



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, OCTOBER 12, 2020 – 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, seating is limited to 10 people to ensure social distancing, but there is the option to participate via zoom, so long as that option is available.

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQl9ML0ZOeElOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, October 12th

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. WWTF Improvements, Phase 1, Plans, Specs and Form of Contract and Estimates
 1. Public Hearing
 2. Resolution No. 032 (2020/2021): A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Nevada Wastewater Treatment Facility Improvements-Phase 1 Project
 3. Resolution No. 033 (2020/2021): A Resolution awarding the contract for the Nevada Wastewater Treatment Facility Improvements-Phase 1 Project
 - B. FY2020/2021 Budget Amendment No. 1
 1. Public Hearing

2. Resolution No. 034 (2020/2021): A Resolution approving the FY2020/2021 Budget Amendment, No. 1
- C. Proposed Development Agreement with On Track Construction, LLC, including Annual Appropriation Tax Increment Payments
 1. Public Hearing on Proposed Development Agreement with On Track Construction, LLC
 2. Resolution No. 035 (2020/2021): A Resolution approving Development Agreement with On Track Construction, LLC, Authorizing Annual Appropriation Tax Increment Payments Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- D. Proposed Development Agreement with Mid-States Material Handling & Fabrication, Inc., including Annual Appropriation Tax Increment Payments
 1. Public Hearing, on Proposed Development Agreement with Mid-States Material Handling & Fabrication, Inc.
 2. Resolution No. 036 (2020/2021): A Resolution approving Development Agreement with Mid-States Material Handling & Fabrication, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- E. Proposed Development Agreement with South Glen, LLC, including Annual Appropriation Tax Increment Payments
 1. Public Hearing, on Proposed Development Agreement with South Glen, LLC
 2. Resolution No. 037 (2020/2021): A Resolution approving Development Agreement with South Glen, LLC, 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 September 28, 2020
 - B. Approve Payment of Cash Disbursements, including Check Numbers 74477-74559 and Electronic Numbers 843-845 (Inclusive) Totaling \$388,682.94 (See attached list)
 - C. Set Public Hearing to Amend City of Nevada Code Section 165.15, Flood Plain Management for October 26th and authorize publication for October 15th

6. MAYOR'S APPOINTMENTS

- A. Library Board appointment of Priscilla Gammon to replace Lisa Johnson who resigned, term expires 6/30/2021
7. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A.

8. OLD BUSINESS

- A. Ordinance No. 1013 (2020/2021): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2020 Addition to the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, third and final reading
- B. Ordinance No. 1014 (2020/2021): An Ordinance Amending Original Ordinance Designating an Area of Nevada, Iowa as the Nevada Urban Revitalization Area, second reading
- C. Resolution No. 038 (2020/2021): A Resolution approving the Final Plat for South Glen LLC
- D. Approve Pay Request No. 7 for Central Business District Infrastructure Project from Con-Struct in the amount of \$723,694.42
- E. Opening of Public Facilities

9. NEW BUSINESS

- A. Discussion and Appropriate Follow up on request for credit on Utility Bill for 1330 H Avenue
- B. Resolution No. 039 (2020/2021): A Resolution to adopt Social Media Policy

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

11. ADJOURN

The agenda was posted on the official bulletin board on October 8, 2020, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2020-2021\2020-10-12.DOC

Item # 4A(1+2)
Date: 10/12/2020

Proof Of Publication In
NEVADA JOURNAL

STATE OF IOWA, STORY COUNTY, ss.

I, Kim Fowler, on oath depose
and say that I am Director of Sales of the
NEVADA JOURNAL, a weekly newspaper,
published at Ames, Story County, Iowa; that the
annexed printed

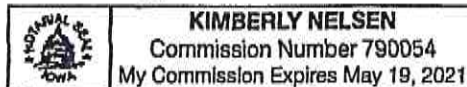
CITY OF NEVADA

PH, WWTF, Phase 1 Bid

was published in said newspaper
1 time(s) on September 24, 2020
with the last of said publication on
the 24th day of September, 2020

Kim Fowler

Kimberly Nelsen



Notary Public
Sworn to before me and subscribed in my
presence by Kim Fowler, Director of Sales
this the 24th day of September, 2020

AD NO: 1365579
FEE: \$34.57
ACCT NO: 37490

#1365579
**NOTICE OF PUBLIC HEARING ON
PROPOSED PLANS AND
SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF
COST FOR THE NEVADA WWTF
IMPROVEMENTS - PHASE 1
NEVADA, IOWA**

Notice is Hereby Given: That at
6:00 P.M., at the City Hall, 1209 6th
Street, Nevada, Iowa 50201 on Oc-
tober 12, 2020, the City Council of
the City of Nevada, Iowa (The
"City") will hold a public hearing
on the proposed plans and speci-
fications, form of contract and es-
timate of cost (the "Contract
Documents") for the proposed Ne-
vada WWTF Improvements -
Phase 1 (the "Project").

The Project shall consist of:
The Work to be performed un-
der these Contract Documents
consists of sitework improve-
ments at the proposed Nevada
Wastewater Treatment Facilities
(WWTF) site ahead of the waste-
water treatment facilities con-
struction. The WWTF site is a new
"greenfield" site located in Story
County (Orchard View Subdivi-
sion, Lot 1, Section 31, Township
83, Range 22), approximately
three miles south of US Highway
30, one-half mile east of 620th
Avenue/NE 72 Street/County Road
S-14 on the south side of 270th
Street. The Contractor will furnish
and install all labor, materials,
and equipment for the construc-
tion improvements project.

The proposed WWTF site im-
provements include: clearing and
grubbing; access road construc-
tion; stormwater culvert installa-
tion and related stormwater im-
provements; site grading; installa-
tion of 30-inch diameter influent
sewer piping and manholes; in-
stallation of 30-inch diameter ef-
fluent sewer piping and manhole;
and installation and maintenance
of erosion control measures.

A copy of the proposed Contract
Documents is on file for public in-
spection in the office of the City
Clerk.

At said hearing any interested
person may file written objections
or present oral comments with re-
spect to the subject matter of the
hearing.

Kerin Wright
City Clerk

Published in the Nevada Journal
on September 24, 2020 (1T)

RESOLUTION NO. 032 (2020/2021)

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Nevada Wastewater Treatment Facility Improvements – Phase 1 Project

WHEREAS, the City Council of the City of Nevada, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the “Contract Documents”) for the Nevada Wastewater Treatment Facility Improvements – Phase 1 Project (the “Project”), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on October 12, 2020;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 12, 2020.

Brett Barker, Mayor

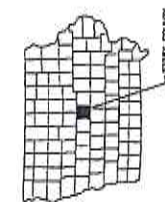
Attest:

Kerin Wright, City Clerk

2020

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Sheet Number	Sheet Title
GENERAL	
C.01	COVER SHEET
C.02	ESTIMATE PROJECT QUANTITIES AND LEGEND
C.03	ESTIMATE REFERENCE INFORMATION
C.04	AUGMENTS, AND CONTROL
CIVIL SITEWORK	
C.01	OVERALL SITE PLAN
C.02	EROSION CONTROL PLAN
C.03	EROSION CONTROL NOTES
C.04	EROSION CONTROL NOTES
C.05	GRAVING PLAN
C.06	INFLUENT TRUNK SEDER PLAN AND PROFILE
C.07	INFLUENT TRUNK SEDER PLAN AND PROFILE
C.08	INFLUENT TRUNK SEDER PLAN AND PROFILE
C.09	EFFLUENT OUTFALL PLAN AND PROFILE
C.10	ENTRANCE DOME GRAVING PLAN AND PROFILE
C.11	DRAINAGE CONVEYERS PLAN AND PROFILE
C.12	SECTIONS AND DETAILS
S.01	HEADWALL PLAN AND DETAILS
S.02	HEADWALL SECTIONS AND DETAILS



5525 MERLE HAY ROAD, SUITE 200 | JOHNSTON, IOWA 50131
Phone: 515.278.2913 | Toll Free: 800.728.7805 | Fax: 515.278.1846 | HRGreen.com

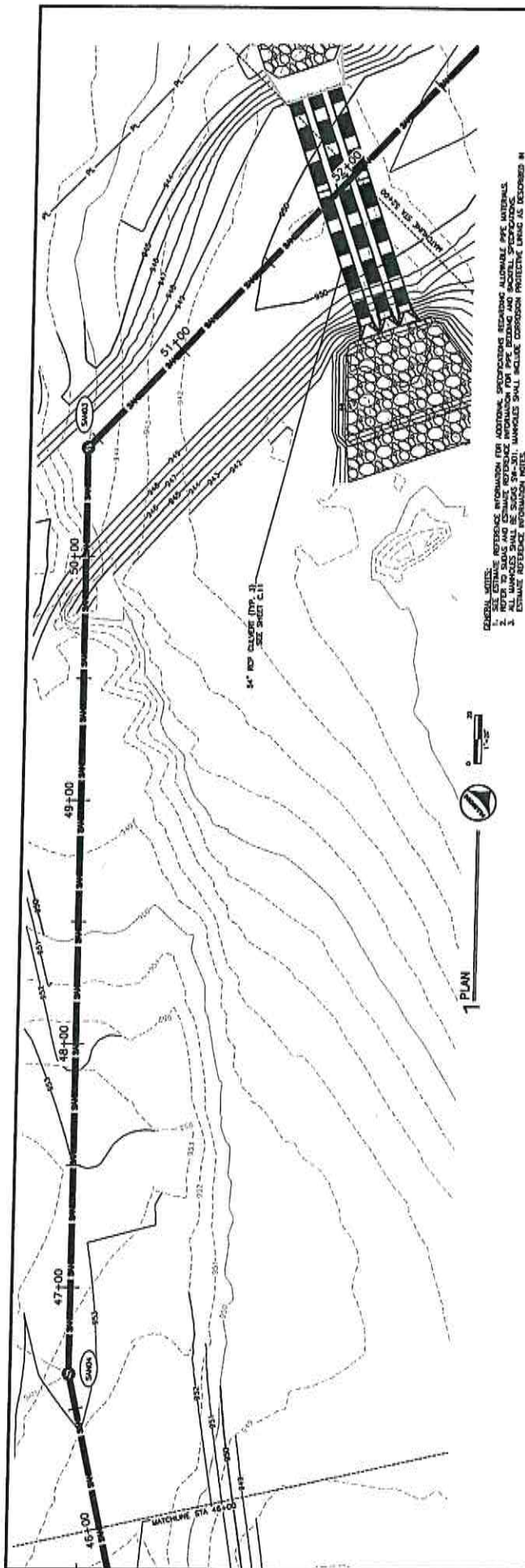
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APPROVE	MS	DOB NUMBER	165473
CAS DATE	9/16/2005	2-OT-14	PU
CAS FILE	2005-5165473/CASPhase-1/Denial/DCDI		

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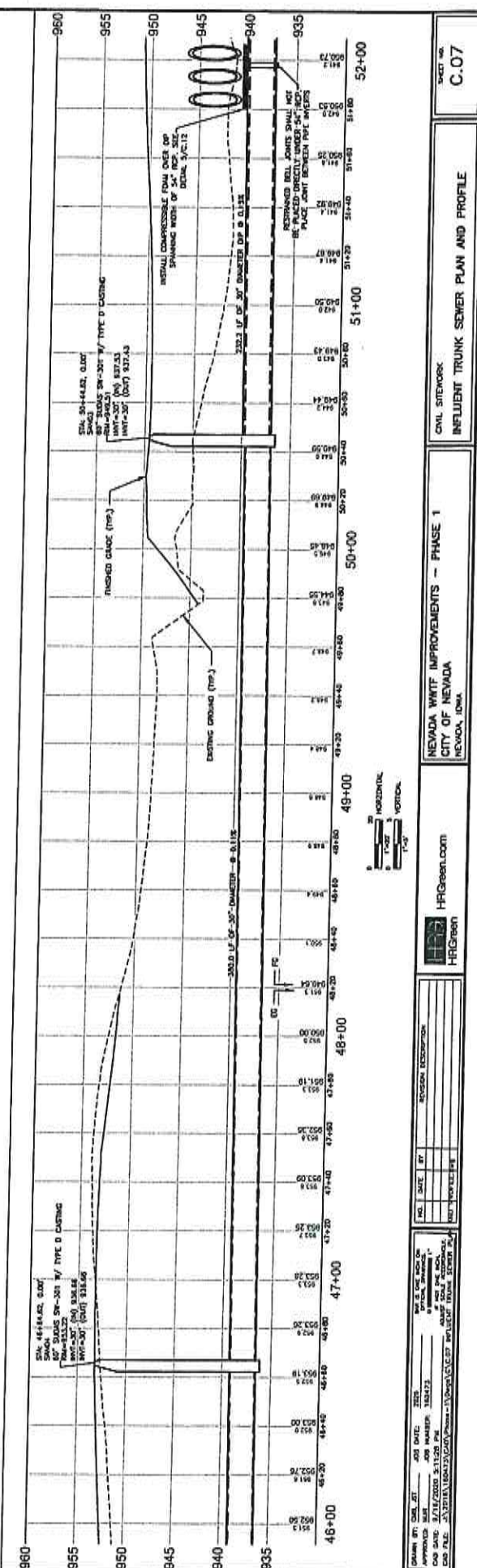
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NEVADA WMF IMPROVEMENTS - PHASE I
CITY OF NEVADA

GENERAL	SHEET NO.
CONCRETE	501



- GENERAL NOTES:
1. SEE EXISTING ELEVATION INFORMATION FOR EXISTING STRUCTURES REGARDING ALLOWABLE PIPE MATERIALS.
 2. REFER TO SHEETS AND EXISTING ELEVATION INFORMATION FOR PIPE MATERIALS AND SIZES.
 3. EXISTING ELEVATION INFORMATION SHALL BE SIZES 24-30". MANHOLES SHALL INCLUDE CORROSION PROTECTIVE LINING AS DESCRIBED IN EXISTING ELEVATION INFORMATION SHEET.



NO.	DATE	BY	REVISION DESCRIPTION
1	3/11/2020	HRGreen	ISSUED FOR PERMIT

DRAWN BY: HRGreen
 CHECKED BY: HRGreen
 DATE: 3/11/2020
 TIME: 3:15 PM
 CADD FILE: J:\2018\16012\16012.dwg
 PLOT FILE: 16012.dwg
 PLOT DATE: 3/11/2020
 PLOT TIME: 3:15 PM

HRGreen
 HRGreen.com

NEVADA WWTFF IMPROVEMENTS - PHASE 1
 CITY OF NEVADA
 NEVADA, IDAHO

CIVIL SITEWORK
 INFLUENT TRUNK SEWER PLAN AND PROFILE

SHEET NO.
 C.07

**SPECIFICATIONS
FOR
NEVADA WWTF IMPROVEMENTS - PHASE 1
NEVADA, IOWA**

TABLE OF CONTENTS

GENERAL REQUIREMENTS OF THE CONTRACT

NOTICE OF PUBLIC HEARING
NOTICE TO BIDDERS
INSTRUCTIONS TO BIDDERS
PROPOSAL
BID BOND
CONTRACT
PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SRF ATTACHMENTS 1, 2, 3, 4, AND 5
DAVIS-BACON PREVAILING WAGE RATES

SPECIAL PROVISIONS

GEOTECHNICAL ENGINEERING REPORT

TECHNICAL SPECIFICATIONS

This project is based on 2020 Edition of
The SUDAS Standard Specifications
unless modified herein.

**NOTICE TO BIDDERS
NEVADA WWTF IMPROVEMENTS - PHASE 1
NEVADA, IOWA**

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvement as stated below must be filed before 1:00 P.M. on October 6, 2020 in the office of the City Clerk, City Hall, 1209 6th Street, Nevada, Iowa 50201.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 1:00 P.M. on October 6, 2020 in the office of the City Clerk, City Hall, 1209 6th Street, Nevada, Iowa 50201 for consideration by the City Council of City of Nevada, Iowa at its meeting on October 12, 2020 at 6:00 P.M.. The City of Nevada, Iowa reserves the right to reject any and all bids.

The City of Nevada, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Time for Commencement and Completion of Work. Work on the improvement shall commence within 10 days of the date specified on the Notice to Proceed. Notice to Proceed shall be no later than November 2, 2020, work shall be substantially complete on or before April 30, 2021, and shall be fully completed on or before May 14, 2021. Damages in the amount of One Thousand Five Hundred & 00/100 Dollars (\$1,500.00) per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 26.8 of the Iowa Code in an amount equal to Five (5) percent of the total amount of the bid.

Contract Documents. Copies of the Plans and Specifications for this project may be obtained from HR Green, Inc., 5525 Merle Hay Rd., Ste. 200, Johnston, Iowa 50131, Ph: 515-278-2913 or e-mail request to kmuhlena@hrgreen.com. Plans and Specifications are available at no cost.

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the City Council of the City of Nevada, Iowa on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on October 12, 2020 in the City Hall, 1209 6th Street, Nevada, Iowa 50201.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and, further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Nevada, Iowa will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

General Nature of Public Improvement.

The Work to be performed under these Contract Documents consists of sitework improvements at the

NOTICE TO BIDDERS

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 1
Nevada, Iowa

proposed Nevada Wastewater Treatment Facilities (WWTF) site ahead of the wastewater treatment facilities construction. The WWTF site is a new "greenfield" site located in Story County (Orchard View Subdivision, Lot 1, Section 31, Township 83, Range 22), approximately three miles south of US Highway 30, one-half mile east of 620th Avenue/NE 72 Street/County Road S-14 on the south side of 270th Street. The Contractor will furnish and install all labor, materials, and equipment for the construction improvements project.

The proposed WWTF site improvements include: clearing and grubbing; access road construction; stormwater culvert installation and related stormwater improvements; site grading; installation of 30-inch diameter influent sewer piping and manholes; installation of 30-inch diameter effluent sewer piping and manhole; and installation and maintenance of erosion control measures.

This Notice is given by authority of the City of Nevada, Iowa

Kerin Wright, City Clerk
City of Nevada, Iowa

**INSTRUCTIONS TO BIDDERS
NEVADA WWTF IMPROVEMENTS - PHASE 1
NEVADA, IOWA**

The work comprising the above referenced project shall be constructed in accordance with the 2020 Edition of the SUDAS Standard Specifications Manual. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting your bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

- A. The bid security must be in the minimum amount of Five (5) percent of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction.
- B. The bid bond must be submitted on the SUDAS Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable.
- C. Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- B. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to Iowa Administrative Code rule 875-156.2(1). The bidder must complete the form and submit it with the proposal. Failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the Bidder Status Form whether any preference to resident bidders, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal. Application of the preference against a non-resident bidder shall be in accordance with the information filed with the Proposal on the Bidder Status Form.
- C. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued;
- Part C – Bid Items, Quantities and Prices;
- Part F – Additional Requirements;
- Part G – Identity of Bidder;

The following documents which are proposal attachments must be completed and attached:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	Bidder Status Form and Worksheet: Authorization to Transact Business
2.	SRF Attachments 1, 2, 3, 4, and 5

Sign the proposal; and have the signature notarized. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

The following documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Jurisdictional Engineer in writing. The Jurisdictional Engineer will issue any necessary interpretation by an addendum.

**PROPOSAL
NEVADA WWTF IMPROVEMENTS - PHASE 1
NEVADA, IOWA**

PROPOSAL: PART A – SCOPE

The City of Nevada, Iowa, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

The Work to be performed under these Contract Documents consists of sitework improvements at the proposed Nevada Wastewater Treatment Facilities (WWTF) site ahead of the wastewater treatment facilities construction. The WWTF site is a new "greenfield" site located in Story County (Orchard View Subdivision, Lot 1, Section 31, Township 83, Range 22), approximately three miles south of US Highway 30, one-half mile east of 620th Avenue/NE 72 Street/County Road S-14 on the south side of 270th Street. The Contractor will furnish and install all labor, materials, and equipment for the construction improvements project.

The proposed WWTF site improvements include: clearing and grubbing; access road construction; stormwater culvert installation and related stormwater improvements; site grading; installation of 30-inch diameter influent sewer piping and manholes; installation of 30-inch diameter effluent sewer piping and manhole; and installation and maintenance of erosion control measures.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below and certifies that said addenda were utilized in the preparation of this bid.

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The bidder must provide any Bid Prices, and alternate Prices, and the Total of the Base Bid plus any Add-alternates on the Proposal Attachment: Part C-Bid Items, Quantities, and the Prices. The Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL

- 1 -

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on the comparison of the total bid only, not including any alternates; and
3. Make such alterations in the documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or furnish said bond; and
3. Commence the work on this project within 10 days of the date specified on the Notice to Proceed; and
4. Substantially complete the project on or before April 30, 2021; and
5. Fully complete the project on or before May 14, 2021; and
6. Pay liquidated damages for noncompliance with said completion provisions at the rate of One Thousand Five Hundred & 00/100 Dollars (\$1,500.00) for each calendar day thereafter the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true;

PROPOSAL

- 2 -

and

5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	Bidder Status Form and Worksheet: Authorization to Transact Business
2.	SRF Attachments 1, 2, 3, 4, and 5

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is Submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Joint-venture: all parties must join-in and execute all documents
- ☐ Other

By

Bidder

Signature

Name (Print/Type)

Title

The Bidder shall enter its Public Registration Number _____ - _____ issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

Street Address

City, State, Zip Code

Telephone Number

NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile of any signature will not be accepted.

Subscribed and sworn to before me this _____ day of _____, 20 ____.

PROPOSAL

- 3 -

**NEVADA WASTEWATER TREATMENT FACILITY IMPROVEMENTS – PHASE 1
CITY OF NEVADA
NEVADA, IOWA**

CONTRACTOR'S BID DATE: Tuesday, October 6, 2020, 1:00 P.M.

PLACE TO FILE FOR
CONTRACTOR'S BIDS: City Hall
1209 6th Street
Nevada, IA 50201

ADDENDUM NO. 1
September 30, 2020

TO ALL PLANHOLDERS:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the above referenced project, as fully and completely as if the same were fully set forth therein. All Bidders submitting a Bid on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their Bid.

GENERAL

No Items.

SPECIFICATION

1. Special Provisions, Page 4, Item 14 – MAINTENANCE BOND AND WARRANTY PERIODS:
Delete "Specifier note: Verify with Owner Warranty requirements".

PLANS

2. Sheet G.02 – ESTIMATE PROJECT QUANTITIES AND LEGEND:

Under General Notes add:

- "9. References to SUDAS shall mean the 2020 Edition of the SUDAS Standard Specifications and related Special Provisions. All Work shall follow SUDAS Standard Specifications unless otherwise noted."

3. Sheet G.03 – ESTIMATE REFERENCE INFORMATION:

For Item No. 15, add the following to the Item Description:

- "viii. If HDPE lined reinforced concrete pipe is the selected material, manhole SAN01 shall be increased to an 84-inch diameter manhole. The payment for the 84-inch diameter manhole shall be at the unit price listed for this item.
- ix. If HDPE lined reinforced concrete pipe is the selected material, manhole SAN05 shall be increased to a 72-inch diameter manhole. The payment for the 72-inch diameter manhole shall be at the unit price listed for this item."

4. Sheet C.05 – GRADING PLAN:


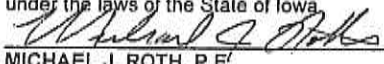
Under General Notes add:

- "12. Contractor to coordinate compaction testing with Owner. Owner to provide compaction testing. Owner will pay for a maximum of 12 proctors for the entire project. Contractor responsible for additional proctors."

5. Sheet C.07 – INFLUENT TRUNK SEWER PLAN AND PROFILE:

Delete the word "RESTRAINED" in the callout note for bell joints on the 30-inch DIP to be placed directly under the 54-inch RCP culverts. Restrained joints on the 30-inch DIP are not required.

All bidders shall acknowledge receipt and acceptance of ADDENDUM NO. 1 by signing the space provided on the Bid Form.

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
		Date: <u>9/30/20</u>
	MICHAEL J. ROTH, P.E.	
	License No. 18424	
	My renewal date is December 31, 2020	
Pages or sheets covered by this seal:		
<u>Entire Addendum</u>		

The Mayor announced that bids for the construction of the Nevada Wastewater Treatment Facility Improvements – Phase 1 Project had been received before 1:00 p.m., on October 6, 2020, at the office of the City Clerk, Nevada, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and HR Green, Inc. (the “Project Engineers”) made their recommendations thereon to the City Council. The bids received for the construction of the Nevada Wastewater Treatment Facility Improvements – Phase 1 Project are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
Wenthold Excavating, LLC 1212 E Walnut St. Unit A Elkhart IA 50073	\$1,133,757.00
OnTrack Construction 880 Lake Shore Drive Nevada, IA 50201	\$1,139,139.00
CJ Moyna & Sons, LLC P.O. Box 429 24412 Hwy 13 Elkader, IA 52043	\$1,154,355.00
SM Hentges & Sons, Inc. P.O. Box 69 650 Quaker Avenue Jordan, MN 55352	\$1,253,927.00
Elder Corporation 5088 E. University Des Moines, IA 50327	\$1,269,521.50 * (Total on bid was \$1,360,000, but total of unit prices is \$1,269,521.50)
Keller Excavating, Inc. 1133 155th Street Boone, IA 50036	\$1,381,635.00

(List here or attach a sheet listing proposals received.)

HR GREEN, INC.

5525 MERLE HAY RD., STE. 200

JOHNSTON, IOWA 50131

PH: 515-278-2913

FAX: 515-278-1846

Bid Date: October 6, 2020 - 1:00 P.M.

