

\*REVISED – Added Item 14



**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, SEPTEMBER 8, 2025 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

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

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

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

Webinar ID: 851 5957 2027 Password: 287321

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

***Please call City Hall at 515-382-5466 or email [kwright@cityofnevadaiaowa.org](mailto:kwright@cityofnevadaiaowa.org) by 4:00 p.m. Monday, September 8, 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 August 25, 2025
  - B. Approve Payment of Cash Disbursements, including Check Numbers 88888-88953 and Electronic Numbers 3927-4001 (Inclusive) Totaling \$204,854.26 (See attached list); the First Interstate Card Purchases for the September 19, 2025 Statement, total \$6,271.79; and Sam's Club Card Purchases for September 22, 2025 Statement, total \$718.27
  - C. Resolution No. 016 (2025/2026): A Resolution Approving Year End Transfers, #3 DS for FY2024/2025

- D. Approve Exhibit A, a Revision of Exhibit C, from the May 27, 2025 Agreement for Private Development between the City of Nevada, Iowa and Sierra Heights, L.L.C. to adjust the Location of the Sewer.
- E. Approve Tax Abatement
  - 1. Permit #BP2025-0002, 405 10<sup>th</sup> Street, New Home
- 5. **PUBLIC FORUM:** Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
  - A. Proclamation for National Clean Energy Week
- 6. Resolution No. 017 (2025/2026): A Resolution Accepting the 19<sup>th</sup> Street Trail Project – Division 2 as Complete
- 7. Approve Pay Request No. 6 for 19<sup>th</sup> Street Trail Project – Division 2, from Construct Inc. in the amount of \$16,484.31, this includes release of retainage for payment in 30 days
- 8. Approve Amendment to Master Agreement, 19<sup>th</sup> Street Trail Project, increasing maximum fee by \$2,100.00
- 9. Approve Pay Request No. 40 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00
- 10. Approve Change Order No. 2 for West Indian Creek, SRF Project A from RW Excavating Solutions, LC to extend project completion date to September 30, 2025
- 11. Approve Change Order No. 3 for West Indian Creek, SRF Project A from RW Excavating Solutions, LC in the amount of \$59,500.00
- 12. Approve Recommendation from the Planning and Zoning Commission Regarding the Site Plan for Casey's General Store at 519 Lincoln Hwy
- 13. Ordinance No. 1073 (2025/2026): An Ordinance Amending the Nevada Code of Ordinances by Repealing Chapter 28 – Nevada Senior Community Center Board
- 14. Resolution No. 018 (2025/2026): A Resolution Approving Allocated Capacity Agreement for Wastewater Services Between City of Nevada, Iowa and Burke Marketing Corporation
- 15. REPORTS – City Administrator/Mayor/Council/Staff
- 16. ADJOURN

The agenda was posted on the official bulletin board on September 4, 2025, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

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

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2024-2025\2025-06-23.DOC





MEMO FOR  
REGULAR MEETING OF THE NEVADA CITY COUNCIL  
MONDAY, SEPTEMBER 8, 2025 – 6:00 P.M.

6. Resolution No. 017 (2025/2026): A Resolution Accepting the 19<sup>th</sup> Street Trail Project – Division 2 as Complete  
**Enclosed you shall find the engineer's recommendation, resolution and statement of final completion.**
7. Approve Pay Request No. 6 for 19<sup>th</sup> Street Trail Project – Division 2, from Con-struct Inc. in the amount of \$16,484.31, this includes release of retainage for payment in 30 days  
**Enclosed you shall find pay request for the final payment to release retainage in 30 days.**
8. Approve Amendment to Master Agreement, 19<sup>th</sup> Street Trail Project, increasing maximum fee by \$2,100.00  
**Enclosed you shall find an amendment to increase engineering cost for the services for the 19<sup>th</sup> Street Trail Project.**
9. Approve Pay Request No. 40 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.**
10. Approve Change Order No. 2 for West Indian Creek, SRF Project A from RW Excavating Solutions, LC to extend project completion date to September 30, 2025  
**Enclosed you shall find the change order with a brief explanation.**
11. Approve Change Order No. 3 for West Indian Creek, SRF Project A from RW Excavating Solutions, LC in the amount of \$59,500.00  
**Enclosed you shall find the change order.**
12. Approve Recommendation from the Planning and Zoning Commission Regarding the Site Plan for Casey's General Store at 519 Lincoln Hwy  
**Enclosed you shall find a memo from the zoning official and a recommendation from the Planning and Zoning Commission.**
13. Ordinance No. 1073 (2025/2026): An Ordinance Amending the Nevada Code of Ordinances by Repealing Chapter 28 – Nevada Senior Community Center Board  
**Enclosed you shall find ordinance to repeal the Nevada Senior Community Center Board.**
14. Resolution No. 018 (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 wastewater agreement between Burke and the City**

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NEVADA CITY COUNCIL – MONDAY, AUGUST 25, 2025 6:00 P.M.

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1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Ryan Condon, convened the meeting at 6:00 p.m. on Monday, August 25, 2025, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

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

Also in attendance were: Melissa Muschick, Karen Selby, Sue VandeKamp, Charlie Good, Shane & Christine Heintz, Louie Lang, Brenda Dryer, Karen Niblock.

3. APPROVAL OF AGENDA

Motion by Dane Nealson, seconded by Jason Sampson, to **approve the agenda**. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Spence, Corbin. 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 August 11, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 88813-88887 and Electronic Numbers 3819-3926 (Inclusive) Totaling \$341,293.91 (See attached list)
- C. Approve Financial Reports for Month of May, 2025
- D. Resolution No. 014 (2025/2026): A Resolution Approving Year End Transfers for FY2024/2025
- E. Approve Library Job Description and Salary Range for Part Time Library Clerk

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

5. PUBLIC FORUM:

Sue VandeKamp stressed the importance of property maintenance in the community and holding citizens accountable. She also suggested a dedicated time to discuss relevant topics, similar to Coffee with the Council.



Louie Lang expressed concerns regarding the streets.

6. HR Green Workorder for Annual Renewal for GIS Services

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve HR Green Workorder for Annual Renewal for GIS Services.** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

7. Approve HR Green Professional Services Agreement, Amendment No. 4, for SRF Sponsored Projects A (West Indian Creek) and B (Tributary to Indian Creek) in an amount not to exceed \$11,200.

Motion by Luke Spence, seconded by Henry Corbin, to **approve HR Green Professional Services Agreement, Amendment No. 4, for SRF Sponsored Projects A (West Indian Creek) and B (Tributary to Indian Creek) in an amount not to exceed \$11,200.** After due consideration and discussion the roll was called. Aye: Spence, Corbin, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

8. Approve HR Green Professional Services Agreement for SRF Sponsored Project E (West Indian Creek Phase 2), Design and Construction administration in an amount not to exceed \$134,500

Motion by Dane Nealson, seconded by Luke Spence, to **approve HR Green Professional Services Agreement for SRF Sponsored Project E (West Indian Creek Phase 2), Design and Construction administration in an amount not to exceed \$134,500.** After due consideration and discussion the roll was called. Aye: Nealson, Spence, Corbin, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

9. Approve Change Order No. 1 for Oak Park Estates Trail from Midstate Solution in the amount of \$5,800.00

Motion by Steve Skaggs, seconded by Henry Corbin, to **approve Change Order No. 1 for Oak Park Estates Trail from Midstate Solution in the amount of \$5,800.00.** After due consideration and discussion the roll was called. Aye: Skaggs, Corbin, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

10. Nevada Foundation FY2026 Human Service Funding

Brenda Dryer, representing the Nevada Foundation, announced FY26 funding totaling \$35,000.00 has been awarded to eligible non-profit organizations for food, shelter, and clothing.

Motion by Luke Spence, seconded by Dane Nealson, to **approve Nevada Foundation FY2026 Human Service Funding.** After due consideration and discussion the roll was called. Aye: Spence, Nealson, Sampson, Skaggs, Corbin. Nay: None. The Mayor declared the motion carried.

11. Approve Special Class C Retail Alcohol License for CLOUD WINE, LLC d/b/a Lucky Wife Wine Slushies, on 6<sup>th</sup> Street, Effective September 5 – 9, 2025, for Farmers Market

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve Special Class C Retail Alcohol License for CLOUD WINE, LLC d/b/a Lucky Wife Wine Slushies, on 6<sup>th</sup> Street, Effective September 5 – 9, 2025, for Farmers Market.** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Spence, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

12. Resolution No. 015 (2025/2026): A Resolution Approving an Agreement with Global Music Rights, LLC for Public Music Rights

Motion by Luke Spence, seconded by Dane Nealson, to **adopt Resolution No. 015 (2025/2026).** After due consideration and discussion the roll was called. Aye: Spence, Nealson, Sampson, Skaggs, Corbin. Nay: None. The Mayor declared the motion carried.

13. Discussion and Appropriate Follow-up regarding Nevada Senior Community Center

A. Approve Revised NSCC Rental Agreement and proposed Rates

Motion by Steve Skaggs, seconded by Luke Spence, to **approve Revised Nevada Senior Community Center Rental Agreement and proposed Rates.** After due consideration and discussion the roll was called. Aye: Skaggs, Spence, Corbin, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

B. Approve Revised Rules and Regulations and Inspection Form for NSCC

Motion by Henry Corbin, seconded by Dane Nealson, to **approve Revised Rules and Regulations and Inspection Form for Nevada Senior Community Center.** After due consideration and discussion the roll was called. Aye: Corbin, Nealson, Sampson, Skaggs, Spence. Nay: None. The Mayor declared the motion carried.

C. Recommendation to dissolve Chapter 28

Motion by Luke Spence, seconded by Jason Sampson, to **approve recommendation to dissolve Chapter 28.** After due consideration and discussion the roll was called. Aye: Spence, Sampson, Skaggs, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

D. Approve Proposed Nevada Senior Citizens Agreement

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve Proposed Nevada Senior Citizens Agreement.** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

14. Approve Pool Heater Repair

Motion by Jason Sampson, seconded by Henry Corbin, to **approve Staff's recommendation to move forward with the repair of the pool heaters by Steve Kapun at Harvest HVAC in the amount of \$49,847.00.** After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Nealson, Skaggs, Spence. Nay: None. The Mayor declared the motion carried.

15. ADJOURNMENT



There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:42 p.m. the meeting adjourned.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

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

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

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

Item # 43  
Date: 9/8/25

NEVADA CLAIMS LIST 9/08/25

PAYEE	DESCRIPTION	CHECK AMOUNT	CHECK #
WAGeworks	FSA 2024 PMTS	177.03	3927
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	370.68	3928
WAGeworks	FSA 2024 PMTS	214.37	3929
EFTPS	FEDERAL TAXES FEDERAL WITHHOLDING TAX	28,554.57	3998
CORNISH, DEVIN	HSA Pay Period: 08/31/2025	50	3999
HUTTON, RYAN	HSA Pay Period: 08/31/2025	320.84	4000
SYDNES, KELLAN	HSA Pay Period: 08/31/2025	50	4001
ACCESS SYSTEMS	ALL-COPIER LEASE	683.94	88888
ALLIANT	ALL-UTILITIES	50,467.29	88889
MADISON NATIONAL LIFE	ALL-LIFE INSURANCE	389.07	88890
MENARDS	ALL-SUPPLIES	136.2	88891
NEVADA FOUNDATION	ED-AD HOC	35,000.00	88892
DELTA DENTAL OF IA	DENTAL 8/2025	3,293.44	88893
FIDELITY SECURITY LIFE	VISION 9/2025	860.96	88894
WELLMARK	HEALTH 9/2025	33,048.45	88895
VOID	VOID	VOID	88896
PAYROLL	PAYROLL	688.31	88897
COLLECTION SERVICES CENTER	CHILD SUPPORT CHILD SUPPORT	122.02	88898
MISSION SQUARE	DEFERRED COMP 303097 DEFERRED COMP	560	88899
ACCO	POOL-MAINT	2,144.80	88900
AMAZON CAPITAL SERVICES	ALL-SUPPLIES	1,589.74	88901
AMES LOCK & SECURITY	SC-KEYS	14.97	88902
ARMOR EQUIPMENT	WWT-WATER PUMP RPR	467.5	88903
ARNOLDS	PD/STS/PR-RPR	118.09	88904
BERENS-TATE CONSULTING	2020B-ARBITRAGE	2,500.00	88905
BOUND TREE MEDICAL, LLC	EMS-MEDICAL SUPPLIES	168.62	88906
CENTRAL IA REG TRANS PL	STS-FY26 ASSESSMENT	1,177.00	88907
CENTRAL IOWA BROADBAND	FH-INTERNET SVC	375	88908
CURTIS ARCHITECTURE & DESIGN	DT NEVADA DTR CDBG FACADE IMP PROJ	35,280.18	88909
D & K PRODUCTS	PKM-FIELD PAINT	740	88910
DAKOTA SUPPLY GROUP	STS/WTR/WWT-RPR	662.26	88911
DON AND SONS BODY SHOP	PD- CAR 77 RPR	4,990.35	88912
DRAINTECH	PKM-HARRINGTON RPR	2,306.54	88913
FAREWAY	WTR-SUPPLIES	73.63	88914
FELD EQUIPMENT	FD- FIRE BOOTS	945	88915
FIRSTNET	PD-CAR COMPUTER	412.7	88916
FRIEDRICH, MADDI	PD-MEAL REIMB FRIEDRICH	112	88917
HACH COMPANY	WTR-LAB SUPPLIES	312	88918
HARBOR FREIGHT	STS-MISC TOOL	74.99	88919
HR GREEN	ENGINEERING	3,438.85	88920
HUBER SUPPLY CO	EMS-02 SUPPLY	98.43	88921
IA ONE CALL	WTR/WWT-ONE CALL	154	88922
IA STATE READY MIX	STS-ALLEY RPR	1,422.00	88923
IA STATE UNIVERSITY	PD-RADIO SUBCRFEE FY26	20,074.47	88924
IACP	PD-TRNG SEYMOUR	750	88925
IAPE	PD-TRNG PRITCHARD	425	88926
INTEGRITY SALES	PD-LIGHTS	1,023.76	88927
INTERSTATE ALL BATTERY	WTR-BATTERY	14.55	88928



