 2025, of claims against Boomerang by multiple subcontractors on the project in a total amount exceeding the retainage withheld on the work complete & stored materials to date.

Therefore, we recommend a maximum payment to Boomerang for Payment Application No. 41 of \$0.00. See attached calculation summary sheet for this recommended payment amount. Additional payments to Boomerang may be recommended if the combined value of recommended withholding is reduced due to reduction of potential liquidated damages.

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

Sincerely,
HR GREEN, INC.

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

Michael Roth, P.E.
Project Manager

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



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

October 7, 2025

(VIA EMAIL)

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

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

Dear Marianne,

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

The contractual Substantial Completion date is June 9, 2023. On July 28, 2025, the City of Nevada awarded Substantial Completion for the project as of May 6, 2025.

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

- Substantial Completion: 697 calendar days @ \$1,500/calendar day = \$1,045,500.00

Withholding payment is anticipated to occur once the sum of:

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

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

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

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

Sincerely,

HR GREEN, INC.

Michael Roth, P.E.
Project Manager

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

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Nevada WWTF Improvements - Phase 3

Pay App # 41

Recommended Payment Amount Calculation Summary

Line	Item	Amount
1	Requested "Amount Due" in this Payment Application	\$ 0.00
2	Retainage on work completed & stored materials to date	\$ 353,958.41
3	Potential liquidated damages	\$ 1,045,500.00
4	Total	\$ 1,399,458.41
5	Balance to Finish, Including Retainage from previous approved payment application	\$ 1,244,117.27
6	Current Payment Application reduction (Line 5 - Line 4)	\$ (155,341.14)
7	Recommended payment amount for this Payment Application (Line 1 + Line 6)	\$ -

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Nevada PROJECT: Nevada Wastewater Improvements APPLICATION NO: 41
PERIOD TO: 9.30.25
PROJECT NOS:

CONTRACT DATE:

FROM CONTRACTOR: Boomerang Corp
PO Box 227 13225 Circle Dr. Suite A
Anamosa, Iowa 52205

VIA ENGINEER:

HR Green
Michael Roth

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 7,077,000.00
2. Net change by Change Orders \$ (50,180.84)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 7,026,819.16
4. TOTAL COMPLETED & STORED TO DATE \$ 7,086,840.46
7,079,168.13

5. RETAINAGE:

a. 5% of Work Completed (Not including water main)
(Columns D + E on Continuation Sheet) \$ ~~354,340.96~~
353,958.41

b. 5% of Stored Material
(Column F on Continuation Sheet) \$ -
Total Retainage (Line 5a + 5b)
(Total in Column I on Continuation Sheet) \$ ~~354,340.96~~
353,958.41

6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) \$ ~~6,732,478.20~~
6,725,209.72

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 6,725,209.72
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ ~~7,268.48~~
0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ ~~204,340.96~~
301,609.44
(Line 3 less Line 6)

Edits by Michael Roth, P.E.
See edits on pages 3 & 5.

CONTRACTOR:

By:

Date:

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 0.00

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

ENGINEER:

By:

Date:

OWNER'S APPROVAL:

By:

Date:

CONTINUATION SHEET

APPLICATION NO: 41

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

PERIOD TO: 9.30.26

ENGINEER'S PROJECT NO.:

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

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period	F Materials Properly Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (C - G)	I Retainage (if Variable Rate)
				From Previous Application (D + E)						
1	Division 01 General Requirements Bonds / Permits / Insurance Administration/Project Management Mobilization Toilets/Dumpsters /Etc SWPPP/Erosion Control Survey Bypass Pumping	\$ 95,000.53	\$ 95,000.53	\$ 95,000.53	\$ -	\$ -	\$ -	\$ 95,000.53	\$ -	\$ 4,750.03
		\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	\$ -	\$ -	\$ 90,000.00	\$ -	\$ 2,500.00
		\$ 78,000.00	\$ 78,000.00	\$ 78,000.00	\$ -	\$ -	\$ -	\$ 78,000.00	\$ -	\$ 3,900.00
		\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 400.00
		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 250.00
		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 500.00
		\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 1,500.00
2	Division 02 Existing Conditions Pavement/Gravel Removal Manhole/pipe removal Pipe Abandonment	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 300.00
		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 250.00
		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 250.00
3	Division 3 Concrete Lift Station Reinforcing Materials Lift Station Reinforcing Labor Lift Station Concrete Materials Lift Station Concrete Labor Bypass Structure Reinforcing Materials Bypass Structure Reinforcing Labor Bypass Structure Concrete Materials Bypass Concrete Labor Generator Pad/Bollards/Miscellaneous Hollow Core Roof Planks/ Precast Stairs Labor and Materials Hollow Core Planks/ Stairs Submittal Drawings	\$ 320,486.00	\$ 320,486.00	\$ 320,486.00	\$ -	\$ -	\$ -	\$ 320,486.00	\$ -	\$ 16,024.30
		\$ 475,000.00	\$ 475,000.00	\$ 475,000.00	\$ -	\$ -	\$ -	\$ 475,000.00	\$ -	\$ 23,750.00
		\$ 235,000.00	\$ 235,000.00	\$ 235,000.00	\$ -	\$ -	\$ -	\$ 235,000.00	\$ -	\$ 11,750.00
		\$ 687,000.00	\$ 687,000.00	\$ 687,000.00	\$ -	\$ -	\$ -	\$ 687,000.00	\$ -	\$ 34,350.00
		\$ 6,600.00	\$ 6,600.00	\$ 6,600.00	\$ -	\$ -	\$ -	\$ 6,600.00	\$ -	\$ 325.00
		\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ -	\$ -	\$ -	\$ 9,500.00	\$ -	\$ 475.00
		\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 425.00
		\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 1,000.00
		\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ -	\$ -	\$ -	\$ 23,000.00	\$ -	\$ 1,150.00
		\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ -	\$ -	\$ -	\$ 105,000.00	\$ -	\$ 5,250.00
		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 500.00
4	Division 4 Unit Masonry Submittals CMU Labor and Materials Brick Labor and Materials	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 75.00
		\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ -	\$ -	\$ -	\$ 125,000.00	\$ -	\$ 6,250.00
		\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	\$ -	\$ -	\$ 95,000.00	\$ -	\$ 4,750.00
5	Division 5 Metals Submittals Embeds/Limits Labor and Materials Ladder/Grating/Stairs and Handrail Materials Ladder/Grating/Stairs and Handrail Labor	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 100.00
		\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	\$ -	\$ 2,250.00
		\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	\$ -	\$ -	\$ 95,000.00	\$ -	\$ 4,750.00
		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 750.00
6	Division 6 Rough Carpentry Roof Nailer Labor and Material Masonry Bucks at openings Labor and Materials Mourning Boards, Miscellaneous Nailers Labor and Materials	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 450.00
		\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ -	\$ 325.00
		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 125.00
7	Division 7 Thermal and Moisture Bentonite Waterproofing Materials Bentonite Waterproofing Labor Cavity Wall Insulation at Masonry Labor and Materials Perimeter Foundation Wall Insulation Labor and Materials	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00
		\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ -	\$ -	\$ -	\$ 32,500.00	\$ -	\$ 1,625.00
		\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 1,500.00
		\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00

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

9.30.25

PERIOD TO:
ENGINEER'S PROJECT NO.:

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

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

A	B	C		D		E	F	G	H	I
		Scheduled Value	From Previous Application (D + E)	Work Completed	This Period					
Item No.	Description of Work									
	Caulking and Sealants Labor and Materials	\$ 10,000.00	\$ 10,000.00	\$ -	-	\$ 10,000.00	100%	\$ -	-	500.00
	Weather Barrier At Masonry Materials	\$ 4,500.00	\$ 4,500.00	\$ -	-	\$ 4,500.00	100%	\$ -	-	225.00
	Weather Barrier at Masonry Labor	\$ 7,500.00	\$ 7,500.00	\$ -	-	\$ 7,500.00	100%	\$ -	-	375.00
	TPO Roofing Submittals	\$ 4,500.00	\$ 4,500.00	\$ -	-	\$ 4,500.00	100%	\$ -	-	225.00
	TPO Roofing Materials	\$ 55,000.00	\$ 55,000.00	\$ -	-	\$ 55,000.00	100%	\$ -	-	2,750.00
	TPO Roofing Labor	\$ 9,000.00	\$ 9,000.00	\$ -	-	\$ 9,000.00	100%	\$ -	-	450.00
	Sheet Metal Flashings and Trims Labor and Materials	\$ 6,000.00	\$ 6,000.00	\$ -	-	\$ 6,000.00	100%	\$ -	-	300.00
	Roofing Accessories Labor and Materials	\$ 1,500.00	\$ 1,500.00	\$ -	-	\$ 1,500.00	100%	\$ -	-	75.00
	Fireslopping/Miscellaneous Insulation Labor and Materials	\$ 1,500.00	\$ 1,500.00	\$ -	-	\$ 1,500.00	100%	\$ -	-	75.00
8	Division 8 Doors and Hardware	\$ 5,000.00	\$ 5,000.00	\$ -	-	\$ 5,000.00	100%	\$ -	-	250.00
	ALL door and Hardware Submittals	\$ 20,000.00	\$ 20,000.00	\$ -	-	\$ 20,000.00	100%	\$ -	-	1,000.00
	Aluminum Doors Frames Materials	\$ 13,500.00	\$ 13,500.00	\$ -	-	\$ 13,500.00	100%	\$ -	-	675.00
	Aluminum Doors Frames Labor	\$ 10,000.00	\$ 10,000.00	\$ -	-	\$ 10,000.00	100%	\$ -	-	500.00
	Hardware Materials	\$ 12,500.00	\$ 12,500.00	\$ -	-	\$ 12,500.00	100%	\$ -	-	625.00
	FRP Doors and Frames Materials	\$ 8,000.00	\$ 8,000.00	\$ -	-	\$ 8,000.00	100%	\$ -	-	400.00
	FRP Doors and Frames Labor	\$ 50,000.00	\$ 50,000.00	\$ -	-	\$ 50,000.00	100%	\$ -	-	2,500.00
	Floor Hatches Labor and Materials	\$ 11,000.00	\$ 11,000.00	\$ -	-	\$ 11,000.00	100%	\$ -	-	550.00
	Overhead Colling Doors Materials	\$ 3,000.00	\$ 3,000.00	\$ -	-	\$ 3,000.00	100%	\$ -	-	150.00
	Overhead Colling Doors Labor/ Shipping	\$ 15,000.00	\$ 15,000.00	\$ -	-	\$ 15,000.00	100%	\$ -	-	750.00
9	Translucent Roof Assemblies Materials	\$ 7,500.00	\$ 7,500.00	\$ -	-	\$ 7,500.00	100%	\$ -	-	375.00
	Translucent Roof Assemblies Labor									
	Division 9 Finishes	\$ 43,000.00	\$ 43,000.00	\$ -	-	\$ 43,000.00	100%	\$ -	-	-
	Painting Labor and Materials	\$ 130,000.00	\$ 130,000.00	\$ -	-	\$ 130,000.00	100%	\$ -	-	2,150.00
	Corrosion Protective Liner Materials	\$ 285,000.00	\$ 285,000.00	\$ -	-	\$ 285,000.00	100%	\$ -	-	6,500.00
	Corrosion Protection Liner Labor									13,250.00
	Division 10 Specialties	\$ 900.00	\$ 900.00	\$ -	-	\$ 900.00	100%	\$ -	-	-
	Signage Labor and Materials	\$ 800.00	\$ 800.00	\$ -	-	\$ 800.00	100%	\$ -	-	45.00
10	Toilet Accessories Labor and Materials	\$ 800.00	\$ 800.00	\$ -	-	\$ 800.00	100%	\$ -	-	40.00
	Fire Extinguishers Labor and Materials									
	Division 22,23,35 Plumbing/HVAC/Gates	\$ 32,000.00	\$ 32,000.00	\$ -	-	\$ 32,000.00	100%	\$ -	-	-
	Hydropneumatic Surge Tanks Materials Down Payment	\$ 288,000.00	\$ 288,000.00	\$ -	-	\$ 288,000.00	100%	\$ -	-	1,600.00
	Hydropneumatic Surge Tanks Materials - Balance	\$ 13,500.00	\$ 13,500.00	\$ -	-	\$ 13,500.00	100%	\$ -	-	14,400.00
	Hydropneumatic Surge Tank Labor	\$ 243,000.00	\$ 243,000.00	\$ -	-	\$ 243,000.00	100%	\$ -	-	875.00
	Process Valves/ Gates Materials	\$ 25,500.00	\$ 25,500.00	\$ -	-	\$ 25,500.00	100%	\$ -	-	12,150.00
	Process Valves/ Gates Labor	\$ 260,934.00	\$ 260,934.00	\$ -	-	\$ 260,934.00	100%	\$ -	-	1,275.00
	Plumbing/ HVAC Materials	\$ 25,066.00	\$ 25,066.00	\$ -	-	\$ 25,066.00	100%	\$ -	-	13,046.70
22	Liebert Mkt Split Materials	\$ 197,000.00	\$ 197,000.00	\$ -	-	\$ 197,000.00	100%	\$ -	-	1,253.30
	Plumbing HVAC Labor	\$ 19,350.00	\$ 19,350.00	\$ -	-	\$ 19,350.00	100%	\$ -	-	985.00
	Process Piping Materials Down Payment	\$ 109,650.00	\$ 109,650.00	\$ -	-	\$ 109,650.00	100%	\$ -	-	967.50
	Process Piping Balance Materials	\$ 76,000.00	\$ 76,000.00	\$ -	-	\$ 76,000.00	100%	\$ -	-	5,482.50
	Process Piping Labor	\$ 5,000.00	\$ 5,000.00	\$ -	-	\$ 5,000.00	100%	\$ -	-	3,800.00
	AIS/ O&M Documentation	\$ 10,000.00	\$ 10,000.00	\$ -	-	\$ 10,000.00	100%	\$ -	-	250.00
	Training/ Start Ups	\$ 5,000.00	\$ 5,000.00	\$ -	-	\$ 5,000.00	100%	\$ -	-	500.00
	Submittals			\$ 0.00	-	\$ -	0%	\$ -	-	250.00
										-
										-
25	Division 25,27 Integrated Automation, Comm.	\$ 30,000.00	\$ 30,000.00	\$ -	-	\$ 30,000.00	100%	\$ -	-	-
	Jeico Submittals	\$ 320,000.00	\$ 320,000.00	\$ -	-	\$ 320,000.00	100%	\$ -	-	1,500.00
	Jeico Production Labor and Materials	\$ 30,000.00	\$ 30,000.00	\$ -	-	\$ 30,000.00	100%	\$ -	-	16,000.00
	Final Checks Start up									1,500.00

