



COPY

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

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

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

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

Webinar ID: 851 5957 2027 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, November 10, 2025

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Public Hearing on Propose Amendment to the Nevada Urban Renewal Area
 1. Public Hearing
 2. Resolution No. 023 (2025/2026): Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area
 - B. Public Hearing on Proposed Development Agreement with Nevada Economic Development Council, Inc.,
 1. Public Hearing
 2. Resolution No. 024 (2025/2026): Resolution Approving Development Agreement with Nevada Economic Development Council, Inc., Authorizing Annual Appropriation

Tax Increment Payments and Pledging Certain Tax Increment Revenues to the
Payment of the Agreement

5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on October 27, 2025
 - B. Approve Payment of Cash Disbursements, including Check Numbers 89193-89255 and Electronic Numbers 4252-4328 (Inclusive) Totaling \$454,127.23 (See attached list); the First Interstate Card Purchases for the November 19, 2025 Statement, total \$5,927.01; and Sam's Club Card Purchases for November 22, 2025 Statement, total \$411.14
 - C. Approve the Cancellation of the Nevada City Council's second regular meeting of December, 2025
 - D. Approve Tax Abatement
 1. Permit #BP-2025-81, 807 South Glen Ave, New Home
 2. Permit #BP-2025-48, 623 Academy Circle, New Home
6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
7. Resolution No. 019 (2025/2026): A Resolution Approving Allocated Capacity Agreement for Wastewater Services Between City of Nevada, Iowa and Burke Marketing Corporation
8. Ordinance No. 1074 (2025/2026): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sewer use Charges, first reading
9. Resolution No. 025 (2025/2026): A Resolution Obligating Funds from the Urban Renewal Tax Revenue Fund for Appropriation to the Payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the Next Succeeding Fiscal Year
10. Resolution No. 026 (2025/2026): A Resolution Approving Tax Increment Financing (TIF) Indebtedness Certification and Directing the Certification to be Filed no Later than December 1, 2024
11. Approve Pay Request No. 2 for Tributary to West Indian Creek – SRF Project B from Construct Inc. in the amount of \$22,344.44
12. Approve Pay Request No. 42 for WWTF Improvements – Phase 2 from Williams Brothers Construction Inc. in the amount of \$348,597.41
13. Approve Pay Request No. 42 for WWTF Improvements – Phase 3 from Boomerang Corp in the amount of \$0.00
14. Discussion and Potential Action Regarding Campaign Complaint
15. Ordinance No. 1070 (2025/2026): An Ordinance Amending Chapter 50 of the Nevada Municipal Code (Nuisance Abatement Procedure) to Declare Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District a Public Nuisance, first reading

16. Ordinance No. 1071 (2025/2026): An Ordinance Amending Chapter 145 of the Nevada Municipal Code (Dangerous Buildings) with Regard to Storage uses Which may Create a First Hazard, first reading
17. Ordinance No. 1072 (2025/2026): An Ordinance Amending Chapter 165 of the Nevada Municipal Code (Land Development – Zoning Regulations) to Prohibit Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District, first reading
18. Ordinance No. 1075 (2025/2026): An Ordinance Amending Chapter 165 (Land Development-Zoning Regulations) of the City Code to Update Off-Street Parking Requirements, first reading
19. Discussion and Appropriate Follow up Regarding Device Retailer License Application from Sundown Liquor
20. REPORTS – City Administrator/Mayor/Council/Staff
21. ADJOURN

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

Posted _____

E-Mailed _____

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

7. Resolution No. 019 (2025/2026): A Resolution Approving Allocated Capacity Agreement for Wastewater Services Between City of Nevada, Iowa and Burke Marketing Corporation
Enclosed you shall find the Burke agreement and resolution for approval.
8. Ordinance No. 1074 (2025/2026): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sewer use Charges, first reading
Enclosed you shall find the sewer rate ordinance showing residential customer utility estimates.
9. Resolution No. 025 (2025/2026): A Resolution Obligating Funds from the Urban Renewal Tax Revenue Fund for Appropriation to the Payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the Next Succeeding Fiscal Year
Enclosed you shall find the resolution authorizing the TIF rebate payments for FY27. These are estimates as the taxable valuations and TIF levy are unknown at the time of estimating.
10. Resolution No. 026 (2025/2026): A Resolution Approving Tax Increment Financing (TIF) Indebtedness Certification and Directing the Certification to be Filed no Later than December 1, 2025
Enclosed you shall find the resolution and the TIF Certification forms for submitting to Story County to receive our TIF dollars for FY27.
11. Approve Pay Request No. 2 for Tributary to West Indian Creek – SRF Project B from Con-Struct Inc. in the amount of \$22,344.44
Enclosed you shall find the pay request.
12. Approve Pay Request No. 42 for WWTF Improvements – Phase 2 from Williams Brothers Construction Inc. in the amount of \$348,597.41
Enclosed you shall find the engineer's recommendation and pay request.
13. Approve Pay Request No. 42 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.
14. Discussion and Potential Action Regarding Campaign Complaint
Enclosed you shall find a correspondence for discussion.

15. Ordinance No. 1070 (2025/2026): An Ordinance Amending Chapter 50 of the Nevada Municipal Code (Nuisance Abatement Procedure) to Declare Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District a Public Nuisance, first reading
Enclosed you shall find three ordinances that will be before you regarding first floor occupancy of buildings in the downtown corridor district. Ordinances 1070, 1071, and 1072 were tabled on July 28, 2025 and asked to be brought back at this time.
16. Ordinance No. 1071 (2025/2026): An Ordinance Amending Chapter 145 of the Nevada Municipal Code (Dangerous Buildings) with Regard to Storage uses Which may Create a First Hazard, first reading
17. Ordinance No. 1072 (2025/2026): An Ordinance Amending Chapter 165 of the Nevada Municipal Code (Land Development – Zoning Regulations) to Prohibit Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District, first reading
18. Ordinance No. 1075 (2025/2026): An Ordinance Amending Chapter 165 (Land Development-Zoning Regulations) of the City Code to Update Off-Street Parking Requirements, first reading
Enclosed you shall find an ordinance updating off street parking.
19. Discussion and Appropriate Follow up Regarding Device Retailer License Application from Sundown Liquor
Enclosed you shall find a memo from PSD Brandes giving some additional information relating to the application we received.

RESOLUTION NO. 023 (2025/2026)

Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban
Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Nevada, Iowa (the "City"), by prior resolution established the Nevada Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of new urban renewal projects (the "Projects") in the Urban Renewal Area consisting of (1) providing tax increment financing support to Mid-States Material Handling and Fabrication, Inc. ("Mid-States") in connection with the expansion by Mid-States of its manufacturing facilities; and (2) providing financial incentives to Nevada Economic Development Council, Inc. ("NEDC") in connection with NEDC's programs and initiatives for the promotion of growth and economic development in the Urban Renewal Area; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on November 10, 2025; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Story County and the Nevada Community School District; the consultation meeting was held on October 23, 2025; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Projects proposed under the Amendment conform to the general plan for the development of the City;

B. The Projects proposed under the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved November 10, 2025.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

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Upon motion and vote, the meeting adjourned.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Nevada, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Nevada Urban Renewal Area in the City of Nevada, Iowa.

WITNESS MY HAND this ____ day of _____, 2025.

Kerin Wright, City Clerk

CITY OF NEVADA, IOWA

URBAN RENEWAL PLAN AMENDMENT
NEVADA URBAN RENEWAL AREA

November, 2025

The Urban Renewal Plan (the "Plan") for the Nevada Urban Renewal Area (the "Urban Renewal Area") of the City of Nevada, Iowa (the "City") is being amended for the purposes of identifying new urban renewal projects to be undertaken therein.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Mid-States Material Handling & Fabrication, Inc. Expansion Project

Date of Council Approval of the Project: November 10, 2025

Description of Project and Project Site: Mid-States Material Handling & Fabrication, Inc. (the "Company") has proposed to undertake the construction of a 55,000 square foot expansion of its manufacturing facilities on certain real property bearing Story County Property Tax Parcel Identification Number 1108350180 (the "Mid-States Property") for use in the Company's business operations in the Urban Renewal Area (the "Mid-States Project").

It has been requested that the City provide tax increment financing assistance to the Company in support of the Mid-States Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the "Admin Fees") in an amount not to exceed \$8,000.

Description of Use of TIF: The City intends to enter into a development agreement with the Company with respect to the Mid-States Project and to provide annual appropriation economic development payments (the "Payments") to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Mid-States Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Mid-States Project will not exceed \$300,000, plus the Admin Fees.

B.

Name of Project: 2026-2030 Nevada Economic Development Council Support Program (the "NEDC Program")

Date of Council Approval of Project: November 10, 2025

Declaration of NEDC Program as an Urban Renewal Project: The City Council acknowledges the importance of Nevada Economic Development Council, Inc. ("NEDC") to the promotion of economic development in the Urban Renewal Area. The City intends to enter in an economic development support agreement which will provide for annual support payments (the "NEDC Support Payments") to NEDC for a period of five (5) fiscal years. Under said agreement NEDC will commit to continuing its efforts to carry out economic development support programs, promotional events, initiatives and activities within the Urban Renewal Area.

Description of Use of TIF for the NEDC Program: The City intends to fund a portion of the NEDC Support Payments with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the NEDC Program will not exceed \$475,000.

The costs incurred by the City in providing tax increment financing assistance to NEDC will include legal and administrative fees (the "Admin Fees") in an amount not to exceed \$8,000.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$32,943,948</u>
Outstanding general obligation debt of the City:	<u>\$ 9,035,000</u>
Proposed TIF debt to be incurred under the November, 2025 Amendment*:	<u>\$ 791,000</u>

*It is anticipated that the debt incurred under this Amendment will be subject to annual appropriation by the City Council.

RESOLUTION NO. 024 (2025/2026)

Resolution Approving Development Agreement with Nevada Economic Development Council, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Nevada, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Nevada Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted certain ordinances providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the "Agreement") between the City and Nevada Economic Development Council, Inc. ("NEDC") has been prepared in connection with the provision of services, programs and initiatives by NEDC for the promotion of economic growth and development in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to NEDC in a total amount not exceeding \$475,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on November 10, 2025, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to NEDC thereunder.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. The Mayor, the City Administrator and the City Clerk are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to incremental property tax revenue derived from the Urban Renewal Area.

Section 5. The City hereby pledges to the payment of the Agreement the Urban Renewal Tax Revenue Fund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Fund, provided, however, that no payment will be made under the Agreement unless and until monies from the Urban Renewal Tax Revenue Fund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County to evidence the continuing pledging of the Urban Renewal Tax Revenue Fund and the portion of taxes to be paid into such Fund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved November 10, 2025.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

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On motion and vote the meeting adjourned.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, Clerk of the City of Nevada, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2025.

Kerin Wright, City Clerk

ECONOMIC DEVELOPMENT SUPPORT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and the Nevada Economic Development Council, Inc. (the "NEDC") as of the _____ day of _____, 2025 (Commencement Date").

WHEREAS, the City has established the Nevada Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the City and NEDC have cooperatively undertaken the promotion of economic development within the Urban Renewal Area and the City; and

WHEREAS, NEDC has provided, and intends to continue providing, services and initiatives for the promotion of economic development opportunities in the Urban Renewal Area; and

WHEREAS, the City has provided, and intends to continue providing, fiscal support to the economic development initiatives of NEDC; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

WHEREAS, this Development Agreement has been prepared to facilitate the City's ongoing financial support for NEDC and to further set forth the rights and responsibilities of the parties;

NOW THEREFORE, the parties hereto agree as follows:

A. NEDC's Covenants

1. NEDC agrees to use its best efforts to carry out initiatives, activities and projects in the Urban Renewal Area to promote the economic development of the City. These efforts will be focused on marketing activities for the attraction of business development and job creation in the City and the Urban Renewal Area.

2. NEDC agrees to provide two board seats on both its Board of Directors and Executive Board to the City. For both such Boards, one of the seats shall be held by the City Administrator. The other seat shall be held by a member of the Nevada City Council or the Mayor of the City, as appointed by the Nevada City Council.

From time to time, upon request by the City Council, a representative of NEDC will attend a City Council meeting and provide a report detailing the activities and initiatives undertaken by NEDC in the Urban Renewal Area including an accounting of expenditures of funds on NEDC activities and initiatives therein. NEDC hereby acknowledges that failure to comply with the reporting requirements set forth herein will give the City the right to withhold

Payments, as hereinafter defined, and to deny requests made in connection with the Incentive Plan, as hereinafter defined.

~~3. NEDC agrees to maintain at least 30 distinct paid investors (the "Required Investment") as part of the organization and to require that each such investor shall contribute not less than \$250 per year to NEDC as an investment (the "Required Contribution"). By no later than November 1 of each year, commencing November 1, 2025 (or on such later date as agreed to by the City), NEDC shall submit an investment report (the "Annual Investment Report") to the City detailing the identities of the then-current investors, how much each investor paid as a Required Contribution in the preceding twelve months and when such investment was made, and the aggregate amount (the "Annual Total Contributions") of all Required Contributions received by NEDC in the preceding twelve months. NEDC hereby acknowledges that failure to demonstrate full, ongoing compliance with the Required Investment and the Required Contribution provisions set forth above in the Annual Investment Report will give the City the right to withhold the Matching Payments, as hereinafter defined.~~

4. NEDC agrees to use all TIF Funds, as hereinafter defined, received from the City under this Agreement for the carrying out of the activities detailed in Section A.1 hereof and to spend such funds only within the boundaries of the Urban Renewal Area.

B. City's Obligations

1. The City agrees to make a series of annual payments to NEDC as contributions to its annual operations. Each year the City shall make a payment of \$40,000 to be funded from local option sales and services tax receipts of the City (the "LOST Payments"). In addition, each year the City shall make a payment of \$70,000 to be funded from Incremental Property Tax Revenues (as hereinafter to defined) to be derived from the Urban Renewal Area (the "TIF Payments"). In addition, the City, assuming full compliance with the Required Investment and Required Contribution provisions set forth in Section A.3 above, each year shall make a payment (the "Matching Payment"), to be funded from Incremental Property Tax Revenues to be derived from the Urban Renewal Area, matching the Annual Total Contributions reported by NEDC in the most recent Annual Investment Report (collectively hereinafter the LOST Payments, the TIF Payments and the Matching Payments shall be referred to as the "Payments"), provided however no single Matching Payment shall exceed \$25,000 and that all Payments under the agreement shall be subject to annual appropriation by the City Council.

The Payments will be made on June 1 of each fiscal year, beginning on June 1, 2026 and continuing to and including June 1, 2030.

Each LOST Payment shall be subject to annual appropriation by the City Council. Prior to funding each LOST Payment during the Term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of each LOST Payment scheduled to be made in the following fiscal year an amount of local option sales and services tax receipts of the City to fund each LOST Payment.

If the City Council determines not to fund the then-considered LOST Payment, then the City will be under no obligation to fund the LOST Payment scheduled to become due in the

following fiscal year, and NEDC will have no rights whatsoever to compel the City to make such LOST Payment, to seek damages relative thereto or to compel the funding of such LOST Payment in future fiscal years.

Each TIF Payment and Matching Payment shall be subject to annual appropriation by the City Council. Prior to funding each TIF Payment and Matching Payment during the Term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of each TIF Payment and Matching Payment scheduled to be made in the following fiscal year an amount of Incremental Property Tax Revenues of the City to fund each such TIF Payment or Matching Payment, as applicable.

If the City Council determines to not fund the TIF Payment or Matching Payment, as applicable, then the City will be under no obligation to fund the TIF Payment or Matching Payment, as applicable, scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such TIF Payment or Matching Payment, as applicable, to seek damages relative thereto or to compel the funding of such TIF Payment or Matching Payment, as applicable, in future fiscal years.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues or local option sales and services tax receipts, as applicable.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. The term (the "Term") of this Agreement shall commence on the Commencement Date and shall end on June 30, 2030. Provided that no breaches of obligations under this Agreement have occurred, the City agrees, prior to the end of the Term, to consider in good faith the authorization and approval of a successor agreement to further the purposes set forth herein.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

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

CITY OF NEVADA, IOWA

By: _____
Mayor

Attest:

City Clerk

NEVADA ECONOMIC
DEVELOPMENT COUNCIL, INC.

By: _____

Its. _____

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

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Ryan Condon, convened the meeting at 6:00 p.m. on Monday, October 27, 2025, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

Staff Present: Erin Clanton, Kerin Wright, Erin Mousel, Shawn Ludwig, Ray Reynolds, Marlys Barker, Chris Brandes, Ryan Hutton, Joe Mousel, Amanda Brewer, Rhonda Maier. Jordan Cook and Mike Roth attended via zoom.

Also in attendance were: Ric Martínez, Melissa Muschick, Peyton & Sydney Alderson, Sue VandeKamp, Andy Kelly, Mike Miller, Charlie Good, Zach Landhuis.

3. APPROVAL OF AGENDA

Motion by Dane Nealson, seconded by Henry Corbin, to approve the agenda. After due consideration and discussion the roll was called. Aye: Nealson, Corbin, Sampson, Skaggs, Ehrig. 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 Jason Sampson, seconded by Sandy Ehrig, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting held on October 13, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 89119-89192 and Electronic Numbers 4165-4251 (Inclusive) Totalling \$497,486.56 (See attached list)
- C. Approve Financial Reports for Month of September, 2025
- D. Approve Closing Statement for Lot Sale
- E. Approve GAX, Downtown Façade, Curtis Architecture and MIPA-Claim #1
- F. Approve GAX, Downtown Façade, Curtis Architecture and MIPA-Claim #2
- G. Recommendation for Permanent Firefighter Status – Peyton Alderson
- H. Approve Tax Abatement
 - 1. Permit #BP2025-19, 803 South Glen Ave, New Home

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

5. MAYOR'S APPOINTMENT

- A. Mike Miller – Parks & Recreation Board

Motion by Dane Nealson, seconded by Jason Sampson, to **approve appointment of Mike Miller to Parks & Recreation Board.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Corbin. Nay: None. The Mayor declared the motion carried.

6. PUBLIC FORUM:

Mayor Condon swore in Firefighter Peyton Alderson.

Ric Martinez praised the work that has been done along the trail as part of the SRF Projects. He added that he typically listens to council meetings on zoom and how difficult it is to hear citizens speak if they are not at the podium directly in front of the microphone.

7. Approve Change Order No. 4 for WWTF Improvements – Phase 4 from OnTrack Construction for a total reduction of (\$57,221.25)

Motion by Steve Skaggs, seconded by Sandy Ehrig, to **approve Change Order No. 4 for WWTF Improvements – Phase 4 from OnTrack Construction for a total reduction of (\$57,221.25).** After due consideration and discussion the roll was called. Aye: Skaggs, Ehrig, Corbin, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

8. Discussion and Appropriate Follow up regarding request from Andy's Armory

City Attorney Erin Clanton was asked to draft an agreement to bring back to the November 10th meeting for approval.

9. Approve Historian for CDBG Façade Grant

Motion by Sandy Ehrig, seconded by Henry Corbin, to **approve Eocene as Historian Professional Services for CDBG Façade Grant.** After due consideration and discussion the roll was called. Aye: Ehrig, Corbin, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

10. Approve Lead/Asbestos Testing for CDBG Façade Grant

Motion by Dane Nealson, seconded by Jason Sampson, to **approve Environet to perform Lead and Asbestos Services for CDBG Façade Grant.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Corbin. Nay: None. The Mayor declared the motion carried.

11. Approve Well #7 Rehab for the Water Department

Motion by Steve Skaggs, seconded by Jason Sampson, to **approve option 1, Northway Well Company in the amount of \$17,250 for the rehab of Well #7.** After due consideration and discussion the roll was called. Aye: Skaggs, Sampson, Ehrig, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

12. Approve the purchase of a used tender from Johnston FD

Motion by Sandy Ehrig, seconded by Dane Nealson, to **approve bid submission of \$102,868.00 for used tender from Johnston FD.** After due consideration and discussion the roll was called.

Aye: Ehrig, Nealson, Sampson, Skaggs, Corbin. Nay: None. The Mayor declared the motion carried.

13. Approve purchase of fire hose and nozzles for new Fire Engine through FEMA grant

Motion by Dane Nealson, seconded by Steve Skaggs, to approve option 1, purchase fire hose and nozzles from MacQueen for \$23,854.00 with FEMA reimbursing \$19,887.52. After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

14. Approve Pay Request No. 2 for Oak Park Estates Trail from MidState Solution LLC in the amount of \$70,871.11

Motion by Dane Nealson, seconded by Jason Sampson, to approve Pay Request No. 2 for Oak Park Estates Trail from MidState Solution LLC in the amount of \$70,871.11. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Corbin. Nay: None. The Mayor declared the motion carried.

15. Discussion and Appropriate Follow up Regarding Habitat Management Grants Program

Motion by Steve Skaggs, seconded by Henry Corbin, to approve option 1, apply for the Habitat Management Grants Program utilizing matching funds from Park Open Space not to exceed \$5,000.00. After due consideration and discussion the roll was called. Aye: Skaggs, Corbin, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

16. 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 6:49 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Item # SB
 Date: 11/10/25

CITY OF NEVADA CLAIMS 11/10/25

PAYEE	DESCRIPTION	AMOUNT	CHECK#
WAGEWORKS	FSA 2024 PMTS	616.81	4252
EMPLOYEE BEN SYST	BENEFITS PAID	370.98	4253
EFTPS	FEDERAL WITHHOLDING TAX Pay Period: 10/26/2025	31,825.37	4319
IPERS	IPERS COUNCIL Pay Period: 10/12/2025	63,830.70	4320
TREASURER STATE OF IA	STATE WITHHOLDING TAX Pay Period: 09/28/2025	10,154.71	4321
CORNISH, DEVIN	HSA Pay Period: 10/26/2025	50.00	4322
EMPLOYEE BEN SYST	BENEFITS PAID	190.00	4323
WAGEWORKS/HEALTH EQUITY	FSA 2024 PMTS	728.58	4324
TREASURER STATE OF IA	SALES TAX 10-2025	10,797.94	4325
TREASURER STATE OF IA	WET 10-2025	9,663.81	4326
EMPLOYEE BEN SYST	SELF FUNDING FEES	294.00	4327
EMPLOYEE BEN SYST	BENEFITS PAID	1,312.92	4328
JENSEN, KYLE	VOID	-200.00	88521
ACCESS SYSTEMS	MXC407P CITY CLERK	1,297.07	89193
ALLIANT	ALL-UTILITIES	10,935.90	89194
JENSEN, KYLE	REC-UMPIRE (REPRINT)	200.00	89195
MENARDS - ANKENY	CH-RR RPRS	43.98	89196
MIDSTATE SOLUTION	OAK PK ESTATES TRAIL PR#2	70,871.11	89197
WINDSTREAM	WWT/PD/CH-UTILITIES	281.95	89198
PAYROLL	PAYROLL	514.18	89199
COLLECTION SERVICES CENTER	CHILD SUPPORT Pay Period: 10/26/2025	122.02	89200
MISSION SQUARE	DEFERRED COMPENSATION Pay Period: 10/26/2025	435.00	89201
DELTA DENTAL OF IA	DENTAL 11/2025	4,231.84	89202
FIDELITY SECURITY LIFE	VISION 11/2025	1,105.02	89203
WELLMARK	HEALTH 11/2025	40,131.59	89204
ALEX AIR APPARATUS	FD- HUR5ST BATTERY STRONGARM	947.50	89205
ALLIANT	ALL-UTILITIES	16,034.51	89206
AMAZON CAPITAL SERVICES	ALL-SUPPLIES	1,730.58	89207
AMES REGIONAL ECO ALLIANCE	ALL-TRNG	750.00	89208
APPLIED CONCEPTS INC	PD-LIDAR EQUIP	789.00	89209
ARNOLD MOTOR SUPPLY	PKM/STS/PD-SUPPLIES	637.71	89210
B5 BRANDING ELITE SCREEN	PKM-CLOTHING LOGO	272.00	89211
BEACON ATHLETICS	REC-BASES	1,752.52	89212
BLACKBIRD DESIGN & PRINT	WTR-REFUND	54.53	89213
C&K HEATING, AIR CONDIT	FH-RPR	90.00	89214
CAPITAL SANITARY SUPPLY	PKM-SUPPLIES	325.54	89215
CITY OF AMES	PD-MAPSG TECH	3,000.00	89216
CURTIS ARCHITECTURE & DESIGN	ED-CDBG-FACADE	23,746.27	89217
DAKOTA SUPPLY GROUP	WTR-REPAIR BANDS	2,412.79	89218
DRAINTECH	CH-RR RPR	171.25	89219
ELLSWORTH, BALINDA	ADM-MILEAGE REIMB	61.60	89220
FAREWAY	WTR-SUPPLIES	31.88	89221
FIRST RESPONDER SUPPLY	PD-VANDERHART CLOTHING	455.96	89222
FIRSTNET	PD-CAR COMPUTERS	412.70	89223
FREEDOM TIRE & AUTO	PD-#2 TIRES	871.32	89224
FREESE, HEATHER	REC-TOURNEY REG	301.00	89225
GLOBAL TEST SUPPLY	FD-CO ALARM FOR VEH 11 MED BAG	129.43	89226
GRAINGER	PKM-BULBS	410.88	89227
HARRISON, DAVE	STS TRUCK 13/17	439.60	89228
HAWKINS	WTR-CHEMICALS	5,308.43	89229

HOKEL MACHINE SUPPLY	FH/STS-SUPPLIES	64.79	89230
IA IRRIGATION	PKM-SCORE PK IRRIGATION RPR	2,355.27	89231
IA ONE CALL	ONE CALLS	175.00	89232
IA STATE READY MIX	STS STORM 3RD/M	412.00	89233
IAFC	FD- IAFC MEMBERSHIP 2026	240.00	89234
MCFARLAND CLINIC PC	STS-DOT TST	212.00	89235
MENARDS - AMES	FH/STS/FD-SUPPLIES	205.51	89236
MNG, INC	REC-LEGENDS SHIRTS	182.50	89237
MOUSEL, ERIN	ADM MILEAGE REIMB	168.00	89238
NEDC	ED-ARPTRD	3,533.41	89239
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225.00	89240
NEXT LEVEL BLDG SUPPLY	FH-WALL	3,978.77	89241
QUADIENT	ADM-METER	114.16	89242
SALTECH SYSTEMS	ADM-WEBSITE	59.95	89243
SCHAACK, LADONNA	WTR-REFUND	15.08	89244
SIGLER CO	OUR NEVADA	2,602.68	89245
STORY CO ANIMAL CONTROLL	PD-ANIMAL CONTROL	423.50	89246
STORY CO HOUSING TRUST	FY26 STORY CO HOUSING TRUST	5,471.00	89247
TK GRADING & SEEDING	STS YARD RPR MIKE L	803.40	89248
T-MOBILE	ALL-GEO TABS	125.10	89249
UTILITY SERVICE	WTR- CLEARWELL CLEANING	4,505.00	89250
VAN WALL EQUIPMENT-NEVADA	PKM/STS-MISC EQUIP RPR	152.40	89251
WAGeworks/HEALTH EQUITY	PR-FLEX BENEFIT FEE	220.05	89252
WINDSTREAM	SC/PD-PHONES	128.42	89253
WINTER EQUIPMENT	CEM-PLOW ACC	712.80	89254
ZIMCO	PKM-POND TRTM/FERTILIZER/HERBICIDE	6,850.42	89255
	PAYROLL EFT (4254-4318)	99,248.54	
	TOTAL ACCOUNTS PAYABLE	454,127.23	

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 11/10/2025 W/CLAIMS

ACCOUNT

Trans Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
10/1/2025	Go Daddy	ADM, Website/Emails	22.97	39111457693	121-613-6431
10/1/2025	Carva	STS, Print Business Cards	38.52	04656-47604048	110-210-6599
10/1/2025	IAMWA	WWT, Conf Registration	80.00	2025WPRTRPRTRBVR0007	610-816-6240
10/12/2025	Sangoma	Water Plant	31.19	887427	600-811-6373
		Wastewater PI	31.19		610-816-6373
		Library	31.20		001-410-6373
		Fire Dept	31.20		001-150-6373
		Police Dept	31.20		001-110-6373
		ST Dept	31.20		110-210-6373
		City Hall	31.20		001-620-6373
		Cemetery	31.20		001-450-6373
		Parks Mnt	31.20		001-431-6373
		ADM, Website	76.78	INV326378591	121-613-6431
10/19/2025	Zoom	STS, Sign Software	74.19	200013453	110-210-6509
10/22/2025	Adobe	ADM, Training	162		001-620-6240
10/21/2025	IAMU	STS, Sign Software credit	-74.19	3003136159	110-210-6509
10/22/2025	Adobe-Credit	PSD, Supplies	69.31		001-110-6504
10/16/2025	Brownells	POOL	-38.75	935471296	001-435-6398
9/24/2025	Credit - Rewards Points Redeemed	ADM	-38.75		001-620-6240
		CA	-38.75		001-613-6240
		WTR	-38.75		600-811-6474
		STS	-38.75		610-816-6479
		LIB	-38.75		110-210-6504
		PSD	-38.75		001-410-6310
10/10/2025	IA DNR Fees	WWT, Certification	83.54	22250194	610-816-6480
10/13/2025	IA DNR Fees	WWT, Certification	32.29	22274610	610-816-6479
10/14/2025	Shop at Iowa State	CEM, Cont. Ed	130.00	00003504	001-431-6240
10/17/2025	IMFOA	ADM, Conference	170.00	20251001	610-816-6240
10/16/2025	Doubletree	WTR, Conference	43.87	10270540	600-811-6240
10/23/2025	Doubletree	WTR, Conference	350.24	54188531	600-811-6240
10/2/2025	Doubletree	WTR, Conference	350.24	54188531	600-811-6240
10/4/2025	Kirkwood Cont Ed	WWT, Training	680.00	645407	610-816-6240
10/3/2025	Antea Ustoptrein MN	WWT, Training	100.00	22207	001-410-6310
10/6/2025	Golden Valley Supply	LIB, supplies	111.69	1111193	001-620-6240
10/7/2025	League of Cities		60.00		001-620-6240
			30.00		600-814-6240
			30.00		610-818-6240
10/17/2025	Twilio	ADM, Notifications	12.15	20251016	121-613-6431
10/16/2025	Staples	STS, supplies	39.99		110-210-6599
10/23/2025	Adobe	STS, Sign Software	572.14	HD04664015095CUS	110-210-6509
10/2/2025	Facebook	LIB, ads	2.00	20251002	001-410-6402
10/4/2025	Facebook	LIB, ads	2.00	20251004	001-410-6402
10/3/2025	Facebook	LIB, ads	3.00	20251003	001-410-6402
10/6/2025	Facebook	LIB, ads	3.00	20251005	001-410-6402
10/7/2025	Imprint	LIB, supplies	441.87	IME3658BE604	001-410-6486
10/8/2025	Facebook	LIB, ads	4.00	20251007	001-410-6402
10/9/2025	USPS	LIB,	20.96	840-55000131-1-4716416-2	001-410-6508
10/12/2025	MSFT	LIB,	42.00	E0700XVXMM0	001-410-6420
10/11/2025	Facebook	LIB, ads	6.00	20251010	001-410-6402
10/22/2025	Facebook	LIB, ads	7.00	20251021	001-410-6402
10/26/2025	Facebook	LIB, ads	8.00	20251025	001-410-6402
10/10/2025	Astra Security	P&R, Security	360.00	67987	001-460-6499
9/30/2025	Transfer Fee		250.00		001-435-6240
9/19/2025	Poolweb	POOL, Parts for IS Chair	341.68	13993223740	001-435-6341
9/20/2025	Shop at Iowa State UNI	PARKS, Training-Anderson	65.00	00003098	001-431-6240
9/20/2025	Shop at Iowa State UNI	PARKS, Training-Anderson	65.00	00003099	001-431-6240
9/19/2025	PIRA IA	POOL, Training-CFO	1,060.00	6380	001-435-6240
10/19/2025	Returned Pynt Fee		29.00		001-620-6499

5,927.01

POSTING & PAYMENT DATE:

November 19, 2025

City Administrator

Vendor #1403

20251104

Electronic Pymt #

SAMS CLUB PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 11/10/2025 W/CLAIMS

Tran Date

Description

Amount

Invoice #

ACCOUNT

10/8/2025 REC, Supplies
10/13/2025 PSD, Supplies
10/15/2025 PSD, Supplies
10/31/2025 ADM, Supplies

114.72
136.83
67.87
91.72

P9280008SO1Q0TWQJ
P9280008ZO1DLAB8J
P92800091O1H3HVHY
P9280009JO1BMVVSG

001-472-6599
001-110-6484
001-110-6599
001-620-6599

411.14

POSTING & PAYMENT DATE:

November 22, 2025

City Administrator

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

Tax Abatement List

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	<u>Address</u>
Einsweiler	Kristian & Molly	BP-2025-81	807 South Glen Ave (New Home)
Newsome	Sherry	BP-2025-48	623 Academy Circle (New Home)

RESOLUTION NO. 019 (2025/2026)

**A RESOLUTION APPROVING ALLOCATED CAPACITY AGREEMENT FOR
WASTEWATER SERVICES BETWEEN
CITY OF NEVADA, IOWA AND BURKE MARKETING COPORATION**

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 10th day of November, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 019 (2025/2026) be adopted.