INTL INSTITUTE OF MUN	ADM-MEMB WRIGHT	195	88929
JEFFERSON HIGHWAY ASSOC	MYR-DUES	35	88930
JEO CONSULTING GROUP	2023 BRIDGE RPRS	1,880.00	88931
KRUCK P& H CO	CH-RTU2,CIRCUIT	112.5	88932
MACQUEEN EQUIPMENT	WWT-GAS MONITOR	1,160.65	88933
MARSHALLTOWN ALARM	WWTF-PH2,FIRE ALARM	2,190.42	88934
MATHESON TRI-GAS INC	POOL-CHEMICALS	34.56	88935
MENARDS	WWT-SHELVING	165.78	88936
MISSISSIPPI LIME	WTR-LIME	10,825.06	88937
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225	88938
PARAGON	ADM-SUPPLIES	18	88939
PRATT, DENNIS	STS-CLOTHING PRATT, DENNIS	92.96	88940
SALTECH SYSTEMS	ADM-WEB HOSTING	88.7	88941
SCHENDEL PEST CONTROL	FH-PEST CONTROL	293.81	88942
SIGLER CO	OUR NEVADA	2,784.87	88943
STATE HYGIENIC LAB	POOL-LAB ANALYSIS	31	88944
TAYLOR & ASSOCIATES	POOL-CHAISE LOUNGES	3,993.41	88945
TITAN MACHINERY	STS-BACKHOE REPAIR	1,102.91	88946
T-MOBILE	ALL-GEO TABS	125.1	88947
UTILITY SERVICE CO	WTR- CLEARWELL CLEANING	4,505.00	88948
VAN WALL EQUIP	STS-BAT WING MOWER PARTS	71.44	88949
VAN WALL EQUIP	STS/PR/WWT-RPR	1,319.23	88950
WAGEWORKS	PR-FLEX BENEFIT FEE	204.25	88951
WILLIAMSON ELECTRIC INC	PKM-HARRINGTON PK	200	88952
WINDSTREAM	WWT-FLOW	280.81	88953
	TOTAL PAYROLL EFT (3930-3997)	89,682.04	
	TOTOAL CLAIMS	204,854.26	

Vendor # 1170

20250901

Electronic Pymt #

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 9/8/2025 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
7/28/2025	Sportsengine	REC, CIRL	1,599.00	INV02096308	001-477-6499
7/30/2025	SP Wristbands	POOL, Wristbands	242.40	LE00438657	001-435-6599
8/1/2025	Go Daddy	ADM, Website/Emails	22.97	3838409036	121-613-6431
8/5/2025	Civic Systems	ADM, Civic Training-Ellsworth	270.00	2025CVCSYMPSMITYU0071	610-818-6240
8/5/2025	Civic Systems	ADM, Civic Training-Rouse	270.00	2025CVCSYMPSMITYU0071	600-814-6240
8/12/2025	Sangoma	Water Plant	31.06	869807	600-811-6373
		Wastewater Pl	31.06		610-816-6373
		Library	31.06		001-410-6373
		Fire Dept	31.06		001-150-6373
		Police Dept	31.06		001-110-6373
		ST Dept	31.06		110-210-6373
		City Hall	31.07		001-620-6373
		Cemetery	31.07		001-450-6373
		Parks Mnt	31.07		001-431-6373
8/19/2025	Zoom	ADM, Website	76.78	INV318141632	121-613-6431
8/6/2025	Hyatt Regency Chicago	PSD, Conf Hotel	795.39	2824624501	001-110-6240
8/5/2025	IA Secretary of State	ADM, Notary-Wright	30	4590397	001-620-6210
8/7/2025	Twilio	ADM, Notifications	11.68	20250806	121-613-6431
8/7/2025	Renn's Café	Planning & Zoning	68.91	B6pl	001-540-6599
8/7/2025	Bricktown	Planning & Zoning	33.99	YXtyqfh7MCMq	001-540-6599
8/8/2025	IA DNR Fees	WWWT, Cert Fees	32.29	21887676	610-816-6479
8/13/2025	Pint Sized Ice Cream	ADM, Mix n Mingle Public Event	49.00	000007	121-540-6461
8/14/2025	Twilio	ADM, Notifications	10.58	20250813	121-613-6431
8/17/2025	Twilio	ADM, Notifications	12.67	200250816	121-613-6431
7/31/2025	Facebook	LIB, Website boosts	74.56		001-410-6402
8/5/2025	Projectorscreen.com	LIB, Manual Projector Screen	2,072.80	186943	169-413-6721
8/12/2025	Zoom	LIB, Website	159.90	INV317180417	001-410-6594
8/12/2025	MSFT	LIB, Microsoft Software	39.00	E0700XBE12	001-410-6594
8/20/2025	Raygun	LIB, Staff Shirts	60.30	VEIR0LVKP	001-410-6181
8/22/2025	Flowcode Pro	LIB, Subscription	60.00	DSB2FB8E-0003	001-410-6594

6,271.79

POSTING & PAYMENT DATE:

September 19, 2025

City Administrator

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



Vendor #1403

20250904

Electronic Pymt #

SAMS CLUB PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 9/8/2025 W/CLAIMS

<u>Tran Date</u>	<u>Description</u>	<u>Amount</u>	<u>Invoice #</u>	<u>ACCOUNT</u>
8/13/2025	STS, Supplies	72.78	P92800072018X3XSG	110-210-6599
8/13/2025	ADM, Supplies	21.40	P92800072018X3XSG	001-620-6599
8/14/2025	SR CTR, Supplies	150.80	P928000730132Q7TT	001-461-6599
8/15/2025	REC, Concessions	152.17	P928000750137F9NO	001-434-6590
8/15/2025	SR CTR, Supplies	247.70	P928000750137F9N8	001-461-6599
8/21/2025	ADM, Supplies	73.42	P9280007A01MWZR4J	001-620-6599

718.27

POSTING & PAYMENT DATE:

September 22, 2025

City Administrator

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

**RESOLUTION NO. 016 (2025/2026)**  
**A RESOLUTION APPROVING YEAR END TRANSFERS, #3 DS FOR FY2024/2025**

WHEREAS, the following transfers are necessary to complete the End of the Year for Fiscal Year 2024/2025:

FROM	TO	AMOUNT
TIF Fund 125-910-6911	Debt Service-FH Payment 200-910-4831	\$851,950.00

WHEREAS, the FY25 Budgeted transfer for the Field House Bond Payment to Debt Service; and

NOW, THEREFORE, BE IT RESOLVED, that the Nevada City Council authorizes the transfers on June 30, 2025 (for Fiscal Year 2024/2025) and that this resolution is made a part of the official record providing documentation and an audit trail of the transfers.

Passed and approved this 8<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 016 (2025/2026) be adopted.

AYES:            —  
NAYS:           —  
ABSENT:         —

The Mayor declared Resolution No. 016 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 016 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8<sup>th</sup> day of September, 2025.

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Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2025-2026\016-Budget Transfer - FY2024-2025 Year End.doc

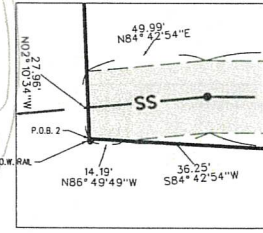


EXHIBIT "A" - PUBLIC SANITARY SEWER 18" DIA, PART OF LOT "1", LOT A, AND LOT "2" NEVADA, STOF  
PREPARED BY & RETURN TO: MARK L. LEE, PLS, LEE CHAMBERLIN CONSULTANT ENGINEERS, 10430 NEW YORK AVE, URBANDALE, IOWA

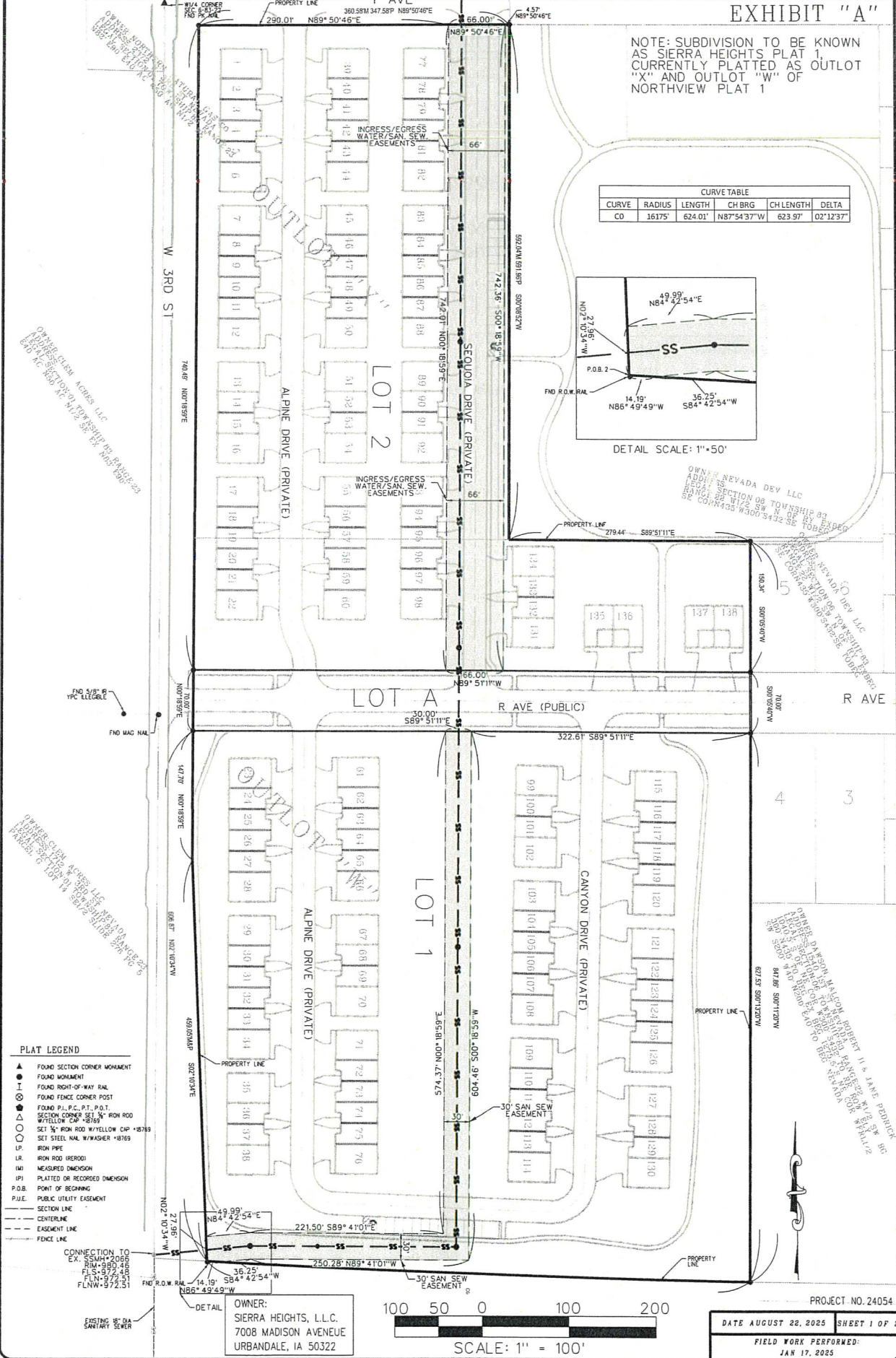
EXHIBIT "A"

NOTE: SUBDIVISION TO BE KNOWN AS SIERRA HEIGHTS PLAT 1, CURRENTLY PLATTED AS OUTLOT "X" AND OUTLOT "W" OF NORTHVIEW PLAT 1

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BRG	CH LENGTH
CD	16175'	624.01'	N87°54'37"W	623.97'
				02°12'37"