Edits by Michael Roth, P.E.

AIS/O&M Documentation: Final O&M manuals & documentation not received

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

9.30.25

PERIOD TO:
ENGINEER'S PROJECT NO.:

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

Use Column 1 on Contracts where variable retentage for line items may apply.

A	B	C		D		E	F	G	H	I
Item No.	Description of Work	Scheduled Value	Work Completed		This Period	Materials Presently Stored (not in D or E)	Total Completed & Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C - G)	Retainage (if Variable Rate)
			From Previous Application (D + E)							
28	Division 28 Electrical									
	Demo	\$ 1,700.00	\$ 1,700.00		-	\$ -	\$ 1,700.00	100%	-	\$ 85.00
	Underground Labor	\$ 40,000.00	\$ 40,000.00		-	\$ -	\$ 40,000.00	100%	-	\$ 2,000.00
	Underground Materials	\$ 41,000.00	\$ 41,000.00		-	\$ -	\$ 41,000.00	100%	-	\$ 2,050.00
	Branch Conduit Labor	\$ 50,000.00	\$ 50,000.00		-	\$ -	\$ 50,000.00	100%	-	\$ 2,500.00
	Branch Conduit Materials	\$ 30,000.00	\$ 30,000.00		-	\$ -	\$ 30,000.00	100%	-	\$ 1,500.00
	Feeder Conduit Labor	\$ 28,000.00	\$ 28,000.00		-	\$ -	\$ 28,000.00	100%	-	\$ 1,400.00
	Feeder Conduit Materials	\$ 36,000.00	\$ 36,000.00		-	\$ -	\$ 36,000.00	100%	-	\$ 1,750.00
	Branch Wire Labor	\$ 13,000.00	\$ 13,000.00		-	\$ -	\$ 13,000.00	100%	-	\$ 650.00
	Branch Wire Materials	\$ 13,000.00	\$ 13,000.00		-	\$ -	\$ 13,000.00	100%	-	\$ 650.00
	Feeder Wire Labor	\$ 16,000.00	\$ 16,000.00		-	\$ -	\$ 16,000.00	100%	-	\$ 800.00
	Feeder Wire Materials	\$ 42,000.00	\$ 42,000.00		-	\$ -	\$ 42,000.00	100%	-	\$ 2,100.00
	Electrical Gear Labor	\$ 11,000.00	\$ 11,000.00		-	\$ -	\$ 11,000.00	100%	-	\$ 550.00
	Electrical Gear Materials	\$ 33,500.00	\$ 33,500.00		-	\$ -	\$ 33,500.00	100%	-	\$ 1,675.00
	Lighting Protection Labor and Materials	\$ 8,500.00	\$ 8,500.00		-	\$ -	\$ 8,500.00	100%	-	\$ 425.00
	Lighting Labor	\$ 11,000.00	\$ 11,000.00		-	\$ -	\$ 11,000.00	100%	-	\$ 550.00
	Lighting Materials	\$ 33,000.00	\$ 33,000.00		-	\$ -	\$ 33,000.00	100%	-	\$ 1,650.00
	Devices Labor	\$ 4,000.00	\$ 4,000.00		-	\$ -	\$ 4,000.00	100%	-	\$ 200.00
	Devices Materials	\$ 17,000.00	\$ 17,000.00		-	\$ -	\$ 17,000.00	100%	-	\$ 850.00
	Generator Labor	\$ 6,000.00	\$ 6,000.00		-	\$ -	\$ 6,000.00	100%	-	\$ 300.00
	Controls Labor	\$ 25,000.00	\$ 25,000.00		-	\$ -	\$ 25,000.00	100%	-	\$ 1,250.00
	Submittals/CAD Design	\$ 36,000.00	\$ 36,000.00		-	\$ -	\$ 36,000.00	100%	-	\$ 1,800.00
	Committee Generator/Transfer Switch Materials	\$ 137,600.00	\$ 137,600.00		-	\$ -	\$ 137,600.00	100%	-	\$ 6,880.00
28	Electronic Safety and Security	\$ 5,595.46	\$ 5,595.46		-	\$ -	\$ 5,595.46	100%	-	\$ 275.77
	Security Cameras Down Payment	\$ 5,035.01	\$ 5,035.01		-	\$ -	\$ 5,035.01	100%	-	\$ 251.75
31	Division 31 Earthwork									
	Lay down /storage areas	\$ 25,000.00	\$ 25,000.00		-	\$ -	\$ 25,000.00	100%	-	\$ 1,250.00
	Silt/Respread topsoil	\$ 6,000.00	\$ 6,000.00		-	\$ -	\$ 6,000.00	100%	-	\$ 300.00
	Mass Excavation	\$ 85,000.00	\$ 85,000.00		-	\$ -	\$ 85,000.00	100%	-	\$ 4,250.00
	Dewatering	\$ 50,000.00	\$ 50,000.00		-	\$ -	\$ 50,000.00	100%	-	\$ 2,500.00
	Backfill Structures	\$ 20,000.00	\$ 20,000.00		-	\$ -	\$ 20,000.00	100%	-	\$ 1,000.00
	Final Grade	\$ 5,000.00	\$ 5,000.00		-	\$ -	\$ 5,000.00	100%	-	\$ 250.00
32	Division 32 Exterior Improvements									
	Aggregate Base Courses Labor and Materials	\$ 25,000.00	\$ 25,000.00		-	\$ -	\$ 25,000.00	100%	-	\$ 1,250.00
	Paving Labor and Materials	\$ 90,000.00	\$ 90,000.00		-	\$ -	\$ 90,000.00	100%	-	\$ 4,500.00
	Asphalt Patch	\$ 5,000.00	\$ 5,000.00		-	\$ -	\$ 5,000.00	100%	-	\$ 250.00
	Temporary Access Road	\$ 4,500.00	\$ 4,500.00		-	\$ -	\$ 4,500.00	100%	-	\$ 225.00
	Granular Surfacing	\$ 3,500.00	\$ 3,500.00		-	\$ -	\$ 3,500.00	100%	-	\$ 175.00
	Chain Link Fence and Gates	\$ 27,000.00	\$ 27,000.00		-	\$ -	\$ 27,000.00	100%	-	\$ 1,350.00
	Bollard Covers	\$ 1,500.00	\$ 1,500.00		-	\$ -	\$ 1,500.00	100%	-	\$ 75.00
	Seeding	\$ 6,000.00	\$ 6,000.00		-	\$ -	\$ 6,000.00	100%	-	\$ 300.00
33	Division 33 Utilities									
	Disinfection of Wastewater	\$ 1,500.00	\$ 1,500.00		-	\$ -	\$ 1,500.00	100%	-	\$ 75.00
	Vitrification of Sanitary Sewer	\$ 500.00	\$ 500.00		-	\$ -	\$ 500.00	100%	-	\$ 25.00
	Precast Manholes with Liner Materials	\$ 65,000.00	\$ 65,000.00		-	\$ -	\$ 65,000.00	100%	-	\$ 3,250.00
	Precast Manholes Labor	\$ 30,000.00	\$ 30,000.00		-	\$ -	\$ 30,000.00	100%	-	\$ 1,500.00
	Tapping Sleeve Labor and Materials	\$ 6,000.00	\$ 6,000.00		-	\$ -	\$ 6,000.00	100%	-	\$ 300.00

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

9.30.25

PERIOD TO:
ENGINEER'S PROJECT NO.:

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

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

A	B	C		D		E		F	G		H	I	
		Scheduled Value	From Previous Application (D + E)	Work Completed		Materials Presently Stored (not in D or E)	Total Completed & Stored to Date (D + E + F)		% (G/C)	Balance to Finish (C - G)			
Item No.	Description of Work							This Period					
	Watermain Materials	\$	25,000.00	\$	25,000.00	-	\$	-	\$	25,000.00	\$	1,250.00	
	Watermain Labor	\$	28,000.00	\$	28,000.00	-	\$	-	\$	28,000.00	\$	1,400.00	
	Hydrostatic Testing	\$	800.00	\$	800.00	-	\$	-	\$	800.00	\$	40.00	
	Sanitary Piping Materials	\$	50,000.00	\$	50,000.00	-	\$	-	\$	50,000.00	\$	2,500.00	
	Sanitary Piping Labor	\$	25,000.00	\$	25,000.00	-	\$	-	\$	25,000.00	\$	1,250.00	
	Sanitary Sewer/Manhole Tooling	\$	1,200.00	\$	1,200.00	-	\$	-	\$	1,200.00	\$	60.00	
	Subdrain Labor and Materials	\$	4,500.00	\$	4,500.00	-	\$	-	\$	4,500.00	\$	225.00	
	Storm sewer Materials	\$	15,000.00	\$	15,000.00	-	\$	-	\$	15,000.00	\$	750.00	
	Storm sewer Labor	\$	12,000.00	\$	12,000.00	-	\$	-	\$	12,000.00	\$	600.00	
41	Division 41 Materials Processing	\$	7,000.00	\$	7,000.00	-	\$	-	\$	7,000.00	\$	350.00	
	Monorail Beam	\$	9,000.00	\$	9,000.00	-	\$	-	\$	9,000.00	\$	450.00	
43	Division 43 Process Gas , Purification	\$	270,000.00	\$	270,000.00	-	\$	-	\$	270,000.00	\$	13,500.00	
	Cornell Pumps Materials	\$	5,000.00	\$	5,000.00	-	\$	-	\$	5,000.00	\$	250.00	
	Cornell Pumps Submittals	\$	7,000.00	\$	7,000.00	-	\$	-	\$	7,000.00	\$	350.00	
	Cornell Pumps Install	\$	10,000.00	\$	9,600.00	0.00	\$	-	\$	10,000.00	\$	500.00	
	Submersible Sump Pumps Materials	\$	2,500.00	\$	2,500.00	-	\$	-	\$	2,500.00	\$	125.00	
46	Division 46 Water and Wastewater Equipment	\$	412,083.00	\$	406,931.87	0.00	\$	-	\$	412,083.00	\$	20,604.15	
	Vulcan Bar Screens Materials	\$	12,000.00	\$	12,000.00	-	\$	-	\$	12,000.00	\$	600.00	
	Vulcan Labor to install	\$	-	\$	-	-	\$	-	\$	-	\$	-	
	Change Orders	\$	(50,000.00)	\$	-	-	\$	-	\$	-	\$	-	
	Change Order #1.1 - HTM pumps	\$	(10,000.00)	\$	-	-	\$	-	\$	(50,000.00)	\$	-	
	Change Order #1.2 - Hatches	\$	-	\$	-	-	\$	-	\$	(10,000.00)	\$	-	
	Change Order #2	\$	9,819.16	\$	9,819.16	-	\$	-	\$	9,819.16	\$	490.96	
		\$	7,026,819.16	\$	7,079,168.13	\$	7,651.03	\$	0.00	\$	77,086,819.16	\$	354,340.96

Edits by Michael Roth, P.E.
Submersible Sump Pump Materials: Final O&M manual not received.
Vulcan Bar Screens Materials: Final revised O&M manual not received



West Indian Creek (Project A)



Pay Application 4

To: Mayor and City Council
From: Kate Barnes, Lead Engineer
Date: October 7, 2025
Subject: Recommendation for Approval – Pay Application 4 from RW Excavating

HR Green has reviewed the pay application submitted by RW Excavating on September 29, 2025. Please see the attached Application and Certificate for Payment #4 for the City of Nevada, IA – West Indian Creek (Project A) Project with signatures and certification.