HR Green Project No. 160473



BID TABULATION

NEVADA WWTF IMPROVEMENTS - PHASE 1

CITY OF NEVADA, IOWA



UNIT	QUANTITY	Engineer's Opinion of Probable Cost			Wenthold Excavating, LLC Elkhardt, IA			OnTrack Construction Nevada, IA			CJ Moyna & Sons, LLC Elkader, IA		
		Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total	
1 Mobilization	LS 1	\$ 151,500.00	\$ 151,500.00		\$ 47,000.00	\$ 47,000.00		\$ 73,500.00	\$ 73,500.00		\$ 68,000.00	\$ 68,000.00	
2 Construction Survey	LS 1	\$ 20,000.00	\$ 20,000.00		\$ 3,500.00	\$ 3,500.00		\$ 3,000.00	\$ 3,000.00		\$ 6,000.00	\$ 6,000.00	
3 Clearing and Grubbing	LS 1	\$ 10,000.00	\$ 10,000.00		\$ 1,500.00	\$ 1,500.00		\$ 1,515.00	\$ 1,515.00		\$ 22,000.00	\$ 22,000.00	
4 Excavation, Class 10 Reuse on site	CY 75800	\$ 5.00	\$ 379,000.00		\$ 1.80	\$ 136,440.00		\$ 1.80	\$ 136,440.00		\$ 2.90	\$ 219,820.00	
5 Topsoil, Onsite, Strip, Salvage, and Spread	CY 37800	\$ 7.00	\$ 264,600.00		\$ 3.50	\$ 132,300.00		\$ 3.50	\$ 132,300.00		\$ 3.60	\$ 136,080.00	
6 Influent Trunk Sewer, Trenched, Optional Materials, 30 IN	LF 1,416	\$ 140.00	\$ 198,240.00		\$ 129.25	\$ 183,018.00		\$ 159.00	\$ 225,144.00		\$ 158.00	\$ 223,728.00	
7 Effluent Trunk Sewer and Effluent Outfall Sewer, Trenched, RCP, 30 IN	LF 237	\$ 350.00	\$ 82,950.00		\$ 330.00	\$ 78,210.00		\$ 265.00	\$ 67,545.00		\$ 275.00	\$ 65,175.00	
8 Storm Sewer, Trenched, RCP (III), 54 IN	LF 490	\$ 200.00	\$ 98,000.00		\$ 117.00	\$ 57,330.00		\$ 146.00	\$ 71,540.00		\$ 99.00	\$ 48,510.00	
9 Sanitary Outfall, RCP Pipe Apron, Type 1, 30 IN	EA 1	\$ 3,000.00	\$ 3,000.00		\$ 230.00	\$ 230.00		\$ 205.00	\$ 205.00		\$ 208.00	\$ 208.00	
10 Storm Sewer, RCP Apron, Type 2, 54 IN	EA 3	\$ 1,800.00	\$ 5,400.00		\$ 3,487.00	\$ 10,461.00		\$ 1,300.00	\$ 3,900.00		\$ 1,850.00	\$ 5,550.00	
11 Sanitary Outfall, RCP Pipe Apron, Type 1, 30 IN	EA 1	\$ 3,200.00	\$ 3,200.00		\$ 6,985.00	\$ 6,985.00		\$ 2,750.00	\$ 2,750.00		\$ 3,700.00	\$ 3,700.00	
12 Footing for Concrete Pipe Apron, Type 1, 30 IN	EA 3	\$ 1,800.00	\$ 5,400.00		\$ 1,540.00	\$ 4,620.00		\$ 450.00	\$ 1,350.00		\$ 850.00	\$ 2,550.00	
13 Footing for Concrete Pipe Apron, Type 2, 54 IN	EA 3	\$ 2,200.00	\$ 6,600.00		\$ 2,500.00	\$ 7,500.00		\$ 800.00	\$ 2,400.00		\$ 1,150.00	\$ 3,450.00	
14 Triple 54" Culvert Headwall	LS 1	\$ 45,000.00	\$ 45,000.00		\$ 70,000.00	\$ 70,000.00		\$ 65,071.00	\$ 65,071.00		\$ 37,500.00	\$ 37,500.00	
15 Sanitary Manhole, SW-301, 60 IN.	EA 5	\$ 13,500.00	\$ 67,500.00		\$ 20,150.00	\$ 100,750.00		\$ 17,200.00	\$ 86,000.00		\$ 10,750.00	\$ 53,750.00	
16 Sanitary Manhole, SW-301, 60 IN, Flat Top	EA 1	\$ 13,500.00	\$ 13,500.00		\$ 22,000.00	\$ 22,000.00		\$ 19,450.00	\$ 19,450.00		\$ 11,750.00	\$ 11,750.00	
17 Seeding, Fertilizing, and BFM Mulching - Type 5	AC 35	\$ 3,000.00	\$ 105,000.00		\$ 2,700.00	\$ 94,500.00		\$ 2,475.00	\$ 86,625.00		\$ 2,450.00	\$ 85,750.00	
18 SWPPP Management	LS 1	\$ 5,000.00	\$ 5,000.00		\$ 3,900.00	\$ 3,900.00		\$ 3,535.00	\$ 3,535.00		\$ 3,500.00	\$ 3,500.00	
19 Silt Fence, Installation	LF 25,700	\$ 1.50	\$ 38,550.00		\$ 1.75	\$ 44,975.00		\$ 1.40	\$ 35,980.00		\$ 1.40	\$ 35,980.00	
20 Silt Fence, Maintenance	LF 25,700	\$ 0.50	\$ 12,850.00		\$ 0.10	\$ 2,570.00		\$ 0.10	\$ 2,570.00		\$ 0.05	\$ 1,285.00	
21 Silt Fence, Removal	LF 25,700	\$ 0.50	\$ 12,850.00		\$ 0.10	\$ 2,570.00		\$ 0.10	\$ 2,570.00		\$ 0.05	\$ 1,285.00	
22 Rip Rap, Class E, Outfall Apron and Bank Protection	TON 249	\$ 65.00	\$ 16,185.00		\$ 63.00	\$ 15,687.00		\$ 67.00	\$ 16,683.00		\$ 72.00	\$ 17,928.00	
23 Rip Rap, Class E, Triple 54" Dissipation Basin	TON 375	\$ 65.00	\$ 24,375.00		\$ 63.00	\$ 23,625.00		\$ 65.00	\$ 24,375.00		\$ 68.00	\$ 25,500.00	
24 Rip RAP, Macadam Stone, Triple 54" Dissipation	TON 94	\$ 65.00	\$ 6,110.00		\$ 40.00	\$ 3,760.00		\$ 49.00	\$ 4,606.00		\$ 52.00	\$ 4,898.00	
25 Rip Rap, Class E, Triple 54" Inlet Protection	TON 60	\$ 65.00	\$ 3,900.00		\$ 63.00	\$ 3,780.00		\$ 68.00	\$ 4,080.00		\$ 92.00	\$ 5,520.00	
26 Stabilized Construction Entrance	EA 1	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00		\$ 2,500.00	\$ 2,500.00	
27 Concrete Washout	EA 1	\$ 1,000.00	\$ 1,000.00		\$ 3,000.00	\$ 3,000.00		\$ 1,400.00	\$ 1,400.00		\$ 2,000.00	\$ 2,000.00	
Total			\$ 1,715,500.00			\$ 1,133,757.00			\$ 1,138,139.00			\$ 1,154,355.00	

* Includes 3% Construction Contingency

** Total for Bid Item #11 corrected from Proposal

*** Bid Item #1 was blank on Proposal and assumed to be zero. Total Bid Amount corrected from Proposal

HR GREEN, INC.
5525 MERLE HAY RD., STE. 200
JOHNSTON, IOWA 50131
PH: 515-278-2913
FAX: 515-278-1846



BID TABULATION
NEVADA WWTF IMPROVEMENTS - PHASE 1
CITY OF NEVADA, IOWA



Bid Date: October 6, 2020 - 1:00 P.M.
HR Green Project No. 160473

Bid Date: October 6, 2020 - 1:00 P.M. HR Green Project No. 160473									
SM Hentges & Sons, Inc. Jordan, MN				Elder Corporation Des Moines, IA				Keller Excavating, Inc. Boone, IA	
UNIT	QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	LS 1	\$ 94,000.00	\$ 94,000.00	\$ -	\$ -	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
2	Construction Survey	\$ 8,200.00	\$ 8,200.00	\$ 8,400.00	\$ 8,400.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	Clearing and Grubbing	\$ 7,700.00	\$ 7,700.00	\$ 2,900.00	\$ 2,900.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
4	Excavation, Class 10 Reuse on site	\$ 3.10	\$ 234,980.00	\$ 3.25	\$ 246,350.00	\$ 3.00	\$ 227,400.00	\$ 3.00	\$ 227,400.00
5	Topsail, Onsite, Strip, Salvage, and Spread	\$ 5.00	\$ 189,000.00	\$ 5.00	\$ 189,000.00	\$ 4.30	\$ 162,540.00	\$ 4.30	\$ 162,540.00
6	Influent Trunk Sewer, Trenched, Optional Materials, 30 IN	\$ 124.00	\$ 175,584.00	\$ 170.00	\$ 240,720.00	\$ 161.00	\$ 227,976.00	\$ 161.00	\$ 227,976.00
7	Effluent Outfall Sewer, Trenched, RCP, 30 IN	\$ 241.00	\$ 57,117.00	\$ 300.00	\$ 71,100.00	\$ 265.00	\$ 62,805.00	\$ 265.00	\$ 62,805.00
8	Storm Sewer, Trenched, RCP (III), 54 IN	\$ 130.00	\$ 63,700.00	\$ 154.00	\$ 75,460.00	\$ 153.00	\$ 74,970.00	\$ 153.00	\$ 74,970.00
9	Sanitary Outfall, RCP Pipe Apron, Type 1, 30 IN	\$ 250.00	\$ 70,500.00	\$ 215.00	\$ 60,630.00	\$ 422.00	\$ 119,004.00	\$ 422.00	\$ 119,004.00
10	Storm Sewer, RCP Apron, Type 2, 54 IN	\$ 1,270.00	\$ 1,270.00	\$ 1,400.00	\$ 1,400.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
11	Footling for Concrete Pipe Apron, Type 1, 30 IN	\$ 2,400.00	\$ 7,200.00	\$ 2,900.00	\$ 8,700.00	\$ 4,500.00	\$ 13,500.00	\$ 4,500.00	\$ 13,500.00
12	Footling for Concrete Pipe Apron, Type 2, 54 IN	\$ 1,500.00	\$ 1,500.00	\$ 470.00	\$ 470.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
13	Triple 54" Culvert Headwall	\$ 2,400.00	\$ 7,200.00	\$ 840.00	\$ 2,520.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00
14	Sanitary Manhole, SW-301, 60 IN	\$ 75,000.00	\$ 75,000.00	\$ 70,000.00	\$ 70,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
15	Sanitary Manhole, SW-301, 60 IN, Flat Top	\$ 14,500.00	\$ 72,500.00	\$ 18,000.00	\$ 90,000.00	\$ 22,000.00	\$ 110,000.00	\$ 22,000.00	\$ 110,000.00
16	Seeding, Fertilizing, and BFM Mulching - Type 5	\$ 14,500.00	\$ 14,500.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
17	SWPPP Management	\$ 2,500.00	\$ 87,500.00	\$ 2,600.00	\$ 91,000.00	\$ 2,700.00	\$ 94,500.00	\$ 2,700.00	\$ 94,500.00
18	Silt Fence, Installation	\$ 3,500.00	\$ 3,500.00	\$ 3,700.00	\$ 3,700.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
19	Silt Fence, Maintenance	\$ 1.40	\$ 35,980.00	\$ 1.45	\$ 37,265.00	\$ 1.60	\$ 41,120.00	\$ 1.60	\$ 41,120.00
20	Silt Fence, Removal	\$ 0.04	\$ 1,028.00	\$ 0.05	\$ 1,285.00	\$ 0.10	\$ 2,570.00	\$ 0.10	\$ 2,570.00
21	Rip Rap, Class E, Outfall Apron and Bank Protection	\$ 0.04	\$ 1,028.00	\$ 0.05	\$ 1,285.00	\$ 0.10	\$ 2,570.00	\$ 0.10	\$ 2,570.00
22	Rip Rap, Class E, Triple 54" Dissipation Basin	\$ 55.00	\$ 13,695.00	\$ 57.50	\$ 14,317.50	\$ 55.00	\$ 13,695.00	\$ 55.00	\$ 13,695.00
23	Rip Rap, Class E, Triple 54" Dissipation Basin	\$ 55.00	\$ 20,625.00	\$ 60.00	\$ 22,500.00	\$ 55.00	\$ 20,625.00	\$ 55.00	\$ 20,625.00
24	RIP RAP, Macadam Stone, Triple 54" Dissipation	\$ 55.00	\$ 20,625.00	\$ 60.00	\$ 22,500.00	\$ 55.00	\$ 20,625.00	\$ 55.00	\$ 20,625.00
25	Rip Rap, Class E, Triple 54" Inlet Protection	\$ 45.00	\$ 4,230.00	\$ 38.50	\$ 3,619.00	\$ 40.00	\$ 3,760.00	\$ 40.00	\$ 3,760.00
26	Stabilized Construction Entrance	\$ 65.00	\$ 3,900.00	\$ 60.00	\$ 3,600.00	\$ 55.00	\$ 3,300.00	\$ 55.00	\$ 3,300.00
27	Concrete Washout	\$ 1,900.00	\$ 1,900.00	\$ 1,700.00	\$ 1,700.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
28	Concrete Washout	\$ 590.00	\$ 590.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Total			\$ 1,253,927.00		\$ 1,269,521.50		\$ 1,381,635.00		\$ 1,381,635.00

* Includes 3% Construction Contingency

** Total for Bid Item #11 corrected from Proposal

*** Bid Item #1 was blank on Proposal and assumed to be zero. Total Bid Amount corrected from F



October 7, 2020
Jordan Cook
City Administrator
City of Nevada
1209 6th Street
Nevada, IA 50201

**Re: Nevada Wastewater Treatment Facility Improvements - Phase 1
Recommendation of Bid Award
HR Green Project No. 160473**

Dear Jordan:

Bids were received on October 6, 2020, for construction of the above referenced project. I have enclosed a copy of the tabulation of the bids received. All bids have been reviewed for completeness and accuracy. The following was found in our review:

1. CJ Moyna & Sons, LLC
 - a. Math error for line item #11 total amount. No change in overall Total Bid amount
2. Elder Corporation
 - a. Line item #1 unit price and total left blank
 - b. Total Bid amount on Proposal does not equal sum of unit prices

The bids received are as follows:

Wenthold Excavating, LLC.....Elkhart, Iowa.....	\$1,133,757.00
Ontrack Construction, LLC.....Nevada, Iowa.....	\$1,139,139.00
CJ Moyna & Sons, LLC.....Elkader, Iowa.....	\$1,154,355.00
SM Hentges & Sons, Inc.....Jordan, MN.....	\$1,253,927.00
Elder Corporation.....Des Moines, Iowa.....	\$1,269,521.50*
Keller Excavating, LLC.....Boone, Iowa.....	\$1,381,635.00

* denotes corrected Total Bid amount

The apparent low bidder is Wenthold Excavating, LLC of Elkhart, Iowa. When contacted by HR Green Wenthold's representative responded they were comfortable and had no concerns with their bid.

The bid from Wenthold Excavating, LLC of Elkhart, Iowa, is approximately 26% below the Engineer's Opinion of Probable Cost of \$1,715,500.

The bid from Wenthold Excavating, LLC of Elkhart, Iowa, has been reviewed for accuracy and is recommended for award.

Please let me know if you have any questions or comments.

Sincerely,
HR GREEN, INC.

Michael Roth, P.E.
Project Manager

Enclosures

HRGreen.com

Offices: 515.278.2913 515.278.1846 Toll Free: 800.728.7805
5525 Merle Hay Road, Suite 200, Johnston, Iowa 50131

RESOLUTION NO. 033 (2020/2021)

Resolution awarding contract for the Nevada Wastewater Treatment Facility Improvements – Phase 1 Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Nevada, Iowa, and as required by law, bids and proposals were received by this Council for the Nevada Wastewater Treatment Facility Improvements – Phase 1 Project (the “Project”); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Wenthold Excavating, LLC	\$1,133,757.00
1212 E Walnut, Unit A	
Elkhart, IA	

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder’s written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, but only after the contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contract or surety bonds.

Section 4. The amount of the contractor’s performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved _____, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 1
Nevada, Iowa

**CONTRACT
NEVADA WWTF IMPROVEMENTS - PHASE 1
NEVADA, IOWA**

THIS CONTRACT, made and entered into this _____ day of _____, 2020, by and between the City of Nevada, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and Wenthold Excavating, LLC, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the latest Edition of the Urban Standard Specifications for Public Improvements, as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with Notice to Bidders and Notice of Public Hearing for the following described improvements:

The Work to be performed under these Contract Documents consists of sitework improvements at the proposed Nevada Wastewater Treatment Facilities (WWTF) site ahead of the wastewater treatment facilities construction. The WWTF site is a new "greenfield" site located in Story County (Orchard View Subdivision, Lot 1, Section 31, Township 83, Range 22), approximately three miles south of US Highway 30, one-half mile east of 620th Avenue/NE 72 Street/County Road S-14 on the south side of 270th Street. The Contractor will furnish and install all labor, materials, and equipment for the construction improvements project.

The proposed WWTF site improvements include: clearing and grubbing; access road construction; stormwater culvert installation and related stormwater improvements; site grading; installation of 30-inch diameter influent sewer piping and manholes; installation of 30-inch diameter effluent sewer piping and manhole; and installation and maintenance of erosion control measures.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One million one hundred thirty-three thousand seven hundred fifty-seven Dollars (\$1,133,757.00), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract within 10 days of the date specified on the Notice to Proceed, work shall be substantially complete on or before April 30, 2021, and shall be fully completed on or before May 14, 2021, and to pay liquidated damages for noncompliance with said completion provisions at a rate of One Thousand Five Hundred & 00/100 Dollars (\$1,500.00) dollars for each calendar day that the work remains incomplete.

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 1
Nevada, Iowa

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Nevada, Iowa

CONTRACTOR:

By _____
Brett Barker, Mayor

Wenthold Excavating, LLC

(Seal)
ATTEST:

By _____

Kerin Wright, City Clerk

Print Name, Title

1212 E Walnut St. Unit A
Street Address

Elkhart IA 50073
City, State, Zip Code

(515) 220-4360
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 1
Nevada, Iowa

- B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____
Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: ITEM 1: GENERAL - None

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. BASED ON BIDS RECEIVED, THE CITY RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 47,000.00	\$ 47,000.00
2	Construction Survey	LS	1	3,500.00	3,500.00
3	Clearing and Grubbing	LS	1	1,500.00	1,500.00
4	Excavation, Class 10 Reuse on site	CY	75,800	1.80	136,440.00
5	Topsoil, Onsite, Strip, Salvage, and Spread	CY	37,800	3.50	132,300.00
6	Influent Trunk Sewer, Trenched, Optional Materials, 30 IN	LF	1416	129.25	183,018.00
7	Influent Trunk Sewer and Effluent Outfall Sewer, Trenched, DIP, 30 IN	LF	237	330.00	78,210.00
8	Effluent Outfall Sewer, Trenched, RCP, 30 IN	LF	490	117.00	57,330.00
9	Storm Sewer, Trenched, RCP (III), 54 IN	LF	282	230.00	64,860.00
10	Sanitary Outfall, RCP Pipe Apron, Type 1, 30 IN	EA	1	3,487.00	3,487.00
11	Storm Sewer, RCP Apron, Type 2, 54 IN	EA	3	6,985.00	20,955.00
12	Footing for Concrete Pipe Apron, Type 1, 30 IN	EA	1	1,540.00	1,540.00
13	Footing for Concrete Pipe Apron, Type 2, 54 IN	EA	3	2,500.00	7,500.00
14	Triple 54" Culvert Headwall	LS	1	70,000.00	70,000.00
15	Sanitary Manhole, SW-301, 60 IN.	EA	5	20,150.00	100,750.00
16	Sanitary Manhole, SW-301, 60 IN, Flat Top	EA	1	22,000.00	22,000.00
17	Seeding, Fertilizing, and BFM Mulching - Type 5	AC	35	2,700.00	94,500.00
18	SWPPP Management	LS	1	3,900.00	3,900.00
19	Silt Fence, Installation	LF	25,700	1.75	44,975.00
20	Silt Fence, Maintenance	LF	25,700	0.10	2,570.00
21	Silt Fence, Removal	LF	25,700	0.10	2,570.00
22	Rip Rap, Class E, Outfall Apron and Bank Protection	TON	249	63.00	15,687.00
23	Rip Rap, Class E, Triple 54" Dissipation Basin	TON	375	63.00	23,625.00
24	RIP RAP, Macadam Stone, Triple 54" Dissipation	TON	94	40.00	3,760.00
25	Rip Rap, Class E, Triple 54" Inlet Protection	TON	60	63.00	3,780.00
26	Stabilized Construction Entrance	EA	1	5,000.00	5,000.00
27	Concrete Washout	EA	1	3,000.00	3,000.00
TOTAL ITEM 1 - 27				\$	1,133,757.00

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND
NEVADA WWTF IMPROVEMENTS - PHASE 1
NEVADA, IOWA**

KNOW ALL BY THESE PRESENTS:

That we, Wenthold Excavating, LLC as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto the City of Nevada, Iowa, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One million one hundred thirty-three thousand seven hundred fifty-seven Dollars (\$1,133,757.00) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 2020, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

The Work to be performed under these Contract Documents consists of sitework improvements at the proposed Nevada Wastewater Treatment Facilities (WWTF) site ahead of the wastewater treatment facilities construction. The WWTF site is a new "greenfield" site located in Story County (Orchard View Subdivision, Lot 1, Section 31, Township 83, Range 22), approximately three miles south of US Highway 30, one-half mile east of 620th Avenue/NE 72 Street/County Road S-14 on the south side of 270th Street. The Contractor will furnish and install all labor, materials, and equipment for the construction improvements project.

The proposed WWTF site improvements include: clearing and grubbing; access road construction; stormwater culvert installation and related stormwater improvements; site grading; installation of 30-inch diameter influent sewer piping and manholes; installation of 30-inch diameter effluent sewer piping and manhole; and installation and maintenance of erosion control measures.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of \$1,133,757.00 which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of Four (4) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair.
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section; and
 - D. Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.
4. **GENERAL:** The Contractor and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as

required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Story County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 1
Nevada, Iowa

Witness our hands, in triplicate, this _____ day of _____, 20____.

Surety Countersigned By:

PRINCIPAL:

Name of Resident Commission Agent

Contractor

Company Name

By: _____
Signature

Company Address

Printed Name, Title

City, State, Zip Code

SURETY:

Company Telephone Number

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

Item # 4B
Date: 10/12/2020

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY, ss.

I, Kim Fowler, on oath depose and say that I am the Director of
Sales of **NEVADA JOURNAL**, a weekly newspaper, published at ;
Ames, Story County, Iowa that the annexed printed:

CITY OF NEVADA
Form 653.C1

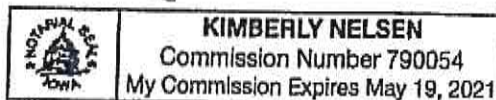
was published in said newspaper 1 time(s) on

October 01, 2020

the last day of said publication being the
1st day of October, 2020

Kim Fowler

Kimberly Nelsen



sworn to before me and subscribed in my presence by Kim Fowler,
Director of Sales, this the 1st day of October, 2020

FEE: \$132.59
AD #: 0001367365
ACCT: 37490

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2020-2021 CITY BUDGET**

#1367365

Form 653.C1

The City Council of Nevada in STORY County, Iowa
will meet at Nevada Council Chambers
at 6:00 p.m. on 10/12/2020
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2021
(year)

by changing estimates of revenue and expenditure appropriations in the following programs for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<u>Revenues & Other Financing Sources</u>				
Taxes Levied on Property	1	3,859,776	0	3,859,776
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,859,776	0	3,859,776
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	949,646	0	949,646
Other City Taxes	6	989,911	0	989,911
Licenses & Permits	7	102,750	0	102,750
Use of Money and Property	8	293,600	0	293,600
Intergovernmental	9	1,181,486	61,500	1,242,986
Charges for Services	10	3,911,141	0	3,911,141
Special Assessments	11	1,000	0	1,000
Miscellaneous	12	2,282,250	0	2,282,250
Other Financing Sources	13	14,000,000	2,866,654	16,866,654
Transfers In	14	8,254,362	25,000	8,279,362
Total Revenues and Other Sources	15	35,825,922	2,953,154	38,779,076
<u>Expenditures & Other Financing Uses</u>				
Public Safety	16	1,818,312	0	1,818,312
Public Works	17	1,075,480	0	1,075,480
Health and Social Services	18	64,550	0	64,550
Culture and Recreation	19	1,832,752	66,000	1,898,752
Community and Economic Development	20	678,634	0	678,634
General Government	21	670,889	70,000	740,889
Debt Service	22	1,341,263	0	1,341,263
Capital Projects	23	12,943,000	0	12,943,000
Total Government Activities Expenditures	24	20,424,880	136,000	20,560,880
Business Type / Enterprises	25	4,905,693	3,408,401	8,314,094
Total Gov Activities & Business Expenditures	26	25,330,573	3,544,401	28,874,974
Transfers Out	27	8,254,362	25,000	8,279,362
Total Expenditures/Transfers Out	28	33,584,935	3,569,401	37,154,336
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year	29	2,240,987	-616,247	1,624,740
Beginning Fund Balance July 1	30	23,408,826	0	23,408,826
Ending Fund Balance June 30	31	25,649,813	-616,247	25,033,566

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Water Refunding Bond occurred after budget was finalized; Storm sewer share of CBD project; Items budgeted in FY20 that were not completed; Derecho Storm damage repair/replacement

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Kerin Wright

85-820

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2021 - AMENDMENT #1

To the Auditor of STORY County, Iowa:

The City Council of Nevada in said County/Counties met on 10/12/2020, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any, thereupon, the following resolution was introduced.

