



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, NOVEMBER 22, 2021 – 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 may be meeting in the Council Chambers, however, seating is limited to ensure social distancing, all others are encouraged to participate via Zoom, so long as that option is available, due to the COVID-19 Pandemic.
<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQl9ML0ZOeEIOdz09>

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, November 22, 2021***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on November 8, 2021
 - B. Approve Payment of Cash Disbursements, including Check Numbers 76819-76902 and Electronic Numbers 1019-1024 (Inclusive) Totaling \$1,161,242.35 (See attached list)
 - C. Approve the Cancellation of the second meeting of December, 2021
 - D. Approve 2022 Meeting Dates

- E. Approve 2022 Wellness Program
- F. Accept and File the Annual Financial Report for FY20/21
- G. Approve Banner on City Hall fence for Christmas On Main event held on December 11th.

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

A.

6. OLD BUSINESS

- A. Approve Pay Request No. 17 for Central Business District Infrastructure Project from Con-Struct Inc., in the amount of \$446,109.90
- B. Approve Change Order No. 1 for the WWTF Improvements-Phase 2 Project from Williams Brothers Inc in the amount of \$10,013.27

7. NEW BUSINESS

- A. Resolution No. 026 (2021/2022): A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year which include: (Almaco, \$30,000); (NEDC-membership, \$65,000); (Van Houweling, \$44,000); (R Friedrich & Sons/LMI, \$143,603); (Mid-States Material Handling, \$21,808); (Verbio, \$94,302); (ROSK Development, LLC/LMI, \$29,246); (M&R Properties Iowa, LLC, \$5,289)
- B. Resolution No. 027 (2021/2022): A Resolution approving Tax Increment Financing (TIF) indebtedness certification and directing the certification to be filed no later than December 1, 2021
- C. Resolution No. 028 (2021/2022): A Resolution setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Evie and Seth Peterson, Including Annual Appropriation Tax Increment Payments
- D. Resolution No. 029 (2021/2022): A Resolution setting a Date of Meeting at which it is proposed to Approve a Development Agreement with JLA, LLC and Kathy Kockler, Including Annual Appropriation Tax Increment Payments
- E. Resolution No. 030 (2021/2022): A Resolution Authorizing Economic Development Grant to Harmony Clothing Closet
- F. Resolution No. 031 (2021/2022): A Resolution setting time and place of public hearing to consider amendments to the Code of Ordinances of the City of Nevada, Iowa

G. Resolution No. 032 (2021/2022): A Resolution approving Economic Development Grant Agreement with Camelot Theater Foundation

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

9. ADJOURN

The agenda was posted on the official bulletin board on November 18, 2021, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2021-2022\2021-11-22.DOC



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, NOVEMBER 22, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

6. OLD BUSINESS

- A. Approve Pay Request No. 17 for Central Business District Infrastructure Project from Con-Struct Inc., in the amount of \$446,109.90
Enclosed you shall see the Pay Request from Con-Struct for the Central Business district
- B. Approve Change Order No. 1 for the WWTF Improvements-Phase 2 Project from Williams Brothers Inc in the amount of \$10,013.27
Enclosed you will find a Change order for improvements done during Phase 2 of our WWTP

7. NEW BUSINESS

- A. Resolution No. 026 (2021/2022): A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year which include: (Almaco, \$30,000); (NEDC-membership, \$65,000); (Van Houweling, \$76,000); (R Friedrich & Sons/LMI, \$153,729); (Mid-States Material Handling, \$27,926); (Verbio, \$68,612)
Enclosed you shall find a resolution obligating funds from Urban Renewal Tax Revenue fund for certain projects expanding in the Nevada Community.
- B. Resolution No. 027 (2021/2022): A Resolution approving Tax Increment Financing (TIF) indebtedness certification and directing the certification to be filed no later than December 1, 2021
Enclosed you shall find a resolution to file the City's indebtedness certification incurred to construction improvements and directing it to be filed by December 1, 2021.
- C. Resolution No. 028 (2021/2022): A Resolution setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Evie and Seth Peterson, Including Annual Appropriation Tax Increment Payments
Enclosed you shall find a certain Development Agreement in connection to the redevelopment of an existing commercial building, such building to include catering, office, and conference space in the Urban Renewal Area to provide financial incentives to developers in a form of a grant and annual appropriation incremental property tax payment.

- D. Resolution No. 029 (2021/2022): A Resolution setting a Date of Meeting at which it is proposed to Approve a Development Agreement with JLA, LLC and Kathy Kockler, Including Annual Appropriation Tax Increment Payments
Enclosed you shall find a certain Development Agreement in connection to the redevelopment of a Mixed-used building, including commercial retail space in the Urban Renewal Area to provide financial incentives to developers in a form of a grant and annual appropriation incremental property tax payment.
- E. Resolution No. 030 (2021/2022): A Resolution Authorizing Economic Development Grant to Harmony Clothing Closet
Enclosed you shall find a resolution for the city to provide public funds for a grant in connection with its business operations within the city.
- F. Resolution No. 031 (2021/2022): A Resolution setting a Public Hearing to Set Public Hearing for Recodification or Ordinances for December 13th or put in consent agenda
Enclosed you shall find a sheet of all the updated ordinances for recodification.
- G. Resolution No. 032 (2021/2022): A Resolution approving Economic Development Grant Agreement with Camelot Theater Foundation
Enclosed you shall find a resolution approving economic development assistance for The Camelot Theater Foundation to acquire the former Camelot Theater building for redevelopment purposes that will diversify and generate new opportunities for Nevada and Iowa Economies.

NEVADA CITY COUNCIL - MONDAY, NOVEMBER 8, 2021 6:01 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 6:01 p.m. on Monday, November 8, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Luke Spence (via Zoom), Sandy Ehrig, Dane Nealson, Jason Sampson, Brian Hanson. Absent: Barb Mittman.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Mike Roth, Larry Stevens, Ric Martinez, Jeremy Rydl and Ray Reynolds.

Also in attendance were: Alex Foley, Brenda Dryer, Steve Skaggs and Matt Mardesen.

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. Nay: None. The Mayor declared the motion carried.

4. PUBLIC HEARING(S)

A. Wastewater Treatment Facility Improvement Project- Phase 3

1. Public Hearing – on proposed plans, specifications, form of contract and estimate of cost for the Wastewater Treatment Facility Project-Phase 3

At 6:03 p.m. Mayor Barker announced that this is the time and place set for a public hearing as advertised in the Nevada Journal on October 21, 2021. The public hearing is for the proposed plans, specifications and form of contract for the WWTF-Phase 3.

There were no written or oral objections to the aforementioned recommendation. At 6:03 p.m. Mayor Barker closed the public hearing.

2. Resolution No. 024 (2021/2022): A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Wastewater Treatment Facility-Phase 3 Project

Motion by Jason Sampson, seconded by Sandy Ehrig, to adopt Resolution No. 024 (2021/2022). After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Nealson, Spence. Nay: None. The Mayor declared the motion carried.

3. Consideration of Bids for the Wastewater Treatment Plant Project-Phase 3

4. Resolution No. 025 (2021/2022): A Resolution awarding contract for the Wastewater Treatment Facility Project-Phase 3

Motion by Sandy Ehrig, seconded by Brian Hanson, to **adopt Resolution No. 025 (2021/2022).** After due consideration and discussion the roll was called. Aye: Ehrig, Hanson, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

B. CDBG, Microenterprise Grant

1. Public Hearing – for citizen participation requirements regarding the city's CDBG Microenterprise Assistance Application for working capital, equipment, building improvements and related costs necessary to sustain and expand a microenterprise

At 6:07 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **November 4, 2021.** The public hearing is **for the CDBG, Microenterprise Grant for citizen participation.** Alex Foley from Region XII briefed the council on the grant.

There were **no written or oral public comment** to the aforementioned. At 6:09 p.m. Mayor Barker closed the public hearing.

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

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

- A. Approve Minutes of the Regular Meeting held on October 25, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 76741-76818 and Electronic Numbers 1016-1017 (Inclusive) Totaling \$387,182.00 and Great Western Card purchases, Total: 3,742.49
- C. Approve Financial Reports for Month of September, 2021
- D. Approve Banner on City Hall fence for Historical Society's Holiday Bazaar
- E. Accept and File Street Finance Report for FY20/21
- F. Accept and File Urban Renewal Report for FY20/21

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

6. PUBLIC FORUM

- A. Mayor Barker swore in Part-time Police Officer Matthew Mardesen

7. OLD BUSINESS

- A. Approve Pay Request No. 5 for the Wastewater Treatment Facility Project-Phase 2 from Williams Brothers in the amount of \$781,384.10

Motion by Sandy Ehrig, seconded by Brian Hanson, to **approve Pay Request No. 5 for the Wastewater Treatment Facility Project-Phase 2 from Williams Brothers in the amount of \$781,384.10.** After due consideration and discussion the roll was called. Aye: Ehrig, Hanson, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

- B. Discussion and Appropriate Follow up on Fireworks Ordinance

After due consideration and discussion the council took no action.

8. NEW BUSINESS

- A. Discussion and Appropriate Follow up on request from Resident at 706 E Avenue regarding the Utility Bill

Motion by Brian Hanson, seconded by Dane Nealson, to **approve staff recommendation and allow a 6-month payment plan for 706 E Avenue.** After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

9. REPORTS:

City Administrator Cook reported on the meetings he attended. He participated in a virtual meeting with Iowa Senators, met with FirstNet, Alliant and the Ames Resource Recovery personnel.

Mayor Barker reminded all of the Fieldhouse ceremonial groundbreaking at SCORE tomorrow. He congratulated ALMACO for being a finalist for Manufacturing Technology Company of the Year Award.

Council member Nealson congratulated Council member Elect Skaggs.

NEDC Director Dryer recognized ALMACO on their accomplishment. She will be assisting at a career fair and attending the Fieldhouse groundbreaking. The CAT grant awards should be announced the first week of December.

Director of Fire/EMS Reynolds updated council on 102 K Avenue.

City Clerk Wright advised the budget process is progressing. Next council meeting will be the Annual Financial Report and the TIF Certification.

City Engineer Stevens advised next meeting he will have a full report on the projects. The CBD Project is getting close to being completed.

City Attorney Clanton noted the city acquired the tax sale certificate on 102 K Avenue and there is a 90-day foreclosure window. The window ends the middle of December.

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 6:37 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____
Council Approved: _____

Item # 4B
Date: 11/22/21

CITY OF NEVADA
CLAIMS REPORT FOR NOVEMBER 22, 2021
11/9/21 THRU 11/22/21

VENDOR	REFERENCE	AMOUNT	CHECK #
WILLIAMS BROTHERS CONST	WWTF PHASE 2 PR#5	781,384.10	76819
ALLIANT	ALL-UTILITIES	3,349.83	76820
QUILL	LIB-SUPPLIES	50.05	76821
VAN WALL	STS/FD-FITTINGS/SAW RPR	421.20	76822
COMPUTER RES SPEC	LIB-IT SVCS	1,057.50	76823
VERIZON	PD/LIB/WTR/WWT-SVC	600.21	76824
BAKER & TAYLOR	LIB-MATERIALS	1,525.23	76825
STORY CO MEDICAL CTR	LIB-#608/GRANT/ZAGLOBA RECRUITMENT	743.00	76826
IA COMMUN NETWORK	LIB-LONG DISTANCE	7.77	76827
DEMCO	LIB-TAPE	83.15	76828
STORY CO EXTENSION	STS-RYDL TRNG	35.00	76829
NEVADA HARDWARE	ALL-SUPPLIES	1,984.91	76830
AMAZON.COM	LIB-DVD	201.69	76831
CENGAGE LEARNING	LIB-MATERAILS	319.62	76832
MIDWEST TAPE	LIB-DVD	93.71	76833
ADVANTAGE ARCHIVES	LIB-ARCHIVING	135.00	76834
TREASURER STATE OF IA	SALES TAX 11/1-15/2021	5,383.61	1019
TREASURER STATE OF IA	WET 11/1-15/2021	11,580.06	1020
IPERS	IPERS	34,515.32	1021
TREASURER STATE OF IA	STATE TAX	8,885.00	1022
EFTPS	FED/FICA TAX	27,964.82	1023
GREAT WESTERN	ALL-SUPPLIES	3,742.49	1024
AMER'N FAMILY LIFE	AFLAC	1,231.62	76840
MISSION SQUARE	DEFERRED COMP	870.00	76841
COLLECTION SERVICES CTR	CHILD SUPPORT	1,022.85	76842
GREAT WESTERN	HSA	414.38	76843
FAREWAY	REC-SENIOR LUNCHEON	54.16	76844
ALLIANT	STS-K AVE	54.53	76845
FAST LANE AUTO CARE	STS-SUPPLIES	87.22	76846
NEVADA VET CLINIC	PD-ANIMAL CONTROL	1,798.93	76847
MATT SANI	ALL-GARBAGE SVC	605.00	76848
VAN WALL EQUIP	PKM-DUPLICATE CREDIT TAKEN	12.72	76849
SECRETARY OF STATE	PD-BAILEY NOTARY RENEWAL	30.00	76850
TATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,629.00	76851
RNOLD MOTOR SUPPLY	FD/PD/STS-ANTIFREEZE/OIL/FILTERS	66.96	76852
COMPLETE WILDLIFE CONTROL	PKM-BEAVER REMOVAL	199.00	76853
ACH	WTR-CHEMICALS	1,218.01	76854
STATE READY MIX	STS-CONCRETE	1,017.50	76855
ASSN MUNICIPAL UTIL	WTR-LUDWIG TRNG	225.00	76856
NEVADA ECONOMIC DEV	FY22 LOT SUPPORT	40,000.00	76857
MAIN STREET NEVADA	HISTORIC PRES-ADVERTISING	200.00	76858
CSD	ALL-FUEL	8,895.64	76859