This item is scheduled for consideration and approval at the October 13, 2025 City Council meeting.

Please let us know if there are any questions regarding this recommendation.

A handwritten signature in black ink that reads 'Kate Barnes'.

Kate Barnes, Lead Engineer, P.E.
Iowa License #P26428

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:

West Indian Creek

APPLICATION NO:

4

DISTRIBUTION TO:

OWNER
ENGINEER
CONTRACTOR

PERIOD TO:

9/29/25

FROM CONTRACTOR:

RW Excavating Solutions
13293 S 88th Ave W
Prairie City, IA 50228

Engineer:

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

PROJECT NO:

191900

CONTRACT DATE:

4/14/2025

CONTRACT FOR: Infrastructure Reconstruction

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER				
TOTAL			\$0.00	\$0.00
APPROVED THIS MONTH				
NUMBER	DATE APPROVED			
CO1	7/22/2025		\$31,431.00	
CO2	8/27/2025		\$0.00	
CO3	9/2/2025		\$59,500.00	
TOTALS			\$90,931.00	\$0.00
Net change by Change Orders			\$90,931.00	

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

CONTRACTOR: RW Excavating Solutions

RW *WDS* DATE: 10/7/2025

1. ORIGINAL CONTRACT SUM	\$666,012.00
2. Net change by Change Orders	\$90,931.00
3. CONTRACT SUM TO DATE	\$756,943.00
4. TOTAL COMPLETED & STORED TO DATE	\$607,809.60
(Column G on G703)	

5. RETAINAGE:

a. 3% of completed work	\$18,234.29
(Column D + E on G703)	
b. 5% of stored material	\$0.00
(Column F on G703)	

6. TOTAL EARNED LESS RETAINAGE	\$689,575.31
(Line 4 less Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)	\$539,872.03
8. CURRENT PAYMENT DUE	\$49,703.28
9. BALANCE TO FINISH, PLUS RETAINAGE	\$167,367.69
(Line 3 less Line 6)	

CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$49,703.28
(Attach explanation if amount certified differs from the amount applied for)

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.

By: *Wt. Bann* Date: 10/7/2025

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.

Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA
 West Indian Creek (Project A)
 Contractor: RW-Excavating Solutions

Estimate No. 1 Date: 10/07/2025

Period Ending: 9/29/2025

CONTRACT															WORK COMPLETED									
NO.	ITEM	UNIT	QTY	C.O. QTY	TOTAL	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS \$ AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETED TO DATE	\$ AMOUNT TO DATE	RETAINAGE										
1.	TEMPORARY TRAFFIC CONTROL	LS	1		1	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00		\$ -	1.00	\$ 4,500.00	\$ 135.00										
2.	CLEAR AND GRUBBING	LS	1		1	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00		\$ -	1.00	\$ 25,000.00	\$ 750.00										
3.	TOPSOIL, ON-SITE, 6 INCH DEPTH (STRIP, SALVAGE, AND RESPREAD)	CY	4,306		4,306	\$ 6.50	\$ 27,989.00	850.00	\$ 5,525.00	3,456.00	\$ 22,464.00	4,306.00	\$ 27,989.00	\$ 839.67										
4.	EXCAVATION, CLASS 10 HAUL OFF-SITE	CY	350		350	\$ 15.00	\$ 5,250.00	0.00	\$ -	350.00	\$ 5,250.00	350.00	\$ 5,250.00	\$ 157.50										
5.	EXCAVATION, CLASS 10 RESPREAD OFF-SITE	CY	3,423		3,423	\$ 11.00	\$ 37,653.00	2,924.00	\$ 32,164.00	499.00	\$ 5,489.00	3,423.00	\$ 37,653.00	\$ 1,129.59										
6.	EXCAVATION, CLASS 10 REUSE ON-SITE	CY	8,715		8,715	\$ 5.00	\$ 43,575.00	7,446.00	\$ 37,230.00	1,269.00	\$ 6,345.00	8,715.00	\$ 43,575.00	\$ 1,307.25										
7.	REMOVAL OF SHARED USE PATH	SY	60		60	\$ 20.00	\$ 1,200.00	0.00	\$ -		\$ -	0.00	\$ -	\$ -										
8.	SHARED USE PATH REPLACEMENT, MATCH EXISTING HMA	SY	60		60	\$ 60.00	\$ 3,600.00	0.00	\$ -		\$ -	0.00	\$ -	\$ -										
9.	PERMANENT CONVENTIONAL SEEDING, FERTILIZING, AND MULCH (SUDAS TYPE 1)	AC	0.3		0	\$ 7,000.00	\$ 2,100.00	0.20	\$ 1,400.00		\$ -	0.20	\$ 1,400.00	\$ 42.00										
10.	TEMPORARY HYDRAULIC SEEDING AND MBFM (SUDAS TYPE 4)	AC	5.3		5	\$ 7,000.00	\$ 37,100.00	0.00	\$ -		\$ -	0.00	\$ -	\$ -										
11.	FERTILIZING, AND MBFM (SUDAS NATIVE CRASSICA)	AC	5	0.1	5	\$ 7,000.00	\$ 35,700.00	0.40	\$ 2,800.00		\$ -	0.40	\$ 2,800.00	\$ 84.00										
12.	WARRANTY, 3 YEAR ESTABLISHMENT AND MAINTENANCE	LS	1		1	\$ 3,000.00	\$ 3,000.00	0.00	\$ -		\$ -	0.00	\$ -	\$ -										
13.	SWPPP PREPARATION	LS	1		1	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00		\$ -	1.00	\$ 3,500.00	\$ 105.00										
14.	SWPPP MANAGEMENT	LS	1		1	\$ 7,500.00	\$ 7,500.00	0.70	\$ 5,250.00		\$ -	0.70	\$ 5,250.00	\$ 157.50										
15.	RECP, TYPE SB, NATURAL FIBER ONLY	SY	15,300	-15,300	0	\$ 2.25	\$ -	0.00	\$ -		\$ -	0.00	\$ -	\$ -										
16.	WATTLE, NATURAL FIBER ONLY, 3-INCH	LF	8,700		8,700	\$ 2.75	\$ 23,925.00	0.00	\$ -	2,250.00	\$ 6,187.50	2,250.00	\$ 6,187.50	\$ 185.63										
17.	WATTLE, REMOVAL	LF	8,700		8,700	\$ 0.50	\$ 4,350.00	0.00	\$ -		\$ -	0.00	\$ -	\$ -										
18.	RIP/RAP, CLASS B (RIFLES)	TON	44		44	\$ 70.00	\$ 3,080.00	41.78	\$ 2,924.60		\$ -	41.78	\$ 2,924.60	\$ 87.74										
19.	RIP/RAP, CLASS B (RIFLES), OUTFALL PROTECTION, AND TOE ROCK	TON	4,468	998	5,466	\$ 70.00	\$ 382,620.00	5,439.85	\$ 380,775.50		\$ -	5,439.85	\$ 380,775.50	\$ 11,423.27										
20.	STABILIZED CONSTRUCTION ENTRANCE	SY	367		367	\$ 15.00	\$ 5,505.00	0.00	\$ -	367.00	\$ 5,505.00	367.00	\$ 5,505.00	\$ 165.15										
21.	REMOVAL OF EXISTING CROSSING	EA	1		1	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		\$ -	1.00	\$ 3,000.00	\$ 90.00										
22.	MOBILIZATION	LS	1		1	\$ 35,000.00	\$ 35,000.00	1.00	\$ 35,000.00		\$ -	1.00	\$ 35,000.00	\$ 1,050.00										
23.	CONSTRUCTION SURVEY	LS	1		1	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00		\$ -	1.00	\$ 7,000.00	\$ 210.00										
GO1a	RECP TYPE 4 (SUDAS)	SY	0	15,656	15,656	\$ 3.50	\$ 54,796.00	3,000.00	\$ 10,500.00		\$ -	3,000.00	\$ 10,500.00	\$ 315.00										
	TOTAL						\$ 756,943.00		\$ 636,569.10		\$ 51,240.50		\$ 687,809.60	\$ 18,234.29										



Tributary to Indian Creek (Project B)



Pay Application 1

To: Mayor and City Council
From: Kate Barnes, Lead Engineer
Date: Sept 26, 2025
Subject: Recommendation for Approval – Pay Application 1 from Con-Struct Inc.

HR Green has reviewed the pay application submitted by Con-Struct Inc on September 25, 2025. Please see the attached Application and Certificate for Payment #1 for the City of Nevada, IA – Tributary to West Indian Creek (Project B) Project with signatures and certification.

This item is scheduled for consideration and approval at the October 13, 2025 City Council meeting.

Please let us know if there are any questions regarding this recommendation.

A handwritten signature in black ink that reads 'Kate Barnes'.

Kate Barnes, Lead Engineer, P.E.
Iowa License #P26428

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:

Tributary to West Indian Creek (Project B)

APPLICATION NO:

1

DISTRIBUTION TO:

OWNER
ENGINEER
CONTRACTOR

PERIOD TO: 9/30/25

FROM CONTRACTOR:

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

Engineer:

H.R. Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404

PROJECT NO: 191900

CONTRACT DATE: 4/14/2025

CONTRACT FOR Tributary to West Indian Creek (Project B)

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
Net change by Change Orders		\$0.00	

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

CONTRACTOR: Con-Struct Inc.

BY:

DATE:

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

\$108,614.78

By: Mike Bann Date: 9-26-2025

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.

MAYOR: _____

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

1. ORIGINAL CONTRACT SUM	\$137,844.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE	\$137,844.00
4. TOTAL COMPLETED & STORED TO DATE	\$111,974.00
(Column G on G703)	

5. RETAINAGE:

a. <u>3%</u> of completed work	\$3,359.22
(Column D + E on G703)	
b. <u>3%</u> of stored material	\$0.00
(Column F on G703)	

6. TOTAL EARNED LESS RETAINAGE	\$108,614.78
(Line 4 less Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$108,614.78
9. BALANCE TO FINISH, PLUS RETAINAGE	\$29,229.22
(Line 3 less Line 6)	

Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA
Tributary To West Indian Creek (Project B)
Contractor: Con-Struct Inc.