RESOLUTION No. 034 (2020/2021)

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2021

(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Nevada

Section 1. Following notice published 10/1/2020

and the public hearing held, 10/12/2020 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,859,776	0	3,859,776
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,859,776	0	3,859,776
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	949,646	0	949,646
Other City Taxes	6	989,911	0	989,911
Licenses & Permits	7	102,750	0	102,750
Use of Money and Property	8	293,600	0	293,600
Intergovernmental	9	1,181,486	61,500	1,242,986
Charges for Services	10	3,911,141	0	3,911,141
Special Assessments	11	1,000	0	1,000
Miscellaneous	12	2,282,250	0	2,282,250
Other Financing Sources	13	14,000,000	2,866,654	16,866,654
Transfers In	14	8,254,362	25,000	8,279,362
Total Revenues and Other Sources	15	35,825,922	2,953,154	38,779,076
Expenditures & Other Financing Uses				
Public Safety	16	1,818,312	0	1,818,312
Public Works	17	1,075,480	0	1,075,480
Health and Social Services	18	64,550	0	64,550
Culture and Recreation	19	1,832,752	66,000	1,898,752
Community and Economic Development	20	678,634	0	678,634
General Government	21	670,889	70,000	740,889
Debt Service	22	1,341,263	0	1,341,263
Capital Projects	23	12,943,000	0	12,943,000
Total Government Activities Expenditures	24	20,424,880	136,000	20,560,880
Business Type / Enterprises	25	4,905,693	3,408,401	8,314,094
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Transfers Out	27	8,254,362	25,000	8,279,362
Total Expenditures/Transfers Out	28	33,584,935	3,569,401	37,154,336
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	2,240,987	-616,247	1,624,740
Beginning Fund Balance July 1	30	23,408,826	0	23,408,826
Ending Fund Balance June 30	31	25,649,813	-616,247	25,033,566

Passed this 12th day of 10/2020
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY, ss.

I, Kim Fowler, on oath depose and say that I am the Director of Sales of NEVADA JOURNAL, a weekly newspaper, published at Ames, Story County, Iowa that the annexed printed:

CITY OF NEVADA
PH, West F Ave Dev Agreement

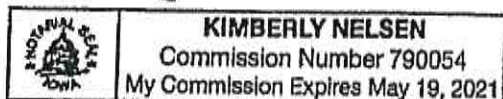
was published in said newspaper 1 time(s) on

October 01, 2020

the last day of said publication being the
1st day of October, 2020

K. Fowler

Kimberly Nelsen



sworn to before me and subscribed in my presence by Kim Fowler,
Director of Sales, this the 1st day of October, 2020

FEE: \$41.28
AD #: 0001367336
ACCT: 37490

#1367336
**NOTICE OF MEETING FOR
APPROVAL OF DEVELOPMENT
AGREEMENT WITH ON TRACK
CONSTRUCTION, LLC AND
AUTHORIZATION OF ANNUAL
APPROPRIATION TAX
INCREMENT PAYMENTS**

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Council Chambers, on October 12, 2020, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and On Track Construction, LLC (the "Developer") in connection with the development of an industrial park in the Nevada Urban Renewal Area, including the construction of certain public infrastructure improvements, which Agreement provides for certain financial incentives to the Developer in the form of annual appropriation incremental property tax payments in a total amount not exceeding \$1,500,000, as authorized by Section 403.9 of the Code of Iowa.

The agreement to make annual appropriation incremental property tax payments to the Developer will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Nevada Urban Renewal Area. Some or all of the payments to the Developer under the Development Agreement will be subject to annual appropriation by the City Council.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via Zoom, which will be accessible at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDlIUlZHCzZlQlI9MLOZOeEI0dz09>

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

In addition to electronic access, written comments may be filed or made prior to the meeting and will be recorded in the minutes.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Nevada, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Kerin Wright City Clerk

Published in the Nevada Journal
on October 1, 2020 (1T)

RESOLUTION NO. 035 (2020/2021)

Resolution Approving Development Agreement with On Track Construction, LLC, 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 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 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 On Track Construction, LLC (the “Developer”) has been prepared in connection with the development of an industrial park in the Urban Renewal Area, including the construction of certain public infrastructure improvements (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Developer in a total amount not exceeding \$1,500,000; 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 October 12, 2020, 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, 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 the Developer.

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, and such officers 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 a subfund (the "On Track Construction, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

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

Lots 1, 2, 3, 4 and 5 and Outlot A, Airport Road Industrial Park, Seventh Addition to the City of Nevada.

Section 5. The City hereby pledges to the payment of the Agreement the On Track Construction, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the On Track Construction, LLC Subfund 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 On Track Construction, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County 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 October 12, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk



October 5, 2020

VIA EMAIL

Jordan Cook
City Administrator/City Hall
Nevada, IA

Re: On Track Construction, LLC Development Agreement
File No. 420131-99

Dear Jordan:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with On Track Construction, LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos, Severie Orngard, or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Kerin Wright

DEVELOPMENT AGREEMENT

This Development Agreement is entered into between the City of Nevada, Iowa (the “City”) and On Track Construction, LLC (the “Developer”) as of the 12th day of October, 2020 (the “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 Developer owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Developer has proposed to undertake (i) the development of an industrial park on the Property, including the construction of certain public infrastructure improvements (the “Public Infrastructure Project”); and (ii) the expansion of its industrial facilities for use in its business operations on the Property (the “Expansion Project”); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Developer in paying the costs of constructing the Public Infrastructure Project; and

WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues, as herein defined, under this Agreement and Section 403.19 of the Code of Iowa is \$36,800 (the “Base Valuation”); and

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. **Expansion Project.** The Developer agrees to construct the Expansion Project on the Property. Furthermore, the Developer expects to invest approximately \$4,000,000 into capital improvements for the Expansion Project, including construction work, equipment, furnishings and other capital improvements. The Developer has submitted a detailed site plan (the “Site Plan”) for the development of the Commercial Project to the City which was approved by the Planning and Zoning Supervisor. The Site Plan is attached as Exhibit B hereto. The Developer agrees to construct the Expansion Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2022.

2. **Public Infrastructure Project Construction.** The Developer agrees to cause the construction of the Public Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Public Infrastructure Project, the Developer will submit copies of all engineering documents related to the proposed Public Infrastructure

Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the completed Public Infrastructure Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Public Infrastructure Project is not completed to the satisfaction of the City.

Upon completion of the Public Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Public Infrastructure Project in accordance with State law, the Developer will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Public Infrastructure Project, which shall thereafter be maintained by the City.

3. Public Infrastructure Costs Documentation. Upon completion of the Public Infrastructure Project, the Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Public Infrastructure Costs") incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the City, confirming that such Public Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the construction of the Public Infrastructure Project and that such Public Infrastructure Costs are of an amount reasonably to have been expected with respect to such construction. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

The Public Infrastructure Costs may include costs relating to land acquisition costs, designing and constructing the Public Infrastructure Project, landscaping and grading the Public Infrastructure Project, interest expense and other costs of financing, and other reasonably related costs of carrying out the Public Infrastructure Project, including the Legal and Administrative Costs defined in Section A.7 of this Agreement.

4. Property Taxes. The Developer agrees to make or ensure timely payment of all property taxes as they come due with respect to that portion of the Property with the completed Industrial Park Development Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.

5. Property Tax Payment Certification. The Developer agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2023, an amount (the "Developer's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Developer's Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit E. The City reserves the right to review and request revisions to each such Developer's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with

respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the Property.

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the worksheet required under this Section A.5.

6. Default Provisions.

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Developer to undertake the Expansion Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Developer to commence and complete construction of the Public Infrastructure Project pursuant to the terms and conditions of this Agreement.
- III. Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- IV. Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, the City shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Withhold the Payments provided for under Section B.2 below.

7. Legal and Administrative Costs. The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City’s Obligations

1. Review of Public Infrastructure Cost Documentation. The City public works and engineering personnel will review the Costs Documentation upon receipt from the Developer. If the City determines the Public Infrastructure Costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Public Infrastructure Project, the City shall record a summary of the date, amount and nature of the costs (the "Accepted Public Infrastructure Costs") on the Summary of Accepted Public Infrastructure Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Public Infrastructure Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.2 of this Agreement.

If the City determines the Public Infrastructure Costs set forth in the Public Infrastructure Costs Documentation are not costs reasonably incurred in the construction of the Public Infrastructure Project, the City shall notify the Developer of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

2 Payments. In recognition of the Developer's obligations set out above, the City agrees to make ten (10) annual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed the lesser of (i) the Accepted Public Infrastructure Costs; or (ii) \$1,500,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Story County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as hereinafter set forth.

Each Payment shall not exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2023. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2025 and continuing to, and including, June 1, 2034, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. **Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2023, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2034.

4. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2025, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2023) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Story County Treasurer attributable to the taxable incremental valuation of the Property in the twelve (12) months immediately preceding each Payment date.

5. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2034.

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

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

CITY OF NEVADA, IOWA

By: _____
Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

ON TRACK CONSTRUCTION, LLC

By: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

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

Lots 1, 2, 3, 4 and 5 and Outlot A, Airport Road Industrial Park, Seventh Addition to the City of Nevada.

EXHIBIT B
SITE PLAN

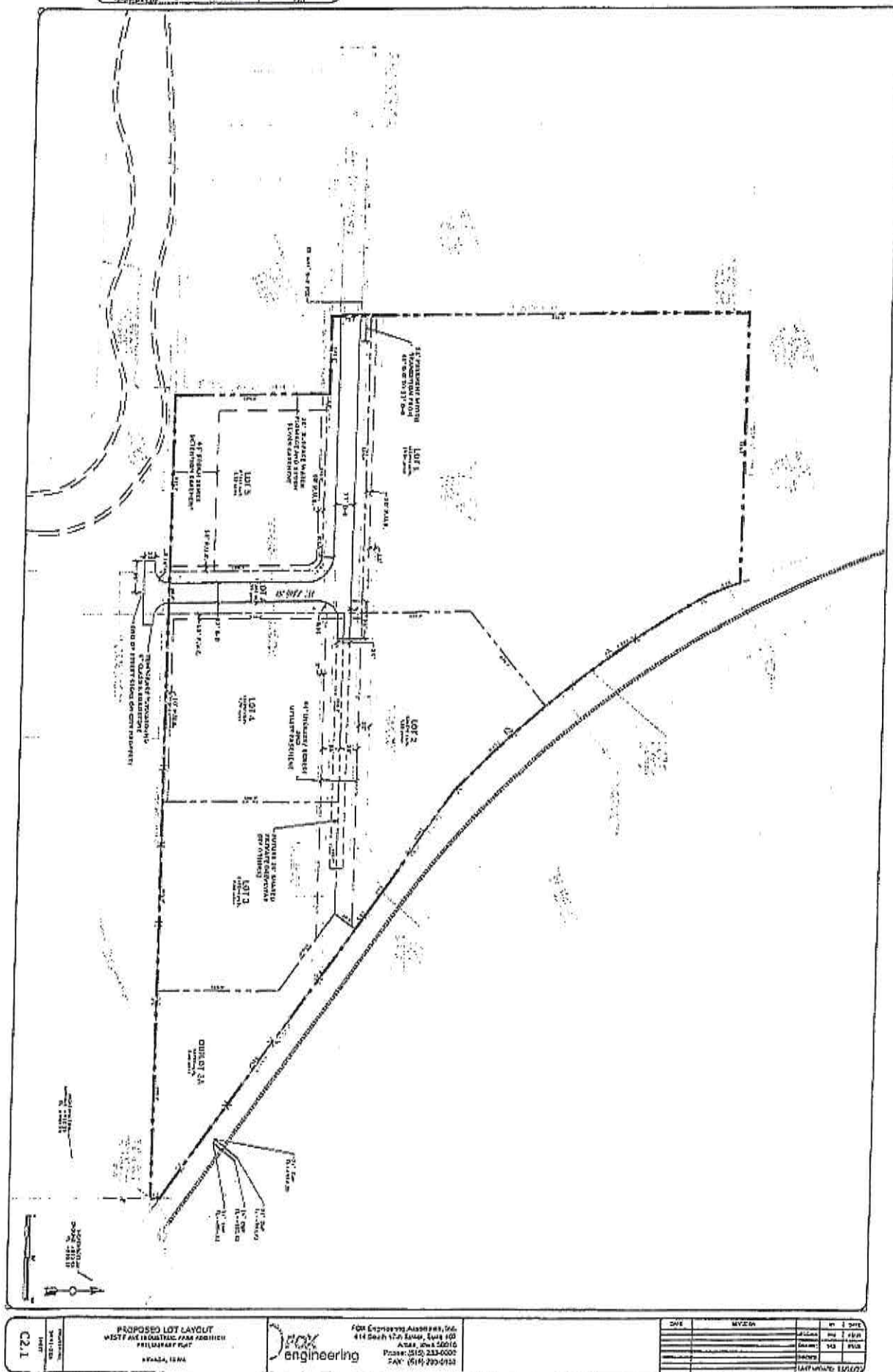


EXHIBIT C
**TIMELINE AND SPECIFICATIONS FOR PUBLIC INFRASTRUCTURE
PROJECT**

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

West F Ave Industrial Park Addition

City of Nevada OPC

Nevada, Iowa

Last Update 7/22/2020

FOX PN: 5491-20A



ITEM NO.	BID ITEMS AND QUANTITIES	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS (NOT USED)					
DIVISION 2 - EARTHWORK					
2.01	TOPSOIL STRIP & STOCKPILE	CY	32,483	\$1.80	\$58,469.40
2.02	TOPSOIL RESPREAD	CY	12,412	\$2.00	\$24,824.00
2.03	EXCAVATION, CLASS 10	CY	43,900	\$2.00	\$87,800.00
2.04	FINE GRADING & SUBGRADE PREPARATION, 12-INCH	SY	4,200	\$3.00	\$12,600.00
2.05	BACKFILL OF CURB	CY	400	\$10.00	\$4,000.00
2.06	MODIFIED SUBBASE, 6-INCH	SY	4,200	\$10.00	\$42,000.00
2.07	GRANULAR TURNAROUND, 6-INCH	TONS	135	\$60.00	\$8,100.00
2.08	SUBGRADE TREATMENT, GEOGRID (TYPE 1)	SY	4,200	\$2.00	\$8,400.00
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL					
3.01	TRENCH FOUNDATION	TONS	100	\$40.00	\$4,000.00
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	100	\$40.00	\$4,000.00
3.03	COMPACTION TESTING	LS	1	\$5,000.00	\$5,000.00
DIVISION 4 - SEWERS AND DRAINS					
4.01	STORM SEWER, RCP, 18-INCH	LF	407	\$70.00	\$28,490.00
4.02	STORM SEWER, RCP, 24-INCH	LF	204	\$90.00	\$18,360.00
4.03	STORM SEWER, RCP, 36-INCH	LF	54	\$120.00	\$6,480.00
4.04	SUBDRAIN, TRENCHED, 6-INCH	LF	1,448	\$25.00	\$36,200.00
4.05	PIPE APRON, RCP, 18-INCH	EA	4	\$2,000.00	\$8,000.00
4.06	PIPE APRON, RCP, 24-INCH	EA	4	\$2,500.00	\$10,000.00
4.07	PIPE APRON, RCP, 36-INCH	EA	1	\$3,000.00	\$3,000.00
4.08	CONNECTION TO EXISTING 15-INCH SANITARY, 6-INCH SERVICE	EA	5	\$3,000.00	\$15,000.00
4.09	SANITARY SERVICE STUB, PVC, 6-INCH	LF	274	\$75.00	\$20,550.00
4.10	MAJOR ADJUSTMENT, SANITARY MANHOLE	EA	4	\$2,000.00	\$8,000.00
DIVISION 5 - WATER MAIN AND APPURTENANCES					
5.01	TAPPING VALVE & SLEEVE, 12-INCH X 6-INCH	EA	3	\$6,000.00	\$18,000.00
5.02	RESILIENT WEDGE GATE VALVE, 6-INCH	EA	4	\$1,800.00	\$7,200.00
5.03	FIRE HYDRANT ASSEMBLY	EA	4	\$6,000.00	\$24,000.00
5.04	WATER MAIN, 6-INCH	LF	236	\$40.00	\$9,440.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS					
6.01	CLEANOUT, SUBDRAIN	EA	6	\$750.00	\$4,500.00
6.02	STORM MANHOLE, SW-401, 48-INCH	EA	2	\$5,000.00	\$10,000.00
6.03	STORM INTAKE, SW-501	EA	3	\$4,000.00	\$12,000.00
6.04	STORM INTAKE, SW-503	EA	1	\$5,000.00	\$5,000.00
6.05	BEEHIVE INTAKE, 24-INCH	EA	1	\$3,000.00	\$3,000.00
DIVISION 7 - STREETS AND RELATED WORK					
7.01	PCC PAVEMENT, 8-INCH, CD BASKETS	SY	3,805	\$65.00	\$247,325.00
7.02	PCC PAVEMENT SAMPLE & TESTING	LS	1	\$5,000.00	\$5,000.00
DIVISION 8 - TRAFFIC CONTROL (NOT USED)					
DIVISION 9 - SITE WORK AND LANDSCAPING					
9.01	SEED, FERTILIZE, & MULCH - SUBDIVISION MIX	AC	24	\$1,100.00	\$26,400.00
9.02	SILT FENCE, INSTALL, MAINTAIN, REMOVE	LF	1,000	\$3.00	\$3,000.00
9.03	FILTER SOCKS	LF	500	\$5.00	\$2,500.00
9.04	RIP-RAP	TON	80	\$100.00	\$8,000.00
9.05	CONSTRUCTION ENTRANCE	TON	100	\$75.00	\$7,500.00
DIVISION 10 - DEMOLITION (NOT USED)					
DIVISION 11 - MISCELLANEOUS					
11.01	MOBILIZATION (EARTHWORK)	LS	1	\$3,500.00	\$3,500.00
11.02	MOBILIZATION (UTILITY)	LS	1	\$14,000.00	\$14,000.00
11.03	MOBILIZATION (PAVING)	LS	1	\$20,000.00	\$20,000.00
11.04	END OF STREET SIGNS	LS	1	\$1,000.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$844,638.40
CONTINGENCY					\$84,463.84
LAND PURCHASE					\$315,000.00
GAS & ELECTRICAL UTILITY SERVICES					\$36,500.00
ENGINEERING, BIDDING, ADMIN, STAKING, & OBSERVATION					\$47,500.00
SWPP PREP/MAINT PER MONTH (12 MONTHS)					\$4,200.00
CHANGE ORDER ALLOWANCE (2%)					\$16,900.00
TOTAL PROJECT COST					\$1,350,000.00

EXHIBIT D

Submitted by: _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Public Infrastructure Project.

By: _____

Reviewed and accepted by the City of Nevada, Iowa this _____ day of _____, 20__.

-10-

EXHIBIT E
DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =
\$_____ (the "Developer's Estimate")

EXHIBIT F
SUMMARY OF ACCEPTED PUBLIC INFRASTRUCTURE COSTS

[illegible]

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY, ss.

I, Kim Fowler, on oath depose and say that I am the Director of Sales of **NEVADA JOURNAL**, a weekly newspaper, published at ; Ames, Story County, Iowa that the annexed printed:

CITY OF NEVADA
PH, MMF Dev Agreement

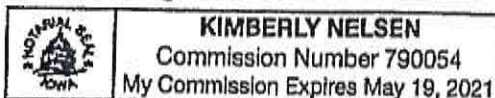
was published in said newspaper 1 time(s) on

October 01, 2020

the last day of said publication being the
1st day of October, 2020

K. Fowler

Kimberly Nelsen



sworn to before me and subscribed in my presence by Kim Fowler,
Director of Sales, this the 1st day of October, 2020

FEE: \$40.25
AD #: 0001367349
ACCT: 37490

#1367349
**NOTICE OF MEETING FOR
APPROVAL OF DEVELOPMENT
AGREEMENT WITH MID-STATES
MATERIAL HANDLING &
FABRICATION, INC. AND
AUTHORIZATION OF ANNUAL
APPROPRIATION TAX
INCREMENT PAYMENTS**

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Council Chambers, in the City, on October 12, 2020, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Mid-States Material Handling & Fabrication, Inc. (the "Company"), in connection with the expansion of the Company's manufacturing facilities and operations, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$225,000 as authorized by Section 403.9 of the Code of Iowa.

The agreement to make incremental property tax payments to the Company will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Nevada Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via Zoom, which will be accessible at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDlUXZhcZlQl9ML0ZOeElOdz09>

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

In addition to electronic access, written comments may be filed or made prior to the meeting and will be recorded in the minutes.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Nevada, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Kerin Wright City Clerk

Published in the Nevada Journal
on October 1, 2020 (1T)

RESOLUTION NO. 036 (2020/2021)

Resolution Approving Development Agreement with Mid-States Material Handling & Fabrication, 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 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 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 Mid-States Material Handling & Fabrication, Inc. (the "Company") has been prepared in connection with the expansion of the Company's manufacturing facilities and operations in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Company in a total amount not exceeding \$225,000; 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 October 12, 2020, 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, 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 the Company.

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, and such officers 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 a subfund (the "Mid-States Material Handling & Fabrication, Inc. Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Nevada, Story County, State of Iowa bearing Story County Property Tax Parcel Identification Number 1108350130.

Section 5. The City hereby pledges to the payment of the Agreement the Mid-States Material Handling & Fabrication, Inc. Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Mid-States Material Handling & Fabrication, Inc. Subfund 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 Mid-States Material Handling & Fabrication, Inc. Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County 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 October 12, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk



October 7, 2020

VIA EMAIL

Jordan Cook
City Administrator/City Hall
Nevada, IA

Re: Mid-States Material Handling & Fabrication, Inc. Development Agreement
File No. 420131-98

Dear Jordan:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Mid-States Material Handling & Fabrication, Inc., followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos, Severie Orngard, or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Kerin Wright

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and Mid-States Material Handling & Fabrication, Inc. (the "Company") as of the 12th day of October, 2020 (the "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 Company owns certain real property which is situated in the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Company has proposed to undertake the expansion of its manufacturing facilities for use in its business operations on the Property ("the Project"); and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of undertaking the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation of the Property is \$1,924,200; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development projects; and

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Project Construction. The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term (as hereinafter defined). Furthermore, the Company agrees to invest not less than \$4,000,000 into capital improvements for the Project, including construction work and other furnishings. The Company has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City by the Planning and Zoning Supervisor and is set forth as Exhibit B hereto. The Company agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2020.

2. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term (as hereinafter defined) and to submit a receipt or cancelled check in evidence of each such payment.

3. **Company's Certifications.** The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2021, demonstrating that the completed Project is being maintained and used as part of the Company's business operations.

4. **Economic Development Assistance Contract.** The Company agrees that it will enter into an Economic Development Assistance Contract (the "IEDA Contract") with the Iowa Economic Development Authority (the "IEDA"). At such time that the IEDA Contract is executed, it shall be inserted as Exhibit C of this Agreement. The Company agrees to submit documentation to the satisfaction of the City no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2021, demonstrating that the Company is in compliance with the requirements of the IEDA Contract. Furthermore, the Company agrees to provide written notice to the City within thirty (30) days of the receipt of any notification from IEDA that the Company has fallen out of Compliance with the requirements of the IEDA Contract.

5. **Property Tax Payment Certification.** For purposes of this Agreement "Annual Percentage" shall mean the annual percentage in effect from time to time as set forth in the following table:

Fiscal Year of City	Annual Percentage
First Payment Year	75%
Second Payment Year	60%
Third Payment Year	50%
Fourth Payment Year	50%
Fifth Payment Year	50%

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2021, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company's estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of

Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

6. Default Provisions.

A. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- III. Failure by the Company to comply with the IEDA contract.
- IV. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Withhold the Payments provided for under Section B.1 below.

7. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined)

shall not exceed \$225,000 (the “Maximum Payment Total”). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Story County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as set forth herein.

Each Payment shall not exceed an amount which represents the then-current Annual Percentage factored against the Incremental Property Tax Revenues available to the City with respect to the Property during twelve (12) months immediately preceding each Payment date.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2021. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2023 and continuing to, and including, June 1, 2027, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2021, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2027.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2023, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2021) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Story County Treasurer attributable to the taxable incremental valuation of the Property in the twelve (12) months immediately preceding each Payment date.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2027 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

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

The City and the 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: _____
Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

MID-STATES MATERIAL HANDLING &
FABRICATION, INC.

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Nevada, Story County, State of Iowa bearing Story County Property Tax Parcel Identification Number 1108350130.