AYES: -
NAYS: -
ABSENT: -

The Mayor declared Resolution No. 019 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 019 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 10th day of November, 2025.

Kerin Wright, City Clerk

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ALLOCATED CAPACITY AGREEMENT FOR WASTEWATER SERVICES

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this ___ day of November, 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 on the Effective Date, after execution by both Parties.

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. "Effective Date" means the later of the effective date of the City Sewer Rates or the date upon which Participant is able to fully discharge its daily production-day Wastewater to the Treatment Plant (subject to the limits of the Participant's Purchased Capacity).
- G. "Facility" means the Participant's facility located at 1516 South D Avenue, Nevada, Iowa 50201.
- H. "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.
- I. "Industrial Waste" means the liquid waste from the industrial manufacturing processes, trade, or business as distinct from Sanitary Sewage.
- J. "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.
- K. "NH₃" means ammonia, as measured using test procedures approved under 40 CFR 136.

L. "O&G" means oil and grease, as measured using test procedures approved under 40 CFR 136.

M. "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.

- N. "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.
- O. "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.
- P. "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.
- Q. "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.
- R. "TKN" means Total Kjeldahl Nitrogen, as measured using test procedures approved under 40 CFR 136.
- S. "TN" means Total Nitrogen, which is the sum of TKN, nitrate and nitrite as measured using test procedures approved under 40 CFR 136.
- T. "TP" means total phosphorus, as measured using test procedures approved under 40 CFR 136.
- U. "TSS" means Total Suspended Solids, as measured using test procedures approved under 40 CFR 136.
- V. "User" means any person, partnership, institution, corporation or other entity or organization, public or private, that discharges Wastewater into the Sewerage System.
- W. "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 by 40 CFR 403.3(l) as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
 - (3) Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative Standard) that the POTW, as defined by 40 CFR 403.3(l), determines has caused, alone or in combination with other Discharges, Interference or Pass Through (including endangering the health of POTW personnel or the general public);
 - (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge.
- L. In the event Participant is in violation of its Participant's Purchase Capacity limits (either daily or 30-day average limits) or other prohibited discharge, the City shall follow its enforcement procedures found in Nevada City Ordinance Section 95.10 and levy applicable Penalty Charges. Participant agrees to pay all applicable Penalty Charges.

ARTICLE IV. COST SHARE

- A. The Parties agree that for the purpose of calculating the Cost Share, the final actual cost of the Treatment Plant including engineering, planning, design, construction administration, and construction costs shall be \$61,262,144.84, as adjusted for, and reconciled with, actual costs once the Treatment Plant construction is complete (the "Final Cost").
- B. The Parties mutually agree that the Participant's Cost Share shall be 42.69% of the Final Cost, which is estimated to be \$26,152,810.00, as adjusted for the calculation of the Final Cost. The Parties agree that Participant has prepaid, prior to the date hereof, \$816,281.00 of the Participant's Cost Share. The remaining balance of the Participant's Cost Share shall

be paid to the City in monthly installments as part of Participant's monthly utility bill. The monthly Cost Share amount will be set forth in Schedule G. Any and all late payments by the Participant shall accrue interest at an annual rate equal to 2% until the payment is received.

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

ARTICLE V. SEWER SERVICE RATES

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

ARTICLE VI. TERM OF AGREEMENT

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

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

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

ARTICLE VII. MISCELLANEOUS PROVISIONS

- A. Prior to signing this Agreement, the City and the Participant shall have entered into a Revised Treatment Agreement (IDNR Form 542-3221), attached hereto as Schedule D ("Revised Treatment Agreement") that shall be effective upon the completion of the Treatment Plant. The City has submitted the Revised Treatment Agreement to the IDNR.
- B. The City and the Participant both acknowledge that the IDNR has approved the Revised Treatment Agreement. If (a) the IDNR voids or terminates the Revised Treatment

Agreement for any reason, or (b) if the IDNR revokes or refuses to issue the City an NPDES permit or NPDES permit amendment for the Sewerage System that would permit the Participant to discharge the Participant's Purchased Capacity, the Participant and the City shall have the option to either (i) terminate this Agreement upon mutual consent or (ii) negotiate in good faith any modifications to this Agreement and the Revised Treatment Agreement, to the extent necessary to meet IDNR requirements. For the avoidance of doubt, none of the foregoing actions from the IDNR shall negate the City's obligations set forth in Article II, Paragraph A of this Agreement, including constructing the Treatment Plant with sufficient capacity to treat the Participant's Purchased Capacity.

- C. Upon request by either Party to this Agreement, the Parties shall meet to discuss the Parties' respective progress under the Agreement, any issues that have arisen in the Parties' respective performance under the Agreement, and any other issues arising from or related to the Agreement, including the City Sewer Rates.
- D. Pursuant to Iowa Code Chapter 22, the City will keep books, records and accounts in which complete entries shall be made available of all transactions and costs relating to the Sewerage System, and such books and records shall at all reasonable times be subject to inspection and copying by any Party to this Agreement. The City shall also provide to the Participant such information regarding the design or other technical information regarding the Treatment Plant and its Sewerage System as allowed by the governing Professional Services Agreements between the City and its consultants for related work as the Participant may request from time to time.
- E. The City and the Participant warrant that each has the right, title and authority to enter into this Agreement and to perform each and every term, covenant and condition in it.
- F. The City and the Participant agree that this Agreement constitutes the entire understanding of the Parties and that no prior or contemporaneous oral or written understandings of the Parties shall be applicable hereto, except as specifically set forth herein. Nothing in this Agreement shall prohibit the City from adopting and enforcing ordinances, rules or regulations providing for pretreatment of Wastewater, exclusion of Wastewater, or the establishment of Sewer Service Charges periodically, provided that no such action shall affect the Participant's rights hereunder.
- G. Except as otherwise expressly provided, this Agreement may not be amended, changed or modified unless the amendment, change or modification is in writing and signed by both Parties.
- H. All notices, requests, and demands provided hereunder shall be in writing and shall be deemed to have been given if and when (i) sent via electronic mail or (ii) delivered, postage prepaid, by certified or registered mail, to:

(1) City of Nevada
Attention: City Administrator
1209 6th Street
P.O. Box 530

Nevada, IA 50201
Email: jcook@cityofnevadaiaowa.org

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

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

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

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

- I. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns, except as herein limited.
- J. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- K. Claims and disputes of any type between the City and Participant arising out of or relating to this Agreement which cannot be resolved by negotiation between the Parties shall be brought and maintained in the federal courts of the United States of America or the courts of the State of Iowa, in each case located in the City of Des Moines and County of Polk, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- L. This Agreement shall supersede any previous agreement for wastewater service between the Parties. Until the Effective Date, the Parties agree to continue to operate under the City's NPDES Permit and the December 22, 2003, Wastewater Agreement, as amended, modified, supplemented or superseded by the Iowa Department of Natural Resources

Treatment Agreement Form dated November 11, 2024, attached hereto in Schedule E, except with respect to the City Sewer Rates, which shall be effective upon such rates being approved by the City Council and enacted by the City.

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

[Signature Page to Follow]

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

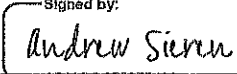
CITY OF NEVADA, IOWA

ATTEST:

By _____
Ryan Condon
Mayor

By _____
Kerin Wright
City Clerk

**BURKE MARKETING
CORPORATION**

By  _____
Signed by:
Andrew Sieren
Plant Manager

SCHEDULE A

Development Agreement

See attached.

DEVELOPMENT AGREEMENT

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

PREAMBLE.

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

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

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

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

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

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

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

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

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

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT.

A. Company's Representations, Warranties and Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

c) Workers compensation insurance, with statutory coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. City's Representations, Warranties and Obligations.

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

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

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

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

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

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

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

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

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

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

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

C. Administrative Provisions

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

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on December 31 of the tenth and final year of the Property Valuation Exemption as set forth in Section B.2 above.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

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

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

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

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

with a copy to:

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

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

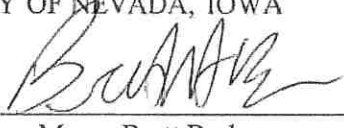
iii) Either Party may upon written notice to the other Party, change the address to which such notices and demands are made.

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

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

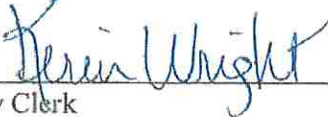
The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

By: 

Mayor Brett Barker

Attest:


City Clerk

BURKE MARKETING CORPORATION

By: 

Chad Randick, President



STATE OF IOWA)

) ss.

COUNTY OF STORY)

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



Donna Mosinski

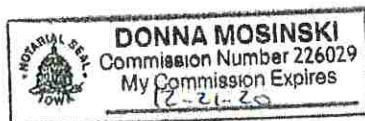
Notary Public

STATE OF IOWA)

) ss.

COUNTY OF STORY)

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



Donna Mosinski

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY:

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

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

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

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

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

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

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

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

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

EXHIBIT B

DETAILS OF BURKE PROJECT/MINIMUM IMPROVEMENTS

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

EXHIBIT C

COMPLETION CERTIFICATE:

CERTIFICATE OF COMPLETION

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

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

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

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

City of Nevada, Iowa

By: _____ Mayor

ATTEST:

By: _____
Kerin Wright, City Clerk

EXHIBIT D

DETAILS OF WWT PROJECT AND ADDITIONAL BURKE ELEMENTS

Project Description

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

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

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

Company Design Wastewater Parameters

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

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

Tentative Project Timeline

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

EXHIBIT E

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

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

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

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

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

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

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

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

SCHEDULE B

City Sewer Rates

See attached.

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

ORDINANCE NO. jji (2025/2026)

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

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

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

CHAPTER 99: SEWER USE CHARGES

99.01 PURPOSE.

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

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

1. "BOD" (denoting Biological Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) C, expressed in milligrams per liter or parts per million.

2. "COD" (denoting Chemical Oxygen Demand) means the amount of the oxidant consumed is experimentally measured to calculate the equivalent amount of oxygen required by the wastewater for the degradation of the pollutants.

3. City of Nevada Industrial and Commercial Pretreatment Manual This manual sets forth uniform requirements for Users of the Publicly Owned Treatment Works for the City of Nevada [the City] and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403).

4. "Service Charges" are for debt retirement of any existing or future bonded indebtedness which include a minimum monthly charge and a usage charge per 1000 gallon.

5. "Normal domestic wastewater" means wastewater that has a BOD₅ concentration of not more than 200 mg/l, a total suspended solids concentration of not more than 200 mg/l and an ammonia nitrogen concentration of not more than 35 mg/l.

6. "Operation and maintenance" mean all expenditures during the useful life of the wastewater treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed.

7. "Penalty Charge" means those charges assessed a major contributing industry when violations of a Participant's Capacity per the NPDES Permit through the City's permit are billed. These are in addition to any surcharges that have been assessed.

8. "pH" = -log[H⁺]: where [H⁺] denotes the molar hydrogen ion concentration

9. "Replacement" means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

10. "Residential contributor" means any contributor to the City's treatment works whose lot, parcel of real estate or building is used for domestic dwelling purposes only.

11. "Surcharges" are assessed for discharges of a monitored contributors Industrial Waste with concentrations in excess of normal domestic strength sewage and represents the cost of treatment of the load.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Industrial-Monitored: An industrial discharger that:

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

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

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

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

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

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

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

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

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

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

99.09 SERVICE CHARGE

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

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

METER READING DATE	MONTHLY SERVICE FEE
Nov, 2025 All Users, excluding all Burke Marketing Corp. accts	\$19.25
Burke Marketing Corp, (1 acct only) From Effective Date of Allocated Capacity Agreement for Wastewater Services:	**Pursuant to Schedule G of the Allocated Capacity Agreement for Wastewater Services:
Year 1	\$94,211.65
Year 2-20	\$162,235.07

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

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

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

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

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

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

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

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

July 2025	July 2026	July 2027
0.472	0.501	0.516

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

**BOD surcharges shall apply to all Burke Marketing Corporation accounts.

OR

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

July 2025	July 2026	July 2027
0.262	0.270	0.278

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

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

July 2025	July 2026	July 2027
\$1.12	1.15	1.19

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

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

July 2025	July 2026	July 2027
\$1.50	1.55	1.59

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

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

July 2025	July 2026	July 2027
\$1.00	1.03	1.06

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

5. Oil and Grease:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

99.13 RECOVERY OF INCREASED TREATMENT COSTS.

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

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

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

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

99.17. RATES REVIEWED. The City shall review the user charge system at least annually in accordance with the Financial Policy of the City and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and any debt retirement of any existing or future bonded indebtedness and that the system

continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

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

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

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

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

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

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

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

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

ATTEST:

_____, Mayor

Kerin Wright, City Clerk

1st Reading – __

Motion by Council Member __, seconded by Council Member __, to adopt the first reading of Ordinance No. jji (2025/2026).

AYES: __

NAYS: __

ABSENT: __

2nd Reading – __

Motion by Council Member __, seconded Council Member by __, to approve the second reading of Ordinance No. jji (2025/2026).

AYES: __

NAYS: __

ABSENT: __

3rd Reading –

Motion by Council Member __, seconded by Council Member __, to approve the third reading of Ordinance No. jji (2025/2026).

AYES: __

NAYS: __

ABSENT: __

The Mayor declared Ordinance No. jjj (2025/2026) adopted.

~~I certify that the foregoing was published as Ordinance No. jjj (2025/2026) on the day of , 2025.~~

Kerin Wright, City Clerk

SCHEDULE C

NPDES Permit

See attached.

IOWA DEPARTMENT OF NATURAL RESOURCES

National Pollutant Discharge Elimination System (NPDES) Permit

OWNER NAME & ADDRESS
CITY OF NEVADA
CITY HALL, 1209 6TH STREET
NEVADA, IA 50201

FACILITY NAME & ADDRESS
NEVADA CITY OF WWTP
62512 270TH STREET
Nevada, IA 50201

Section 1, T82N, R21W
Story County

IOWA NPDES PERMIT NUMBER: 8562002
DATE OF ISSUANCE: 05/01/2025
DATE OF EXPIRATION: 04/30/2030

**YOU ARE REQUIRED TO FILE FOR RENEWAL
OF THIS PERMIT BY:** 11/01/2029
EPA NUMBER: IA0053648

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

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

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

FOR THE DEPARTMENT OF NATURAL RESOURCES

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

Ben Hucka
NPDES Section, Environmental Services Division

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

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

Receiving Stream: WEST BRANCH INDIAN CREEK

Route of Flow: WEST BRANCH INDIAN CREEK

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

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

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

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Effluent Limitations:

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

001 DISCHARGE FROM AN OXIDATION DITCH WASTEWATER TREATMENT FACILITY

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

Parameter	Season	Limit Type	Limits
CBOD5			
	Yearly	7 Day Average	40 MG/L 1007 LBS/DAY
	Yearly	30 Day Average	25 MG/L 630 LBS/DAY
TOTAL SUSPENDED SOLIDS			
	Yearly	7 Day Average	85% Removal Required 45 MG/L 1133 LBS/DAY
	Yearly	30 Day Average	30 MG/L 756 LBS/DAY
ACUTE TOXICITY, CERIODAPHNIA			
	Yearly	Daily Maximum	1 NO TOXICITY
ACUTE TOXICITY, PIMEPHALES			
	Yearly	Daily Maximum	1 NO TOXICITY
DISSOLVED OXYGEN			
	Yearly	Daily Minimum	5.0 MG/L
PH			
	Yearly	Daily Maximum	9.0 STD UNITS
	Yearly	Daily Minimum	6.5 STD UNITS
E. COLI			
	MAR	Geometric Mean	211 #/100 ML
	APR	Geometric Mean	211 #/100 ML
	MAY	Geometric Mean	211 #/100 ML
	JUN	Geometric Mean	211 #/100 ML
	JUL	Geometric Mean	211 #/100 ML
	AUG	Geometric Mean	211 #/100 ML
	SEP	Geometric Mean	211 #/100 ML
	OCT	Geometric Mean	211 #/100 ML
	NOV	Geometric Mean	211 #/100 ML

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Outfall: 001 Effective Dates: 05/01/2025 to 04/30/2030			
Parameter	Season	Limit Type	Limits
AMMONIA NITROGEN (N)			
	JAN	30 Day Average	3.5 MG/L 87.6 LBS/DAY
	JAN	Daily Maximum	15.2 MG/L 382.8 LBS/DAY
	FEB	30 Day Average	4.1 MG/L 101.6 LBS/DAY
	FEB	Daily Maximum	14.2 MG/L 357.8 LBS/DAY
	MAR	30 Day Average	3.5 MG/L 87.5 LBS/DAY
	MAR	Daily Maximum	14.7 MG/L 370.1 LBS/DAY
	APR	30 Day Average	1.6 MG/L 39.2 LBS/DAY
	APR	Daily Maximum	15.7 MG/L 395.7 LBS/DAY
	MAY	30 Day Average	1.8 MG/L 44.7 LBS/DAY
	MAY	Daily Maximum	15.2 MG/L 382.7 LBS/DAY
	JUN	30 Day Average	1.4 MG/L 33.7 LBS/DAY
	JUN	Daily Maximum	12.7 MG/L 292.2 LBS/DAY
	JUL	30 Day Average	1.0 MG/L 25.8 LBS/DAY
	JUL	Daily Maximum	8.8 MG/L 199.0 LBS/DAY
	AUG	30 Day Average	1.0 MG/L 24.5 LBS/DAY
	AUG	Daily Maximum	8.2 MG/L 186.4 LBS/DAY
	SEP	30 Day Average	1.1 MG/L 27.2 LBS/DAY
	SEP	Daily Maximum	11.3 MG/L 256.9 LBS/DAY
	OCT	30 Day Average	1.6 MG/L 40.0 LBS/DAY
	OCT	Daily Maximum	15.7 MG/L 395.7 LBS/DAY
	NOV	30 Day Average	2.4 MG/L 59.7 LBS/DAY
	NOV	Daily Maximum	14.7 MG/L 370.1 LBS/DAY
	DEC	30 Day Average	2.6 MG/L 63.6 LBS/DAY
	DEC	Daily Maximum	16.0 MG/L 402.2 LBS/DAY

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Monitoring and Reporting Requirements

(a) Samples and measurements taken shall be representative of the volume and nature of the monitored wastewater.

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

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

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

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

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

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

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

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

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

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

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

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Special Monitoring Requirements

Outfall # Description

001 E. COLI

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

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

Samples must be spaced over one calendar month.

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

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

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

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

The geometric mean must be calculated using all valid sample results collected during a month. The geometric mean formula is as follows:
$$\text{Geometric Mean} = (\text{Sample one} * \text{Sample two} * \text{Sample three} * \text{Sample four} * \text{Sample five} \dots \text{Sample N})^{1/N}$$
, which is the Nth root of the result of the multiplication of all of the sample results where N = the number of samples. If a sample result is a less than value, the value reported by the lab without the less than sign should be used in the geometric mean calculation.

CBOD5

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

NITROGEN, TOTAL (AS N)

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

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

ADDITIONAL OPERATING, MONITORING AND REPORTING REQUIREMENTS

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

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

npdes.mail@dmr.iowa.gov

Subject: Additional Monitoring (8562002)

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Significant Industrial User Discharges:

Significant Industrial User: Burke Corporation

Outfall # Outfall Description

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

Significant Industrial User Effluent Limitations

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

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

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Monitoring and Reporting Requirements

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

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

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

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

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

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

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

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Outfall Number: 001

Ceriodaphnia and Pimephales Toxicity Effluent Testing

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

Ceriodaphnia and Pimephales Toxicity Effluent Limits

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

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

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Design Capacity

Design: 1

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

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

Operator Certification Type/Grade: WW/IV

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

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

SEWAGE SLUDGE HANDLING AND DISPOSAL REQUIREMENTS

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

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

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

SIGNIFICANT INDUSTRIAL USER LIMITATIONS, MONITORING AND REPORTING REQUIREMENTS

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

Facility Name: NEVADA CITY OF WWTP

Permit Number: 8562002

Nutrient Reduction Strategy Construction Schedule

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

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

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

npdes.mail@dmr.iowa.gov

Subject: NRS Report (8562002)

STANDARD CONDITIONS

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

STANDARD CONDITIONS

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

STANDARD CONDITIONS

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

SCHEDULE D

Revised Treatment Agreement (IDNR Form 542-3221)

See attached.



IOWA DEPARTMENT OF NATURAL RESOURCES TREATMENT AGREEMENT FORM

NOTICE

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

Significant Industrial User

Name: Burke Corporation

Location Address: 1516 S D Ave, Nevada IA 50201

Email Address: blkoehler@burkecorp.com

Authorized Representative: Brandon Koehler Phone: 515-382-8419

System Receiving Waste

Name: Water Pollution Control Facility

Location Address: 62512 270th St, Nevada IA 50201

Email Address: jcook@cityofnevadaiaowa.org

Authorized Representative: Jordan Cook Phone: 515-382-5466

CERTIFICATION OF INDUSTRIAL USER

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

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

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

Name: Brandon Koehler

Title: Plant Manager

Signature: Brandon Koehler

Digitally signed by Brandon Koehler
DN: cn=Brandon Koehler, ou=Burke Marketing Corp, email=blkoehler@burkecorp.com
Date: 2025.03.26 11:59:28 -0500

Date: 03/26/25

CERTIFICATION OF SYSTEM RECEIVING WASTE

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

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

Name: Jordan Cook

Title: City Administrator

Signature: J. Cook

Date: 3/28/25

Fields on this form are required unless otherwise marked

1. Process Description

Specific Manufacturing Process: Pizza Topping Manufacturing

SIC Codes: 2013

NAICS Codes: 311612

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

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

Principal Products: Meat Crumbles and Meatballs

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

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

3. Days of Operation per Week: 7 Days

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

5. Discharge Beginning Date: Existing Discharge

6. Description of Wastes Discharged and Any Pretreatment Provided

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

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

Production: 24 hours/day discharge continuous

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

8. Additional Information (optional)

Continue to page 3

Fields on this form are required unless otherwise marked

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

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

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

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

INSTRUCTIONS FOR COMPLETION OF PAGE 2-3

Fields on this form are required unless otherwise marked

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

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

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

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

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

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



GOVERNOR, KIM REYNOLDS
LT. GOVERNOR, CHRIS COURNOYER
DIRECTOR, KAYLA LYON

April 17, 2025

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

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

Dear Brandon Kohler:

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

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

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

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

Sincerely,

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

Julie Faas
NPDES Section

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

MEMORANDUM

DATE: April 16, 2025

POTW: Wastewater File #85-62-0-01 – City of Nevada

SIU: 8562001-01 – Burke Corporation

FROM: Julie Faas

RE: Treatment Agreement Review

Introduction

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

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

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

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

Wastewater Sources, Categorization, and Pretreatment

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

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

Table 1: TA Limit Comparison

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

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

Evaluation – Compatible Wastes

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

Months Reviewed: February 2022 – January 2025

Flow

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

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

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

BOD₅ (Biochemical Oxygen Demand, 5-day)

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

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

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

TA Review – Burke to Nevada

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

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

TSS (Total Suspended Solids)

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

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

TKN (Total Kjeldahl Nitrogen)

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

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

pH

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

NH₃-N (Ammonia as Nitrogen)

The proposed TA does not limit NH₃-N.

O&G (Oil and Grease)

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

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

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

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

Summary

The proposed compatible wastes limits are acceptable.

Evaluation – Incompatible Wastes

The proposed TA does not regulate incompatible wastes.

Monitoring

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

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

The requirement for daily flow monitoring will continue.

Conclusion

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

Attachment 1

Compatible Wastes Tables

Table A1-1: Calculations Using Influent Flows & Loads

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

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

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

Attachment 2

Summary of Monitoring and Limits

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

SCHEDULE E

Iowa Department of Natural Resources Treatment Agreement Form

(November 11, 2024)

See attached.



IOWA DEPARTMENT OF NATURAL RESOURCES TREATMENT AGREEMENT FORM

NOTICE

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

Significant Industrial User

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

System Receiving Waste

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

CERTIFICATION OF INDUSTRIAL USER

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

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

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

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

CERTIFICATION OF SYSTEM RECEIVING WASTE

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

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

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

Fields on this form are required unless otherwise marked

1. Process Description

Specific Manufacturing Process: Pizza Topping Manufacturing

SIC Codes: 2013

NAICS Codes: 311612

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

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

Principal Products: Meat Crumbles and Meatballs

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

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

3. Days of Operation per Week: 7 days

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

5. Discharge Beginning Date: Current Discharge

6. Description of Wastes Discharged and Any Pretreatment Provided

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

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

Production: 24 hours/day discharge continuous

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

8. Additional Information (optional)

Continue to page 3

Fields on this form are required unless otherwise marked

9. Limits on pH Level in Contribution: Minimum: _____ Maximum: _____

10. Limits on Compatible Wastes in Contribution (Flow is required for all users. Other parameters may or may not be applicable.)

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

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

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

INSTRUCTIONS FOR COMPLETION OF PAGE 2-3

Fields on this form are required unless otherwise marked

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE F

Penalty Charges

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE G

Cost Share Amortization Schedule

See attached.

City of Nevada, Iowa
Sewer Enterprise Fund

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

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

Blended Rate 3.18%

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

ORDINANCE NO. 1074 (2025/2026)

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

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

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

CHAPTER 99: SEWER USE CHARGES

99.01 PURPOSE.

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

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

1. "BOD" (denoting Biological Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) C, expressed in milligrams per liter or parts per million.
2. "COD" (denoting Chemical Oxygen Demand) means the amount of the oxidant consumed is experimentally measured to calculate the equivalent amount of oxygen required by the wastewater for the degradation of the pollutants.
3. City of Nevada Industrial and Commercial Pretreatment Manual This manual sets forth uniform requirements for Users of the Publicly Owned Treatment Works for the City of Nevada [the City] and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403).
4. "Service Charges" are for debt retirement of any existing or future bonded indebtedness which include a minimum monthly charge and a usage charge per 1000 gallon.
5. "Normal domestic wastewater" means wastewater that has a BOD₅ concentration of not more than 200 mg/l, a total suspended solids concentration of not more than 200 mg/l and an ammonia nitrogen concentration of not more than 35 mg/l.
6. "Operation and maintenance" mean all expenditures during the useful life of the wastewater treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed.
7. "Penalty Charge" means those charges assessed a major contributing industry when violations of a Participant's Capacity per the NPDES Permit through the City's permit are billed. These are in addition to any surcharges that have been assessed.
8. "pH" = -log[H⁺]; where [H⁺] denotes the molar hydrogen ion concentration
9. "Replacement" means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.
10. "Residential contributor" means any contributor to the City's treatment works whose lot, parcel of real estate or building is used for domestic dwelling purposes only.
11. "Surcharges" are assessed for discharges of a monitored contributors Industrial Waste with concentrations in excess of normal domestic strength sewage and represents the cost of treatment of the load.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Industrial-Monitored: An industrial discharger that:

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

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

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

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

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

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

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

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

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

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

99.09 SERVICE CHARGE

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

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

METER READING DATE	MONTHLY SERVICE FEE
Dec, 2025 All Users, excluding all Burke Marketing Corp. accts	\$19.25
Burke Marketing Corp, (1 acct only) From Effective Date of Allocated Capacity Agreement for Wastewater Services:	**Pursuant to Schedule G of the Allocated Capacity Agreement for Wastewater Services:
Year 1	\$94,211.65
Year 2-20	\$162,235.07

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

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

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

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

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

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

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

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

July 2025	July 2026	July 2027
0.472	0.501	0.516

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

**BOD surcharges shall apply to all Burke Marketing Corporation accounts.

OR

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

July 2025	July 2026	July 2027
0.262	0.270	0.278

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

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

July 2025	July 2026	July 2027
\$1.12	1.15	1.19

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

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

July 2025	July 2026	July 2027
\$1.50	1.55	1.59

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

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

July 2025	July 2026	July 2027
\$1.00	1.03	1.06

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

5. Oil and Grease:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

99.13 RECOVERY OF INCREASED TREATMENT COSTS.

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

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

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

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

99.17. RATES REVIEWED. The City shall review the user charge system at least annually in accordance with the Financial Policy of the City and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and any debt retirement of any existing or future bonded indebtedness and that the system

continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

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

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

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

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

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

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

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

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

_____, Mayor

ATTEST:

Kerin Wright, City Clerk

1st Reading – _

Motion by Council Member __, seconded by Council Member __, to adopt the first reading of Ordinance No. 1074 (2025/2026).

AYES: _

NAYS: _

ABSENT: _

2nd Reading – _

Motion by Council Member __, seconded Council Member by __, to approve the second reading of Ordinance No. 1074 (2025/2026).

AYES: _

NAYS: _

ABSENT: _

3rd Reading – _

Motion by Council Member __, seconded by Council Member __, to approve the third reading of Ordinance No. 1074 (2025/2026).

AYES: _

NAYS: _

ABSENT: _

The Mayor declared Ordinance No. 1074 (2025/2026) adopted.

I certify that the foregoing was published as Ordinance No. 1074 (2025/2026) on the __day of __, 2025.