ROBB MORGAN	STS-TREE REMOVAL	700.00	76860
IA DOT	STS-GREASE GUN	210.53	76861
GOOD AND QUICK	PD-#10 OIL CHANGE/SOLENOID	524.25	76862
DORSEY & WHITNEY	WWTF-BOND COSTS/JORDAN WELL	16,765.00	76863
IA IRRIGATION	CH-SPRINKLER SHUTDOWN	170.00	76864
STAPLES CREDIT	WWT-CABLE	49.99	76865
SANDRY FIRE SUPPLY	FD-SCBA MASKS	648.00	76866
O'HALLORAN	STS-FUEL TREATMENT	138.00	76867
GALLS INC	PD/FD-UNIFORM	1,236.64	76868
SHUCK-BRITSON	STS-BRIDGE INSP 8TH	1,216.68	76869
TOYNE INC	FD-#210 TURN SIGNAL LEVER RPR	803.14	76870
MPH INDUSTRIES INC	PD-BEE II WIRELESS REMOTE	270.45	76871
STAPLES ADVANTAGE	WTR/ADM/PKM/P&Z-SUPPLIES	189.70	76872
CON STRUCT	CBD-M/6TH PARKING	1,906.20	76873
WINDSTREAM	PD-PHONES	76.24	76874
CONSUMERS ENERGY	ALL-UTILITIES	6,135.56	76875
SAMS CLUB	REC/PD/WTR/ADM-SENIOR THKSGVNG/SUPPLIES	259.83	76876
HR GREEN	ALL-ENG	19,753.77	76877
IA DIVISION OF LABOR SE	CH-BOILER INSP	80.00	76878
MISSISSIPPI LIME	WTR-QUICKLIME	6,939.36	76879
A TEAM APPAREL	REC-BB SHIRTS	1,703.00	76880
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 12/2021	529.91	76881
CONSTRUCTION MATERIALS TESTING	CBD PROJ TESTING	1,090.25	76882
QUADIENT	ALL-POSTAGE	1,000.00	76883
AMAZON	ADM/WWT-SUPPLIES	174.67	76884
QUADIENT	ADM-MTR	135.00	76885
CLAPSADDLE-GARBER ASSC	P&Z-VERBIO ANNEX	3,012.00	76886
WEX BANK	ALL-GAS CARDS	364.81	76887
gWORKS	ADM-W2S	192.91	76888
DIVISION OF LABOR-ELEVATOR SAFETY	CH-ELEV INSPECT	175.00	76889
SHRED-IT	PD-SHREDDING	283.78	76890
R. FRIEDRICH & SONS	TIF FY22 PYMT (1ST HALF)	41,725.29	76891
MARTIN BROS DIST	REC-SENIOR THANKSGIVING	1,037.50	76892
BOUND TREE MEDICAL	EMS-MEDICAL SUPPLIES	52.67	76893
DEERY BROTHERS OF AMES	PD-#10 LIFTER/CAMSHAFT RPR	4,434.18	76894
MARCO	ALL-COPIER LEASE	799.00	76895
HUBER SUPPLY CO	EMS-SUPPLIES/O2 CYLINDER REFILL	208.70	76896
JMT TRUCKING	STS-TRUCKING	211.81	76897
MACQUEEN EQUIPT	STS-SB SEGMENT SET	581.08	76898
ON TRACK	STRM 7TH & I ABANDON	12,650.00	76899
CELLEBRITE	PD-SOFTWARE	4,300.00	76900
DAVE'S AUTO & TRUCK SERVICE	FD-#864 FUEL FILTER RPR	187.03	76901
WEST MARSHALL PTO	REC-BB REGISTRATIONS	4,734.40	76902
	Accounts Payable Total	1,082,352.12	
	Payroll Checks	78,890.23	
	***** REPORT TOTAL *****	1,161,242.35	

GENERAL	143,745.52
ROAD USE TAX	22,261.13
LOCAL OPTION SALES TAX	41,904.80
TAX INCREMENT FINANCING	41,725.29
LIBRARY TRUST	1,032.15
PARK OPEN SPACE	0.33
2021 STS 11TH/S14	5,868.00
CBD DOWNTOWN IMPR	10,687.19
2017 STS/WT/SE/STRM PROJ	1,255.50
WATER	50,200.85
JORDAN WELL	1,765.00
SEWER	30,768.18
SEWER CAP IMP PROJECT	796,384.10
LANDFILL/GARBAGE	56.02
STORM WATER	12,724.97
REVOLVING FUND	863.32
TOTAL FUNDS	<u>1,161,242.35</u>

CITY OF NEVADA
BOARD/COMMISSION MEETINGS
CALENDAR YEAR 2022

Item # 4D
Date: 11/22/21

CITY COUNCIL 2ND & 4TH MONDAYS CITY HALL - 6:00 PM
*Budget Mtg MEETING DATE
01/10/22
*1/24/2022
02/14/22
03/14/22
03/28/22
04/11/22
04/25/22
05/19/22
05/23/22
06/13/22
06/27/22
07/11/22
07/25/22
08/08/22
08/22/22
09/12/22
09/26/22
10/10/22
10/24/22
11/14/22
11/28/22
12/12/22
12/26/2022-cancelled

PLANNING & ZONING 1ST MONDAY CITY HALL - 6:15 PM
MEETING DATE
01/04/22
02/07/22
03/07/22
04/04/22
05/02/22
06/06/22
07/05/22
08/01/22
09/06/22
10/03/22
11/07/22
12/05/22

BOARD OF ADJUSTMENT TUESDAY AFTER 2ND MONDAY 10:00 AM - IF NEEDED	
PUBLICATION DEADLINE	MEETING DATE
12/23/21	01/11/22
01/27/22	02/15/22
02/24/22	03/15/22
03/24/22	04/12/22
04/21/22	05/10/22
05/26/22	06/14/22
07/21/22	07/12/22
07/21/22	08/09/22
08/25/22	09/13/22
09/22/22	10/11/22
10/27/22	11/15/22
11/24/22	12/13/22

HISTORIC PRESERVATION COMMISSION		
2nd Wednesday, Odd Months, 5:30 PM		
01/12/22		07/13/22
03/09/22		09/14/22
05/11/22		

**Bold/Italic - Not
normal dates**

LIBRARY BOARD 3RD MON 5:00 PM
01/17/22
02/21/22
03/21/22
04/18/22
05/16/22
06/20/22
07/18/22
08/15/22
09/19/22
10/17/22
11/21/22
12/19/22

SENIOR COMMUNITY CENTER BOARD 4th Wednesday, As Needed, 8:30 a.m.
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*Senior Center changed their dates
to , when needed

P&R BOARD 3RD WED 5:15 PM
01/19/22
02/16/22
03/16/22
04/20/22
05/18/22
06/15/22
07/20/22
08/17/22
09/21/22
10/19/22
11/16/22
12/21/22

*Historic Preservation changed
their date to Odd months

WELLNESS PROGRAM REWARDS/INCENTIVES January 1, 2022 – December 31, 2022

All permanent part-time and full-time employees are encouraged to participate in an incentive program, whereby successful completion of the required action items each year would result in the following incentives:

All employees who sign the City's wellness pledge on or before January 1, 2022, will be eligible in receiving incentives.

Wellness Incentive Program

1. Wellness Reimbursement

Upon verification that each individual activity has been completed, the following reimbursement will be provided within 30 days:

a. Annual Physical (including appropriate follow-up and age appropriate screening, such as Colonoscopy, Mammogram, PSA Test, or other cancer screening test)	\$100
b. Annual Blood Screening	\$50
c. Annual Dental Exam	\$50
Total	\$200

- **Bonus:** If an employee completes all three segments of the above wellness plan, they will receive an additional **\$100**.

d. Annual Vision Exam	\$50
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- **Extra Bonus:** If an employee completes Wellness Items #1 through #3 above and #4 vision exam; the employee will be able to **convert two (2) sick days to one (1) personal day or receive an additional \$50**. There must be at least 10 sick days left in your account after the conversion. The employee will receive a voucher for the day off and will have until June 30, 2023 to take the day off.

e. Vaccination Benefit	
• Proof of COVID vaccination (must present card)	\$50
• Proof of Flu vaccination (must present proof of)	\$24

The employee will complete the verification form with physician's signature, an Insurance EOB (Explanation of Benefits) or a Doctor's note and present it to payroll by the end of the year to request a reimbursement.

2. Major Lifestyle Change

All employees who consult with the Wellness representative (*Erin Mousef*) on or before January 1, 2022, to provide their goal to make a major lifestyle change (for example: quit tobacco use, no longer need blood pressure medication to maintain a healthy blood pressure, start an exercise program, have significant weight loss, or other significant lifestyle change approved by the representative) may receive **eight hours of paid leave** (or one paid wellness day) per calendar year, subject to department head approval. The employee may be eligible for this reward after May 1st. If the employee does not follow

through with the annual obligation after receiving the benefit, he or she will not be eligible for any incentives the following year.

3. Volunteerism

All **full-time** employees can elect to volunteer for a non-profit organization up to thirty (30) hours per calendar year. All permanent **part-time** employees can elect to volunteer for a non-profit organization up to sixteen (16) hours per calendar year. The volunteer time can take place during normal business hours with prior approval from their supervisor. If the volunteer hours are outside of the normal work hours, the employee can elect to take the same number of hours off duty with pay with prior approval from their supervisor. Volunteer hours earned off duty must be used off in the same calendar year they were earned.

Examples:

- John volunteers at the Nevada Middle School from 1:00 pm to 3:30 pm for a field trip, pending approval from his supervisor. John would be paid his regular hourly rate for the 2.5 hours he was volunteering for the Nevada Public School.
- Sally volunteers for the Lincoln Highway Days 5-K Run on Friday evening from 6:00 pm until 8:00 pm. Sally would be able to take 2 hours off work at a later date, pending supervisor approval.

4. Fitness

A. Work out at a Story County fitness center at least 8 times per month for a minimum of 30 minutes of exercise or weight training from January 1, 2022 – December 31, 2022, and you can request reimbursement after each month up to the amount of \$25 per month to be applied toward a fitness membership.

B. In lieu of requesting reimbursement each month for attending a fitness center, an employee may participate in a bike, run, walk, golf or softball events, verify paid entry/registration and request reimbursement after each event up to the amount of \$300 per year.

Note: This program and these rewards/incentives are for this year's program; therefore, these rewards/incentives are subject to change and may not be offered during next year's program. In addition, employees who do not take the wellness pledge are not eligible for any rewards or incentives.

Additional Incentive

1. Any full or part time employee who signs up for and participates in at least one (1) Wellness Program activity will receive a Nevada insulated water tumbler.
2. Any full or part time employee who completes any three (3) Wellness Program activities (1-4) will receive a Participation Day Incentive, allowing that employee to take a day off equivalent to their typical hourly day. Participation Days expire at the beginning of a fiscal year the following year after your day is received. An employee is allowed to roll over one (1) Participation Day and bank up to two (2) participation days. (*Payouts will not be given for a Participation day*)

Examples:

- John went to the dentist, volunteered and participated in Fitness on December 21, 2020, He received \$50 and a Participation Day which will expire on June 30, 2021.
- John has one (1) Participation Day he received on December 21, 2020. He went and had his annual blood draw, participated in a major lifestyle change and volunteered in January, 2021. He now will receive \$50 as well as another Participation Day. *(Because this is a new year, he is allowed to roll over his existing Participation Day and receive an additional Participation day because of a new year).*
- Sally has two (2) participation days and is concerned she will not have an opportunity to use both before the end of the fiscal year. *(Sally would be allowed to roll-over one (1) of her Participation days in to the following year).*

STATE OF IOWA 2021 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2021 CITY OF NEVADA, IOWA DUE: December 1, 2021	Item # <u>4F</u> Date: <u>11/22/21</u> 16208501000000 CITY OF NEVADA PO Box 530 NEVADA IA 50201-0530 POPULATION: 6925
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NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	3,940,058		3,940,058	3,859,776
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	3,940,058		3,940,058	3,859,776
Delinquent Property Taxes	0		0	0
TIF Revenues	909,423		909,423	949,646
Other City Taxes	1,333,092	0	1,333,092	989,911
Licenses and Permits	119,503	0	119,503	102,750
Use of Money and Property	513,554	114,862	628,416	293,600
Intergovernmental	2,105,579	0	2,105,579	1,294,161
Charges for Fees and Service	244,287	4,616,244	4,860,531	3,911,141
Special Assessments	0	0	0	1,000
Miscellaneous	103,251	49,405	152,656	2,297,250
Other Financing Sources	219,902	6,928,332	7,148,234	18,549,154
Transfers In	3,407,086	1,848,824	5,255,910	8,473,794
Total Revenues and Other Sources	12,895,735	13,557,667	26,453,402	40,722,183
Expenditures and Other Financing Uses				
Public Safety	1,815,581		1,815,581	1,982,113
Public Works	819,496		819,496	1,168,964
Health and Social Services	50,770		50,770	64,550
Culture and Recreation	1,395,939		1,395,939	1,910,815
Community and Economic Development	448,054		448,054	678,634
General Government	531,883		531,883	772,696
Debt Service	1,535,493		1,535,493	1,535,695
Capital Projects	3,951,218		3,951,218	13,543,000
Total Governmental Activities Expenditures	10,548,434	0	10,548,434	21,656,467
BUSINESS TYPE ACTIVITIES		9,057,724	9,057,724	10,165,494
Total All Expenditures	10,548,434	9,057,724	19,606,158	31,821,961
Other Financing Uses	0	0	0	
Transfers Out	3,157,087	2,098,823	5,255,910	8,473,794
Total All Expenditures/and Other Financing Uses	13,705,521	11,156,547	24,862,068	40,295,755
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-809,786	2,401,120	1,591,334	426,428
Beginning Fund Balance July 1, 2020	21,938,837	7,112,685	29,051,522	23,408,826
Ending Fund Balance June 30, 2021	21,129,051	9,513,805	30,642,856	23,835,254

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2021	Amount	Indebtedness at June 30, 2021	Amount
General Obligation Debt	12,575,000	Other Long-Term Debt	0
Revenue Debt	2,335,000	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	23,563,525

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

	Publication 11/18/2021
Signature of Preparer	
Printed name of Preparer	Phone Number
	Date Signed
Signature of Mayor or other City official (Name and Title)	