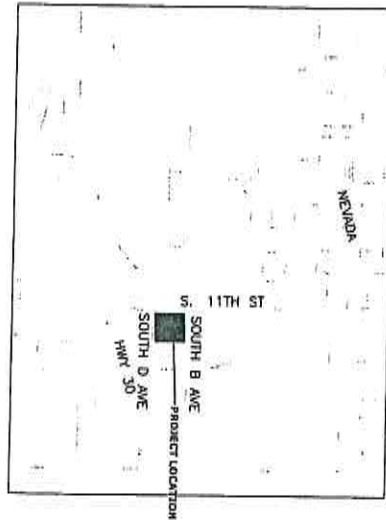
Lot 2 of Smith and Fawcett Second Subdivision

EXHIBIT B

SITE PLAN

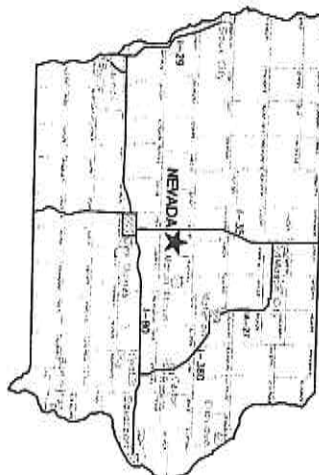
SITE DEVELOPMENT PLAN FOR MID-STATES MATERIAL HANDLING & FABRICATION

LOCATION MAP



BUILDING ADDITION
1280 SOUTH B AVE
NEVADA, IOWA

No.	Description
61.1	COVER SHEET
61.2	LEGEND / GENERAL NOTES
62.1-62.3	DETAILS
63.1-63.2	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
63.1	EXISTING CONDITIONS & REMOVALS
63.2	SITE LAYOUT & DIMENSIONING PLAN
63.2-63.3	PAVEMENT JOINTING PLAN
64.1	SITE GRADING PLAN
64.1	GRADING DETAIL VIEW
64.2-64.3	SITE UTILITY PLAN
64.2	STORM SEWER PLAN & PROFILE
64.3	WEST DRIVEWAY EXPANSION PLAN



IOWA
ONE CALL
1-800-292-8989
www.iowadot.com

GENERAL NOTE: ALL UTILITIES ARE SHOWN AS EXISTING. LOCATIONS OF UTILITIES ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. ANY CHANGES TO UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF TRANSPORTATION'S (DOT) STANDARD SPECIFICATIONS FOR HIGHWAYS, 2003 EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

ENGINEER:
FOX ENGINEERING
414 SOUTH 17TH STREET, SUITE 107
AMES, IOWA 50010
PHONE: (515) 233-0000
FAX: (515) 233-0103

FOX
Engineering

ALL CONSTRUCTION MATERIALS, STRUCTURES, AND UTILITIES SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION'S (DOT) STANDARD SPECIFICATIONS FOR HIGHWAYS, 2003 EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

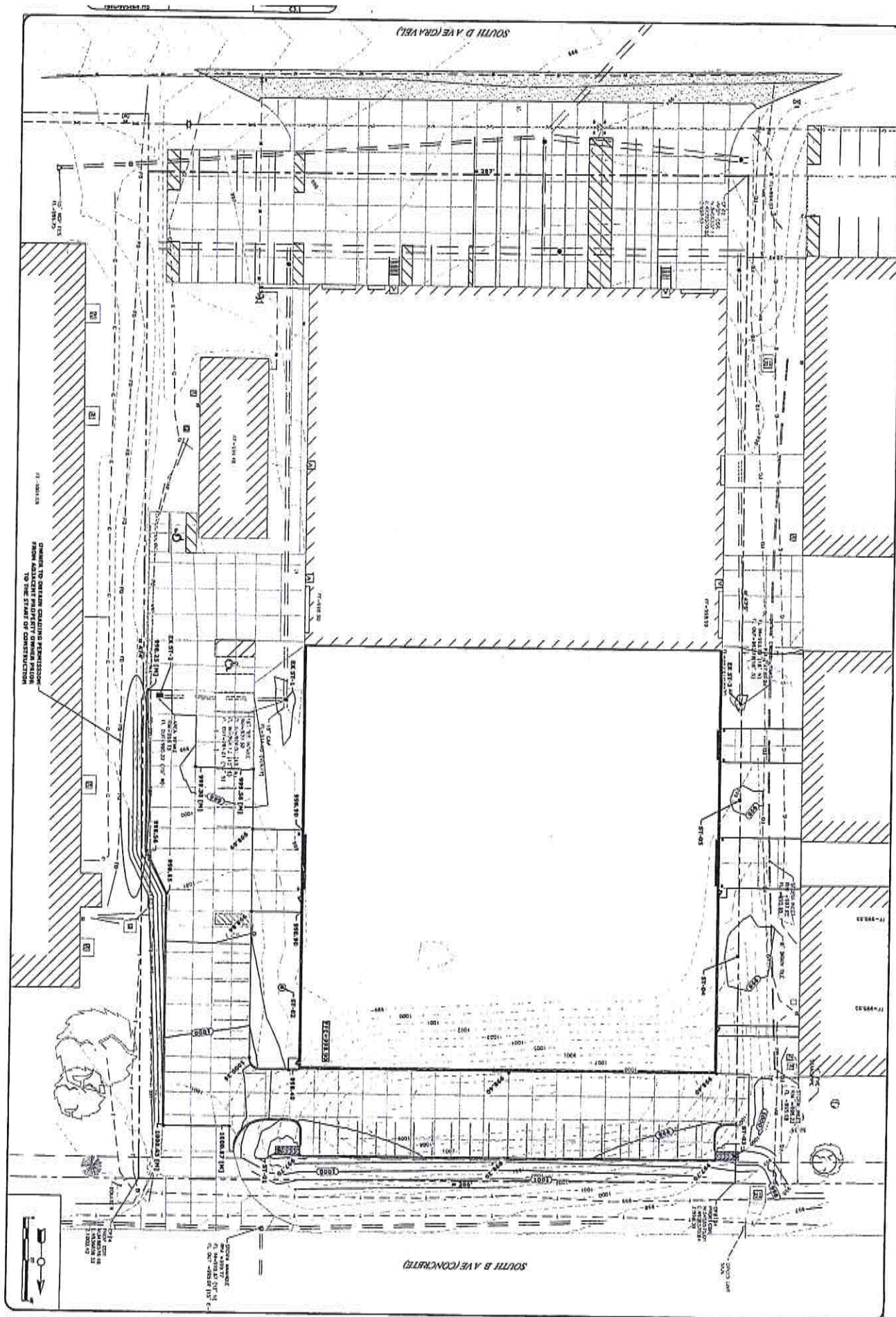
Project Name:	Mid-States Material Handling & Fabrication Building Addition
Project Location:	1280 South B Ave, Nevada, Iowa
Project Owner:	Mid-States Material Handling & Fabrication
Project Manager:	John A. Fox, P.E.
Project Engineer:	John A. Fox, P.E.
Project Designer:	John A. Fox, P.E.
Project Checker:	John A. Fox, P.E.
Project Date:	8/28/2020
Project Status:	Final
Project Notes:	See attached drawings for details.
Project Description:	Building Addition, 1280 South B Ave, Nevada, Iowa. The project includes the construction of a new building addition, including the foundation, walls, roof, and interior finishes. The project also includes the construction of a new parking lot, including the paving and drainage. The project is located on 1280 South B Ave, Nevada, Iowa.
Project Schedule:	See attached drawings for details.
Project Budget:	See attached drawings for details.
Project Risks:	See attached drawings for details.
Project Benefits:	See attached drawings for details.
Project Conclusion:	See attached drawings for details.

FOX ENGINEERING
414 SOUTH 17TH STREET, SUITE 107
AMES, IOWA 50010
PHONE: (515) 233-0000
FAX: (515) 233-0103

COVER SHEET
MID-STATES MATERIAL HANDLING & FABRICATION
BUILDING ADDITION
1280 SOUTH B AVE
NEVADA, IOWA

FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
Fax: (515) 233-0103

DATE	REVISION	BY	DATE
		DESIGNED	8/28/2020
		DRAWN	8/28/2020
		CHECKED	8/28/2020
		LAST UPD	8/28/2020



SHEET C3.1	PROJECT NO. 1780-200	SITE GRADING PLAN MID-STATES MATERIAL HANDLING & FABRICATION BUILDING ADDITION 1780 SOUTH B AVENUE NEVADA, IOWA		FOX Engineering FOX Engineering Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 FAX: (515) 233-0103	DATE	REVISION	BY	DATE
					CHECKED	DESIGNED	BY	DATE
					XXXX	XXXX	XXXX	07/10
					CHECKED			
					XXXX			
					LAST UPD			

EXHIBIT C
IEDA CONTRACT

***ECONOMIC DEVELOPMENT
ASSISTANCE CONTRACT***

BY

MID-STATES MATERIAL HANDLING AND FABRICATION, INC.,

THE CITY OF NEVADA,

AND THE

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CONTRACT NUMBER: 21-HQJP-006



Economic Development Assistance Contract

RECIPIENT:	MID-STATES MATERIAL HANDLING AND FABRICATION, INC.
COMMUNITY:	CITY OF NEVADA
CONTRACT NUMBER:	21-HQJP-006
AWARD DATE:	AUGUST 21, 2020
AWARD AMT. – TAX INCENTIVES	\$108,015

This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 1963 Bell Avenue, Suite 200, Des Moines, IA 50315, and Mid-States Material Handling and Fabrication, Inc. (Recipient), 1280 S B Avenue, Nevada, IA 50201 and the City of Nevada (Community), 1209 6th Street, Nevada, IA 50201.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

EXHIBIT B – 1
High Quality Jobs Program – Tax Credit Component

Special Conditions to Contract # 21-HQJP-006

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

"Capital Investment" means the investment spent on depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA's administrative rule 261 IAC 174.10.

"Investment Qualifying for the Tax Credit" means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project.

"Qualifying Investment" means the statutorily-required minimum investment amount that must be made and maintained by the Recipient to receive High Quality Jobs Program Tax Incentives for this Project. This amount is as stated in Section 2 of this Exhibit. Not all expenditures count toward meeting the required Qualifying Investment. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in 261 IAC 174.10.

"Economically Distressed Area" means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2: TERMS AND CONDITIONS OF THE AWARD

2.1 Award. The Recipient is awarded the following Tax Incentives through the High Quality Jobs Program, based on the minimum investment requirements described herein: \$108,015.

2.2 Minimum Investment Requirements. As a condition of receiving Tax Incentives, the Recipient shall meet the following minimum investment requirements:

- | | | |
|-----|--|--------------|
| (a) | Capital Investment. | \$ 3,169,500 |
| (b) | Qualifying Investment. | \$ 3,169,500 |
| (c) | Investment Qualifying for Tax Credits. | \$ 3,169,500 |

2.3 Additional Tax Incentives. The Recipient is eligible for additional incentives pursuant to Iowa Code section 15.326, et. seq. The following Tax Incentives, in the maximum amounts shown for each authorized incentive, are also available to the Recipient:

Authorized Incentives	Included in Award	Maximum Amt.
<i>Refund of Sales, Service, and Use Taxes.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 44,625
<i>Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Investment Tax Credit (2%)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 63,390
<i>Research Activities Credit.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Local Property Tax Exemption Provided by Community</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0

2.4 Conditions for Authorized Incentives. The Recipient is responsible to seek these additional incentives through processes described in the applicable statutes and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the incentives described in section 2.3 of this Exhibit.

(a) *Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors.* The Recipient is eligible for a refund of sales, service and use taxes paid to contractors and subcontractors as authorized in Iowa Code section 15.331A (2011 Supplement).

1. The Recipient may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient.
2. Taxes attributable to intangible property and furniture and furnishings shall not be refunded.
3. To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Recipient must:
 - i. Inform the Iowa Department of Revenue (IDR) within two weeks of the project completion.
 - ii. Make an application to IDR within one year after project completion. For purposes of claiming this refund, "project completion" means any date during the period beginning the date of Certificate of Completion is provided by the Community to the Recipient upon completion of the renovation of the building included in the Project and ending on the Project Completion Date as identified in Exhibit D..

(b) *Reserved.*

(c) *Reserved.*

(d) *Investment Tax Credit.*

1. The Recipient may claim an investment tax credit as provided in Iowa Code section 15.333. Such credit may be claimed for a portion of the Qualifying Expenditures, as defined below in subparagraph (3), directly related to Job Obligations, as described in Exhibit D, of the start-up or location, expansion, or modernization of the business under this program. The credit shall be earned when the qualifying asset is placed in service. The Recipient shall not claim more than the amount authorized for this incentive as stated above and in Article 3 of the Contract. Any credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven years or until depleted, whichever occurs first.

2. The tax credit shall be amortized equally over a five-year period as specified below:

January 1, 2020 – December 31, 2020	\$ 12,678
January 1, 2021– December 31, 2021	\$ 12,678
January 1, 2022– December 31, 2022	\$ 12,678
January 1, 2023– December 31, 2023	\$ 12,678
January 1, 2024– December 31, 2024	\$ 12,678

3. Only Qualifying Expenditures are eligible for the investment tax credit. For purposes of this benefit, "Qualifying Expenditures" means:
 - i. The purchase price of real property and any buildings and structures located on the real property.
 - ii. The cost of improvements made to real property which is used in operation of the business.
 - iii. The costs of machinery and equipment, as defined in Iowa Code section 427A.1(1) "e" and "j" purchased for use in the operation of the business and for which the purchase price may have been depreciated in accordance with GAAP.
4. If the Project includes leasing of new construction or major renovation of an existing building, the annual base rent paid to a third-party developer by Recipient must be for a period equal to the term of the lease agreement but cannot exceed the maximum term of the agreement, provided the cumulative cost of the base rent payments for that period does not exceed the cost of the land or the third-party developer's costs to build or renovate the building for the Recipient. Limitations to annual base rent shall only be considered when the Project includes the construction of a new building or the major renovation of an existing building. The Recipient shall enter into a lease agreement with the third-party developer for a minimum of five years.

(e) *Reserved.*

(f) *Reserved.*

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

3.1 Job Obligations. By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

3.2 Wage Obligations. The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For Projects in Economically Distressed Areas or at a designated Grayfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.

(b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.

(c) For all other Projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

3.3 Provide Sufficient Benefits. The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

SECTION 4: ADDITIONAL DEFAULT PROVISIONS

In addition to the default provisions included in Article 9 of the Contract, the following default provisions shall apply:

4.1 Repayment of Tax Incentives Received - High Quality Jobs Program. IDR is the state agency responsible for collecting the value of any Tax Incentives received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax incentives received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include interest assessed by IDR. Those circumstances are as follows:

(a) Failure to Meet Job Obligations by Project Completion Date. If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, the repayment amount shall be the same proportion as the amount of the shortfall in created jobs. For example, if the business creates 50 percent of the jobs required, the business shall repay 50 percent of the incentives received. For Modernization Projects, Recipient shall maintain the Base Employment Level. Any job loss

may result in a proportional reduction or repayment of incentives received.

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

(b) Job shortfall at Maintenance Period Completion Date. If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional percentage of the Tax Incentives it has received. The amount to be repaid will be calculated as described in subsection (a) above.

(c) Qualifying Investment. If the Business does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, the repayment amount shall be the same proportion as the amount of the shortfall in required Qualifying Investment. For example, if the business meets 75 percent of the amount of required capital investment, the business shall repay 25 percent of the amount of the incentives received.

(d) Less than Total Project Cost at Project Completion Date. If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Incentives received.

For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the value of the Tax Incentives received, plus any interest assessed by IDR, must be repaid.

(e) Repayment Amount If Shortfall in Job Obligations, Qualifying Investment and/or Less Than Total Project Cost. If the Recipient experiences a shortfall in two or more of its requirements related to Job Obligations, Qualifying Investment, or the Total Project Cost, IEDA will calculate the percentage owed for the Recipient's failure to meet each of the requirements. The higher of these amounts shall be the amount Recipient shall repay to IDR.

(f) Selling, Disposing, or Razing of Property. If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts, plus any interest assessed by IDR:

1. 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.
2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.
3. 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.
4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.
5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

- End of Exhibit B - 1 -

**DESCRIPTION OF THE PROJECT AND AWARD BUDGET
(EXHIBIT C)**

Name of Recipient: Mid-States Materials Handling & Fabrication, Inc.
 Name of Community: City of Nevada
 Contract Number: 21-HQJP-006

PROJECT DESCRIPTION

Mid-States Materials Handling & Fabrication, Inc. will expand the current facility by 40,000 s.f. The company will also acquire state-of-the-art fabrication equipment.

AWARD BUDGET

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs HQJP Tax Credit Business	 \$3,169,500	¹ See Below Internal Financing	*Land Acquisition *Site Preparation *Building Acquisition *Building Construction *Building Remodeling Lease Payments *Mfg Machinery and Equipment *Other Machinery and Equipment Racking, Shelving, etc. *Computer Hardware Computer Software *Furniture and Fixtures Working Capital Research and Development Job Training *included as capital investment if awarded tax credit program	 \$1,487,500 \$1,669,500 \$12,500
Total	\$		Total	\$3,169,500

¹\$108,015 estimated benefit value

OTHER FUNDING

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF Rebate			
Tax Abatement	\$225,000	5 year	YES
260E Job Training			
In-Kind Contributions			
RISE			
RED			
Other			

EXHIBIT D – JOB OBLIGATIONS

Recipient: Mid-States Material Handling & Fabrication, Inc.
Community: City of Nevada
Contract Number: 21-HQJP-006

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS		Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date:	August 31, 2023			
Maintenance Period Completion Date:	August 31, 2025			
Total employment at project location		28	9	37
Average wage of total employment at project location		\$24.84		
Qualifying Laborshed Wage threshold requirement (per hr)		\$27.07 (120%)		
Number of jobs at or above qualifying wage		7	1	8
Average Wage of jobs at or above qualifying wage		\$40.59		

Notes re: Job Obligations

- When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
- Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider “Full-time Equivalent (FTE) Job” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

- ☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$3,000 for single coverage or \$6,000 for family coverage.

EXHIBIT D

**ANNUAL TIF WORKSHEET
COMPANY'S ESTIMATE**

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$ _____.
- (3) Base Taxable Valuation of Property:
\$ _____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$ _____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ _____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ _____ x \$ _____ / 1000 = \$ _____ (the "TIF Estimate")
- (7) TIF Estimate (\$ _____ x Annual Percentage = Annual Percentage Estimate (\$ _____)).

Fiscal Year of City	Annual Percentage
First Payment Year	75%
Second Payment Year	60%
Third Payment Year	50%
Fourth Payment Year	50%
Fifth Payment Year	50%

- (8) Subtract anticipated property tax credits from the Annual Percentage Estimate = \$ _____ (the "Company's Estimate")

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY, ss.

I, Kim Fowler, on oath depose and say that I am the Director of
Sales of NEVADA JOURNAL, a weekly newspaper, published at ;
Ames, Story County, Iowa that the annexed printed:

CITY OF NEVADA
PH, South Glenn Ave Dev Agreement

was published in said newspaper 1 time(s) on

October 01, 2020

the last day of said publication being the
1st day of October, 2020

Kim Fowler

Kimberly Nelsen



KIMBERLY NELSEN
Commission Number 790054
My Commission Expires May 19, 2021

sworn to before me and subscribed in my presence by Kim Fowler,
Director of Sales, this the 1st day of October, 2020

FEE: \$40.25
AD #: 0001367345
ACCT: 37490

#1367345
**NOTICE OF MEETING FOR
APPROVAL OF DEVELOPMENT
AGREEMENT WITH SOUTH GLEN,
LLC AND AUTHORIZATION OF
ANNUAL APPROPRIATION
TAX INCREMENT PAYMENTS**

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Council Chambers, on October 12, 2020, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and South Glen, LLC (the "Developer"), in connection with the construction of public infrastructure necessary for the development of a residential subdivision in the Nevada Urban Renewal Area, which Agreement provides for certain financial incentives to the Developer in the form of annual appropriation incremental property tax payments in a total amount not exceeding \$1,500,000, as authorized by Section 403.9 of the Code of Iowa.

The agreement to make annual appropriation incremental property tax payments to the Developer will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Nevada Urban Renewal Area. Some or all of the payments to the Developer under the Development Agreement will be subject to annual appropriation by the City Council.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via Zoom, which will be accessible at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZhc2ZlQl9ML0ZOeEIOdz09>

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

In addition to electronic access, written comments may be filed or made prior to the meeting and will be recorded in the minutes.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Nevada, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Kerlin Wright City Clerk

Published in the Nevada Journal
on October 1, 2020 (1T)

RESOLUTION NO. 037 (2020/2021)

Resolution Approving Development Agreement with South Glen, LLC,
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 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 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 South Glen, LLC (the "Developer") has been prepared in connection with the construction of public infrastructure necessary for the development of a residential subdivision in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to the Developer in a total amount not exceeding \$1,500,000; 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 October 12, 2020, 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 housing opportunities, 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 the Developer.

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, and such officers 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 a subfund (the "South Glen, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

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

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 83 North, Range 22 West of the 5th P.M., City of Nevada, Story County, Iowa, being more particularly described as follows: Beginning at a point on the north line of said Southeast Quarter which is 60.00 feet West of the East Quarter Corner of said Section 18; thence S00°10'58"E, 744.37 feet along the west right of way line of S. 11th Street; thence S89°49'02"W, 75.00 feet; thence S00°10'58"E, 184.17 feet; thence N61°42'19"W, 173.40 feet; thence N57°57'33"W, 60.00 feet; thence N32°02'27"E, 49.87 feet; thence northeasterly 8.43 feet along a curve having a radius of 270.00 feet, concave westerly, a central angle of 1°47'20" and being subtended by a chord which bears N31°08'47"E, 8.43 feet; thence N69°44'52"W, 141.38 feet; thence N42°10'35"E, 52.78 feet; thence N00°52'53"E, 365.40 feet; thence N89°07'07"W, 125.00 feet; thence S00°52'53"W, 3.00 feet; thence N89°08'30"W, 183.95 feet; thence S00°14'23"W, 59.16 feet; thence N71°12'25"W, 125.00 feet; thence S18°34'12"W, 54.50 feet; thence N71°25'48"W, 60.00 feet; thence N74°10'38"W, 200.78 feet; thence N00°31'26"E, 316.30 feet; thence S89°28'34"E, 1028.45 feet to the point of beginning, containing 11.76 acres.

Section 5. The City hereby pledges to the payment of the Agreement the South Glen, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the South Glen, LLC Subfund 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 South Glen, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County 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 October 12, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk



October 7, 2020

VIA EMAIL

Jordan Cook
City Administrator/City Hall
Nevada, IA

Re: South Glen, LLC Development Agreement
File No. 420131-97

Dear Jordan:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with South Glen, LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos, Severie Ormgard, or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Kerin Wright

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and South Glen, LLC (the "Developer") as of the ____ day of _____, 2020 (the "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 Developer owns certain property in the Urban Renewal Area, the legal description of which is set out in Exhibit A hereto (the "Property"), and the Developer has proposed to undertake the development of a residential subdivision (the "Housing Project") on the Property, including the construction of certain public infrastructure improvements in connection therewith (the "Infrastructure Project"); and

WHEREAS, the Developer has requested that the City provide tax increment financing assistance for the Infrastructure Project; and

WHEREAS, the City Council is willing to provide tax increment financing assistance to the Developer in order to assist in paying the cost of the Infrastructure Project; and

WHEREAS, the Iowa Urban Renewal law requires that any project related to housing which receives tax increment financing assistance must also generate funds to be used to provide assistance related to housing for low and moderate income families; and

WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa is \$46,100 (the "Base Valuation"); and

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants:

1. Housing Project, Subdivision, and Infrastructure Project Construction.

The Developer agrees to construct the Housing Project on the Property in accordance with the detailed site plan previously approved by the City Council and set forth on Exhibit B hereto. Prior to beginning construction of the Housing Project, the Developer will subdivide the Property in accordance with applicable ordinances and regulations.

2. **Infrastructure Project Construction and Costs.** The Developer agrees to cause the construction of the Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Infrastructure Project, the Developer will submit copies of all engineering documents related to the proposed Infrastructure Project to the City. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the Infrastructure Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Infrastructure Project is not completed to the satisfaction of the City.

Upon completion of the Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City in connection with housing development projects; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Infrastructure Project in accordance with State law, the Developer will provide the City with either a deed, dedication or permanent easement to the improvements and related right-of-way comprising the Infrastructure Project, as the case may be, which shall thereafter be maintained by the City.

3. **Infrastructure Project Costs Documentation.** Upon completion of the Infrastructure Project, the Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Infrastructure Costs") incurred in the completion thereof. Such Infrastructure Costs may include all infrastructure-related land acquisition costs, cost of designing and constructing the Infrastructure Project, landscaping and grading all land for the Infrastructure Project, interest expense and other costs of financing the Infrastructure Project, and other reasonably related costs of carrying out the Infrastructure Project, including legal fees as provided for in this Agreement. The Infrastructure Costs shall not include such costs as are incurred in the completion of the Housing Project.

The Costs Documentation will be accompanied by invoices, and such other documentation as is reasonably requested by the City, confirming that the Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the installation of the Infrastructure Project and that such costs are of an amount reasonably to have been expected with respect to such installation. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

4. **Property Tax Abatement.** The Developer acknowledges that the lots comprising the Property are eligible for tax abatement under the City's urban revitalization plan adopted pursuant to Chapter 404 of the Code of Iowa. It is anticipated that construction of the first house being constructed as part of the Housing Project on the Property will be completed by December 31, 2021, and the owner of such house will apply for property tax abatement for the period beginning July 1, 2023 and continuing to and including June 30, 2026. Accordingly, Incremental Property Tax Revenues (as hereinafter defined) will not be available to make any Payments under Section B.2 of this Agreement until the City's 2026-2027 fiscal year.