Kerin Wright, City Clerk

RESOLUTION NO. 025 (2025/2026)

~~A RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX
REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF ANNUAL
APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS WHICH SHALL
COME DUE IN THE NEXT SUCCEEDING FISCAL YEAR~~

WHEREAS, the City of Nevada, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Nevada Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the estimated amount of \$108,363 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2026 with respect to the City's Development Agreement (the "Agreement") with On Track Construction, LLC, which was finally approved by resolution of the City Council on October 26, 2020; and

WHEREAS, the City has scheduled payments in the amount up to \$95,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2026 with respect to the City's Development Agreement (the "Agreement") with the Nevada Economic Development Corporation, (membership) which was approve by resolution of the City Council on September 23, 2019; and

WHEREAS, the City has scheduled payments in the estimated amount of \$170,484 (the "Annual Payment") and LMI requirements which shall come due in the fiscal year beginning July 1, 2026 with respect to the City's Development Agreement (the "Agreement") with R. Friedrich and Sons, Inc. which was finally approved by resolution of the City Council on October 28, 2013; and

WHEREAS, the City has scheduled payments in the estimated amount of \$12,086 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2026 with respect to the City's Development Agreement (the "Agreement") with M&R Properties Iowa, LLC, which was finally approved by resolution of the City Council on July 12, 2021; and

WHEREAS, the City has scheduled payments in the estimated amount of \$12,766 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2026 with respect to the City's Development Agreement (the "Agreement") with #2 Mid-States Material Handling & Fabrication, Inc., together with Vier, which was finally approved by resolution of the City Council on November 23, 2020; and;

WHEREAS, the City has scheduled payments in the estimated amount of \$11,529 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2026 with respect to the City's Development Agreement (the "Agreement") with #3 Mid-States Material Handling & Fabrication, Inc., together with Vier, which was finally approved by resolution of the City Council on January 9, 2023; and;

WHEREAS, the City has scheduled payments in the estimated amount of \$9,890 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2026 with respect to the City's Development Agreement (the "Agreement") with WorkIT, which was finally approved by resolution of the City Council on November 12, 2024; and

WHEREAS, the City has scheduled payments in the estimated amount of \$3,355 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2026 with respect to the City's Development Agreement (the "Agreement") with Evie and Seth Peterson, which was finally approved by resolution of the City Council on December 13, 2021; and

WHEREAS, the City has scheduled payments in the estimated amount of \$39,057 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2026 with respect to the City's Development Agreement (the "Agreement") with Verbio Nevada, LLC, which was finally approved by resolution of the City Council on May 22, 2023; and;

WHEREAS, the City has scheduled payments in the estimated amount of \$1,658 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2026 with respect to the City's Development Agreement (the "Agreement") with JLA, LLC and Kathy Kockler, which was finally approved by resolution of the City Council on December 13, 2021; and;

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2026;

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

Section 1. The City Council hereby obligates \$108,363 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2026 and
The City Council hereby obligates \$95,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2026; and
The City Council hereby obligates \$170,484 (estimate) for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2026; and
The City Council hereby obligates \$12,086 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2026; and
The City Council hereby obligates \$12,766 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2026; and
The City Council hereby obligates \$11,529 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2026; and
The City Council hereby obligates \$9,890 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2026; and
The City Council hereby obligates \$3,355 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2026; and
The City Council hereby obligates \$39,057 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2026; and
The City Council hereby obligates \$1,658 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2026; and

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2025 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year. Payments will be made on December 1, 2026 and June 1, 2027 of each fiscal year beginning June, 2027 per agreements.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 10, 2025.

Ryan Condon, Mayor

Attest:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 025 (2025/2026) be adopted.

AYES: —

NAYS: —

ABSENT: —

ABSTAIN: —

The Mayor declared Resolution No. 025 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 025 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 10th day of November, 2025.

Kerin Wright, City Clerk

File copy with Story County Auditor's Office prior to December 1 each year.

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RESOLUTION NO. 026 (2025/2026)**A RESOLUTION APPROVING TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION AND DIRECTING THE CERTIFICATION TO BE FILED NO
LATER THAN DECEMBER 1, 2025**

WHEREAS, the City of Nevada, Iowa, has established the Nevada Urban Renewal Area (The "Urban Renewal Area"), and

WHEREAS, certain improvements have been constructed or are to be constructed within the Urban Renewal Area; and

WHEREAS, The City of Nevada will be requesting less than the maximum legally available within the City; and

WHEREAS, debt has been incurred for the construction of said improvements in the amount of **One million, five hundred fifty-seven thousand, one hundred and thirty-eight dollars (1,557,138).**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa, as follows:

1. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify to the Story County Auditor the Tax Increment Financing (TIF) Indebtedness Certification by December 1, 2025. (See Exhibit "A").
2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

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

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 026 (2025/2026) be adopted.

AYES: __

NAYS: __

ABSENT: __

The Mayor declared Resolution No. 026 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 026 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 10th day of November, 2025.

Kerin Wright, City Clerk

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**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Nevada County: Story

Urban Renewal Area Name: Nevada Urban Renewal Area Tax Increment District

Urban Renewal Area Number: 85005 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 1,557,138

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 10th day of November, 2025

Signature of Authorized Official

Telephone

515-382-5466

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Nevada County: StoryUrban Renewal Area Name: Nevada Urban Renewal Area Tax Increment DistrictUrban Renewal Area Number: 85005 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. OnTrack, West F Subdivision <u>Reso 035 (20/21) October 26, 2020</u> <u>Year 3 of 10 Maximum 1,500,000</u> <u>FY27 payment 108331</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>10/26/2020</u>	<u>108,363</u>
2. Central Business District Project, 2020 Bond <u>Reso 036 (19/20)</u> <u>FY27 Princ-1,140,000/Int-152,500/Fee-450 (Total 1,292,950)</u> <u>For FY27 Payment use \$200,000 reserves</u> <u>Evaluate each year where to pay from</u> ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>4/29/2020</u>	<u>1,092,950</u>
3. NEDC, Membership Agreement <u>FY27 Payment</u> <u>Final Payment, FY30</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11/10/2025</u>	<u>95,000</u>
4. Friedrich Development Agreement, Indian Ridge Subdivision <u>Reso 024 (13/14)</u> <u>FY27 Pymt Dec 26/June 27</u> <u>Final Payment June 1, 2027 or total Pymts equal 800,000</u> <u>Friedrich-956,412 LMI-74,843</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>10/28/2013</u>	<u>170,484</u>
5. JLA, LLC & Kathy Kockler Dev Agrmt <u>Reso 034 (21/22 12/13/2021 Maximum \$20,000</u> <u>FY27 Pymt 2 of 5, Final pymt June 1, 2030</u> <u>FY27 Pymt 1,658</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>12/13/2021</u>	<u>1,658</u>

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 1,468,455

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Nevada County: StoryUrban Renewal Area Name: Nevada Urban Renewal Area Tax Increment DistrictUrban Renewal Area Number: 85005 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. #2 Mid-States Material Handling & Fabrication, Inc (2nd Agreement, addition) <u>Reso 036 (20/21)</u> <u>Pymt 4 of 5, Max 225,000</u> <u>FY27 Pymt #4 Estimate</u> <u>Final Payment June 1, 2028</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11/23/2020</u>	<u>12,766</u>
7. M&R Properties 1710 W K Ave <u>Reso 001 (21/22) July 12, 2021</u> <u>Payment #5 of 6, Last Payment 6/2028</u> <u>Maximum \$50,000</u> <u>FY27 Pymt 12,086</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>7/12/2021</u>	<u>12,086</u>
8. Seith & Evie Peterson (Copper Spaces) 1024 6th St <u>Reso 033 (21/22)</u> <u>Payment 3 of 5, Maximum 67,000</u> <u>FY27 Payment \$3,355</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>12/13/2021</u>	<u>3,355</u>
9. #3 Mid-States Material Handling & Fabrication, Inc (3rd Agrmt-New Offices) <u>Reso 070 (22/23)</u> <u>Pymt #2 of 5, Last Payment FY30 June 2030</u> <u>Maximum 300,000</u> <u>FY27 Pymt estimate 11,529</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>1/9/2023</u>	<u>11,529</u>
10. WorkIT <u>Reso 041 (24/25), amended agrmt (added 2 more years)</u> <u>FY27 Payment 1 of 7</u> <u>Maximum \$50,000</u> <u>FY27 Payment estimate</u> ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11/12/2024</u>	<u>9,890</u>

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 49,626

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Nevada County: StoryUrban Renewal Area Name: Nevada Urban Renewal Area Tax Increment DistrictUrban Renewal Area Number: 85005 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
11. Cutting Edge <u>Reso 102 (22/23)</u> <u>FY27 Pymt estimate 39,057 Pymt 1 of 5</u> <u>Maximum \$75,000</u> <u>Final pymt no later than June 1, 2031 or before if maximum is met</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>5/22/2023</u>	<u>39,057</u>
12. ☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
13. Oak Park ☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
14. South Glen ☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
15. ☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 4.

Total For City TIF Form 1.1 Page 3: 39,057

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

Item # 11
Date: 11/10/25

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

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

PROJECT:
Tributary to West Indian Creek (Project B)

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

APPLICATION NO: 2

PERIOD TO: 10/31/25

PROJECT NO: 191900

CONTRACT DATE: 4/14/2025

DISTRIBUTION TO:
OWNER
ENGINEER
CONTRACTOR

CONTRACT FOR Tributary to West Indian Creek (Project B)
CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$0.00	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
CO 1	10/13/2025	\$21,005.50	
TOTALS		\$21,005.50	\$0.00
Net change by Change Orders		\$21,005.50	

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: *[Signature]*

DATE: 11/10/2025

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 \$137,844.00
2. Net change by Change Orders \$21,005.50
3. CONTRACT SUM TO DATE \$158,849.50
4. TOTAL COMPLETED & STORED TO DATE \$135,009.50
(Column G on G703)
5. RETAINAGE:
a. 3% of completed work \$4,050.29
(Column D + E on G703)
b. 3% of stored material \$0.00
(Column F on G703)
6. TOTAL EARNED LESS RETAINAGE \$130,959.22
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$108,614.78
8. CURRENT PAYMENT DUE \$22,344.44
9. BALANCE TO FINISH, PLUS RETAINAGE \$27,890.29
(Line 3 less Line 6)

AMOUNT CERTIFIED \$22,344.44

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

By: *[Signature]* Date: 10-30-2025

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
 Tributary To West Indian Creek (Project) 57
 Contractor: Con-Struct Inc.

Estimate No. 2 Date: 10/31/2025

Period Ending: 10/31/2025

SHEETING NO. 2		Date: 10/17/2025		CONTRACT					WORK COMPLETED				
NO.	ITEM	UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETE TO DATE	\$ AMOUNT TO DATE	3% RETAINAGE	
1	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 3,050.00	\$ 3,050.00	1.00	\$ 3,050.00	0.00	\$ -	1.00	\$ 3,050.00	\$ 91.50	
2	CLEAR & GRUBBING	LS	1	\$ 21,000.00	\$ 21,000.00	1.00	\$ 21,000.00	0.00	\$ -	1.00	\$ 21,000.00	\$ 630.00	
3	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	400	\$ 18.00	\$ 7,200.00	400.00	\$ 7,200.00	0.00	\$ -	400.00	\$ 7,200.00	\$ 216.00	
4	EXCAVATION CLASS 13, HAIL OFF-SITE	CY	75	\$ 16.00	\$ 1,200.00	75.00	\$ 1,200.00	0.00	\$ -	75.00	\$ 1,200.00	\$ 36.00	
5	EXCAVATION CLASS 13, RESURF OFF-SITE	CY	640	\$ 15.00	\$ 9,600.00	640.00	\$ 9,600.00	0.00	\$ -	640.00	\$ 9,600.00	\$ 288.00	
6	EXCAVATION CLASS 13, REUSE ON-SITE	CY	178	\$ 9.00	\$ 1,602.00	178.00	\$ 1,602.00	0.00	\$ -	178.00	\$ 1,602.00	\$ 48.06	
7	REMOVAL OF SHARED USE PATH	SY	94	\$ 13.00	\$ 1,222.00	94.00	\$ 1,222.00	0.00	\$ -	94.00	\$ 1,222.00	\$ 36.66	
8	SHARED USE PATH REPLACEMENT	SY	94	\$ 154.50	\$ 14,523.00	94.00	\$ 14,523.00	0.00	\$ -	94.00	\$ 14,523.00	\$ 435.69	
9	PERMANENT SEEDING, FERTILIZING & MULCH	SY	269	\$ 2.00	\$ 538.00	0.00	\$ -	0.00	\$ -	2,470.00	\$ 2,470.00	\$ 74.10	
10	TEMPORARY HYDRAULIC SEEDING & MRFM	SY	2,470	\$ 2.00	\$ 4,940.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	
11	PERMANENT HYDRAULIC SEEDING & MRFM	SY	2,200	\$ 2.00	\$ 4,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	
12	WARRANTY, 3 YEARS ESTABLISHED & MAINTENANCE	LS	1	\$ 3,090.00	\$ 3,090.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	
13	SWPPP PREPARATION	LS	1	\$ 1,030.00	\$ 1,030.00	1.00	\$ 1,030.00	0.00	\$ -	1.00	\$ 1,030.00	\$ 30.90	
14	SWPPP MANAGEMENT	LS	1	\$ 6,180.00	\$ 6,180.00	0.50	\$ 3,090.00	0.00	\$ -	0.50	\$ 3,090.00	\$ 92.70	
15	TEMPORARY RECP. TYPE 3B, NATURAL FIBER	SY	494	\$ 3.00	\$ 1,482.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	
16	REPAIR CLASS E	TON	440	\$ 58.00	\$ 25,520.00	440.00	\$ 25,520.00	0.00	\$ -	440.00	\$ 25,520.00	\$ 765.60	
17	REPAIR CLASS E, SOIL CHOKED	TON	50	\$ 58.00	\$ 2,900.00	50.00	\$ 2,900.00	0.00	\$ -	50.00	\$ 2,900.00	\$ 87.00	
18	MACADAM STONE	TON	275	\$ 45.00	\$ 12,375.00	35.00	\$ 1,575.00	0.00	\$ -	35.00	\$ 1,575.00	\$ 47.25	
19	LIMESTONE CROSS VANE	EA	29	\$ 360.00	\$ 10,440.00	29.00	\$ 10,440.00	0.00	\$ -	29.00	\$ 10,440.00	\$ 313.20	
20	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$ 1,700.00	\$ 1,700.00	1.00	\$ 1,700.00	0.00	\$ -	1.00	\$ 1,700.00	\$ 51.00	
21	INLET PROTECTION DEVICE	EA	4	\$ 217.00	\$ 868.00	4.00	\$ 868.00	0.00	\$ -	4.00	\$ 868.00	\$ 26.04	
22	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$ 11.00	\$ 44.00	4.00	\$ 44.00	0.00	\$ -	4.00	\$ 44.00	\$ 13.20	
23	CONSTRUCTION SURVEY	LS	1	\$ 1,910.00	\$ 1,910.00	1.00	\$ 1,910.00	0.00	\$ -	1.00	\$ 1,910.00	\$ 57.30	
24	MOBILIZATION	LS	1	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	0.00	\$ -	1.00	\$ 3,500.00	\$ 105.00	
CO1	REMOVAL OF SHARED USE PATH	SY	38	\$ 13.00	\$ 494.00	38.00	\$ 494.00	0.00	\$ -	38.00	\$ 494.00	\$ 14.82	
CO1	SHARED USE PATH REPLACEMENT	SY	38	\$ 154.50	\$ 5,871.00	38.00	\$ 5,871.00	0.00	\$ -	38.00	\$ 5,871.00	\$ 176.13	
CO1	PERMANENT HYDRAULIC SEEDING & MRFM	SY	220	\$ 2.00	\$ 440.00	226.00	\$ -	0.00	\$ -	226.00	\$ 453.20	\$ 13.68	
CO1	REPAIR CLASS E	TON	226	\$ 58.00	\$ 13,108.00	226.00	\$ -	0.00	\$ -	226.00	\$ 13,108.00	\$ 393.24	
CO1	REPAIR OF STORM SEWER	EA	1	\$ 1,092.50	\$ 1,092.50	1.00	\$ -	0.00	\$ -	1.00	\$ 1,092.50	\$ 32.78	
TOTAL					\$ 158,849.50		\$ 111,974.00		\$ 23,035.50		\$ 135,009.50	\$ 4,050.29	

Item # 12
Date: 11/10/25



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

November 5, 2025

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

Re: Nevada WWTF Improvements – Phase 2: Recommendation on Contractor's Application for Payment No. 42

Dear Jordan:

Attached is an electronic copy of Payment Application No. 42 from Williams Brothers Construction Inc. (WBCI) for the Nevada WWTF Improvements – Phase 2 project. Items included in this application are summarized as follows:

- **General Requirements:** Silt Fence/Ditch Check Removal;
- **Site Work:** Parking Lot Striping;
- **120-Administration Maintenance Building:** No work completed this period;
- **210-Headworks:** No work completed this period;
- **320-Oxidation Ditches:** No work completed this period;
- **320-Oxidation Ditches Flow Splitter:** No work completed this period;
- **350-Secondary Treatment Building:** No work completed this period;;
- **360-Secondary Treatment Chemical Storage Building:** No work completed this period;
- **380-Secondary Clarifiers:** No work completed this period;
- **390-Return Pump Station:** No work completed this period;
- **420-UV Disinfection Building:** No work completed this period;
- **520-Aerobic Digesters:** Silc-TAD System;
- **550-Solids Processing Building:** Permeate, Solids Processing Building, Automatic Fine Screen
- **570-Biosolids Pumping Building:** No work completed this period;
- **580-Biosolids Storage Tanks:** No work completed this period;
- **CO-6:** Contract Time Extension; Extended Job Costs due to Phase 3 delay

The amended total for Pay Application No. 42 is \$348,597.41.

As of this Pay Application, WBCI has been paid approximately 95.4% of the current contract price (not including retainage withheld). As of this Pay Application, all of the time has been used. WBCI is completing punchlist items.

We have reviewed Payment Application No. 42. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming. There have been no issues with certified payroll compliance to date.



Therefore, we recommend full payment of Payment Application No. 42 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.

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

Sincerely,

HR GREEN, INC.

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

Michael Roth, P.E.
Senior Project Manager

Enclosure

Cc : Kerin Wright, City (via email)
Devin Cornish, City (via email)
Kurtis Knapp, WBCI (via email)
Jacob Lee, WBCI (via email)

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF PAGES

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

Telephone:
 Nevada, IA 50201

Fax:

PROJECT Nevada WWTF Improvements Phase 2
 62512 270th Street
 Nevada, IA 50201

Application No. 42
 Period To: October 31, 2025
 PROJECT NOS.:

Distribution to:
 OWNER
 ENGINEER

FROM CONTRACTOR:

Williams Brothers Construction Inc. VIA ENGINEER HR Green Inc.
 P.O. Box 1366
 Peoria, Illinois 61654
 5525 Maple Hay Road, Suite 200
 Johnston, IA 50131

Phone: 515-278-2913

Appl date: October 31, 2025

CONTRACTOR

Fax:

Contract date:

Substantial completion date:

Invoice 10 25 542 42

CONTRACT FOR: General

email - (Jacob Lee) (Kurtis) @wbsinc

CONTRACTORS APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	35,850,000.00
2. Net Change by Change Orders	635,081.27
3. CONTRACT SUM TO DATE (LINE 1 + 2)	36,485,081.27
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G702)	36,305,720.56
5. RETAINAGE:	
a. 5 % of 100% of Contract (Columns D + E on G703)	(1,815,286.03)
b. 5 % of Stored Material (Columns F on G703)	0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	(1,815,286.03)
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	34,490,434.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	(34,141,837.12)
8. CURRENT PAYMENT DUE	348,597.41
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	1,994,646.74
CHANGE ORDER SUMMARY	
Total changes approved in previous months by Owner	297,555.27
Total approved this Month	337,526.00
TOTAL	635,081.27
NET CHANGES by Change Order	635,081.27

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

CONTRACTOR: Williams Brothers Construction Inc.

By: Jacob Lee, Accountant

Date: October 31, 2025

State of Illinois

County of: Peoria

Subscribed and sworn to before me this day of October 31, 2025

Notary Public:

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

348,597.41

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

Engineer: HR Green

By: William Lee

Date: 11/5/25

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

P.133

CONTINUATION SHEET										Application No. 42		PER TO: October 31, 2025		October 31, 2025		0.00	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Line	Spec	NO.	NAME	UNIT	QTY	UNIT PRICE	AMOUNT	PERCENT	STORAGE	STORAGE	STORAGE	STORAGE	STORAGE	STORAGE	STORAGE	STORAGE	STORAGE
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
59	22	0500	4" DRAIN	LF	13,960.00	12.96	180,960.00	100%	180,960.00	100%	180,960.00	100%	180,960.00	100%	180,960.00	100%	180,960.00
60	22	0500	6" DRAIN	LF	41,600.00	12.96	538,800.00	100%	538,800.00	100%	538,800.00	100%	538,800.00	100%	538,800.00	100%	538,800.00
61	22	0500	6" DRAIN	LF	31,200.00	12.96	404,400.00	100%	404,400.00	100%	404,400.00	100%	404,400.00	100%	404,400.00	100%	404,400.00
62	22	0500	6" WAS	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00
63	22	0500	6" CL ANTER SCUM X 3	LF	16,200.00	12.96	210,000.00	100%	210,000.00	100%	210,000.00	100%	210,000.00	100%	210,000.00	100%	210,000.00
64	22	0500	6" CL ANTER DRAIN 350-390	LF	4,000.00	12.96	51,840.00	100%	51,840.00	100%	51,840.00	100%	51,840.00	100%	51,840.00	100%	51,840.00
65	22	0500	6" CUM R5 SEC TRT BLDG	LF	17,600.00	12.96	228,096.00	100%	228,096.00	100%	228,096.00	100%	228,096.00	100%	228,096.00	100%	228,096.00
66	22	0500	6" ALP MBT BLOWERS	LF	32,000.00	12.96	415,680.00	100%	415,680.00	100%	415,680.00	100%	415,680.00	100%	415,680.00	100%	415,680.00
67	22	0500	8" PAD 320-390	LF	30,000.00	12.96	388,800.00	100%	388,800.00	100%	388,800.00	100%	388,800.00	100%	388,800.00	100%	388,800.00
68	22	0500	10" RETURN SLUDGE CLAR SEC TRT	LF	14,756.93	12.96	191,355.00	100%	191,355.00	100%	191,355.00	100%	191,355.00	100%	191,355.00	100%	191,355.00
69	22	0500	10" ALP	LF	13,263.07	12.96	171,855.00	100%	171,855.00	100%	171,855.00	100%	171,855.00	100%	171,855.00	100%	171,855.00
70	22	0500	10" ALP	LF	62,400.00	12.96	808,800.00	100%	808,800.00	100%	808,800.00	100%	808,800.00	100%	808,800.00	100%	808,800.00
71	22	0500	12" DRAIN	LF	46,800.00	12.96	607,488.00	100%	607,488.00	100%	607,488.00	100%	607,488.00	100%	607,488.00	100%	607,488.00
72	22	0500	12" BAS 320-350	LF	9,000.00	12.96	116,640.00	100%	116,640.00	100%	116,640.00	100%	116,640.00	100%	116,640.00	100%	116,640.00
73	22	0500	12" DRAIN 580-SAN6	LF	9,000.00	12.96	116,640.00	100%	116,640.00	100%	116,640.00	100%	116,640.00	100%	116,640.00	100%	116,640.00
74	22	0500	18" DSL 580-570 X 2	LF	18,000.00	12.96	233,280.00	100%	233,280.00	100%	233,280.00	100%	233,280.00	100%	233,280.00	100%	233,280.00
75	22	0500	20" DSL 580-570 X 2	LF	13,000.00	12.96	168,480.00	100%	168,480.00	100%	168,480.00	100%	168,480.00	100%	168,480.00	100%	168,480.00
76	22	0500	20" SECONDARY CLAR 45 X 3 (CONCRETE ENCL)	LF	61,031.00	12.96	791,355.00	100%	791,355.00	100%	791,355.00	100%	791,355.00	100%	791,355.00	100%	791,355.00
77	22	0500	20" SECONDARY CLAR 45 X 3 (CONCRETE ENCL)	LF	22,969.00	12.96	297,855.00	100%	297,855.00	100%	297,855.00	100%	297,855.00	100%	297,855.00	100%	297,855.00
78	22	0500	24" AT OXID DITCH 45 X 3	LF	49,458.59	12.96	641,555.00	100%	641,555.00	100%	641,555.00	100%	641,555.00	100%	641,555.00	100%	641,555.00
79	22	0500	24" AT OXID DITCH 45 X 3	LF	15,541.41	12.96	201,355.00	100%	201,355.00	100%	201,355.00	100%	201,355.00	100%	201,355.00	100%	201,355.00
80	22	0500	30" OE 320-350 (CONCRETE ENCL)	LF	78,586.51	12.96	1,018,555.00	100%	1,018,555.00	100%	1,018,555.00	100%	1,018,555.00	100%	1,018,555.00	100%	1,018,555.00
81	22	0500	30" OE 320-350 (CONCRETE ENCL)	LF	58,113.49	12.96	752,355.00	100%	752,355.00	100%	752,355.00	100%	752,355.00	100%	752,355.00	100%	752,355.00
82	22	0500	30" FGE 420-50X14 CROSS	LF	41,785.52	12.96	541,355.00	100%	541,355.00	100%	541,355.00	100%	541,355.00	100%	541,355.00	100%	541,355.00
83	22	0500	30" FGE 420-50X14 CROSS	LF	13,414.48	12.96	173,855.00	100%	173,855.00	100%	173,855.00	100%	173,855.00	100%	173,855.00	100%	173,855.00
84	22	0500	30" FGE 420-50X14 CROSS	LF	6,000.00	12.96	77,760.00	100%	77,760.00	100%	77,760.00	100%	77,760.00	100%	77,760.00	100%	77,760.00
85	22	0500	30" SAN DNE	LF	35,600.00	12.96	461,355.00	100%	461,355.00	100%	461,355.00	100%	461,355.00	100%	461,355.00	100%	461,355.00
86	22	0500	36" SANITARY 410-520	LF	26,880.00	12.96	348,855.00	100%	348,855.00	100%	348,855.00	100%	348,855.00	100%	348,855.00	100%	348,855.00
87	22	0500	SECONDARY CLAR EFF CROSS 125-30 IN	LF	4,354.21	12.96	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00
88	22	0500	SECONDARY CLAR EFF CROSS 125-30 IN	LF	22,046.95	12.96	285,855.00	100%	285,855.00	100%	285,855.00	100%	285,855.00	100%	285,855.00	100%	285,855.00
89	22	0500	SECONDARY CLAR EFF CROSS 125-30 IN	LF	22,046.95	12.96	285,855.00	100%	285,855.00	100%	285,855.00	100%	285,855.00	100%	285,855.00	100%	285,855.00
90	22	0500	SECONDARY CLAR EFF CROSS 125-30 IN	LF	1,807.52	12.96	23,505.00	100%	23,505.00	100%	23,505.00	100%	23,505.00	100%	23,505.00	100%	23,505.00
91	22	0500	SECONDARY CLAR EFF CROSS 125-30 IN	LF	4,354.21	12.96	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00
92	22	0500	SECONDARY CLAR EFF CROSS 125-30 IN	LF	5,615.00	12.96	72,760.00	100%	72,760.00	100%	72,760.00	100%	72,760.00	100%	72,760.00	100%	72,760.00
93	22	0500	SECONDARY CLAR EFF CROSS 125-30 IN	LF	4,354.21	12.96	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00
94	22	0500	SECONDARY CLAR EFF CROSS 125-30 IN	LF	4,354.21	12.96	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00	100%	56,455.00
95	22	0500	STORM SEWER RCP 12 IN	LF	15,664.00	12.96	202,855.00	100%	202,855.00	100%	202,855.00	100%	202,855.00	100%	202,855.00	100%	202,855.00
96	22	0500	STORM SEWER RCP 12 IN	LF	25,600.00	12.96	331,355.00	100%	331,355.00	100%	331,355.00	100%	331,355.00	100%	331,355.00	100%	331,355.00
97	22	0500	STORM SEWER RCP 24 IN	LF	17,380.00	12.96	225,355.00	100%	225,355.00	100%	225,355.00	100%	225,355.00	100%	225,355.00	100%	225,355.00
98	22	0500	STORM SEWER RCP 30 IN	LF	42,970.00	12.96	557,355.00	100%	557,355.00	100%	557,355.00	100%	557,355.00	100%	557,355.00	100%	557,355.00
99	22	0500	STORM SEWER RCP 36 IN	LF	8,100.00	12.96	105,000.00	100%	105,000.00	100%	105,000.00	100%	105,000.00	100%	105,000.00	100%	105,000.00
100	22	0500	STORM SEWER RCP 42 IN	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00
101	22	0500	STORM SEWER RCP 42 IN	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00
102	22	0500	STORM SEWER RCP 42 IN	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00
103	22	0500	STORM SEWER RCP 42 IN	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00
104	22	0500	STORM SEWER RCP 42 IN	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00
105	22	0500	STORM SEWER RCP 42 IN	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00
106	22	0500	STORM SEWER RCP 42 IN	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00
107	22	0500	STORM SEWER RCP 42 IN	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00
108	22	0500	STORM SEWER RCP 42 IN	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00
109	22	0500	STORM SEWER RCP 42 IN	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00
110	22	0500	STORM SEWER RCP 42 IN	LF	3,000.00	12.96	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00	100%	38,880.00