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REVENUE P2
CITY OF NEVADA
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2021
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes										
Taxes levied on property	1									1
Less: Uncollected Property Taxes - Levy Year	2	2,444,855	754,660	576,777	163,766		3,940,058		3,940,058	2
Net Current Property Taxes	3									3
Delinquent Property Taxes	4	2,444,855	754,660	576,777	163,766	0	3,940,058		3,940,058	4
Total Property Tax	5									5
TIF Revenues	6	2,444,855	754,660	576,777	163,766	0	3,940,058		3,940,058	6
Other City Taxes	7						909,423		909,423	7
Utility Tax Replacement Excise Taxes	8	25,342	7,830							8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9			5,382	1,702		40,256		40,256	9
Parimutuel Wager Tax	10						0		0	10
Gaming Wager Tax	11						0		0	11
Mobile Home Tax	12	17,922	5,534	3,796	1,199		28,451		28,451	12
Hotel / Motel Tax	13	7,682					7,682		7,682	13
Other Local Option Taxes	14		1,256,703				1,256,703		1,256,703	14
Total Other City Taxes	15	50,946	1,270,067	9,178	2,901	0	1,333,092	0	1,333,092	15
Section B - Licenses and Permits	16	111,283	240	7,980			119,503		119,503	16
Section C - Use of Money and Property	17									17
Interest	18	254,065	41,708				462,455	114,862	577,317	18
Rents and Royalties	19	28,759	1,765				30,524		30,524	19
Other Miscellaneous Use of Money and Property	20		20,575				20,575		20,575	20
Total Use of Money and Property	21						513,554	114,862	628,416	21
Section D - Intergovernmental	22	282,824	64,048	0	120,869	0				22
Federal Grants and Reimbursements	23									23
Federal Grants	24									24
Community Development Block Grants	25	259,661					305,565		305,565	25
Housing and Urban Development	26				45,904		0		0	26
Public Assistance Grants	27						0		0	27
Payment in Lieu of Taxes	28						0		0	28
	29						0		0	29
	30						0		0	30
	31						0		0	31
Total Federal Grants and Reimbursements	32	259,661	0	0	45,904	0	305,565	0	305,565	32

REVENUE P3
CITY OF NEVADA
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2021
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section D - Intergovernmental - Continued	41								41
State Shared Revenues	43								43
Road Use Taxes	44	1,017,404					1,017,404		1,017,404
Other state grants and reimbursements	48								48
State grants	49	71,580							49
Iowa Department of Transportation	50	27,446		14,969	484,913		598,908		598,908
Iowa Department of Natural Resources	51						0		0
Iowa Economic Development Authority	52						0		0
CEBA grants	53						0		0
Commercial & Industrial Replacement Claim	54						0		0
	55						0		0
	56						0		0
	57						0		0
	58						0		0
	59						0		0
Total State	60	71,580	0	14,969	484,913	0	1,616,312	0	1,616,312
Local Grants and Reimbursements									60
County Contributions	63	1,321					1,321		1,321
Library Service	64	42,388					42,388		42,388
Township Contributions	65						0		0
Fire/EMT Service	66	139,993					139,993		139,993
	67						0		0
	68						0		0
	69						0		0
Total Local Grants and Reimbursements	70	183,702	0	0	0	0	183,702	0	183,702
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	514,943	1,044,850	0	14,969	530,817	2,105,579	0	2,105,579
Section E - Charges for Fees and Service	72								72
Water	73						0	2,665,658	2,665,658
Sewer	74						0	1,701,794	1,701,794
Electric	75						0	0	0
Gas	76						0	0	0
Parking	77						0	0	0
Airport	78						0	0	0
Landfill/garbage	79						0	73,382	73,382
Hospital	80						0	0	0

REVENUE P4

CITY OF

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued	81									81
Transit	82									82
Cable TV	83									83
Internet	84									84
Telephone	85									85
Housing Authority	86									86
Storm Water	87									87
Other	88							175,398	175,398	88
Nursing Home	89									89
Police Service Fees	90	6,968					6,968		6,968	90
Prisoner Care	91									91
Fire Service Charges	92	1,904					1,904		1,904	92
Ambulance Charges	93									93
Sidewalk Street Repair Charges	94	431								94
Housing and Urban Renewal Charges	95									95
River Port and Terminal Fees	96									96
Public Scales	97									97
Cemetery Charges	98	17,565								98
Library Charges	99	637				4,860	22,425		22,425	99
Park, Recreation, and Cultural Charges	100	152,404	23,904				637		637	100
Animal Control Charges	101						176,308		176,308	101
	102	29,540	3,229							102
	103						32,769	12	32,781	103
Total Charges for Service	104	209,449	27,133	0	2,845	4,860	244,287	4,616,244	4,860,531	104
Section F - Special Assessments	106									106
Section G - Miscellaneous	107									107
Contributions	108	33,441	15,018				48,459		48,459	108
Deposits and Sales/Fuel Tax Refunds	109	5,608					5,608	20,887	26,495	109
Sale of Property and Merchandise	110	18,113	1,653				19,766	9,018	28,784	110
Fines	111	15,118					15,118		15,118	111
Internal Service Charges	112									112
	113	14,300					14,300	19,500	19,500	113
	114									114
	115									115
	116									116
	117									117
	118									118
	119									119
Total Miscellaneous	120	86,580	16,671	0	0	0	103,251	49,405	152,656	120

REVENUE P5

CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15, 16, 22, 71, 104, 106, and 120)	121 3,700,880	3,177,669	955,236	608,904	821,198	4,860	9,268,747	4,780,511	14,049,258	121
Section H - Other Financing Sources	123									123
Proceeds of capital asset sales	124 219,902						219,902		219,902	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125						0	6,928,332	6,928,332	125
Proceeds of anticipatory warrants or other short-term debt	126						0		0	126
Regular transfers in and interfund loans	127 1,040,491	286,188		96,562	921,511		2,344,752	1,848,824	4,193,576	127
Internal TIF loans and transfers in	128 134,426		59,277	868,631			1,062,334		1,062,334	128
	129						0		0	129
	130						0		0	130
Total Other Financing Sources	131 1,394,819	286,188	59,277	965,193	921,511	0	3,626,988	8,777,156	12,404,144	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132 5,095,699	3,463,857	1,014,513	1,574,097	1,742,709	4,860	12,895,735	13,557,667	26,453,402	132
Beginning Fund Balance July 1, 2020	134 8,304,908	3,304,819	2,175,091	224,303	7,772,855	156,861	21,938,837	7,112,685	29,051,522	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136 13,400,607	6,768,676	3,189,604	1,798,400	9,515,564	161,721	34,834,572	20,670,352	55,504,924	136

EXPENDITURES P6
CITY OF NEVADA
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2021
NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (g) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	1,291,015	35,306					1,326,321		1,326,321	2
Jail	3							0		0	3
Emergency Management	4	9,604						9,604		9,604	4
Flood control	5		31,149					31,149		31,149	5
Fire Department	6	337,887						337,887		337,887	6
Ambulance	7	44,291						44,291		44,291	7
Building Inspections	8	60,621						60,621		60,621	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	5,708						5,708		5,708	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	1,749,126	66,455		0	0	0	1,815,581		1,815,581	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	83,691	545,635					629,326		629,326	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18		113,246					113,246		113,246	18
Traffic Control Safety	19		7,958					7,958		7,958	19
Snow Removal	20		55,545					55,545		55,545	20
Highway Engineering	21							0		0	21
Street Cleaning	22							0		0	22
Airport (if not an enterprise)	23							0		0	23
Garbage (if not an enterprise)	24							0		0	24
Other Public Works	25		13,421					13,421		13,421	25
	26							0		0	26
Total Public Works	27							0		0	27
Section C - Health and Social Services	28	83,691	735,805		0	0	0	819,496		819,496	28
Welfare Assistance	29										29
City Hospital	30							0		0	30
Payments to Private Hospitals	31							0		0	31
Health Regulation and Inspections	32							0		0	32
Water, Air, and Mosquito Control	33							0		0	33
Community Mental Health	34							0		0	34
Other Health and Social Services	35							0		0	35
	36		50,770					50,770		50,770	36
	37							0		0	37
Total Health and Social Services	38							0		0	38
Section D - Culture and Recreation	39	0	50,770		0	0	0	50,770		50,770	39
Library Services	40										40
Museum, Band, Theater	41	410,408	21,611					432,019		432,019	41
Parks	42							0		0	42
Recreation	43	543,861	11,013					554,874		554,874	43
Cemetery	44	104,182	31,045					135,227		135,227	44
Community Center, Zoo, Marina, and Auditorium	45	115,516						115,516		115,516	45
Other Culture and Recreation	46	155,373						155,373		155,373	46
	47		2,930					2,930		2,930	47
	48							0		0	48
Total Culture and Recreation	49							0		0	49
	50	1,329,340	66,599		0	0	0	1,395,939		1,395,939	50

EXPENDITURES P7

CITY OF

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i))	Line
Section E - Community and Economic Development	51										51
Community beautification	52							0			52
Economic development	53	2,869	70,125	267,156				340,150		340,150	53
Housing and urban renewal	54			3,667				3,667		3,667	54
Planning and zoning	55	94,638						94,638		94,638	55
Other community and economic development	56	7,000	2,599					9,599		9,599	56
TIF Rebates	57							0			57
	58							0			58
Total Community and Economic Development	59	104,507	72,724	270,823	0	0	0	448,054		448,054	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	14,455						29,063		29,063	61
Clerk, Treasurer, Financial Administration	62	226,149	14,608					226,149		226,149	62
Elections	63							0		0	63
Legal Services and City Attorney	64	123,683	450					124,133		124,133	64
City Hall and General Buildings	65	100,627						100,627		100,627	65
Tort Liability	66	40,653						40,653		40,653	66
Other General Government	67		11,258					11,258		11,258	67
	68							0		0	68
	69							0		0	69
Total General Government	70	505,567	26,316		0	0	0	531,883		531,883	70
Section G - Debt Service	71				1,535,493			1,535,493		1,535,493	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	1,535,493	0	0	1,535,493		1,535,493	74
Section H - Regular Capital Projects - Specify	75										75
	76					3,951,218		3,951,218		3,951,218	76
	77							0		0	77
Subtotal Regular Capital Projects	78	0	0	0	0	3,951,218	0	3,951,218		3,951,218	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0	0	0	0	0	0		0	82
Total Capital Projects	83	0	0	0	0	3,951,218	0	3,951,218		3,951,218	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	84	3,772,231	1,018,669	270,823	1,535,493	3,951,218	0	10,548,434		10,548,434	84
TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"	85										85

EXPENDITURES P8

CITY OF

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities											
Water - Current Operation	87										87
Capital Outlay	88								1,046,755	1,046,755	88
Debt Service	89								182,117	182,117	89
Sewer and Sewage Disposal - Current Operation	90								3,885,241	3,885,241	90
Capital Outlay	91								840,501	840,501	91
Debt Service	92								2,990,712	2,990,712	92
Electric - Current Operation	93								6,231	6,231	93
Capital Outlay	94										94
Debt Service	95										95
Gas Utility - Current Operation	96										96
Capital Outlay	97										97
Debt Service	98										98
Parking - Current Operation	99										99
Capital Outlay	100										100
Debt Service	101										101
Airport - Current Operation	102										102
Capital Outlay	103										103
Debt Service	104										104
Landfill/Garbage - Current operation	105										105
Capital Outlay	106								72,088	72,088	106
Debt Service	107										107
Hospital - Current Operation	108										108
Capital Outlay	109										109
Debt Service	110										110
Transit - Current Operation	111										111
Capital Outlay	112										112
Debt Service	113										113
Cable TV, Telephone, Internet - Current Operation	114										114
Capital Outlay	115										115
Housing Authority - Current Operation	116										116
Capital Outlay	117										117
Debt Service	118										118
Storm Water - Current Operation	119										119
Capital Outlay	120										120
Debt Service	121								3,611	3,611	121
Other Business Type - Current Operation	122										122
Capital Outlay	123										123
Debt Service	124										124
Internal Service Funds - Specify	125										125
	126								30,468	30,468	126
	127										127
	128										128
Total Business Type Activities	129								9,057,724	9,057,724	129

EXPENDITURES P9
CITY OF NEVADA
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2021 -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	3,772,231	1,018,669	270,823	1,535,493	3,951,218	0	10,548,434	9,057,724	19,606,158	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132		1,524,231			570,522		2,094,753	2,098,823	4,193,576	132
Internal TIF loans/repayments and transfers out	133			1,062,334				1,062,334		1,062,334	133
	134							0		0	134
Total Other Financing Uses	135	0	1,524,231	1,062,334	0	570,522	0	3,157,087	2,098,823	5,255,910	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	3,772,231	2,542,900	1,333,157	1,535,493	4,521,740	0	13,705,521	11,156,547	24,862,068	136
Ending fund balance June 30, :	137										137
Governmental:	138										138
Nonspendable	139										139
Restricted	140						161,721	161,721		161,721	140
Committed	141		4,225,776	1,856,447	262,907	4,993,824		11,338,954		11,338,954	141
Assigned	142							0		0	142
Unassigned	143	1,356,925						1,356,925		1,356,925	143
	144	8,271,451						8,271,451		8,271,451	144
Total Governmental	145	9,628,376	4,225,776	1,856,447	262,907	4,993,824	161,721	21,129,051		21,129,051	145
Proprietary	146								9,513,805	9,513,805	146
Total Ending Fund Balance June 30,	147	9,628,376	4,225,776	1,856,447	262,907	4,993,824	161,721	21,129,051	9,513,805	30,642,856	147
Total Requirements (Sum of lines 136 and 147)	148	13,400,607	6,768,676	3,189,604	1,798,400	9,515,564	161,721	34,834,572	20,670,352	55,504,924	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	
	Purpose	Amount paid to State
Correction	Highways	
Health	All other	
Highways		
Transit Subsidies		
Libraries		
Police protection		
Sewerage	41,535	
Sanitation		
All other	71,379	

Part IV

Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID

Total Salaries and Wages Paid	Amount
Part V Debt Outstanding, Issued, and Retired	2,680,066
Transit subsidies	

A. Long-Term Debt

Debt During the Fiscal Year		Debt Outstanding JUNE 30, 2021				
Purpose	Line	Debt Outstanding JULY 1, 2020	Issued	Retired	General Obligation	TIF Revenue
Water Utility	1.	3,345,000	2,765,000	3,775,000		2,335,000
Sewer Utility	2.					
Electric Utility	3.					
Gas Utility	4.					
Transit-Bus	5.					
Industrial Revenue	6.					
Mortgage Revenue	7.					
TIF Revenue	8.					
Other Purposes / Miscellaneous	9.					
GO	10.	17,175,000		4,600,000	12,575,000	
Parking	11.					
Airport	12.					
Stormwater	13.					
Section 108	14.					
Total Long-Term		20,520,000	2,765,000	8,375,000	12,575,000	0
B. Short-Term Debt	Amount					
Outstanding as of July 1, 2020						
Outstanding as of JUNE 30, 2021						

Part VI

DEBT LIMITATION FOR GENERAL OBLIGATIONS
Actual valuation - January 1, 2019

Amount	
471,270,510	x 0.5 = \$ 23,563,525.5

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2021

Type of asset	Amount			
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other funds (d)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.		4,624,954		26,043,348
				30,668,302

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.