5. Developer's Certifications - TIF Estimates. The Developer agrees to certify to the City by no later than October 15 of each year during the Term (as hereinafter defined) beginning October 15, 2025, the estimated amount of Incremental Property Tax Revenues anticipated to be paid with respect to the taxable incremental property valuation for the Property in the fiscal year immediately following such certification (the "Developer's Estimate"). Each Developer's Estimate shall then be divided into two figures: (1) 46.98% shall be designated as the "LMI Amount" (see Section B.5 below); and (2) 53.02% shall be designated as the "Projected Payments Amount."

In submitting each such Developer's Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit E. For purposes of this Agreement, Incremental Property Tax Revenues are determined by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the worksheet required under this Section A.5.

6. Park Land Dedication. The Developer agrees to dedicate park land and/or make payment in lieu of dedicating park land to the City in compliance with the City's Public Improvements and Infrastructure Ordinance (Ordinance Number 166.15 in the City's Code of Ordinances.)

7. Default Provisions.

A. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- 1) Failure by the Developer to complete construction of the Housing Project pursuant to the terms and conditions of this Agreement.
- 2) Failure by the Developer to complete construction of the Infrastructure Project pursuant to the terms and conditions of this Agreement.
- 3) Failure by the Developer to comply with Sections A.3, A.5 and A.6 of this Agreement.
- 4) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible beyond said thirty (30) day deadline if not practicable to cure the default within said thirty (30) day deadline. If the Developer fails to cure the default or provide assurances, City shall then have the right to:

- 1) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- 2) Withhold the Payments under Section B.2 of this Agreement, such right being additional to the right of annual appropriation as set forth in Section B.3 below.

8. Legal and Administrative Costs. The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth, in order to recover some or all of the Actual Admin Costs.

B. City's Covenants:

1. Review of Costs Documentation. The City staff will review the Cost Documentation upon receipt from the Developer. If the City determines the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Infrastructure Project, the City shall record a summary of the date, amount and nature of the costs (the "Accepted Infrastructure Costs") on the Summary of Accepted Public Infrastructure Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Infrastructure Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.2 of this Agreement.

If the City determines the Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Infrastructure Project, the City shall notify the Developer of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

2. Payments. In recognition of the Developer's obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the "Payments" and individually, each a "Payment") to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however, that the total Payments over said Term shall not exceed an amount (the "Maximum Payment Total") equal to the lesser of (i) \$1,500,000; or (ii) the Accepted Infrastructure Costs, as recorded on Exhibit F, and all Payments under the Agreement shall be made subject to annual appropriation by the City Council as hereinafter set forth.

Each Payment shall be in an amount which represents the Incremental Property Tax Revenues received by the City with respect to the incremental valuation of the Property resulting

from the Housing Project during the six (6) months immediately preceding such payment date reduced by the LMI Amount as set forth in Section A.4 above and Section B.5 below.

It is assumed that the new valuation from the Housing Project will go on the property tax rolls as of January 1, 2025. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2026 and continuing to, and including, June 1, 2036, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. **Security and Annual Appropriation.** The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Story County Treasurer which are attributable to the Property with the Housing Project thereon.

The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in the 2025 calendar year, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Projected Payments Amount (the "Appropriated Amount").

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2036.

4. **Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2026 and on June 1, 2027, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2025). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Story County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding the extant Payment due date minus the then-effective LMI Amount.

5. **Low and Moderate Income Set Aside.** On each Payment date, the City shall retain from then-accumulated Incremental Property Tax Revenues received with respect to the Property an amount equal to such accumulated Incremental Property Tax Revenues multiplied by the minimum percentage required by Section 403.22 of the Code of Iowa. As of the date of this Agreement, the applicable minimum percentage is 46.98%.

The funds retained shall be used by the City in the provision of assistance to low and moderate income families, pursuant to Section 403.22 of the Code of Iowa. The Developer may apply to the City for all or a portion of the funds set aside for assistance to low and moderate income families, provided the Developer can document to the satisfaction of the City that housing units which are located on the Property are occupied or reserved to be occupied by families which meet the required income limits of state law. The City reserves the right to allocate funds retained under this Section B.5 in any lawful manner of its choosing.

6. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor (for purposes of Section 403.19 of the Code of Iowa) an amount equal to the most recently obligated Appropriated Amount for the funding of the Payment, plus the corresponding LMI Amount, due in the next succeeding fiscal year.

C. **Administrative Provisions:**

1. **Assignment.** This Agreement may not be amended or assigned by either party without the prior written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the economic development tax increment payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken in connection with the Housing Project and/or the Infrastructure Project, without further action on the part of the City.

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the last Payment is made by the City to the Developer under Section B.2 above.

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

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

CITY OF NEVADA, IOWA

By: _____
Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

SOUTH GLEN, LLC

By: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 83 North, Range 22 West of the 5th P.M., City of Nevada, Story County, Iowa, being more particularly described as follows: Beginning at a point on the north line of said Southeast Quarter which is 60.00 feet West of the East Quarter Corner of said Section 18; thence S00°10'58"E, 744.37 feet along the west right of way line of S. 11th Street; thence S89°49'02"W, 75.00 feet; thence S00°10'58"E, 184.17 feet; thence N61°42'19"W, 173.40 feet; thence N57°57'33"W, 60.00 feet; thence N32°02'27"E, 49.87 feet; thence northeasterly 8.43 feet along a curve having a radius of 270.00 feet, concave westerly, a central angle of 1°47'20" and being subtended by a chord which bears N31°08'47"E, 8.43 feet; thence N69°44'52"W, 141.38 feet; thence N42°10'35"E, 52.78 feet; thence N00°52'53"E, 365.40 feet; thence N89°07'07"W, 125.00 feet; thence S00°52'53"W, 3.00 feet; thence N89°08'30"W, 183.95 feet; thence S00°14'23"W, 59.16 feet; thence N71°12'25"W, 125.00 feet; thence S18°34'12"W, 54.50 feet; thence N71°25'48"W, 60.00 feet; thence N74°10'38"W, 200.78 feet; thence N00°31'26"E, 316.30 feet; thence S89°28'34"E, 1028.45 feet to the point of beginning, containing 11.76 acres.

EXHIBIT B
SITE PLAN FOR HOUSING PROJECT

Barred Overstays—Increased Penalties for the Electronic Quarantine, initiated by East African Powers, in East Africa. The new regulations, which will be implemented in 2011, will require all visitors to the region to obtain a visa in advance of their arrival. The new regulations will also require all visitors to the region to obtain a visa in advance of their arrival. The new regulations will also require all visitors to the region to obtain a visa in advance of their arrival.

1. USAID is the lead agency for the CTR of services for public child study.
2. Quana, a T.C. college based and administered by the Government's administration.
3. United Nations Children's Fund (UNICEF) is the lead agency for the CTR of services for public child study.
4. United Nations Children's Fund (UNICEF) is the lead agency for the CTR of services for public child study.
5. United Nations Children's Fund (UNICEF) is the lead agency for the CTR of services for public child study.
6. United Nations Children's Fund (UNICEF) is the lead agency for the CTR of services for public child study.
7. United Nations Children's Fund (UNICEF) is the lead agency for the CTR of services for public child study.
8. United Nations Children's Fund (UNICEF) is the lead agency for the CTR of services for public child study.
9. United Nations Children's Fund (UNICEF) is the lead agency for the CTR of services for public child study.
10. United Nations Children's Fund (UNICEF) is the lead agency for the CTR of services for public child study.

David Dennis, RJ (Inter-Faith Relations)
 Building Services
 Port 25
 Suite 15-27 (near to building 6 wing)
 Tel: 0115 951 2222



any activity and the last working moment was reported by me to my direct superior, supervisor, and that I am a full-blown Professional and further under the Act of the State of

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

2014-2015					
Unit/Office	Male	Female	Male	Female	Grand
21	202.00	17.11	17.47	22.22	259.80
22	202.00	10.11	11.29	17.29	241.69

[illegible]

FINAL PLAT
SOUTH GLEN SUBDIVISION
A SUBDIVISION OF PART OF THE NEELIN, 2E1/4
EC. 15-43-22, CITY OF NEVADA, STORY COUNTY, IOWA
JOB# 5056-274 DATE: 5/26/23 PAGE 5 OF 1

EXHIBIT C
TIMELINE AND SPECIFICATIONS FOR INFRASTRUCTURE PROJECT

South Glen - 1st Addition
Nevada, IA



OPINION OF PROBABLE CONSTRUCTION COSTS
5/8/20

FOX PN: 5456-17A

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE OF COST	
				ESTIMATED UNIT COST	TOTAL
Division 1	General				
1.1	Temporary Traffic Control	LS	1	\$ 4,000.00	\$ 4,000.00
Division 2	Earthwork				
2.1	Excavation and Embankment	CY	63,353	\$ 3.75	\$ 237,573.75
2.2	Subgrade Preparation	SY	7,665	\$ 2.75	\$ 21,078.75
2.3	Modified Subbase, 6"	SY	7,665	\$ 5.00	\$ 38,325.00
2.4	Subgrade Treatment, Geogrid (Type 1)	SY	7,665	\$ 3.00	\$ 22,995.00
2.5	Curb Backfill	LF	3,955	\$ 1.50	\$ 5,932.50
Division 4	Sewers and Drains				
4.1	Sanitary Sewer Gravity Main, Trenched, 10"	LF	2,015	\$ 60.00	\$ 120,900.00
4.2	Sanitary Sewer with Casing Pipe, Trenchless, PVC, 10"	LF	64	\$ 600.00	\$ 38,400.00
4.3	Sanitary Sewer Service Stub, 4"	EA	26	\$ 1,800.00	\$ 46,800.00
4.4	Sanitary Sewer Cleanout (SW-203)	EA	1	\$ 1,200.00	\$ 1,200.00
4.5	Footing Drain Collector, Case F, Type 2, 8"	LF	520	\$ 22.00	\$ 11,440.00
4.6	Footing Drain Cleanout, 8"	EA	2	\$ 500.00	\$ 1,000.00
4.7	Subdrain, Case A, Type 1, 6"	LF	2,040	\$ 16.00	\$ 32,640.00
4.8	Subdrain Cleanout, 6"	EA	5	\$ 500.00	\$ 2,500.00
4.9	Sump Service Stub, 1.5"	EA	26	\$ 1,000.00	\$ 26,000.00
4.10	Storm Sewer, Trenched, Ductile Iron Pipe, 16"	LF	24	\$ 75.00	\$ 1,800.00
4.11	Storm Sewer, Trenched, RCP Class III, 15"	LF	463	\$ 40.00	\$ 18,520.00
4.12	Storm Sewer, Trenched, RCP Class III, 18"	LF	670	\$ 45.00	\$ 30,150.00
4.13	Storm Sewer, Trenched, RCP Class III, 24"	LF	660	\$ 50.00	\$ 33,000.00
4.14	Storm Sewer, Trenched, RCP Class III, 30"	LF	212	\$ 65.00	\$ 13,780.00
4.15	Pipe Apron, RCP, 18"	EA	3	\$ 2,800.00	\$ 8,400.00
4.16	Pipe Apron, RCP, 24"	EA	3	\$ 3,200.00	\$ 9,600.00
4.17	Pipe Apron, RCP, 30"	EA	1	\$ 3,600.00	\$ 3,600.00
Division 5	Water Mains and Appurtenances				
5.1	Water Main, Trenched, 8"	LF	0	\$ 30.00	\$ -
5.2	Fitting, M.J. Bend, 8"	EA	0	\$ 400.00	\$ -
5.3	Fitting, M.J. Tee, 8"	EA	0	\$ 600.00	\$ -
5.4	Water Service Stub, 1"	EA	0	\$ 1,500.00	\$ -
5.5	Valve, M.J. Gate, 8"	EA	0	\$ 1,500.00	\$ -
5.6	Fire Hydrant Assembly (includes 8"x8"x6" M.J. Tee, 6" M.J. Gate Valve, 6" Pipe, and Hydrant)	EA	0	\$ 4,800.00	\$ -
Division 6	Structures for Sanitary and Storm Sewers				
6.1	Sanitary Manhole, SW-301, 48"	EA	8	\$ 4,800.00	\$ 38,400.00
6.2	Storm Manhole, SW-401, 48"	EA	2	\$ 3,300.00	\$ 6,600.00
6.3	Storm Manhole, SW-401, 60"	EA	2	\$ 3,600.00	\$ 7,200.00
6.4	Single Grate Intake, SW-501	EA	10	\$ 2,600.00	\$ 26,000.00
6.5	Single Grate Intake, with Manhole SW-503	EA	7	\$ 3,800.00	\$ 26,600.00
6.6	Double Grate Intake, SW-505	EA	1	\$ 4,200.00	\$ 4,200.00
6.7	Open-Sided Area Intake, SW-513	EA	1	\$ 4,800.00	\$ 4,800.00
Division 7	Streets and Related Work				
7.1	Pavement, PCC, 7"	SY	6,789	\$ 42.00	\$ 285,138.00
7.2	Sidewalk Pavement, PCC, 4"	SY	244	\$ 45.00	\$ 10,980.00
7.3	Pedestrian Ramps, PCC, 6"	SY	96	\$ 75.00	\$ 7,200.00
7.4	Detectable Warning Panels	SF	135	\$ 30.00	\$ 4,050.00
Division 9	Site Work and Landscaping				
9.1	Seeding (Type 4), Urban Temporary Erosion Control Mix	AC	18	\$ 2,000.00	\$ 36,000.00
9.2	Inlet or Outlet Protection	EA	26	\$ 100.00	\$ 2,600.00
9.3	Silt Fence	LF	3,200	\$ 3.00	\$ 9,600.00
9.4	Stabilized Construction Entrance	EA	1	\$ 1,500.00	\$ 1,500.00
9.5	Rip Rap, Class D	TON	30	\$ 60.00	\$ 1,800.00
9.6	Turf Reinforcement Mats, Type 4	SQ	2.3	\$ 2,500.00	\$ 5,750.00
				Total \$	1,208,053.00

Prepared by FOX Engineering & Associates, Inc.
414 S. 17th Street
Ames, Iowa 50010

EXHIBIT D

Index of Invoices/Statements Attached to substantive request:

[illegible]

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Infrastructure Project.

SOUTH GLEN, LLC

By: _____

Title: _____

Reviewed and accepted by the City of Nevada, Iowa this _____ day of _____, 20__.

By: _____
City Administrator

EXHIBIT E
DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (determined as of January 1, 2020):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000=\$_____ (the "TIF Estimate")
- (7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =
\$_____ (the "Available TIF Estimate")
- (8) Developer's Estimate = \$_____ (Available TIF Estimate)
- x .5302 = \$_____ (Projected Payments Amount)
- x .4698 = \$_____ (Estimated LMI Amount)

EXHIBIT F
SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City

NEVADA CITY COUNCIL - MONDAY, SEPTEMBER 28, 2020 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 Brett Barker, convened the meeting at 6:00 p.m. on Monday, September 28, 2020, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law. Due to COVID-19 the meeting was also available via Zoom:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZhc2ZlQ9ML0ZOeEI0dz09>

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

Webinar ID: 879 6173 3099 Password: 287321

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Brian Hanson, Jason Sampson, Dane Nealson, Sandy Ehrig, Luke Spence, Barb Mittman. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Larry Stevens, Kerin Wright, Ric Martinez, Jeremy Rydl, Tim Hansen, Shawn Cole and Ray Reynolds.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

- A. Public Hearing – State Revolving Fund (SRF) Loan Application for the Wastewater Treatment Facility, Review and Environmental Assessment

At 6:01 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **August 27, 2020**. The public hearing is **a review of the City's State Revolving Fund Loan and allow the public the contents of an environmental information related to the proposed improvements to the City of Nevada Wastewater Treatment Plant.**

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

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

Motion by Brian Hanson, seconded by Dane Nealson, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on September 14, 2020
B. Approve Payment of Cash Disbursements, including Check Numbers 74441-74476 and Electronic Numbers 835-842 (Inclusive) Totaling \$1,323,756.90 (See attached list)

- C. Approve Financial Reports for Month of August, 2020
- D. Resolution No. 025 (2020/2021): A Resolution approving the Annual FY2019/2020 Street Finance Report and authorize submittal to the Iowa Department of Transportation
- E. Schedule Public Hearing for Fiscal Year 2020/2021 Budget Amendment, #1, October 12, 2020 and Authorize Publication on October 1, 2020

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

6. PUBLIC FORUM

- A. Mayor Barker Proclaimed the Month of October as Watershed Awareness

7. OLD BUSINESS

- A. Ordinance No. 1013 (2020/2021): An Ordinance adopting the Urban Revitalization Plan, second reading

Motion by Luke Spence, seconded by Sandy Ehrig, to **approve Ordinance No. 1013 (2020/2021), second reading.** After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 026 (2020/2021): A Resolution Finally Adopting the Plan Amendment for the Nevada Urban Revitalization Area

Motion by Barb Mittman, seconded by Dane Nealson, to **adopt Resolution No. 026 (2020/2021).** After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

- C. Ordinance No. 1014 (2020/2021): An Ordinance Amending Original Ordinance Designating an Area of Nevada, Iowa as the Nevada Urban Revitalization Area, first reading

Motion by Brian Hanson, seconded by Sandy Ehrig, to **approve Ordinance No. 1014 (2020/2021).** After due consideration and discussion the roll was called. Aye: Hanson, Ehrig, Mittman, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

- D. Resolution No. 027 (2020/2021): A Resolution to approve final plat for 6th Street Industrial Park, 1st Addition

Motion by Luke Spence, seconded by Dane Nealson, to **adopt Resolution No. 027 (2020/2021).** After due consideration and discussion the roll was called. Aye: Spence, Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- E. Approve Change Order No. 2 for the Central Business District Infrastructure Project from Con-Struct, Inc, in the amount of \$8,916.60

Motion by Dane Nealson, seconded by Jason Sampson, to **approve Change Order No. 2 for the Central Business District Infrastructure Project from Con-Struct, Inc., in the amount of \$8,916.60.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

F. Opening of Public Facilities

There was no vote of the council regarding this item.

G. Discussion and Appropriate Follow-up on 30-day Review of previous Resolution No. 047C, Revised (2020/2021): A Resolution taking Appropriate Emergency Measures during the COVID-19 Pandemic

No changes were made to the Resolution.

8. NEW BUSINESS

A. Resolution No. 028 (2020/2021): A Resolution to Fix a Date of Meeting at Which it is Proposed to Approve a Development Agreement with South Glen, LLC, including Annual Appropriation Tax Increment Payments

Motion by Barb Mittman, seconded by Luke Spence, to **adopt Resolution No. 028 (2020/2021).** After due consideration and discussion the roll was called. Aye: Mittman, Spence, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

B. Resolution No. 029 (2020/2021): A Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Mid-States Material Handling & Fabrication, Inc., Including Annual Appropriation Tax Increment Payments

Motion by Brian Hanson, seconded by Sandy Ehrig, to **adopt Resolution No. 029 (2020/2021).** After due consideration and discussion the roll was called. Aye: Hanson, Ehrig, Mittman, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

C. Resolution No. 030 (2020/2021): A Resolution to Fix a Date of Meeting at Which it is Proposed to Approve a Development Agreement with On Track Construction, LLC, Including Annual Appropriation Tax Increment Payments

Motion by Dane Nealson, seconded by Luke Spence, to **adopt Resolution No. 030 (2020/2021).** After due consideration and discussion the roll was called. Aye: Nealson, Spence, Ehrig, Hanson, Mittman, Sampson. Nay: None. The Mayor declared the motion carried.

D. Resolution No. 031 (2020/2021): A Resolution to Amend Resolution No. 018 (2020/2021) Authorizing the Request for Reimbursement of Eligible Covid-19 Related Expenses from the State of Iowa

Motion by Barb Mittman, seconded by Luke Spence, to **adopt Resolution No. 031 (2020/2021).** After due consideration and discussion the roll was called. Aye: Mittman,

Spence, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

9. REPORTS: (CA/Mayor/Council/Staff)

City Administrator discussed the businesses located along Lincoln Highway that are vacant and how it is difficult to prove abandonment.

Mayor Barker was encouraged by the proposed development agreements that are being planned. He updated the council on the website proposals and process. Main Street ribbon cutting will be held on October 3rd with an introduction of Jordan to the public.

Council Member Nealson relayed the Run Country Fest & 5K is Sunday, October 4th. The run will begin at Billy Sunday Field and held on Nevada's trail system. The music begins approximately at 2:15 p.m.

Director of Fire/EMS Reynolds updated the council on the fire hydrants and hose testing. They will be switching over to 5" hose through capital purchases. They have received the HP Truck and are in the process of switching it out. He has been asked to see new technology that is happening with green energy.

Planning and Zoning Administrator Cole advised council of the Flood Plain Ordinance P&Z will be looking at because of the new FEMA/DNR requirements. P&Z will be looking at the final plats for West F and South Glen as well. He updated them on the downtown project.

Park and Rec Director Hansen reported that SCORE has been reseeded and the baseball field should be ready for final inspection soon. Staff will be spraying the parks and public grounds in the coming weeks.

Public Safety Director relayed a second officer has resigned. They will begin the hiring process.

City Engineer Stevens updated the council on the subdivisions, downtown project and Verbio. Bids for the first phase of the Wastewater Treatment Plant Project will be held next week.

City Clerk Wright advised the FY2021/2022 Budget timeline has been distributed and the process has begun. She will be filing the second request for State Covid reimbursement by October 9th.

10. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 7:08 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR OCTOBER 12, 2020 MEETING
09/29/20 THRU 10/10/20

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 09292020 PMT	152.72	843
ALLIANT	ALL-UTILITY	2,808.04	74479
VAN WALL	WWT-MOWER BLADE	57.60	74480
WINDSTREAM	ALL-PHONE SVCS	2,008.03	74481
MEDIACOM	ALL-INTERNET SVC	326.90	74482
AMAZON	POOL/PKM/PAK/PD-SUPPLIES	513.75	74483
TREASURER STATE OF IA	SALES TAX 09/16-30/2020	184.56	844
WELLMARK	HEALTH 10/2020	20,446.03	74477
DELTA DENTAL	DENTAL 10/2020	1,651.08	74478
EFTPS	FED/FICA TAX	28,154.95	845
ICMA	DEFERRED COMP	845.00	74498
COLLECTION SERVICES CTR	CHILD SUPPORT	305.71	74499
GREAT WESTERN	HSA	253.08	74500
BIG 8 TYRE	PKM/WTR/-GARDEN TIRES OIL CHANGE	155.11	74501
BROWN SUPPLY	STS/WTR-RISERS/CURB BOX RODS	271.60	74502
FAREWAY	CA-EMPLOYEE TAILGATE	24.66	74503
ALLIANT	ALL-UTILITIES	45,058.04	74505
NEVADA LUMBER CO	PKM/WWT-LUMBER/GRAVEL	69.42	74506
PRATT SANI	ALL-GARBAGE SVC	731.00	74507
AMES LOCK & SECURITY	PKM-LOCK	744.90	74508
CAPITAL SANITARY	PKM-SUPPLIES	85.17	74509
ARNOLD MOTOR SUPPLY	WWT/STS-OIL/FILTERS	139.82	74510
ELECTRIC WHOLESALE	WWT-FUSES	83.20	74511
HACH CO	WTR-CHEMICALS	843.55	74512
IA STATE READY MIX	STS-CONCRETE/BACKFILL	1,606.96	74513
LOWE'S	STS-QUICKCRETE	44.23	74514
STORY CO TREAS	WWTF PROJ-FLOOD PLAIN PERMIT	75.00	74515
STORY CO TREAS	PD/WTR/WWT-2ND QUARTER PAYMENT	10,383.95	74516
HANSEN, TIM	PKA-REIMB	10.79	74517
IA DNR	WTR-USE FEE 2021	95.00	74518
STORY CO MEDICAL CTR	PD/CA-CELENTANO HEP B/BARKER	569.00	74519
NORTHLAND PRODUCTS	STS-BULK OIL	1,072.50	74520
BORDER STATES	FD/CH-CORD REEL/BULBS	356.36	74521
MAIN STREET NEVADA	MAIN STREET NEVADA	25,000.00	74522
GOOD AND QUICK	PKM-OIL CHANGE	40.65	74523
WILLCO	WWT-SLEEVE/GASKET	857.00	74524
IA IRRIGATION	PKM-IRRIGATION MAINT	939.20	74525
SANDRY FIRE SUPPLY	FD-SCBA MASK BAGS	96.60	74526
ACCO	POOL-LEAK DETECTION	1,397.50	74527
GALLS INC	PD-#610/609 UNIFORM	303.58	74528
MIDIOWA NET	PKM/PAK-INTERNET	82.50	74529
NEVADA HARDWARE	ALL-SUPPLIES	645.88	74531
STAPLES	ADM/PAK/ADM-SUPPLIES	129.34	74532

WINDSTREAM	SC-PHONES	56.74	74533
SAMS CLUB	GH-SUPPLIES/EMPTY APPREC TAILGATE	48.82	74534
HR GREE	P&Z-GIS SVCS	3,001.25	74535
BRICK GENTRY	ALL-LEGAL	8,670.00	74536
ZIMCO	PKM-HERBICIDE	1,584.00	74537
SERVICEMASTER	CBD-PARKER LAW CLEANING	85.00	74538
KELTEK INC	PD-#23	18,890.68	74539
FIRST TEAM	PKM-ACTUATOR	538.13	74540
MAGLIN CORP	CH-BENCH PLAQUES	280.00	74541
LANESBORO WEB	ADM-WEBSITE	300.00	74542
ROTARY	FD/PD-REYNOLDS/MARTINEZ MEAL CHARGES	270.00	74543
SPORTS BOWL	PKM/WWT/STS/P&Z-EMBROIDERY	150.00	74544
WEX BANK	ALL-GAS CARD	4,509.78	74545
AMES FORD LINCOLN	FD-2020 F350	38,601.00	74546
TAC10/GLOBAL SOFTWARE	PD-TAC10 MAINT RENEWAL	1,935.00	74547
SHRED-IT	PD-SHREDDING	129.90	74548
MNG, INC	REC-VOLLEYBALL/FOOTBALL SHIRTS	884.00	74549
RACOM CORP	FD-RADIOS 2/3 PAYMENT	75,821.13	74550
ACTIVE911 INC	FD-PHONE MAPPING/ALERTS	19.75	74551
HENDERSON, ANDREW	PD-REIMB	60.36	74552
ALLIED SYSTEMS	WWT-LIFT STATION PUMP /GENERATOR	2,309.90	74553
MARCO	ALL-COPIER LEASE	839.57	74554
DOG WASTE DEPOT	PKM-DOG WASTE BAGS	200.33	74555
TURF AND POND TIME	PKM-POND TREATMENTS	160.00	74556
RMH ARCH	FIELDHOUSE PR#10	934.40	74557
BLACKBIRD DESIGN	P&Z-BANNERS	30.14	74558
GARLAND'S	STS-CASTERS	102.90	74559
	WATER DEPOSITS	125.37	
	ACCTS PAYABLE	310,032.74	
	PAYROLL	78,524.83	
	** REPORT TOTAL **	388,682.94	
	GENERAL	152,967.69	
	ROAD USE TAX	27,508.13	
	LOCAL OPTION SALES TAX	42,431.50	
	PARK OPEN SPACE	538.13	
	CH CAMPUS PROJ	280.00	
	SC/FIELDHOUSE	934.40	
	CBD DOWNTOWN IMPR	85.00	
	WATER	21,656.38	
	WATER DEPOSITS	125.37	
	SEWER	53,586.45	
	SEWER CAP IMP PROJECT	75.00	
	REVOLVING FUND	88,342.17	
	FLEX BENEFIT REVOLVING	152.72	
	TOTAL FUNDS	388,682.94	

Scheduling a Public Hearing for Floodplain

Management Ordinance: The Federal Emergency Management Agency (FEMA) has completed a Flood Insurance Study with a new set of maps and has included a model ordinance to accompany it. The City must approve the model ordinance & maps prior to January 15, 2021 to be included in the National Flood Insurance program. The Planning & Zoning Commission recommended approval to the City Council on Monday October 5th.