Estimate No. 1 Date: 9/30/2025

Period Ending: 9/30/2025

NO.	ITEM	CONTRACT			WORK COMPLETED							3% RETAINAGE
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETE TO DATE	\$ AMOUNT TO DATE	
1	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 3,050.00	\$ 3,050.00	0.00	\$ -	1.00	\$ 3,050.00	1.00	\$ 3,050.00	\$ 91.50
2	CLEAR & GRUBBING	LS	1	\$ 21,000.00	\$ 21,000.00	0.00	\$ -	1.00	\$ 21,000.00	1.00	\$ 21,000.00	\$ 630.00
3	TOPSOIL, ONSITE, 6-INCH DEPTH	CY	400	\$ 18.00	\$ 7,200.00	0.00	\$ -	400.00	\$ 7,200.00	400.00	\$ 7,200.00	\$ 216.00
4	EXCAVATION CLASS 13, HAUL OFF-SITE	CY	75	\$ 16.00	\$ 1,200.00	0.00	\$ -	75.00	\$ 1,200.00	75.00	\$ 1,200.00	\$ 36.00
5	EXCAVATION CLASS 13, RESURF OFF-SITE	CY	640	\$ 15.00	\$ 9,600.00	0.00	\$ -	640.00	\$ 9,600.00	640.00	\$ 9,600.00	\$ 288.00
6	EXCAVATION CLASS 13, REUSE ON-SITE	CY	178	\$ 9.00	\$ 1,602.00	0.00	\$ -	178.00	\$ 1,602.00	178.00	\$ 1,602.00	\$ 48.06
7	REMOVAL OF SHARED USE PATH	SY	94	\$ 13.00	\$ 1,222.00	0.00	\$ -	94.00	\$ 1,222.00	94.00	\$ 1,222.00	\$ 36.66
8	SHARED USE PATH REPLACEMENT	SY	94	\$ 154.50	\$ 14,523.00	0.00	\$ -	94.00	\$ 14,523.00	94.00	\$ 14,523.00	\$ 435.69
9	PERMANENT SEEDING,FERTILIZING & MULCH	SY	269	\$ 2.00	\$ 538.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
10	TEMPORARY HYDRAULIC SEEDING & MBFM	SY	2,470	\$ 1.00	\$ 2,470.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
11	PERMANENT HYDRAULIC SEEDING & MBFM	SY	2,200	\$ 2.00	\$ 4,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
12	WARRANTY, 3 YEARS ESTABLISHED & MAINTENANCE	LS	1	\$ 3,090.00	\$ 3,090.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
13	SWPPP PREPARATION	LS	1	\$ 1,030.00	\$ 1,030.00	0.00	\$ -	1.00	\$ 1,030.00	1.00	\$ 1,030.00	\$ 30.90
14	SWPPP MANAGEMENT	LS	1	\$ 6,180.00	\$ 6,180.00	0.00	\$ -	0.50	\$ 3,090.00	0.50	\$ 3,090.00	\$ 92.70
15	TEMPORARY RECP. TYPE 3B, NATURAL FIBER	SY	494	\$ 3.00	\$ 1,482.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
16	RIPRAP CLASS E	TON	440	\$ 58.00	\$ 25,520.00	0.00	\$ -	440.00	\$ 25,520.00	440.00	\$ 25,520.00	\$ 765.60
17	RIPRAP CLASS E, SOIL CHOKED	TON	50	\$ 58.00	\$ 2,900.00	0.00	\$ -	50.00	\$ 2,900.00	50.00	\$ 2,900.00	\$ 87.00
18	MACADAM STONE	TON	275	\$ 45.00	\$ 12,375.00	0.00	\$ -	35.00	\$ 1,575.00	35.00	\$ 1,575.00	\$ 47.25
19	LIMESTONE CROSS VANE	EA	29	\$ 380.00	\$ 10,440.00	0.00	\$ -	29.00	\$ 10,440.00	29.00	\$ 10,440.00	\$ 313.20
20	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$ 1,700.00	\$ 1,700.00	0.00	\$ -	1.00	\$ 1,700.00	1.00	\$ 1,700.00	\$ 51.00
21	INLET PROTECTION DEVICE	EA	4	\$ 217.00	\$ 868.00	0.00	\$ -	4.00	\$ 868.00	4.00	\$ 868.00	\$ 26.04
22	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$ 11.00	\$ 44.00	0.00	\$ -	4.00	\$ 44.00	4.00	\$ 44.00	\$ 1.32
23	CONSTRUCTION SURVEY	LS	1	\$ 1,910.00	\$ 1,910.00	0.00	\$ -	1.00	\$ 1,910.00	1.00	\$ 1,910.00	\$ 57.30
24	MOBILIZATION	LS	1	\$ 3,500.00	\$ 3,500.00	0.00	\$ -	1.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ 105.00
TOTAL				\$ 137,844.00	\$ 137,844.00	\$ -	\$ -		\$ 111,974.00		\$ 111,974.00	\$ 3,353.22

Change Order No. 1

Effective Date: 04-14-2025

Date of Issuance: 09-26-2025
 Owner: City of Nevada
 Contractor: Con-Struct, Inc.
 Engineer: HR Green
 Project: Tributary to Indian Creek (Project B)

The Contract is modified as follows upon execution of this Change Order: I

Description:

Additional Rip Rap Class E

Bid Item	ITEM DESCRIPTION	BID QUANTITY	NEW QUANTITY	UNIT	ADDED /SUBTRACTED QUANTITY	UNIT PRICE	NET CHANGE IN CONTRACT PRICE
7	REMOVAL OF SHARED USE PATH	94.00	132.00	SY	38.00	\$13.00	\$494.00
8	SHARED USE PATH REPLACEMENT	94.00	132.00	SY	38.00	\$154.50	\$5,871.00
11	PERMANENT HYDRAULIC SEEDING, FERTILIZING, AND MBFM (SUDAS NATIVE GRASSES AND WILDFLOWERS)	2,200.00	2,420.00	SY	220.00	\$2.00	\$440.00
16	RIP RAP CLASS E	440.00	666.00	TN	226.00	\$58.00	\$13,108.00
N/A	REPAIR OF STORM SEWER	-	1.00	EA	1.00	\$1,092.50	\$1,092.50
						Net Change =	\$21,005.50

P.179

Original Contract Amount	\$137,844.00
Net Change by previously authorized Change Orders	\$0.00
Contract Sum prior to this Change Order	\$137,844.00
New Contract Sum Including this Change Order	\$158,849.50
Contract time will change by days	0

RECOMMENDED:

ACCEPTED:

ACCEPTED:

HR Green

By: _____
 Title: Engineer
 Date: 9-26-2025

By: _____
 Title: _____
 Date: _____

Owner (Authorized Signature)

By: _____

Contractor (Authorized Signature)

Title: _____

Date: 10-1-25

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

Item # 13
 Date: 10-13-25



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

HRGREEN.COM

September 30, 2025

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

Re: Oak Park Estates Trail
Change Order No. 2

Dear Jordan:

Attached is Change Order #2 for the Oak Park Estates Trail Project. The change order addresses unforeseen utility conflicts that require leaving a gap in the trail where a utility pole remains in place. Once the pole is relocated, the contractor and their subcontractors will remobilize to complete the trail. In the interim temporary pedestrian barriers and traffic control will be installed to safely close this section as well.

The existing utility poles near the trail under construction are currently located in an easement by prescription (essentially squatter's rights) and cannot be relocated without establishing a formal easement. During design coordination, Alliant anticipated any conflicts could be addressed with a quick pole relocation, and moving aerial lines from one pole to the other. However, once construction began, it was discovered by Alliant that a new easement was required. To grant this easement, the property owner/developer requested undergrounding of facilities. Alliant has since prepared an easement and rerouted its facilities to avoid underground installation.

Mediacom facilities also occupy these poles and now require both an easement from Oak Park Estates and underground installation. Mediacom cannot remove the pole until its facilities are relocated underground, which requires completion of their approval process and construction. A temporary relocation option was requested to allow trail construction to proceed continuously, but Mediacom confirmed no such option is feasible. This situation is not the result of Mediacom's inaction, as they were notified late when the easement issue came to light. Had the original plan been possible, Mediacom would simply have had to transfer facilities between poles; instead, they must now underground their system after securing an easement. Mediacom has been actively working to resolve the matter as quickly as possible.

MidState Solution delayed finishing the subgrade preparation, subbase placement and paving in this area due to this conflict to try to avoid unnecessary costs for the City. To complete this short trail segment will now require remobilization of three separate contractors, along with their equipment and materials. Further delay risks degrading the prepared subgrade for the remainder of the trail, potentially requiring costly rework.

The cost proposal provided by MidState Solution is considered reasonable given the need to remobilize multiple contractors and resources to complete this section of trail.

The total request for Change Order No. 2 is \$3,500.00. We have reviewed and recommend approving the attached change order. Please execute the change order and distribute copies to all parties.



Sincerely,
HR Green, Inc.

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

Brandon L. Mickelson, P.E.
Project Manager

Cc: File

Enclosures

CHANGE ORDER

Distribution:

Owner	X
Contractor	X
HRG	X
Field	
Other	

PROJECT: Oak Park Estates Trail Nevada, Iowa	Change Order No.	Change Order 2
	Date	September 30, 2025
To Contractor: MidState Solution, LLC PO Box 594 Baxter, IA 50028	Project No.	HRG 2502027
	Original Contract Date	July 28, 2025
The contract is changed as follows: Make the following construction changes: Remobilization due to utility conflicts:		
Add to Contract (as shown on attached):		\$ 3,500.00
Original Contract Sum		\$ 220,950.00
Net change by previously authorized Change Orders		\$ 5,800.00
The Contract Sum prior to this Change Order was		\$ 226,750.00
The Contract Sum will be increased by this Change Order in the amount of		\$ 3,500.00
The new Contract Sum including this Change order will be		\$ 230,250.00
The Contract Time will be increased by		30 Days
The date of Final Completion as of the date of this Change Order (With exception of utility conflict location) therefore is		October 30, 2025

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER		
Engineer HR Green, Inc.	Contractor MidState Solution, LLC	Owner City of Nevada, IA
By	By	By
Date: 9/29/2025	Date: 9/29/2025	Date:

ESTIMATE

MIDSTATE SOLUTION LLC
PO Box 594
Baxter, IA 50028

justinm@midstatesolution.com
+1 (515) 393-0885
www.midstatesolution.com



Bill to

City of Nevada
1209 6th St
Nevada, IA 50201

Estimate details

Estimate no.: 1220
Estimate date: 09/23/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Services	13. Temporary Traffic Control	1	\$500.00	\$500.00
2.	Services	20. Mobilization	1	\$3,000.00	\$3,000.00
Total					\$3,500.00

Note to customer

Oak Park Estates Trail
Change Order #2

Accepted date

Accepted by

ORDINANCE NO. 1073 (2025/2026)

**AN ORDINANCE AMENDING THE NEVADA CODE OF ORDINANCES BY
REPEALING CHAPTER 28—NEVADA SENIOR COMMUNITY CENTER BOARD**

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

SECTION 1. CHAPTER 28 REPEALED. The Nevada Code of Ordinances is hereby amended by repealing Chapter 28 (Nevada Senior Community Center Board) in its entirety.

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 by the Nevada City Council of this ___ day of ___, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

RESOLUTION NO. 021 (2025/2026)

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment

WHEREAS, the City Council of the City of Nevada, Iowa (the "City") by resolution previously established the Nevada Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (1) providing tax increment financing support to Mid-States Material Handling and Fabrication, Inc. ("Mid-States") in connection with the expansion by Mid-States of its manufacturing facilities; and (2) providing financial incentives to Nevada Economic Development Council, Inc. ("NEDC") in connection with NEDC's programs and initiatives for the promotion of growth and economic development in the Urban Renewal Area; and it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet at the City Hall, Nevada, Iowa, on November 10, 2025, at 6:00 p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator and the City Clerk are hereby designated as the City's representatives in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Story County and the Nevada Community School District be invited to participate in the consultation.

Passed and approved this October 13, 2025.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at 6:00 p.m., at the City Hall, Nevada, Iowa, on November 10, 2025, the City Council of the City of Nevada, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Nevada Urban Renewal Area (the "Urban Renewal Area") to authorize the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (1) providing tax increment financing support to Mid-States Material Handling and Fabrication, Inc. ("Mid-States") in connection with the expansion by Mid-States of its manufacturing facilities; and (2) providing financial incentives to Nevada Economic Development Council, Inc. ("NEDC") in connection with NEDC's programs and initiatives for the promotion of growth and economic development in the Urban Renewal Area. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Kerin Wright
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA

COUNTY OF STORY

SS:

CITY OF NEVADA

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this _____ day of _____, 2025.

Kerin Wright, City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF NEVADA

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this _____ day of _____, 2025.

Kerin Wright, City Clerk

[City letterhead]

DATE: _____

TO: Board of Supervisors, Story County
Superintendent, Nevada Community School District

FROM: City Council
City of Nevada, Iowa

RE: Nevada Urban Renewal Area
Urban Renewal Plan Amendment

The City of Nevada is in the process of amending the urban renewal plan for the Nevada Urban Renewal Area, and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for October 23, 2025, at 10:00 a.m. at the City Hall in Nevada. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City will also hold a public hearing on this urban renewal plan amendment at 6:00 p.m. on November 10, 2025, and a copy of the notice of hearing is enclosed for your information.

Please call our City Clerk at (515) 382-5466 if you have questions.