Item # 46
Date: 11/22/21

Kerin Wright

From: Marlys Barker
Sent: Wednesday, November 17, 2021 2:59 PM
To: Kerin Wright
Cc: Ros Dunblazier (dunblazierros@gmail.com); Kristy Reinhart
Subject: Request for Council

Kerin,

The Christmas On Main committee will have a 6' x 3' banner for Christmas On Main, and we are requesting to place the banner on the City Campus Fence, facing Lincoln Highway, from whenever we have approval (or the finished banner) until after the Dec. 11 event. We could take it down the Monday after, which is Dec. 13, if not sooner.

Please let us know if you need any other details to put this item before the council seeking approval.

Thank you.

Sincerely,
Marlys Barker
Ros Dunblazier
Kristy Reinhart
Co-Chairs of Christmas On Main

Item # 6A
Date: 11/22/21

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

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

APPLICATION NO: 17
PERIOD TO: 10/31/21

DISTRIBUTION TO:
OWNER
ENGINEER
CONTRACTOR

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

PROJECT NO: 180306
CONTRACT DATE: 2/24/2020

CONTRACT FOR: Infrastructure Reconstruction
CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED			
IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$48,057.31	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
7.	10/11/2021	\$1,740.37	
TOTALS		\$49,797.68	\$0.00
Net change by Change Orders		\$49,797.68	

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

CONTRACTOR: Con-Struct, Inc.

BY: [Signature] DATE: 11/17/2021

CERTIFICATE FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$7,850,850.00
2. Net change by Change Orders \$49,797.68
3. CONTRACT SUM TO DATE \$7,900,647.68
4. TOTAL COMPLETED & STORED TO DATE \$7,932,144.18
(Column G on G703)
5. RETAINAGE:
a. 5% of completed work \$396,607.21
(Column D + E on G703)
b. 5% of stored material \$0.00
(Column F on G703)
6. TOTAL EARNED LESS RETAINAGE \$7,535,536.97
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$7,089,427.07
8. CURRENT PAYMENT DUE \$446,109.90
9. BALANCE TO FINISH, PLUS RETAINAGE \$365,110.71
(Line 3 less Line 6)

AMOUNT CERTIFIED \$446,109.90
(Attach explanation if amount certified differs from the amount applied for)

By: [Signature] Date: 11/17/2021
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA
Central Business District Infrastructure Improvements Project
Contractor: Con-Struct, Inc.

Estimate No. 17 Date: 10/31/2021

Period Ending: 10/31/2021

NO.	ITEM	CONTRACT			PREVIOUS			THIS PERIOD			WORK COMPLETED			S AMOUNT TO DATE	RETAINAGE
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	QTY	\$ AMOUNT	QTY	\$	\$	QTY COMPLETED TO DATE	\$	\$		
1.	CLEARING AND GRUBBING	CY	50	\$ 100.00	\$ 5,000.00	50.00	\$ 5,000.00	0.00	\$ -	\$ -	50.00	\$ 5,000.00	\$ 250.00	100.00%	
2.	TOPSOIL, OFF-SITE	CY	179	\$ 100.00	\$ 17,900.00	55.00	\$ 5,500.00	0.00	\$ -	\$ -	55.00	\$ 5,500.00	\$ 275.00	30.72%	
3.	EXCAVATION CLASS 10	CY	8,631	\$ 22.00	\$ 189,882.00	8,000.00	\$ 176,000.00	631.00	\$ 13,882.00	\$ -	8,631.00	\$ 189,882.00	\$ 9,494.10	100.00%	
4.	BELOW GRADE EXCAVATION	CY	100	\$ 50.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00%	
5.	SUBGRADE PREPARATION	SY	25,514	\$ 4.00	\$ 102,056.00	24,545.00	\$ 98,180.00	2,205.00	\$ 8,976.00	\$ -	26,750.00	\$ 107,156.00	\$ 5,350.00	104.84%	
6.	SUBBASE, MODIFIED, 6"	SY	25,514	\$ 10.00	\$ 255,140.00	23,545.00	\$ 235,450.00	3,205.00	\$ 32,050.00	\$ -	26,750.00	\$ 267,500.00	\$ 13,375.00	104.84%	
7.	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 6"	LF	1,908	\$ 130.00	\$ 248,040.00	1,930.00	\$ 250,900.00	0.00	\$ -	\$ -	1,930.00	\$ 250,900.00	\$ 12,545.00	101.15%	
8.	SANITARY SEWER SERVICE STUB, PVC, 4"	LF	3,244	\$ 125.00	\$ 405,500.00	3,610.00	\$ 451,260.00	76.00	\$ 9,500.00	\$ -	3,686.00	\$ 460,760.00	\$ 23,037.50	113.60%	
9.	REMOVAL OF SANITARY SEWER, VCP, 8"	LF	1,685	\$ 19.00	\$ 32,005.00	1,685.00	\$ 32,015.00	0.00	\$ -	\$ -	1,685.00	\$ 32,015.00	\$ 1,600.75	89.41%	
10.	STORM SEWER, TRENCHED, RCP, HOPE, 15"	LF	46	\$ 71.00	\$ 3,266.00	46.00	\$ 3,266.00	0.00	\$ -	\$ -	46.00	\$ 3,266.00	\$ 163.30	100.00%	
11.	STORM SEWER, TRENCHED, RCP, 8"	LF	36	\$ 110.00	\$ 3,960.00	159.00	\$ 17,490.00	0.00	\$ -	\$ -	159.00	\$ 17,490.00	\$ 874.50	441.67%	
12.	STORM SEWER, TRENCHED, RCP, 12"	LF	243	\$ 162.00	\$ 39,366.00	596.80	\$ 96,681.60	0.00	\$ -	\$ -	596.80	\$ 96,681.60	\$ 4,834.08	245.60%	
13.	STORM SEWER, TRENCHED, RCP, 15"	LF	949	\$ 155.00	\$ 147,095.00	945.40	\$ 146,537.00	0.00	\$ -	\$ -	945.40	\$ 146,537.00	\$ 7,326.85	99.62%	
14.	STORM SEWER, TRENCHED, RCP, 18"	LF	1,527	\$ 159.00	\$ 242,783.00	1,655.80	\$ 263,272.20	0.00	\$ -	\$ -	1,655.80	\$ 263,272.20	\$ 13,163.61	108.43%	
15.	STORM SEWER, TRENCHED, RCP, 24"	LF	1,174	\$ 173.00	\$ 203,102.00	1,172.00	\$ 202,756.00	0.00	\$ -	\$ -	1,172.00	\$ 202,756.00	\$ 10,137.80	99.83%	
16.	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36"	LF	4,245	\$ 19.00	\$ 80,655.00	4,185.00	\$ 79,515.00	0.00	\$ -	\$ -	4,185.00	\$ 79,515.00	\$ 3,975.75	88.50%	
17.	SUBURBAN PERFORATED PVC, 8"	LF	5,611	\$ 18.00	\$ 100,998.00	4,989.00	\$ 89,802.00	532.00	\$ 9,576.00	\$ -	5,521.00	\$ 99,378.00	\$ 4,968.90	89.40%	
18.	SUBURBAN CLEANOUT, TYPE A-1 PVC, 8"	EA	8	\$ 800.00	\$ 6,400.00	5.00	\$ 4,000.00	2.00	\$ 1,600.00	\$ -	7.00	\$ 5,600.00	\$ 280.00	87.50%	
19.	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8"	EA	32	\$ 500.00	\$ 16,000.00	30.00	\$ 15,000.00	2.00	\$ 1,000.00	\$ -	32.00	\$ 16,000.00	\$ 800.00	100.00%	
20.	FOOTING DRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	40	\$ 690.00	\$ 27,600.00	29.00	\$ 20,010.00	0.00	\$ -	\$ -	29.00	\$ 20,010.00	\$ 1,000.50	72.50%	
21.	STORM SEWER SERVICE STUB, PVC, 6"	LF	400	\$ 38.00	\$ 15,200.00	966.00	\$ 37,468.00	0.00	\$ -	\$ -	966.00	\$ 37,468.00	\$ 1,873.40	246.50%	
22.	STORM SEWER SERVICE STUB, HOPE, 1-1/2"	EA	61	\$ 2,700.00	\$ 164,700.00	60.00	\$ 162,000.00	0.00	\$ -	\$ -	60.00	\$ 162,000.00	\$ 8,100.00	98.30%	
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	50.00%	
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	1200.00%	
25.	WATER MAIN, TRENCHED, PVC, 6" RESTRAINED JOINT	LF	36	\$ 61.00	\$ 2,196.00	120.00	\$ 7,320.00	0.00	\$ -	\$ -	120.00	\$ 7,320.00	\$ 366.00	333.33%	
26.	WATER MAIN, TRENCHED, PVC, 8"	LF	1,550	\$ 60.00	\$ 93,000.00	1,790.00	\$ 106,800.00	0.00	\$ -	\$ -	1,790.00	\$ 106,800.00	\$ 5,340.00	116.84%	
27.	WATER MAIN, TRENCHED, PVC, 8" RESTRAINED JOINT	LF	1,684	\$ 70.00	\$ 117,880.00	1,872.00	\$ 131,040.00	0.00	\$ -	\$ -	1,872.00	\$ 131,040.00	\$ 6,552.00	111.16%	
28.	WATER MAIN, TRENCHED, PVC, 10"	LF	50	\$ 78.00	\$ 3,900.00	42.00	\$ 3,276.00	0.00	\$ -	\$ -	42.00	\$ 3,276.00	\$ 163.80	84.00%	
29.	WATER MAIN, TRENCHED, PVC, 12"	LF	400	\$ 68.00	\$ 27,200.00	410.00	\$ 27,880.00	0.00	\$ -	\$ -	410.00	\$ 27,880.00	\$ 1,394.00	102.50%	
30.	WATER MAIN, TRENCHED, PVC, 12" RESTRAINED JOINT	LF	531	\$ 88.00	\$ 46,728.00	540.00	\$ 47,520.00	0.00	\$ -	\$ -	540.00	\$ 47,520.00	\$ 2,376.00	101.69%	
31.	WATER MAIN, TRENCHED, DUCTILE IRON, 4"	LF	5	\$ 155.00	\$ 775.00	5.00	\$ 775.00	0.00	\$ -	\$ -	5.00	\$ 775.00	\$ 38.75	100.00%	
32.	WATER MAIN, TRENCHED, DUCTILE IRON, 8"	LF	325	\$ 78.00	\$ 25,350.00	320.00	\$ 24,960.00	0.00	\$ -	\$ -	320.00	\$ 24,960.00	\$ 1,248.00	98.48%	
33.	WATER MAIN, TRENCHED, DUCTILE IRON, 8" RESTRAINED JOINT	LF	112	\$ 90.00	\$ 10,080.00	130.00	\$ 11,700.00	0.00	\$ -	\$ -	130.00	\$ 11,700.00	\$ 585.00	116.87%	
34.	FITTING, DUCTILE IRON, MECHANICAL JOINT	LB	12,049	\$ 11.00	\$ 132,539.00	11,687.00	\$ 128,557.00	766.00	\$ 8,415.00	\$ -	12,452.00	\$ 139,972.00	\$ 6,848.60	103.34%	
35.	WATER SERVICE STUB, 1-1/2" PE SDR 9	EA	73	\$ 1,730.00	\$ 126,290.00	74.00	\$ 128,020.00	2.00	\$ 3,460.00	\$ -	76.00	\$ 131,480.00	\$ 6,574.00	104.11%	
36.	WATER SERVICE PIPE, 1-1/2" PE SDR 9	EA	4,481	\$ 30.00	\$ 134,430.00	4,411.00	\$ 132,330.00	160.00	\$ 4,800.00	\$ -	4,571.00	\$ 137,130.00	\$ 6,856.50	102.01%	
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	100.00%	
38.	VALVE, DI MJ GATE, 8"	EA	27	\$ 1,550.00	\$ 41,850.00	29.00	\$ 44,950.00	0.00	\$ -	\$ -	29.00	\$ 44,950.00	\$ 2,247.50	107.41%	
39.	VALVE, DI MJ GATE, 12"	EA	12	\$ 2,400.00	\$ 28,800.00	12.00	\$ 28,800.00	0.00	\$ -	\$ -	12.00	\$ 28,800.00	\$ 1,440.00	100.00%	
40.	VALVE, INSERTION VALVE, 4-12"	EA	6	\$ 13,500.00	\$ 81,000.00	5.00	\$ 67,500.00	1.00	\$ 13,500.00	\$ -	6.00	\$ 81,000.00	\$ 4,050.00	100.00%	
41.	FIRE HYDRANT ASSEMBLY	EA	13	\$ 5,250.00	\$ 68,250.00	13.00	\$ 68,250.00	0.00	\$ -	\$ -	13.00	\$ 68,250.00	\$ 3,412.50	100.00%	