**NOTICE OF PUBLIC HEARING ON RECOMMENDATION TO AMEND
THE ZONING ORDINANCE OF THE CITY OF NEVADA, IOWA**

There is on file in the office of the City Clerk of the City of Nevada, Iowa, a recommendation submitted to the City Council pursuant to Section 165.22.4 of the Code of Ordinances of the City of Nevada, Iowa, 2006, to amend the zoning ordinance of the City of Nevada, Iowa, by amending

Replacing Section. The Code of Ordinances of the City of Nevada, Iowa, is amended by replacing 165.15 with a new section 165.15 in their entirety.

A copy of the proposed section 165.15 is available for review in the City Clerk's Office at 1209 6th Street Nevada Iowa from 10 am to 2 pm or by appointment Monday- Friday.

The City Council of the City of Nevada, Iowa, will conduct a public hearing on this text amendment on the 26th Day of October 2020, at its meeting set to begin at 6:00 o'clock P.M., in the Council Chambers, City Hall, 1209 6th Street, Nevada, Iowa.

It is your privilege to attend said hearing to express your views concerning the proposed changes, or you may submit your comments in writing to the City Clerk not later than 4:00 o'clock P.M. on the 21st Day of October, 2020.

CITY OF NEVADA, IOWA
Kerin Wright City Clerk

RECEIVED

SEP 1 2020

Item # 6A
Date: 10/12/2020

CITY OF NEVADA

CITY OF NEVADA, IOWA

1209 SIXTH STREET

PHONE: 382-5466 FAX: 382-4502

BOARD/COMMISSION MEMBER APPLICATION

NAME: Priscilla Gammon

ADDRESS: 1322 Cherokee St.

HOME PHONE: _____

WORK PHONE: _____

CELL NUMBER: _____

E MAIL ADDRESS: _____

Please indicate your areas of interest by prioritizing them, with 1 being the highest interest, etc.

CHOICE	NAME OF BOARD	CURRENT MEETING TIMES	
_____	Parks/Recreation/Cemetery Board	3 rd Wednesday	5:15 p.m.
_____	Planning and Zoning Commission	1 st Monday	6:15 p.m.
_____	Board of Adjustment (as called)	2 nd Tuesday	10:00 a.m.
<u>1</u>	Library Board	3 rd Monday	5:00 p.m.
_____	Historic Preservation Commission	As needed	
_____	Nevada Senior Community Center Board	As needed	8:30 a.m.
_____	City Council Member (when vacancy)	2 nd and 4 th Mondays	6:00 p.m.
_____	Any Various Committee	As needed	

Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you?

This should not cause a problem as long as it is not during the work day and I can find care for my 1 year old daughter.

Please explain why you feel qualified to serve the City of Nevada as a member of this board.

I understand, as a High School English teacher, how important reading is, especially at a young age, and I want to assist with programs so everyone benefits from reading.

If appointed to this board, what would be some of your goals and objectives in helping this board move forward?

1. Keeping computers + Internet accessible to all.
2. Expand/Strengthen Children's Programs
3. Help make sure everyone is aware of the online resources through the library

If you have any other comments you would like to share regarding your application or about yourself, please use the back of this page. (over)

If there is no opening for a position on your board of choice, would you be interested in being considered in the future. (Circle One) Yes No

I teach English at East Marshall High School and my husband, Jarrod, drives for UPS. We have a 1 year old daughter, Valerie, and she attends Lil Cubs. This next summer I am excited to bring her to the library for story time, as she already loves books! I am excited to get involved in the city of Nevada.

ORDINANCE NO. 1013 (2020/2021)

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2020 Addition to the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Nevada, Iowa (the "City") previously enacted an ordinance entitled "An Ordinance Providing For The Division Of Taxes Levied On Taxable Property In The Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa"; and

WHEREAS, pursuant to that ordinance, certain taxable property within the Nevada Urban Renewal Area in the City was designated a "tax increment district"; and

WHEREAS, the City Council now desires to establish a new "tax increment district" by designating the real property comprising the September, 2020 Addition to the Nevada Urban Renewal Area;

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the September, 2020 Addition to the Nevada Urban Renewal Area of the City of Nevada, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Nevada to finance projects in such area.

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

"City" shall mean the City of Nevada, Iowa.

"County" shall mean Story County, Iowa.

"Urban Renewal Area Addition" shall mean the September, 2020 Addition to the Nevada Urban Renewal Area of the City of Nevada, Iowa, the legal description of which is set out below, approved by the City Council by resolution adopted on September 14, 2020:

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 83 North, Range 22 West of the 5th P.M., City of Nevada, Story County, Iowa, being more particularly described as follows: Beginning at a point on the north line of said Southeast Quarter which is 60.00 feet West of the East Quarter Corner of said Section 18; thence S00°10'58"E, 744.37 feet along the west right of way line of S. 11th Street; thence S89°49'02"W, 75.00 feet; thence S00°10'58"E, 184.17 feet; thence N61°42'19"W, 173.40 feet; thence N57°57'33"W, 60.00 feet; thence N32°02'27"E, 49.87 feet; thence northeasterly 8.43 feet along a curve having a radius of 270.00 feet, concave westerly, a central angle of 1°47'20" and being subtended by a chord which bears N31°08'47"E, 8.43 feet; thence N69°44'52"W,

141.38 feet; thence N42°10'35"E, 52.78 feet; thence N00°52'53"E, 365.40 feet; thence N89°07'07"W, 125.00 feet; thence S00°52'53"W, 3.00 feet; thence N89°08'30"W, 183.95 feet; thence S00°14'23"W, 59.16 feet; thence N71°12'25"W, 125.00 feet; thence S18°34'12"W, 54.50 feet; thence N71°25'48"W, 60.00 feet; thence N74°10'38"W, 200.78 feet; thence N00°31'26"E, 316.30 feet; thence S89°28'34"E, 1028.45 feet to the point of beginning, containing 11.76 acres.

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

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

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

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

respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

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

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

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

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First consideration passed by the City Council of the City of Nevada, Iowa, the 14th day of September, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

Second consideration passed by the City Council of the City of Nevada, Iowa, the 28th day of September, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

Third and final consideration passed by the City Council of the City of Nevada, Iowa, the 12th day of October, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk



September 9, 2020

VIA EMAIL

Jordan Cook
City Administrator/City Hall
Nevada, IA

Re: Nevada Urban Renewal Area
Our File No. 420131-97

Dear Jordan:

Attached please find two sets of proceedings for use by the City Council at their September 14, 2020 meeting.

The first set of proceedings covers the City Council's action in holding a public hearing on the designation of the expanded urban renewal area and adopting a resolution to approve the amended urban renewal plan for that area. The resolution states that the Planning and Zoning Commission has met to consider the plan amendment and that the required consultation session has been held with Story County and the Nevada Community School District. If these actions have not taken place, please call me immediately.

The second set of proceedings provides for adoption of the tax increment ordinance for the September, 2020 Addition to the Urban Renewal Area. Once the ordinance has been finally adopted, it must be published, and a copy must be filed with the County Auditor of Story County. Please print extra copies of the ordinance for publishing and filing. Certificates are included in the proceedings to attest to each of those acts.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos, Severie Orngard, or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Kerin Wright

ORDINANCE NO. 1014 (2020/2021)

An Ordinance Amending Ordinance Designating an Area of Nevada, Iowa as the Nevada Urban Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404, Code of Iowa (the "Code"), the governing body of a city may, by ordinance, designate an area of the city as a revitalization area upon the completion of procedures specified in the Code; and

WHEREAS, pursuant to the provisions of the Code, the City Council of Nevada, Iowa (the "City"), has by resolution determined, with respect to an area within the City, hereinafter described in Section 1 and known as the Nevada Urban Revitalization Area that:

1.
 - (a) *The Nevada Urban Revitalization Area is an area which is appropriate as an economic development area as defined in Section 403.17 of the Code of Iowa.*
 - (b) *The Nevada Urban Revitalization Area is an area which is appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single family housing.*
 - (c) *The redevelopment, economic development and promotion of housing and residential development in the Nevada Urban Revitalization Area is necessary in the interest of the public welfare of the residents of the City and the Nevada Urban Revitalization Area substantially meets the criteria set forth in Section 404.1 of the Code.*

WHEREAS, pursuant to the provisions of the Code, the City prepared a plan amendment (the "Plan Amendment") for the Nevada Urban Revitalization Area and held a public hearing on the Plan Amendment for the Nevada Urban Revitalization Area; and

WHEREAS, pursuant to the provisions of the Code, the City has adopted the Plan Amendment for the Nevada Urban Revitalization Area; and

WHEREAS, the City updated the description of the Nevada Urban Revitalization Area in the Plan Amendment to include the real property described in Section 1 below;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Nevada, in Story County, Iowa, as follows:

Section 1. In accordance with the Code and in consideration of the recitations set out in the preamble hereof, the area formed by contiguous real estate parcels more particularly described as follows:

The NE ¼ of the SE ¼ of Section 18, Township 83 North, Range 22, West of the 5th P.M., except the road, Story County, Iowa..

is hereby included within the Nevada Urban Revitalization Area.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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. This ordinance shall be in effect after its final passage, approval and publication, as provided by law.

First consideration passed by the City Council of the City of Nevada, Iowa, the 28th day of September, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

Second consideration passed by the City Council of the City of Nevada, Iowa, the 12th day of October, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Memo

To: City Council

From: Shawn Cole, Zoning Supervisor

CC: Jordan Cook, City Administrator

Date: 10/07/20

RE: General Information

1. **South Glen, 1st Addition Final Plat:** The Final Plat of South Glenn 1st Addition has been reviewed and recommended by the Planning & Zoning Commission and Staff recommends approval. Included in your packet is a copy of the plat, application, legal documents, & HR Green's memo.

If you have any questions please contact me at work, 382-5466, or at home, 382-8703, and prior to Monday night's meeting.

RESOLUTION NO. 038 (2020/2021)
A RESOLUTION ACCEPTING FINAL PLAT OF
SOUTH GLEN SUBDIVISION, NEVADA, STORY COUNTY, IOWA

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, the Final Plat of SOUTH GLEN SUBDIVISION within the Jurisdiction of the City of Nevada, Iowa; and

WHEREAS, the Final Plat has been submitted to the Planning and Zoning Commission of the City of Nevada, Iowa, and they recommended approval of the Final Plat of South Glen Subdivision on the 5th day of October, 2021.

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

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

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

1. That the Preliminary Plat of South Glen Subdivision, Story County, Iowa of Nevada, Iowa, is hereby accepted and approved for and on behalf of the City of Nevada, Iowa.

PASSED AND APPROVED THIS 12th day of October, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

2014-15 Comparative					
Unit/Case	Bedroom	Bed	Cells	Shower	Comm
2.1	502.90	88.14	18" 4" 23"	338" 12.64/36	67.53
2.2	505.30	80.14	18" 26" 22"	825" 17.75/36	93.57

13 Jan Case Data					
Case#	Age	Sex	Onset	Exposure	Chart
03	36.50	M	12/19/78	12/19/78	12/19/78
04	36.50	M	12/19/78	12/19/78	12/19/78
05	36.50	M	12/19/78	12/19/78	12/19/78
06	36.50	M	12/19/78	12/19/78	12/19/78
07	36.50	M	12/19/78	12/19/78	12/19/78
08	36.50	M	12/19/78	12/19/78	12/19/78
09	36.50	M	12/19/78	12/19/78	12/19/78
10	36.50	M	12/19/78	12/19/78	12/19/78
11	36.50	M	12/19/78	12/19/78	12/19/78
12	36.50	M	12/19/78	12/19/78	12/19/78
13	36.50	M	12/19/78	12/19/78	12/19/78
14	36.50	M	12/19/78	12/19/78	12/19/78
15	36.50	M	12/19/78	12/19/78	12/19/78
16	36.50	M	12/19/78	12/19/78	12/19/78
17	36.50	M	12/19/78	12/19/78	12/19/78
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93	36.50	M	12/19/78	12/19/78	12/19/78
94	36.50	M	12/19/78	12/19/78	12/19/78
95	36.50	M	12/19/78	12/19/78	12/19/78
96	36.50	M	12/19/78	12/19/78	12/19/78
97	36.50	M	12/19/78	12/19/78	12/19/78
98	36.50	M	12/19/78	12/19/78	12/19/78
99	36.50	M	12/19/78	12/19/78	12/19/78
100	36.50	M	12/19/78	12/19/78	12/19/78

[illegible][illegible]

Young, David, R.J. (John Family Foundation)
Building Suburbs
Page 25
Date 11/20/2014 10:43:00 AM

FOX Engineering

FINAL PLAT
SOUTH GLEN SUBDIVISION
A SUBDIVISION OF PART OF THE NE 1/4, SE 1/4
SEC. 18-83-22, CITY OF NEWADA, STORY COUNTY, IOWA
JOB# 5458-17A DATE: 3/20/23 PAGE 1 OF 3

P. 126



MEMO

To: Shawn Cole, Nevada Building Official

From: Larry Stevens, PE

Subject: Final Plat – South Glen Subdivision, Nevada, IA

Date: October 6, 2020

I have reviewed the final plat for the above referenced subdivision prepared by R. Bradley Stumbo, PLS and dated September 8, 2020. I recommend approval of the subdivision final plat.

A handwritten signature in cursive script, appearing to read 'Larry Stevens'.

Cc: Scott William, Fox Engineering
File



Major Subdivision; Final Plat Application Packet

1. **Application Packet:** Be sure to complete and submit **all the required materials** that are a part of this Packet. Failure to do so will result in a delay in processing your application.

The "Application Packet" for a Major Subdivision; Final Plat includes the following:

- Application Form (This form must be filled out completely for all applications.), and
- Final Plat -Major Subdivision Checklist (Use this Checklist to prepare the Final Plat.).

2. **What must be submitted?**

- One (1) completed and signed Application Form.
- All Items set forth on the Major Subdivision; Final Plat Checklist.
- Fifteen (15) copies of the Final Plat, no larger than 24" by 36".
- Final Plat Attachments, as described on the Checklist
- A check or cash for the application filing fee as established by the City Council.

No application will be accepted unless it complies with all the submittal requirements. Applications that are incomplete will be returned to the applicant without further review.

3. **What is the process?**

- The **Final Plat** is the third and last step in the approval process for a Major Subdivision. The first step and second steps have already occurred. These included the Pre-application Conference and the Preliminary Plat. The **Final Plat** application must be filed after the Preliminary Plat has been approved and within one year of the date of approval of the Preliminary Plat.
- The applicant shall file the application with the Department of Planning and Zoning at least 21 days prior to a regular meeting of the Planning and Zoning Commission.
- The Planning and Zoning Commission shall forward the **Final Plat** to the City Council for its review after the Applicant has submitted a complete Application for a **Major Subdivision; Final Plat** if the Planning and Zoning Commission finds and reports in writing that the **Final Plat** substantially conforms to the approved **Preliminary Plat**. An Application for a **Major Subdivision; Final Plat** shall be "complete" for the purpose of commencing time periods within which action by the City Council is required when so certified by the Planning and Zoning Commission.

4. **Where should submittals be made?**

- Submit the completed application Packet to the

City Clerk
City Hall
1209 6th Street
Nevada, Iowa 50201

**IF YOU HAVE ANY QUESTIONS WHILE COMPLETING THE APPLICATION,
PLEASE CONTACT THE DEPARTMENT OF PLANNING AND ZONING.**

Phone: 515-382-5466
FAX: 515-382-5469
E-mail: citypz@midiowa.net



Major Subdivision; Final Plat Application Form

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

1. Property Location of this Final Plat for a Major Subdivision (Street Address and or Boundary Description):

The Northeast Quarter of the Southeast Quarter, except the East 60.00 feet thereof, in Section 18,
Township 83 North, Range 22 West of the 5th P.M., Story County, Iowa.

2. Existing Use and Proposed Use of the Property:

Existing Use - Ag

Proposed Use - Residential

3. Subdivision Name: South Glen Subdivision

4. Property Owner: South Glen LLC, c/o Jim Frevert

Address: 539 Oak Lane Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: 515-382-4251
(Home) (Business) (Fax)

5. Attorney: Ryan Haaland, Davis Brown Law Firm

Address: 2605 Northridge Pwky Ames IA 50010
(Street) (City) (State) (Zip)

Telephone: 515-288-2500
(Home) (Business) (Fax)

6. Land Surveyor: Brad Stumbo, FOX Engineering

Address: 414 S 17th Street, Ste 107 Ames IA 50010
(Street) (City) (State) (Zip)

Telephone: 515-233-0000
(Home) (Business) (Fax)

7. Contact Person: Scott Williams, FOX Engineering

Address: 414 S 17th Street, Ste 107 Ames IA 50010
(Street) (City) (State)

Telephone: 515-233-0000
(Home) (Business) (Fax)

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

Signed by: James G. Fowert Date: 10/1/20
(Applicant)

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

and: James G. Fowert Date: 10/1/20
(Property Owner)

and: Sam Williams Date: 9/30/20
(Contact Person)

Kerin Wright

From: Shawn Cole
Sent: Wednesday, October 7, 2020 5:05 PM
To: Kerin Wright
Subject: FW: South Glen - City Development Agreement
Attachments: 20.10.06 Agreement for Public Improvements - South Glen Subdivision.doc

From: Erin Clanton [mailto:Erin.Clanton@brickgentrylaw.com]
Sent: Wednesday, October 7, 2020 2:52 PM
To: Shawn Cole
Subject: Re: South Glen - City Development Agreement

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Shawn-

I have reviewed the platting documents and approve of them as drafted. With regard to the City Development Agreement, please see the attached with my proposed language on the water rights. Let me know if you have questions or revisions. Thanks!

Erin M. Clanton
Attorney at Law
Brick Gentry P.C.
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266
Phone: 515-274-1450
Fax: 515-274-1488
erin.clanton@brickgentrylaw.com

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Circular 230 Disclaimer: To ensure compliance with Treasury Regulations governing written tax advice, please be advised that any tax advice included in this communication, including any files and/or documents, is not intended, and cannot be used, for the purpose of (i) avoiding any federal tax penalty or (ii) promoting, marketing, or recommending any transaction or matter to another person.

On Oct 6, 2020, at 3:47 PM, Shawn Cole <scole@cityofnevadaaiowa.org> wrote:

From: Haaland, Ryan L. [mailto:RyanHaaland@davisbrownlaw.com]
Sent: Monday, October 5, 2020 3:40 PM
To: Shawn Cole
Cc: Clifton, Erin M.; 'Marc Olson'
Subject: RE: South Glen - City Development Agreement

Item # 81
Date: 10/12/2020

AIA DOCUMENT G703

TO OWNER

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

FROM CONTRACTOR:

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

PROJECT:

Central Business District Infrastructure Project

Engineer:
H. B. Coe

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

APPLICATION NO.:

2

PERIOD TO:

9/30/20

PROJECT NO.:

0306

CONTRACT DATE:

2/24/2021

PAGE 1 OF 2

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT FOR: Infrastructure Reconstruction

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$5,900.00	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
2.	9/21/2020	\$8,916.60	
TOTALS		\$14,816.60	\$0.00
Net change by Change Orders		\$14,816.60	

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

CONTRACTOR: Con-Struct, Inc.

BY:

Robert

DATE:

10/7/2020

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, ALA G703, is attached.

- | | |
|---|----------------|
| 1. ORIGINAL CONTRACT SUM | \$7,850,850.00 |
| 2. Net change by Change Orders | \$14,816.60 |
| 3. CONTRACT SUM TO DATE..... | \$7,865,666.60 |
| 4. TOTAL COMPLETED & STORED TO DATE | \$3,932,834.30 |
| (Column G on G703) | |
| 5. RETAINAGE: | |

- | | |
|---------------------------------|---------------------|
| a. <u>5%</u> of completed work | <u>\$195,641.72</u> |
| (Column D + E on G703) | |
| b. <u>5%</u> of stored material | <u>\$0.00</u> |
| (Column F on G703) | |

- | | |
|--|----------------|
| 6. TOTAL EARNED LESS RETAINAGE | \$3,736,192.59 |
| (Line 4 less Line 5 Total) | |
| 7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) | \$3,012,498.17 |
| 8. CURRENT PAYMENT DUE | \$723,694.42 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE | \$4,129,474.02 |
| (Line 3 less Line 6) | |

AMOUNT CERTIFIED

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

5723,694.42

By:

Prof. J. J. Lawrence

Date: 10/7/2020

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
 Central Business District Infrastructure Improvements Project
 Contractor: Con-Strud, Inc.