Enclosure

CITY OF NEVADA, IOWA
URBAN RENEWAL PLAN AMENDMENT
NEVADA URBAN RENEWAL AREA

November, 2025

The Urban Renewal Plan (the "Plan") for the Nevada Urban Renewal Area (the "Urban Renewal Area") of the City of Nevada, Iowa (the "City") is being amended for the purposes of identifying new urban renewal projects to be undertaken therein.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Mid-States Material Handling & Fabrication, Inc. Expansion Project

Date of Council Approval of the Project: November 10, 2025

Description of Project and Project Site: Mid-States Material Handling & Fabrication, Inc. (the "Company") has proposed to undertake the construction of a 55,000 square foot expansion of its manufacturing facilities on certain real property bearing Story County Property Tax Parcel Identification Number 1108350180 (the "Mid-States Property") for use in the Company's business operations in the Urban Renewal Area (the "Mid-States Project").

It has been requested that the City provide tax increment financing assistance to the Company in support of the Mid-States Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the "Admin Fees") in an amount not to exceed \$8,000.

Description of Use of TIF: The City intends to enter into a development agreement with the Company with respect to the Mid-States Project and to provide annual appropriation economic development payments (the "Payments") to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Mid-States Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Mid-States Project will not exceed \$300,000, plus the Admin Fees.

B.

Name of Project: 2026-2030 Nevada Economic Development Council Support Program (the "NEDC Program")

Date of Council Approval of Project: November 10, 2025

Declaration of NEDC Program as an Urban Renewal Project: The City Council acknowledges the importance of Nevada Economic Development Council, Inc. ("NEDC") to the promotion of economic development in the Urban Renewal Area. The City intends to enter in an economic development support agreement which will provide for annual support payments (the "NEDC Support Payments") to NEDC for a period of five (5) fiscal years. Under said agreement NEDC will commit to continuing its efforts to carry out economic development support programs, promotional events, initiatives and activities within the Urban Renewal Area.

Description of Use of TIF for the NEDC Program: The City intends to fund a portion of the NEDC Support Payments with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the NEDC Program will not exceed \$475,000.

The costs incurred by the City in providing tax increment financing assistance to NEDC will include legal and administrative fees (the "Admin Fees") in an amount not to exceed \$8,000.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$32,943,948</u>
Outstanding general obligation debt of the City:	<u>\$ 9,035,000</u>
Proposed TIF debt to be incurred under the November, 2025 Amendment*:	<u>\$ 791,000</u>

*It is anticipated that the debt incurred under this Amendment will be subject to annual appropriation by the City Council.

RESOLUTION NO. 022 (2025/2026)

Resolution to Fix a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Nevada Economic Development Council, Inc. Including Annual Appropriation Tax Increment Payments in an Amount Not to Exceed \$475,000

WHEREAS, the City of Nevada, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Nevada Urban Renewal Area (collectively the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an economic development support agreement (the "Development Agreement") with Nevada Economic Development Council, Inc. ("NEDC") in connection with the provision of services, programs and initiatives by NEDC for the promotion of economic growth and development in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to NEDC in the form of annual appropriation incremental property tax payments in an amount not to exceed \$475,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on the 10th day of November, 2025, at 6:00 p.m., at the City Hall, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF ECONOMIC DEVELOPMENT SUPPORT
AGREEMENT WITH NEVADA ECONOMIC DEVELOPMENT COUNCIL, INC.

The City Council of the City of Nevada, Iowa, will meet at the City Hall, on November 10, 2025, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Nevada Economic Development Council, Inc. ("NEDC"), in connection with the provision of services, programs and initiatives for the promotion of economic growth and development in the Nevada Urban Renewal Area, which Agreement provides for certain financial incentives to NEDC in the form of annual appropriation incremental property tax payments in a total amount not exceeding \$475,000, as authorized by Section 403.9 of the Code of Iowa.

The agreement to make annual appropriation incremental property tax payments to NEDC will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Nevada Urban Renewal Area. Some or all of the payments to NEDC under the Development Agreement will be subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Nevada, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Kerin Wright
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved October 13, 2025.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote the meeting adjourned.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF NEVADA

I, the undersigned, City Clerk of the City of Nevada, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement with the Nevada Economic Development Council.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2025.

Kerin Wright, City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

ECONOMIC DEVELOPMENT SUPPORT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and the Nevada Economic Development Council, Inc. (the "NEDC") as of the _____ day of _____, 2025 (Commencement Date").

WHEREAS, the City has established the Nevada Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the City and NEDC have cooperatively undertaken the promotion of economic development within the Urban Renewal Area and the City; and

WHEREAS, NEDC has provided, and intends to continue providing, services and initiatives for the promotion of economic development opportunities in the Urban Renewal Area; and

WHEREAS, the City has provided, and intends to continue providing, fiscal support to the economic development initiatives of NEDC; 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; and

WHEREAS, this Development Agreement has been prepared to facilitate the City's ongoing financial support for NEDC and to further set forth the rights and responsibilities of the parties;

NOW THEREFORE, the parties hereto agree as follows:

A. NEDC's Covenants

1. NEDC agrees to use its best efforts to carry out initiatives, activities and projects in the Urban Renewal Area to promote the economic development of the City. These efforts will be focused on marketing activities for the attraction of business development and job creation in the City and the Urban Renewal Area.

2. NEDC agrees to provide two board seats on both its Board of Directors and Executive Board to the City. For both such Boards, one of the seats shall be held by the City Administrator. The other seat shall be held by a member of the Nevada City Council or the Mayor of the City, as appointed by the Nevada City Council.

From time to time, upon request by the City Council, a representative of NEDC will attend a City Council meeting and provide a report detailing the activities and initiatives undertaken by NEDC in the Urban Renewal Area including an accounting of expenditures of funds on NEDC activities and initiatives therein. NEDC hereby acknowledges that failure to comply with the reporting requirements set forth herein will give the City the right to withhold

Payments, as hereinafter defined, and to deny requests made in connection with the Incentive Plan, as hereinafter defined.

3. NEDC agrees to maintain at least 30 distinct paid investors (the "Required Investment") as part of the organization and to require that each such investor shall contribute not less than \$250 per year to NEDC as an investment (the "Required Contribution"). By no later than November 1 of each year, commencing November 1, 2025 (or on such later date as agreed to by the City), NEDC shall submit an investment report (the "Annual Investment Report") to the City detailing the identities of the then-current investors, how much each investor paid as a Required Contribution in the preceding twelve months and when such investment was made, and the aggregate amount (the "Annual Total Contributions") of all Required Contributions received by NEDC in the preceding twelve months. NEDC hereby acknowledges that failure to demonstrate full, ongoing compliance with the Required Investment and the Required Contribution provisions set forth above in the Annual Investment Report will give the City the right to withhold the Matching Payments, as hereinafter defined.

4. NEDC agrees to use all TIF Funds, as hereinafter defined, received from the City under this Agreement for the carrying out of the activities detailed in Section A.1 hereof and to spend such funds only within the boundaries of the Urban Renewal Area.

B. City's Obligations

1. The City agrees to make a series of annual payments to NEDC as contributions to its annual operations. Each year the City shall make a payment of \$40,000 to be funded from local option sales and services tax receipts of the City (the "LOST Payments"). In addition, each year the City shall make a payment of \$70,000 to be funded from Incremental Property Tax Revenues (as hereinafter to defined) to be derived from the Urban Renewal Area (the "TIF Payments"). In addition, the City, assuming full compliance with the Required Investment and Required Contribution provisions set forth in Section A.3 above, each year shall make a payment (the "Matching Payment"), to be funded from Incremental Property Tax Revenues to be derived from the Urban Renewal Area, matching the Annual Total Contributions reported by NEDC in the most recent Annual Investment Report (collectively hereinafter the LOST Payments, the TIF Payments and the Matching Payments shall be referred to as the "Payments"), provided however no single Matching Payment shall exceed \$25,000 and that all Payments under the agreement shall be subject to annual appropriation by the City Council.

The Payments will be made on June 1 of each fiscal year, beginning on July 1, 2026 and continuing to and including July 1, 2030.

Each LOST Payment shall be subject to annual appropriation by the City Council. Prior to funding each LOST Payment during the Term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of each LOST Payment scheduled to be made in the following fiscal year an amount of local option sales and services tax receipts of the City to fund each LOST Payment.

If the City Council determines not to fund the then-considered LOST Payment, then the City will be under no obligation to fund the LOST Payment scheduled to become due in the

following fiscal year, and NEDC will have no rights whatsoever to compel the City to make such LOST Payment, to seek damages relative thereto or to compel the funding of such LOST Payment in future fiscal years.

Each TIF Payment and Matching Payment shall be subject to annual appropriation by the City Council. Prior to funding each TIF Payment and Matching Payment during the Term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of each TIF Payment and Matching Payment scheduled to be made in the following fiscal year an amount of Incremental Property Tax Revenues of the City to fund each such TIF Payment or Matching Payment, as applicable.

If the City Council determines to not fund the TIF Payment or Matching Payment, as applicable, then the City will be under no obligation to fund the TIF Payment or Matching Payment, as applicable, scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such TIF Payment or Matching Payment, as applicable, to seek damages relative thereto or to compel the funding of such TIF Payment or Matching Payment, as applicable, in future fiscal years.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues or local option sales and services tax receipts, as applicable.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. The term (the "Term") of this Agreement shall commence on the Commencement Date and shall end on July 1, 2030. Provided that no breaches of obligations under this Agreement have occurred, the City agrees, prior to the end of the Term, to consider in good faith the authorization and approval of a successor agreement to further the purposes set forth herein.

4. 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 NEDC 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: _____
Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

NEVADA ECONOMIC
DEVELOPMENT COUNCIL, INC.

By: _____

Its. _____

DATE: 10/13/2025

COUNCIL ACTION FORM

AGENDA ITEM: Approve purchase of Speed Lidar w/ Camera

HISTORY:

The Nevada Public Safety Department (NPSD) has used money from the Governor's Traffic Safety Bureau (GTSB) to purchase equipment for several years. This year we were granted \$4500 for the purchase of a new Lidar w/ Camera. We currently have 2 other Lidar's but do not have the camera option. The camera option will assist in the prosecution of speed citations. Having this tool will create a higher success rate in court with irrefutable evidence. Our department has also budgeted the remaining dollars out of our minor equipment line item.

Supply is in demand for all LIDAR units but are available for purchase at any time:

Vendor	Model	Cost
Stalker Radar	LIDARCam 2	\$6,864.00
Kustom Signals	LaserCam 4	\$6,559.24
Laser Tech	LTI 20/20 TruVision	\$6,690.00

The three options listed are approved vendors by GTSB

OPTIONS:

1. Approve staff recommendation to purchase a Stalker Radar LIDARCam 2
2. Explore other vendors that have LIDAR Cam capabilities.
3. Reject all bids.

STAFF RECOMMENDATION:

Staff recommends approval of #1

Therefore, it is the recommendation of the City Administrator that Council approves Option #1, purchasing the Stalker Radar LIDARCam 2 for \$6,864.00



855 E. Collins Blvd.
Richardson, TX75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Christopher Lear
+1-972-801-4852
chris.Lear@stalkerradar.com

Quote

2112427

Page 1 of 1
Date: 10/02/2025

Reg Sales Mgr: Peter Bauer
+1-972-398-3780
peter@stalkerradar.com

Effective From: 10/02/2025

Valid Through: 12/31/2025

Lead Time: 65 working days

Bill To:	Customer ID: 104452	Ship To:	<i>FedEx Ground</i>
Nevada Public Safety Department 1209 6th St Nevada, IA 50201-1536	Chief: Chris Brandes	Nevada Police Department 1209 6th St Nevada, IA 50201-1536	Sergeant Josh Cizmada

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	824-0020-00	LidarCam 2, US, 64GB, with HUD	24	\$6,864.00	\$6,864.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	1	200-1323-03*	LidarCam 2, US, 64GB w/HUD, ANPR Capable			\$0.00
2	1	200-1406-02	Battery, 2-Cell, LidarCam 2			\$0.00
3	1	200-1406-04	Battery, 4-Cell, LidarCam 2			\$0.00
4	1	200-1413-00	Handstrap, LidarCam 2			\$0.00
5	1	200-1460-00	Desktop Battery Charger, LidarCam 2			\$0.00
6	1	200-1021-01	3 Amp Power Supply w/Internt'l and US Blade Sets			\$0.00
7	1	015-0502-01	USB-C to USB 3.0 Adapter Cable, 5"			\$0.00
8	1	015-0502-02	USB-C to Gigabit Ethernet Adapter, 3 USB 3.0 Slots			\$0.00
9	1	035-0010-01	Shipping Box, Double Wall Kraft, 25 x 11.25 x 20			\$0.00
10	1	035-0010-10	Hard Case and Foam, LidarCam 2			\$0.00
11	1	011-0316-00	LidarCam 2 Operator Manual			\$0.00
12	1	011-0002-00	Lidar Certificate of Accuracy			\$0.00
13	1	200-1613-00	Documentation Kit, LidarCam 2			\$0.00
14	1	060-1000-24	24-Month Warranty			\$0.00
Group Total						\$6,864.00

Product	\$6,864.00	Sub-Total:	\$6,864.00
Discount	\$0.00	Sales Tax 0%	\$0.00
		Shipping & Handling:	\$0.00
Payment Terms: Net 30 days		Total: USD	\$6,864.00

NASPO Contract# 25061

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these terms and Conditions carefully before proceeding.