CONTINUATION SHEET				Application No. 42		PER. TO: October 31, 2025		ENGINEER'S PROJECT NO.		October 31, 2025		0.00	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
LINE	NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE
141	12	STORM INLET, SW-502, 60 IN.	L&M	1	6,600.00	6,600.00	100%	6,600.00	100%	6,600.00	100%	6,600.00	100%
142	12	STORM INLET, SW-508	L&M	1	7,400.00	7,400.00	100%	7,400.00	100%	7,400.00	100%	7,400.00	100%
143	12	STORM INLET, SW-510	L&M	1	10,100.00	10,100.00	100%	10,100.00	100%	10,100.00	100%	10,100.00	100%
144	12	STORM INLET, SW-512, 24 IN.	L&M	1	2,625.00	2,625.00	100%	2,625.00	100%	2,625.00	100%	2,625.00	100%
145	12	STORM INLET, SW-513	L&M	1	20,750.00	20,750.00	100%	20,750.00	100%	20,750.00	100%	20,750.00	100%
146	12	STORM INLET, SW-514	L&M	1	3,800.00	3,800.00	100%	3,800.00	100%	3,800.00	100%	3,800.00	100%
147	12	STORM INLET, SW-515	L&M	1	22,750.00	22,750.00	100%	22,750.00	100%	22,750.00	100%	22,750.00	100%
148	12	STORM INLET, SW-516	L&M	1	12,500.00	12,500.00	100%	12,500.00	100%	12,500.00	100%	12,500.00	100%
149	12	STORM INLET, SW-517	L&M	1	10,111.11	10,111.11	100%	10,111.11	100%	10,111.11	100%	10,111.11	100%
150	12	STORM INLET, SW-518	L&M	1	24,000.00	24,000.00	100%	24,000.00	100%	24,000.00	100%	24,000.00	100%
151	12	STORM INLET, SW-519	L&M	1	316,488.00	316,488.00	100%	316,488.00	100%	316,488.00	100%	316,488.00	100%
152	12	STORM INLET, SW-520	L&M	1	71,000.00	71,000.00	100%	71,000.00	100%	71,000.00	100%	71,000.00	100%
153	12	STORM INLET, SW-521	L&M	1	0.00	0.00	0%	0.00	0%	0.00	0%	0.00	0%
154	12	STORM INLET, SW-522	L&M	1	24,950.00	24,950.00	100%	24,950.00	100%	24,950.00	100%	24,950.00	100%
155	12	STORM INLET, SW-523	L&M	1	357,500.00	357,500.00	100%	357,500.00	100%	357,500.00	100%	357,500.00	100%
156	12	STORM INLET, SW-524	L&M	1	19,200.00	19,200.00	100%	19,200.00	100%	19,200.00	100%	19,200.00	100%
157	12	STORM INLET, SW-525	L&M	1	968,875.00	968,875.00	100%	968,875.00	100%	968,875.00	100%	968,875.00	100%
158	12	STORM INLET, SW-526	L&M	1	503,750.00	503,750.00	100%	503,750.00	100%	503,750.00	100%	503,750.00	100%
159	12	STORM INLET, SW-527	L&M	1	3,000.00	3,000.00	100%	3,000.00	100%	3,000.00	100%	3,000.00	100%
160	12	STORM INLET, SW-528	L&M	1	10,975.00	10,975.00	100%	10,975.00	100%	10,975.00	100%	10,975.00	100%
161	12	STORM INLET, SW-529	L&M	1	11,760.00	11,760.00	100%	11,760.00	100%	11,760.00	100%	11,760.00	100%
162	12	STORM INLET, SW-530	L&M	1	780.00	780.00	100%	780.00	100%	780.00	100%	780.00	100%
163	12	STORM INLET, SW-531	L&M	1	8,800.00	8,800.00	100%	8,800.00	100%	8,800.00	100%	8,800.00	100%
164	12	STORM INLET, SW-532	L&M	1	1,350.00	1,350.00	100%	1,350.00	100%	1,350.00	100%	1,350.00	100%
165	12	STORM INLET, SW-533	L&M	1	18,000.00	18,000.00	100%	18,000.00	100%	18,000.00	100%	18,000.00	100%
166	12	STORM INLET, SW-534	L&M	1	8,800.00	8,800.00	100%	8,800.00	100%	8,800.00	100%	8,800.00	100%
167	12	STORM INLET, SW-535	L&M	1	23,375.00	23,375.00	100%	23,375.00	100%	23,375.00	100%	23,375.00	100%
168	12	STORM INLET, SW-536	L&M	1	17,875.00	17,875.00	100%	17,875.00	100%	17,875.00	100%	17,875.00	100%
169	12	STORM INLET, SW-537	L&M	1	9,600.00	9,600.00	100%	9,600.00	100%	9,600.00	100%	9,600.00	100%
170	12	STORM INLET, SW-538	L&M	1	33,475.00	33,475.00	100%	33,475.00	100%	33,475.00	100%	33,475.00	100%
171	12	STORM INLET, SW-539	L&M	1	0.00	0.00	0%	0.00	0%	0.00	0%	0.00	0%
172	12	STORM INLET, SW-540	L&M	1	39,750.00	39,750.00	100%	39,750.00	100%	39,750.00	100%	39,750.00	100%
173	12	STORM INLET, SW-541	L&M	1	45,027.88	45,027.88	100%	45,027.88	100%	45,027.88	100%	45,027.88	100%
174	12	STORM INLET, SW-542	L&M	1	1,350.00	1,350.00	100%	1,350.00	100%	1,350.00	100%	1,350.00	100%
175	12	STORM INLET, SW-543	L&M	1	44,248.50	44,248.50	100%	44,248.50	100%	44,248.50	100%	44,248.50	100%
176	12	STORM INLET, SW-544	L&M	1	54,075.50	54,075.50	100%	54,075.50	100%	54,075.50	100%	54,075.50	100%
177	12	STORM INLET, SW-545	L&M	1	90,625.50	90,625.50	100%	90,625.50	100%	90,625.50	100%	90,625.50	100%
178	12	STORM INLET, SW-546	L&M	1	7,426.50	7,426.50	100%	7,426.50	100%	7,426.50	100%	7,426.50	100%
179	12	STORM INLET, SW-547	L&M	1	23,135.00	23,135.00	100%	23,135.00	100%	23,135.00	100%	23,135.00	100%
180	12	STORM INLET, SW-548	L&M	1	8,000.00	8,000.00	100%	8,000.00	100%	8,000.00	100%	8,000.00	100%
181	12	STORM INLET, SW-549	L&M	1	60,000.00	60,000.00	100%	60,000.00	100%	60,000.00	100%	60,000.00	100%
182	12	STORM INLET, SW-550	L&M	1	117,000.00	117,000.00	100%	117,000.00	100%	117,000.00	100%	117,000.00	100%
183	12	STORM INLET, SW-551	L&M	1	5,158.85	5,158.85	100%	5,158.85	100%	5,158.85	100%	5,158.85	100%
184	12	STORM INLET, SW-552	L&M	1	24,725.00	24,725.00	100%	24,725.00	100%	24,725.00	100%	24,725.00	100%
185	12	STORM INLET, SW-553	L&M	1	15,875.00	15,875.00	100%	15,875.00	100%	15,875.00	100%	15,875.00	100%
186	12	STORM INLET, SW-554	L&M	1	13,875.00	13,875.00	100%	13,875.00	100%	13,875.00	100%	13,875.00	100%
187	12	STORM INLET, SW-555	L&M	1	0.00	0.00	0%	0.00	0%	0.00	0%	0.00	0%
188	12	STORM INLET, SW-556	L&M	1	19,865.50	19,865.50	100%	19,865.50	100%	19,865.50	100%	19,865.50	100%
189	12	STORM INLET, SW-557	L&M	1	7,251.39	7,251.39	100%	7,251.39	100%	7,251.39	100%	7,251.39	100%
190	12	STORM INLET, SW-558	L&M	1	765.15	765.15	100%	765.15	100%	765.15	100%	765.15	100%
191	12	STORM INLET, SW-559	L&M	1	2,212.43	2,212.43	100%	2,212.43	100%	2,212.43	100%	2,212.43	100%
192	12	STORM INLET, SW-560	L&M	1	2,701.28	2,701.28	100%	2,701.28	100%	2,701.28	100%	2,701.28	100%
193	12	STORM INLET, SW-561	L&M	1	4,531.28	4,531.28	100%	4,531.28	100%	4,531.28	100%	4,531.28	100%
194	12	STORM INLET, SW-562	L&M	1	371.35	371.35	100%	371.35	100%	371.35	100%	371.35	100%
195	12	STORM INLET, SW-563	L&M	1	1,156.65	1,156.65	100%	1,156.65	100%	1,156.65	100%	1,156.65	100%
196	12	STORM INLET, SW-564	L&M	1	400.00	400.00	100%	400.00	100%	400.00	100%	400.00	100%
197	12	STORM INLET, SW-565	L&M	1	5,880.00	5,880.00	100%	5,880.00	100%	5,880.00	100%	5,880.00	100%
198	12	STORM INLET, SW-566	L&M	1	955.64	955.64	100%	955.64	100%	955.64	100%	955.64	100%
199	12	STORM INLET, SW-567	L&M	1	1,356.60	1,356.60	100%	1,356.60	100%	1,356.60	100%	1,356.60	100%
200	12	STORM INLET, SW-568	L&M	1	795.75	795.75	100%	795.75	100%	795.75	100%	795.75	100%
201	12	STORM INLET, SW-569	L&M	1	693.75	693.75	100%	693.75	100%	693.75	100%	693.75	100%

CONTINUATION SHEET										Application No. 42		PER JO: October 31, 2025		0.00	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spec	Item	Unit	Quantity	Material	Supplier	Schedule	Work Comp	Period	Material	Total Cost	Comp	Balance	Balance	Balance	Balance
4	Spec	Unit	Quantity	Material	Supplier	Schedule	Work Comp	Period	Material	Total Cost	Comp	Balance	Balance	Balance	Balance
163.07	2500	120	120	Weather Barriers	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
164.07	2500	120	120	Weather Barriers	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
165.08	1113	120	120	Weather Barriers	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
166.08	1113	120	120	Weather Barriers	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
167.08	1116	120	120	Aluminum Doors and Frames	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
168.08	1116	120	120	Aluminum Doors and Frames	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
169.08	4313	120	120	Aluminum-Framed Stormfronts	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
170.08	4313	120	120	Aluminum-Framed Stormfronts	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
171.08	7102	120	120	Door Hardware	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
172.08	7102	120	120	Door Hardware	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
173.08	3323	120	120	Overhead Ceiling Doors/Sectional Doors	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
174.08	3323	120	120	Overhead Ceiling Doors/Sectional Doors	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
175.08	3000	120	120	Gleazing	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
176.08	2116	120	120	Gypsum Board Assemblies	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
177.08	2116	120	120	Gypsum Board Assemblies	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
178.08	3000	120	120	Gleazing	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
179.08	3000	120	120	Gleazing	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
180.08	6500	120	120	Resilient Flooring	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
181.08	6500	120	120	Resilient Flooring	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
182.08	5100	120	120	Acoustical Ceiling	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
183.08	5100	120	120	Acoustical Ceiling	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
184.08	2300	120	120	Wall Coverings	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
185.08	2300	120	120	Wall Coverings	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
186.08	3000	120	120	Paints and Coatings	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
187.08	3000	120	120	Paints and Coatings	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
188.08	1400	120	120	Shingles	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
189.08	1400	120	120	Shingles	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
190.08	2113	120	120	Plastic Toilet Compartments	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
191.08	2113	120	120	Plastic Toilet Compartments	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
192.08	2800	120	120	Toilet and Bath Accessories	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
193.08	2800	120	120	Toilet and Bath Accessories	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
194.08	4400	120	120	Fire Protection Specialties	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
195.08	4400	120	120	Fire Protection Specialties	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
196.08	5113	120	120	Metal Lockers	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
197.08	5113	120	120	Metal Lockers	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
198.08	5533	120	120	Laboratory Furniture	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
199.08	5533	120	120	Laboratory Furniture	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
200.08	2400	120	120	Window Shades	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
201.08	3419	120	120	Metal Building System	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
202.08	3419	120	120	Metal Building System	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
203.08	3419	120	120	Metal Building System	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
204.08	0500	120	120	Fire Suppression	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
205.08	0500	120	120	Fire Suppression	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
206.08	0500	120	120	Basic Mechanical Requirements	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
207.08	0500	120	120	Basic Mechanical Requirements	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
208.08	0500	120	120	Hanger and Supports	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
209.08	0500	120	120	Hanger and Supports	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
210.08	0500	120	120	ID for Plumbing Pipe/equipment	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
211.08	0500	120	120	ID for Plumbing Pipe/equipment	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
212.08	0719	120	120	Plumbing Fitting Insulation	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
213.08	0719	120	120	Plumbing Fitting Insulation	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		
214.08	1065	120	120	Plumbing Fitting	Williams Brothers Construction	2,348.00	2,348.00			2,348.00	100%	0.00	117.40		

CONTINUATION SHEET									
1	2	3	4	5	6	7	8	9	10
Spec	NO.	DESCRIPTION	SUPPLIER	QUANTITY	UNIT PRICE	AMOUNT	PERIOD	STORAGE	PERCENTAGE
3	NO.	DESCRIPTION	SUPPLIER	QUANTITY	UNIT PRICE	AMOUNT	PERIOD	STORAGE	PERCENTAGE
215	22	1006 120 Plumbing, Plumb Specialties	M	13,680.00	13,680.00	6,125.00	100%	0.00	684.00
216	22	1006 120 Plumbing, Plumb Specialties	L	6,125.00	6,125.00	19,000.00	100%	0.00	306.25
217	22	1006 120 Plumbing, Plumb Specialties	M	19,000.00	19,000.00	3,780.00	100%	0.00	189.00
218	22	1006 120 Plumbing, Plumb Specialties	L	3,780.00	3,780.00	7,965.00	100%	0.00	398.25
219	22	1006 120 Plumbing, Plumb Specialties	M	7,965.00	7,965.00	3,000.00	100%	0.00	150.00
220	22	1006 120 Plumbing, Plumb Specialties	L	3,000.00	3,000.00	5,245.00	100%	0.00	262.25
221	23	1006 120 Plumbing, Plumb Specialties	M	5,245.00	5,245.00	4,700.00	100%	0.00	23.50
222	23	1006 120 Plumbing, Plumb Specialties	L	4,700.00	4,700.00	1,050.00	100%	0.00	52.50
223	23	1006 120 Plumbing, Plumb Specialties	M	1,050.00	1,050.00	1,950.00	100%	0.00	97.50
224	23	1006 120 Plumbing, Plumb Specialties	L	1,950.00	1,950.00	1,680.00	100%	0.00	84.00
225	23	1006 120 Plumbing, Plumb Specialties	M	1,680.00	1,680.00	5,575.00	100%	0.00	278.75
226	23	1006 120 Plumbing, Plumb Specialties	L	5,575.00	5,575.00	11,560.00	100%	0.00	578.00
227	23	1006 120 Plumbing, Plumb Specialties	M	11,560.00	11,560.00	4,030.00	100%	0.00	201.50
228	23	1006 120 Plumbing, Plumb Specialties	L	4,030.00	4,030.00	14,665.00	100%	0.00	733.25
229	23	1006 120 Plumbing, Plumb Specialties	M	14,665.00	14,665.00	15,900.00	100%	0.00	795.00
230	23	1006 120 Plumbing, Plumb Specialties	L	15,900.00	15,900.00	1,975.00	100%	0.00	98.75
231	23	1006 120 Plumbing, Plumb Specialties	M	1,975.00	1,975.00	1,840.00	100%	0.00	92.00
232	23	1006 120 Plumbing, Plumb Specialties	L	1,840.00	1,840.00	16,380.00	100%	0.00	819.00
233	23	1006 120 Plumbing, Plumb Specialties	M	16,380.00	16,380.00	3,745.00	100%	0.00	187.25
234	23	1006 120 Plumbing, Plumb Specialties	L	3,745.00	3,745.00	16,800.00	100%	0.00	840.00
235	23	1006 120 Plumbing, Plumb Specialties	M	16,800.00	16,800.00	5,090.00	100%	0.00	254.50
236	23	1006 120 Plumbing, Plumb Specialties	L	5,090.00	5,090.00	8,865.00	100%	0.00	443.25
237	23	1006 120 Plumbing, Plumb Specialties	M	8,865.00	8,865.00	2,095.00	100%	0.00	104.75
238	23	1006 120 Plumbing, Plumb Specialties	L	2,095.00	2,095.00	10,725.00	100%	0.00	536.25
239	23	1006 120 Plumbing, Plumb Specialties	M	10,725.00	10,725.00	12,600.00	100%	0.00	630.00
240	23	1006 120 Plumbing, Plumb Specialties	L	12,600.00	12,600.00	23,400.00	100%	0.00	1,170.00
241	23	1006 120 Plumbing, Plumb Specialties	M	23,400.00	23,400.00	7,140.00	100%	0.00	357.00
242	23	1006 120 Plumbing, Plumb Specialties	L	7,140.00	7,140.00	34,515.00	100%	0.00	1,725.75
243	23	1006 120 Plumbing, Plumb Specialties	M	34,515.00	34,515.00	945.00	100%	0.00	47.25
244	23	1006 120 Plumbing, Plumb Specialties	L	945.00	945.00	5,680.00	100%	0.00	283.00
245	23	1006 120 Plumbing, Plumb Specialties	M	5,680.00	5,680.00	250.00	100%	0.00	12.50
246	23	1006 120 Plumbing, Plumb Specialties	L	250.00	250.00	945.00	100%	0.00	47.25
247	23	1006 120 Plumbing, Plumb Specialties	M	945.00	945.00	34,515.00	100%	0.00	1,725.75
248	23	1006 120 Plumbing, Plumb Specialties	L	34,515.00	34,515.00	189,250.00	100%	0.00	9,462.50
249	23	1006 120 Plumbing, Plumb Specialties	M	189,250.00	189,250.00	24,325.00	100%	0.00	1,216.25
250	23	1006 120 Plumbing, Plumb Specialties	L	24,325.00	24,325.00	9,760.00	100%	0.00	488.00
251	23	1006 120 Plumbing, Plumb Specialties	M	9,760.00	9,760.00	3,300.00	100%	0.00	165.00
252	23	1006 120 Plumbing, Plumb Specialties	L	3,300.00	3,300.00	11,900.00	100%	0.00	595.00
253	23	1006 120 Plumbing, Plumb Specialties	M	11,900.00	11,900.00	1,100.00	100%	0.00	55.00
254	23	1006 120 Plumbing, Plumb Specialties	L	1,100.00	1,100.00	210,600.00	100%	0.00	10,530.00
255	23	1006 120 Plumbing, Plumb Specialties	M	210,600.00	210,600.00	3,150.00	100%	0.00	157.50
256	23	1006 120 Plumbing, Plumb Specialties	L	3,150.00	3,150.00	33,700.00	100%	0.00	1,685.00
257	23	1006 120 Plumbing, Plumb Specialties	M	33,700.00	33,700.00	9,622.50	100%	0.00	481.25
258	23	1006 120 Plumbing, Plumb Specialties	L	9,622.50	9,622.50	8,865.00	100%	0.00	443.25
259	23	1006 120 Plumbing, Plumb Specialties	M	8,865.00	8,865.00	80,125.00	100%	0.00	4,006.25
260	23	1006 120 Plumbing, Plumb Specialties	L	80,125.00	80,125.00	84,375.00	100%	0.00	4,218.75
261	23	1006 120 Plumbing, Plumb Specialties	M	84,375.00	84,375.00	6,725.00	100%	0.00	336.25
262	23	1006 120 Plumbing, Plumb Specialties	L	6,725.00	6,725.00	6,725.00	100%	0.00	336.25

CONTINUATION SHEET										Application No.	42	PER. TO:	October 31, 2025	0.00
3	2	1	4	5	6	7	8	9	10	11	12	13	14	15
Spec	NO.	Item	UNIT	QTY	UNIT PRICE	AMOUNT	PERCENT	DATE	DATE	DATE	DATE	DATE	DATE	DATE
3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
256	31	1000	Excavation	1	5,000.00	5,000.00	100%							
257	31	1000	Excavation	1	5,000.00	5,000.00	100%							
258	31	1000	Excavation	1	5,000.00	5,000.00	100%							
259	31	1000	Excavation	1	5,000.00	5,000.00	100%							
260	31	1000	Excavation	1	5,000.00	5,000.00	100%							
261	31	1000	Excavation	1	5,000.00	5,000.00	100%							
262	31	1000	Excavation	1	5,000.00	5,000.00	100%							
263	31	1000	Excavation	1	5,000.00	5,000.00	100%							
264	31	1000	Excavation	1	5,000.00	5,000.00	100%							
265	31	1000	Excavation	1	5,000.00	5,000.00	100%							
266	31	1000	Excavation	1	5,000.00	5,000.00	100%							
267	31	1000	Excavation	1	5,000.00	5,000.00	100%							
268	31	1000	Excavation	1	5,000.00	5,000.00	100%							
269	31	1000	Excavation	1	5,000.00	5,000.00	100%							
270	31	1000	Excavation	1	5,000.00	5,000.00	100%							
271	31	1000	Excavation	1	5,000.00	5,000.00	100%							
272	31	1000	Excavation	1	5,000.00	5,000.00	100%							
273	31	1000	Excavation	1	5,000.00	5,000.00	100%							
274	31	1000	Excavation	1	5,000.00	5,000.00	100%							
275	31	1000	Excavation	1	5,000.00	5,000.00	100%							
276	31	1000	Excavation	1	5,000.00	5,000.00	100%							
277	31	1000	Excavation	1	5,000.00	5,000.00	100%							
278	31	1000	Excavation	1	5,000.00	5,000.00	100%							
279	31	1000	Excavation	1	5,000.00	5,000.00	100%							
280	31	1000	Excavation	1	5,000.00	5,000.00	100%							
281	31	1000	Excavation	1	5,000.00	5,000.00	100%							
282	31	1000	Excavation	1	5,000.00	5,000.00	100%							
283	31	1000	Excavation	1	5,000.00	5,000.00	100%							
284	31	1000	Excavation	1	5,000.00	5,000.00	100%							
285	31	1000	Excavation	1	5,000.00	5,000.00	100%							
286	31	1000	Excavation	1	5,000.00	5,000.00	100%							
287	31	1000	Excavation	1	5,000.00	5,000.00	100%							
288	31	1000	Excavation	1	5,000.00	5,000.00	100%							
289	31	1000	Excavation	1	5,000.00	5,000.00	100%							
290	31	1000	Excavation	1	5,000.00	5,000.00	100%							
291	31	1000	Excavation	1	5,000.00	5,000.00	100%							
292	31	1000	Excavation	1	5,000.00	5,000.00	100%							
293	31	1000	Excavation	1	5,000.00	5,000.00	100%							
294	31	1000	Excavation	1	5,000.00	5,000.00	100%							
295	31	1000	Excavation	1	5,000.00	5,000.00	100%							
296	31	1000	Excavation	1	5,000.00	5,000.00	100%							
297	31	1000	Excavation	1	5,000.00	5,000.00	100%							
298	31	1000	Excavation	1	5,000.00	5,000.00	100%							
299	31	1000	Excavation	1	5,000.00	5,000.00	100%							
300	31	1000	Excavation	1	5,000.00	5,000.00	100%							
301	31	1000	Excavation	1	5,000.00	5,000.00	100%							
302	31	1000	Excavation	1	5,000.00	5,000.00	100%							
303	31	1000	Excavation	1	5,000.00	5,000.00	100%							
304	31	1000	Excavation	1	5,000.00	5,000.00	100%							
305	31	1000	Excavation	1	5,000.00	5,000.00	100%							
306	31	1000	Excavation	1	5,000.00	5,000.00	100%							
307	31	1000	Excavation	1	5,000.00	5,000.00	100%							
308	31	1000	Excavation	1	5,000.00	5,000.00	100%							
309	31	1000	Excavation	1	5,000.00	5,000.00	100%							
310	31	1000	Excavation	1	5,000.00	5,000.00	100%							
311	31	1000	Excavation	1	5,000.00	5,000.00	100%							
312	31	1000	Excavation	1	5,000.00	5,000.00	100%							
313	31	1000	Excavation	1	5,000.00	5,000.00	100%							
314	31	1000	Excavation	1	5,000.00	5,000.00	100%							
315	31	1000	Excavation	1	5,000.00	5,000.00	100%							
316	31	1000	Excavation	1	5,000.00	5,000.00	100%							
317	31	1000	Excavation	1	5,000.00	5,000.00	100%							
318	31	1000	Excavation	1	5,000.00	5,000.00	100%							

CONTINUATION SHEET									
1	2	3	4	5	6	7	8	9	10
Spec	Item	Unit	Subcontractor	Scheduled	Work Completed	Materials	Engineers Project No.	PER TO:	0.00
4	Sec	NO.	Subcontractor	PRY APPL.	THIS PERIOD	STORIED	Completed	TO RUNSH.	RETRNAGE
3161	22	1006	210	Plumbing Piping Specialist	5,383.00	5,383.00	5,383.00	100%	264.25
3201	23	1053	210	TAB for HVAC	3,955.00	3,955.00	3,955.00	100%	196.73
3211	23	10713	210	Duct Installation	1,377.00	1,377.00	1,377.00	100%	68.73
3221	23	10713	210	Duct Installation	7,560.00	7,560.00	7,560.00	100%	128.00
3231	23	10995	210	Sequence of Operation for HVAC	1,950.00	1,950.00	1,950.00	100%	97.50
3241	23	10995	210	Sequence of Operation for HVAC	1,680.00	1,680.00	1,680.00	100%	84.00
3251	23	1223	210	Facility Natural Gas Piping	3,715.00	3,715.00	3,715.00	100%	185.75
3261	23	1223	210	Facility Natural Gas Piping	7,702.00	7,702.00	7,702.00	100%	385.25
3271	23	1230	210	Refrigerant Piping	2,480.00	2,480.00	2,480.00	100%	134.00
3281	23	1230	210	Refrigerant Piping	2,015.00	2,015.00	2,015.00	100%	100.75
3291	23	13100	210	HVAC Ducts and Casings	11,735.00	11,735.00	11,735.00	100%	586.75
3301	23	13100	210	HVAC Ducts and Casings	12,720.00	12,720.00	12,720.00	100%	656.00
3311	23	13100	210	HVAC Ducts and Casings	2,780.00	2,780.00	2,780.00	100%	139.00
3321	23	13100	210	HVAC Ducts and Casings	2,675.00	2,675.00	2,675.00	100%	135.75
3331	23	13100	210	HVAC Ducts and Casings	7,425.00	7,425.00	7,425.00	100%	371.25
3341	23	13100	210	HVAC Ducts and Casings	4,680.00	4,680.00	4,680.00	100%	234.00
3351	23	13100	210	HVAC Ducts and Casings	3,430.00	3,430.00	3,430.00	100%	171.50
3361	23	13100	210	HVAC Ducts and Casings	3,200.00	3,200.00	3,200.00	100%	160.00
3371	23	13100	210	HVAC Ducts and Casings	7,670.00	7,670.00	7,670.00	100%	383.50
3381	23	13100	210	HVAC Ducts and Casings	2,100.00	2,100.00	2,100.00	100%	105.00
3391	23	13100	210	HVAC Ducts and Casings	3,100.00	3,100.00	3,100.00	100%	155.00
3401	23	13100	210	HVAC Ducts and Casings	1,700.00	1,700.00	1,700.00	100%	85.00
3411	23	13100	210	HVAC Ducts and Casings	2,250.00	2,250.00	2,250.00	100%	112.50
3421	23	13100	210	HVAC Ducts and Casings	1,010.00	1,010.00	1,010.00	100%	50.50
3431	23	13100	210	HVAC Ducts and Casings	7,670.00	7,670.00	7,670.00	100%	383.50
3441	23	13100	210	HVAC Ducts and Casings	210.00	210.00	210.00	100%	10.50
3451	23	13100	210	HVAC Ducts and Casings	3,629.54	3,629.54	3,629.54	100%	181.48
3461	23	13100	210	HVAC Ducts and Casings	66,475.00	66,475.00	66,475.00	100%	3,323.75
3471	23	13100	210	HVAC Ducts and Casings	42,430.00	42,430.00	42,430.00	100%	2,121.50
3481	23	13100	210	HVAC Ducts and Casings	3,795.00	3,795.00	3,795.00	100%	189.75
3491	23	13100	210	HVAC Ducts and Casings	5,960.00	5,960.00	5,960.00	100%	298.00
3501	23	13100	210	HVAC Ducts and Casings	6,000.00	6,000.00	6,000.00	100%	300.00
3511	23	13100	210	HVAC Ducts and Casings	45,000.00	45,000.00	45,000.00	100%	2,250.00
3521	23	13100	210	HVAC Ducts and Casings	87,565.00	87,565.00	87,565.00	100%	4,378.25
3531	23	13100	210	HVAC Ducts and Casings	78,500.00	78,500.00	78,500.00	100%	3,925.00
3541	23	13100	210	HVAC Ducts and Casings	18,500.00	18,500.00	18,500.00	100%	925.00
3551	23	13100	210	HVAC Ducts and Casings	2,000.00	2,000.00	2,000.00	100%	100.00
3561	23	13100	210	HVAC Ducts and Casings	185,860.00	185,860.00	185,860.00	100%	9,293.00
3571	23	13100	210	HVAC Ducts and Casings	13,300.00	13,300.00	13,300.00	100%	665.00
3581	23	13100	210	HVAC Ducts and Casings	50,000.00	50,000.00	50,000.00	100%	2,500.00
3591	23	13100	210	HVAC Ducts and Casings	13,500.00	13,500.00	13,500.00	100%	675.00
3601	23	13100	210	HVAC Ducts and Casings	107,672.00	107,672.00	107,672.00	100%	5,383.60
3611	23	13100	210	HVAC Ducts and Casings	7,250.00	7,250.00	7,250.00	100%	362.50
3621	23	13100	210	HVAC Ducts and Casings	64,272.00	64,272.00	64,272.00	100%	3,213.60
3631	23	13100	210	HVAC Ducts and Casings	7,250.00	7,250.00	7,250.00	100%	362.50
3641	23	13100	210	HVAC Ducts and Casings	7,250.00	7,250.00	7,250.00	100%	362.50
3651	23	13100	210	HVAC Ducts and Casings	7,250.00	7,250.00	7,250.00	100%	362.50
3661	23	13100	210	HVAC Ducts and Casings	7,250.00	7,250.00	7,250.00	100%	362.50
3671	23	13100	210	HVAC Ducts and Casings	0.00	0.00	0.00	0.00	0.00
3681	23	13100	210	HVAC Ducts and Casings	651,235.00	651,235.00	651,235.00	100%	32,561.75
3691	23	13100	210	HVAC Ducts and Casings	521,280.36	521,280.36	521,280.36	100%	26,064.02
3701	23	13100	210	HVAC Ducts and Casings	2,168,758.50	2,168,758.50	2,168,758.50	100%	108,437.95

CONTINUATION SHEET										Application No. 42	PER. TO: October 31, 2025	October 31, 2025	0.00
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Spec	NO.	Subcontractor	Subcontractor	SCHEDULED	WORK COMPLETED	PERIOD	MATERIALS	TOTAL COMPLETED	%	BALANCE	RETAINAGE		
Spec	NO.	Subcontractor	Subcontractor	SCHEDULED	WORK COMPLETED	PERIOD	MATERIALS	TOTAL COMPLETED	%	BALANCE	RETAINAGE		
371.03	0000	Base Slab	Williams Brothers Construction	403,456.00	403,456.00			403,456.00	100%	0.00	20,172.80		
372.03	0000	Concrete Beams	Williams Brothers Construction	141,626.00	141,626.00			141,626.00	100%	0.00	7,081.30		
373.03	0000	Suspended Slab	Williams Brothers Construction	139,349.00	139,349.00			139,349.00	100%	0.00	6,967.45		
374.03	0000	Slipstreaming Pads	Williams Brothers Construction	3,250.00	3,250.00			3,250.00	100%	0.00	162.50		
375		Odontodon Splitter											
376.03	0000	Rebar	Ambsador Steel Fabrications	15,345.00	15,345.00			15,345.00	100%	0.00	767.25		
377.03	0000	Concrete	Central Iowa Ready Mix	9,110.05	9,110.05			9,110.05	100%	0.00	455.50		
378.03	0000	Walls	Williams Brothers Construction	69,913.50	69,913.50			69,913.50	100%	0.00	3,495.68		
379.03	0000	Base Slab	Williams Brothers Construction	6,092.00	6,092.00			6,092.00	100%	0.00	304.60		
380.03	0000	Grouting	Williams Brothers Construction	371.00	371.00			371.00	100%	0.00	18.55		
381.03	0000	Structural Precast Concrete	McD-Sates Concrete Industries	89,547.00	89,547.00			89,547.00	100%	0.00	4,472.35		
382.03	0000	Structural Precast Concrete	Williams Brothers Construction	42,840.00	42,840.00			42,840.00	100%	0.00	2,142.00		
383.03	0000	Metal Fabrications	Williams Brothers Construction	103,800.84	103,800.84			103,800.84	100%	0.00	5,190.04		
384.03	0000	Metal Shirts	Brucet Metal Craftsmen, Inc	44,464.00	44,464.00			44,464.00	100%	0.00	1,811.68		
385.03	0000	Metal Shirts	Brucet Metal Craftsmen, Inc	36,233.65	36,233.65			36,233.65	100%	0.00	1,302.40		
386.03	0000	Metal Shirts	Williams Brothers Construction	26,048.00	26,048.00			26,048.00	100%	0.00	1,388.00		
387.03	0000	Paints and Coatings	RP Coatings	3,600.00	3,600.00			3,600.00	100%	0.00	900.00		
388.03	0000	Underlath Drain	Tobin Brothers	18,000.00	18,000.00			18,000.00	100%	0.00	1,080.00		
389.03	0000	Flow Splitter Box	Tobin Brothers	21,000.00	21,000.00			21,000.00	100%	0.00	2,300.00		
390.03	0000	Flow Splitter Box	Tobin Brothers	44,000.00	44,000.00			44,000.00	100%	0.00	1,080.00		
391.03	0000	Flow Splitter Box	Tobin Brothers	21,000.00	21,000.00			21,000.00	100%	0.00	1,080.00		
392.03	0000	Flow Splitter Box	Tobin Brothers	32,000.00	32,000.00			32,000.00	100%	0.00	1,600.00		
393.03	0000	Flow Splitter Box	Tobin Brothers	11,000.00	11,000.00			11,000.00	100%	0.00	550.00		
394.03	0000	Flow Splitter Box	McKel & Associates	10,866.38	10,866.38			10,866.38	100%	0.00	543.35		
395.03	0000	Flow Splitter Box	CEC Electric	44,923.00	44,923.00			44,923.00	100%	0.00	2,246.25		
396.03	0000	Flow Splitter Box	CEC Electric	92,150.00	92,150.00			92,150.00	100%	0.00	4,607.50		
397.03	0000	Flow Splitter Box	CEC Electric	21,250.00	21,250.00			21,250.00	100%	0.00	1,062.50		
398.03	0000	Flow Splitter Box	CEC Electric	4,560.00	4,560.00			4,560.00	100%	0.00	228.00		
399.03	0000	Flow Splitter Box	CEC Electric	16,625.00	16,625.00			16,625.00	100%	0.00	831.25		
400.03	0000	Flow Splitter Box	CEC Electric	60,000.00	60,000.00			60,000.00	100%	0.00	3,000.00		
401.03	0000	Flow Splitter Box	CEC Electric	150,000.00	150,000.00			150,000.00	100%	0.00	7,500.00		
402.03	0000	Flow Splitter Box	CEC Electric	1,324,671.08	1,324,671.08			1,324,671.08	100%	0.00	66,233.55		
403.03	0000	Flow Splitter Box	CEC Electric	104,500.00	104,500.00			104,500.00	100%	0.00	5,225.00		
404.03	0000	Flow Splitter Box	CEC Electric	0.00	0.00			0.00	100%	0.00	0.00		
405.03	0000	Flow Splitter Box	CEC Electric	32,000.00	32,000.00			32,000.00	100%	0.00	1,600.00		
406.03	0000	Flow Splitter Box	CEC Electric	0.00	0.00			0.00	100%	0.00	0.00		
407.03	0000	Flow Splitter Box	CEC Electric	51,450.00	51,450.00			51,450.00	100%	0.00	2,571.50		
408.03	0000	Flow Splitter Box	CEC Electric	34,650.44	34,650.44			34,650.44	100%	0.00	1,732.51		
409.03	0000	Flow Splitter Box	CEC Electric	105,499.00	105,499.00			105,499.00	100%	0.00	5,274.95		
410.03	0000	Flow Splitter Box	CEC Electric	22,811.00	22,811.00			22,811.00	100%	0.00	1,140.55		
411.03	0000	Flow Splitter Box	CEC Electric	58,730.55	58,730.55			58,730.55	100%	0.00	2,936.52		
412.03	0000	Flow Splitter Box	CEC Electric	5,247.00	5,247.00			5,247.00	100%	0.00	262.35		
413.03	0000	Flow Splitter Box	CEC Electric	15,484.00	15,484.00			15,484.00	100%	0.00	774.20		
414.03	0000	Flow Splitter Box	CEC Electric	8,000.00	8,000.00			8,000.00	100%	0.00	400.00		
415.03	0000	Flow Splitter Box	CEC Electric	56,770.00	56,770.00			56,770.00	100%	0.00	2,838.50		
416.03	0000	Flow Splitter Box	CEC Electric	102,000.00	102,000.00			102,000.00	100%	0.00	5,100.00		
417.03	0000	Flow Splitter Box	CEC Electric	11,398.86	11,398.86			11,398.86	100%	0.00	569.94		
418.03	0000	Flow Splitter Box	CEC Electric	4,946.00	4,946.00			4,946.00	100%	0.00	247.30		
419.03	0000	Flow Splitter Box	CEC Electric	12,993.62	12,993.62			12,993.62	100%	0.00	649.68		
420.03	0000	Flow Splitter Box	CEC Electric	9,768.00	9,768.00			9,768.00	100%	0.00	488.40		
421.03	0000	Flow Splitter Box	CEC Electric	7,568.00	7,568.00			7,568.00	100%	0.00	378.40		
422.03	0000	Flow Splitter Box	CEC Electric	6,525.00	6,525.00			6,525.00	100%	0.00	326.25		