Estimate No. 7 Date: 9/20/2020

Period Ending: 9/30/2020

NO.	ITEM	CONTRACT				PREVIOUS				THIS PERIOD				WORK COMPLETED				RETAINAGE
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	PRECEDS QTY	PRECEDS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETED TO DATE	\$ AMOUNT TO DATE							
1.	CLEARING AND GRUBBING	UNIT	50	\$ 100.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -			
2.	TOPSOIL, OFF-SITE	CY	179	\$ 100.00	\$ 17,900.00	16.00	\$ 1,600.00	0.00	\$ -	16.00	\$ 1,600.00	\$ 80.00	\$ 80.00	\$ -	\$ -			
3.	EXCAVATION CLASS 10	CY	8,631	\$ 22.00	\$ 189,882.00	3,005.00	\$ 66,110.00	599.00	\$ 13,178.00	3,604.00	\$ 79,298.00	\$ 3,964.40	\$ 3,964.40	\$ -	\$ -			
4.	BELOW GRADE EXCAVATION	CY	100	\$ 50.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	\$ -			
5.	SUBGRADE PREPARATION	SY	25,514	\$ 4.00	\$ 102,056.00	10,380.00	\$ 41,520.00	2,905.00	\$ 11,620.00	13,285.00	\$ 53,140.00	\$ 2,657.00	\$ 2,657.00	\$ -	\$ -			
6.	SUBBASE, MODIFIED, 6"	SY	25,514	\$ 10.00	\$ 255,140.00	10,380.00	\$ 103,800.00	2,905.00	\$ 29,050.00	13,285.00	\$ 132,850.00	\$ 6,642.50	\$ 6,642.50	\$ -	\$ -			
7.	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 6"	LF	1,908	\$ 130.00	\$ 248,040.00	1,506.00	\$ 195,780.00	0.00	\$ -	1,506.00	\$ 195,780.00	\$ 9,789.00	\$ 9,789.00	\$ -	\$ -			
8.	SANITARY SEWER SERVICE STUD, PVC, 4"	LF	3,244	\$ 125.00	\$ 405,500.00	2,802.00	\$ 350,250.00	0.00	\$ -	2,802.00	\$ 350,250.00	\$ 17,512.50	\$ 17,512.50	\$ -	\$ -			
9.	REMOVAL OF SANITARY SEWER, VCP, 8"	LF	1,695	\$ 19.00	\$ 32,205.00	1,150.00	\$ 21,850.00	0.00	\$ -	1,150.00	\$ 21,850.00	\$ 1,092.50	\$ 1,092.50	\$ -	\$ -			
10.	STORM SEWER, TRENCHED, RCP, HDPE, 15"	LF	46	\$ 71.00	\$ 3,266.00	46.00	\$ 3,266.00	0.00	\$ -	46.00	\$ 3,266.00	\$ 163.30	\$ 163.30	\$ -	\$ -			
11.	STORM SEWER, TRENCHED, RCP, 8"	LF	36	\$ 110.00	\$ 3,960.00	24.00	\$ 2,640.00	0.00	\$ -	24.00	\$ 2,640.00	\$ 132.00	\$ 132.00	\$ -	\$ -			
12.	STORM SEWER, TRENCHED, RCP, 12"	LF	243	\$ 162.00	\$ 39,366.00	143.00	\$ 23,166.00	0.00	\$ -	143.00	\$ 23,166.00	\$ 1,158.30	\$ 1,158.30	\$ -	\$ -			
13.	STORM SEWER, TRENCHED, RCP, 15"	LF	949	\$ 155.00	\$ 147,095.00	254.40	\$ 39,432.00	63.00	\$ 9,765.00	317.40	\$ 49,197.00	\$ 2,459.85	\$ 2,459.85	\$ -	\$ -			
14.	STORM SEWER, TRENCHED, RCP, 18"	LF	1,527	\$ 159.00	\$ 242,793.00	729.80	\$ 116,038.20	0.00	\$ -	729.80	\$ 116,038.20	\$ 5,801.91	\$ 5,801.91	\$ -	\$ -			
15.	STORM SEWER, TRENCHED, RCP, 24"	LF	1,174	\$ 173.00	\$ 203,102.00	1,145.00	\$ 198,085.00	0.00	\$ -	1,145.00	\$ 198,085.00	\$ 9,904.25	\$ 9,904.25	\$ -	\$ -			
16.	EQUAL TO 36"	LF	4,245	\$ 19.00	\$ 80,655.00	1,029.00	\$ 19,551.00	0.00	\$ -	1,029.00	\$ 19,551.00	\$ 977.55	\$ 977.55	\$ -	\$ -			
17.	SUBDRAIN, PERFORATED PVC, 8"	LF	5,611	\$ 18.00	\$ 100,998.00	1,850.00	\$ 33,480.00	627.00	\$ 11,286.00	2,467.00	\$ 44,766.00	\$ 2,238.30	\$ 2,238.30	\$ -	\$ -			
18.	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 8"	EA	8	\$ 800.00	\$ 6,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	\$ -			
19.	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8"	EA	32	\$ 500.00	\$ 16,000.00	13.00	\$ 6,500.00	3.00	\$ 1,500.00	16.00	\$ 8,000.00	\$ 400.00	\$ 400.00	\$ -	\$ -			
20.	FOOTING DRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	40	\$ 690.00	\$ 27,600.00	3.00	\$ 2,070.00	0.00	\$ -	3.00	\$ 2,070.00	\$ 103.50	\$ 103.50	\$ -	\$ -			
21.	STORM SEWER SERVICE STUD, PVC, 6"	LF	400	\$ 38.00	\$ 15,200.00	44.00	\$ 1,672.00	0.00	\$ -	44.00	\$ 1,672.00	\$ 83.60	\$ 83.60	\$ -	\$ -			
22.	STORM SEWER SERVICE STUD, HOPE, 1-1/2"	EA	61	\$ 2,700.00	\$ 164,700.00	44.00	\$ 118,800.00	4.00	\$ 10,800.00	48.00	\$ 129,600.00	\$ 6,480.00	\$ 6,480.00	\$ -	\$ -			
23.	WATER MAIN, TRENCHED, PVC, 3" RESTRAINED JOINT	LF	10	\$ 75.00	\$ 750.00	5.00	\$ 375.00	0.00	\$ -	5.00	\$ 375.00	\$ 18.75	\$ 18.75	\$ -	\$ -			
24.	WATER MAIN, TRENCHED, PVC, 4" RESTRAINED JOINT	LF	5	\$ 82.00	\$ 410.00	60.00	\$ 4,920.00	0.00	\$ -	60.00	\$ 4,920.00	\$ 246.00	\$ 246.00	\$ -	\$ -			
25.	WATER MAIN, TRENCHED, PVC, 6" RESTRAINED JOINT	LF	36	\$ 61.00	\$ 2,196.00	60.00	\$ 3,660.00	0.00	\$ -	60.00	\$ 3,660.00	\$ 183.00	\$ 183.00	\$ -	\$ -			
26.	WATER MAIN, TRENCHED, PVC, 8" UNRESTRAINED JOINT	LF	1,550	\$ 60.00	\$ 93,000.00	1,020.00	\$ 61,200.00	0.00	\$ -	1,020.00	\$ 61,200.00	\$ 3,060.00	\$ 3,060.00	\$ -	\$ -			
27.	WATER MAIN, TRENCHED, PVC, 8" RESTRAINED JOINT	LF	1,684	\$ 70.00	\$ 117,880.00	1,167.00	\$ 81,690.00	0.00	\$ -	1,167.00	\$ 81,690.00	\$ 4,084.50	\$ 4,084.50	\$ -	\$ -			
28.	WATER MAIN, TRENCHED, PVC, 10" RESTRAINED JOINT	LF	50	\$ 78.00	\$ 3,900.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	\$ -			
29.	WATER MAIN, TRENCHED, PVC, 12" UNRESTRAINED JOINT	LF	400	\$ 68.00	\$ 27,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	\$ -			
30.	WATER MAIN, TRENCHED, PVC, 12" RESTRAINED JOINT	LF	531	\$ 88.00	\$ 46,728.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	\$ -			
31.	WATER MAIN, TRENCHED, DUCTILE IRON, 4" RESTRAINED JOINT	LF	5	\$ 155.00	\$ 775.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	\$ -			
32.	WATER MAIN, TRENCHED, DUCTILE IRON, 8" UNRESTRAINED JOINT	LF	325	\$ 78.00	\$ 25,350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	\$ -			
33.	WATER MAIN, TRENCHED, DUCTILE IRON, 8" RESTRAINED JOINT	LF	112	\$ 90.00	\$ 10,080.00	20.00	\$ 1,800.00	0.00	\$ -	20.00	\$ 1,800.00	\$ 90.00	\$ 90.00	\$ -	\$ -			
34.	FITTING, DUCTILE IRON, MECHANICAL JOINT	LB	12,049	\$ 11.00	\$ 132,539.00	6,265.00	\$ 69,265.00	0.00	\$ -	6,265.00	\$ 69,265.00	\$ 3,446.30	\$ 3,446.30	\$ -	\$ -			
35.	WATER SERVICE STUD, 1-1/2" PE SDR 9	EA	73	\$ 1,730.00	\$ 126,290.00	46.00	\$ 79,580.00	0.00	\$ -	46.00	\$ 79,580.00	\$ 3,979.50	\$ 3,979.50	\$ -	\$ -			
36.	WATER SERVICE PIPE, 1-1/2" PE SDR 9	LF	4,481	\$ 30.00	\$ 134,430.00	2,633.00	\$ 78,990.00	0.00	\$ -	2,633.00	\$ 78,990.00	\$ 3,949.50	\$ 3,949.50	\$ -	\$ -			
37.	VALVE, DI MJ GATE, 3"	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	\$ 50.00	\$ 50.00	\$ -	\$ -			
38.	VALVE, DI MJ GATE, 8"	EA	27	\$ 1,550.00	\$ 41,850.00	18.00	\$ 27,900.00	0.00	\$ -	18.00	\$ 27,900.00	\$ 1,395.00	\$ 1,395.00	\$ -	\$ -			
39.	VALVE, DI MJ GATE, 12"	EA	12	\$ 2,400.00	\$ 28,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	\$ -			
40.	VALVE, INSERTION VALVE, 4"-12"	EA	6	\$ 13,500.00	\$ 81,000.00	4.00	\$ 54,000.00	0.00	\$ -	4.00	\$ 54,000.00	\$ 2,700.00	\$ 2,700.00	\$ -	\$ -			

41	FIRE HYDRANT ASSEMBLY REMOVAL	EA	13	\$ 5,250.00	\$ 49,250.00	7.00	\$ 36,750.00	0.00	\$ -	7.00	\$ 36,750.00	\$ 1,837.50
42	FIRE HYDRANT ASSEMBLY REMOVAL	EA	9	\$ 1,800.00	\$ 16,200.00	5.00	\$ 9,000.00	0.00	\$ -	5.00	\$ 9,000.00	\$ 450.00
43	VALVE REMOVAL	EA	25	\$ 720.00	\$ 18,750.00	12.00	\$ 5,000.00	0.00	\$ -	12.00	\$ 5,000.00	\$ 450.00
44	STORM MAIN-HOLE, SW-401, 48"	EA	8	\$ 4,100.00	\$ 32,800.00	5.00	\$ 20,500.00	0.00	\$ -	5.00	\$ 20,500.00	\$ 1,025.00
45	STORM MAIN-HOLE, SW-401, 48"	EA	10	\$ 3,900.00	\$ 38,000.00	2.00	\$ 11,700.00	0.00	\$ -	2.00	\$ 11,700.00	\$ 585.00
46	STORM MAIN-HOLE, SW-401, 60"	EA	3	\$ 5,200.00	\$ 15,600.00	1.00	\$ 10,400.00	0.00	\$ -	1.00	\$ 10,400.00	\$ 520.00
47	STORM MAIN-HOLE, SW-401, 72"	EA	1	\$ 6,300.00	\$ 6,300.00	4.00	\$ 13,300.00	0.00	\$ -	4.00	\$ 13,300.00	\$ 665.00
48	INTAKE, SW-501	EA	11	\$ 3,400.00	\$ 37,400.00	6.00	\$ 39,000.00	0.00	\$ -	6.00	\$ 39,000.00	\$ 1,950.00
49	INTAKE, SW-501	EA	10	\$ 5,000.00	\$ 50,000.00	2.00	\$ 10,000.00	0.00	\$ -	2.00	\$ 10,000.00	\$ 500.00
50	INTAKE, SW-511	EA	34	\$ 600.00	\$ 20,400.00	17.00	\$ 10,200.00	0.00	\$ -	17.00	\$ 10,200.00	\$ 510.00
51	REMOVE MANHOLE	EA	12	\$ 600.00	\$ 7,200.00	8.00	\$ 4,800.00	0.00	\$ -	8.00	\$ 4,800.00	\$ 240.00
52	REMOVE INTAKE	EA	3,066	\$ 600.00	\$ 1,839,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
53	PAVEMENT, PCC, 7 INCH	SY	17,434	\$ 68.00	\$ 1,185,512.00	7,208.00	\$ 490,144.00	2,358.00	\$ 151,024.00	9,576.00	\$ 651,168.00	\$ 32,558.40
54	PAVEMENT, PCC, 8 INCH	SY	3,117	\$ 73.00	\$ 227,541.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
55	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
56	REMOVE OF SIDEWALK	SY	6,591	\$ 10.00	\$ 65,910.00	2,561.00	\$ 25,610.00	972.00	\$ 9,720.00	3,533.00	\$ 35,330.00	\$ 1,756.50
57	REMOVE OF DRIVEWAY	SY	1,178	\$ 10.00	\$ 11,780.00	350.00	\$ 3,500.00	22.00	\$ 220.00	372.00	\$ 3,720.00	\$ 186.00
58	SIDEWALK, PCC, 4 INCH	SY	1,927	\$ 50.00	\$ 96,350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
59	SIDEWALK, PCC REINFORCED, 5 INCH	SY	4,773	\$ 60.00	\$ 286,380.00	1,180.00	\$ 70,800.00	1,058.00	\$ 63,480.00	2,238.00	\$ 134,280.00	\$ 6,714.00
60	PAVER SIDEWALK WITH PAVEMENT BASE	SY	2,495	\$ 120.00	\$ 299,400.00	163.00	\$ 19,560.00	630.00	\$ 75,600.00	793.00	\$ 95,160.00	\$ 4,758.00
61	DETECTABLE WARNING	SF	628	\$ 50.00	\$ 31,400.00	120.00	\$ 6,000.00	90.00	\$ 4,500.00	210.00	\$ 10,500.00	\$ 525.00
62	DRIVEWAY, PAVED, PCC, 8 INCH	SY	1,007	\$ 60.00	\$ 60,420.00	227.00	\$ 13,620.00	3.00	\$ 180.00	230.00	\$ 13,800.00	\$ 690.00
63	GRANULAR SURFACING	SY	3,500	\$ 10.00	\$ 35,000.00	147.00	\$ 1,470.00	0.00	\$ -	147.00	\$ 1,470.00	\$ 73.50
64	FULL DEPTH PATCHING, PCCHMA	SY	924	\$ 140.00	\$ 129,360.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
65	PAVEMENT REMOVAL	SY	24,673	\$ 8.00	\$ 198,984.00	11,473.00	\$ 91,784.00	62.00	\$ 496.00	11,535.00	\$ 92,280.00	\$ 4,514.00
66	PAINTED PAVEMENT MARKINGS, DURABLE	EA	190	\$ 160.00	\$ 30,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
67	GROOVES CUT FOR PAVEMENT MARKINGS	STA	29	\$ 420.00	\$ 12,180.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
68	GROOVES CUT FOR SYMBOLS AND LEGENDS	STA	102	\$ 160.00	\$ 16,320.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
69	TEMPORARY TRAFFIC CONTROL	LS	29	\$ 210.00	\$ 6,090.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
70	SWPP MANAGEMENT	LS	75	\$ 180.00	\$ 50,000.00	0.60	\$ 30,000.00	0.00	\$ -	0.60	\$ 30,000.00	\$ 1,500.00
71	SILT FENCE OR SILT FENCE DITCH CHECK	LS	1	\$ 5,000.00	\$ 5,000.00	0.50	\$ 2,500.00	0.00	\$ -	0.50	\$ 2,500.00	\$ 125.00
72	SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$ 2.00	\$ 400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
73	REMOVAL OF SEDIMENT	LF	200	\$ 1.00	\$ 200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
74	INLET PROTECTION DEVICE, INSTALLATION	EA	28	\$ 200.00	\$ 5,600.00	6.00	\$ 1,200.00	0.00	\$ -	6.00	\$ 1,200.00	\$ 60.00
75	INLET PROTECTION DEVICE, MAINTENANCE	EA	28	\$ 30.00	\$ 840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
76	CONCRETE STEPS, TYPE A	SF	195	\$ 120.00	\$ 23,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
77	MOBILIZATION	LS	1	\$ 360,000.00	\$ 360,000.00	0.45	\$ 162,000.00	0.00	\$ -	0.45	\$ 162,000.00	\$ 8,100.00
78	TEMPORARY GRANULAR SIDEWALK	SY	500	\$ 20.00	\$ 10,000.00	49.00	\$ 980.00	0.00	\$ -	49.00	\$ 980.00	\$ 49.00
79	CONCRETE WASHOUT	LS	1	\$ 5.50	\$ 34,122.00	1,783.00	\$ 9,861.50	0.00	\$ -	1,783.00	\$ 9,861.50	\$ 493.08
80	REMOVAL OF LIGHT POLE	EA	75	\$ 135.00	\$ 10,125.00	32.00	\$ 4,320.00	14.00	\$ 1,890.00	46.00	\$ 6,210.00	\$ 310.50
81	REMOVAL OF CONCRETE FOUNDATION OF	EA	4	\$ 1,600.00	\$ 6,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
82	NEW LIGHT POLE AND FOUNDATION	EA	79	\$ 300.00	\$ 23,700.00	24.00	\$ 7,200.00	22.00	\$ 6,600.00	46.00	\$ 13,800.00	\$ 690.00
83	INSTALL RETROFITTED LIGHT POLE AND	EA	78	\$ 7,800.00	\$ 608,400.00	24.00	\$ 187,200.00	6.00	\$ 46,800.00	30.00	\$ 234,000.00	\$ 11,700.00
84	FOUNDATION	EA	4	\$ 2,100.00	\$ 8,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
85	PAVEMENT LIGHTING CONTROL STATION	EA	2	\$ 10,000.00	\$ 20,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
86	METER SOCKET	EA	1	\$ 6,300.00	\$ 6,300.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
87	POWER OUTLET PEDESTAL	EA	12	\$ 2,000.00	\$ 24,000.00	8.00	\$ 16,000.00	0.00	\$ -	8.00	\$ 16,000.00	\$ 800.00
88	HANDHOLE - TYPE II	EA	13	\$ 910.00	\$ 11,830.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
89	HANDHOLE - TYPE IV - MODIFIED	EA	3	\$ 1,500.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
90	CONDUIT - 1.5" PVC, TRENCHED	LF	7,903	\$ 7.00	\$ 52,521.00	2,400.00	\$ 16,800.00	0.00	\$ -	2,400.00	\$ 16,800.00	\$ 840.00
91	CONDUIT - 2.5" PVC, TRENCHED	LF	511	\$ 7.00	\$ 3,577.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
92	CONDUIT - 3" PVC, TRENCHED	LF	1,046	\$ 8.00	\$ 8,368.00	800.00	\$ 6,400.00	246.00	\$ 1,958.00	1,046.00	\$ 8,368.00	\$ 413.40
93	CONDUIT - 1.5" PVC, BORED	LF	140	\$ 15.00	\$ 2,100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
94	CONDUIT - 2" PVC, BORED	LF	250	\$ 15.00	\$ 3,750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
95	CONDUIT - 2.5" PVC, BORED	LF	180	\$ 25.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
96	CONDUIT - 2" GRS	LF	13	\$ 22.00	\$ 286.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
97												
98												
99												
100												
101												
102												

103.	CONDUIT - 2 1/2" GRS	LF	12	\$	25.00	\$	300.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
104.	WIRE - 11C #8 AWG, INSULATED	LF	21,530	\$	1.00	\$	21,530.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
105.	WIRE - 11C #8 AWG, INSULATED	LF	5,812	\$	1.00	\$	5,812.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
106.	WIRE - 11C #20 AWG, INSULATED	LF	1,335	\$	4.00	\$	5,340.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
107.	WIRE - 11C #20 AWG, INSULATED	LF	606	\$	5.00	\$	3,030.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
108.	WIRE - 11C 250 kcmil, INSULATED	LF	7,039	\$	7.00	\$	49,273.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
109.	WIRE - 11C 350 kcmil, INSULATED	LF	325	\$	9.00	\$	2,925.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
110.	WIRE - 11C #8 AWG, BARE	LF	6,854	\$	1.00	\$	6,854.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
111.	WIRE - 11C #4 AWG, BARE	LF	2,208	\$	1.00	\$	2,208.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
112.	WIRE - 11C #2 AWG, BARE	LF	1,716	\$	2.00	\$	3,432.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
113.	TEMPORARY CABLE - #10, #10, #2 ALUM	LF	40	\$	3.00	\$	120.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
114.	TEMPORARY CABLE - #10, #10, #2 ALUM	LF	300	\$	6.00	\$	1,800.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
115.	TEMPORARY LIGHT STRING ASSEMBLY	EA	2,095	\$	7.00	\$	14,665.00	500.00	\$	3,500.00	1,000.00	\$	7,000.00	1,500.00	\$	10,500.00	71.60%
116.	INSTALL/REMOVE TEMPORARY SIDEWALK	EA	4	\$	350.00	\$	1,400.00	4.00	\$	1,400.00	0.00	\$	-	4.00	\$	1,400.00	10.00%
117.	ADDITIONAL LONGITUDINAL CHANNELING	EA	20	\$	200.00	\$	4,000.00	12.00	\$	2,400.00	3.00	\$	600.00	15.00	\$	3,000.00	75.00%
118.	REPAIR 10" STORM SEWER, CO #2	LS	1	\$	5,500.00	\$	5,500.00	1.00	\$	5,500.00	0.00	\$	-	1.00	\$	5,500.00	100.00%
119.	ABANDON WATER MAIN, CO #2	LS	1	\$	1,775.24	\$	1,775.24	0.00	\$	-	1.00	\$	1,775.24	1.00	\$	1,775.24	100.00%
120.	MATERIALS STORED ON-SITE - LIGHT POLES	EA	48	\$	5,500.00	\$	264,000.00	0.00	\$	-	48.00	\$	264,000.00	48.00	\$	264,000.00	100.00%
121.	TOTAL					\$	7,865,666.50		\$	171,050.70		\$	761,783.50		\$	8,302,834.30	100.00%

Kerin Wright

From: Stevens, Larry <lstevens@hrgreen.com>
Sent: Wednesday, October 7, 2020 3:06 PM
To: Kerin Wright
Cc: Shawn Cole; Jordan Cook
Subject: Nevada CBD - Pay Request #7
Attachments: PR#7-100720-Nevada CBD.xls.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Kerin,
Attached is Pay Request #7 for this project. I believe the request is appropriate and recommend approval.

Larry J. Stevens, PE, PWLF

Municipal Services Manager – Governmental Services
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HRGreen®

5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448
Main 515.278.2913 | **Fax** 515.278.1846 | **Direct** 515.657.5273 | **Cell** 641.660.0369
HRGREEN.COM

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ITEM# 9A
DATE: 10/12/2020

COUNCIL ACTION FORM

AGENDA: Discussion and Appropriate Follow-up on Request to reduce a portion of the sewer charge on their utility bill

HISTORY:

Chapter 99 of the attached City's Code of Ordinance does not currently provide guidelines and procedures for waiving or reducing portions of a City utility bill.

Attached is a request from William Holstine, 1330 H Avenue, for a request to reduce the sewer charge on his October 2020 Utility bill. He believes their usage was due to an underground watering hose that was left on when they traveled out of state. Enclosed you shall find a request from the property owner, a data reading from the meter showing two large spikes in water usage between August 3, 2020 and September 1, 2020. This would have been the time frame for the October billing which used the September 1 read date. Also enclosed is a Utility Billing History report along with a consumption report for the sewer only.

Currently, the city does not adjust any utility bills unless there is clear evidence of a broken pipe and proof it did not go down the sewer. The last two adjustments were made in 2018, one was because of a broken pipe and the other was for outside sill faucet was leaking. The council gave a credit on the sewer costs for both customers.

OPTIONS:

1. Direct Staff to apply a credit to Holstine's account for a determined amount toward the sewer services.
2. Direct Staff or resident to provide more information on the account.
3. Deny Reimbursement request by William Holstine
4. Do nothing at this time.

STAFF RECOMMENDATION:

Documentation has been presented showing the history of the account. Although it appears there was some kind of leak at this location. According to the meter the water was used.

Therefore, it is the recommendation of the City Administrator that Council approves Option #3 to deny reimbursement to William Holstine.

William Holstine 1330 N. Ave Acct 4860001
Appeal of sewer charge on Lawn watering Bill

We would appeal sewer charges on excess water used for Lawn watering. This should be a one-time event.

We have an underground perforated Landscape watering hose for our front shrubs. I left this turned on when we traveled to Illinois on August 20. Our neighbor Dale Soren turned this off when water was running down his driveway.

Our summer 2020 water usage has been greater.