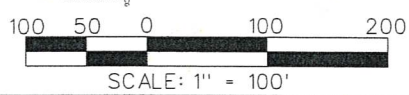


DETAIL SCALE: 1"=50'



- PLAT LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - FOUND MONUMENT
  - FOUND RIGHT-OF-WAY RAIL
  - ⊗ FOUND FENCE CORNER POST
  - FOUND P.L.C., P.T., P.O.T.
  - SECTION CORNER SET 3/4" IRON ROD W/YELLOW CAP +8769
  - SET 3/4" IRON ROD W/YELLOW CAP +8769
  - SET STEEL NAIL W/WASHER +8769
  - LP IRON PIPE
  - LR IRON ROD (RECORD)
  - MD MEASURED DIMENSION
  - PI PLATTED OR RECORDED DIMENSION
  - P.O.B. POINT OF BEGINNING
  - P.U.E. PUBLIC UTILITY EASEMENT
  - SECTION LINE
  - CENTERLINE
  - EASEMENT LINE
  - FENCE LINE

OWNER:  
SIERRA HEIGHTS, L.L.C.  
7008 MADISON AVENUE  
URBANDALE, IA 50322



PROJECT NO. 24054  
DATE AUGUST 22, 2025 SHEET 1 OF 2  
FIELD WORK PERFORMED:  
JAN 17, 2025

Item # 4E  
Date: 9/8/25

## Tax Abatement List

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	<u>Address</u>
Story County Housing Trust		BP2024-0002	405 10th Street (New Home)



## PROCLAMATION

**Whereas**, across Iowa, clean and readily abundant forms of energy power more homes and businesses than ever before; and

**Whereas**, clean energy is part of America's energy future. It includes generation from renewable sources such as wind, solar, hydro and geothermal sources, but it also includes nuclear, natural gas, and carbon capture technologies as well as energy storage; and

**Whereas**, the clean energy sector is a growing part of the economy and has been a key driver of growth in Iowa in recent years, with nearly 35,659 Iowans currently employed in the clean energy sector; and

**Whereas**, in 2023, wind turbines generated 59% of the Iowa's electricity, the highest wind power share for any state; and

**Whereas**, these jobs cannot be outsourced due to the on-site nature of construction, installation, and maintenance. Clean energy jobs are inherently local and contribute to the growth of local economies; and

**Whereas**, as our country celebrates National Clean Energy Week, I encourage individuals and organizations in Iowa to support commonsense solutions to address America's economic and energy needs in the 21st century. I also encourage municipalities and individuals to implement the cleanest, lowest-emitting energy technologies available;

**NOW, THEREFORE, I, Ryan Condon, Mayor of the City of Nevada, Iowa**, do hereby proclaim September 15-19, 2025 as

### NATIONAL CLEAN ENERGY WEEK

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the Great Seal of the City of Nevada, Iowa to be affixed this 8<sup>th</sup> day of September, 2025.



\_\_\_\_\_  
Ryan Condon, Mayor



Item # 6  
Date: 9/8/25



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

▷ [HRGREEN.COM](http://HRGREEN.COM)

September 3, 2025

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

Re: 19<sup>th</sup> Street Trail Project – Division 2  
Certificate of Final Completion; Contractor's Application for Payment No. 6

Dear Jordan:

Enclosed are the following documents for the 19<sup>th</sup> Street Trail, Division 2, project with Con-Struct Inc.:

- Certificate of Final Completion. This document establishes the Final Completion as of September 3, 2025.
- Payment Application No. 6. This payment application includes release of the final project retainage for Division 2.

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

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

Sincerely,  
HR Green, Inc.

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

Brandon L. Mickelson, P.E.  
Project Engineer

Cc: File

Enclosures

\\hrgreen.com\HRG\Data\2024\2402192\Construction\Payment\Pay\_Estimates\6 - Division 2 Final Pay App Release of Retainage\ltr-20250903-Nevada19thStTrail\_Pay Request 6\_Div2.docx



**RESOLUTION NO. 017 (2025/2026)**

**A RESOLUTION ACCEPTING THE  
19<sup>TH</sup> STREET TRAIL PROJECT – DIVISION 2 AS COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Con-Struct, Inc. to construct the 19<sup>th</sup> Street Trail Project – Division 2 on May 28, 2024; and

WHEREAS, the project was substantially completed on September 3, 2025, by the Contractor, and inspected by City staff and HRG; and

WHEREAS, the completed total contract price is \$329,686.30; and

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

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

1. The 19<sup>th</sup> Street Trail Project – Division 2 has been completed in conformance with the construction documents and is hereby accepted; and the Statement of Final Acceptance and Certificate of Completion be approved and executed by the Mayor.
2. The City Clerk is directed to release retainage in 30 days.

RESOLVED this 8<sup>th</sup> of September, 2025, by the City Council of the City of Nevada, Iowa.

ATTEST:

\_\_\_\_\_  
Ryan Condon, Mayor

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 017 (2025/2026) be adopted.

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

The Mayor declared Resolution No. 017 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 017 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8<sup>th</sup> day of September, 2025.

---

Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2024-2025\017-19th St Trail-Div 2-Final Acceptance.doc

STATEMENT OF FINAL COMPLETION  
AND  
OWNER'S ACCEPTANCE OF WORK

PROJECT: 19<sup>th</sup> Street Trail – Division 2

OWNER: City of Nevada, 1209 6<sup>th</sup> Street, Nevada, Iowa, 50201

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

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


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

1. The construction provided for pursuant to Contract Documents including all approved amendments and Change Orders, hereafter called the Work between the Owner and Contractor has been completed and to the best of my knowledge and belief, is in substantial compliance with the provisions of the Contract Documents.
2. The 4-year guarantee and maintenance requirement of the contract, secured by the Performance and Maintenance Bonds, shall become effective as of the Final Completion date of September 3, 2025.
3. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the Work performed in accordance with the Contract Documents.
4. The total cost of the Work as completed is Three Hundred Twenty Nine Thousand Six Hundred Eighty Six and 30/100 Dollars (\$329,686.30).

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

HR Green, Inc.

By



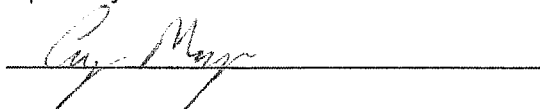
Brandon L. Mickelson, P.E., Project Manager

Date

8/27/2025

Accepted By Con-Struct Inc.

By



Date

8/27/2025

Accepted By City of Nevada

By

\_\_\_\_\_

Date

\_\_\_\_\_

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

## OWNER

City of Nevada, IA  
209 6th Street  
evada, IA 50201

## PROJECT:

19th Street Trail - Division 2

## APPLICATION NO:

6

## DISTRIBUTION TO:

OWNER  
ENGINEER  
CONTRACTOR

## PERIOD TO:

9/3/25

## CONTRACTOR:

Con-Struct Inc.  
15 South Dayton Ave  
mes, IA 50010

## Engineer:

H.R. Green, Inc.  
8710 Earhart Lane SW  
Cedar Rapids, IA 52404

## PROJECT NO:

2402192

## CONTRACT DATE:

6/24/2024

Item #

Date:

7  
9/8/25

CONTRACT FOR 19th Street Trail

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED			
IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$9,667.30	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
TOTALS		\$9,667.30	\$0.00
Net change by Change Orders		\$9,667.30	

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:

8/27/2025

## CERTIFICATE FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM .....	\$320,019.00
2. Net change by Change Orders .....	\$9,667.30
3. CONTRACT SUM TO DATE .....	\$329,686.30
4. TOTAL COMPLETED & STORED TO DATE .....	\$329,686.30
(Column G on G703)	
5. RETAINAGE:	
a. 0% of completed work .....	\$0.00
(Column D + E on G703)	
b. 5% of stored material .....	\$0.00
(Column F on G703)	
6. TOTAL EARNED LESS RETAINAGE .....	\$329,686.30
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$313,201.99
8. CURRENT PAYMENT DUE .....	\$16,484.31
9. BALANCE TO FINISH, PLUS RETAINAGE .....	\$0.00
(Line 3 less Line 6)	

AMOUNT CERTIFIED .....

\$16,484.31

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

BY:

Date: 8/27/2025

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  
19th Street Trail - Division 2  
Contractor: Con-Struct Inc.

Estimate No. 6 Date: 9/3/2025

Period Ending: 9/3/2025

NO.	ITEM	CONTRACT				WORK COMPLETED						
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS \$ AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETE TO DATE	\$ AMOUNT TO DATE	5% RETAINAGE
Division 2												
2-1	TOPSOIL, ON-SITE, DIVISION 2	CY	912	\$ 25.00	\$ 22,800.00	912.00	\$ 22,800.00	0.00	\$ -	912.00	\$ 22,800.00	\$ 1,140.00
2-2	EXCAVATION, CLASS 10, DIVISION 2	CY	372	\$ 20.00	\$ 7,440.00	372.00	\$ 7,440.00	0.00	\$ -	372.00	\$ 7,440.00	\$ 372.00
2-3	SUBBASE COMPACTING AND TRIMMING	SY	5,821	\$ 4.00	\$ 23,284.00	5,821.00	\$ 23,284.00	0.00	\$ -	5,821.00	\$ 23,284.00	\$ 1,164.20
2-4	SHARED USE PATH, HMA, 6"	SY	4,559	\$ 40.00	\$ 182,360.00	4,559.00	\$ 182,360.00	0.00	\$ -	4,559.00	\$ 182,360.00	\$ 9,118.00
2-5	SIDEWALK, PCC, 4"	SY	14	\$ 50.00	\$ 700.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
2-6	SIDEWALK, PCC, 5"	SY	148	\$ 60.00	\$ 8,880.00	157.50	\$ 9,450.00	0.00	\$ -	157.50	\$ 9,450.00	\$ 472.50
2-7	SIDEWALK, PCC, 6"	SY	317	\$ 80.00	\$ 25,360.00	317.00	\$ 25,360.00	0.00	\$ -	317.00	\$ 25,360.00	\$ 1,268.00
2-8	DETECTABLE WARNING	SF	186	\$ 60.00	\$ 11,160.00	186.00	\$ 11,160.00	0.00	\$ -	186.00	\$ 11,160.00	\$ 568.00
2-9	GRANULAR SHOULDERS, TYPE B	TON	150	\$ 50.00	\$ 7,500.00	150.00	\$ 7,500.00	0.00	\$ -	150.00	\$ 7,500.00	\$ 375.00
2-10	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	0.00	\$ -	1.00	\$ 11,000.00	\$ 550.00
2-11	CONVENTIONAL SEEDING, SEEDING, FERTILIZING,	AC	1	\$ 5,000.00	\$ 5,000.00	2.66	\$ 13,250.00	0.00	\$ -	2.66	\$ 13,250.00	\$ 662.50
2-12	SWPPP MANAGEMENT	LS	1	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	\$ 100.00
2-13	WATILES, 12", REMOVAL	LF	5175	\$ 1.00	\$ 5,175.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
2-14	MOBILIZATION	LS	1	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	\$ 500.00
2-15	CO#1 REMOVAL OF CURB	LF	19	\$ 20.00	\$ 380.00	19.00	\$ 380.00	0.00	\$ -	19.00	\$ 380.00	\$ 19.00
2-16	CO#2 WINTER STABILIZATION	AC	0.4	\$ 3,190.00	\$ 1,276.00	0.40	\$ 1,276.00	0.00	\$ -	0.40	\$ 1,276.00	\$ 63.80
2-16	CO#2 ADDITIONAL SWPPP MANAGEMENT	LS	1	\$ 2,426.30	\$ 2,426.30	1.00	\$ 2,426.30	0.00	\$ -	1.00	\$ 2,426.30	\$ 121.31
TOTAL					\$ 326,741.30		\$ 329,666.30		\$ -		\$ 329,666.30	\$ 16,484.31

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

**THIS AGREEMENT**, made this 8th day of September, 2025 by and between the **City of Nevada**, the CITY, and **HR GREEN, INC.** (hereafter "COMPANY"), for professional services concerning:  
Nevada, IA – 19<sup>th</sup> Street Trail Construction Phase Services

HRG Project Number 2402192

The CITY agrees to employ HRG to perform the following services:  
Continued Construction Phase Services beyond previously anticipated completion date of December 2024.  
Continue to provide Construction Administration services through September 2025.

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

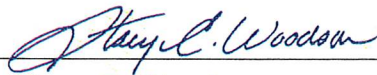
- ☐ Lump sum in the amount of \_\_\_\_\_
- ☒ Per current Rate Schedule with a maximum fee to be increased by \$2,100 for Construction Phase  
Services for the 19<sup>th</sup> Street Trail Project to a total of \$59,100.
- ☐ Other as stated here: \_\_\_\_\_

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

CITY OF NEVADA, IOWA

HR GREEN, INC.