CONTINUATION SHEET										Application No. 42	PER TO: October 31, 2025	0.00
1	2	3	4	5	6	7	8	9	10	11	12	13
Spec	Item	Material	Quantity	Unit	Supplier	Contract	Subcontract	Subcontract	Subcontract	Subcontract	Subcontract	Subcontract
4	5	6	7	8	9	10	11	12	13	14	15	16
4	5	6	7	8	9	10	11	12	13	14	15	16
422.07	2500	350	Weather Barrier	M	Williams Brothers Construction	2,677.00	2,677.00					
424.07	2500	350	Weather Barrier	M	Williams Brothers Construction	1,859.00	1,859.00					
425.07	5400	350	Thermoplastic Membrane Roofing	M	Central States Roofing	8,700.00	8,700.00					
426.07	5400	350	Thermoplastic Membrane Roofing	M	Central States Roofing	9,500.00	9,500.00					
427.07	6200	350	Sheet Metal Flashing and Trim	M	Central States Roofing	1,200.00	1,200.00					
428.07	6200	350	Sheet Metal Flashing and Trim	M	Central States Roofing	3,200.00	3,200.00					
429.08	1116	350	Aluminum Doors and Frames	M	East Moline Glass	3,552.00	3,552.00					
430.08	1116	350	Aluminum Doors and Frames	M	East Moline Glass	995.00	995.00					
431.08	4313	350	Aluminum-Framed Storefronts	M	East Moline Glass	1,201.00	1,201.00					
432.08	4313	350	Aluminum-Framed Storefronts	M	East Moline Glass	892.00	892.00					
433.08	4313	350	Aluminum-Framed Storefronts	M	Williams Brothers Construction	400.00	400.00					
434.08	8113	350	Floor Hatches	M	East Moline Glass	522.00	522.00					
435.08	8000	350	Glazing	M	East Moline Glass	390.00	390.00					
436.08	8000	350	Glazing	M	East Moline Glass	537.00	537.00					
437.09	12116	350	Gypsum Board Assemblies	M	Baker Interior Systems	946.00	946.00					
438.09	12116	350	Gypsum Board Assemblies	M	Baker Interior Systems	3,465.50	3,465.50					
439.09	15100	350	Acoustical Ceiling	M	Baker Interior Systems	2,235.50	2,235.50					
440.09	5100	350	Acoustical Ceiling	M/L	RP Coatings	32,000.00	32,000.00					
441.09	9000	350	Plaster and Coatings	M	John Brothers	157,000.00	157,000.00					
442.22	350	350	RAS/VA-S Pipe	M	John Brothers	88,000.00	88,000.00					
443.22	350	350	RAS/VA-S Pipe	M	John Brothers	2,000.00	2,000.00					
444.22	350	350	Micro Feed	M	John Brothers	3,000.00	3,000.00					
445.22	0500	350	Basic Mechanical Requirements	M	M/O'Connor Mechanical	5,500.00	5,500.00					
446.22	0500	350	Basic Mechanical Requirements	M	M/O'Connor Mechanical	10,430.00	10,430.00					
447.22	0500	350	Basic Mechanical Requirements	M	M/O'Connor Mechanical	650.00	650.00					
448.22	0529	350	Hanger and Supports	M	M/O'Connor Mechanical	1,000.00	1,000.00					
449.22	0529	350	Hanger and Supports	M	M/O'Connor Mechanical	1,625.00	1,625.00					
450.22	0533	350	ID for Plumbing Pipe/Equipment	M	M/O'Connor Mechanical	840.00	840.00					
451.22	0533	350	ID for Plumbing Pipe/Equipment	M	M/O'Connor Mechanical	1,545.00	1,545.00					
452.22	0719	350	Plumbing Pipe/Insulation	M	M/O'Connor Mechanical	2,970.00	2,970.00					
453.22	0719	350	Plumbing Pipe/Insulation	M	M/O'Connor Mechanical	2,100.00	2,100.00					
454.22	1005	350	Plumbing Pipe	M	M/O'Connor Mechanical	13,510.00	13,510.00					
455.22	1005	350	Plumbing Pipe	M	M/O'Connor Mechanical	6,125.00	6,125.00					
456.22	1006	350	Plumbing Pipe/Insulation	M	M/O'Connor Mechanical	19,070.00	19,070.00					
457.22	1006	350	Plumbing Pipe/Insulation	M	M/O'Connor Mechanical	2,945.00	2,945.00					
458.22	3000	350	Plumbing Equipment	M	M/O'Connor Mechanical	6,375.00	6,375.00					
459.22	3000	350	Plumbing Equipment	M	M/O'Connor Mechanical	2,460.00	2,460.00					
460.22	3000	350	Plumbing Equipment	M	M/O'Connor Mechanical	6,560.00	6,560.00					
461.22	3000	350	Plumbing Equipment	M	M/O'Connor Mechanical	830.00	830.00					
462.22	0533	350	Plumbing Equipment	M	M/O'Connor Mechanical	1,910.00	1,910.00					
463.22	0713	350	Plumbing Equipment	M	M/O'Connor Mechanical	1,950.00	1,950.00					
464.22	0713	350	Plumbing Equipment	M	M/O'Connor Mechanical	1,680.00	1,680.00					
465.22	0993	350	Sequence of Operation for HVAC	M	M/O'Connor Mechanical	5,575.00	5,575.00					
466.22	0993	350	Sequence of Operation for HVAC	M	M/O'Connor Mechanical	1,560.00	1,560.00					
467.22	1223	350	Facility Natural Gas Piping	M	M/O'Connor Mechanical	2,680.00	2,680.00					
468.22	1223	350	Facility Natural Gas Piping	M	M/O'Connor Mechanical	2,015.00	2,015.00					
469.22	1223	350	Facility Natural Gas Piping	M	M/O'Connor Mechanical	11,735.00	11,735.00					
470.22	1223	350	Facility Natural Gas Piping	M	M/O'Connor Mechanical	12,720.00	12,720.00					
471.22	1223	350	Facility Natural Gas Piping	M	M/O'Connor Mechanical	1,780.00	1,780.00					
472.22	1223	350	Facility Natural Gas Piping	M	M/O'Connor Mechanical	1,670.00	1,670.00					
473.22	1223	350	Facility Natural Gas Piping	M	M/O'Connor Mechanical	1,670.00	1,670.00					
474.22	1223	350	Facility Natural Gas Piping	M	M/O'Connor Mechanical	1,670.00	1,670.00					

CONTINUATION SHEET									
1	2	3	4	5	6	7	8	9	10
Spec	NO.	Unit	Material	Supplier	Schedule	Price	Quantity	Value	Balance
3	4	5	6	7	8	9	10	11	12
Spec	NO.	Unit	Material	Supplier	Schedule	Price	Quantity	Value	Balance
475.23	3423	350	EVAC Power Ventilators	M/O'Connor Mechanical	4,455.00	2,060.00	4,455.00	2,060.00	222.75
476.23	3423	350	EVAC Power Ventilators	M/O'Connor Mechanical	4,455.00	2,060.00	4,455.00	2,060.00	103.00
477.23	3700	350	Air Outlets and Inlets	M/O'Connor Mechanical	4,680.00	1,200.00	4,680.00	1,200.00	234.00
478.23	3700	350	Air Outlets and Inlets	M/O'Connor Mechanical	1,200.00	1,200.00	1,200.00	1,200.00	60.00
479.23	6213	350	Package Air Cooled Condensers	M/O'Connor Mechanical	19,175.00	19,175.00	19,175.00	19,175.00	958.75
480.23	6213	350	Package Air Cooled Condensers	M/O'Connor Mechanical	2,525.00	2,525.00	2,525.00	2,525.00	126.25
481.23	7433	350	Package Make Up Air Units	M/O'Connor Mechanical	19,550.00	19,550.00	19,550.00	19,550.00	967.50
482.23	7433	350	Package Make Up Air Units	M/O'Connor Mechanical	2,830.00	2,830.00	2,830.00	2,830.00	141.50
483.23	8101	350	Terminal Heat Transfer Units	M/O'Connor Mechanical	5,690.00	5,690.00	5,690.00	5,690.00	284.50
484.23	8101	350	Terminal Heat Transfer Units	M/O'Connor Mechanical	2,250.00	2,250.00	2,250.00	2,250.00	113.50
485.23	8101	350	Terminal Heat Transfer Units	M/O'Connor Mechanical	19,175.00	19,175.00	19,175.00	19,175.00	958.75
486.23	8127	350	Split Systems AC Units	M/O'Connor Mechanical	2,415.00	2,415.00	2,415.00	2,415.00	120.75
487.23	8127	350	Split Systems AC Units	M/O'Connor Mechanical	82,666.71	82,666.71	82,666.71	82,666.71	4,133.34
488.23	8127	350	Process Valves	M/O'Connor Mechanical	9,200.00	9,200.00	9,200.00	9,200.00	460.00
489.23	8127	350	Process Valves	M/O'Connor Mechanical	32,500.00	32,500.00	32,500.00	32,500.00	1,625.00
490.23	8127	350	Process Valves	M/O'Connor Mechanical	8,850.00	8,850.00	8,850.00	8,850.00	442.50
491.23	8127	350	Process Valves	M/O'Connor Mechanical	3,510.00	3,510.00	3,510.00	3,510.00	175.50
492.23	8127	350	Process Valves	M/O'Connor Mechanical	19,035.00	19,035.00	19,035.00	19,035.00	951.75
493.23	8127	350	Process Valves	M/O'Connor Mechanical	14,991.54	14,991.54	14,991.54	14,991.54	749.58
494.23	8127	350	Process Valves	M/O'Connor Mechanical	4,000.00	4,000.00	4,000.00	4,000.00	200.00
495.23	8127	350	Process Valves	M/O'Connor Mechanical	25,000.00	25,000.00	25,000.00	25,000.00	1,250.00
496.23	8127	350	Process Valves	M/O'Connor Mechanical	7,450.00	7,450.00	7,450.00	7,450.00	372.50
497.23	8127	350	Process Valves	M/O'Connor Mechanical	6,500.00	6,500.00	6,500.00	6,500.00	325.00
498.23	8127	350	Process Valves	M/O'Connor Mechanical	18,095.00	18,095.00	18,095.00	18,095.00	904.75
499.23	8127	350	Process Valves	M/O'Connor Mechanical	60,790.00	60,790.00	60,790.00	60,790.00	3,039.50
500.23	8127	350	Process Valves	M/O'Connor Mechanical	8,000.00	8,000.00	8,000.00	8,000.00	400.00
501.23	8127	350	Process Valves	M/O'Connor Mechanical	0.00	0.00	0.00	0.00	0.00
502.23	8127	350	Process Valves	M/O'Connor Mechanical	7,030.00	7,030.00	7,030.00	7,030.00	351.50
503.23	8127	350	Process Valves	M/O'Connor Mechanical	7,833.03	7,833.03	7,833.03	7,833.03	391.65
504.23	8127	350	Process Valves	M/O'Connor Mechanical	28,459.50	28,459.50	28,459.50	28,459.50	1,422.96
505.23	8127	350	Process Valves	M/O'Connor Mechanical	19,455.00	19,455.00	19,455.00	19,455.00	972.75
506.23	8127	350	Process Valves	M/O'Connor Mechanical	15,719.50	15,719.50	15,719.50	15,719.50	785.98
507.23	8127	350	Process Valves	M/O'Connor Mechanical	5,142.50	5,142.50	5,142.50	5,142.50	257.13
508.23	8127	350	Process Valves	M/O'Connor Mechanical	13,000.00	13,000.00	13,000.00	13,000.00	650.00
509.23	8127	350	Process Valves	M/O'Connor Mechanical	2,924.06	2,924.06	2,924.06	2,924.06	146.20
510.23	8127	350	Process Valves	M/O'Connor Mechanical	1,448.00	1,448.00	1,448.00	1,448.00	72.40
511.23	8127	350	Process Valves	M/O'Connor Mechanical	26,000.00	26,000.00	26,000.00	26,000.00	1,300.00
512.23	8127	350	Process Valves	M/O'Connor Mechanical	8,750.00	8,750.00	8,750.00	8,750.00	437.50
513.23	8127	350	Process Valves	M/O'Connor Mechanical	922.00	922.00	922.00	922.00	46.10
514.23	8127	350	Process Valves	M/O'Connor Mechanical	1,006.00	1,006.00	1,006.00	1,006.00	50.30
515.23	8127	350	Process Valves	M/O'Connor Mechanical	7,912.00	7,912.00	7,912.00	7,912.00	395.60
516.23	8127	350	Process Valves	M/O'Connor Mechanical	2,292.00	2,292.00	2,292.00	2,292.00	114.60
517.23	8127	350	Process Valves	M/O'Connor Mechanical	651.00	651.00	651.00	651.00	32.55
518.23	8127	350	Process Valves	M/O'Connor Mechanical	400.00	400.00	400.00	400.00	20.00
519.23	8127	350	Process Valves	M/O'Connor Mechanical	335.00	335.00	335.00	335.00	16.75
520.23	8127	350	Process Valves	M/O'Connor Mechanical	250.00	250.00	250.00	250.00	12.50
521.23	8127	350	Process Valves	M/O'Connor Mechanical	14,000.00	14,000.00	14,000.00	14,000.00	700.00
522.23	8127	350	Process Valves	M/O'Connor Mechanical	31,090.00	31,090.00	31,090.00	31,090.00	1,554.50
523.23	8127	350	Process Valves	M/O'Connor Mechanical	1,375.00	1,375.00	1,375.00	1,375.00	68.75
524.23	8127	350	Process Valves	M/O'Connor Mechanical	2,060.00	2,060.00	2,060.00	2,060.00	103.00
525.23	8127	350	Process Valves	M/O'Connor Mechanical	1,065.00	1,065.00	1,065.00	1,065.00	53.25
526.23	8127	350	Process Valves	M/O'Connor Mechanical	0.00	0.00	0.00	0.00	0.00

CONTINUATION SHEET										Application No. 42	PER. TO: October 31, 2025	ENGINEER'S PROJECT NO.:	0.00
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Spec	Sub	Item	Unit	Quantity	Subcontractor	Sched. Dtd	Work Completed	Sub Period	Materials Stored	Total Comp. & Stored	Complete	Balance to Finish	Retainage
4	Sec	NO.					APPL. A/P						
526/22	0529	360	Linear and Supports	L	M/O'Connor Mechanical	1,800.00	1,800.00			1,800.00	100%	0.00	90.00
528/22	0553	360	ID for Plumbing Pipe Equipment	M	M/O'Connor Mechanical	825.00	825.00			825.00	100%	0.00	41.25
529/22	0553	360	ID for Plumbing Pipe Equipment	L	M/O'Connor Mechanical	670.00	670.00			670.00	100%	0.00	33.50
530/22	1005	360	Plumbing Piping	M	M/O'Connor Mechanical	890.00	890.00			890.00	100%	0.00	44.50
531/22	1005	360	Plumbing Piping	L	M/O'Connor Mechanical	1,855.00	1,855.00			1,855.00	100%	0.00	92.75
532/22	1006	360	Plumbing Piping Specialties	M	M/O'Connor Mechanical	6,930.00	6,930.00			6,930.00	100%	0.00	346.50
533/22	1006	360	Plumbing Piping Specialties	L	M/O'Connor Mechanical	9,335.00	9,335.00			9,335.00	100%	0.00	476.75
534/22	3000	360	Plumbing Equipment	M	M/O'Connor Mechanical	1,475.00	1,475.00			1,475.00	100%	0.00	73.75
535/22	3000	360	Plumbing Equipment	L	M/O'Connor Mechanical	2,080.00	2,080.00			2,080.00	100%	0.00	104.00
536/22	3600	360	Plumbing Fixtures	M	M/O'Connor Mechanical	1,100.00	1,100.00			1,100.00	100%	0.00	55.00
537/22	3900	360	TAB for HVAC	L	M/O'Connor Mechanical	1,320.00	1,320.00			1,320.00	100%	0.00	66.00
538/22	0993	360	Sequence of Operation for HVAC	M	M/O'Connor Mechanical	975.00	975.00			975.00	100%	0.00	48.75
539/22	0993	360	Sequence of Operation for HVAC	L	M/O'Connor Mechanical	840.00	840.00			840.00	100%	0.00	42.00
540/22	0993	360	HVAC Ducts and Casings	M	M/O'Connor Mechanical	5,865.00	5,865.00			5,865.00	100%	0.00	293.25
541/22	3100	360	HVAC Ducts and Casings	L	M/O'Connor Mechanical	6,360.00	6,360.00			6,360.00	100%	0.00	318.00
542/22	3100	360	HVAC Ducts and Casings	M	M/O'Connor Mechanical	390.00	390.00			390.00	100%	0.00	19.50
543/22	3300	360	Att Duct/Accessories	M	M/O'Connor Mechanical	335.00	335.00			335.00	100%	0.00	16.75
544/22	3300	360	HVAC Power Ventilators	L	M/O'Connor Mechanical	4,095.00	4,095.00			4,095.00	100%	0.00	204.75
545/22	3423	360	HVAC Power Ventilators	M	M/O'Connor Mechanical	685.00	685.00			685.00	100%	0.00	34.25
546/22	3423	360	Att Outlets and Inlets	L	M/O'Connor Mechanical	1,170.00	1,170.00			1,170.00	100%	0.00	58.50
547/22	3700	360	Att Outlets and Inlets	M	M/O'Connor Mechanical	300.00	300.00			300.00	100%	0.00	15.00
548/22	5700	360	Terminal Heat Transfer Units	L	M/O'Connor Mechanical	11,375.00	11,375.00			11,375.00	100%	0.00	568.75
549/22	8101	360	Terminal Heat Transfer Units	M	M/O'Connor Mechanical	505.00	505.00			505.00	100%	0.00	25.25
550/22	8101	360	Terminal Heat Transfer Units	L	M/O'Connor Mechanical	22,025.00	22,025.00			22,025.00	100%	0.00	1,101.25
551/22	0000	360	Chemical Storage	M	CFC Electric	41,450.00	41,450.00			41,450.00	100%	0.00	2,072.50
552/22	0000	360	Chemical Storage	L	CFC Electric	4,300.00	4,300.00			4,300.00	100%	0.00	215.00
553/22	0000	360	Lighting	M	CFC Electric	1,040.00	1,040.00			1,040.00	100%	0.00	52.00
554/22	0000	360	Lighting	L	CFC Electric	5,600.00	5,600.00			5,600.00	100%	0.00	280.00
555/22	0000	360	Lighting Protection	M	CFC Electric	3,000.00	3,000.00			3,000.00	100%	0.00	150.00
556/22	1000	360	Excavation	L	Con-Struct, Inc.	3,000.00	3,000.00			3,000.00	100%	0.00	150.00
557/22	1000	360	Excavation	M	Vesco Inc.	101,700.00	101,700.00			101,700.00	100%	0.00	5,085.00
558/22	4116	360	Bulk Chemical Storage Tanks	L	Tobin Brothers	3,500.00	3,500.00			3,500.00	100%	0.00	175.00
559/22	4116	360	Bulk Chemical Storage Tanks	M	Engineered Equipment Solution	63,383.00	63,383.00			63,383.00	100%	0.00	3,169.40
560/22	3334	360	Peristaltic Metering Pumps	L	Tobin Brothers	3,500.00	3,500.00			3,500.00	100%	0.00	175.00
561/22	3334	360	Peristaltic Metering Pumps	M	Engineered Equipment Solution	15,928.00	15,928.00			15,928.00	100%	0.00	796.40
562/22	3334	360	Chemical Feed Accessories	L	Tobin Brothers	2,000.00	2,000.00			2,000.00	100%	0.00	100.00
563/22	3334	360	Chemical Feed Accessories	M	Ambassador Steel Fabrications	153,830.00	153,830.00			153,830.00	100%	0.00	7,691.50
564/22	380	380	Rebar	M	Central Iowa Ready Mix	165,479.25	165,479.25			165,479.25	100%	0.00	8,273.97
565/22	0000	380	Concrete	L	Williams Brothers Construction	667,523.00	667,523.00			667,523.00	100%	0.00	33,376.15
566/22	0000	380	Concrete	M	Williams Brothers Construction	249,363.00	249,363.00			249,363.00	100%	0.00	12,468.15
567/22	0000	380	Base Slab	L	Williams Brothers Construction	58,843.00	58,843.00			58,843.00	100%	0.00	2,942.15
568/22	0000	380	Suspended Slab	M	Williams Brothers Construction	43,800.00	43,800.00			43,800.00	100%	0.00	2,190.00
569/22	0000	380	GROUTING	L	Central Iowa Ready Mix	9,238.83	9,238.83			9,238.83	100%	0.00	461.94
570/22	0000	380	Concrete	M	Williams Brothers Construction	71,709.50	71,709.50			71,709.50	100%	0.00	3,585.48
571/22	0000	380	Walls	L	Williams Brothers Construction	694.00	694.00			694.00	100%	0.00	34.70
572/22	0000	380	Rebar Piers	M	Williams Brothers Construction	6,534.00	6,534.00			6,534.00	100%	0.00	326.70
573/22	0000	380	Base Slab	L	Williams Brothers Construction	3,256.50	3,256.50			3,256.50	100%	0.00	162.82
574/22	0000	380	GROUTING	M	Breuer Metal Craftsmen, Inc.	4,748.46	4,748.46			4,748.46	100%	0.00	237.42
575/22	0000	380	Rebar Piers	L	Williams Brothers Construction	1,648.00	1,648.00			1,648.00	100%	0.00	82.40
576/22	0000	380	Base Slab	M	Breuer Metal Craftsmen, Inc.	13,620.50	13,620.50			13,620.50	100%	0.00	681.03
577/22	0000	380	Rebar Piers	L	Williams Brothers Construction	13,620.50	13,620.50			13,620.50	100%	0.00	681.03
578/22	0000	380	Base Slab	M	Breuer Metal Craftsmen, Inc.	13,620.50	13,620.50			13,620.50	100%	0.00	681.03

CONTINUATION SHEET

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CONTINUATION SHEET										Application No. 42		PER. TO: October 31, 2025		ENGINEERS' PROJECT NO.:		0.00	
1		2		3		4		5		6		7		8		9	
Spec	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor
4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
631 23	3100	390	HVAC Ducts and Casings	M	MI O'Connor Mechanical	2,930.00	2,930.00	100%	0.00	146.50							
632 23	3100	390	HVAC Ducts and Casings	L	MI O'Connor Mechanical	3,180.00	3,180.00	100%	0.00	159.00							
633 23	3300	390	Air Duct Accessories	M	MI O'Connor Mechanical	195.00	195.00	100%	0.00	9.75							
634 23	3300	390	Air Duct Accessories	L	MI O'Connor Mechanical	170.00	170.00	100%	0.00	8.50							
635 23	3423	390	HVAC Power Ventilators	M	MI O'Connor Mechanical	4,095.00	4,095.00	100%	0.00	204.75							
636 23	3423	390	HVAC Power Ventilators	L	MI O'Connor Mechanical	685.00	685.00	100%	0.00	34.25							
637 23	8101	390	Terminal Heat Transfer Units	M	MI O'Connor Mechanical	17,060.00	17,060.00	100%	0.00	853.00							
638 23	8101	390	Terminal Heat Transfer Units	L	MI O'Connor Mechanical	755.00	755.00	100%	0.00	37.75							
639 22	0523	390	Process Valves	M	Malien & Associates	1,621.08	1,621.08	100%	0.00	81.05							
640 26	0000	390	Return Pump Station	M	CEC Electric	12,550.00	12,550.00	100%	0.00	627.50							
641 26	0000	390	Return Pump Station	L	CEC Electric	28,825.00	28,825.00	100%	0.00	1,441.25							
642 26	0000	390	Lighting	M	CEC Electric	2,500.00	2,500.00	100%	0.00	125.00							
643 26	0000	390	Lighting	L	CEC Electric	460.00	460.00	100%	0.00	23.00							
644 26	0000	390	Lighting Protection	M	CEC Electric	5,560.00	5,560.00	100%	0.00	278.00							
645 31	1000	390	Excavation	M	Cons-Struct, Inc.	2,000.00	2,000.00	100%	0.00	100.00							
646 31	1000	390	Excavation	L	Cons-Struct, Inc.	13,000.00	13,000.00	100%	0.00	650.00							
647 43	2139	390	Submersible Solids Handling Pump Equipment	M	Zimmer and Gramscow, Inc.	27,240.00	27,240.00	100%	0.00	1,362.00							
648 43	2139	390	Submersible Solids Handling Pump Equipment	L	John Brothers	5,400.00	5,400.00	100%	0.00	270.00							
649 420	420	420	Rebar	M/L	Ambassadors Steel Fabricators	34,445.00	34,445.00	100%	0.00	1,722.25							
650 03	0000	420	Concrete	M	Central Iowa Ready Mix	30,584.88	30,584.88	100%	0.00	1,529.24							
652 03	0000	420	Forming	L	Williams Brothers Construction	3,657.50	3,657.50	100%	0.00	182.88							
653 03	0000	420	Forming	M	Williams Brothers Construction	116,558.00	116,558.00	100%	0.00	5,827.90							
654 03	0000	420	Forming	L	Williams Brothers Construction	22,820.00	22,820.00	100%	0.00	1,141.00							
655 03	0000	420	Forming	M	Williams Brothers Construction	19,499.00	19,499.00	100%	0.00	974.95							
656 03	0000	420	Forming	L	Williams Brothers Construction	9,636.00	9,636.00	100%	0.00	481.80							
657 03	0000	420	Forming	M	Williams Brothers Construction	15,915.50	15,915.50	100%	0.00	795.78							
658 03	0000	420	Forming	L	Williams Brothers Construction	19,215.00	19,215.00	100%	0.00	960.75							
659 03	0000	420	Forming	M	Williams Brothers Construction	8,000.00	8,000.00	100%	0.00	400.00							
660 04	2000	420	Masonry	M	Signature Masonry of Des Moines	62,000.00	62,000.00	100%	0.00	3,100.00							
661 04	2000	420	Masonry	L	Signature Masonry of Des Moines	80,000.00	80,000.00	100%	0.00	4,000.00							
662 05	6000	420	Meat Fabrications	M	Brexit Metal Craftmen, Inc.	50,510.11	50,510.11	100%	0.00	2,525.51							
663 05	6000	420	Meat Fabrications	L	Williams Brothers Construction	23,083.00	23,083.00	100%	0.00	1,154.15							
664 06	6000	420	Pastell/Pump Lines	M	Zimmer and Gramscow	4,042.50	4,042.50	100%	0.00	202.13							
665 06	6000	420	Pastell/Pump Lines	L	Williams Brothers Construction	9,000.00	9,000.00	100%	0.00	450.00							
666 07	6300	420	Thermoplastic Membrane Roofing	M	Central States Roofing	11,400.00	11,400.00	100%	0.00	570.00							
667 07	6300	420	Thermoplastic Membrane Roofing	L	Central States Roofing	12,500.00	12,500.00	100%	0.00	625.00							
668 07	6300	420	Thermoplastic Membrane Roofing	M	Central States Roofing	1,600.00	1,600.00	100%	0.00	80.00							
669 07	6300	420	Thermoplastic Membrane Roofing	L	Central States Roofing	4,100.00	4,100.00	100%	0.00	205.00							
670 07	6300	420	Thermoplastic Membrane Roofing	M	Williams Brothers Construction	3,513.90	3,513.90	100%	0.00	175.65							
671 07	6300	420	Thermoplastic Membrane Roofing	L	Williams Brothers Construction	2,172.00	2,172.00	100%	0.00	108.60							
672 08	1116	420	Aluminum Doors and Frames	M	East Moline Glass	1,126.00	1,126.00	100%	0.00	56.30							
673 08	1116	420	Aluminum Doors and Frames	L	East Moline Glass	4,440.00	4,440.00	100%	0.00	222.00							
674 08	1116	420	Aluminum Doors and Frames	M	East Moline Glass	385.00	385.00	100%	0.00	19.25							
675 08	1116	420	Aluminum Doors and Frames	L	East Moline Glass	220.00	220.00	100%	0.00	11.00							
676 09	3900	420	Paints and Coatings	M/L	3P Coatings	16,000.00	16,000.00	100%	0.00	800.00							
677 22	0000	420	Inherent & Effluent	M	Johns Brothers	18,200.00	18,200.00	100%	0.00	910.00							
678 22	0000	420	Inherent & Effluent	L	Johns Brothers	4,500.00	4,500.00	100%	0.00	225.00							
679 32	0000	420	Underdrain Drains & Mud Valves	M	Johns Brothers	4,600.00	4,600.00	100%	0.00	230.00							
680 32	0000	420	Underdrain Drains & Mud Valves	L	Johns Brothers	6,600.00	6,600.00	100%	0.00	330.00							
681 32	0000	420	Plant Effluent Water Piping	M	Johns Brothers	51,600.00	51,600.00	100%	0.00	2,580.00							
682 32	0000	420	Plant Effluent Water Piping	L	Johns Brothers	38,000.00	38,000.00	100%	0.00	1,900.00							