Quote Number 00018246



KUSTOM SIGNALS, INC.

Prepared By Daniel Greenwood

Created Date 10/2/2025

Phone (913) 428-3297

Expiration Date 1/2/2026

Email dgreenwood@kustomsignals.com

Quote To:

Name Sergeant Josh CIZMADIA
Bill To Name NEVADA PUBLIC SAFETY
Bill To 1209 8TH STREET
NEVADA, IA 50201
USA

Ship To Name NEVADA PUBLIC SAFETY
Ship To 1209 8TH STREET
NEVADA, IA 50201
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
2100	1.00	LaserCam® 4 powered by ProLaser® 4 bundle Includes AutoTrak, Wi-Fi, low power wireless, AES 256 encryption, inclinometer, GPS, Li-polymer rechargeable battery, AC battery charger, USB to PC Cable, 32 GB video memory, hard carry case and ProLog LITE video laser back office.	USD 6,559.24	USD 6,559.24

Totals

Subtotal USD 6,559.24
Shipping and Handling USD 0.00
Total Amount USD 6,559.24

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Iowa State NASPD #24823

Valid through 8/31/2027

Includes shipping and handling

Options to consider; not included in total:

ProLog Standard Laser management software with multiple device support, expanded reports package \$3995.00

Tripod-kit (includes tripod, fluid video head and LC4 adapter) \$485

Video memory upgrade to 32 GB (17 hours record time) Factory Install only \$195

Video memory upgrade to 64 GB (33 hours record time) Factory Install only \$260

12 VDC corded handle w/12 V in-car power accessory adapter \$280

Additional 3.7 VDC Li-polymer rechargeable battery \$215

Additional 110/220 50/60 Hz VAC charger & cord (specify plug type) \$280

Night Video Illumination kit for reflective registration plates, includes LED IR emitter with Bluetooth control, LC4 tripod mount adapter, power cable, battery charger, battery power cable and battery case (battery to be sourced locally - tripod NOT included) \$1900 + \$35 additional freight for IR kit

Tripod mount adapter (tripod and tripod head sold separately) \$139

LaserCam 4 Shoulder Stock \$150

Lanyard with 1/4" -20 thread screw w/D-ring \$25

Saddlebag sleeve padded soft case with shoulder strap and battery pocket \$90

Long Range Yoke assembly (includes tripod mounted yoke with fluid video head, 2.2x optical telephoto camera lens, polarizing filter, tripod with carry bag and hard carry case \$4000

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Quote Number 00018246



Prepared By Daniel Greenwood
Phone (913) 428-3297
Email dgreenwood@kustomsignals.com

Created Date 10/2/2025
Expiration Date 1/2/2026

**KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.
2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanote, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.
3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due **30 days after invoice date** in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.
4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.
5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have no claim of sure made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.
6. **TERMINATION. RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.
7. **WARRANTY.** Seller's warranty is provided separately.
8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.
9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful or intentional actions in marketing and reselling the goods.
10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.
11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any, (i) are the exclusive statements of the parties with respect to the subject matter and supersede any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9632 Lorel
Lenexa, KS 66219

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____

LASER TECH — Quotation —

6912 South Quentin Street, Suite A
Centennial, CO 80112

Today's Date: 10/06/25
Expiration Date: 11/06/25

To: Nevada Public Safety Department
(Nevada, US)
1209 6th St
Nevada IA 50201
United States

LTI Rep: Bryan Edstrom
Phone: 913-708-4535
Email: bedstrom@lasertech.com

Attn: Sergeant Josh Cizmada
Phone: 515-382-4593
Email: jcizmada@cityofnevadaiaowa.org

Shipping Method	FOB Point	Payment Terms
FedEx Ground	Destination	Net 30 Days

Special Instructions: Price per State of Iowa Contract 25046 (MA24823), freight and 4-year warranty included.

If purchasing off a contract, please reference contract number and date on purchase orders and purchase letters.

Qty	Item	Description	Unit Price	Total
1	3204702	OPTIONAL DBC TRUCAM	\$395.00	\$395.00
1	7007310	Kit, TruVision	\$6,295.00	\$6,295.00
TERMS AND CONDITIONS: - Prices noted above are not valid with any other quotes or offers. Pricing does not include applicable sales tax. A 15% restocking fee will be added to all cancelled or returned orders. Shipping charges are estimated and subject to change. Please allow 3-4 weeks for delivery, unless otherwise specified. - These commodities, technology and/or software are subject to export control laws, including the U.S. Export Administration Regulations. Exports and re-exports may require an export license from the U.S. and/or other governments. Diversion contrary to U.S. or other export control laws is prohibited.			Subtotal	\$6,690.00
			Sales Tax@0.00%	\$0.00
			Freight	\$0.00
			Total(USD)	\$6,690.00

Helen Arseneault 10/06/25
Authorized By _____ Date _____

Amy Tibljas
Digitally signed by Amy Tibljas
Date: 2025.10.06 16:03:46 -06'00'
Authorized By _____ Date _____

2026 City Wellness Program Purpose

The purpose of the employee wellness program is to help provide a safe and healthy workplace. It is recognized that physical fitness, emotional well-being and a safe work environment are critical components for a healthy and productive workforce. A healthy workforce leads to fewer absences and less use of medical resources which can lead to lower medical insurance costs. This program will attempt to address various elements of health and wellness including: health screenings, physical activity, a healthy diet, stress management, healthy social opportunities, volunteerism, and other related activities.

The City of Nevada Employee Wellness Program is voluntary and not required; however, participation is **highly recommended and strongly encouraged.**

**WELLNESS PROGRAM
REWARDS/INCENTIVES
January 1, 2026 – December 31, 2026**

All permanent part-time and full-time employees are encouraged to participate in an incentive program, whereby successful completion of the required action items each year would result in the following incentives:

Wellness Incentive Program

1. Wellness Reimbursement

Upon verification that each individual activity has been completed, the following reimbursement will be provided within 30 days:

- | | |
|--|--------------|
| a. Annual Physical (including appropriate follow-up and age-appropriate screening, such as Colonoscopy, Mammogram, PSA Test, or other cancer screening test) | \$100 |
| b. Annual Blood Screening | \$50 |
| c. Annual Dental Exam | \$50 |
| Total: | \$200 |

- **Bonus:** If an employee completes all three segments of the above wellness plan, they will receive an additional **\$100**

- | | |
|-----------------------|-------------|
| d. Annual Vision Exam | \$50 |
|-----------------------|-------------|

- **Extra Bonus:** If an employee completes Wellness Items "A" through "C" above and "D" vision exam; the employee will be able to **convert one (1) sick day to one (1) personal day OR receive an additional \$50**. There must be at least 10 sick days left in your account after the conversion. The employee will receive a voucher for the day off and will have until June 30, 2027 to take the day off.

- | | |
|--|-------------|
| e. Vaccination Benefit | |
| • Proof of COVID vaccination (must present card) | \$25 |
| • Proof of Flu vaccination (must present proof of) | \$25 |

The employee will complete the verification form with physician's signature or obtain an Insurance EOB (Explanation of Benefits) or a doctor's note and present it to payroll by the end of the year to request a reimbursement.

**Employee must complete at least one item from Wellness Reimbursement, in combination with Volunteerism and Fitness, to be eligible for a Participation Day.*

2. Volunteerism

All **full-time** employees can elect to volunteer for a non-profit organization up to forty (40) hours per calendar year. All permanent **part-time** employees can elect to volunteer for a non-profit organization up to sixteen (16) hours per calendar year. The volunteer time can take place during normal business hours with prior approval from their supervisor. If the volunteer hours are outside of the normal work hours, the employee can elect to take the same number of hours off duty with pay with prior approval from their supervisor. Volunteer hours earned off duty must be used off in the same calendar year they were earned. Volunteer hours earned may be used consecutively UP TO one shift. You may NOT volunteer more than one shift at a time or use volunteer hours earned off duty for more than one day shift at a time.

Examples:

- John volunteers at the Nevada Middle School from 1:00 pm to 3:30 pm for a field trip, pending approval from his supervisor. John would be paid his regular hourly rate for the 2.5 hours he was volunteering for the Nevada Public School.

- Sally volunteers for Lincoln Highway Days on Saturday from 9:00 am until 8:00 pm. Sally would be able to take 11 hours off work at a later date, pending supervisor approval. Sally would only be able to take one shift off at a time.

**Employee must complete all forty (40) hours of Volunteerism in combination with Wellness and Fitness to be eligible for a Participation Day.*

3. Fitness

A. Work out at a fitness center OR track your own personal workout at least 8 times per month for a minimum of 30 minutes of exercise or weight training from January 1, 2026 – December 31, 2026. Request reimbursement after each month for \$35 per month. Must show proof of exercise.

B. In lieu of requesting reimbursement each month for attending a fitness center, an employee may participate in a wellness activity. Reimbursement can be requested by submitting a confirmation of paid entry/registration after completion of each event up to a maximum of \$420 per year.

**Employee must complete at least six (6) months of fitness, in combination with Wellness and Volunteerism to be eligible for a Participation Day.*

Note: This program and these rewards/incentives are for the current year's program; therefore, these rewards/incentives are subject to change and may not be offered during next year's program.

Additional Incentive

Any full or part time employee who completes ALL Wellness Program activities (1-3) will receive a Participation Day Incentive, allowing that employee to take a day off equivalent to their typical hourly day.

- *Participation Days expire on 12/31 of a year the following receipt of the incentive. (Payouts will not be given for a Participation Day)*

Examples:

- John volunteered and participated in Fitness throughout 2026 and went to the dentist on December 21, 2026. He will receive a Participation Day which will expire on December 31, 2027.

**Part of Additional Incentive*

ANNUAL Events

1. September safety and wellness meeting. This meeting is **MANDATORY** for all employees. It is a time to close down all City offices for a four (4) hour training, listen to a program on emergency/safety measures, enjoy a meal, and work on employee mental health.
2. Employee Health Benefit/Reelection Meeting
3. Hearing Testing: Any full or part time employee is welcome and encouraged to participate in having their hearing tested on the date/time offered and covered by the city.



Annual PHYSICAL Verification

PLEASE PRINT	
Employee Name	Date of Physical
Physician's Name	Phone

Remember to have your provider code this as your annual preventative physical.

I am verifying that I obtained an annual physical to meet the City of Nevada's Wellness Program requirements. I understand that to be eligible for any rewards/incentives, I, as a member of the City of Nevada Wellness Program, must complete an annual physical (among other things) between **January 1, 2026 – December 31, 2026**.

Employee Signature

Date

The City of Nevada acknowledges the physician must determine what examinations and tests are indicated for the patient based on medical standards of care and the patient's personal health history. Generally, well exams include weight and blood pressure checks, ear-nose-and-throat exams, and basic blood tests.

I hereby attest and agree that the above patient was given a thorough

☐ physical examination and/or

☐ blood work

compliant with the standards of care applicable to his/her age, gender, and personal health history.

Physician Signature

Date

Please return to Payroll
City of Nevada
1209 6th Street, PO Box 530
Nevada IA 50201
PH: 515-382-5466/FX: 515-877-4502



Annual VISION Verification

PLEASE PRINT	
Employee Name	Date of Exam
Physician's Name	Phone

Remember to have your provider code this as your annual vision exam

I am verifying that I obtained an annual vision exam to meet the City of Nevada's Wellness Program requirements. I understand that to be eligible for any rewards/incentives, I, as a member of the City of Nevada Wellness Program, must complete an annual vision exam (among other things) between **January 1, 2026 – December 31, 2026.**

Employee Signature

Date

The City of Nevada acknowledges the physician must determine what examinations and tests are indicated for the patient based on medical standards of care and the patient's personal health history.

I hereby attest and agree that the above patient was given a thorough vision examination compliant with the standards of care applicable to his/her age, gender, and personal health history.