By: \_\_\_\_\_  
Its Mayor  
Date \_\_\_\_\_

By:   
Its Vice President  
Date Aug 27, 2025



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

September 3, 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. 40

Dear Jordan:

Attached is an electronic copy of Payment Application No. 40 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, Submittals;
- **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:** Monorail Hoist Labor and Materials;
- **Division 43 Process Gas, Purification:** No work completed this period;
- **Division 46 Water and Wastewater Equipment:** Vulcan Bar Screens Materials;

The revised total for Work Completed this Period for Pay Application No. 40 is \$8,227.98. 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, 211.5% 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 estimated to be finally complete in early September based on information as furnished by Boomerang for the remaining work to complete.



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 September 3, 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. 40. As of Boomerang's submittal of Payment Application No. 40, this combined value is currently \$1,407,686.39. 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. 39. 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. 40 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

September 3, 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 # 40

#### Recommended Payment Amount Calculation Summary

Line	Item	Amount
1	Requested "Amount Due" in this Payment Application	\$ 8,227.98
2	Retainage on work completed & stored materials to date	\$ 353,958.41
3	Potential liquidated damages	\$ 1,045,500.00
4	Total	<u>\$ 1,407,686.39</u>
5	Balance to Finish, Including Retainage from previous approved payment application	\$ 1,244,117.27
6	Current Payment Application reduction (Line 5 - Line 4)	\$ (163,569.12)
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: 40

PERIOD TO: 8.31.25

PROJECT NOS:

CONTRACT DATE:

FROM CONTRACTOR:

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

HR Green

Michael Roth

VIA ENGINEER:

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 ..... \$ ~~7,086,940.46~~  
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 ..... \$ 6,716,981.74  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ ~~15,496.46~~  
8,227.98

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ ~~204,340.06~~  
301,609.44  
(Line 3 less Line 6)

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

CONTRACTOR:

*Michael Roth*

Date:

*8/25/25*

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 0.00

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

ENGINEER:

*Michael Roth*

By:

Date: 9/3/25

OWNER'S APPROVAL:

By:

Date:

# **CONTINUATION SHEET**

APPLICATION NO: 40

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

8.31.25

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 Item No.	B Description of Work	C Scheduled Value		D From Previous Application (D + E)		E Work Completed This Period		F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (C - G)	I Retainage (\$ Variable Rate)
1	Division 01 General Requirements Bonds / Permits / Insurance Administration/Project Management Mobilization Toilets/Dumpsters /Etc SWPPP/Erosion Control Survey Bypass Pumping	\$ 95,000.00 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	\$ 95,000.00 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	\$ 95,000.00 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	\$ 95,000.00 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00				\$ 95,000.00 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00		\$ 4,750.00 \$ 2,500.00 \$ 3,900.00 \$ 400.00 \$ 250.00 \$ 500.00 \$ 1,500.00
2	Division 02 Existing Conditions Pavement/gravel Removal Manhole/pipe removal Pipe Abandonment	\$ 8,000.00 \$ 5,000.00 \$ 5,000.00	\$ 8,000.00 \$ 5,000.00 \$ 5,000.00	\$ 8,000.00 \$ 5,000.00 \$ 5,000.00	\$ 8,000.00 \$ 5,000.00 \$ 5,000.00				\$ 8,000.00 \$ 5,000.00 \$ 5,000.00		\$ 300.00 \$ 250.00 \$ 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 Structure Concrete Labor 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 \$ 475,000.00 \$ 235,000.00 \$ 887,000.00 \$ 6,500.00 \$ 6,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 887,000.00 \$ 6,500.00 \$ 6,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 887,000.00 \$ 6,500.00 \$ 6,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 887,000.00 \$ 6,500.00 \$ 6,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00				\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 887,000.00 \$ 6,500.00 \$ 6,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00		\$ 16,024.30 \$ 23,750.00 \$ 11,750.00 \$ 34,350.00 \$ 325.00 \$ 475.00 \$ 925.00 \$ 1,000.00 \$ 1,000.00 \$ 5,250.00 \$ 500.00
4	Division 4 Unit Masonry Submittals CMU Labor and Materials Brick Labor and Materials	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00				\$ 1,500.00 \$ 125,000.00 \$ 95,000.00		\$ 75.00 \$ 6,250.00 \$ 4,750.00
5	Division 5 Metals Submittals Embeds/ Linels Labor and Materials Ladder/Grating/Stairs and Handrail Materials Ladder/Grating/Stairs and Handrail Labor	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00				\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00		\$ 100.00 \$ 2,250.00 \$ 4,750.00 \$ 750.00
6	Division 6 Rough Carpentry Roof Nailer Labor and Material Masonry Bucks at openings Labor and Materials Mounting Boards, Miscellaneous Nailers Labor and Materials	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00				\$ 9,000.00 \$ 6,500.00 \$ 2,500.00		\$ 450.00 \$ 325.00 \$ 125.00
7	Division 7 Thermal and Moisture Bentonite Waterproofing Materials Bentonite Waterproofing Labor Cavity Wall Insulation at Masonry Labor and Materials Perimeter Foundation Wall Insulation Labor and Materials	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00				\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00		\$ 1,250.00 \$ 1,625.00 \$ 1,500.00 \$ 1,250.00



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

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

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

PERIOD TO:  
ENGINEER'S PROJECT NO.:  
8.31.25

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period	F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (C - G)	I Retainage (if Variable Rate)
				From Previous Application (D + E)						
8	Caulking and Sealants Labor and Materials	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 500.00
	Weather Barrier At Masonry Material	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00		\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ 225.00
	TPO Roofing Submittals	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00		\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ 225.00
	TPO Roofing Materials	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00		\$ 56,000.00	\$ -	\$ 56,000.00	\$ -	\$ 2,750.00
	TPO Roofing Labor	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00		\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ 400.00
	Sheet Metal Flashings and Trims Labor and Materials	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00		\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ 300.00
	Roofing Accessories Labor and Materials	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 75.00
	Firestopping/Miscellaneous Insulation Labor and Materials	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 75.00
	Division 8 Doors and Hardware	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 250.00
	ALL door and Hardware Submittals	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 1,000.00
9	Aluminum Doors Frames Materials	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00		\$ 13,500.00	\$ -	\$ 13,500.00	\$ -	\$ 675.00
	Aluminum Doors Frames Labor	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 500.00
	Hardware Materials	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00		\$ 12,500.00	\$ -	\$ 12,500.00	\$ -	\$ 625.00
	FRP Doors and Frames Materials	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00		\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ 400.00
	FRP Doors and Frames Labor	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 2,500.00
	Floor Hatches Labor and Materials	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00		\$ 11,000.00	\$ -	\$ 11,000.00	\$ -	\$ 550.00
	Overhead Colling Doors Materials	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 150.00
	Overhead Colling Doors Labor/ Shipping	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 750.00
	Translucent Roof Assemblies Materials	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00		\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ 375.00
	Translucent Roof Assemblies Labor									
10	Division 9 Finishes	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00		\$ 43,000.00	\$ -	\$ 43,000.00	\$ -	\$ 2,150.00
	Painting Labor and Materials	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00		\$ 130,000.00	\$ -	\$ 130,000.00	\$ -	\$ 6,500.00
	Corrosion Protective Liner Materials	\$ 265,000.00	\$ 265,000.00	\$ 265,000.00		\$ 265,000.00	\$ -	\$ 265,000.00	\$ -	\$ 13,250.00
	Corrosion Protection Liner Labor									
22	Division 10 Specialties	\$ 900.00	\$ 900.00	\$ 900.00		\$ 900.00	\$ -	\$ 900.00	\$ -	\$ 45.00
	Signage Labor and Materials	\$ 800.00	\$ 800.00	\$ 800.00		\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 40.00
	Toilet Accessories Labor and Materials	\$ 800.00	\$ 800.00	\$ 800.00		\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 40.00
	Fire Extinguishers Labor and Materials									
25	Division 22,23,35 Plumbing/HVAC/Gates	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00		\$ 32,000.00	\$ -	\$ 32,000.00	\$ -	\$ 1,600.00
	Hydropneumatic Surge Tanks Materials Down Payment	\$ 288,000.00	\$ 288,000.00	\$ 288,000.00		\$ 288,000.00	\$ -	\$ 288,000.00	\$ -	\$ 14,400.00
	Hydropneumatic Surge Tanks Materials - Balance	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00		\$ 13,500.00	\$ -	\$ 13,500.00	\$ -	\$ 675.00
	Hydropneumatic Surge Tank Labor	\$ 243,000.00	\$ 243,000.00	\$ 243,000.00		\$ 243,000.00	\$ -	\$ 243,000.00	\$ -	\$ 12,150.00
	Process Valves/ Gates Materials	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00		\$ 25,500.00	\$ -	\$ 25,500.00	\$ -	\$ 1,275.00
	Process Valves/ Gates Labor	\$ 260,934.00	\$ 260,934.00	\$ 260,934.00		\$ 260,934.00	\$ -	\$ 260,934.00	\$ -	\$ 13,046.70
	Plumbing/ HVAC Materials	\$ 25,066.00	\$ 25,066.00	\$ 25,066.00		\$ 25,066.00	\$ -	\$ 25,066.00	\$ -	\$ 1,253.30
	Liebert Mini Split Materials	\$ 187,000.00	\$ 187,000.00	\$ 187,000.00		\$ 187,000.00	\$ -	\$ 187,000.00	\$ -	\$ 9,350.00
	Plumbing HVAC Labor	\$ 109,650.00	\$ 109,650.00	\$ 109,650.00		\$ 109,650.00	\$ -	\$ 109,650.00	\$ -	\$ 5,482.50
	Process Piping Materials Down Payment	\$ 76,000.00	\$ 76,000.00	\$ 76,000.00		\$ 76,000.00	\$ -	\$ 76,000.00	\$ -	\$ 3,800.00
	Process Piping Balance Materials	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 250.00
	Process Piping Labor	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 500.00
	AIS/ O&M Documentation	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 250.00
	Training/ Start Up									
	Submittals									
	Division 26,27 Integrated Automation, Comm.	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 1,500.00
	Jelco Submittals	\$ 320,000.00	\$ 320,000.00	\$ 320,000.00		\$ 320,000.00	\$ -	\$ 320,000.00	\$ -	\$ 16,000.00
	Jelco Production Labor and Materials	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 1,500.00
	Final Checks Start up									

Edits by Michael Roth, P.E.

AIS/O&M Documentation: Final O&M manuals & documentation not received



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26	Division 26 Electrical	\$	1,700.00	\$	1,700.00	\$	1,700.00	\$	1,700.00	\$	85.00
	Demo	\$	40,000.00	\$	40,000.00	\$	40,000.00	\$	40,000.00	\$	2,050.00
	Underground Labor	\$	41,000.00	\$	41,000.00	\$	41,000.00	\$	41,000.00	\$	2,500.00
	Underground Materials	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	1,500.00
	Branch Conduit Labor	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	1,400.00
	Branch Conduit Materials	\$	28,000.00	\$	28,000.00	\$	28,000.00	\$	28,000.00	\$	1,750.00
	Feeder Conduit Labor	\$	35,000.00	\$	35,000.00	\$	35,000.00	\$	35,000.00	\$	850.00
	Feeder Conduit Materials	\$	13,000.00	\$	13,000.00	\$	13,000.00	\$	13,000.00	\$	850.00
	Branch Wire Labor	\$	18,000.00	\$	18,000.00	\$	18,000.00	\$	18,000.00	\$	800.00
	Branch Wire Materials	\$	42,000.00	\$	42,000.00	\$	42,000.00	\$	42,000.00	\$	2,100.00
	Feeder Wire Labor	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	550.00
	Feeder Wire Materials	\$	38,500.00	\$	38,500.00	\$	38,500.00	\$	38,500.00	\$	1,875.00
	Electrical Gear Labor	\$	8,500.00	\$	8,500.00	\$	8,500.00	\$	8,500.00	\$	425.00
	Lighting Protection Labor and Materials	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	550.00
	Lighting Labor	\$	33,000.00	\$	33,000.00	\$	33,000.00	\$	33,000.00	\$	1,650.00
	Lighting Materials	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	200.00
	Devices Labor	\$	17,000.00	\$	17,000.00	\$	17,000.00	\$	17,000.00	\$	850.00
	Devices Materials	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	300.00
	Generator Labor	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	1,250.00
	Controls Labor	\$	36,000.00	\$	36,000.00	\$	36,000.00	\$	36,000.00	\$	1,800.00
	Submittals/CAD Design	\$	137,600.00	\$	137,600.00	\$	137,600.00	\$	137,600.00	\$	6,880.00
28	Electronic Safety and Security	\$	5,595.46	\$	5,595.46	\$	5,595.46	\$	5,595.46	\$	279.77
	Security Camera Down Payment	\$	5,035.01	\$	5,035.01	\$	5,035.01	\$	5,035.01	\$	251.75
	Security Camera Labor and Materials Balance	\$		\$		\$		\$		\$	
31	Division 31 Earthwork	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	1,250.00
	Lay down /storage areas	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	300.00
	Strip/ Respread topsoil	\$	85,000.00	\$	85,000.00	\$	85,000.00	\$	85,000.00	\$	4,250.00
	Mass Excavation	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	2,500.00
	Dewatering	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	1,000.00
	Backfill Structures	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	250.00
	Final Grade	\$		\$		\$		\$		\$	
32	Division 32 Exterior Improvements	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	1,250.00
	Aggregate Base Courses Labor and Materials	\$	90,000.00	\$	90,000.00	\$	90,000.00	\$	90,000.00	\$	4,500.00
	Paving Labor and Materials	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	250.00
	Asphalt Patch	\$	4,500.00	\$	4,500.00	\$	4,500.00	\$	4,500.00	\$	225.00
	Temporary Access Road	\$	3,500.00	\$	3,500.00	\$	3,500.00	\$	3,500.00	\$	175.00
	Granular Surfacing	\$	27,000.00	\$	27,000.00	\$	27,000.00	\$	27,000.00	\$	1,350.00
	Chain Link Fence and Gates	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$	75.00
	Bollard Covers	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	300.00
	Seeding	\$		\$		\$		\$		\$	
33	Division 33 Utilities	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$	75.00
	Disinfection of Watermain	\$	500.00	\$	500.00	\$	500.00	\$	500.00	\$	25.00
	Vidiotaping of Sanitary Sewer	\$	65,000.00	\$	65,000.00	\$	65,000.00	\$	65,000.00	\$	3,250.00
	Precast Manholes Materials with Liner Materials	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	1,500.00
	Precast Manholes Labor	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	300.00
	Tapping Sleeve Labor and Materials	\$		\$		\$		\$		\$	