CONTINUATION SHEET									
Application No. 42									
APPL. DATE: October 31, 2025									
PER. TO: October 31, 2025									
ENGINEER'S PROJECT NO. 0.00									
1	2	3	4	5	6	7	8	9	10
Spec	Item	Material	Quantity	Unit	Price	Value	Material	Quantity	Value
4	Sec.	NO.	DESCRIPTION	UNIT	PRICE	AMOUNT	STORAGE	AMOUNT	PERCENTAGE
683	22	6500	Basic Mechanical Requirements	M	2,750.00	2,750.00		2,750.00	100%
684	22	6500	Basic Mechanical Requirements	M	5,010.00	5,010.00		5,010.00	100%
685	22	6520	Basic Mechanical Requirements	M	1,520.00	1,520.00		1,520.00	100%
686	22	6520	Basic Mechanical Requirements	M	1,700.00	1,700.00		1,700.00	100%
687	22	6520	Basic Mechanical Requirements	M	1,975.00	1,975.00		1,975.00	100%
688	22	6520	Basic Mechanical Requirements	M	1,500.00	1,500.00		1,500.00	100%
689	22	6520	Basic Mechanical Requirements	M	1,875.00	1,875.00		1,875.00	100%
690	22	6520	Basic Mechanical Requirements	M	1,625.00	1,625.00		1,625.00	100%
691	22	6520	Basic Mechanical Requirements	M	1,755.00	1,755.00		1,755.00	100%
692	22	6520	Basic Mechanical Requirements	M	7,790.00	7,790.00		7,790.00	100%
693	22	6520	Basic Mechanical Requirements	M	6,930.00	6,930.00		6,930.00	100%
694	22	6520	Basic Mechanical Requirements	M	3,060.00	3,060.00		3,060.00	100%
695	22	6520	Basic Mechanical Requirements	M	6,335.00	6,335.00		6,335.00	100%
696	22	6520	Basic Mechanical Requirements	M	1,980.00	1,980.00		1,980.00	100%
697	22	6520	Basic Mechanical Requirements	M	2,625.00	2,625.00		2,625.00	100%
698	22	6520	Basic Mechanical Requirements	M	975.00	975.00		975.00	100%
699	22	6520	Basic Mechanical Requirements	M	840.00	840.00		840.00	100%
700	22	6520	Basic Mechanical Requirements	M	1,340.00	1,340.00		1,340.00	100%
701	22	6520	Basic Mechanical Requirements	M	1,010.00	1,010.00		1,010.00	100%
702	22	6520	Basic Mechanical Requirements	M	2,935.00	2,935.00		2,935.00	100%
703	22	6520	Basic Mechanical Requirements	M	3,180.00	3,180.00		3,180.00	100%
704	22	6520	Basic Mechanical Requirements	M	1,120.00	1,120.00		1,120.00	100%
705	22	6520	Basic Mechanical Requirements	M	1,170.00	1,170.00		1,170.00	100%
706	22	6520	Basic Mechanical Requirements	M	8,190.00	8,190.00		8,190.00	100%
707	22	6520	Basic Mechanical Requirements	M	1,370.00	1,370.00		1,370.00	100%
708	22	6520	Basic Mechanical Requirements	M	2,340.00	2,340.00		2,340.00	100%
709	22	6520	Basic Mechanical Requirements	M	600.00	600.00		600.00	100%
710	22	6520	Basic Mechanical Requirements	M	7,670.00	7,670.00		7,670.00	100%
711	22	6520	Basic Mechanical Requirements	M	510.00	510.00		510.00	100%
712	22	6520	Basic Mechanical Requirements	M	17,065.00	17,065.00		17,065.00	100%
713	22	6520	Basic Mechanical Requirements	M	1,060.00	1,060.00		1,060.00	100%
714	22	6520	Basic Mechanical Requirements	M	7,670.00	7,670.00		7,670.00	100%
715	22	6520	Basic Mechanical Requirements	M	510.00	510.00		510.00	100%
716	22	6520	Basic Mechanical Requirements	M	4,550.00	4,550.00		4,550.00	100%
717	22	6520	Basic Mechanical Requirements	M	255.00	255.00		255.00	100%
718	22	6520	Basic Mechanical Requirements	M	42,030.08	42,030.08		42,030.08	100%
719	22	6520	Basic Mechanical Requirements	M	23,350.00	23,350.00		23,350.00	100%
720	22	6520	Basic Mechanical Requirements	M	39,025.00	39,025.00		39,025.00	100%
721	22	6520	Basic Mechanical Requirements	M	15,350.00	15,350.00		15,350.00	100%
722	22	6520	Basic Mechanical Requirements	M	2,290.00	2,290.00		2,290.00	100%
723	22	6520	Basic Mechanical Requirements	M	5,670.00	5,670.00		5,670.00	100%
724	22	6520	Basic Mechanical Requirements	M	5,000.00	5,000.00		5,000.00	100%
725	22	6520	Basic Mechanical Requirements	M	25,000.00	25,000.00		25,000.00	100%
726	22	6520	Basic Mechanical Requirements	M	74,140.00	74,140.00		74,140.00	100%
727	22	6520	Basic Mechanical Requirements	M	16,500.00	16,500.00		16,500.00	100%
728	22	6520	Basic Mechanical Requirements	M	183,300.00	183,300.00		183,300.00	100%
729	22	6520	Basic Mechanical Requirements	M	6,800.00	6,800.00		6,800.00	100%
730	22	6520	Basic Mechanical Requirements	M	12,685.00	12,685.00		12,685.00	100%
731	22	6520	Basic Mechanical Requirements	M	2,200.00	2,200.00		2,200.00	100%
732	22	6520	Basic Mechanical Requirements	M	7,126.93	7,126.93		7,126.93	100%
733	22	6520	Basic Mechanical Requirements	M	0.00	0.00		0.00	100%
734	22	6520	Basic Mechanical Requirements	M	399,225.00	399,225.00		399,225.00	100%

1		CONTINUATION SHEET		APPL. DATE: October 31, 2025		PER. TO: October 31, 2025		ENGINEER'S PROJECT NO.: 0.00	
2	3	4	5	6	7	8	9	10	11
Spec	Item	Sub	Contractor	Sched. Bid	Work Completed	Days Elapsed	Materials Stored	Total Comp	% Comp
4	Sec	NO.	NAME	PREV. APPL.	THIS APPL.	STOR'D	STOR'D	STOR'D	TOYENAS
735	03	0000	Concrete	202,136.19	202,136.19			202,136.19	100%
736	03	0000	Walls	578,745.50	578,745.50			578,745.50	100%
737	03	0000	Bake Slab	140,796.50	140,796.50			140,796.50	100%
738	03	0000	Metal Fabrications	2,604.78	2,604.78			2,604.78	100%
739	03	0000	Metal Fabrications	1,648.00	1,648.00			1,648.00	100%
740	03	0000	Paints and Coatings	3,900.00	3,900.00			3,900.00	100%
741	03	0000	Pressure Relief Valves	68,000.00	68,000.00			68,000.00	100%
742	03	0000	Pressure Relief Valves	13,000.00	13,000.00			13,000.00	100%
743	03	0000	WAS & DSI	6,000.00	6,000.00			6,000.00	100%
744	03	0000	WAS & DSI	3,300.00	3,300.00			3,300.00	100%
745	03	0000	Undercath & Mud Valves	3,500.00	3,500.00			3,500.00	100%
746	03	0000	Undercath & Mud Valves	22,600.00	22,600.00			22,600.00	100%
747	03	0000	Metal Blower Piping	19,000.00	19,000.00			19,000.00	100%
748	03	0000	Metal Blower Piping	21,300.00	21,300.00			21,300.00	100%
749	03	0000	Metal Blower Piping	39,900.00	39,900.00			39,900.00	100%
750	03	0000	Metal Blower Piping	54,600.00	54,600.00			54,600.00	100%
751	03	0000	Process Valves	33,230.64	33,230.64			33,230.64	100%
752	03	0000	Aerobic Digestion Area	132,325.00	132,325.00			132,325.00	100%
753	03	0000	Aerobic Digestion Area	77,900.00	77,900.00			77,900.00	100%
754	03	0000	Lighting Protection	6,345.00	6,345.00			6,345.00	100%
755	03	0000	Excavation	20,000.00	20,000.00			20,000.00	100%
756	03	0000	Excavation	120,000.00	120,000.00			120,000.00	100%
757	03	0000	Excavation	1,460,901.45	1,460,901.45			1,460,901.45	99%
758	03	0000	Excavation	133,000.00	133,000.00			133,000.00	100%
759	03	0000	Rebar	57,045.00	57,045.00			57,045.00	100%
760	03	0000	Concrete	33,060.48	33,060.48			33,060.48	100%
761	03	0000	Walls	100,172.50	100,172.50			100,172.50	100%
762	03	0000	Bake Slab	26,592.00	26,592.00			26,592.00	100%
763	03	0000	SCG	5,625.00	5,625.00			5,625.00	100%
764	03	0000	Suspended Slab	50,625.50	50,625.50			50,625.50	100%
765	03	0000	Helixcooping joints	5,886.00	5,886.00			5,886.00	100%
766	03	0000	Columns	1,766.00	1,766.00			1,766.00	100%
767	03	0000	Structural Precast Concrete	12,686.00	12,686.00			12,686.00	100%
768	03	0000	Structural Precast Concrete	8,000.00	8,000.00			8,000.00	100%
769	03	0000	Masonry	52,000.00	52,000.00			52,000.00	100%
770	03	0000	Masonry	58,000.00	58,000.00			58,000.00	100%
771	03	0000	Metal Fabrications	9,232.21	9,232.21			9,232.21	100%
772	03	0000	Metal Fabrications	3,500.00	3,500.00			3,500.00	100%
773	03	0000	Metal Fabrications	12,356.42	12,356.42			12,356.42	100%
774	03	0000	Metal Stairs	9,768.00	9,768.00			9,768.00	100%
775	03	0000	Thermoplastic Membrane Roofing	7,500.00	7,500.00			7,500.00	100%
776	03	0000	Thermoplastic Membrane Roofing	8,100.00	8,100.00			8,100.00	100%
777	03	0000	Sheet Metal Flashing and Trim	1,100.00	1,100.00			1,100.00	100%
778	03	0000	Sheet Metal Flashing and Trim	2,700.00	2,700.00			2,700.00	100%
779	03	0000	Sheet Metal Flashing and Trim	7,064.00	7,064.00			7,064.00	100%
780	03	0000	Benomide Panel Waterproofing	6,091.00	6,091.00			6,091.00	100%
781	03	0000	Benomide Panel Waterproofing	2,559.00	2,559.00			2,559.00	100%
782	03	0000	Weather Barrier	1,700.00	1,700.00			1,700.00	100%
783	03	0000	Weather Barrier	16,348.00	16,348.00			16,348.00	100%
784	03	0000	Aluminum Doors and Frames	6,834.00	6,834.00			6,834.00	100%
785	03	0000	Aluminum Doors and Frames	433.00	433.00			433.00	100%
786	03	0000	Cladding	433.00	433.00			433.00	100%

CONTINUATION SHEET										Application No. 42	PER TO: October 31, 2025
1	2	3	4	5	6	7	8	9	10	11	12
Spec	Item	Material	Quantity	Unit	Supplier	Schedule	Work Completed	This Period	Materials	Total Comp	Balance
4	Spec	Material	Quantity	Unit	Supplier	Schedule	Work Completed	This Period	Materials	Total Comp	Balance
787	108	8000	550	Glazing	East Moline Glass	367.00	367.00		367.00	367.00	18.35
788	109	9000	550	Paint and Coatings	ICI Coatings	26,000.00	26,000.00		26,000.00	26,000.00	1,500.00
789	121	0000	550	WAS & Seams	Tobin Brothers	59,000.00	59,000.00		59,000.00	59,000.00	2,950.00
790	122	0000	550	WAS & Seams	Tobin Brothers	41,100.00	41,100.00		41,100.00	41,100.00	2,055.00
791	123	0000	550	Permate	Tobin Brothers	15,500.00	15,500.00		15,500.00	15,500.00	765.00
792	124	0000	550	Permate	Tobin Brothers	24,500.00	24,500.00	725.00	24,500.00	24,500.00	1,200.00
793	125	0000	550	Permate	Tobin Brothers	7,700.00	7,700.00		7,700.00	7,700.00	385.00
794	126	0000	550	Air Extraction & Cleaning	Tobin Brothers	4,400.00	4,400.00		4,400.00	4,400.00	220.00
795	127	0000	550	Air Extraction & Cleaning	Tobin Brothers	2,750.00	2,750.00		2,750.00	2,750.00	137.50
796	128	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	5,200.00	5,200.00		5,200.00	5,200.00	260.00
797	129	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,195.00	1,195.00		1,195.00	1,195.00	59.75
798	130	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,515.00	1,515.00		1,515.00	1,515.00	75.75
799	131	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,325.00	1,325.00		1,325.00	1,325.00	66.25
800	132	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,170.00	1,170.00		1,170.00	1,170.00	58.50
801	133	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,390.00	1,390.00		1,390.00	1,390.00	69.50
802	134	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,680.00	1,680.00		1,680.00	1,680.00	84.00
803	135	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	830.00	830.00		830.00	830.00	41.50
804	136	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	4,120.00	4,120.00		4,120.00	4,120.00	206.00
805	137	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	6,930.00	6,930.00		6,930.00	6,930.00	346.50
806	138	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	3,665.00	3,665.00		3,665.00	3,665.00	183.25
807	139	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	3,180.00	3,180.00		3,180.00	3,180.00	159.00
808	140	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	490.00	490.00		490.00	490.00	24.50
809	141	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	3,935.00	3,935.00		3,935.00	3,935.00	196.75
810	142	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	760.00	760.00		760.00	760.00	38.00
811	143	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,445.00	1,445.00		1,445.00	1,445.00	72.25
812	144	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	975.00	975.00		975.00	975.00	48.75
813	145	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	840.00	840.00		840.00	840.00	42.00
814	146	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	3,715.00	3,715.00		3,715.00	3,715.00	185.75
815	147	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	7,705.00	7,705.00		7,705.00	7,705.00	385.25
816	148	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,340.00	1,340.00		1,340.00	1,340.00	67.00
817	149	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,010.00	1,010.00		1,010.00	1,010.00	50.50
818	150	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	5,865.00	5,865.00		5,865.00	5,865.00	293.25
819	151	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	6,560.00	6,560.00		6,560.00	6,560.00	328.00
820	152	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,390.00	1,390.00		1,390.00	1,390.00	69.50
821	153	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,340.00	1,340.00		1,340.00	1,340.00	67.00
822	154	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	8,190.00	8,190.00		8,190.00	8,190.00	409.50
823	155	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,505.00	1,505.00		1,505.00	1,505.00	75.25
824	156	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,170.00	1,170.00		1,170.00	1,170.00	58.50
825	157	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	600.00	600.00		600.00	600.00	30.00
826	158	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	7,670.00	7,670.00		7,670.00	7,670.00	383.50
827	159	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	510.00	510.00		510.00	510.00	25.50
828	160	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	38,040.00	38,040.00		38,040.00	38,040.00	1,902.00
829	161	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	1,665.00	1,665.00		1,665.00	1,665.00	83.25
830	162	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	11,375.00	11,375.00		11,375.00	11,375.00	568.75
831	163	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	305.00	305.00		305.00	305.00	15.25
832	164	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	7,670.00	7,670.00		7,670.00	7,670.00	383.50
833	165	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	355.00	355.00		355.00	355.00	17.75
834	166	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	39,700.00	39,700.00		39,700.00	39,700.00	1,985.00
835	167	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	84,200.00	84,200.00		84,200.00	84,200.00	4,210.00
836	168	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	20,450.00	20,450.00		20,450.00	20,450.00	1,022.50
837	169	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	3,785.00	3,785.00		3,785.00	3,785.00	189.25
838	170	0000	550	Basic Mechanical Requirements	M/O'Connor Mechanical	5,560.00	5,560.00		5,560.00	5,560.00	278.00

CONTINUATION SHEET										Application No. 42	Appr. DATE: October 31, 2025	PER. TO: October 31, 2025	ENGINEER'S PROJECT NO. 0.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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Spec	Item	Unit	Quantity	Unit Price	Amount	Material	Engineer's Project No.	Balance	Remarks	Retainage	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554																																																																																																																																																																																																																																																																																																																																																																																																																																																			

CONTINUATION SHEET										Application No. 42		October 31, 2025		PER TO: October 31, 2025		0.00	
APPL. DATE: October 31, 2025										ENGINEER'S PROJECT NO.:							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Item	Spec	Brand	Material	Quantity	Unit	Material	Quantity	Unit	Material	Quantity	Unit	Material	Quantity	Unit	Material	Quantity	Unit
881	22	1005	570	Plumbing Fitting	L	M/O'Connor Mechanical	2,555.00		2,555.00			2,555.00			2,555.00		
882	22	1006	570	Plumbing Piping Specialties	M	M/O'Connor Mechanical	6,930.00		6,930.00			6,930.00			6,930.00		
883	22	1006	570	Plumbing Piping Specialties	L	M/O'Connor Mechanical	3,060.00		3,060.00			3,060.00			3,060.00		
884	22	1000	570	Plumbing Equipment	M	M/O'Connor Mechanical	3,180.00		3,180.00			3,180.00			3,180.00		
885	22	1000	570	Plumbing Equipment	L	M/O'Connor Mechanical	960.00		960.00			960.00			960.00		
886	23	0593	570	TAB for HVAC	L	M/O'Connor Mechanical	13,100.00		13,100.00			13,100.00			13,100.00		
887	23	0993	570	Sequence of Operation for HVAC	M	M/O'Connor Mechanical	975.00		975.00			975.00			975.00		
888	23	0993	570	Sequence of Operation for HVAC	L	M/O'Connor Mechanical	840.00		840.00			840.00			840.00		
889	23	3100	570	HVAC Ducts and Gaskets	M	M/O'Connor Mechanical	2,935.00		2,935.00			2,935.00			2,935.00		
890	23	3100	570	HVAC Ducts and Gaskets	L	M/O'Connor Mechanical	840.00		840.00			840.00			840.00		
901	23	3300	570	Air Duct Accessories	M	M/O'Connor Mechanical	195.00		195.00			195.00			195.00		
902	23	3300	570	Air Duct Accessories	L	M/O'Connor Mechanical	170.00		170.00			170.00			170.00		
903	23	3423	570	HVAC Power Ventilators	M	M/O'Connor Mechanical	8,190.00		8,190.00			8,190.00			8,190.00		
904	23	3423	570	HVAC Power Ventilators	L	M/O'Connor Mechanical	1,370.00		1,370.00			1,370.00			1,370.00		
905	23	3700	570	Air Outlets and Inlets	M	M/O'Connor Mechanical	1,170.00		1,170.00			1,170.00			1,170.00		
906	23	3700	570	Air Outlets and Inlets	L	M/O'Connor Mechanical	300.00		300.00			300.00			300.00		
907	23	8101	570	Terminal Heat Transfer Units	M	M/O'Connor Mechanical	22,750.00		22,750.00			22,750.00			22,750.00		
908	23	8101	570	Terminal Heat Transfer Units	L	M/O'Connor Mechanical	1,010.00		1,010.00			1,010.00			1,010.00		
909	22	0523	570	Process Valves	M	M/O'Connor Mechanical	48,459.08		48,459.08			48,459.08			48,459.08		
910	26	1000	570	Biosolids Pumping Building	M	CEC Electric	17,900.00		17,900.00			17,900.00			17,900.00		
911	26	1000	570	Biosolids Pumping Building	L	CEC Electric	3,127.50		3,127.50			3,127.50			3,127.50		
912	26	1000	570	Lighting	M	CEC Electric	7,700.00		7,700.00			7,700.00			7,700.00		
913	26	1000	570	Lighting	L	CEC Electric	1,250.00		1,250.00			1,250.00			1,250.00		
914	26	6000	570	Lighting Protection	M	CEC Electric	18,330.00		18,330.00			18,330.00			18,330.00		
915	31	1000	570	Excavation	M	Con-Struct, Inc.	3,000.00		3,000.00			3,000.00			3,000.00		
916	31	1000	570	Excavation	L	Con-Struct, Inc.	15,000.00		15,000.00			15,000.00			15,000.00		
917	43	2137	570	Chopper Pumps	M	Hayward Gordon	29,700.00		29,700.00			29,700.00			29,700.00		
918	43	2137	570	Chopper Pumps	L	John Brothers	8,000.00		8,000.00			8,000.00			8,000.00		
919	580	Biosolids Storage Tanks					0.00		0.00			0.00			0.00		
920	03	1000	580	Rebar	M/L	Ambassador Steel Fabrications	100,950.00		100,950.00			100,950.00			100,950.00		
921	03	1000	580	Concrete	M	Connell Love Rebar Mix.	68,957.55		68,957.55			68,957.55			68,957.55		
922	03	1000	580	Footing Rebar	L	Williams Brothers Construction	7,951.50		7,951.50			7,951.50			7,951.50		
923	03	1000	580	SOB	L	Williams Brothers Construction	165,919.00		165,919.00			165,919.00			165,919.00		
924	05	1000	580	Rebar Piles	L	Williams Brothers Construction	773.00		773.00			773.00			773.00		
925	09	1000	580	Paints and Coatings	M/L	RT Coatings	6,080.00		6,080.00			6,080.00			6,080.00		
926	09	1000	580	Underlaid Sludge	M	John Brothers	43,500.00		43,500.00			43,500.00			43,500.00		
927	22	1000	580	Underlaid Sludge	L	John Brothers	23,300.00		23,300.00			23,300.00			23,300.00		
928	27	1000	580	Sludge Mixins	M	John Brothers	155,800.00		155,800.00			155,800.00			155,800.00		
929	27	1000	580	Sludge Mixins	L	John Brothers	70,000.00		70,000.00			70,000.00			70,000.00		
930	22	1000	580	Overflow & Decant	M	John Brothers	44,300.00		44,300.00			44,300.00			44,300.00		
931	22	1000	580	Overflow & Decant	L	John Brothers	30,000.00		30,000.00			30,000.00			30,000.00		
932	22	1000	580	Pump Station	M	John Brothers	5,300.00		5,300.00			5,300.00			5,300.00		
933	22	1000	580	Pump Station	L	John Brothers	8,400.00		8,400.00			8,400.00			8,400.00		
934	22	1000	580	Sludge Loadout Station	M	John Brothers	25,000.00		25,000.00			25,000.00			25,000.00		
935	22	1000	580	Sludge Loadout Station	L	John Brothers	4,000.00		4,000.00			4,000.00			4,000.00		
936	22	1000	580	Process Valves	M	Mellen & Associates	900		900			900			900		
937	22	1000	580	Process Valves	L	Con-Struct, Inc.	170,000.00		170,000.00			170,000.00			170,000.00		
938	31	1000	580	Excavation	M	Con-Struct, Inc.	150,000.00		150,000.00			150,000.00			150,000.00		
939	31	1000	580	Excavation	L	Con-Struct, Inc.	626,900.00		626,900.00			626,900.00			626,900.00		
940	33	1613	580	Boiled Steel Wastewater Storage Tank	M	Great Plains Structures	15,500.00		15,500.00			15,500.00			15,500.00		
941	33	1613	580	Boiled Steel Wastewater Storage Tank	L	Great Plains Structures	190,600.00		190,600.00			190,600.00			190,600.00		
942	33	1613	580	Boiled Steel Wastewater Storage Tank	M	Great Plains Structures	15,500.00		15,500.00			15,500.00			15,500.00		
943	33	1613	580	Boiled Steel Wastewater Storage Tank	L	Great Plains Structures	190,600.00		190,600.00			190,600.00			190,600.00		

CONTINUATION SHEET									
1	2	3	4	5	6	7	8	9	10
Spec	Order	Activity	Subcontractor	Amount	APR. DATE	October 31, 2025	PER TO:	October 31, 2025	0.00
4 Sec	NO.	NO.	NO.	NO.	APR. DATE	October 31, 2025	ENGINEER'S PROJECT NO.	0.00	
948 CHANGE ORDERS									
950	CO-1	COR-01		2,118.27	2,118.27		2,118.27	100%	105.91
951	CO-1	COR-02		2,201.00	2,201.00		2,201.00	100%	110.05
952	CO-1	COR-03		4,850.00	4,850.00		4,850.00	100%	242.50
953	CO-1	COR-06		844.00	844.00		844.00	100%	42.20
954	CO-2	COR-04B3		88,694.00	88,694.00		88,694.00	100%	4,434.70
955	CO-2	COR-08		10,727.00	10,727.00		10,727.00	100%	536.35
956	CO-2	COR-10R		18,123.00	18,123.00		18,123.00	100%	906.15
957	CO-2	COR-01		(29,779.00)	(29,779.00)		(29,779.00)	100%	(1,488.95)
958	CO-3	COR-11		(13,205.00)	(13,205.00)		(13,205.00)	100%	(660.25)
959	CO-3	RFP-02		7,762.00	7,762.00		7,762.00	100%	388.10
960	CO-3	RFP-05		6,552.00	6,552.00		6,552.00	100%	327.60
961	CO-4	RFP-04		(12,518.00)	(12,518.00)		(12,518.00)	100%	(625.90)
962	CO-4	COR-12		14,289.00	14,289.00		14,289.00	100%	714.45
963	CO-4	COR-013		9,556.00	9,556.00		9,556.00	100%	477.80
964	CO-4	RFP-06		6,413.00	6,413.00		6,413.00	100%	320.65
965	CO-4	RFP-07		931.00	931.00		931.00	100%	46.55
966	CO-4	RFP-08		(15,105.00)	(15,105.00)		(15,105.00)	100%	(755.25)
967	CO-4	COR-014		2,490.00	2,490.00		2,490.00	100%	124.50
968	CO-4	COR-016		3,203.00	3,203.00		3,203.00	100%	160.15
969	CO-4	COR-017		2,080.00	2,080.00		2,080.00	100%	104.00
970	CO-4	COR-019		4,797.00	4,797.00		4,797.00	100%	239.85
971	CO-5	COR-18		14,783.00	14,783.00		14,783.00	100%	739.15
972	CO-5	RFP-09R2		167,749.00	167,749.00		167,749.00	100%	8,387.45
973	CO-6	Extension		337,526.00	337,526.00		337,526.00	100%	16,876.30
974									
975									
976									
977									
TOTAL CHANGE ORDERS				635,081.27	297,656.27	337,526.00	0.00	0.00	31,754.06
TOTAL CHANGES CONTRACT AMT				36,485,081.27	35,938,775.92	366,944.64	0.00	0.00	179,360.71
									1,815,286.03

P.153

CONTINUATION SHEET									
1				Application No.	42	PER TO:	October 31, 2025	0.00	
2				APPL. DATE:	October 31, 2025	ENGINEER'S PROJECT NO:			
3	Spec	General Work	Supplies	Unshipped	Work Completed	Not Period	Not Period	Not Period	Not Period
4	Sec	Non-Clog Pumps	Subcontractor	170,253.00	170,253.00	0.00	0.00	0.00	0.00
1030			Zimmer & Prosser	11,354,607.86	11,014,394.84	357,576.00	11,351,920.84	100%	2,682.02
1031			Williams Brothers Const Inc.	36,485,081.27	35,938,775.92	366,944.64	36,305,720.56	100%	179,360.71
1032			TOTALS						1,815,286.03

STATE OF ILLINOIS }
 } ss.
PEORIA COUNTY }

TO ALL WHOM IT MAY CONCERN:

Nevada Wastewater Treatment Facilities

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

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

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

WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL)

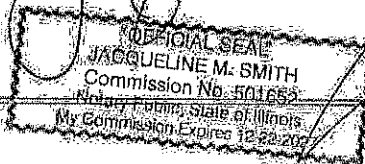
Subscribed and sworn to before me this October 31, 2025

Notary Public

By:

Jacob Lee, Accountant

(SEAL)





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

November 5, 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. 42

Dear Jordan:

Attached is an electronic copy of Payment Application No. 42 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:** No work completed this period;
- **Divisions 25, 27 Integrated Automation, Comm.:** No work completed this period;
- **Division 26 Electrical:** No work completed this period;
- **Division 28 Electronic Safety and Security:** No work completed this period;
- **Division 31 Earthwork:** No work completed this period;
- **Division 32 Exterior Improvements:** No work completed this period;
- **Division 33 Utilities:** No work completed this period;
- **Division 41 Materials Processing:** No work completed this period;
- **Division 43 Process Gas, Purification:** 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. 42 is \$0.00. See attached payment application markups for an explanation of revisions.

As of this Pay Application, Boomerang Corp. has previously been paid 82.3% of the total contract value and is now requesting payment that would reflect a cumulative payment of approximately 96% of the total contract value. As of this Pay Application, 221% of the current contract time has been used. Boomerang Corp. substantially completed the work 697 calendar days behind schedule based on the current contract Substantial Completion date. HRG would also like to note that the project is nearly finally complete pending completion of punchlist items. HRG has requested a schedule update from Boomerang for when the remaining work will be completed.



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

As you are aware, there has been a significant delay in the Contractor's progress of Work with regard to meeting the requirements of Substantial Completion. Attached is a letter dated November 5, 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. 42. As of Boomerang's submittal of Payment Application No. 42, this combined value is currently \$1,404,609.44. 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. 41. 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. 42 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

November 5, 2025

(VIA EMAIL)

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

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

Dear Marianne,

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

The contractual Substantial Completion date is June 9, 2023. 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 # 42

Recommended Payment Amount Calculation Summary

Line	Item	Amount
1	Requested "Amount Due" in this Payment Application	\$ 4,893.48
2	Retainage on work completed & stored materials to date	\$ 354,215.96
3	Potential liquidated damages	\$ 1,045,500.00
4	Total	\$ 1,404,609.44
5	Balance to Finish, Including Retainage from previous approved payment application	\$ 1,244,117.27
6	Current Payment Application reduction (Line 5 - Line 4)	\$ (160,492.17)
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: 42
PERIOD TO: 10.31.25
PROJECT NOS:

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

VIA ENGINEER:
HR Green
Michael Roth

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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 \$ 7,084,319.16

5. RETAINAGE:

a. 5% of Work Completed (Not including water main) \$ 354,215.96
(Columns D + E on Continuation Sheet)

b. 5 % of Stored Material \$ -
(Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b) \$ 354,215.96
(Total in Column I on Continuation Sheet)

6. TOTAL EARNED LESS RETAINAGE \$ 6,730,103.20
(Line 4 less Line 5 Total)

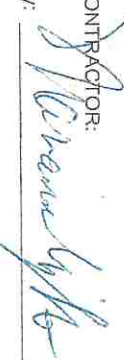
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 6,725,209.72
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 4,893.48

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 296,715.96
(Line 3 less Line 6)

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

CONTRACTOR:

By: 

Date: 11/3/25

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:

By: 

Date: 11/5/25

OWNER'S APPROVAL:

By: _____

Date: _____

CONTINUATION SHEET

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

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

Use Column 1 on Contracts where variable retainerage for line items may apply.