Physician Signature

Date

Please return to Payroll



Annual DENTAL Verification

PLEASE PRINT	
Employee Name	Date of Exam
Physician's Name	Phone

Remember to have your provider code this as your annual dental exam

I am verifying that I obtained an annual dental exam to meet the City of Nevada's Wellness Program requirements. I understand that to be eligible for any rewards/incentives, I, as a member of the City of Nevada Wellness Program, must complete an annual dental exam (among other things) between **January 1, 2026 – December 31, 2026.**

Employee Signature

Date

The City of Nevada acknowledges the physician must determine what examinations and tests are indicated for the patient based on medical standards of care and the patient's personal health history.

I hereby attest and agree that the above patient was given a thorough dental examination compliant with the standards of care applicable to his/her age, gender, and personal health history.

Physician Signature

Date

Please return to Payroll

City Administrators Report

Sept 17-October 8, 2025

Safety Training

Today, we held our monthly safety meeting, which centered on the topic of fire safety. Ray led the session and did an excellent job hosting the discussion. He provided clear, practical information on fire prevention, emergency procedures, and the proper steps to take in the event of a fire. Following his presentation, employees had the opportunity to participate in a hands-on fire extinguisher simulation. This interactive exercise allowed everyone to practice using a fire extinguisher, reinforcing the safety techniques discussed earlier. Overall, the session was informative, engaging, and it helped ensure that all staff members are better prepared to respond safely and effectively in the event of a fire emergency.

Dorsey and Whitney

Over the past week, Kerin and I have had several conversations with representatives from Dorsey & Whitney regarding multiple ongoing agreements currently in progress. The firm is assisting us with three separate agreements at this time: LMI Funding Agreement – This agreement pertains to the Low-to-Moderate Income (LMI) funding project, which Brenda presented to the City Council during the most recent meeting. Dorsey & Whitney are finalizing the legal details and documentation associated with this initiative. One key update is that the LMI qualification will now be determined based on housing price rather than income limits, which represents a change from the criteria previously discussed. This approach is intended to better align the program with current housing market conditions and local development goals. The second agreement involves the Mid-States expansion project, addressing the necessary contractual components to support the company's planned growth and related city commitments. The third item concerns the Nevada Economic Development Council (NEDC) and the renewal of its service contract. Dorsey & Whitney is preparing the updated version of the agreement for review and approval. These discussions have focused on ensuring that all agreements are properly aligned with city objectives and are ready for upcoming council consideration.

Health Insurance

Discussions regarding the upcoming year's health insurance plan have begun and will continue over the next few weeks. An all-staff meeting is scheduled for October 20th, where updated information and finalized details will be shared with all employees. During our initial conversation with Jackson, our insurance representative, he informed us that preliminary estimates indicated a 25% increase in premiums compared to the previous year. However, he was optimistic that he could get us a lower rate. Jackson explained that this potential reduction was possible due to the City's decision in 2022 to move to a partially self-funded insurance model. This structure provides greater control and flexibility over costs, allowing us to manage expenses more effectively. After reviewing claims data, Jackson was able to present a revised proposal showing only a 2.44% increase—a significant improvement from the original 25%. This modest adjustment is far more manageable and reflects the benefits of our partially self-funded approach. Overall, we have been fortunate in recent years to experience minimal increases in health insurance costs, and this outcome continues that positive trend.

Health Insurance Continued: Because this is an all staff meeting, there will be an item on the council agenda to ask if we can close City Hall for 2 hours on that date October, 20th.

Annexation

With the recent donation of land designated for future community uses such as additional walking trails, a new park area, and a designated debris and brush disposal site, the next step will be to annex this property into the City of Nevada. Annexation is necessary to ensure the City has the appropriate authority to conduct controlled burns at the debris and brush site and to properly manage the land under city ordinances. I have already discussed this process with Erin, and we both anticipate it will be relatively straightforward, though it will require some time to complete all the necessary steps and approvals. Once the initial paperwork and procedural requirements are in place, we'll begin the annexation process to officially bring the donated land within city limits. This annexation will help support the City's long-term plans for recreation, maintenance operations, and environmental management in the newly donated area.

NEDC Agreement

As mentioned earlier, we are making several updates to the agreement with the Nevada Economic Development Council (NEDC) to improve clarity and streamline future administration. In the current (or previous) agreement, NEDC received an incentive payment structure that provided additional compensation when new industries located in Nevada and began contributing to the city's tax base. Specifically, this incentive amounted to 0.5% of the minimum assessment payment for a period of five years following the start of tax payments. While this incentive program has been successful in the past, it has proven difficult to consistently track and administer due to the variability in timing and assessment details for each project. To simplify the process, we have decided to remove this incentive clause from the updated agreement. In place of the incentive payments, the City will increase NEDC's annual allocation, ensuring continued financial support for their important economic development work. This adjustment provides a more predictable and transparent funding structure while still recognizing the vital role NEDC plays in fostering business growth and community development. NEDC has been, and continues to be, a key partner in driving the City's economic progress, and we believe this revised structure represents a fair and effective compromise that strengthens our partnership moving forward.

Parking Ordinance

As mentioned previously, I would like to begin the process of updating the City's parking limit ordinances to better reflect current development patterns and community needs. During a recent discussion related to a new development project, parking requirements became a significant point of concern, highlighting the need to modernize our existing regulations. We have recognized for some time that the current parking ordinance is outdated, as several existing properties and developments throughout the community do not conform to the standards currently in place. Updating these ordinances will help bring greater consistency, flexibility, and practicality to how parking is planned and implemented across the city. As we work through the revisions, some sections of the ordinance will be modified, while others that continue to serve their purpose effectively will remain unchanged. The overall goal is to ensure that our parking requirements are right-sized to the actual needs of businesses, residents, and visitors. In many cases, the updates will help prevent the creation of unnecessarily large parking lots that remain underutilized for most of the year. By reducing excessive parking requirements, we can promote better land use efficiency, allowing for more green space, improved site design, and potentially larger building footprints within the same property boundaries. This initiative aims to balance functionality with aesthetics while supporting responsible growth and sustainable community development.

Smoke Testing

The smoke testing of the sanitary sewer system has been completed, and WHKS is now in the process of preparing a formal report summarizing their findings and recommendations. Once that document is finalized and received, I will forward it to the City Council and Mayor for review. Preliminary observations indicate that there are several areas requiring attention. Some of these issues will need to be addressed immediately, particularly those that pose a higher risk during major storm events, as they could contribute to infiltration or overflow problems. Other, less urgent issues can be incorporated into the City's Capital Improvements Plan (CIP) and scheduled for gradual repair or replacement over the coming years. This approach will allow us to manage costs effectively while prioritizing the most critical infrastructure concerns first. Given the scope of the work identified, it is likely that we will need to hire an outside contractor to complete many of the necessary repairs, as our current staff does not have the capacity or resources to handle all of them internally. However, there may be smaller, manageable fixes that our team can complete in-house. This report will serve as an important tool in guiding our next steps for maintaining and improving the City's sewer system integrity, ensuring we remain proactive in preventing future stormwater and infiltration issues.

Monthly Meetings

NEDC Exec

Sponsored Project

Mainstreet

Rotary

Alliance

IaCMA

LHD Wrap-up



STAFF MEETING AGENDA

Monday, October 6, 2025 @ 9:00 A.M

A. Old Business

- a. City Administrator
 - i. CDBG
 - ii. New Addition
 - iii. Smoke testing
 - iv. Oak Park Trail
 - v. 51 Acres
 - vi. Decommission
 - vii. Housing
 - viii. Land
 - ix. Splashpad
 - x. WWTP

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



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

October 8, 2025

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Included in the packet under the consent agenda is the approval for the Annual Urban Renewal Report (AURR) that is submitted to the state every year detailing the obligations of the City's development agreements.

Attached is the tentative time line for the FY2026/2027 Budget. Staff is scheduled for training on the new software in the next couple weeks. This year will be a learning curve, but hopefully in the coming years the process will flow better as staff becomes familiar with the system.

The Insurance Committee met as required per the Union Contract to review the proposed insurance renewals. The initial renewal came in over 25%, however, with the self-funding put in place a few years ago we are able to manage those costs to keep it under a 3% renewal.

Our security system (Brivo) for our doors at City Hall and the Water Plant are outdated and no longer will be serviced. The computer system that runs the HVAC system is also having issues and the company that installed it is no longer in business in Iowa. Alternatives for these systems will be reviewed.

Erin Mousel and I will be attending the Iowa Municipal Finance Officers Association (IMFOA) next week. There are new tabs on our annual reports that will be covered at the conference.

Kerin Wright
City Clerk/Finance Director

*Previous City Budgets can be found on the Department of Management website:
https://dom.iowa.gov/city_budgets

**FY26/27 Budget,
 LOT, Hotel/Motel, Equipment Replacement
 and Capital Improvement Planning Timeline
 September 2025 – April 2026**

October 2025	Public Works begins CIP planning. Equipment Replacement (15-year outlook) and Capital Improvement Project worksheets go out to the department heads. One-on-one meetings with City Administrator/City Clerk, if needed. Meet with Insurance Rep & Committee and Wellness Committee.
10/25/25	Equipment Revolving worksheets due back to administration. Budget worksheets sent to Department Heads
11/10/25	City Administrator, City Clerk to meet with Council Budget Committee (Mayor, Skaggs and Nealson) immediately following regular council meeting to review and discuss an overview of the city's budget process.
11/15/25	Budget Worksheets due back from Department Heads
11/18/25	City Administrator and City Clerk to Meet. City staff finalize LOT and H/M spreadsheets for the Council Budget Committee.
11/24/25	City Administration and City Clerk begin meeting with each department head
11/24/25	City Administrator and City Clerk to meet with Council Budget Committee (Mayor, Skaggs, Nealson) specifically on recommendations for Equipment Revolving, Human Service Groups, CIP Projects, LOT, and TIF Projections. (Meet from 6:30-7:30) p.m. AFTER the City Council meeting
12/01/25	City Administrator and City Clerk to review all budget docs.
12/08/25	City Administrator and City Clerk to meet with Council Budget Committee (Mayor and Council Members Skaggs, Nealson). Committee meet briefly after council meeting at 6:30 p.m.
1/12/26	Council Budget Committee and Staff present recommendations to full council based on Local Option Tax, Hotel/Motel, and Tax Increment Financing revenues and City Capital Improvement Projects proposed.
2/09/26	Regular Council Meeting – Budget Work Session AFTER the regular scheduled meeting.
2/23/26	Approve Levy numbers to submit to the County. Submit by March 5 (or before, after the Council approves) send PH notice to paper to publish on 3/12/26 after council mtg. Set NEW Public Hearing Requirement (Levy) for 3/23/26 to discuss levy #'s submitted to County. (Send PH Notice for ACTUAL budget to paper for publication on 3/26/26)
3/05/26	Report due to DOM for levy numbers for County mailing by March 5 th
3/05/26	Send to paper to PUBLISH PH Notice in paper for the 3/23/26 levy hearing
3/19/26	Send to paper to PUBLISH PH Notice in paper for the 4/14/25 Budget Hearing
3/23/26	Separate Mtg at 6:00 pm Hold the NEW PH Requirement (Levy). At the regular meeting (6:15 pm) on the same night, SET PH for Actual Budget Adoption for 4/13/26
3/26/26	Publish PH Notice for FY26/27Budget for 4/02/26
4/13/26	Hold PH for FY26/27Budget Adoption, Adopt budget
4/30/26	Filling Deadline for FY26/27Budget (NEW)

Created 9/23/25



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

To: Mayor and City Council
From: Chris Brandes, Public Safety Director/Chief of Police
Date: Tuesday, September 2, 2025
Ref: Report for City Council Meeting for Monday, September 8, 2025

Staffing

No changes to staffing numbers at this time.

School is back in session and SRO VanderHart is in his second year in his role.

Activity

Lincoln Highway Days took place August 22-24. Officers were staffed at the Truck and Tractor Pull as well as the Rodeo/Beer Garden. No major incidents took place.

Our GTSB annual contract ends September 30. We will be conducting a traffic project in September to fulfill all our contractual obligations for the year.

Marlys and I are working on public information postings to spread the word to the community about the new parking regulations. This is meant to inform the community without using parking citations.

The police department has either responded to or self-initiated 658 calls for service in the month of August.

Highest number of calls listed below:

Traffic Stops: 354
General Info: 70
Medical Assists: 34
Animal Call: 23
Suspicious Person: 15
Reckless Driver: 12

Respectfully submitted,

Chris Brandes
Public Safety Director
Chief of Police



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

TO: Chris Brandes, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: October 6, 2025

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

Calls to date in Sept 2025: 589
Calls to date same time last year (2024): 571

Fires for Sept 2025: 1
EMS for Sept 2025: 44
Good intent for Sept 2025: 15
Community events for Aug 2025: 5

Membership:

Current roster number of members: 41

Peyton Alderson has completed his probationary test and 1-year probation. He will be present at the next council meeting to swear in as a permanent member of the fire department.