42	FIRE HYDRANT ASSEMBLY REMOVAL	EA	9	\$ 1,800.00	\$ 16,200.00	9.00	\$ 16,200.00	0.00	\$ -	9.00	\$ 16,200.00	\$ 810.00	100.00%
43	VALVE REMOVAL	EA	25	\$ 750.00	\$ 18,750.00	22.00	\$ 16,500.00	2.00	\$ -	24.00	\$ 18,000.00	\$ 500.00	100.00%
44	SANITARY MANHOLE, SW-301, 48"	EA	8	\$ 4,100.00	\$ 32,800.00	9.00	\$ 36,900.00	0.00	\$ -	9.00	\$ 36,900.00	\$ 1,945.00	112.59%
45	STORM MANHOLE, SW-401, 48"	EA	10	\$ 3,900.00	\$ 39,000.00	13.00	\$ 35,100.00	0.00	\$ -	13.00	\$ 35,100.00	\$ 2,535.00	130.00%
46	STORM MANHOLE, SW-401, 60"	EA	3	\$ 5,200.00	\$ 15,600.00	3.00	\$ 18,600.00	0.00	\$ -	3.00	\$ 18,600.00	\$ 780.00	100.00%
47	STORM MANHOLE, SW-401, 72"	EA	1	\$ 6,300.00	\$ 6,300.00	1.00	\$ 8,300.00	0.00	\$ -	1.00	\$ 8,300.00	\$ 315.00	100.00%
48	INTAKE, SW-505	EA	11	\$ 3,400.00	\$ 37,400.00	11.00	\$ 37,400.00	0.00	\$ -	11.00	\$ 37,400.00	\$ 1,870.00	100.00%
49	INTAKE, SW-505	EA	10	\$ 6,500.00	\$ 65,000.00	11.00	\$ 65,000.00	0.00	\$ -	11.00	\$ 65,000.00	\$ 3,250.00	100.00%
50	INTAKE, SW-511	EA	10	\$ 5,000.00	\$ 50,000.00	11.00	\$ 55,000.00	0.00	\$ -	11.00	\$ 55,000.00	\$ 2,750.00	100.00%
51	REMOVE MANHOLE	EA	34	\$ 600.00	\$ 20,400.00	33.00	\$ 19,800.00	2.00	\$ -	35.00	\$ 21,000.00	\$ 1,050.00	102.84%
52	REMOVE INTAKE	EA	12	\$ 600.00	\$ 7,200.00	13.00	\$ 7,800.00	1.00	\$ -	14.00	\$ 8,400.00	\$ 420.00	116.67%
53	PAVEMENT, PCC, 7 INCH	SY	3,066	\$ 60.00	\$ 183,960.00	3,872.00	\$ 232,320.00	206.00	\$ -	4,078.00	\$ 244,680.00	\$ 12,320.00	135.81%
54	PAVEMENT, PCC, 8 INCH	SY	17,434	\$ 68.00	\$ 1,185,512.00	15,249.00	\$ 1,036,932.00	1,995.00	\$ -	17,244.00	\$ 1,177,582.00	\$ 58,629.00	158.01%
55	PAVEMENT, PCC, 9 INCH	SY	3,117	\$ 73.00	\$ 227,541.00	3,507.00	\$ 256,011.00	150.00	\$ -	3,657.00	\$ 266,961.00	\$ 13,248.00	117.23%
56	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
57	REMOVE OF SIDEWALK	SY	6,591	\$ 10.00	\$ 65,910.00	6,781.00	\$ 67,810.00	-190.00	\$ -	6,591.00	\$ 65,910.00	\$ 3,295.50	100.00%
58	REMOVE OF DRIVEWAY	SY	1,178	\$ 10.00	\$ 11,780.00	773.00	\$ 7,730.00	375.00	\$ -	1,148.00	\$ 11,480.00	\$ 574.00	87.43%
59	SIDEWALK, PCC, 4 INCH	SY	197	\$ 50.00	\$ 9,850.00	0.00	\$ -	109.00	\$ -	109.00	\$ 5,450.00	\$ 272.50	55.33%
60	SIDEWALK, PCC, 5 INCH	SY	4,774	\$ 60.00	\$ 286,380.00	4,648.00	\$ 278,880.00	125.00	\$ -	4,773.00	\$ 286,380.00	\$ 14,318.00	100.00%
61	SIDEWALK, PCC REINFORCED, 5 INCH	SY	2,495	\$ 120.00	\$ 299,400.00	1,949.00	\$ 233,880.00	204.00	\$ -	2,153.00	\$ 258,360.00	\$ 12,918.00	100.00%
62	PAVER SIDEWALK WITH PAVEMENT BASE	SY	628	\$ 50.00	\$ 31,400.00	534.00	\$ 26,700.00	81.00	\$ -	615.00	\$ 30,750.00	\$ 1,537.50	86.29%
63	DETECTABLE WARNING	SY	1,007	\$ 60.00	\$ 60,420.00	734.00	\$ 44,040.00	103.00	\$ -	837.00	\$ 50,220.00	\$ 2,511.00	83.12%
64	DRIVEWAY PAVED, PCC, 8 INCH	SY	3,500	\$ 10.00	\$ 35,000.00	147.00	\$ 1,470.00	0.00	\$ -	147.00	\$ 1,470.00	\$ 73.50	5.04%
65	GRAVEL SURFACING	SY	924	\$ 140.00	\$ 129,360.00	0.00	\$ -	865.00	\$ -	865.00	\$ 121,100.00	\$ 6,055.00	53.81%
66	FULL DEPTH PATCHING, PCC/HMA	SY	24,873	\$ 8.00	\$ 198,984.00	26,036.00	\$ 208,288.00	-278.00	\$ -	25,758.00	\$ 206,094.00	\$ 10,303.20	103.58%
67	PAVEMENT REMOVAL	SY	190	\$ 160.00	\$ 30,400.00	73.61	\$ 11,777.50	0.00	\$ -	73.61	\$ 11,777.50	\$ 588.88	38.74%
68	PAINTED PAVEMENT MARKINGS, DURABLE	EA	29	\$ 420.00	\$ 12,180.00	8.00	\$ 3,360.00	0.00	\$ -	8.00	\$ 3,360.00	\$ 168.00	27.59%
69	PAINTED SYMBOLS AND LEGENDS, DURABLE	STA	102	\$ 160.00	\$ 16,320.00	73.61	\$ 11,777.50	0.00	\$ -	73.61	\$ 11,777.50	\$ 588.88	72.17%
70	GROOVES CUT FOR PAVEMENT MARKINGS	EA	29	\$ 210.00	\$ 6,090.00	8.00	\$ 1,680.00	0.00	\$ -	8.00	\$ 1,680.00	\$ 84.00	100.00%
71	GROOVES CUT FOR SYMBOLS AND LEGENDS	LS	1	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	0.00	\$ -	1.00	\$ 50,000.00	\$ 2,500.00	100.00%
72	TEMPORARY TRAFFIC CONTROL	LS	75	\$ 100.00	\$ 7,500.00	42.00	\$ 4,200.00	0.00	\$ -	42.00	\$ 4,200.00	\$ 210.00	56.00%
73	SWPP MANAGEMENT	LF	1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	\$ 250.00	100.00%
74	SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$ 2.00	\$ 400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
75	SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$ 1.00	\$ 200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
76	REMOVE OF SEDIMENT	EA	28	\$ 200.00	\$ 5,600.00	6.00	\$ 1,200.00	0.00	\$ -	6.00	\$ 1,200.00	\$ 60.00	21.43%
77	INLET PROTECTION DEVICE INSTALLATION	EA	28	\$ 30.00	\$ 840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
78	INLET PROTECTION DEVICE MAINTENANCE	SY	195	\$ 120.00	\$ 23,400.00	95.00	\$ 11,400.00	100.00	\$ -	195.00	\$ 23,400.00	\$ 1,170.00	100.00%
79	CONCRETE STEPS, TYPE A	LS	1	\$ 360,000.00	\$ 360,000.00	1.00	\$ 360,000.00	0.00	\$ -	1.00	\$ 360,000.00	\$ 18,000.00	100.00%
80	MOBILIZATION	SY	500	\$ 20.00	\$ 10,000.00	129.00	\$ 2,580.00	0.00	\$ -	129.00	\$ 2,580.00	\$ 129.00	23.80%
81	TEMPORARY GRANULAR SIDEWALK	LF	6,204	\$ 5.50	\$ 34,122.00	1,793.00	\$ 9,861.50	0.00	\$ -	1,793.00	\$ 9,861.50	\$ 493.09	28.59%
82	TEMPORARY LONGITUDINAL CHANNELIZING DEVICE	LS	1	\$ 14,000.00	\$ 14,000.00	0.50	\$ 7,000.00	0.00	\$ -	0.50	\$ 7,000.00	\$ 350.00	50.00%
83	CONCRETE WASHOUT	EA	75	\$ 135.00	\$ 10,125.00	75.00	\$ 10,125.00	0.00	\$ -	75.00	\$ 10,125.00	\$ 506.25	100.00%
84	REMOVE LIGHT POLE AND RETROFIT	EA	4	\$ 1,600.00	\$ 6,400.00	4.00	\$ 6,400.00	0.00	\$ -	4.00	\$ 6,400.00	\$ 320.00	100.00%
85	REMOVE LIGHT POLE AND RETROFIT	EA	79	\$ 300.00	\$ 23,700.00	72.00	\$ 21,600.00	0.00	\$ -	72.00	\$ 21,600.00	\$ 1,080.00	97.16%
86	REMOVE OF CONCRETE FOUNDATION OF LIGHT POLE	EA	78	\$ 7,800.00	\$ 608,400.00	68.00	\$ 530,400.00	0.00	\$ -	68.00	\$ 530,400.00	\$ 26,520.00	97.16%
87	NEW LIGHT POLE AND FOUNDATION	EA	4	\$ 2,100.00	\$ 8,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
88	INSTALL RETROFITTED LIGHT POLE AND FOUNDATION	EA	2	\$ 10,000.00	\$ 20,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	\$ 500.00	50.00%
89	PAD MOUNT LIGHTING CONTROL STATION	EA	1	\$ 6,300.00	\$ 6,300.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
90	WALL MOUNT LIGHTING CONTROL STATION	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	\$ 50.00	100.00%
91	METER SOCKET	EA	12	\$ 2,000.00	\$ 24,000.00	8.00	\$ 16,000.00	0.00	\$ -	8.00	\$ 16,000.00	\$ 800.00	100.00%
92	POWER OUTLET PEDESTAL	EA	13	\$ 910.00	\$ 11,830.00	10.00	\$ 9,100.00	0.00	\$ -	10.00	\$ 9,100.00	\$ 455.00	76.82%
93	HANDHOLE - TYPE II	EA	3	\$ 1,500.00	\$ 4,500.00	1.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00	\$ 75.00	31.33%
94	HANDHOLE - TYPE IV - MODIFIED	EA	3	\$ 7.00	\$ 21.00	5,000.00	\$ 35,000.00	0.00	\$ -	5,000.00	\$ 35,000.00	\$ 1,750.00	66.64%
95	CONDUIT - 1.5" PVC, TRENCHED	LF	511	\$ 8.00	\$ 4,088.00	1,046.00	\$ 8,368.00	0.00	\$ -	1,046.00	\$ 8,368.00	\$ 418.40	58.23%
96	CONDUIT - 2" PVC, TRENCHED	LF	1,046	\$ 8.00	\$ 8,368.00	1,046.00	\$ 8,368.00	0.00	\$ -	1,046.00	\$ 8,368.00	\$ 418.40	58.23%
97	CONDUIT - 2.5" PVC, TRENCHED	LF	140	\$ 15.00	\$ 2,100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
98	CONDUIT - 3" PVC, TRENCHED	LF	250	\$ 15.00	\$ 3,750.00	250.00	\$ 3,750.00	0.00	\$ -	250.00	\$ 3,750.00	\$ 187.50	88.80%
99	CONDUIT - 1.5" PVC, BORED	LF	180	\$ 25.00	\$ 4,500.00	180.00	\$ 4,500.00	0.00	\$ -	180.00	\$ 4,500.00	\$ 225.00	100.00%
100	CONDUIT - 2" PVC, BORED	LF	13	\$ 22.00	\$ 286.00	13.00	\$ 286.00	0.00	\$ -	13.00	\$ 286.00	\$ 14.30	100.00%
101	CONDUIT - 2.5" PVC, BORED	LF	12	\$ 25.00	\$ 300.00	12.00	\$ 300.00	0.00	\$ -	12.00	\$ 300.00	\$ 15.00	100.00%
102	CONDUIT - 2" GRS	LF	21,530	\$ 1.00	\$ 21,530.00	18,000.00	\$ 18,000.00	0.00	\$ -	18,000.00	\$ 900.00	\$ 900.00	83.66%
103	CONDUIT - 2.5" GRS	LF	21,530	\$ 1.00	\$ 21,530.00	18,000.00	\$ 18,000.00	0.00	\$ -	18,000.00	\$ 900.00	\$ 900.00	83.66%
104	WIRE - 10C #8 AWG, INSULATED	LF	21,530	\$ 1.00	\$ 21,530.00	18,000.00	\$ 18,000.00	0.00	\$ -	18,000.00	\$ 900.00	\$ 900.00	83.66%