APPLICATION NO: 42
PERIOD TO: 10/31/26
ENGINEER'S PROJECT NO.:

A	B	C	D		E	F	G	H	I
			From Previous Application (D + E)	This Period		Materials Presently Stored (not in D or E)	Completed & Stored to Date (D + E + F)	Balance to Finish (C - G)	
1	Division 01 General Requirements Bonds / Permits / Insurance Administration/Project Management Mobilization Tolles/Dismobilization /Etc SMP/PP/Periodic Control Survey Bypass Pumping	\$ 95,000.53 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	\$ 95,000.53 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	-	-	-	\$ 95,000.53 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 38,000.00	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 4,750.03 \$ 2,500.00 \$ 3,500.00 \$ 400.00 \$ 260.06 \$ 500.00 \$ 1,500.00
2	Division 02 Existing Conditions Payement/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	\$ - \$ - \$ -	\$ 360.00 \$ 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 Concrete Materials Bypass Concrete Labor Generator Pad/Basement/Miscellaneous Hollow Core Foot Planks/ Precast Slabs Labor and Materials Hollow Core Planks/ Slabs Submittal Drawings	\$ 320,486.00 \$ 476,000.00 \$ 235,000.00 \$ 687,000.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	\$ 320,486.00 \$ 476,000.00 \$ 235,000.00 \$ 687,000.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	-	-	-	\$ 320,486.00 \$ 476,000.00 \$ 235,000.00 \$ 687,000.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 16,024.30 \$ 23,750.00 \$ 11,750.00 \$ 34,350.00 \$ 325.00 \$ 475.00 \$ 325.00 \$ 1,000.00 \$ 1,000.00 \$ 5,250.00 \$ 800.00
4	Division 4 Unit Masonry Submittals CMU Labor and Materials Brick Labor and Materials	\$ 1,500.00 \$ 125,000.00 \$ 55,000.00	\$ 1,500.00 \$ 125,000.00 \$ 55,000.00	-	-	-	\$ 1,500.00 \$ 125,000.00 \$ 55,000.00	\$ - \$ - \$ -	\$ 75.00 \$ 6,250.00 \$ 4,750.00
5	Division 5 Metals Submittals Embered Lumber Labor and Materials Ladder/Gang/Stairs and Handrail Materials Ladder/Gang/Stairs and Handrail Labor	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 10,000.00	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 10,000.00	-	-	-	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 10,000.00	\$ - \$ - \$ - \$ -	\$ 100.00 \$ 2,250.00 \$ 4,750.00 \$ 750.00
6	Division 6 Rough Carpentry Roof Nailer Labor and Material Masonry Blocks at openings Labor and Materials Masonry Blocks, Miscellaneous Nails Labor and Materials	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	-	-	-	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ - \$ - \$ -	\$ 450.00 \$ 325.00 \$ 125.00
7	Division 7 Thermal and Moisture Barriers/Waterproofing Materials Batilene Waterproofing Labor Cement Wall Insulation at Masonry Labor and Materials Parimeter Foundation Wall Insulation Labor and Materials Caulking and Seals Labor and Materials Weather Barrier at Masonry Materials Weather Barrier at Masonry Labor	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00 \$ 10,000.00 \$ 4,500.00 \$ 7,500.00	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00 \$ 10,000.00 \$ 4,500.00 \$ 7,500.00	-	-	-	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00 \$ 10,000.00 \$ 4,500.00 \$ 7,500.00	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 1,250.00 \$ 1,625.00 \$ 1,500.00 \$ 1,250.00 \$ 500.00 \$ 225.00 \$ 375.00

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

PERIOD TO:
ENGINEER'S PROJECT NO.:

10.31.25

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

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (with D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (G - D)	I Retainage (if Variable Rate)
			From Previous Application (D + E)	This Period		% (G/C)		
8	Division 8 Doors and Hardware							
	All door and Hardware Submittals	5,000.00	5,000.00			100%		250.00
	Aluminum Doors Frames Materials	20,000.00	20,000.00			100%		1,000.00
	Aluminum Doors Frames Labor	13,500.00	13,500.00			100%		675.00
	Hardware Materials	10,000.00	10,000.00			100%		500.00
	FRP Doors and Frames Materials	12,500.00	12,500.00			100%		625.00
	FRP Doors and Frames Labor	8,000.00	8,000.00			100%		400.00
9	Division 9 Finishes							
	Painting Labor and Materials	50,000.00	50,000.00			100%		2,500.00
	Corrosion Protective Liner Materials	11,000.00	11,000.00			100%		550.00
	Corrosion Protective Liner Labor	3,000.00	3,000.00			100%		150.00
	Overhead Coiling Doors Labor Shipping	15,000.00	15,000.00			100%		750.00
	Translucent Roof Assemblies Materials	7,500.00	7,500.00			100%		375.00
	Translucent Roof Assemblies Labor							
10	Division 10 Specialties							
	Signage Labor and Materials	43,000.00	43,000.00			100%		2,150.00
	Toilet Accessories Labor and Materials	130,000.00	130,000.00			100%		6,500.00
	Fire Extinguishers Labor and Materials	285,000.00	285,000.00			100%		13,250.00
22	Division 22.36 Plumbing/HVAC/Gases							
	Hydro pneumatic Surge Tanks Materials Down Payment	32,000.00	32,000.00			100%		1,600.00
	Hydro pneumatic Surge Tanks Labor	288,000.00	288,000.00			100%		14,400.00
	Hydro pneumatic Surge Tank Labor	13,500.00	13,500.00			100%		675.00
	Process Valves/Gates Materials	243,000.00	243,000.00			100%		12,150.00
	Process Valves/Gates Labor	25,500.00	25,500.00			100%		1,275.00
	Punching/HVAC Materials	250,934.00	250,934.00			100%		13,046.70
	Punching/HVAC Labor	25,066.00	25,066.00			100%		1,253.30
	Process Piping Materials Down Payment	18,350.00	18,350.00			100%		915.00
	Process Piping Materials Labor	108,650.00	108,650.00			100%		5,432.50
	Process Piping Balance Materials	76,000.00	76,000.00			100%		3,800.00
	Process Piping Labor	5,000.00	5,000.00			100%		250.00
	ASIS O&M Documentation	19,000.00	19,000.00			100%		950.00
	Training Start Ups	5,000.00	5,000.00			100%		250.00
	Submittals					0%		
25	Division 25.27 Integrated Automation, Comm.							
	Jelco Submittals	30,000.00	30,000.00			100%		1,500.00
	Jelco Production Labor and Materials	320,000.00	320,000.00			100%		16,000.00
26	Division 26 Electrical							
	Demo	1,700.00	1,700.00			100%		85.00
	Underground Labor	40,000.00	40,000.00			100%		2,000.00
	Underground Materials	41,000.00	41,000.00			100%		2,050.00
	Branch Circuit Labor	50,000.00	50,000.00			100%		2,500.00

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

PERIOD TO: 10.31.25
ENGINEER'S PROJECT NO.:

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where value retained for line items may apply.

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Ind in D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (C - G)	I Retainage (If Verifiable Retain)
			From Previous Application (D + E)	This Period				
28	Branch Conduit Materials	\$ 38,000.00	\$ 38,000.00	\$ -	\$ -	\$ 38,000.00	\$ -	\$ 1,500.00
	Feeder Conduit Labor	\$ 28,000.00	\$ 28,000.00	\$ -	\$ -	\$ 28,000.00	\$ -	\$ 1,400.00
	Feeder Conduit Materials	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	\$ -	\$ 1,750.00
	Branch Wire Labor	\$ 13,000.00	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	\$ -	\$ 650.00
	Branch Wire Materials	\$ 13,000.00	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	\$ -	\$ 650.00
	Feeder Wire Labor	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00	\$ -	\$ 800.00
	Feeder Wire Materials	\$ 42,000.00	\$ 42,000.00	\$ -	\$ -	\$ 42,000.00	\$ -	\$ 2,100.00
	Electrical Gear Labor	\$ 11,000.00	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	\$ -	\$ 550.00
	Electrical Gear Materials	\$ 33,500.00	\$ 33,500.00	\$ -	\$ -	\$ 33,500.00	\$ -	\$ 1,675.00
	Lighting Protection Labor and Materials	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 425.00
	Lighting Labor	\$ 11,000.00	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	\$ -	\$ 550.00
	Lighting Materials	\$ 33,000.00	\$ 33,000.00	\$ -	\$ -	\$ 33,000.00	\$ -	\$ 1,650.00
	Devices Labor	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 200.00
	Devices Materials	\$ 17,000.00	\$ 17,000.00	\$ -	\$ -	\$ 17,000.00	\$ -	\$ 850.00
31	Generator Labor	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 400.00
	Generator Materials	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00
	Controls Labor	\$ 36,000.00	\$ 36,000.00	\$ -	\$ -	\$ 36,000.00	\$ -	\$ 1,800.00
32	Submittals/CAD Design	\$ 137,600.00	\$ 137,600.00	\$ -	\$ -	\$ 137,600.00	\$ -	\$ 6,880.00
	Currents Generator/Transfer Switch Materials	\$ 5,595.46	\$ 5,595.46	\$ -	\$ -	\$ 5,595.46	\$ -	\$ 279.77
28	Electronic Safety and Security	\$ 5,035.01	\$ 5,035.01	\$ -	\$ -	\$ 5,035.01	\$ -	\$ 251.75
	Security Cameras Down Payment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Division 31 Earthwork	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00
	Lay down drainage areas	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 300.00
	Strip Resealed topsoil	\$ 85,000.00	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ 4,250.00
	Mass Excavation	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 3,000.00
	Dewatering	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 1,000.00
	Backfill Structures	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 300.00
	Final Grade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Division 32 Exterior Improvements	\$ 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	\$ -	\$ 4,500.00
	Paving Labor and Materials	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 250.00
	Asphalt Patch	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 225.00
	Temporary Access Road	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 175.00
	Generator Siting	\$ 27,000.00	\$ 27,000.00	\$ -	\$ -	\$ 27,000.00	\$ -	\$ 1,350.00
	Chemical Link Poles and Gates	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 75.00
	Boiled Covers	\$ 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	\$ -	\$ 75.00
	Installation of Watermain	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ 25.00
	Videoing of Sanitary Sewer	\$ 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	\$ -	\$ 1,500.00
	Tapping Sleeve Labor and Materials	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 300.00
	Watermain Materials	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00
	Watermain Labor	\$ 28,000.00	\$ 28,000.00	\$ -	\$ -	\$ 28,000.00	\$ -	\$ 1,400.00
	Hydrostatic Testing	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ 800.00	\$ -	\$ 40.00
	Sanitary Piping Materials	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 2,500.00
	Sanitary Piping Labor	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 1,250.00
	Sanitary Sewer Manhole Testing	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 60.00
	Substation Labor and Materials	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 225.00
	Storm sewer Materials	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 750.00
	Storm sewer Labor	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 600.00

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

PERIOD TO: 10.31.26
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 Work Completed		F Materials Presently Stored (incl. 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)	This Period				
41	Division 41 Materials Processing Manurell Bean Manurell Hotel Labor and Materials	\$ 7,000.00 \$ 9,000.00	\$ 7,000.00 \$ 9,000.00	\$ - \$ -	\$ - \$ -	\$ 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 \$ 8,500.00 \$ 2,500.00	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ 270,000.00 \$ 5,000.00 \$ 7,000.00 \$ 8,500.00 \$ 2,500.00	\$ - \$ - \$ - \$ - \$ -	\$ 13,500.00 \$ 250.00 \$ 350.00 \$ 475.00 \$ 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 - Handies Change Order #2	\$ 412,083.00 \$ 12,000.00 \$ - \$ (50,000.00) \$ (10,000.00) \$ 9,819.16	\$ 406,931.87 \$ 12,000.00 \$ - \$ - \$ - \$ 9,819.16	\$ 5,151.03 \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ 412,083.00 \$ 12,000.00 \$ - \$ - \$ - \$ 9,819.16	\$ - \$ - \$ - \$ (50,000.00) \$ (10,000.00) \$ -	\$ 20,504.15 \$ 600.00 \$ - \$ - \$ - \$ 493.96
		\$7,026,518.16	\$7,079,768.13	\$5,151.03	\$0.00	\$7,084,319.16	-\$57,500.00	\$354,215.96

Luke Spence Nevada City Council Ward 2 Representative's Post



Luke Spence Nevada City Council Ward 2 Representative

October 30 at 7:00 PM · 🌐



Have you been receiving robotexts from candidates for our city elections? If so, did you know that they aren't legal without your consent?

The link to the law on this is below as well as a pamphlet from an advocacy group but to give a brief synopsis robotexts are only allowed if the person sending them already has your consent unless the text was sent manually. If the text you receive includes a "reply STOP to no longer receive these" type message it is definitely not being sent manually.

And what is "prior express consent?" For that refer to the second link below (p.13). In part it says this: "The mere fact that an organization has a person's cell phone number in its database is not sufficient to demonstrate prior express consent absent evidence that the person voluntarily provided the number. Since the number could have been obtained in a variety of ways, such as by acquiring a third-party list or capturing the number through caller ID or through an app that harvests numbers from users' contact lists, more is needed. There must be sufficient evidence linking the organization's possession of the cell phone number to the person actually providing that number to the organization."

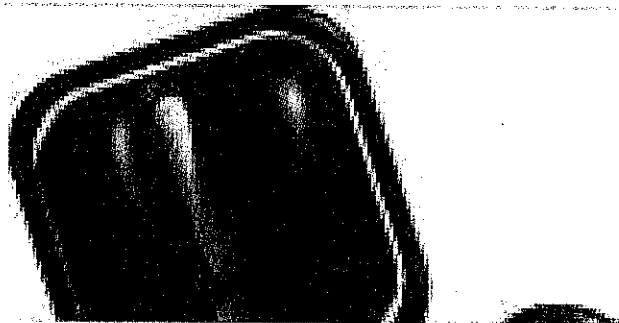
How do I know this you may ask? Because I wanted to do this in the past and hadn't read the rules. When I tried to send it out the company I was using, and had used in the past to send group texts for other non-campaign matters, called me and educated me on what I could and couldn't do.

What are the repercussions to doing this? Unfortunately, little to nothing for a small-town election. But you can report the sender by forwarding the texts to 7726 (or "SPAM") or file a complaint online at <https://consumercomplaints.fcc.gov>

Below are a couple links for reference.

<https://www.fcc.gov/rules-political-campaign-calls-and-texts>

https://afj.org/.../RulesofRobocalling_Guide_Revised-2025...



Comment as Melissa Muschick



Wednesday, November 5, 2025

Dear Mayor and Members of the Nevada City Council,

I am writing to express my concern regarding a public Facebook post made by Council Member **Luke Spence** on **October 30, 2025**, just days before the recent city council election. In that post, made from his official page titled "**Luke Spence Nevada City Council Ward 2 Representative**," Mr. Spence alleged that candidates in the race had sent *illegal "robotexts"* to voters in violation of federal law.

While no candidates were named directly, it was immediately clear to the community that the statements referred to **myself and fellow candidate Barb Mittman**, as we were the only candidates who used text messaging as part of our campaign outreach. These statements were false, made without factual basis, misleading, and damaging. Our text messages were conducted legally through peer-to-peer systems that comply with all FCC and federal election communication regulations.

What concerns me most is that this statement was made from an **official city-branded account**. That distinction matters. When a sitting council member uses an official page to make unfounded allegations during an election, it gives the impression that the information is endorsed by or connected to the City of Nevada. That crosses an important ethical line. It not only damages the reputations of individuals but also undermines public trust in the integrity and impartiality of our local government.

This post was seen by numerous residents and discussed publicly in the days leading up to the election. The timing, tone, and appearance of authority undoubtedly influenced perceptions and, in my view, had a measurable impact on voter confidence and fairness.

This situation goes beyond personal reputation. It raises legitimate questions about fairness, integrity, and accountability in how elected officials use their platforms. Public trust depends on honesty, restraint, and respect for due process, especially during elections when emotions and stakes are high.

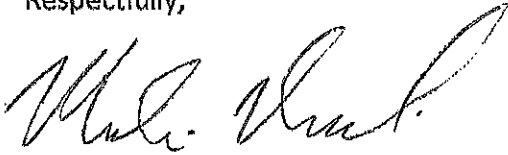
I am not sharing this out of anger but out of genuine concern for the health of our community and the credibility of our local government. I believe it is appropriate for the Council to review this matter and consider establishing clearer expectations or guidelines around the ethical use of official titles and public platforms in political contexts.

I have always valued and respected those who serve our city, and I remain committed to working collaboratively toward what is best for Nevada. **However, I also believe in accountability and transparency, which are essential to maintaining public confidence in those who represent us.**

I respectfully request that the City Council review this matter against the City's own Code of Conduct, relevant ethical guidelines, and applicable legal standards to determine whether this action constitutes a breach of duty or misuse of an official platform. I believe this is not just a matter of poor judgment but one that merits a clear and transparent review to protect the credibility of the Council and the community it serves.

I sincerely hope this matter can be resolved appropriately at the council level. However, if it is not reviewed or addressed through this process, I may explore other avenues available under state and local ethics and campaign conduct laws to ensure there is appropriate accountability.

Respectfully,

A handwritten signature in black ink, appearing to read 'Melissa Muschick', written in a cursive style.

Melissa Muschick

ORDINANCE NO. 1070 (2025/2026)

~~AN ORDINANCE AMENDING CHAPTER 50 OF THE NEVADA MUNICIPAL CODE (NUISANCE ABATEMENT PROCEDURE) TO DECLARE STORAGE USES ON THE FIRST FLOOR OF MULTI-STORY BUILDINGS IN THE DOWNTOWN CORRIDOR DISTRICT A PUBLIC NUISANCE~~

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

SECTION 1. SECTION ADDED. The Codes of Ordinances of the City of Nevada is amended by adding a new section to Chapter 50 (Nuisance Abatement Procedure); Section 50.02(12) titled Visible Interior Storage in Downtown Corridor, is hereby adopted to read as follows:

50.02(12) Visible Interior Storage in Downtown Corridor.

(A) The use of first-floor space in multi-story buildings within the Downtown Corridor (DC) District for excessive or unmanaged storage, where such storage is visible from the public right-of-way and detracts from the appearance, safety, or economic vitality of the district, is hereby declared a public nuisance.

(B) This provision applies only to buildings that are more than one story in height.

(C) For the purposes of this section, "storage" means the accumulation of goods, materials, boxes, furnishings, or other items in a manner that is not part of an active commercial display or permitted use; obstructs visibility into or out of the premises; creates a cluttered, disorganized, or unsafe appearance; or is excessive in volume or duration relative to the intended use of the space.

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

SECTION 3. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved 1st Reading on this ____th day of _____, 2025.

Passed and approved 2nd Reading on this ____th day of _____, 2025.

Passed and approved 3rd and final Reading on this ____th day of _____, 2025.

Ryan Condon, Mayor

Kerin Wright, City Clerk

ORDINANCE NO. 1071 (2025/2026)

AN ORDINANCE AMENDING CHAPTER 145 OF THE NEVADA MUNICIPAL CODE (DANGEROUS BUILDINGS) WITH REGARD TO STORAGE USES WHICH MAY CREATE A FIRE HAZARD

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

SECTION 1. SECTION AMENDED. The Codes of Ordinances of the City of Nevada is amended by adding the following underlined language to Chapter 145 (Dangerous Buildings); Section 145.03(4) titled Fire Hazard, to read as follows:

4. Fire Hazard. Whenever any building or structure, because of dilapidated condition, deterioration, damage, or other cause, is determined by the Fire Marshal or Fire Chief to be a fire hazard.

The accumulation of excessive or unmanaged storage may be determined by the Fire Marshal or Fire Chief to be a fire hazard, in the event such storage of combustible materials such as papers, cartons, magazines, paints, sprays, old clothing, furniture or similar materials have the potential to create a fire hazard.

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

SECTION 3. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved 1st Reading on this _____th day of _____, 2025.

Passed and approved 2nd Reading on this _____th day of _____, 2025.

Passed and approved 3rd and final Reading on this _____th day of _____, 2025.

Ryan Condon, Mayor

Kerin Wright, City Clerk

ORDINANCE NO. 1072 (2025/2026)

~~AN ORDINANCE AMENDING CHAPTER 165 OF THE NEVADA MUNICIPAL CODE (LAND DEVELOPMENT – ZONING REGULATIONS) TO PROHIBIT STORAGE USES ON THE FIRST FLOOR OF MULTI-STORY BUILDINGS IN THE DOWNTOWN CORRIDOR DISTRICT~~

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

SECTION 1. SECTION ADDED. The Codes of Ordinances of the City of Nevada is amended by adding a new section to Chapter 165 (Land Development – Zoning Regulations); Section 165.16(4) titled Storage Use Restrictions in the DC District, is hereby adopted to read as follows:

165.16 Supplemental Use Regulations: Storage Use Restrictions in the DC District.

- A. In the Downtown Corridor (DC) District, the use of the first floor of any building with more than one story for storage purposes is prohibited, except where such storage is clearly incidental and accessory to a permitted principal use on the same floor.
- B. This restriction shall not apply to buildings that are one story in height.
- C. For the purposes of this section, “storage” shall mean the use of space for the keeping of goods, materials, equipment, or personal property not intended for immediate sale, display, or active use.

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

SECTION 3. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved 1st Reading on this ____th day of _____, 2025.

Passed and approved 2nd Reading on this ____th day of _____, 2025.

Passed and approved 3rd and final Reading on this ____th day of _____, 2025.

Ryan Condon, Mayor

Kerin Wright, City Clerk

ORDINANCE NO. 1075 (2025/2026)

AN ORDINANCE AMENDING CHAPTER 165 (LAND DEVELOPMENT-ZONING REGULATIONS) OF THE CITY CODE TO UPDATE OFF-STREET PARKING REQUIREMENTS

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

SECTION 1. SECTION MODIFIED. Chapter 165 (Land Development – Zoning Regulations), Section 165.19 (Off-Street Parking) is hereby amended by updating the **highlighted, bold underlined** language:

165.19 OFF-STREET PARKING.

The Off-Street Parking Regulations require that developments provide parking in proportion to the need created by each use. The regulations further establish standards for the functional design of parking facilities. These regulations are intended to accommodate vehicles in a functionally satisfactory manner and to minimize external effects on neighboring properties.

1. General Applications and Exemptions. Off-street parking shall be provided for any new building constructed, for new uses or conversions of existing buildings, or for enlargements of existing structures. Any use within the DC Downtown Commercial District other than Downtown Residential is exempt from the off-street parking requirements provided by subsection 2 below. Any off-street parking facility constructed in the DC District after the effective date of the Zoning Ordinance must comply with the design standards set forth in this section.

2. Schedule of Off-Street Parking Requirements. Parking facilities for each use shall be provided in accord with the minimum requirements set forth in Table 165.19-1.

A. When a computation of required parking results in a fraction of 0.5 or greater, the requirement shall be rounded up to the next whole number.

B. Unless otherwise indicated, parking requirements are based on gross floor area. Gross floor areas for the purpose of this calculation exclude any interior space used for the parking or loading of vehicles.

C. When parking requirements are computed on the basis of capacity, capacity shall be determined by the building code or other official determinations of occupancy in effect for the City of Nevada at the time the use is established.

TABLE 165.19-1: Minimum Off-Street Parking Requirements	
Agricultural Use Types	
Horticulture	1 space per 4,000 1,500 square feet of sales area
Crop/Animal Production	No requirement
Residential Use Types	
Single-Family Residential	3 4 spaces per dwelling unit
Duplex Residential	2.5 3 spaces per dwelling unit

Townhouse Residential	2.5 3 spaces per dwelling unit
Multi-Family Residential	2.5 spaces per dwelling unit 1 Space per Studio; 1.5 Spaces per bed, 2.5 spaces per 2 bed, 3.5 spaces per 3 bed
Downtown Residential	2 spaces per dwelling unit
Group Residential	1 space for each resident
Mobile Home Residential	2 2.5 spaces per dwelling unit
Retirement Residence	2 spaces per independent living unit; 1.5 spaces per assisted living unit, plus one space per employee of the largest shift
Civic Use Types	
Administration	1 space for 300 square feet of gross floor area
Cemetery	No requirement
Clubs	1 space per 4 5-person capacity
College/University	1 space per three students
Convalescent Services	1 space for 4 beds
Cultural Services	1 space per 500 750 square feet of gross floor area
Day Care Services	1 space per 5 6 -person capacity + 1 space per employee of largest shift.
Group Care Facility	1 space per 4-person capacity + 1 space per employee of largest shift
Group Home	1 space per 4-person capacity + 1 space per employee of largest shift
Guidance Services	1 space per 300 square feet
Health Care	1 space per 300 square feet + 1 space per employee of largest shift
Hospitals	1 space per 2 beds
Maintenance Facilities	See Schedule A
Parks and Recreation	No requirement
Postal Facilities	See Schedule A
Primary Education	1 space per employee of largest shift + 10 stalls for visitors
Public Assembly	1 space per 4 5 -person capacity
Religious Assembly	1 space per 4-person capacity in largest assembly area
Safety Services	1 space per employee of maximum shift + 1 stall per 4,000 1,500 sq. ft
Secondary Education	1 space per employee of max shift + 1 space for each 3 11th and 12th grade students

Utilities	1 space per employee of maximum shift
Commercial Use Types	
Agricultural Sales/Service	See Schedule A
Auto Rental and Sales	See Schedule A
Auto Service *	4 times service capacity
Body Repair *	5 7 spaces per repair stall
Business Support Services	1 space per 500 750 square feet
Campground	1 space per camping unit
Cocktail Lounge	1 space per 200 400 square feet
Commercial Recreation	1 space per 4-person capacity
Communication Services	1 space per 500 750 square feet
Construction Sales	See Schedule A
Consumer Services	1 space per 200 750 square feet
Convenience Storage	1 space per 20 storage units **
Equipment Sales/Service	See Schedule A
Food Sales (All Types)	1 space per 200 400 square feet
General Retail Services	1 space per 200 400 square feet
Liquor Sales	1 space per 200 400 square feet
Lodging	1 space per unit
Personal Improvement	1 space per 200 300 square feet
Personal Services	1 space per 300 400 square feet
Pet Services	1 space per 500 400 square feet
Restaurants (Drive-in)	1 space per 50 150 square feet of customer service area
Restaurants (General)	1 space per 3 4-person capacity in dining area
Stables/Kennels	1 space per employee + 1 stall per 5,000 sq. ft. of site area
Surplus Sales	See Schedule A
Trade Services	1 space per 500 square feet
Veterinary Services	1 space per 500 square feet
Office Use Types	

Corporate Offices	1 space per 300 500 square feet
General Offices	1 space per 300 500 square feet
Financial Services	1 space per 300 500 square feet
Medical Offices	3 spaces per staff doctor or dentist
Miscellaneous Use Types	
Broadcasting Tower	See Schedule A
Non-Putrescible Landfill	See Schedule A
All Landfills	See Schedule A
Industrial Use Types	
Agricultural Industries	See Schedule A
Light Industry	See Schedule A
General Industry	See Schedule A
Heavy Industry	See Schedule A
Railroad Facilities	See Schedule A
Resource Extraction	1 space per employee on largest shift
Salvage Services	See Schedule A
Warehousing	See Schedule A
Construction Yards	See Schedule A
* Auto Service and Body Repair subject to other restrictions applicable under this chapter: See Section 4: Use Types - "Vehicle Storage"; also Section 6: Supplemental Use Regulations, "Outdoor Storage." ** This standard may be reduced by up to 20% at the discretion of the Building Official, if site plan review demonstrates that circulation and loading patterns accommodate adequate space for queuing and temporary parking by users during the peak hours of operation.	
Schedule A	
This schedule sets forth minimum off-street parking requirements for uses with elements that have different functions and operating characteristics	
Function of Element	Requirement
Office or Administration	1 space per 300 500 square feet
Indoor Sales, Display or Service Area	1 space per 500 750 square feet

Outdoor Sales, Display or Service Area	1 space per 2,000 3,000 square feet
Equipment Servicing or Manufacturing	1 space per 1,000 square feet
Indoor or Outdoor Storage or Warehousing	1 space per 5,000 square feet

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved 1st Reading on this ___ day of ___, 20__.

Passed and approved 2nd Reading on this ___ day of ___, 20__.

Passed and approved 3rd and final Reading on this ___ day of ___, 20__.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

1st Reading – __, 2025

Motion by Council Member __, seconded by Council Member __, to adopt the first reading of Ordinance No. 1075 (2025/2026).

AYES: ____

NAYS: ____

ABSENT: ____

2nd Reading – __, 2025

Motion by Council Member __, seconded Council Member by __, to adopt the second reading of Ordinance No. 1075 (2025/2026).

AYES: ____

NAYS: ____

ABSENT: ____

3rd Reading – __, 2025

Motion by Council Member __, seconded by Council Member __, to adopt the third and final reading of Ordinance No. 1075 (2025/2026).

AYES: ____

NAYS: ____

ABSENT: ____

The Mayor declared Ordinance No. 1075 (2025/2026) adopted.

I certify that the foregoing was published as Ordinance No. 1075 (2025/2026) on the __ day of __, 20__.

Kerin Wright, City Clerk



NEVADA PUBLIC SAFETY DEPARTMENT

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

Chris Brandes
Public Safety Director
Chief of Police

Item # 19
Date: 11/10/25



To: Mayor and City Council
From: Chris Brandes, Public Safety Director/Chief of Police
Date: Monday, October 20, 2025
Ref: Retail Device Permit

HISTORY:

On January 1, 2025, the Iowa Senate File 345 became effective. This SF regulates and taxes the sale of devices in Iowa. The devices are defined as "any equipment or product, made in whole or in part of glass or metal that is designed for use in inhaling through combustion tobacco, hemp, other plant materials, or a controlled substance. Device does not include a vapor product or a tobacco smoking product made of briar, meerschaum, clay, or corn cob and not having a surface, aperture, or other feature consisting of metal or glass."

On 7/18/25, Sundown Liquor and Groceries submitted an application to the State of Iowa. No communication was made with the City of Nevada.

On 10/14/25, the City of Nevada became aware of the permit application. A check on site check of the store determined inventory was on hand; however, it was not displayed and not advertised for sale. The visual inspection of the inventory on hand would be consistent with glass smoking devices and bongs.

On 10/15/25, communication with the Alcohol and Beverage Division (ABD) took place. It was determined the code was written to allow cities to approve or the deny permits based on their discretion. Other cities who had previously denied permits were contacted to determine what recourse occurred after the denial of the permit. There has been no recourse an applicant has used to contest a denial of a permit.

RECOMMENDATION:

The Nevada Public Safety Department requests this permit be denied.

FACTS TO SUPPORT RECOMMENDATION:

- According to a 2022 survey across 22 U.S. states and 2 territories, among adults who used marijuana in the past 30 days, **79.4%** reported *smoking* it (rather than eating, vaping, etc) as their route of use. (CDC)
- In a 2023 detailed table: Among past-month users overall, ~34.7% reported marijuana vaping; thus ~65.3% did *not* vape. Smoking remains the dominant route for marijuana use. (SAMHSA)
- On device-preferences: A study among young adults (mean age ~27) found: among those who currently used marijuana, **61.9%** used "smoking marijuana in a joint, bowl or bong" as their main mode; 4.5% reported using a water-pipe (bong) for marijuana. (PMC)
- For tobacco: The 2022 National Survey on Drug Use and Health (NSDUH) shows among past-month tobacco product users aged 12 or older, about 67.2% used *only cigarettes*, 13.4% cigarettes + non-cigarette tobacco products, and 19.4% only non-cigarette tobacco products (e.g., cigars, smokeless, pipe tobacco). (SAMHSA)

The information provided suggests that these devices would have a higher probability of use with marijuana consumption versus tobacco consumption.

In my work experience, the majority of marijuana related arrests have had a glass smoking device associated with the incident.

In addition, the store associated with this permit has had two (2) failed compliance checks in the last twelve (12) months on items they are currently permitted/licensed to sell. This does not suggest an addition to the permitted items should take place at this time.

I have attached photos of similar devices to what are currently on hand at the store.