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	Watermain Materials	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00
	Watermain Labor	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ -	\$ -	\$ -	\$ -	\$ 28,000.00	\$ -	\$ 1,400.00
	Hydrostatic Testing	\$ 800.00	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 40.00
	Sanitary Piping Materials	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 2,500.00
	Sanitary Piping Labor	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00
	Sanitary Sewer/Manhole Testing	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 60.00
	Subdrain Labor and Materials	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 225.00
	Storm sewer Materials	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 750.00
	Storm sewer Labor	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 600.00
41	Division 41 Materials Processing Monorail Beam Monorail Hoist Labor and Materials	\$ 7,000.00 \$ 9,000.00	\$ 7,000.00 \$ 9,000.00	\$ 7,000.00 \$ 8,490.00	\$ - \$ 510.00	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ 7,000.00 \$ 9,000.00	\$ - \$ -	\$ 350.00 \$ 450.00
43	Division 43 Process Gas, Purification Cornell Pumps Materials Cornell Pumps Submittals Cornell Pumps Install Submersible Sump Pumps Materials Submersible Sump Pumps Labor	\$ 270,000.00 \$ 5,000.00 \$ 7,000.00 \$ 10,000.00 \$ 2,500.00	\$ 270,000.00 \$ 5,000.00 \$ 7,000.00 \$ 10,000.00 \$ 2,500.00	\$ 270,000.00 \$ 5,000.00 \$ 7,000.00 \$ 9,500.00 \$ 2,500.00	\$ - \$ - \$ - \$ 0.00 \$ -	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ 270,000.00 \$ 5,000.00 \$ 7,000.00 \$ 10,000.00 \$ 2,500.00	\$ - \$ - \$ - \$ - \$ -	\$ 13,500.00 \$ 250.00 \$ 350.00 \$ 500.00 \$ 125.00
46	Division 46 Water and Wastewater Equipment Vulcan Bar Screens Materials Vulcan Labor to Install  Change Orders Change Order #1.1 - HTM pumps Change Order #1.2 - Hatches Change Order #2	\$ 412,053.00 \$ 12,000.00 \$ (50,000.00) \$ (10,000.00) \$ 9,819.16	\$ 412,053.00 \$ 12,000.00 \$ (50,000.00) \$ (10,000.00) \$ 9,819.16	\$ 401,750.93 \$ 12,000.00 \$ - \$ - \$ 9,819.16	\$ - \$ - \$ - \$ - \$ -	\$ 5151.04 \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ 412,053.00 \$ 12,000.00 \$ - \$ - \$ 9,819.16	\$ - \$ - \$ (50,000.00) \$ (10,000.00) \$ -	\$ 20,604.15 \$ 600.00 \$ - \$ - \$ 450.98
		\$ 7,026,819.16	\$ 7,026,819.16	\$ 7,070,507.09	\$ 16,312.07	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,006,819.16	\$ -60,000.00	\$ 354,340.98

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

Item # 10  
 Date: 9/8/25

## CHANGE ORDER

Distribution:

Owner	<u>X</u>
Contractor	<u>X</u>
HRG	<u>X</u>
Field	<u>      </u>
Other	<u>      </u>

<b>PROJECT:</b> West Indian Creek (Project A) Nevada, Iowa	<b>Change Order No.</b>	Change Order 2
	<b>Date</b>	August 27, 2025
<b>To Contractor:</b> RW Excavating Solutions, LC 13293 S 88 <sup>th</sup> Ave W Prairie City, IA 50228	<b>Project No.</b>	HRG 191900
	<b>Original Contract Date</b>	4/14/2025
<b>The contract is changed as follows:</b> Substantial Completion Date of September 30, 2025 This Change is in order to account for the unusually wet season that delayed construction approximately 5 weeks from July 12, 2025 to August 18, 2025		
Original Contract Sum		\$ 666,012.00
Net change by previously authorized Change Orders		\$ 31,431.00
The Contract Sum prior to this Change Order was		\$ 697,443
The Contract Sum will be increased by this Change Order in the amount of		\$ 0
The new Contract Sum including this Change order will be		\$ 697,443
The Contract Time will be increased by		31 Days
The date of Substantial Completion as of the date of this Change Order therefore is		September 30, 2025

<b>NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER</b>		
Engineer HR Green, Inc.	Contractor RW Excavating Solutions, LC	Owner City of Nevada, IA
By <i>Kite Barnes</i>	By <i>Leah Witz</i>	By
Date: 8/27/2025	Date: <u>8-27-2025</u>	Date:

Item # 11  
Date: 9/8/25

Effective Date: 05-28-2025

Change Order No.

Date of Issuance: 09-02-2025

Owner: City of Nevada

Contractor: RW Excavating Solutions, LC

Engineer: HR Green

Project: West Indian Creek (Project A)

The Contract is modified as follows upon execution of this Change Order: 3

**Description:**

Additional Rip Rap Class E	AREA DESCRIBED	DATE
----------------------------	----------------	------

[illegible]

Original Contract Amount	\$666,012.00
Net Change by previously authorized Change Orders	\$31,431.00
Contract Sum prior to this Change Order	\$697,443.00
New Contract Sum Including this Change Order	\$756,943.00
Contact time will change by days	0

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:

Engineer (if required)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Title: Engineer

Title:

Date: 9-2-2025

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

Date: 9-2-2025

Approved by Funding Agency (if applicable)

By:

**Title:**

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





Item # 12  
Date: 9/8/25

City Hall | 1209 6<sup>th</sup> Street | Nevada, 1A 50201-0530  
p. (515) 382-5466 | f. (515) 382-4502

September 2025

TO: Mayor - City Council Members  
City Administrator Jordan Cook

From: Ryan Hutton  
Building & Zoning Official

With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council for the site plan for Casey's General store at 519 Lincoln Hwy. The Planning and Zoning Commission requested clarification on the parking requirement of parking spaces in regards to the percent of imperviable surface. Staff noted the location of the project located zoned as DC (Downtown Commercial). DC allows for 100% impermeable surface. Planning and Zoning Commission requested clarification on bollard height and spacing. Staff spoke with City Engineer and Fire Chief Reynolds. The bollards are suitable for the project. Staff recommends approval of the site plan for Casey's General store at 519 Lincoln Hwy to the Planning and Zoning Commission and send onto The City Council.

Best Regards,  
Ryan Hutton  
Building and Zoning Official





## MEMO

---

To: Ryan Hutton, Nevada Building Official & Jordan Cook, City Administrator

From: Brandon Mickelson, PE

Subject: Casey's General Store Nevada, IA

Date: June 18, 2025

---

HR Green acknowledges the receipt of the following documents prepared by SBB Engineering, received via email from City of Nevada's Ryan Hutton on June 17, 2025, by Brandon Mickelson of HR Green:

1. C-100 Existing Conditions dated 5-28-25
2. C-101 Site Plan dated 5-28-25
3. C-201 Grading Plan dated 5-28-25
4. C-202 Spot Grading Plan dated 5-28-25
5. C-301 Utility Plan dated 5-28-25

HR Green's comments on the documents received are as follows:

C-100 Comments:

1. No comment.

C-101 Comments:

1. Nevada City code Table 165.09-3 state max impervious coverage for UC zone is 70%. This proposed layout shows 73% impervious coverage based on our measurements.

C-201 Comments:

1. No comment.

C-202 Comments:

1. No comment.

C-301 Comments:

1. If old services are to be abandoned, make sure to comply with Nevada City code section 90.05
2. Coordinate any new service taps with the water/ wastewater department
3. Utility crossings on 5<sup>th</sup> Street should be staged to maintain at least 1 lane of traffic at all times
4. Show street patching required for abandoning old services and installing new services.

This review was performed by HR Green, Inc. on behalf of the City of Nevada, Iowa. Every effort has been made to identify all code deficiencies, however; failure to identify a code deficiency during plan review does not alleviate any obligation to comply with all applicable code provisions. If you have any questions concerning items in this review, please contact me at (319)841-4144 or [brandon.mickelson@hrgreen.com](mailto:brandon.mickelson@hrgreen.com).

*HR Green's reviews are to determine compliance with the Municipal Subdivision Ordinance, Zoning Ordinance, and State Statute and in a manner consistent with that degree of care and skill ordinarily exercised by engineers and surveyors currently practicing under similar circumstances. HR Green's review did not include an examination of submitted documents as to their overall style or presentation, field verification of existing conditions, elevation grades and topography as shown on the plans, and verification of the submittal or the issuance of permits from any other governmental regulatory agency. HR Green disclaims responsibility for any errors, or omissions. The developer, their engineer, and their surveyor are not relieved of any responsibility for the correctness of the existing field conditions and design of public or private improvements because of our review, or subsequent approval of the plat, plans or specifications by the municipality.*



# GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CODES, SPECIFICATIONS, STANDARDS, AND ORDINANCES, AND THE CITY ENGINEER'S OFFICE OF THE CITY OF NEVADA, NV.
2. THE LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES MAY VARY FROM WHAT IS INDICATED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT A UTILITY LOCATING SURVEY PRIOR TO CONSTRUCTION. ANY UTILITIES NOT IDENTIFIED ON THESE PLANS SHALL BE IDENTIFIED BY THE CONTRACTOR AND NOTED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
3. ALL PERMITS AND FEES NECESSARY TO CONSTRUCT THE PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE NOTED.
4. UNLESS OTHERWISE SPECIFIED, ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AND REVEGETATED.
5. ALL ADJACENT RESIDENTIAL AREAS SHALL BE SHUT OUT TO FORM A STAFFAGE AND UNIFORM LINE.

## SITE PLAN KEY NOTES:

- (A) PLACE PAVEMENT MARKING, 4" PAINTED, WHITE, 9" TO SIDEWALK (TYP) OR CURB.
- (B) INSTALL HANDICAP SIGN IN COMPLIANCE WITH THE MANUAL ON UNIFORM PRACTICES AND SPECIFICATIONS (MUTCD) AND THE CITY ENGINEER'S OFFICE OF THE CITY OF NEVADA, NV.
- (C) INSTALL BOLLARD (TYP). REFER TO ARCHITECTURAL PLANS AND DETAIL 1 ON SHEET C-61.
- (D) 2" CURB TRANSITION (FULL HEIGHT TO ZERO HEIGHT).
- (E) CURB TRANSITION (FULL HEIGHT TO EXISTING CURB).
- (F) AIR COMPRESSOR BOX. REFER TO DETAIL 7 ON SHEET C-61.
- (G) PARKING LANDSCAPE ISLAND. REFER TO DETAIL 7 ON SHEET C-62.