Delay/Unable to Respond

Amy Cooglar requested a fire engine for fire prevention week at the Lil Cubs childcare center. The lack of available daytime volunteers means we are not able to accommodate this request. Amy indicated she would call another fire department in the county.

Several scheduled vacations and work conflicts interrupted our ability to conduct the October Fire Prevention Week coloring and essay contest ride to school this year. We hope to resume it next year.

9-22-25 1010 am **gas line hit by electrical contractor** (1 F/T and 1 volunteer responded)

9-25-25 9:16 am **internal bleeding cancer patient** (1 F/T no volunteers available)

9-25-25 2:33 pm **motor vehicle crash with injury** (1 F/T no volunteers available)

9-25-25 3:34 pm **fall with a broken arm paged FD for more assistance for lifting** (1 F/T and second page got 1 additional volunteer. 2 police officers responded to help lift)

*Daytime fire department coverage in the community is still very thin between 6am to 4:30pm.

FEMA AFG Grant

NFD was awarded \$20,000 by FEMA Assistance to Firefighters Grant for the purchase of fire hose, appliances, and nozzles for the newly arriving fire engine. The grant covers all but our 5% match of \$994.38. The department had the match budgeted in our capital plan. This helps stock the new engine with new equipment.

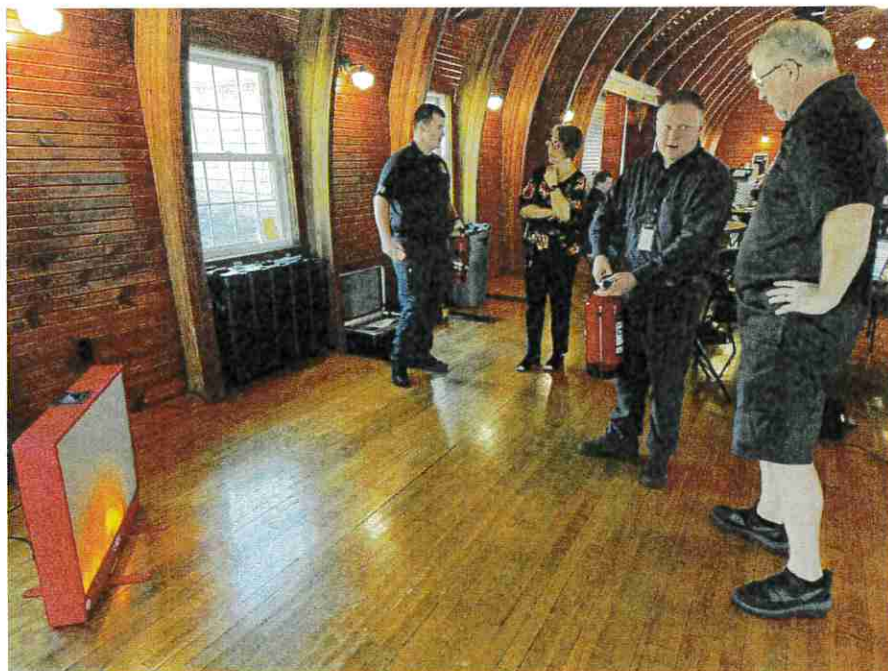
New Fire Engine Arrival Date

Toyne has sent initial photos of the Spartan chassis and a picture of the back compartments of the engine before it goes into the paint shop for it's red color. The anticipation of arrival will be the day before thanksgiving if all goes to plan. Our final payment we budgeted that is due upon receipt will be \$297,500.



Story County Employee Training

Every year Story County requests safety training from our department. This morning and afternoon session is for every county employee. The department provided training on preventing fires, calling 911, and on the use of a fire extinguisher. The training allows our department to teach community risk reduction to many people in one setting. The Bullex fire extinguisher training prop pictured here was also a past FEMA Fire Prevention & Safety grant award of \$17,000.



Vist From A Family Saved by NFD and NPD.

Mr. Patterson and his son are alive after a horrific crash last February. Their vehicle lost control at Lincoln Highway and Osage Drive. Both had to be extricated from the vehicle and were both flown to trauma centers in two different helicopters called directly to the scene. Mr. Patterson's son resides in a care facility due to his extensive injuries from the crash. Mr. Patterson sought the fire crew that performed his rescue so that he could personally thank them. It should be noted several NPD and Sheriff's Deputies were on scene to help on that crash scene. The vehicle came to rest on its side after hitting a power pole. Both occupants were trapped and pinned in the car as it rested in the crease of the ditch.



NFD'S "One-man" Mechanic Service

The fire department relies on Lt. Kevin Bell to fix vehicles and items at the station. His background as a facility maintenance worker at Danfoss gives him the experience to fix just about anything. I estimate Kevin Bell has saved the taxpayers well over \$100,000 yearly in labor and repair fees. Instead of taking vehicles into Ames or Des Moines for repairs, there are very few things Kevin can not fix. The department has developed an aggressive reporting system that involves a white board message system and red tag system for anything broken or in need of repair. This is important because early repairs prevent catastrophic repairs later. We are grateful for Kevin's weekly dedication.



The City of Nevada Street Dept Report

- Locates
- City vehicle maintenance
- Street sweeping
- Concrete patches
- Storm intake work
- New trucks got delivered
- Mowing bridges and ditches
- Getting sign machine up and working
- Prepping equipment for upcoming winter weather
- Installed parking signs for new ordinance



October 13th / 2025

Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift stations, and remote flow basin.
- Prepping old facility for decommissioning.
 - Remaining clarifiers have been drained.
 - Emptying garage space.
- Lower Screen Room controls have been removed at Phase 3 to avoid future damage with I&I. Both bar screens are functioning as intended.
- Contactors in the lower screen room have been replaced on the heaters.
- Compressor Blowers at Phase 3 underwent a flush and oil change.
- Phase 2 Digester Update:
 - Pending Ovivo's instructions the Digester is ready to begin filling for startup.
- Jordan Gibson passed his Wastewater Treatment Grade 1, and now a certified operator.
 - Jordan has enough prior experience in the applied field he is eligible to test for his Grade 2.



September 2025

To: Mayor and City Council

From: Rhonda Maier, Director of Parks and Recreation

Re: Monthly Information Report

- Completed Work/Accomplishments
 - Hire of Assistant Director of Parks and Recreation – Jayson Kingsbury.
 - Hire of Parks Laborer – Wyatt Toot.
 - Hire of Permanent Part-time Custodian – Angela Johnson.
 - Senior Center and City Hall Custodial Help.
 - Irrigation Repair at SCORE.
 - Clean-up of Old WWTP.
 - Securing WWTP sheds for Parks and Recreation Storage.
 - Operations of Fall Activities.
 - Legends Softball Development Program.
 - Planning and Coordination of Winter Activities.
 - After school Legends Program.
- Items Currently Working On/Gathering Information
 - Hattery Park Master Plan.
 - Shift of Zach Anderson to Recreation/Field House working as a program and facility coordinator.
 - SRF Project – Various meetings with contractors and land owners affected by the project.
 - Harrington Park Master Plan.
 - Nevada Bark Park finalize location.
 - Pool Filter Repair/Replacement.
 - Pool Vacuum Purchase.
 - Planning of Winter Activities.
 - Grant funding for Splash Pad Project.
 - Tot Time.
 - Parks and Recreation Board Goal Setting Session.
- Staff, City Council, SRF, City/School, Soccer Club, Splash Pad, DASH Sports, IPIB, and Playground meetings.

If you have any questions, please feel free to contact me directly at 515-382-4352 or by email at nevadarecreation@gmail.com. Thank you for your continued support of Nevada Parks and Recreation.

For: October 13, 2025 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Amanda Brewer, Library Director

**Nevada Public Library
Council Report**

MY REPORT

The library continues to stay very busy. The change in Interlibrary Loan deliveries has been difficult and frustrating for our patrons. We continue to assure them, that the changes are moving forward and deliveries will start coming more regularly. We are excited to have our new projection screen mounted in our meeting room. The Street Department was great to work with. We are also looking forward to the Story Stroll signs being placed back along the trail. One of the main book distributors in the US is currently in financial failure, forcing most libraries to transition to other providers. There is only one other large distributor in the business of working with public libraries at the same capacity so we are working to switch our ordering over to them. In the meantime, our library has 483 books on back order so we are temporarily using Amazon to try and get in our most popular authors.



OCTOBER | NOVEMBER | DECEMBER 2025

Official Publication of the Iowa League of Cities

LEAGUE BULLETIN

Upcoming Events & Important Dates

City Finance 101 Workshop

October 30 - Oelwein

IMFOA Fall Conference

October 15-17 - Des Moines

Budget Workshops

November 5 - Cedar Falls

November 12 - Lake View

November 13 - Ottumwa

November 18 - Atlantic

November 20 - West Des Moines

November 25 - Virtual



City Clerk Study Hall

December 3 - Virtual

MLA Part 1

December 4 - Cherokee

December 6 - Fairfield

December 11 - Treynor

December 13 - Manchester

December 18 - Virtual

December 20 - Johnston



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Season of Learning

The next few months feature many opportunities to skill up your team. Our **City Finance 101** session and series of **Budget Workshops** can help you prepare your city's fiscal year 2027 budget. This includes financial reporting and form updates from the Iowa Dept. of Management, city financial trends and forecasting, and a discussion of recent and proposed legislative changes that will impact city finances.

The **Municipal Leadership Academy** is also kicking off this December. MLA is a three-part series offered to elected officials, both new and returning, that gives a comprehensive overview of city government operations, responsibilities, finances, and more. Newly elected officials are strongly encouraged to participate.

America 250 in Iowa

In 2026, the United States will mark its 250th anniversary — a once-in-a-lifetime opportunity for Iowa communities to celebrate our nation's history and tell their own local stories. Iowa's America 250 effort encourages cities to host events, share traditions, and highlight the people and places that make their communities unique.

Find America 250 logos, ideas and details at:

history.iowa.gov/learn/iowa-america-250/iowa-america-250.



Legislative Champions

Open to all local officials, Legislative Champions meet bi-weekly during the legislative session to hear updates from the government affairs team. Members also receive guidance on building productive relationships with their state legislators — something that can often feel daunting but is incredibly impactful. As citizen legislators, Iowa's Senators and Representatives rely on your expertise to understand how policies affect communities on the ground. Success stories from past champions show how even a single conversation with a lawmaker can influence legislation. Sign up through the QR code or on the League website.



IPIB Training

Have you done your open meetings training requirement yet? HF 706 requires newly elected officials and new members of appointed boards and commissions to complete such training within 90 days of taking office.

Keep an eye on the IPIB website for training opportunities:

ipib.iowa.gov/trainings/ipib-training-newly-elected-and-appointed-officials.

The League is also an approved trainer and will be offering opportunities throughout the year. Stay tuned to our website and *League Weekly* for more details.



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

Dated: Wednesday, September 24, 2025

Amber Gable
The Well Brewery and Market
1117 6th Street, Nevada, IA 50201
Thewellnevada@gmail.com
712.461.0372

Ref: Parking Closure

Amber,

In response to our email, you are requesting to close parking spaces directly in front of your business on September 27, 2025. The closure is from 10:00AM to 2:00PM. The total number of parking spaces requested is four (4) spots. This would be directly in front of your business and north (covering most of 1119 6th Street's storefront as well). This closure will allow a food truck to park parallel with the sidewalk and have associated seating near it.

You have stated you will use cones and road barricades provided by Main Street Nevada. You will need to post signage near the parking spaces prior to the event to ensure cars are not parked at 10:00AM.

Your request is approved.

Your liquor license does not change due to the closure. You will need to ensure all alcohol sales remain in the established premise. All food trucks must be licensed with the City of Nevada for operation. You will need to ensure the sidewalk access is not restricted to pedestrians.

The City of Nevada is not liable for any injuries or other claims in reference to your project. You are responsible for obtaining any liability insurance necessary to protect you against claims which may be brought in connection with this.

If you need equipment from the City of Nevada you will need to contact Nevada Streets Supervisor Joe Mousel. Mr. Mousel can be reached weekdays between 8:00 a.m. and 3:00 pm; his office number is 515-382-4813. It is your responsibility to make these arrangements. There are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

Respectfully,

Chris Brandes
Public Safety Director
Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Joe Mousel, Nevada Streets Supervisor
Command Staff, Nevada Public Safety Department
Mayor and City Council Members