Respectfully submitted,



Chris Brandes
Public Safety Director
Chief of Police

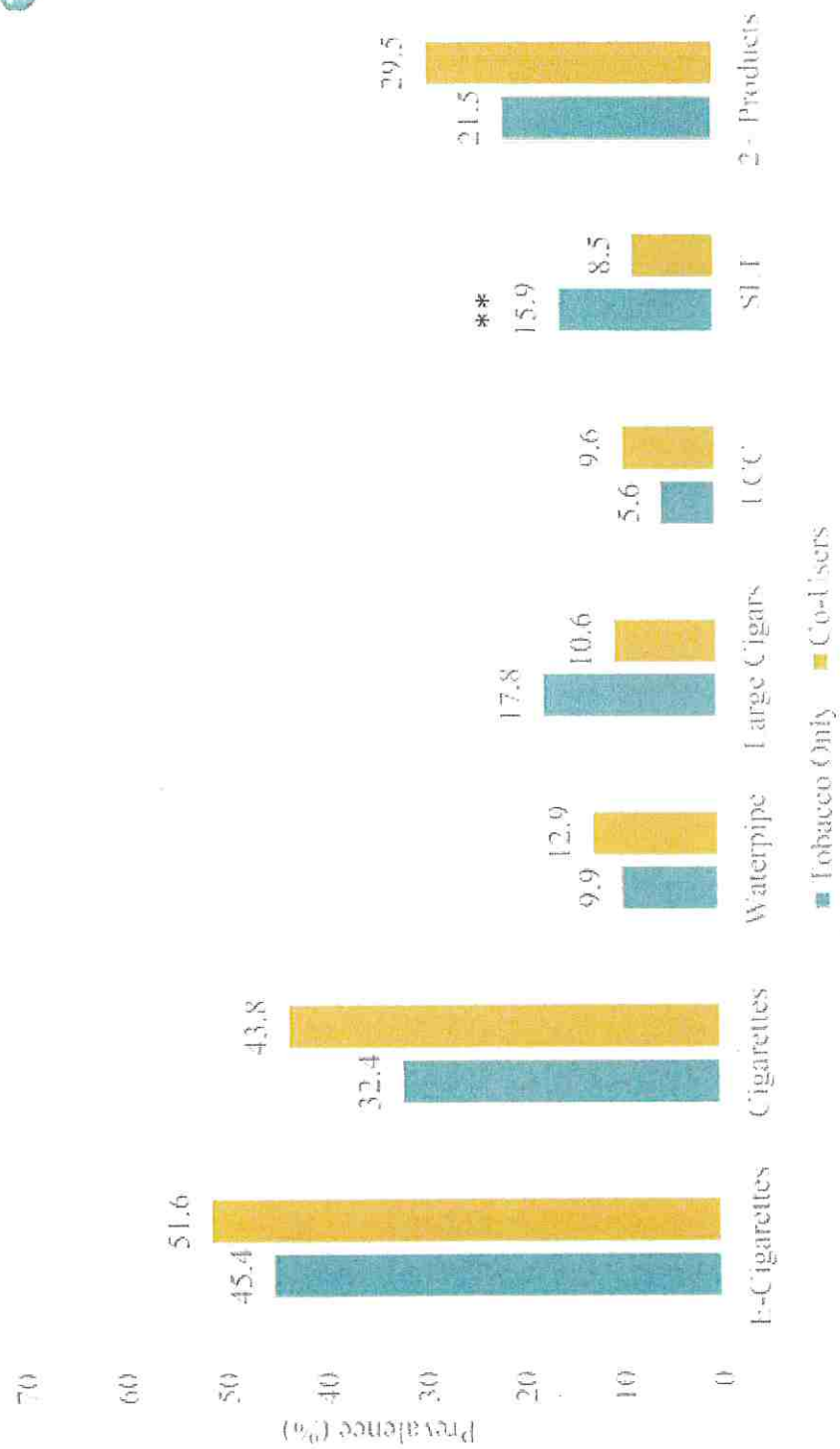
References:

Substance Abuse and Mental Health Services Administration. (2023). Key substance use and mental health indicators in the United States: Results from the 2022 National Survey on Drug Use and Health (HHS Publication No. PEP23-07-01-006, NSDUH Series H-58). Center for Behavioral Health Statistics and Quality, Substance Abuse and Mental Health Services Administration.
<https://www.samhsa.gov/data/report/2022-nsduh-annual-national-report>

Quader ZS, Roehler DR, Vivolo-Kantor AM, Ko JY. Routes of Marijuana Use – Behavioral Risk Factor Surveillance System, 22 U.S. States and Two Territories, 2022. MMWR Morb Mortal Wkly Rep 2025;74:198-204. DOI: <http://dx.doi.org/10.15585/mmwr.mm7412a1>

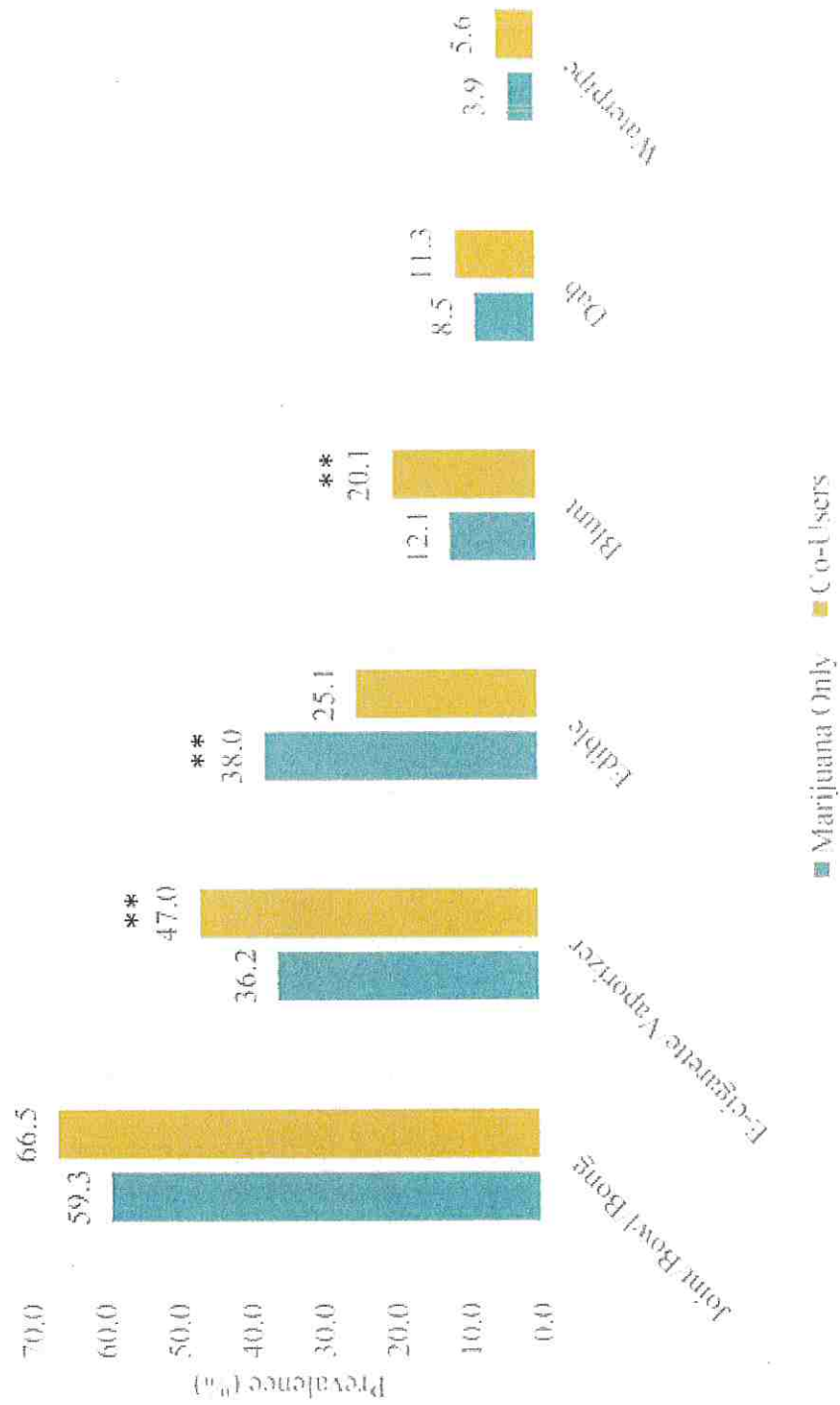
Reboussin BA, Wagoner KG, Ross JC, Suerken CK, Sutfin EL. Tobacco and marijuana co-use in a cohort of young adults: Patterns, correlates and reasons for co-use. Drug Alcohol Depend. 2021 Oct 1;227:109000. doi: 10.1016/j.drugalcdep.2021.109000. Epub 2021 Aug 28. PMID: 34507062; PMCID: PMC8516030.

Figure 1.

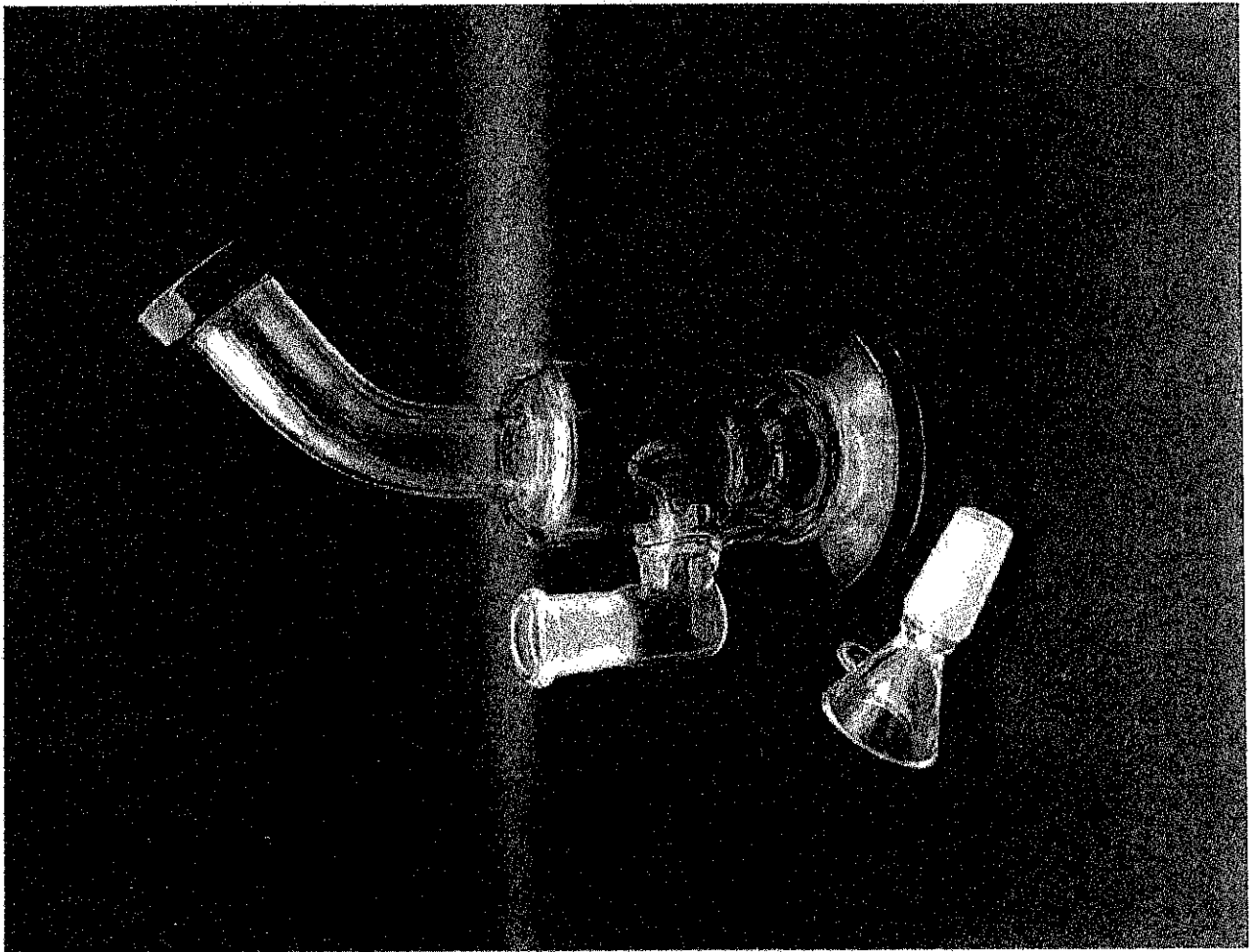


Tobacco Product Use for Co-Users and Tobacco Only Users

Figure 2.



Modes of Marijuana Administration for Co-Users and Marijuana Only Users





Device Retailer License Review

CITY OF NEVADA

1709371804

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP: H&S STORES LLC

Type of ownership: Limited Liability Company

Primary office address: 622 BROAD ST STORY CITY IA 50248-1226

Legal Ownership Phone: 515-686-0897

Legal Ownership Email: adilrasoolb@icloud.com

Application Information

Sales Permit Number:: 305208626

Location Name: SUNDOWN LIQUOR & GROCERIES

Location Phone Number: 515-934-8270

Location Address: 731 LINCOLN HWY NEVADA IA 50201-1717

Location Mailing Address: 1014 POE AVE AMES IA 50014-8031

Renewal: No

Start Date: 18-Jul-2025

End Date: 30-Jun-2026

License Fee: 1,500.00

Types of Sales: Over the Counter

Type of Establishment: Convenience store/gas station, Liquor store, Tobacco store

Does this retail location ensure that no person younger than 21 years of age is present or permitted to enter at any time?: No

Does this retail location provide an age-restricted area and ensure that no devices are visible to those under 21 years of age?: Yes

Corporate Officers

<u>Title</u>	<u>Name</u>	<u>Address</u>
--------------	-------------	----------------

Authorized Individual	BUTT, ADIL RASOOL	1014 POE AVE AMES IA 50014-8031
-----------------------	-------------------	---------------------------------

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Does this retailer hold a valid retail tobacco permit at this location?

Does this retailer hold a valid retail tobacco permit at this location?

YesNo

Select a Decision

Select a Decision

ApproveDeny

City Administrators Report

October 22- November 6, 2025

PFAS

There is an ongoing national lawsuit involving several companies, and representatives are reaching out to cities across the country to provide information about the case. I recently participated in a meeting with other Iowa communities to discuss this matter. The City has the option to join the lawsuit, and doing so would not incur any cost to us. If we choose to participate, a designated firm would conduct new tests on our wells and compare the results with our original test data. This process would be entirely free for the City. Based on the outcome of these tests, we may qualify for compensation through the lawsuit. When our wells were last tested, the results showed extremely low levels of contaminants, approximately 0.03 parts per trillion. At that time, the DNR reviewed the results and expressed no concerns. For context, the lawsuit pertains to contamination levels exceeding 0.2 parts per trillion, meaning our previous readings were well below the threshold in question.

Debi Durham

I had the opportunity to meet with Debi Durham to tour the Burke building located off of South D Avenue. As you may recall, the Nevada Economic Development Council (NEDC) previously discussed the possibility of purchasing this property from Burke with the intention of demolishing it to create additional housing opportunities in that area.

During her visit, Debi reviewed the site and we discussed potential funding options to assist with the demolition. She indicated that grant funding would likely be available, provided that the property is redeveloped for new housing construction following the demolition. This could present a valuable opportunity for the City and NEDC to move forward with future residential development efforts in that location.

CIP Planning

As mentioned, the department heads met to review priorities for the upcoming year. We focused on both infrastructure improvements and community enhancement efforts, each aimed at strengthening Nevada's continued growth and improving the overall quality of life for residents. A key priority for the coming year will be the road improvement projects along Lincoln Highway, E Avenue, and N Avenue. Fortunately, the infrastructure in these areas remains in good structural condition, allowing the City to move forward with slip lining instead of full reconstruction. This approach will be both cost-effective and minimally disruptive to residents. As previously mentioned, the materials currently under consideration include steam-cured and UV-cured linings, both of which are designed to extend the lifespan of the existing lines by 30 to 50 years. Bidding and scheduling discussions for these projects are expected to take place in the coming months to ensure timely progress once weather conditions permit. The team also reviewed next steps for the smoke testing program, which continues to yield valuable insights. Recent testing has confirmed that the majority of inflow and infiltration (I&I) concerns stem from the trunk line along the creek, particularly near the manholes. The City plans to focus targeted repairs and maintenance in this area to improve system efficiency, reduce I&I, and enhance long-term wastewater management performance. In addition to infrastructure, significant attention is being given to parks and recreation improvements. The splash pad project is advancing through the planning and design phases, and both Hattery Park and Harrington Park are slated for upgrades this year. Planned enhancements at Harrington Park include the

development of a dog park, installation of additional disc golf holes, and the construction of a new walking path, with future trail connections under consideration to improve community access and recreation options. Overall, it is shaping up to be a busy and productive year, with a strong mix of infrastructure upgrades and community-focused amenities. These efforts reflect the City's continued commitment to maintaining high-quality public services while investing in projects that make Nevada an even more vibrant and welcoming place to live, work, and play.

NEDC Agreement

As mentioned in a previous report, we are making updates to the agreement with NEDC. In the current (or previous) agreement, NEDC received an incentive payment structure that provided additional compensation when new industries located in Nevada and began contributing to the city's tax base. Specifically, this incentive amounted to 0.5% of the minimum assessment payment for a period of five years following the start of tax payments. While this incentive program has been successful in the past, it has proven difficult to consistently track and administer due to the variability in timing and assessment details for each project. To simplify the process, we have decided to remove this incentive clause from the updated agreement. In place of the incentive payments, the City will increase NEDC's annual allocation, ensuring continued financial support for their important economic development work. This adjustment provides a more predictable and transparent funding structure while still recognizing the vital role NEDC plays in business growth and community development. NEDC has been, and continues to be, a key partner in driving the City's economic progress, and we believe this revised structure represents a fair and effective compromise that strengthens our partnership moving forward.

Derecho

After several years of coordination and follow-up, we have officially closed out all remaining items related to the 2020 Derecho with FEMA. This marks the completion of a lengthy process that involved multiple stages of review and documentation. Over the past year, FEMA implemented a number of policy and procedural changes, which required us to revisit and verify all previously submitted materials to ensure full compliance with their updated requirements. Our staff carefully reviewed each report, reimbursement, and supporting document to confirm that every element aligned with FEMA's current standards. After thorough verification, all records were found to be in order. We were then able to sign and submit the final documentation, allowing FEMA to officially close out the project. This closeout represents an important milestone, ensuring that all disaster recovery efforts and financial reconciliations related to the Derecho have been fully completed and approved.

DNR Visit

The DNR recently visited our wastewater treatment plant to conduct a site review and complete the necessary inspection documentation. During their visit, DNR representatives toured the facility, reviewed operations, and ensured that all required compliance forms and reports were properly completed and up to date. In addition to visiting our plant, the DNR also conducted inspections at Verbio, Burke Corporation, and Almaco as part of their broader regional review process. These visits are intended to confirm that all local facilities are maintaining appropriate environmental standards and following state and federal regulations. We are still in the process of working through the specific regulatory requirements for Almaco, as both the DNR and the EPA have unique testing standards that must be met. The process has proven to be complex, particularly because the EPA requires testing for Total Toxic Organics (TTOs). Each TTO sample must be diluted before analysis, but that dilution can cause the sample to become invalid,

which in turn necessitates additional testing. We are currently collaborating with the appropriate agencies to clarify the correct testing procedures and compliance path forward to ensure accurate results and full regulatory alignment. Overall, the DNR visit went smoothly, and their team was satisfied with the information and cooperation provided. We will continue to work closely with both the DNR and EPA to resolve the remaining testing challenges and maintain full compliance across all facilities.

Monthly Meetings

Rotary
ARPA
Alliance
P&R Goal Setting
Employee Meeting
CIP



STAFF MEETING AGENDA

Monday, November 3rd, 2025 @ 9:00 A.M

- i. CDBG- Historian/Lead/Asbestos
- ii. Decommission
- iii. LW and 8th Street Bridge
- iv. DNR- November 4th
- v. ARPA Visit
- vi. New Addition
- vii. I and I- Smoke testing
- viii. Oak Park Trail
- ix. 51 Acres
- x. Sierra Heights
- xi. Land Discussion
- xii. Splashpad
- xiii. Northview
- xiv. Capstone
- xv. Keystone
- xvi. WWTP
- xvii. X-mas Tree



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

To: Mayor and City Council
From: Chris Brandes, Public Safety Director/Chief of Police
Date: Wednesday, November 5, 2025
Ref: Report for City Council Meeting for Monday, November 10, 2025

Staffing

No changes to staffing numbers at this time.

Activity

The police department participated in the Downtown Trick or Treat Event. Through sponsorship from several organizations, the department was able to purchase 840-lighted bracelets to hand out to children to improve their safety while Trick or Treating. All of the bracelets were handed out again this year.

The police department has either responded to or self-initiated 631 calls for service in the month of October.

Highest number of calls listed below:

Traffic Stops: 261
General Info: 81
Medical Assists: 32
Animal Call: 29
Suspicious Person: 33
Reckless Driving: 21
Harassment: 13
Welfare Checks: 12

Respectfully submitted,

Chris Brandes
Public Safety Director
Chief of Police

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



CITY OF
NEVADA

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

November 5, 2025

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Included in the packet under the consent agenda is the approval for the TIF Certification that is due to the County by December 1. There is also the Resolution to provide the annual appropriations for each TIF agreement that needs a payment in FY26/27.

The Council Budget Committee will meet immediately following the Council meeting on November 10th to begin planning for the FY2026/2027 Budget. Department Heads and admin staff have received training on the new system for the budget estimates. The Committee will receive their agenda on Friday.

Erin Mousel and I will be attended the Iowa Municipal Finance Officers Association (IMFOA) in late October. There are new tabs on our annual reports that were covered at the conference. There was as a workshop on USERRA and Veterans rights. On Wednesday our bond attorneys held a workshop where we had a good discussion on projects and contracts.

Erin and I will also be attending the Budget Workshop on November 20th in West Des Moines.

Kerin Wright
City Clerk/Finance Director



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

TO: Chris Brandes, Public Safety Director
FROM: Ray Reynolds, Director of Fire and EMS
DATE: November 5, 2025
REF: Activity report for Trustees, City Council and Honorable Mayor.

Calls to date in Oct. 2025: 669
Calls to date same time last year (2024): 648

Fires for Oct. 2025: 6
EMS for Oct. 2025: 47
Good intent for Oct. 2025: 19
Community events for Oct. 2025: 8

Membership:

Current roster number of members: 41

No change within membership however three ISU students have requested to be considered as non-resident members to the department. They will undergo our processes for consideration and be evaluated for on-boarding at the December business meeting.

Delay in response/light staffing for a call

Amy Cooglar requested a fire engine for fire prevention week activities at the Lil Cubs childcare center. The lack of available daytime volunteers meant we were not able to accommodate this request. Amy indicated she would call another fire department in the county. Maxwell FD handled the event.

With minimal staffing in town that week, we were not able to participate in the school fire prevention week activities.

9-22-25 1010 am **gas line hit by electrical contractor** (1 vol and 1 F/T responded)

10/23/25 07:05 am **vehicle fire car vs. deer** (1 F/T and 2 vol).

Community Activities

The fire department was able to support babysitter safety education, two military funeral flag tribute, downtown trick-or-treat, safety training, Friday high-fives at the elementary school, Story County Safety training. The weekday requests are more difficult to support. It is hit or miss if any volunteers who work shift schedules at other departments are in town.



Busy Response Month

October 11-12 were the busiest 24 hours for the month of October. Our department responded to 10 calls within 24 hours. Normal call volume is 2-3 calls in a 24 hours period. Lift assists between the hours of 1 am and 5 am still tax our volunteers who have to work at their regular jobs the following day. On October 12, volunteers were paged out at 1:17 am, 3:10 am, and 3:27 am for lift assists. October 2025 resulted in 80 calls for the month (one of the highest call volumes in a day since the Derecho hit in 2020).



9-MONTH CALL VOLUME IN IOWA (January-September)

There are 841 listed fire departments in Iowa. From January 1 to September 30 Nevada NFD logged 586 runs. This puts the department as the 35th busiest fire department in Iowa.

There are 33 fulltime staffed career fire departments reporting higher numbers.

There is only one volunteer fire department in the state with higher runs than NFD. Eldridge has 599.

Street Dept Report

- Vehicle Maintenance
- Locates
- Down town Banners and Lights
- Camera sewers
- Manhole ring riser rehab
- Sign install on academy (stop-sign)
- Pedestrian crossing sign on 6th ST by Oak Park
- Assisting other departments
- Prepping snow equipment
- Trying to resolve issue of drainage on W18th
- Street patching
- Sweeping
- Working on getting street markers made

November 10th, 2025 Council Meeting

To: Mayor, City Council and Administrator

From: Shawn Ludwig, Water Superintendent

Water Department Council Report

- Busy with Plant maintenance
- Reading meters.
- Getting Job trailer ready for winter.
- Mowing at the plant and Well field.
- Nathan and I will be in Des Moines at a Conf. November 18, 19 and 20th..

November 10th / 2025

Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift stations, and remote flow basin.
 - The Nevada Wastewater Treatment Facility Improvements are substantially completed and all processes are operational. At this time, all current NPDES permit limits are being met.
- IDNR has completed a compliance sampling inspection at the New Facility.
 - Local industrial users were also inspected.
- Annual Backflow Preventer Inspections were completed at the old facility, main lift station, and the new facility.
 - All Backflow preventers passed inspection.
- IDNR has accepted request for optimization period extension.
- 5 Year Sludge Plan has been updated reflecting new facility operations.
- Bio-Solids Mixing has begun.
 - Haulers are prepped to begin land application.
 - Awaiting State Hygienic Lab Results.

For: November 10, 2025 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Amanda Brewer, Library Director

Nevada Public Library Council Report

MY REPORT

We have an Adult Craft Night coming up on the 17th and the sign-up is completely full. The library continues to stay crazy busy on Wednesday afternoons with all the tweens and teens hanging out and attending programs. Our new Assistant Director, Danielle, is picking up things quickly and brought with her some great ideas. Loans from other libraries are taking much longer than before and our patrons are quite unhappy with the delays. Unfortunately, that is not something we can change.

LIBRARY BOARD OF TRUSTEES MONDAY, OCTOBER 20, 2025, 5:00 P.M.

Chairperson Theresa Presley presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, October 20, 2025 at 5:00 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Emma Cassabaum, Priscilla Gammon, Derek Grote, and Teresa Presley. Absent: Joshua Peschell (arrived via zoom at 5:02), Allison Severson, and James Woodard.

Others in attendance were Library Director Amanda Brewer, and Donna Mosinski.

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

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

Joshua Peschel arrived via zoom at 5:02 p.m.

Library Director Amanda Brewer reported on:

- The projector screen has been installed in the meeting room.
- Programming is going well.

- November 11 is a staff development day.

For Continuing Education, Amanda reviewed the Accreditation Public Standards – Section 5 ~~Library Access – Virtual Spaces, Section 6 – Library Access – Physical Spaces.~~ The review lasted 20 minutes.

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

- (1) Approve **minutes** of the September 15, 2025 regular meeting
- (2) Approve October 2025 **claims** totaling \$12,154.93 (see attached list)
- (3) Accept and place on file the Director's **memo** dated October 17, 2025
- (4) Accept and place on file September 2025 financial report

The roll being called, the following named board members voted. Ayes: Cassabaum, Gammon, Grote, Peschel, and Presley. Nays: None. Chairperson Theresa Presley declared the motion carried.

Motion by Board Member Emma Cassabaum, seconded by Board Member Derek Grote, to approve the Conduct Policy. The roll being called, the following named members voted. Ayes: Cassabaum, Grote, Peschel, Presley, and Gammon. Nays: None. Chairperson Theresa Presley declared the motion carried.

The board discussed changes to the Safe Child and Vulnerable Adult Policy. They asked Amanda to amend the policy and put it on the next agenda.

Motion by Board Member Derek Grote, seconded by Board Member Priscilla Gammon, to table the Volunteer Policy until the next regular meeting. The roll being called, the following named members voted. Ayes: Grote, Gammon, Peschel, Presley, and Cassabaum. Nays: None. Chairperson Theresa Presley declared the motion carried.

There being no further business to come before the Board, it was moved by Board Member Derek Grote, seconded by Board Member Emma Cassabaum, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Grote, Cassabaum, Gammon, Peschel, and Presley. Nays: None. Chairperson Theresa Presley declared the motion carried. At 5:45 p.m. she adjourned the meeting.

ATTEST:

Priscilla Gammon, Secretary

Theresa Presley, Chairperson

November 2025

To: Mayor and City Council

From: Rhonda Maier, Director of Parks and Recreation

Re: Monthly Information Report

- Completed Work/Accomplishments
 - CIP Budget
 - Equipment Revolving Budget
 - Volleyball end of season tournament
 - Installation of TrussCore at Field House
 - Start of winter programming
 - Scheduling of CIRL Basketball League
 - Clean-up of WWTP shed for winter storage
 - Legends Softball Development Programs being implemented
 - Implementation of Tot Time program
 - Winterization of aquatic center
 - Serviced all equipment and vehicles for winter storage
 - miBudget Training
 - Grant application for DNR non-wildlife game habitat
 - Park and Recreation Board goal setting session
 - Weed control
 - Cemetery Clean-Up
 - Zach and Gene updating spraying licenses
- Notable Events
 - ISU Auto Cross
 - HOIC Leadership Conference
 - Hosted IPRA Interest Group
- Items Currently Working On/Gathering Information
 - Hattery Park renovations
 - Winterizing park restroom facilities
 - SRF Project – Various meetings with contractors and land owners
 - Harrington Park Master Plan
 - Pool Filter Repair/Replacement
 - Pool Vacuum Purchase
 - Senior Thanksgiving Luncheon
 - Grant funding for Splash Pad Project
 - Working with Rotary regarding final touches of Rotary gazebo along 19th Street

- Lifeguard Instructor Certification (Sarah)
- Lifeguard Training Certification (Zach)
- Development of Legends Basketball
- Leaf pick-up in parks
- CIRL administration
- Staff, City Council, SRF, Splash Pad, Pizza PieLooza, grants and playground meetings.
- IPRA Women in Leadership Conference

If you have any questions, please feel free to contact me directly at 515-382-4352 or by email at nevadarecreation@gmail.com. Thank you for your continued support of Nevada Parks and Recreation.

Park and Recreation Goal Setting Session – 5 Year Plan

The Nevada Parks and Recreation Board met on Wednesday, October 22 to discuss department goals for the next 5 years. The following are items included in the Nevada 2040 plan, along with staff and board recommendations. The board and staff agree that these items are feasible to complete within the next five years. Many of these items will be brought back to the board for further discussion and taken to the City Council for final approval.

Aquatic Center Improvements

- Splash Pad - Completion and successful opening of the SCORE Splash Pad, to include fee establishment and hours/dates of operation.
- Other Improvements - Building improvements in flooring and painting, removal of the sand play area with other play options, and addition of a basketball hoop.

Parks Maintenance

- Add bins at the park's shed for topsoil, mulch, and rock
- New bed in the back of the white Ford pickup "Woody"
- Track skid loader and attachments
- New truck and plow to replace the blue Dodge
- GIS and iPad
- Garbage cans

Parks

- Adopt a Flower Bed
- Memorial bench locations and established cost
- Interior and exterior renovations of bathroom facilities (interior, exterior, flooring, lighting)
- Paved walkway to shelters at Hattery, Harrington, and Kiwanis
- Playground equipment - Hattery Park
- Turf batting cages - SCORE
- Dredge Ponds - SCORE
- Complete Master Plan for Harrington Park
 - Paved Walkway to Shelter
 - Take down the ball diamond lights
 - Dog Park
 - Disc Golf
 - Berm
 - Walkways
 - Trail
 - Huse Field

- Strategic Plantings for Butterflies and birds, including native prairie and bushes at Meadow Lane and other designated areas.
- Take down the backstop at Mardean Park
- ~~Full-size soccer field at Billy Sunday West~~
- Possible removal of decking on the restroom building
- Potential steps from S-14 to Billy Sunday west

Trail

- Greenbelt trail loop prairie replanting
- Trail Signage
- Concrete repair and replacement program each year
- Memorial bench locations and established cost

Programs

- Adult Programs - development of additional leagues, including soccer, sand volleyball. Establish various fitness classes and opportunities for yoga, strength training, etc.
- Field House - Winter Farmers Market and concessions implementation
- Youth Programs and Activities
 - Start Smart
 - Growth of Legends
 - Youth Tennis
 - Smash It Saturdays
 - Learn to Play (Rugby, Pickleball, etc.)
- Special Events
 - Continue to develop partnerships for hosting events
 - 3 v 3 Basketball Tournament
 - Competitive Pickleball Tournaments
 - Indoor Baseball and Softball League
- Historical Society and City Relationship
 - Spring and Fall Clean-up
- Neighborhood Events and Activities
 - Help Your Neighbor yard clean-up projects
 - Various holiday decorating activities