105.	WIRE - 1/C #6 AWG, INSULATED	LF	5,812	\$	1.00	\$	5,812.00	2,500.00	\$	2,500.00	0.00	\$	-	2,500.00	\$	2,500.00	\$	125.00	43.07%
106.	WIRE - 1/C #20 AWG, INSULATED	LF	1,335	\$	4.00	\$	5,340.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
107.	WIRE - 1/C #30 AWG, INSULATED	LF	606	\$	5.00	\$	3,030.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
108.	WIRE - 1/C 250 KCMIL, INSULATED	LF	7,039	\$	7.00	\$	49,273.00	6,500.00	\$	45,500.00	0.00	\$	-	6,500.00	\$	45,500.00	\$	2,275.00	82.34%
109.	WIRE - 1/C 350 KCMIL, INSULATED	LF	326	\$	9.00	\$	2,934.00	120.00	\$	1,080.00	0.00	\$	-	120.00	\$	1,080.00	\$	54.00	36.87%
110.	WIRE - 1/C #6 AWG, BARE	LF	6,854	\$	1.00	\$	6,854.00	10,580.00	\$	10,580.00	0.00	\$	-	10,580.00	\$	10,580.00	\$	529.00	154.35%
111.	WIRE - 1/C #4 AWG, BARE	LF	2,208	\$	2.00	\$	4,416.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
112.	WIRE - 1/C #2 AWG, BARE	LF	1,716	\$	3.00	\$	5,148.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
113.	WIRE - 1/C #2 AWG, BARE	LF	40	\$	6.00	\$	240.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
114.	TEMPORARY CABLE - #4, #4 ALUM TRIPLEX	LF	300	\$	6.00	\$	1,800.00	300.00	\$	1,800.00	0.00	\$	-	300.00	\$	1,800.00	\$	90.00	100.00%
115.	TEMPORARY CABLE - #10, #10, #2 ALUM TRIPLEX	LF	2,095	\$	7.00	\$	14,665.00	2,095.00	\$	14,665.00	0.00	\$	-	2,095.00	\$	14,665.00	\$	733.25	100.00%
116.	TEMPORARY LIGHT STRING ASSEMBLY	EA	4	\$	350.00	\$	1,400.00	4.00	\$	1,400.00	0.00	\$	-	4.00	\$	1,400.00	\$	70.00	100.00%
117.	INSTALL/REMOVE TEMPORARY SIDEWALK LIGHT STRING ASSEMBLY	EA	20	\$	200.00	\$	4,000.00	20.00	\$	4,000.00	0.00	\$	-	20.00	\$	4,000.00	\$	200.00	100.00%
118.	ADDITIONAL LONGITUDINAL CHANNELING DEVICE	LS	1	\$	5,900.00	\$	5,900.00	1.00	\$	5,900.00	0.00	\$	-	1.00	\$	5,900.00	\$	295.00	100.00%
119.	REPAIR 10' STORM SEWER, CO #2	LS	1	\$	1,775.24	\$	1,775.24	1.00	\$	1,775.24	0.00	\$	-	1.00	\$	1,775.24	\$	88.76	100.00%
120.	ABANDON WATER MAIN, CO #2	LS	1	\$	7,141.36	\$	7,141.36	1.00	\$	7,141.36	0.00	\$	-	1.00	\$	7,141.36	\$	357.07	100.00%
121.	MATERIALS STORED ON-SITE - LIGHT POLES	EA	0	\$	5,500.00	\$	-	10.00	\$	55,000.00	0.00	\$	-	10.00	\$	55,000.00	\$	2,750.00	100.00%
122.	ADDITIONAL LANDSCAPING, CO #3	LS	1	\$	4,487.49	\$	4,487.49	1.00	\$	4,487.49	0.00	\$	-	1.00	\$	4,487.49	\$	224.37	100.00%
123.	SIDEWALK DRAIN TILE J AVE AT 6TH ST., CO #4	LS	1	\$	792.00	\$	792.00	1.00	\$	792.00	0.00	\$	-	1.00	\$	792.00	\$	39.60	100.00%
124.	WINDOW WELL CONC PAD, 937 6TH ST., CO #4	LS	1	\$	1,771.00	\$	1,771.00	1.00	\$	1,771.00	0.00	\$	-	1.00	\$	1,771.00	\$	88.55	100.00%
125.	ROCK LANDSCAPE AT 624 J AVE, CO #4	LS	1	\$	2,802.03	\$	2,802.03	1.00	\$	2,802.03	0.00	\$	-	1.00	\$	2,802.03	\$	140.10	100.00%
126.	LIGHT POLE BASE MOD, L201 AND 202, CO #4	LS	1	\$	3,892.35	\$	3,892.35	1.00	\$	3,892.35	0.00	\$	-	1.00	\$	3,892.35	\$	194.62	100.00%
127.	REPLACE UNSUITABLE SOIL, CO #5	TONS	781	\$	18.70	\$	14,604.89	781.01	\$	14,604.89	0.00	\$	-	781.01	\$	14,604.89	\$	730.24	100.00%
128.	STATE BANK BRICK PAVEMENT ADJUSTMENT, CO	LS	1	\$	4,890.95	\$	4,890.95	1.00	\$	4,890.95	0.00	\$	-	1.00	\$	4,890.95	\$	244.56	100.00%
129.	CUT PAVERS AROUND BOULDERS, CO #7	LS	1	\$	1,740.37	\$	1,740.37	0.00	\$	-	1.00	\$	1,740.37	1.00	\$	1,740.37	\$	87.02	100.00%
	TOTAL					\$	7,900,647.68		\$	7,469,554.81		\$	469,589.37		\$	7,932,144.18	\$	396,607.21	



Item # 6B
Date: 11/22/21

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

► HRGREEN.COM

November 22, 2021

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

Re: Nevada, IA WWTF Improvements – Phase 2: Change Order #1 Recommendation

Dear Jordan,

The following items combined with Change Order #1 on the above referenced project are presented for consideration of approval by City Council. HR Green recommends approval of all change order items.

1. Change Order Request #1 (COR-01)– See the enclosed COR-01 description and recommendation.
2. Change Order Request #2 (COR-02)– See the enclosed COR-02 description and recommendation.
3. Change Order Request #3 (COR-03)– See the enclosed COR-03 description and recommendation.
4. Change Order Request #6 (COR-06)– See the enclosed COR-06 description and recommendation.

Overall, Change Order #1 will increase the Contract Price by \$10,013.27 with no change in Contract Schedule. This cost is equal to 0.03% of the original Contract Price. Please formally approve Change Order #1 and return an executed copy to our office. Please feel free to contact me with any questions regarding this change order.

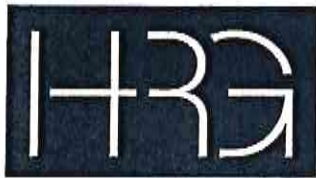
Sincerely,
HR GREEN, INC.

Michael Roth, P.E.
Senior Project Manager

Enclosures

Cc: Kurtis Knapp, WBCI

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HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (515) 278-1846

CO No. 1
Change Order

Distribution:			
Contractor	<input checked="" type="checkbox"/>	Field	<input type="checkbox"/>
Owner	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>

Nevada WWTF Improvements – Phase 2 Nevada, Iowa	Date Issued	11/22/21	
	Project No.	160473.02	
Williams Brothers Construction, Inc. P.O. Box 1366 Peoria, IL 61654	Contract Date	February 18, 2021	
	Notice to Proceed Date	March 19, 2021	
See attached cover letter.			
1. COR-01			\$2,118.27
2. COR-02			\$2,201.00
3. COR-03			\$4,850.00
4. COR-06			\$ 844.00
	Total		\$10,013.27

	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$35,850,000.00	June 30, 2023	Sept 30, 2023
Net Change by previously-authorized Change Order(s)	\$0.00	0 days	0 days
The Contractual limit prior to this Change Order	\$35,850,000.00	June 30, 2023	Sept 30, 2023
The Contract will be adjusted by this Change Order in the amount of	\$10,013.27	0 days	0 days
The new Contractual limit including this Change Order will be	\$35,860,013.27	June 30, 2023	Sept 30, 2023

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER

Contractor Williams Brothers Construction, Inc.	Owner's Representative HR Green, Inc.	Owner City of Nevada, Iowa
By	By	By
Date:	Date: 11/22/21	Date:



► 5525 Merle Hay Road | Suite 200
Johnston, IA 50131
Main 515.278.2913 • Fax 713.965.0044

► HRGREEN.COM

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

Re: Nevada, IA WWTF Improvements – Phase 2: Change Order Request #1 (COR-01) Recommendation

Dear Jordan,

Williams Brothers (WBCI) has submitted Change Order Request #1 (COR-01) associated with changes in the Work as related to Field Order #2 (FO-2) as issued by HR Green. HR Green has reviewed COR-01, finds the cost changes to be reasonable, and recommends approval of the COR.

FO-2 was issued to add an internal surge protection device (SPD) for Panel P36 in the Chemical Storage Building. The electrical code does not require the SPD; however, HR Green recommends adding the SPD for added electrical gear safety and protection of the equipment in the Chemical Storage Building. This will also allow a master UL certificate to be obtained and could be beneficial for your insurance needs.

This work would be performed by WBCI's electrical subcontractor. The subcontractor has material cost only for this work. Per the contractor documents, WBCI is allowed to add a 5% markup on labor and material costs for Work performed by their subcontractors. WBCI is also allowed to include supplemental costs for bonds and insurance for the added Work.

Overall, this COR will increase the Contract Price by \$2,118.27 with no change in Contract Schedule. This change will be formally executed via future Change Order. Please feel free to contact me with any questions regarding this COR.

Sincerely,
HR GREEN, INC.

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

Michael Roth, P.E.
Senior Project Manager

Enclosures

Cc: Kurtis Knapp, WBCI

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**WILLIAMS
BROTHERS
CONSTRUCTION, INC.**

Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 06/24/21

COR-01

Engineer:
HR Green
5525 Merle Hay Rd. Suite 200
Johnston, IA 50131

OWNER: City of Nevada
PROJECT: Nevada WWTF Phase 2
Nevada, IA

WBCI Project # 542

I DESCRIPTION OF CHANGE:

Proposal to provide an internal surge protection device for Panel P36 in Chemical Storage Building as detailed in Field Order No. 2 Dated May 20, 2021.

II SUMMARY OF DETAILED BREAKDOWN

	Additions	Deletions	Net Total
A. MATERIAL	\$0.00	\$0.00	\$0.00
B. LABOR	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$0.00
E. NET TOTAL	(A+B+C+D1+D2)		\$0.00
F. OVERHEAD AND PROFIT	(E x 15%) - Deletion -0-		\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)		\$0.00

III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. CEC Electric	Electrical	\$1,925.00
2.		
3.		
4.		
5.		
6.		
7.		
H. SUBTOTAL of all work performed by contractor's subcontractors		\$1,925.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x 5%)	\$96.25
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines H+I)	\$2,021.25
K. PROPOSAL	(Lines G+J)	\$2,021.25
L. SUPPLEMENTAL COSTS		
1. PER DIEM	(1% of LABOR)	\$0.00
2. TEMPORARY FACILITIES	(2.5% of LABOR)	\$0.00
M. BONDS	(2.8% of PROPOSAL) - Deletion -0-	\$56.60
N. BUILDER'S RISK INSURANCE	(2% of PROPOSAL) - Deletion -0-	\$40.43

IV TOTAL PROPOSAL

- O. TOTAL PROPOSAL for subject CMR increase (decrease) in contract amount **\$2,118.27**
- P. The work for this CMR will require an extension of time of 0 Calendar Days.
- Q. All costs are valid for 14 days.

CONTRACTOR
(SIGNATURE)..... *Kurtis Knapp*

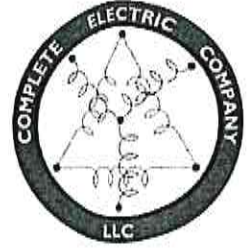
Kurtis Knapp

Title: Project Manager

Date: 06/24/21

CEC Electric

3 4th St NW
Fort Dodge, IA 50501 US
cecelectric@outlook.com

**Estimate****ADDRESS****Nevada WWTF Phase 2**

ESTIMATE 1028
DATE 06/17/2021
EXPIRATION DATE 07/16/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Change Order	Field Order 002 - Material	1	1,925.00	1,925.00
Clarifications	Lead time may change on the panel Time to install does not change, so labor cost does not change Tax is not included.	1	0.00	0.00

TOTAL**\$1,925.00**

Accepted By

Accepted Date



HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (515) 278-1846

FO No. 2

Field Order

PROJECT: Nevada Waste Water Treatment Facility Nevada, Iowa	FO Instructed by:	
TO CONTRACTOR: Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Engineer	<input checked="" type="checkbox"/>
	Owner	<input type="checkbox"/>
	Other	<input type="checkbox"/>
	Date Issued	5/20/21

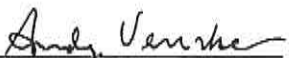
FO is in Reference to:		FO is Intended to:	
PCO		<input type="checkbox"/>	Clarify Drawings
RFP		<input type="checkbox"/>	Clarify Specifications
RFI		<input type="checkbox"/>	Clarify Procedures
Other		<input type="checkbox"/>	Transmit drawings or documents
		<input checked="" type="checkbox"/>	Other _Transmit Drawing Changes

REGARDING/REFERENCE: Drawing Sheet E.615

INSTRUCTION: Please provide an internal surge protection device (SPD) for Panel P36 in the Chemical Storage Building. Based on proposed cost, the Owner will make a final decision on whether this will be added.

If, in your opinion, this instruction involves work which changes the Contract Price or Time, you must submit a Proposed Change Order, or notice as required in the Contract Documents.

If you have any questions regarding this FO, please contact Andy Venzke at 515-657-5323.


Andy Venzke, PE
Sr. Engineer



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

► HRGREEN.COM

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

Re: Nevada, IA WWTF Improvements – Phase 2: Change Order Request #2 (COR-02) Recommendation
Dear Jordan,

Williams Brothers (WBCI) has submitted Change Order Request #2 (COR-02) associated with changes in the Work as related to effluent Parshall flume shop drawing submittal review comments and subsequent discussions to address conflicts with the flume and effluent channel. HR Green has reviewed COR-02, finds the cost changes to be reasonable, and recommends approval of the COR.

The overall height of the effluent Parshall flume as originally submitted for review was found to conflict with the channel height and grating on the top of the channel over the flume. HR Green commented that the height of the flume as submitted needed to be adjusted by approximately two inches to avoid this conflict. The vertical position of the flume in the channel could not be changed as the flume throat elevation is critical for the hydraulic grade line through the entire wastewater treatment plant. Discussions with multiple manufacturers found that all flumes are manufactured per published standard dimensions based on required flume size/capacity; however, the heights can be customized to accommodate a shorter height if needed for additional cost. HR Green evaluated alternative solutions to resolve this conflict, including modifying the cast-in-place concrete channel and removing/changing the channel grating above the flume. These options had higher costs than modifying the flume height.

Modifying the flume height is the most practical and economical solution to resolve this conflict. There are no changes needed to the UV Building design or layout with this solution.

This work would be performed by WBCI's materials supplier subcontractor. The subcontractor has material cost only for this work. Per the contractor documents, WBCI is allowed to add a 5% markup on labor and material costs for Work performed by their subcontractors. WBCI is also allowed to include supplemental costs for bonds and insurance for the added Work.

Overall, this COR will increase the Contract Price by \$2,201.00 with no change in Contract Schedule. This change will be formally executed via future Change Order. Please feel free to contact me with any questions regarding this COR.

Sincerely,
HR GREEN, INC.

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

Michael Roth, P.E.
Senior Project Manager

Enclosures

Cc: Kurtis Knapp, WBCI

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**WILLIAMS
BROTHERS**
CONSTRUCTION, INC.

Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 06/24/21

COR-02

Engineer:
HR Green
5525 Merle Hay Rd. Suite 200
Johnston, IA 50131

OWNER: City of Nevada
PROJECT: Nevada WWTF Phase 2
Nevada, IA
WBCI Project # 542

I DESCRIPTION OF CHANGE:

Proposal to revise UV Building parshall flume height per June 7, 2021 phone conference with HR Green.