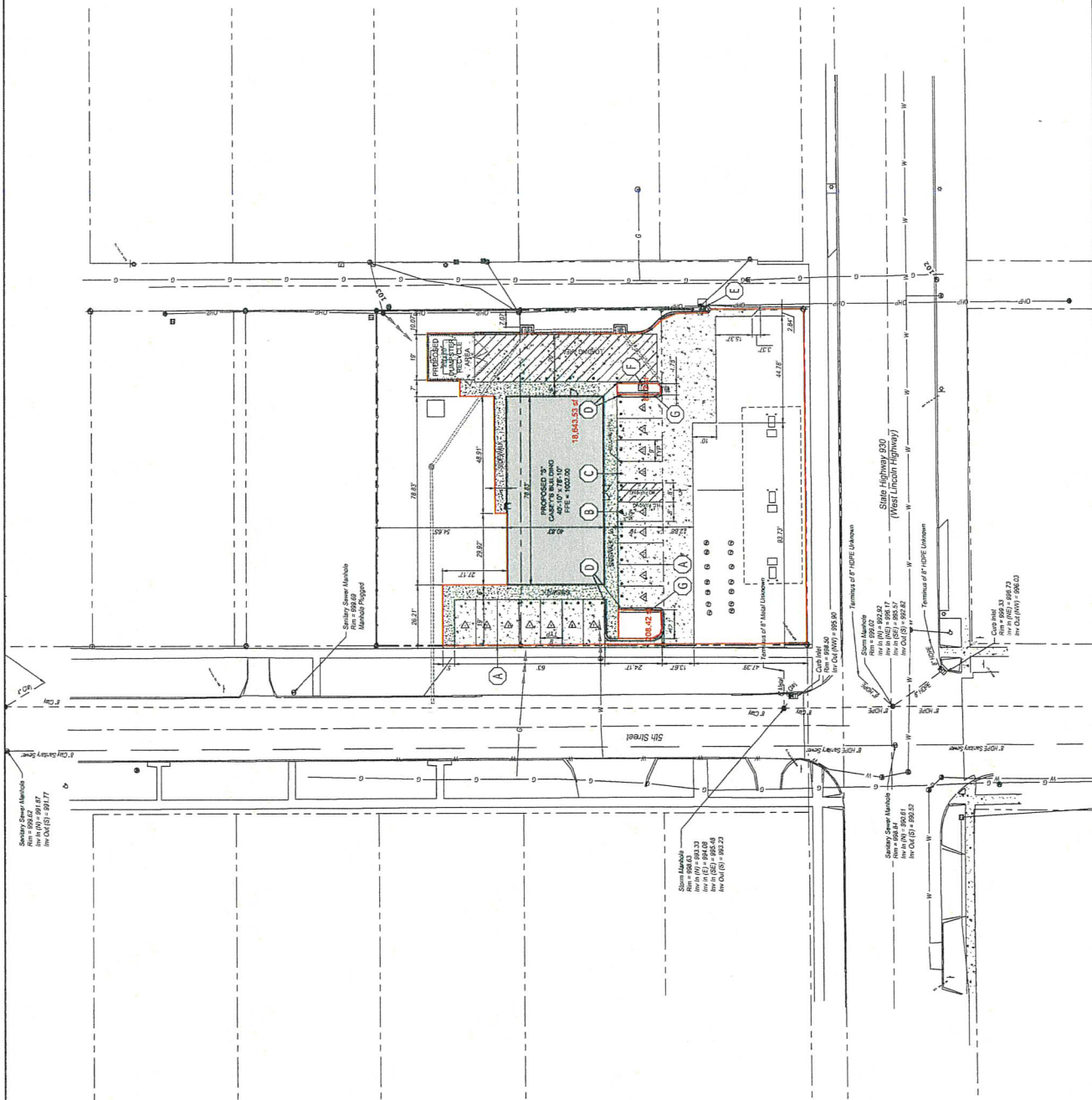
## LEGEND:

- (1) 8" CONCRETE PAVEMENT. REFER TO DETAIL 2 ON SHEET C-61 FOR CONCRETE PAVING.
- (2) 8" CONCRETE SIDEWALK. REFER TO DETAIL 1 ON SHEET C-61 FOR TYPICAL BUILDING SIDEWALK AND BOLLARD.
- (3) (CURB MONOLITHIC). REFER TO DETAIL 2 ON SHEET C-61 FOR CURB.

## TANK BALLAST NOTE:

CITY DOES NOT HAVE ANY REQUIREMENTS FOR DISCHARGING WATER FROM UNDERGROUND STORAGE TANKS.

Lot = 25,385 sq ft  
 Impervious = 13,352 sq ft  
 Impervious = 53%



**SBB ENGINEERING**  
 101 South Kansas Avenue  
 Las Vegas, NV 89101  
 Tel: (702) 716-5800  
 www.sbbeng.com

**CASEY'S CONSTRUCTION DIVISION**  
 One Commercial Blvd., D.O. Box 1201, Albany, AL 36921 334-866-4140

**PROJECT INFORMATION**

Project Name: **519 W Lincoln Hwy**

Project Location: **Nebraska, IA 65143**

Project Description: **'S' - Style Store**

**SITE PLAN**

Sheet No: **C-101**

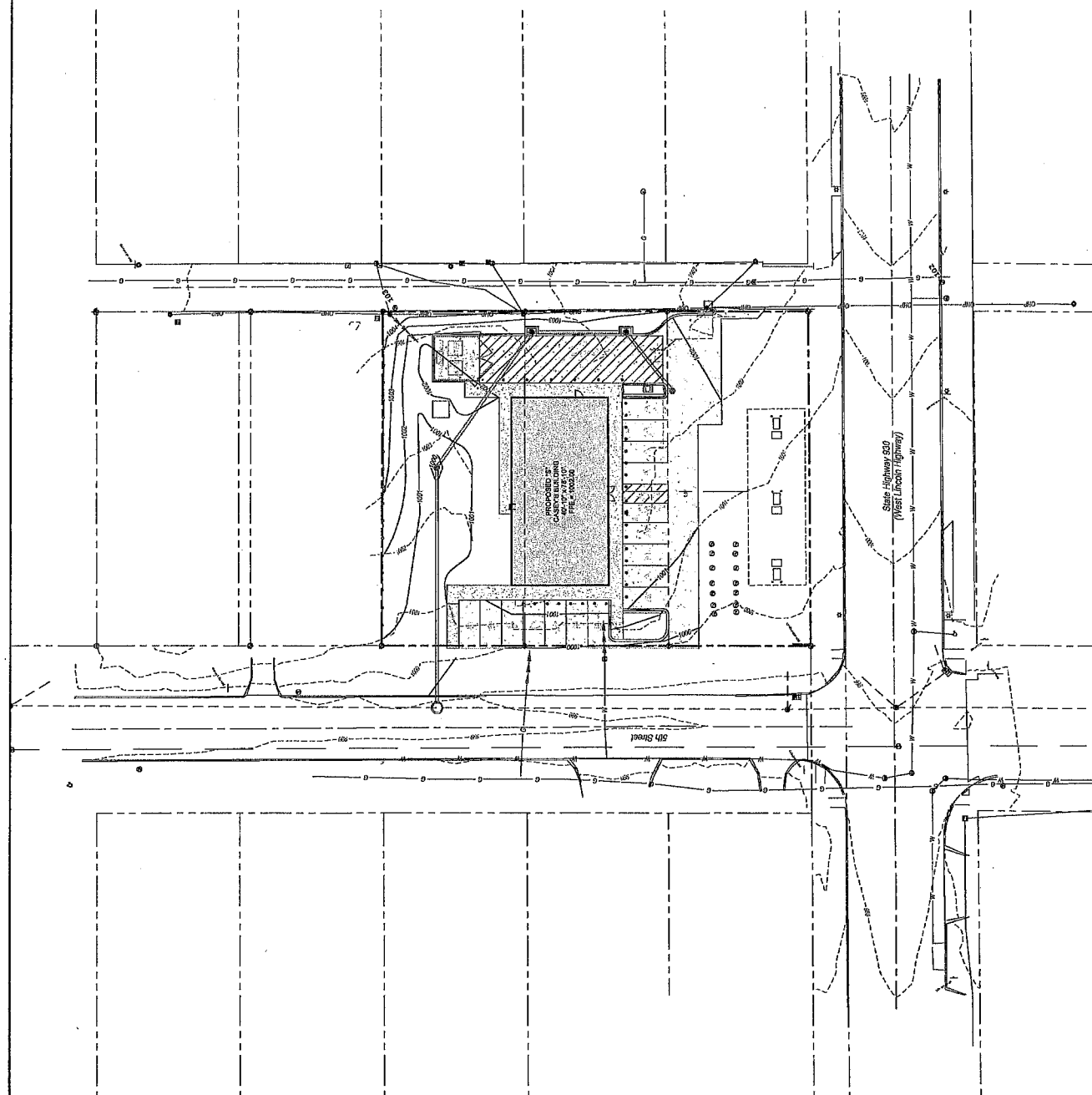


**GENERAL NOTES:**

1. ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH THE 2024 EDITION OF THE KANSAS STATEWIDE URBAN DESIGN AND SPECIFICATIONS (KSUDS) AND CURRENT REVISIONS ON FILE IN THE OFFICE OF THE CITY ENGINEER, CITY OF WICHITA, KANSAS.
2. THE CITY OF WICHITA HAS REVIEWED AND APPROVED THE PLANS FOR CONFORMANCE WITH THE KSUDS. THE CITY OF WICHITA DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF WICHITA DOES NOT ASSUME RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE PLANS. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES.
3. ALL PERMITS AND FEES NECESSARY TO CONSTRUCT THE PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE NOTED.
4. UNLESS OTHERWISE SPECIFIED, ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER. UNLESS OTHERWISE SPECIFIED, ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
5. ALL PAVEMENT REPAIRS SHALL BE SAW CUT TO FORM A STRAIGHT AND UNIFORM LINE.

**LEGEND:**

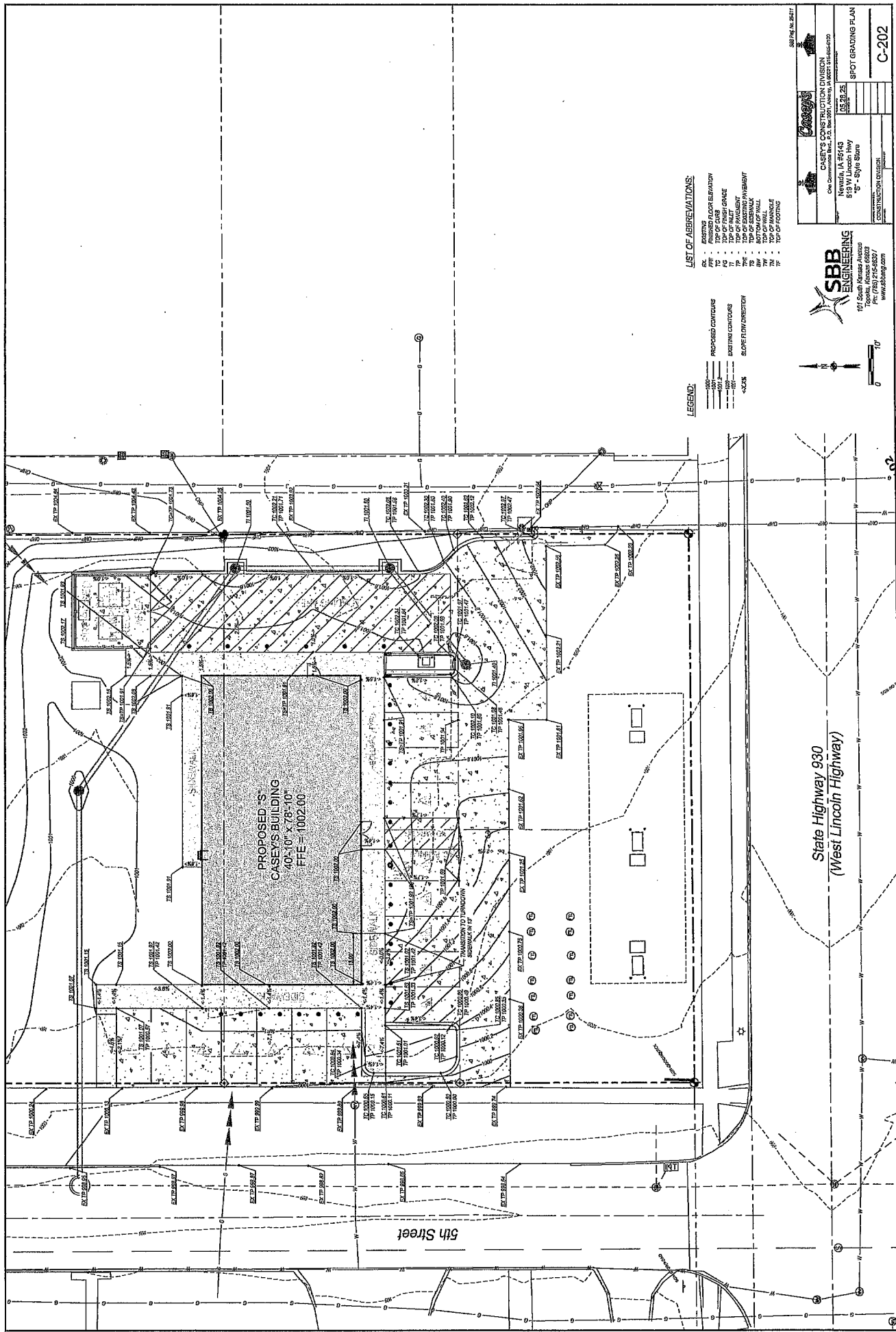
- PROPOSED CONTIGUOUS
- EXISTING CONTIGUOUS