June was 34 usage - only 75% of Ave ⁴⁵ usage in 2018-2019

2020 July usage of 74	was	230%	of	2019 usage 32
2020 August	138	230%		60

September 2019 usage of 48 times 2.3 = 110 est. Baseline use

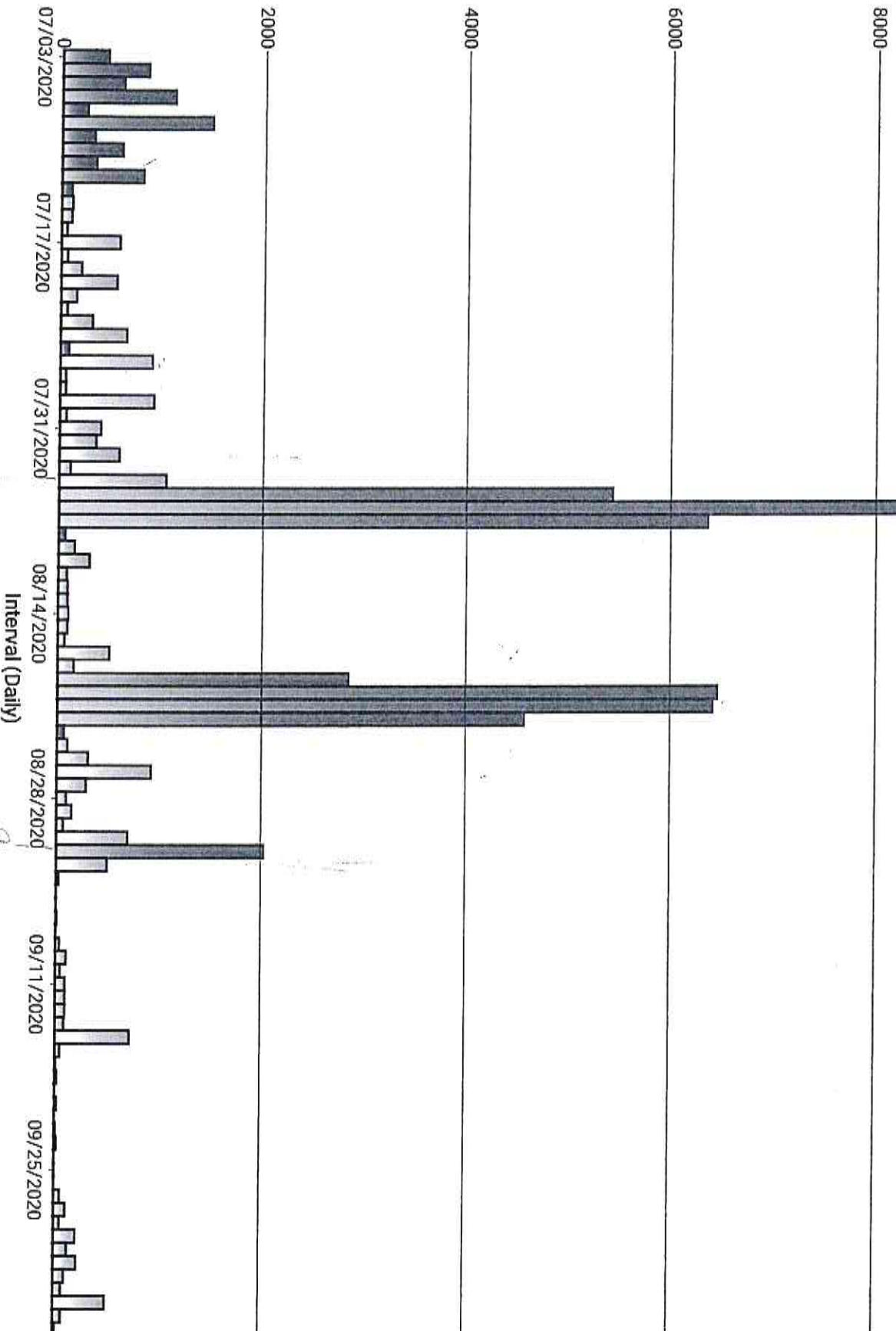
Actual September 2020 use of 477 less 110 baseline
would estimated 367 excess water use, not thru sewer

Thank you for your consideration

Bill Holstine 10/6/20^{P. 139}

Data Logging Report
MIU#: 1540870970 for 07/03/2020 - 10/07/2020 - 5/8" - 1" T-10, GALLONS

Daily Consumption



ACCOUNT NUMBER 4860001		STATUS Active	
NAME WILLIAM HOLSTINE		(515)382-6873	
PROPERTY 1330 H AVE		CUSTOMER TYPE RESIDENTIAL	
TIMES DELQ	30 DAYS	60 DAYS	90 DAYS
10	416.27		OVER 90
LAST BILL 543.29			
PENALTY			
ADJUST			
PAYMENT 127.02			
AMT DUE 416.27			
DATE	DESCRIPTION	CONSUMPTION	CHARGE
10/01/2020	Water O&M	477	332.16
10/01/2020	Sewer O&M	477	259.12
10/01/2020	Strm Sewer		5.25
10/01/2020	Sewer Cons		2.03
10/01/2020	Rsrc Rcvry		1.65
	TAX		19.93
			620.14
9/29/2020	PAYMENT		127.02-
9/18/2020	PAYMENT		203.87-
9/16/2020	DELINQNT NOTICE		
9/16/2020	PENALTY		2.00
9/09/2020	PAYMENT		78.85-
9/01/2020	Water O&M	138	106.39
9/01/2020	Sewer O&M	138	82.17
9/01/2020	Strm Sewer		5.25
9/01/2020	Sewer Cons		2.03
9/01/2020	Rsrc Rcvry		1.65
	TAX		6.38
			203.87
8/13/2020	PAYMENT		109.03-
8/01/2020	Water O&M	74	63.76
8/01/2020	Sewer O&M	74	48.76
8/01/2020	Strm Sewer		5.25
8/01/2020	Sewer Cons		2.03
8/01/2020	Rsrc Rcvry		1.65
	TAX		3.83
			125.28
7/01/2020	Water O&M	34	36.06
7/01/2020	Sewer O&M	34	23.23
7/01/2020	Strm Sewer		5.25
7/01/2020	Sewer Cons		1.69
7/01/2020	Rsrc Rcvry		1.50
	TAX		2.16
			69.89
6/01/2020	Water O&M	29	32.82
6/01/2020	Sewer O&M	29	21.06
6/01/2020	Strm Sewer		5.25
6/01/2020	Sewer Cons		1.69
6/01/2020	Rsrc Rcvry		1.50
	TAX		1.97
			64.29
5/01/2020	Water O&M	1	14.71
5/01/2020	Sewer O&M	1	8.88
5/01/2020	Strm Sewer		5.25

ACCOUNT NUMBER 4860001 STATUS Active
NAME WILLIAM HOLSTINE (515)382-6873
PROPERTY 1330 H AVE

✓ SERIAL # MULTIPLIER DIGITS INS DATE SERV DATE LOCATION NOTE
✓ 1540870970 5 5/29/2001
A 1540870970 5 10/19/2015 5/29/2001

CLL DATE	SERV	READ DATE	PRES	PREV	EST	BILL CONS	CHARGE
01/2020	SW	9/01/2020	2253	1776		477	259.12
01/2020	SW	8/03/2020	1776	1638		138	82.17
01/2020	SW	7/01/2020	1638	1564		74	48.76
01/2020	SW	6/01/2020	1564	1530		34	23.23
01/2020	SW	5/01/2020	1530	1501		29	21.06
01/2020	SW	4/01/2020	1501	1500		1	8.88
01/2020	SW	3/02/2020	1500	1500			8.44
01/2020	SW	2/03/2020	1500	1494		6	11.05
01/2020	SW	1/02/2020	1494	1457		37	24.54
01/2020	SW	12/02/2019	1457	1439		18	16.27
01/2019	SW	11/01/2019	1439	1413		26	19.75
01/2019	SW	10/01/2019	1413	1388		25	19.32
01/2019	SW	9/03/2019	1388	1337		51	30.63
01/2019	SW	8/01/2019	1337	1295		42	26.71
01/2019	SW	7/01/2019	1295	1279		16	15.40
01/2019	SW	6/03/2019	1279	1223		56	32.80
01/2019	SW	5/02/2019	1223	1218		5	10.62
01/2019	SW	4/02/2019	1218	1217		1	8.88
01/2019	SW	3/01/2019	1217	1217			8.44
01/2019	SW	2/01/2019	1217	1199		18	16.27
01/2019	SW	1/02/2019	1199	1186		13	14.10
01/2019	SW	12/03/2018	1186	1162		24	18.88
01/2018	SW	11/01/2018	1162	1132		30	21.49
01/2018	SW	10/01/2018	1132	1111		21	17.58
01/2018	SW	9/04/2018	1111	1066		45	28.02
01/2018	SW	8/01/2018	1066	988		78	42.37
01/2018	SW	7/02/2018	988	940		48	29.32
01/2018	SW	6/01/2018	940	907		33	22.80

CLL DATE	SERV	DMD ACTUAL	DMD BILLED	MULT	DMD TOTAL	CHARGE
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CLL DATE	SERV	READ DATE	PRES	PREV/DMD	MULT	CONS	LST YR	PCT CHNG
01/2020	SW	9/01/2020	2253	1776		477	51	835.29
01/2020	SW	8/03/2020	1776	1638		138	42	228.57
01/2020	SW	7/01/2020	1638	1564		74	16	362.50
01/2020	SW	6/01/2020	1564	1530		34	56	39.29-
01/2020	SW	5/01/2020	1530	1501		29	5	480.00
01/2020	SW	4/01/2020	1501	1500		1	1	
01/2020	SW	3/02/2020	1500	1500				
01/2020	SW	2/03/2020	1500	1494		6	18	66.67-
01/2020	SW	1/02/2020	1494	1457		37	13	184.62

Item # 9B
Date: 10/12/2020

Resolution No. 039 (2020/2021)
Approve Social Media Policy
Page 1 of 1

RESOLUTION NO. 039 (2020/2021)

A RESOLUTION APPROVING A SOCIAL MEDIA POLICY FOR THE CITY OF NEVADA

WHEREAS, the Social Media Policy for the City of Nevada has been recommended to the council for approval; and

WHEREAS, the Nevada City Council has reviewed the policy and is in agreement with the Policy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Iowa, hereby approves the Social Media Policy for the City of Nevada (Exhibit A).

PASSED AND APPROVED this 12th day of October, 2020.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 039 (2020/2021) be adopted.

Ayes: —
Nays: —
Absent: —

The Mayor declared Resolution No. 039 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 039 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 12th day of October, 2020.

Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2020-2021\039-Social Media Policy.doc



Social Media Policy

The City of Nevada has established a social media presence for the purpose of presenting matters of public interest to City patrons or constituents. The City has adopted a Social Media Policy to establish procedures for the establishment and use of the City social media sites, which policy is available for inspection from the City. The following information is intended to inform users of the City social media sites of the City policies for posting comments and other information on City social media sites.

Nothing in this policy shall be interpreted to prohibit or infringe upon communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor laws.

GENERAL POLICY

1. City social media sites should make clear that they are maintained by the City of Nevada and that they follow the City's Social Media Policy.
2. Wherever possible, City social media sites should link back to the official City of Nevada website for forms, documents, online services, and other information necessary to conduct business with the City of Nevada.
3. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines must be retained by the Social Media Administrator(s) for a reasonable period of time, including the time, date and identity of the poster, when available.
4. These guidelines must be displayed to users or made available by hyperlink.
5. The City of Nevada's website will remain the City's primary and predominant Internet presence.
6. All City social media sites shall adhere to applicable federal, state and local laws, regulations and policies.
7. City social media sites are subject to the Iowa Open Records Act. Any content maintained in Social Media format that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure. For Public Records Act requests, please contact the City Clerk's office directly.
8. Comments on topics or issues not within the jurisdictional purview of the City of Nevada may be removed.
9. The City reserves the right to deactivate the comment feature on City social media sites at any time without prior notice.

10. Employees representing the City government via City social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.
11. Employees shall not engage, comment or post using their personal accounts and claim or otherwise indicate they are communicating officially on behalf of the City or representing the City with their comments.
12. This Social Media Policy may be revised at any time.

COMMENT POLICY

The City encourages users of City social media sites to post comments relating to City events, programs, and other activities. However, this site is not intended to be a public forum and the comments and discussions that take place on this site will be moderated by the City for compliance with this City Social Media Policy. As a public entity, the City must abide by certain standards to serve all its constituents in a civil and unbiased manner. Comments containing any of the following inappropriate forms of content will not be permitted on City social media sites and are subject to removal and/or restriction:

1. Comments not related to the original topic, including random or unintelligible comments;
2. Profane, obscene, violent, sexual, or pornographic content and/or language;
3. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, mental or physical disability, age, religion, gender, sexual orientation, gender identity, or national origin;
4. Defamatory statements or personal attacks;
5. Threats to any person or organization;
6. Solicitation of commerce, including advertising of any business or product for sale;
7. Conduct in violation of any federal, state, or local law;
8. Encouragement of illegal activity;
9. Information that may tend to compromise the safety or security of the public or public systems;
10. Spam or links to other sites;
11. The promotion of services, products, or activities not related to City business;
12. Content in support of or opposition to political campaigns or ballot measures;
13. Content pertaining or confidential or privileged information or pending litigation involving the City; or
14. Content that violates a legal ownership interest, such as a copyright or trademark.

Comments that contain the following protected information should be immediately removed: social security numbers, financial account numbers, dates of birth, names of minor children, and individual taxpayer identification numbers.

The City reserves the right to restrict or remove any content that is deemed in violation of this City Social Media Policy, or any applicable law. The City also reserves the right to deny access to City social media sites for any individual who violates this Social Media Policy, at any time and without prior notice.

A comment posted by a member of the public on any City social media site is the opinion of the poster only, and publication of a comment does not imply endorsement of, or agreement by, the City, nor do the comments necessarily reflect the opinions or policies of the City.

Each type of social media maintains a “Terms of Use” agreement. All comments posted to any City social media site are bound by those Terms of Use and the City reserves the right to report any user violation.

City Administrators Report

September 24-October 08

Wellness Program:

(September 25th) The employee tailgate went well; we had a little more than half the staff there. We received good feedback over this event and would like to hold one yearly. We are talking about having a Holiday party at the Bowling alley but still need to figure out the logistics. Thank you for those who were able to make it.

Story County Water Monitoring:

(October 5th) We continue to hold meetings regarding water quality in the Nevada area. We are coming up with a game plan of what goals we are wanting to accomplish regarding water quality and how it can affect habitat and recreational users of water trails.

Board of Adjustments:

Still waiting for the next board of adjustments meeting, I believe we have come up with a solution by moving the line to the other side of the property. We have gone out for bids and received a high interest and they were all under the bidding amount which is very promising.

Wage Study:

(On going) The Austin Peters group are fast movers; they have completed the compensable factors of job descriptions and have many done. They will be discussing more information this next week on the scoring parameters.

Way Finding Signage:

I have been working on finding several companies to provide information about wayfinding material for our community. I will be sending an email out to the Betterment committee in order to figure out what our next steps should be.

Bump-out uses

I have been researching different uses for bump-outs. A DT Business owner made a comment about either decorating them during holiday seasons and having some sort of outdoor seating in the area. I will need to check with Erin about the liability of this.

MetroNet:

(October 1st) Kerin and I met with Jon Rodd to talk about future services MetroNet can offer. We have discussed phone, internet and other available features for city facilities. I am trying to work out a deal to get us a better pricing for all services in order to save some money.

UPDATES:

Verbio Annexation:

Waiting on Ames, Verbio does own the land now.

On Track:

Final plat is on next meeting, waiting to hear back from him about the development agreement.

Burke:

Wastewater Agreement next

South Glen:

We have discussed all issues with agreement.

Website RFP:

We have seen both presentations from both groups. There are some things we would like to know before a final decision is made to bring to the council.

-End of Report-



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police



Ray Reynolds
Director of Fire & EM

Cathy Jager
Chief's Assistant

Josh Cizmadia
Police Sergeant

Chris Brandes
Police Sergeant

To: Mayor and City Council

From: Ricardo Martinez II, Public Safety Director/Chief of Police

Date: Wednesday, October 7th, 2020

Ref: Report for City Council Meeting for Monday, October 12th, 2020

Training

Sgts Josh Cizmadia and Chris Brandes start the School of Police Staff & Command this Monday, 10/12/2020. As a reminder, this is a ten week school which alternates two weeks training, two weeks on regular duty, then school. This was to take place this past spring but was postponed because of COVID-19. Both Sergeants have been looking forward to this opportunity. Tentative graduation date is Friday, February 12th, 2021.

Criminal Justice Reform Bill HF2647 passed in June 2020 by the Iowa Legislature addresses several items which directly affect Law Enforcement, with one of the edicts requiring Implicit Bias. DFE Reynolds recently was certified as a Trainer for Implicit Bias. This two-day training will allow him to use this new skill with our police to meet this requirement; additionally, Chief Reynolds will be able to provide this training to First Responders as well.

Staffing

Chris Brown resigned effective August 30th, 2020. Chris stated he realized police work is not suited for him.

Andrew Swanson resigned effected September 30th, 2020. Andrew was approached by the Chief of Police in Madrid who offered him the same salary and agreed to pay off his Employment Contract. Andrew grew up on Madrid and currently lives with his parents who farm outside of Madrid. Andrew will be able to help on the farm more.

With Officer Bailey on Military Deployment until July 2021, and two openings, our schedule will be in fluctuation for several months. Our Senior Officers, Sergeants, and DFE are familiar with short staff schedules, adjusted schedules, long shifts, as we have in the past, we will get through this.

As a reminder, short staffing levels lead to schedule changes which are primary reasons why we lose officers. The solution is increased staffing and a competitive wage. The current Wage & Salary Study will assist with one aspect of this on-going dilemma.

The hiring process has started. Sgt. Cizmadia has had one Facebook Live broadcast this past Friday, 10/2/2020, with another scheduled this next Friday, 10/9/2020. We currently have a reserved training slot at ILEA for both the January 2021 and April 2021 Basic School. If fortune smiles upon us we may hire a certified officer which we can get on the road sooner.

Sex Offender Registry Verification

Compliance checks are done on monthly by the NPSD as staffing and calls for service allow.

Vehicle

Vehicle #23 is up and on line. This is the replacement of vehicle #22 which was one of the first Ford Explorer's purchased when the Crown Victoria vehicles were discontinued by Ford. The change provided increase storage capacity because of their EMT bags & equipment.

Vehicle #77 has been purchased and is currently parked at City Hall. Keltic is our vendor used for installs and is currently backed up on orders. #77 will not be outfitted until after the first of the year.

Respectfully submitted,

Ricardo Martinez II
Public Safety Director
Chief of Police

For: October 12, 2020 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Shanna Speer, Library Director

**Nevada Public Library
Council Report**

- Library staff and I have developed a Phase 2.5. We are scheduling a special meeting with the board for approval.
- Travis is meeting virtually with students in Miss Weber's research class to make sure everyone is able to check out and so they know how to place reserves. Miss Weber's classes come each semester to check out books to use for the papers they write.
- Travis met with the TAG group via Zoom to discuss ways to engage middle and high school students. This is always a tough group to draw in. They are working on developing a trivia event. Other projects they discussed were crafts and book clubs.
- Raising Readers of Story County is gathering volunteers to read storybooks to kids over Zoom. Please pass this information along to anyone who may be interested.
- Amanda and I attended the Association of Rural and Small Libraries conference last week. It was supposed to be in Wichita, KS, but had to be moved to a virtual platform. The virtual platform worked well for the sessions. We missed being able to network and make connections like we can at meals and in between sessions during the in-person conference.
- Library staff will be attending the Iowa Library Association conference sessions on October 16.

LIBRARY BOARD OF TRUSTEES MONDAY, SEPTEMBER 21, 2020, 5:00 P.M.

Chairperson Adam Riedell presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, September 21, 2020 at 5:06 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: Elizabeth Klaes, Peter Korsching, David Morris, and Adam Riedell. Absent: Allison Severson.

Others in attendance were Library Director Shanna Speer, Assistant Library Director Amanda Bellis, and Donna Mosinski.

Motion by Board Member Peter Korsching, seconded by Board Member David Morris, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: Korsching, Morris, Riedell, and Klaes. Nays: None. Chairperson Adam Riedell declared the motion carried.

There was no one present who wished to address the Board at this time. However, a patron had sent an email requesting the library open.

Motion by Board Member Elizabeth Klaes, seconded by Board Member Peter Korsching, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the August 17, 2020 regular meeting
- (2) Approve September 2020 **claims** totaling \$6,824.10 (see attached list)
- (3) Accept and place on file the Director's **memo** dated September 18, 2020
- (4) Accept and place on file the August 2020 **financial report**

The roll being called, the following named board members voted. Ayes: Klaes, Korsching, Morris, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried.

Motion by Board Member Peter Korsching, seconded by Board Member Elizabeth Klaes, to update the Mission Statement with the two changes and adopt the ILA Statement. The roll being called, the following named board members voted. Ayes: Korsching and Klaes. Nays: Morris and Riedell. Chairperson Adam Riedell declared the motion failed.

Motion by Board Member Peter Korsching, seconded by Board Member David Morris, to update the Mission Statement with the two changes. The roll being called, the following named board members voted. Ayes: Korsching, Morris, Riedell, and Klaes. Nays: None. Chairperson Adam Riedell declared the motion carried.

For Continuing Education, the board watched a video about Fine Free Libraries and discussed the topic for 26 minutes.

The board discussed the Hot Spot Policy.

The board discussed the Reopening Status of the library and the phases of reopening. They discussed possibly adding another phase between yellow and green as a partial opening.

The ILA Conference is virtual and Shanna asked the board to be closed on that day so all staff could watch. The conference will be taped allowing some staff to watch it later.

The next meeting will be held at 5:00 p.m. Monday, **October 19, 2020**.

There being no further business to come before the Board, it was moved by Board Member Peter Korsching, seconded by Board Member David Morris, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Korsching, Morris, Riedell, and Klaes. Nays: None. Chairperson Adam Riedell declared the motion carried. At 6:52 p.m. he adjourned the meeting.

ATTEST:

Elizabeth Klaes, Secretary

Adam Riedell, Chairperson

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



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

October 2020

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

The FY2021/2022 Budget Season has begun. Capital Equipment Revolving worksheets went out to departments. The line item budget worksheets will go out this week. Our kickoff Council Budget Committee meeting is scheduled for October 12th after the regular meeting. I have heard from one council member that would rather have the Budget Workshop on the opposite Monday of a council meeting, which would be February 1st. If no one has any objections to that I will make that change and plan on February 1st unless something comes up before then.

Staff has been preparing the Employee Benefits. We have received our renewal and are working with our attorney and health insurance benefit consultant to find the best solution for everyone.

Preparing for several development agreements and working closely with our attorneys.

They are still working on the audit. Hopefully they should be through asking for documents and questions by the end of next week. It has been a challenging year being totally virtual and we also had new auditors this year so they were learning our processes.

Our City Hall custodian has resigned. However, the individual that was doing our sanitizing is going to take on additional duties.

Interviewing with The Austin Peters Group for the wage study. Also meeting with the website committee to review the RFPs and participate in some demonstrations.

Upcoming conferences:

IMFOA (Iowa Municipal Finance Officers Association) Conference, October 22nd and 23rd on site in DM
Iowa Employment Conference, October 21st (virtually)



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police



Ray Reynolds
Director of Fire & EMS

Cathy Jager
Chief's Assistant

Josh Cizmadia
Police Sergeant

Chris Brandes
Police Sergeant

MEMORANDUM

TO: Ricardo Martinez, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: October 2, 2020

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

Total Calls to date for 2020:	549
Fire calls for Sept. 2020:	3
EMS calls for Sept. 2020:	53
Good intent calls for Sept. 2020:	5
Community Events for Sept. 2020:	2
Narcan administered this month:	0

Dilapidated properties

City Administrator Cook and I toured several properties throughout the community which have been vacant and are being left to deteriorate. Some properties have collapsing roof structures, holes in the siding which are infested by animals, and broken or boarded up windows. I will be documenting these properties in the near future and sending notice to remedy the property or prepare for city action. My motivation stems from several national tragedies where firefighters died in vacant properties because the presence of squatters could not be ruled out. There are some properties where people have broken into the property to engage in illicit drug activity. Expect to see more movement on this front.

310 engine issues

The 1997 Spartan "rural" engine is starting to produce some pumping issues. On more than one occasion, the engine would not properly go into pump gear. The operator had to go back out of pump gear and try the process a couple of times. We plan to look into the issue and potential for a fix. The engine is 23 years old. The members understand the capital account does not support the purchase of a new fire engine. My concerns involve how long this engine will be reliable or become less reliable. We will research this issue and provide some solutions. The State of Iowa currently has a zero interest revolving loan program, there are many 10 year old engines some cities cycle out that are for sale, and quite honestly, maybe a retrofit of the pump is needed. Nothing earth shattering now, but you should be kept up to date on some gremlins this engine is starting to throw at us.

New hydrants

The new 5 inch Storz hydrants are wonderful and really suit our future plans nicely. Matt Runge from OnTrack has purchased 3 adaptors that work to connect our 4 inch hose to the 5 inch Storz hydrant. He has donated these couplings to the fire department. This adaptor will buy our department some time to research the potential benefits of switching our fire hose to a 5 inch size. The research I have conducted from other fire chiefs and some of the members suggests maybe we stay with 4 inch large supply hose and replace the sections that failed the hose test versus changing our engine connections and hose size. We are appreciative of the partnership between the various city departments (water and building departments) as well as the relationship with the Main Street contractor OnTrack.



New UHP pickup delivery

The replacement for the 13 year old F-350 rural attack truck has been delivered. The picture you see here is the delivery look. The vehicle's box was removed by Ford as agreed and the vehicle received undercoating, rugged tires, and a front bumper guard. The flatbed is being installed this week and the vehicle will go to Deery Motors to have the UHP unit installed. This pickup will allow storage of SCBA and other mounted hand tools in the super cab space behind the operator and passenger. What a nice addition to the fleet as we expand our UHP capabilities.



Fair and impartial policing

On September 22-23, I attended a national program to become a certified implicit bias instructor. FIP stands for Fair and Impartial Policing. It is important to note while many media outlets are claiming systemic racism is involved in policing, the research from the class actually disproves that theory and shows the human bias's every person has along with our brain's ability to fill in the gaps in an unconscious manner may be influencing policing decisions. The program taught to officers is an 8 hour program and meets the current two hour state requirement passed by the Iowa Legislature. The department has already met the two hours with other training. Interestingly, this program comes with scenarios and can be plugged into our department policy without overwhelming the officers. An example of implicit bias provided during the class was the Susan Boyle example on the show *Britain's Got Talent*. Susan Boyle's appearance as described by the audience was "homely, pudgy, a little goofy, and not of star quality." Deep down inside, the audience was hoping she would fail. The entire audience and TV audience were taken back as she presented one of the most beautiful opera voices heard. This was a great example of implicit bias, where people made quick judgements and it did not match the reality.

Hose testing

The last two Wednesday trainings, the department has been testing all of our fire hose. NFPA is a national fire service standard which mandates fire departments burst test and pressure test fire hose annually. The standard requires a fire hose to be filled full of water and pressurized to 300 PSI. The fire hose must be maintained for 5 minutes at that elevated pressure. Normal fire ground operating pressures are between 100-150 psi. The department lost 6-100 foot sections of 4 inch LDH and 1-50 foot section of 1-3/4 inch hose. The large hose had pin-hole leaks and started separated from the coupling ends. Luckily it was some of the oldest hose we carried. Glad we found it during tests compared to on a fire scene when we needed the hose to work. One section was damaged when a car drove over the hose at the August 11th house fire. We plan to address fire hose in our next year budget.



Fire Prevention Week

The fire department will still engage in the coloring contest this year during fire prevention week. The kids will be riding in the engines with windows down and wearing masks. The kids will be dropped off at school. The department continues to disinfect our vehicles after uses. The school was provided with a fire prevention week kit of fun activities. We feel for this year, this may be the best option while still having a fire prevention week presence.