II SUMMARY OF DETAILED BREAKDOWN

	Additions	Deletions	Net Total
A. MATERIAL	\$0.00	\$0.00	\$0.00
B. LABOR	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$0.00
E. NET TOTAL	(A+B+C+D1+D2)		\$0.00
F. OVERHEAD AND PROFIT	(E x 15%) - Deletion -0-		\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)		\$0.00

III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. Zimmer & Francescon	Parshall Flume	\$2,000.00
2.		
3.		
4.		
5.		
6.		
7.		
H. SUBTOTAL of all work performed by contractor's subcontractors		\$2,000.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x 5%)	\$100.00
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines H+I)	\$2,100.00
K. PROPOSAL	(Lines G+J)	\$2,100.00
L. SUPPLEMENTAL COSTS		
1. PER DIEM	(1% of LABOR)	\$0.00
2. TEMPORARY FACILITIES	(2.5% of LABOR)	\$0.00
M. BONDS	(2.8% of PROPOSAL) - Deletion -0-	\$58.80
N. BUILDER'S RISK INSURANCE	(2% of PROPOSAL) - Deletion -0-	\$42.00

IV TOTAL PROPOSAL

- O. TOTAL PROPOSAL for subject CMR increase (decrease) in contract amount **\$2,201**
- P. The work for this CMR will require and extension of time of 0 Calendar Days.
- Q. All costs are valid for 14 days.

CONTRACTOR
(SIGNATURE).....

Kurtis Knapp

Title: Project Manager

Date: 06/24/21

ZIMMER & FRANCESCON, INC.

6200 65th Avenue
Moline, IL 61265

Tel. 800-621-1118
Fax 877-244-2508

Submittal Review Response

June 14, 2021

Williams Bros Construction, Inc.

Attn: Kurtis Knapp

Subject: Nevada WWTP Phase 2
SECTION 06 6000

The additional cost to modify the 18" parshall flume from the standard dimension to 33" above inlet is \$2,000.

This modification alters the outlet to 36" and the deepest section to 42" and includes a modified scale.

Please review the adapter pieces to confirm the 54" dimension indicated is acceptable. If change from 54" is necessary please advise for FRP Composites to verify.

I am curious why the floor of the channel could not be modified. Reviewing Plan G.12 it appears the ultimate downstream elevation is sufficiently lower to accommodate a lower bottom of flume and UV weir.

Once the change order is accepted corrected submittals will be provided.

Best Regards,

Andrew Larson
Zimmer & Francescon, Inc.
zfandrew@msn.com



5525 Merle Hay Road | Suite 200
Johnston, IA 50131
Main 515.278.2913 • Fax 713.965.0044

HRGREEN.COM

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

Re: Nevada, IA WWTF Improvements – Phase 2: Change Order Request #3 (COR-03) Recommendation

Dear Jordan,

Williams Brothers (WBCI) has submitted Change Order Request #3 (COR-03) associated with changes in the Work as related to Field Order #5 (FO-5) as issued by HR Green. HR Green has reviewed COR-03, finds the cost changes to be reasonable, and recommends approval of the COR.

FO-5 was issued to add a sill boxout and steel support frame for the stop log sill frame to the Headworks Building grit storage pad. The steel support frame is recommended for structural reinforcement around the sill frame which provides a bottom seal at the entrance to the grit storage pad when the stop logs are installed.

This work would be performed by WBCI and WBCI's materials supplier subcontractor. WBCI has labor and materials costs for this work. The subcontractor has material cost only for this work. Per the contract documents, WBCI is allowed to add a 15% markup on labor and material costs for self-performed Work. Per the contractor documents, WBCI is allowed to add a 5% markup on labor and material costs for Work performed by their subcontractors. WBCI is also allowed to include supplemental costs for per diems, temporary facilities, bonds and insurance for the added Work.

Overall, this COR will increase the Contract Price by \$4,850.00 with no change in Contract Schedule. This change will be formally executed via future Change Order. Please feel free to contact me with any questions regarding this COR.

Sincerely,
HR GREEN, INC.

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

Michael Roth, P.E.
Senior Project Manager

Enclosures

Cc: Kurtis Knapp, WBCI

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**WILLIAMS
BROTHERS
CONSTRUCTION, INC.**

Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 06/24/21

COR-03

Engineer:
HR Green
5525 Merle Hay Rd. Suite 200
Johnston, IA 50131

OWNER: City of Nevada
PROJECT: Nevada WWTF Phase 2
Nevada, IA

WBCI Project # 542

I DESCRIPTION OF CHANGE:

Proposal to furnish & install additional steel embeds for stop log sill framing at Headworks Building grit storage as specifically detailed in Field Order No. 5 dated June 7, 2021.

II SUMMARY OF DETAILED BREAKDOWN

	Additions	Deletions	Net Total
A. MATERIAL	\$196.00	\$0.00	\$196.00
B. LABOR	\$680.00	\$0.00	\$680.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$6.80
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$17.00
E. NET TOTAL	(A+B+C+D1+D2)		\$899.80
F. OVERHEAD AND PROFIT	(E x 15%) - Deletion -0-		\$134.97
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)		\$1,034.77

III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. Breuer Metals	Metal Fabrications	\$3,400.00
2.		
3.		
4.		
5.		
6.		
7.		
H. SUBTOTAL of all work performed by contractor's subcontractors		\$3,400.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x 5%)	\$170.00
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines H+I)	\$3,570.00
K. PROPOSAL	(Lines G+J)	\$4,604.77
L. SUPPLEMENTAL COSTS		
1. PER DIEM	(1% of LABOR)	\$6.80
2. TEMPORARY FACILITIES	(2.5% of LABOR)	\$17.00
M. BONDS	(2.8% of PROPOSAL) - Deletion -0-	\$128.93
N. BUILDER'S RISK INSURANCE	(2% of PROPOSAL) - Deletion -0-	\$92.10

IV TOTAL PROPOSAL

- O. TOTAL PROPOSAL for subject CMR increase (decrease) in contract amount **\$4,850**
- P. The work for this CMR will require an extension of time of 0 Calendar Days.
- Q. All costs are valid for 14 days.

CONTRACTOR
(SIGNATURE).....*Kurtis Knapp*.....

Kurtis Knapp

Title: Project Manager

Date: 06/24/21



DATE 24-Jun-21

[illegible]



CHANGE ORDER REQUEST

BREUER METAL CRAFTSMEN INC

500 BEICHL
BEAVER DAM, WI 53916

www.breuermetal.com

PH 920-885-2828
FX 920-885-2831 PURCHASING
FX 920-885-2835 ENGINEERING
Email - craftsmen@breuermetal.com

WILLIAMS BROS CONSTRUCTION
PO BOX 1366
PEORIA, IL 61654

NEVADA WWTF/WILLIAMS BROS
62512 270TH ST
NEVADA, IA 50201

FAX # 309-688-0891

PH # 309-688-0416

DATE : 06-08-2021

PROJECT MANAGER : PT EST DP

YOUR JOB #: WWTF PH 2

CHANGE ORDER # 9492 - 1

WE ARE REQUESTING A CHANGE ORDER FOR THE FOLLOWING ITEMS :

Price for horizontal tube/angle embed connecting the 2 vertical
embeds at the stop log gates. Corners are mitered, welded
& ground smooth. Entire assembly is galvanized.

\$3,400.00 sales tax not included

-Patrick Breuer



HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (515) 278-1846

FO No. 5

Field Order

PROJECT: Indianola Water Resource Recovery Facility Indianola, Iowa	FO Instructed by:	
TO CONTRACTOR: Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Engineer	<input checked="" type="checkbox"/>
	Owner	<input type="checkbox"/>
	Other	<input type="checkbox"/>
	Date Issued	6/7/21

FO is in Reference to:		FO is intended to:	
PCO		<input type="checkbox"/>	Clarify Drawings
RFP		<input type="checkbox"/>	Clarify Specifications
RFI	#8 – Concrete Embeds for Stop Logs	<input type="checkbox"/>	Clarify Procedures
Other	Submittal 35 2016.23 Stop Log Submittal	<input checked="" type="checkbox"/>	Transmit drawings or documents
		<input type="checkbox"/>	Other _____

REGARDING/REFERENCE: Drawing Sheet S.211 Grit Storage Area Plan and Stop Log Jamb Detail and Stop Log Frame Submittal 35 2016.23.

INSTRUCTION: Due to the presence of a sill as part of the stop log support frame, provide a sill blockout in combination with jamb blockout forming an embedded galvanized steel support frame each side of stop log frame. Similar to the jamb detail already provided in the drawings, the sill support framing includes concrete embedded and anchored tubes. Details are attached showing the longitudinal and lateral sections.

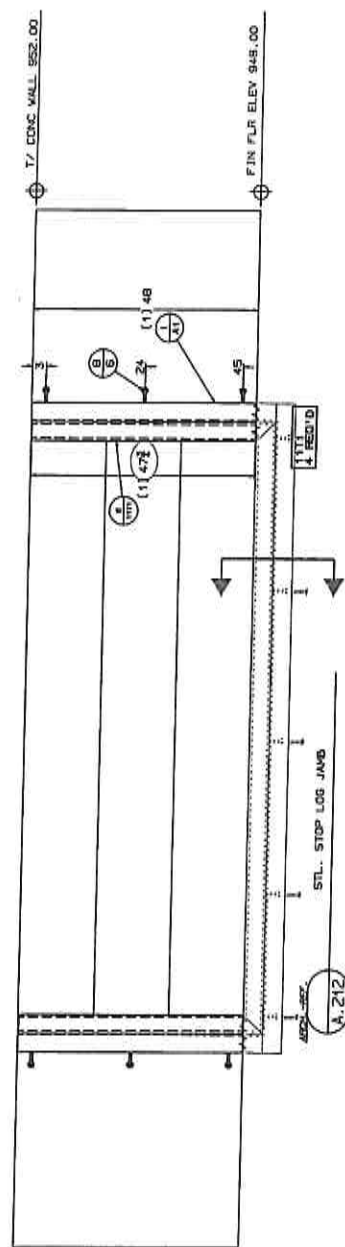
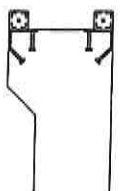
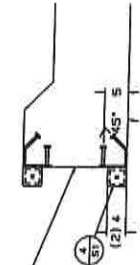
If, in your opinion, this instruction involves work which changes the Contract Price or Time, you must submit a Proposed Change Order, or notice as required in the Contract Documents.

If you have any questions regarding this FO, please contact Michael Roth at 515-657-5304 or Greg Baenziger at 515-657-5277.

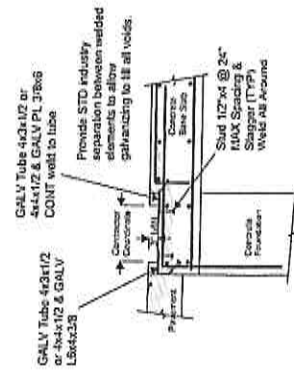
Greg Baenziger, PE
 Structural Engineering Lead

BILL OF MATERIAL REF. 4492 - 11 MATERIAL

- | REF # | SIZE | MATERIAL |
|-------|-------------------|----------|
| 1 | 8x4x3/8-CERT | ANGLE |
| 2 | 1/4x48-HESTA CERT | PLATE |
| 3 | 1/8x2-CERT | STRIP |
| 4 | 1/8x4-CERT | STRIP |
| 5 | 4x4x1/2-CERT | TUBE |
| 6 | 3x2x1/4-CERT | TUBE |
| 7 | 2x2x1/4-CERT | TUBE |
| 8 | 1/2x4 STLD | ANCHOR |
| 9 | 3/8x4 STLD | ANCHOR |
| 10 | 1/4x4 STLD | ANCHOR |
| 11 | GALV 4492-11 | OUTPROZ |
| 12 | FORKING 4492-11 | OUTPROZ |



In reviewing the Stop Log Submittal it was discovered that the frame also has an embedded base. See the changes to accommodate the stop log frame bottom embed. CONTRACTOR COORDINATE size and spacing of tubes, dimensions and tolerances of embedments. Fabricate as two galvanized frames each with milled corner, shop welds, and ground smooth.



STORAGE NAME	STANDARD STD GRADE BNL	STANDARD STD GRADE S18	STANDARD STD GRADE S18	STANDARD STD GRADE S18
FRAME	STANDARD STD GRADE BNL	STANDARD STD GRADE S18	STANDARD STD GRADE S18	STANDARD STD GRADE S18
ANCHORS	STANDARD STD GRADE BNL	STANDARD STD GRADE S18	STANDARD STD GRADE S18	STANDARD STD GRADE S18
From 35 2013 23.01 Submittal				

REVISIONS	DATE	BY	CHKD	APP'D
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

SECTION

STL. BALV. SILLS & STOP LOG JAMB
NEVADA 4492-11
WILLIAMS BROS. CONSTRUCTION



5525 Merle Hay Road | Suite 200
Johnston, IA 50131
Main 515.278.2913 • Fax 713.965.0044

www.hr-green.com

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

Re: Nevada, IA WWTF Improvements – Phase 2: Change Order Request #6 (COR-06) Recommendation

Dear Jordan,

Williams Brothers (WBCI) has submitted Change Order Request #6 (COR-06) associated with changes in the Work as related to Field Order #13 (FO-13) as issued by HR Green. HR Green has reviewed COR-06, finds the cost changes to be reasonable, and recommends approval of the COR.

FO-13 was issued to add motors with integral thermal overload protection for all fractional horsepower, single phase exhaust fans that are not electrically commutated motor (ECM). This change affected 11 motors on various HVAC equipment throughout the wastewater treatment facility. The electrical code does require the integral thermal overload protection for these motors. HR Green recommends adding this protection for enhanced electrical safety to this equipment. HR Green was not aware that these single-phase motors were not provided with the integral thermal overloads as standard; however, we have found that manufacturers are now making this an option and not standard. Our specification did not specifically call out this option as we believed it was standard and included in the motor.

This work would be performed by WBCI's mechanical subcontractor. The subcontractor has material cost only for this work. Per the contractor documents, WBCI is allowed to add a 5% markup on labor and material costs for Work performed by their subcontractors. WBCI is also allowed to include supplemental costs for bonds and insurance for the added Work.

Overall, this COR will increase the Contract Price by \$844.00 with no change in Contract Schedule. This change will be formally executed via future Change Order. Please feel free to contact me with any questions regarding this COR.

Sincerely,
HR GREEN, INC.

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

Michael Roth, P.E.
Senior Project Manager

Enclosures

Cc: Kurtis Knapp, WBCI

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**WILLIAMS
BROTHERS**
CONSTRUCTION, INC.

Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 11/01/21

COR-06

Engineer:
HR Green
5525 Merle Hay Rd. Suite 200
Johnston, IA 50131

OWNER: City of Nevada
PROJECT: Nevada WWTF Phase 2
Nevada, IA

WBCI Project # 542

I DESCRIPTION OF CHANGE:

Proposal to revise motor requirements for HVAC equipment in accordance with Field Order 13 changes dated 8/19/21.
No changes in electrical or controls scope included as confirmed by RFI-41 response.