<b>CASEY'S CONSTRUCTION DIVISION</b> 101 South Kansas Avenue Topeka, Kansas 66603 PH: (785) 715-8522 / <a href="http://www.caseyseng.com">www.caseyseng.com</a>	
PROJECT NO.: 101 South Kansas Avenue Topeka, Kansas 66603 PH: (785) 715-8522 / <a href="http://www.caseyseng.com">www.caseyseng.com</a>	GRADING PLAN 05-23-25 101 South Kansas Avenue Topeka, Kansas 66603 PH: (785) 715-8522 / <a href="http://www.caseyseng.com">www.caseyseng.com</a>
C-201	

<b>SBB ENGINEERING</b> 101 South Kansas Avenue Topeka, Kansas 66603 PH: (785) 715-8522 / <a href="http://www.sbbeng.com">www.sbbeng.com</a>	





- LIST OF ABBREVIATIONS:**
- BL - BUILDING FOOTPRINT ELEVATION
  - TP - TOP OF PAVEMENT
  - TI - TOP OF INTERLOCKED CURB
  - TS - TOP OF SIDEWALK
  - TR - TOP OF RAMP
  - TT - TOP OF TIE
  - TD - TOP OF DRAIN
  - TM - TOP OF MANHOLE
  - TF - TOP OF FLOORING
  - TE - TOP OF ELEVATION
  - TL - TOP OF LOT
  - TS - TOP OF SIDEWALK
  - TR - TOP OF RAMP
  - TT - TOP OF TIE
  - TD - TOP OF DRAIN
  - TM - TOP OF MANHOLE
  - TF - TOP OF FLOORING
  - TE - TOP OF ELEVATION
  - TL - TOP OF LOT

- LEGEND:**
- PROPOSED CONTOURS
  - EXISTING CONTOURS
  - SLOPE FLOW DIRECTION
  - <2.5%
  - >2.5%

**SBB ENGINEERING**  
101 South Kansas Avenue  
Lawrence, KS 66044  
Phone: (781) 215-5500  
www.sbbeng.com

**CASEY'S CONSTRUCTION DIVISION**  
One Commerce Park, S.W. 2nd Floor, Miami, FL 33134-6410  
Project: 15-03-25  
SBB CASEY'S CONSTRUCTION DIVISION  
619 W Lincoln Hwy  
5" - Spot Elevation  
CONSTRUCTION DIVISION

C-202

[illegible]

01  
TYPICAL STORM WATER DRAIN LINE FROM ROOF OR LANDSCAPE DRAIN. SEE BUILDING PLANS CONNECTION LOCATIONS. DRAIN LINES SHALL BE PVC SDR 35 OR HDPE N-12. MINIMUM SLOPE SHALL BE 1.0%.






















- |           |   |
|-----------|---|
| <b>E1</b> | USE BUILDING PUMP FOR SECONDARY CONDUIT RISING ABOVE BUILDING (TO ELECTRIC METERS)<br>20 PIPES AND LANS. 20 PIPES AND LANS. 20 PIPES AND LANS. 20 PIPES AND LANS.   |
| <b>E2</b> | TELEPHONE. 20 PIPES AND LANS. 20 PIPES AND LANS. 20 PIPES AND LANS. 20 PIPES AND LANS.  |
| <b>E3</b> | PROPOSED LOCATION OF TRANSFORMER. CONTRACTOR TO VERIFY EXIST LOCATION AND SIZE WITH POWER COMPANY PRIOR TO INSTALLATION. 20 PIPES AND LANS. 20 PIPES AND LANS. 20 PIPES AND LANS. 20 PIPES AND LANS.  |
| <b>E4</b> | BY THE ELECTRIC COMPANY. CONTRACTOR SHALL COORDINATE WORK WITH THE ELECTRIC COMPANY. FOLLOW ALL ELECTRIC COMPANY'S SERVICE STANDARDS.   |
| <b>G1</b> | GAS COMPANY TO INSTALL GAS LINE TO BUILDING WITH GAS METER TO BE INSTALLED BY THE GAS COMPANY. SIZE OF GASMAIN SHALL BE DETERMINED BY THE GAS COMPANY. CONTRACTOR SHALL PROVIDE PROTECTION FOR COMBUSTION WITH GAS COMPANY REGARDING THE SIZE AND INSTALLATION OF GAS SERVICE LINE AND METER. |
| <b>M1</b> | CONNECT TO EXISTING WATERLINE. 1" DOMESTIC WATER LINE TO BUILDING IF HOPE SHALL BE SH-89. WATER METER SHALL BE LOCATED INSIDE THE BUILDING.   |
| <b>S1</b> | 4" SANITARY SEWER SERVICE WATER LINE PIPE TO BE SCHEDULE 40 PVC AND MAINTAIN A MINIMUM SLOPE OF 1/4".   |

X1	INVERT = 996.49-4° S INVERT = 920.12-6° E-5T	X5	INVERT = 992.31-4° S INVERT = 920.24-4° S	X9	INVERT = 992.31-6° S INVERT = 920.14-4° S
X2	INVERT = 996.49-4° S INVERT = 920.12-6° E-5T	X6	INVERT = 992.31-4° S INVERT = 920.24-4° S	X10	INVERT = 992.31-6° S INVERT = 920.14-4° S
X3	INVERT = 996.49-4° S INVERT = 920.12-6° E-5T	X7	INVERT = 992.31-4° S INVERT = 920.24-4° S	X11	INVERT = 992.31-6° S INVERT = 920.14-4° S
X4	INVERT = 996.49-4° S INVERT = 920.12-6° E-5T	X8	INVERT = 992.31-4° S INVERT = 920.24-4° S	X12	INVERT = 992.31-6° S INVERT = 920.14-4° S

- (C1) INVERT = 928.40, +°SS
- (C2) INVERT = 928.40, +°SS
- (C3) INVERT = 928.40, +°SS

EXISTING WATERLINE	W
EXISTING OVERHEAD POWER	OHP
EXISTING UNDERGROUND TELEPHONE	T
EXISTING GAS LINE	G
EXISTING FIBER OPTIC LINE	FO
EXISTING STORM SEWER	SS
EXISTING SANITARY SEWER	SF
<hr/>	
PROPOSED WATERLINE	W
PROPOSED GASLINE	G
PROPOSED SANITARY SEWER	SS
PROPOSED UNDERGROUND POWER	UGP
PROPOSED STORM SEWER	ST



 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 	 
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**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 8<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

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

First Reading: September 8, 2025

Motion by Council Member \_\_, seconded by Council Member \_\_, to approve the first reading of Ordinance No. 1073.

AYES:        —  
NAYS:        —  
ABSENT:      —

Second Reading: September 22, 2025

Motion by Council Member \_\_, seconded by \_\_, to approve the second reading of Ordinance No. 1073.

AYES:        —  
NAYS:        —  
ABSENT:      —

Third Reading: October 13, 2025

Motion by Council Member \_\_, seconded by \_\_, to approve the third reading of Ordinance No. 1073.

AYES:        —  
NAYS:        —  
ABSENT:      —

The Mayor declared Ordinance No. 1073 adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Ordinance No. 1073 at the regular Council Meeting of the City of Nevada, Iowa, held on the \_\_ day of October, 2025.

---

Kerin Wright, City Clerk

Published:        In the Nevada Journal on \_\_, 2025  
F:\Office\Council\Ordinances\2025-2026\1073-Dissolution Chapter 28, NSCCB.doc

**RESOLUTION NO. 018 (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 8<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

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



Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 018 (2025/2026) be adopted.

AYES:           —  
NAYS:           —  
ABSENT:       —

The Mayor declared Resolution No. 018 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 018 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8<sup>th</sup> day of September, 2025.

---

Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2025-2026\018-Burke Allocated Capacity Wastewater Agreement.doc

## **ALLOCATED CAPACITY AGREEMENT FOR WASTEWATER SERVICES**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this [ ] day of [ ], 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. "NH<sub>3</sub>" 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 Plant 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 here 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 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 paragraph (f)(1)(vi)(B) of this section 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 \$[\_\_\_\_\_], 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 \$[\_\_\_\_\_], 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 6<sup>th</sup> Street  
P.O. Box 530  
Nevada, IA 50201  
Email: [ ]
- (2) Burke Marketing Corporation  
Attn: Plant Manager  
1516 South D Avenue  
Nevada, IA 50201  
Email: BLKoehler@Burkecorp.com

With a copy to:  
Hormel Foods Corporation  
Attention: Corporate Environmental Engineering  
1101 North Main Street  
Austin, MN 55912  
Email: [ ]

With an additional copy to:  
Hormel Foods Corporation  
Attention: Law Department  
1 Hormel Place  
Austin, MN 55912  
Email: [ ]

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.*

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.*

SCHEDULE D

Revised Treatment Agreement (IDNR Form 542-3221)

*See attached.*



SCHEDULE E

Iowa Department of Natural Resources Treatment Agreement Form

(November 11, 2024)

*See attached.*

## 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:  $\$250.00 \times (\text{actual/pollutant limit})$   
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:  $\$500.00 \times (\text{actual/pollutant limit})$

3. Third Day:  $\$750.00 \times (\text{actual/pollutant limit})$

4. Fourth and additional Days:  $\$1,000.00 \times (\text{actual/pollutant limit})$

*\* 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:  $\$1,000 \times (\text{actual/pollutant limit})$  (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:  $\$2,000.00 \times (\text{actual/pollutant limit})$

3. Third Month:  $\$3,000.00 \times (\text{actual/pollutant limit})$

4. Fourth and additional Month:  $\$4,000.00 \times (\text{actual/pollutant limit})$

*\* 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 Administrators Report**

Aug 21-Sept 4, 2025

## **LMI Funding**

We've been working with NEDC to explore new ways to put our LMI funding to good use for the whole community. After meeting with Dorsey and Whitney, we're excited about the possibility of creating a program that would open up funding options for both homebuyers and landlords. This could mean support for people purchasing a home, as well as rental assistance that helps property owners keep housing affordable. We're still working out the details, but here's what we have in mind so far: for homebuyers, the funding could come in the form of a forgivable loan. That means each year the homeowner stays in the house, part of the loan would go away—until it's fully forgiven after five years. The goal is to encourage people to plant roots here and build long-term stability. For landlords, the program could help cover rental assistance with the understanding that participating properties would remain available to low- and moderate-income tenants for at least five years. This way, we're supporting both housing affordability and community growth.

## **New Addition**

We've been exploring different options for the roads in the new addition south of the high school, and we think we've found a solid solution. This approach should give us smoother, safer roads for the next 5–10 years before a full reconstruction is needed.

The good news is that this option won't be very costly in the short term. Down the road, when we do move forward with full reconstruction, it will also give us the opportunity to upgrade all the underlying infrastructure—things like water lines, sanitary systems, and stormwater management.

## **Smoke Testing**

We're getting ready to begin smoke testing in the community, which will start on the 22nd of this month. Marlys has already started sharing information online, and we've had a few questions come in that she's been able to answer. If you have any questions or concerns about the process, please don't hesitate to contact the City. We want to make sure everyone feels informed and comfortable as we move forward.

## **Land Donation**

We've been in conversations with a local family about the possibility of donating a piece of land to the City for a couple of exciting community uses. While the details are still being finalized, we're very close to an agreement. One long-term vision for this land is to create additional walking paths that would connect into our overall trail system. This would help link more areas of the community together and provide another great spot for residents to enjoy the outdoors. In the shorter term, the site could also serve as a community drop-off location for yard waste—things like trees, shrubs, leaves, and other natural debris. This would give residents a convenient place to take care of that kind of disposal. Because the land currently sits just outside our city limits, we'll need to go through an annexation process to officially bring it into town. I've already been in touch with Erin about this, and we don't anticipate any issues. We'll be scheduling a meeting with the family soon to confirm the details and finalize the agreement.

## **Mid-States**

We're excited to share that Mid-States will soon be expanding their facilities right here in town! The new addition will be about 55,000 square feet and is expected to create 10–15 more jobs for

our community. I'm currently working on a development agreement for this project, which will be similar to the agreements we've used with Mid-States for their past improvements over the years. This expansion is another positive step forward in supporting local growth and opportunities for our residents.

### **School Meeting**

We met with the school today to talk through a number of joint projects, and the conversation was a really positive step in continuing our partnership. These meetings are important because they give us a chance to plan together in ways that directly benefit students, families, and the entire community. One topic we covered was facility and equipment sharing. By working together, both the City and the school are able to make the most of the resources we have, saving money and ensuring students and residents have access to well-maintained spaces and tools. We also discussed some school zone safety improvements, including updates to street signage. Alongside that, we're looking at options for additional parking. And finally, we touched on sewer rate charges, making sure both the City and the school are aligned as we plan for long-term infrastructure needs. All in all, these conversations are about working hand-in-hand to make sure our community continues to grow in safe, smart, and family-friendly ways.

### **Monthly Meetings**

Sponsored Project  
Mainstreet  
NEDC  
Rotary  
Wall that heals-Recap  
Safety Training  
City-School  
LHD Wrap-up  
Alliance



## **STAFF MEETING AGENDA**

**Tuesday, September 2, 2025 @ 9:00 A.M**

### **A. Old Business**

- a. City Administrator
  - i. CDBG- Tier 2
  - ii. Wells
  - iii. New Addition
  - iv. I and I
  - v. Sidewalk Program
  - vi. Oak Park Trail
  - vii. SS4A
  - viii. RR



- ix. 51 Acres
- x. Decommission-lead testing
- xi. New Hires
- xii. Sierra Heights
- xiii. Land Discussion
- xiv. Splashpad
- xv. Northview
- xvi. Capstone
- xvii. Trailside
- xviii. WWTP
- xix. Collector line



# NEVADA PUBLIC SAFETY DEPARTMENT

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



*Chris Brandes*  
*Public Safety Director*  
*Chief of Police*

**To:** Mayor and City Council  
**From:** Chris Brandes, Public Safety Director/Chief of Police  
**Date:** 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 6<sup>th</sup> Street – P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593



*Chris Brandes*  
*Public Safety Director*  
*Chief of Police*

TO: Chris Brandes, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: September 2, 2025

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

Calls to date in Aug 2025:	523
Calls to date same time last year (2024):	496

Fires for Aug 2025:	1
EMS for Aug 2025:	34
Good intent for Aug 2025:	18
Severe weather Aug 2025	1
Community events for Aug 2025:	10

## **Membership:**

Current roster number of members: 40

Avery Keenan left the department to pursue a wildfire firefighting job in Palo Alto County. She enjoyed her short time on the department and hopes to move back to get back on the department. The DNR furloughed Avery from her job and she needed a job that matched her desires to be a paid firefighter.

Shannon and Chris Andersen left the department due to time commitment expectations of the department in community events that did not match their idea of being a volunteer.

## **Delay/Unable to respond**

The organizers of the tractor pull called the night before the event and wanted the fire department to staff an engine, a ladder truck with a flag, and a medical team. We were not able to meet this request on such short notice and did staff an attack truck for the event. We did have a medical call down at the event and several staff voiced concern with the size of the event, they need to be contracting more fire and medical staff other than call the night before the event.

## **LHD Support**

The department supported Lincoln Highway Days support with our annual hog roast, participate in the LHD parade, water the horse arena before the rodeo, and supported the rodeo with our big flag.





### **Fire Prevention Week Staffing Issues**

Due to limited staffing during the day, we will not be participating in the school fire-prevention activities. We did not have any staff available to take time from their work this year so we will not be conducting our annual fire prevention-coloring contest and activities with the school. The same may be true for the ALICE drills on Sept 19<sup>th</sup>.

The department has 162 requests for services outside of 911 responses.

## Street Dept Report

- Vehicle Maintenance
- Locates
- Hung downtown banners
- Camera sewers
- Concrete patches
- Mowing
- Sign in stall

September 8th, 2025 Council Meeting

To: Mayor, City Council and Administrator

From: Shawn Ludwig, Water Superintendent

## Water Department Council Report

- Busy with Plant maintenance
- Reading meters.
- Exercising Valves this week.
- Mowing at the plant and Well field.
- Finishing up Lead and Copper test.



## September 8th / 2025

# Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift station, and remote flow basin.
- Evaluating equipment needs for the new plant size and location.
- Completed interviews for an additional operator position, the new operator begins training the 15<sup>th</sup>.
- Phase 2 Digester Update:
  - Line leaks have been addressed, following pressure tests have passed.
  - Leak on a pump was found, service techs have been notified to address.
  - Electricians are to replace a sensor.
    - Once addressed Digester Startup will be rescheduled.
- Temporarily increased loadings have altered the biology of the oxidation ditch, alternative practices have been put in place to troubleshoot.

City Council:

Continuing to process permits.

Monitoring nuisances and complaints.

I have included a site plan review

I have added a Tax Abatement to the agenda.

Respectfully,

Ryan Hutton  
Building and Zoning Official



September 2025

To: Mayor and Council

From: Rhonda Maier, Director of Parks and Recreation

Re: Monthly Information Report

- Wall That Heals
  - Many of our staff helped prepare the site, offered support during set up, take down and throughout the entire event.
  - This was likely one of the best community events NP&R had the opportunity to play a part in. We were proud to honor our Vietnam Veterans at SCORE and look forward to continuing to support future community endeavors.
- Completed Work/Accomplishments
  - Clean-up of Harrington Park, including stump removal and associated wood chip removal and filling of holes.
  - Clean-up of City Hall grounds, including weed control and mulch.
  - Continued work on mowing and maintaining athletic fields and public grounds. With the abundance of rain and wet weather, there are times when many areas have needed to be grass caddied after mowing.
  - Pool closed on August 17 without any serious accidents or injuries.
  - Pavilion window installation completed.
  - Senior Center rate and rental agreement adjustments.
  - Planning and Coordination of Fall Activities.
- Items Currently Working On/Gathering Information
  - Pool Heater Repair.
  - Nevada Soccer Club Agreement.
  - Nevada Bark Park.
  - Pool Filter Repair/Replacement.
  - Pool Vacuum Purchase.
  - Planning of Winter Activities.
  - Hattery Park Playground replacement.
  - Water issues at Kiwanis Park, Krupp Park and Harrington Park.
  - Parks and Recreation Board Goal Setting Session.
- Trail, Staff, City Council, Senior Center, Splash Pad, 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](mailto:nevadarecreation@gmail.com). Thank you for your continued support of Nevada Parks and Recreation.



# NEVADA PUBLIC SAFETY DEPARTMENT

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



*Chris Brandes*  
Public Safety Director  
Chief of Police

Friday, August 22, 2025

Kristian Einsweiler  
Principal, Nevada High School  
1001 15<sup>th</sup> Street  
Nevada, IA 50201  
Phone: [515-382-3521](tel:515-382-3521)

**RE: 2025 Homecoming Parade**

Dear Kristian:

I received your emailed letter Tuesday, August 19, 2025, in regards to the 2025 Homecoming Parade. You are requesting to hold the Homecoming Parade on Tuesday, September 16, 2025. The parade is scheduled to begin at 6:00pm.

Your letter indicates you have received permission from the Story County Board of Supervisors to use the Story County Administration Building Parking lot, located in the 500 block of J Avenue, as your assembly point. This will start at 5:30pm. The parade will exit the north driveway of the Administration Building and will turn east onto J Avenue and pass the announcing stand at Sweet & Savory. The parade will continue east on J Avenue until 15<sup>th</sup> Street. At the intersection of 15<sup>th</sup> Street and J Avenue, the parade will disband.

**Your request is Approved**

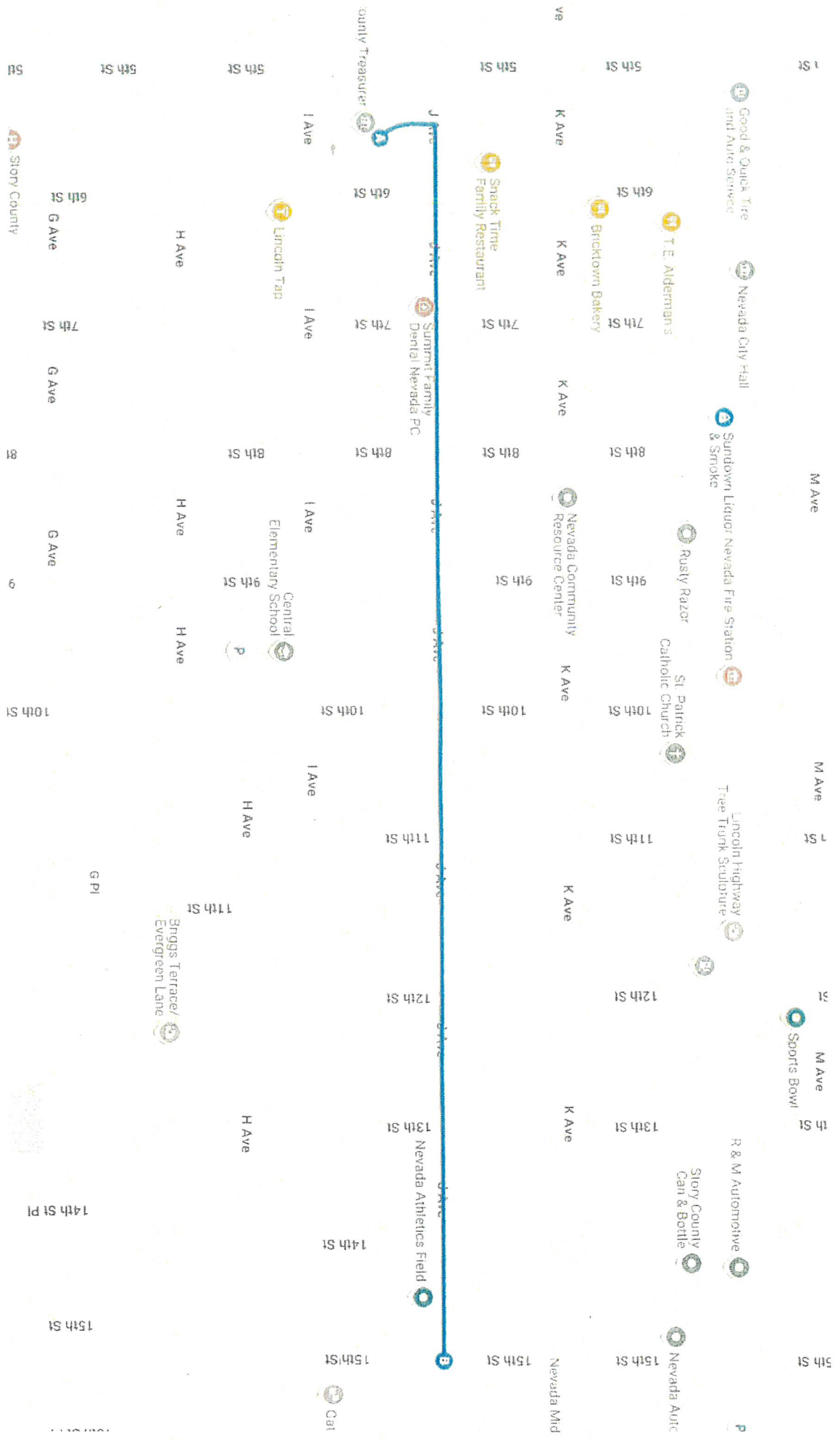
The Nevada Public Safety Department will provide a police escort for the parade. Street closures are not being requested, however, you will need traffic control at intersections. Volunteers at intersections reduces costs and assuage the need for barricades. Your request indicates each volunteer will wear a city approved traffic vest. If you need vests the NPSD can provide these at no costs.

Should the need for street barricades become necessary, you must contact Nevada Street Department Superintendent Joe Mousel to make these arrangements. Mr. Mousel can be reached Monday-Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of city equipment. It is your responsibility to make these arrangements with Mr. Mousel.

Respectfully,

Chris Brandes  
Public Safety Director  
Chief of Police

Cc: Jordan Cook, Nevada City Administrator  
Joe Mousel, Nevada Street Superintendent  
Command Staff, Nevada Public Safety Department  
Mayor & City Council







# NEVADA PUBLIC SAFETY DEPARTMENT

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



*Chris Brandes*  
Public Safety Director  
Chief of Police

Date: Friday, August 22, 2025

Emily Schaack  
Main Street Nevada Director  
[director@mainstreetnevada.org](mailto:director@mainstreetnevada.org)  
515-509-3045

## 2025 Downtown Halloween Street Closure

Dear Emily,

I received your email dated Tuesday, August 19, 2025, in reference to the annual Downtown Trick or Treat event. This event is scheduled for Thursday, October 30, 2025 from 4:30PM to 7:00PM. To support this event, the following road closures have been requested from 4:30PM to 7:00PM.

- Close 6<sup>th</sup> Street between I Avenue and J Avenue (north of the Admin building entrance) to the south side of N Avenue.
- Close K Avenue from alley access in the 500 block to alley access in the 600 block
- Close J Avenue from alley access in the 500 block to alley access in the 600 block
- Close Lincoln Highway from the alley access in the 500 block to the alley access in the 600 block

### Your Closure Request is Approved

You have indicated that you will put signs up in the closure area indicating no parking after 4:30PM. You have indicated you will be using Main Street Nevada barricades to secure the road closure. Should you need additional equipment to assist you in the road closure, such as barricades or cones, you will need to contact Nevada Streets Superintendent Joe Mousel. Mr. Mousel can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. There are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

**Per our phone conversation, volunteers in high visibility vests should be in the area of 6<sup>th</sup> Street and Lincoln Highway to serve as crossing guards for the event. Police Department and Fire Department vehicles will be positioned on Lincoln Highway on both sides of 6<sup>th</sup> Street as well.**

The City of Nevada is not liable for any injuries or other claims made by participants. You are responsible for obtaining any liability insurance necessary to protect you against any claims which may be brought in connection with this event.

I would like to thank you for the timeliness of this request. Advanced planning and communication like this allows for all parties to be fully aware of the event taking place and make proper accommodations.

Respectfully,

Chris Brandes  
Public Safety Director  
Chief of Police

Cc: Jordan Cook, City Administrator  
Joe Mousel, Street Department  
Command Staff NPSD  
Mayor, City Council