II SUMMARY OF DETAILED BREAKDOWN

	Additions	Deletions	Net Total
A. MATERIAL	\$0.00	\$0.00	\$0.00
B. LABOR	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$0.00
E. NET TOTAL	(A+B+C+D1+D2)		\$0.00
F. OVERHEAD AND PROFIT	(E x 15%) - Deletion -0-		\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)		\$0.00

III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. MJ O'Connor	Plumbing & HVAC	\$767.00
2.		
3.		
4.		
5.		
6.		
7.		
H. SUBTOTAL of all work performed by contractor's subcontractors		\$767.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x 5%)	\$38.35
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines H+I)	\$805.35
K. PROPOSAL	(Lines G+J)	\$805.35
L. SUPPLEMENTAL COSTS		
1. PER DIEM	(1% of LABOR)	\$0.00
2. TEMPORARY FACILITIES	(2.5% of LABOR)	\$0.00
M. BONDS	(2.8% of PROPOSAL) - Deletion -0-	\$22.55
N. BUILDER'S RISK INSURANCE	(2% of PROPOSAL) - Deletion -0-	\$16.11

IV TOTAL PROPOSAL

- O. TOTAL PROPOSAL for subject CMR increase (decrease) in contract amount **\$844**
- P. The work for this CMR will require an extension of time of 0 Calendar Days.
- Q. All costs are valid for 14 days.

CONTRACTOR
(SIGNATURE) Kurtis Knapp

Title: Project Manager

Date: 11/01/21

Kurtis Knapp



REQUEST FOR CHANGE ORDER

Date: 8-19-21

Job #: 170

Job Name/Location: Nevada WWTF Improvements

Phase Number: Field Order #13

Date/Number of Existing Contract:

MJ O'Connor Inc. • 1507 14th Street N.E. • P.O. Box 606 • Austin, MN 55912 • Phone: 507-433-5017 • Fax: 507-433-2270

We hereby agree to make the change(s) specified below:

The added cost for the exhaust fans to meet the engineers comments in Field Order #13 is listed below

Note: This change order becomes part of and in conformance with the existing contract.

The contract will be: ☐ Increased by ____ days ☐ Decreased by ____ days ☐ Unchanged

WE AGREE hereby to make the change(s) specified above at this price: \$ 767.00

Date: 8-19-2021

Authorized Signature: Michael J. O'Connor III
Michael O'Connor III, Vice-President

ACCEPTED: The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract amount unless otherwise stipulated.

Date of Acceptance: _____

Authorized Signature: _____



HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (515) 278-1846

FO No. 13

Field Order

PROJECT: Nevada Waste Water Treatment Facility Nevada, Iowa	FO Instructed by:	
TO CONTRACTOR: Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Engineer	<input checked="" type="checkbox"/>
	Owner	<input type="checkbox"/>
	Other	<input type="checkbox"/>
	Date Issued	8/11/2021

FO is in Reference to:		FO is intended to:	
PCO		<input checked="" type="checkbox"/>	Clarify Drawings
RFP		<input checked="" type="checkbox"/>	Clarify Specifications
RFI		<input type="checkbox"/>	Clarify Procedures
Other		<input type="checkbox"/>	Transmit drawings or documents
		<input type="checkbox"/>	Other _____

REGARDING/REFERENCE:

Drawing sheet: M.604, specification 233423

INSTRUCTION:

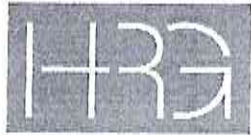
This Field Order is intended to modify the motor options for the supply and exhaust fans.

Provide motors with integral thermal overload protection for all fractional horsepower, single phase exhaust fans that are not ECM, including EF-1207, EF-1208, EF-1240, EF-2175, EF-3583, EF-3590, SF-3591, EF-3641, EF-3981, EF-4285, EF-5785.

If, in your opinion, this instruction involves work which changes the Contract Price or Time, you must submit a Proposed Change Order, or notice as required in the Contract Documents.

If you have any questions regarding this FO, please contact Michael Roth at 515-657-5304 or Doug Sullivan at 515-657-5314.

Doug Sullivan
Doug Sullivan, PE
Mechanical Engineer



HRGreen

RFI# <u>041</u>		REQUEST FOR INFORMATION	
Subject: Field Order 13 Clarification			
Location: Various Buildings			
Owner: City of Nevada, IA		Routing:	
Project: Nevada WWTF Improvements - Phase 2		<input checked="" type="checkbox"/> Owner	
Engineer: HR Green, Inc.		<input checked="" type="checkbox"/> Contractor	
5525 Merle Hay Road, Ste 200		<input checked="" type="checkbox"/> Engineer	
Johnston, IA 50131		<input type="checkbox"/> Other	
General Contractor: Williams Brothers Construction, Inc			
P.O. Box 1366			
Peoria, IL 61654			
Attn: Kurtis Knapp			
Drawing No.: N/A		Spec. Section: N/A	
		Other:	
REQUEST			
In follow up to Field Order 13, will these thermal overloads require a signal back to the PLC to show status of Overloads?			
BY: Adam Blom		Initial/Contractor: CEC Electric	
		DATE: 10/20/21	
RESPONSE			
No. Field Order 13 was directed to the mechanical contractor and exhaust fan supplier. There should be no action needed from the electrical contractor as a result of FO-13. Also, note that none of the exhaust fans mentioned in FO-13 are controlled by a PLC (refer to the floor plans and E.610).			
BY: Andy Venzke – HRG		Initial/Engineer: ARV	
		DATE: 10/20/2021	



**WILLIAMS
BROTHERS
CONSTRUCTION, INC.**

Request for Information No.

41

To: HR Green
5525 Merle Hay Road, Suite 200
Johnston, IA 50131

Date: 10/20/21

RE: Nevada WWTF Phase 2
Nevada, IA

Attn: Michael Roth

Fax: 515-657-5304

Type: 1

Reference: Field Order 13

Total Number of Pages: 1

Description: FO-13 Clarification

In follow up to Field Order 13, will these thermal overloads require a signal back to the PLC to show status of Overloads?

By: Kurtis Knapp

Reply:

Answered By: _____

Date: _____

- Type 1:** IMMEDIATE RESPONSE REQUIRED - Request & suggested solution indicated - will proceed with suggested solution unless otherwise advised within 24 hours.
- Type 2:** URGENT RESPONSE REQUIRED - Project schedule will be delayed unless response received within 48 hours.
- Type 3:** RESPONSE REQUESTED - A response is requested to the above listed questions. Progress on this item will be delayed until response is received.

C.C. File _____

GENERAL CONTRACTOR P.O. BOX 1366 / Peoria, Illinois 61654 / Phone (309) 688-0416 / Fax (309) 688-0891

RESOLUTION NO. 026 (2021/2022)

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

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

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

WHEREAS, the City has scheduled payments in the estimated amount of \$30,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2022 with respect to the City's Development Agreement (the "Agreement") with Gary W. Clem, Inc., d/b/a Almaco which was finally approved by resolution of the City Council on March 10, 2010; and

WHEREAS, the City has scheduled payments in the amount up to \$65,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2022 with respect to the City's Development Agreement (the "Agreement") with the Nevada Economic Development Corporation, (membership) which was approved by resolution of the City Council on September 23, 2019; and

WHEREAS, the City has scheduled payments in the amount of \$44,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2022 with respect to the City's Development Agreement (the "Agreement") with Van Houweling Property, LLC, which was finally approved by resolution of the City Council on January 28, 2013; and

WHEREAS, the City has scheduled payments in the estimated amount of \$143,603 (the "Annual Payment") and LMI requirements which shall come due in the fiscal year beginning July 1, 2022 with respect to the City's Development Agreement (the "Agreement") with R. Friedrich and Sons, Inc. which was finally approved by resolution of the City Council on October 28, 2013; and

WHEREAS, the City has scheduled payments in the estimated amount of \$21,808 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2022 with respect to the City's Development Agreement (the "Agreement") with Mid-States Material Handling & Fabrication, Inc. which was finally approved by resolution of the City Council on September 24, 2018; and;

WHEREAS, the City has scheduled payments in the estimated amount of \$94,306 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2022 with respect to the City's Development Agreement (the "Agreement") with Verbio North America Corporation which was finally approved by resolution of the City Council on July 8, 2019; and

WHEREAS, the City has scheduled payments in the estimated amount of \$29,246 (the "Annual Payment") and LMI requirements which shall come due in the fiscal year beginning July 1, 2022 with respect to the City's Development Agreement (the "Agreement") with ROSK Development, LLC, which was finally approved by resolution of the City Council on January 23, 2017; and

WHEREAS, the City has scheduled payments in the estimated amount of \$5,289 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2022 with respect to the City's Development Agreement

(the "Agreement") with M&R Properties Iowa, LLC, which was finally approved by resolution of the City Council on July 12, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2022;

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

Section 1. The City Council hereby obligates \$30,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2022 and
The City Council hereby obligates \$65,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2022; and
The City Council hereby obligates \$44,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2022; and
The City Council hereby obligates \$143,603 (estimate) for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2022; and
The City Council hereby obligates \$21,808 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2022; and
The City Council hereby obligates \$94,306 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2022; and
The City Council hereby obligates \$29,246 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2022; and
The City Council hereby obligates \$5,289 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2022; and

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2021 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year. Payments will be made on December 1, 2022 and June 1 of each fiscal year beginning June, 2023 per agreements.

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

Passed and approved November 22, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 026 (2021/2022) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 026 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 026 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22nd day of November, 2021.

Kerin Wright, City Clerk

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

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RESOLUTION NO. 027 (2021/2022))

**A RESOLUTION APPROVING TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION AND DIRECTING THE CERTIFICATION TO BE FILED NO
LATER THAN DECEMBER 1, 2021**

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

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

WHEREAS, debt has been incurred for the construction of said improvements in the amount of Five hundred sixty-three thousand five hundred sixty-one dollars (563,561).

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

1. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify to the Story County Auditor the Tax Increment Financing (TIF) Indebtedness Certification by December 1, 2021. (See Exhibit "A").
2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 22ND day of November, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 027 (2021/2022)) be adopted.

AYES: —

NAYS: —

ABSENT: —

The Mayor declared Resolution No. 027 (2021/2022)) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 027 (2021/2022)) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22nd day of November, 2021.

Kerin Wright, City Clerk

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

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

City: Nevada County: Story

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

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

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

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 563,561

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

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

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

Notes/Additional Information:

Dated this 22nd day of November, 2021

Signature of Authorized Official

515-382-5466
Telephone

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Heart of Iowa Cooperative (Key Coop) Year 18 of 20 Began 20 yr FY05/06 Last payment 6/2025 <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	6/21/2004	24,339
2. Central Business District Project, 2020 Bond Resolution 036 (2019/2020) FY23 Principal - 0 Interest - \$178,100 Fee-\$500 **Using DS Levy for this payment Evaluate each year where to pay from <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. NEDC, Membership Agreement with Incentive Payments Reso 013 (19/20) NEDC Agreement Payment 3 of 5 Last payment 6/2025 <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	9/23/2019	65,000
4. Almaco Agreement Resolution No. 45 (2011/2012) Not to exceed \$280,000 No payments after 6/2026, Year #7 (Don't certify FY23, use from FY16 when no pymt was made) <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	3/12/2012	
5. Verbio Rebate Agreement, Reso 001 (19/20) Internal Loan/Grant - \$200,000 Rebate Payments up to \$200,000 Pymt #3 (94,306) of 5 ends FY25 **Using TIF Balance to pay this. <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	7/8/2019	0

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

Total For City TIF Form 1.1 Page 1: 89,339

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

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. DuPont, 2017Bond Refund (2013), Reso 014 (17/18) FY23 Princ-405,000/Int-21,538 **Using TIF Balance to pay this principal/int payment 2013 Bond originally issued 7/25/2013 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	8/28/2017	0
7. Airport Road, Plat 6 (West Industrial Park) 2017 Bond Refunded (2013) Bond - Reso 014 (17/18) FY23 Prin-215,000/Int-22,012 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	8/28/2017	237,013
8. Van Houweling, Van Wall/Ryerson Agreement Reso 055 (12/13) Year 7 of 7 Final Payment <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	1/28/2013	44,000
9. Friedrich Development Agreement Reso 024 (13/14) 7th yr pymts - Dec 21/June 22 Final pymt made June 1, 2027 or total pymts equal 800,000 Friedrich - 80,561 LMI-63,041 (-4,977 over last year) <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	10/28/2013	138,625
10. Mid-States Material Handling & Fabrication, Inc Reso 013 (18/19) Pymt 3 of 5, Maximum \$200,000 or June 1, 2025 last pymt FY23 Pymt #3 Est 21,807 minus over est last FY of 1,756 <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	9/24/2018	20,051

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

Total For City TIF Form 1.1 Page 2: 439,689

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

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
11. ROSK Development S I Avenue Development Reso 037 (16/17) Agrmt Jan 23, 2017 Max payments - \$67,000 Payment Year 1 of 3 Payment \$14,406 (12/1/2022-8,203 Payment 6/1/2023)-8,203 LMI-12,839 <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	1/23/2017	29,245
12. M&R Properties 1710 W K Avenue Reso 001 (21/22) July 12, 2021 Payment #1 of 6, Last Payment 6/2028 Maximum \$50,000 total <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	7/12/2021	5,288
13. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
14. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
15. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 3: 34,533

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

RESOLUTION NO. 028 (2021/2022)

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Evie and Seth Peterson, Including Annual Appropriation Tax Increment Payments

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, 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, the City proposes to enter into a certain development agreement (the "Development Agreement") with Evie and Seth Peterson (the "Developers") in connection with the redevelopment of an existing commercial building, such building to include catering, office and conference space, in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Developers in the form of (i) an economic development grant in the amount of \$15,000; and (ii) annual appropriation incremental property tax payments in an amount not to exceed \$20,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on December 13, 2021, at 6:00 o'clock p.m., at the Nevada City Council Chambers, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH EVIE AND SETH PETERSON 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 December 13, 2021, 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 Evie and Seth Peterson (the "Developers"), in connection with the redevelopment of an existing commercial building, such building to include catering, office and conference space, in the Nevada Urban Renewal Area, which Agreement provides for certain financial incentives in the form of (i) an economic development grant in the amount of \$15,000; and (ii) incremental property tax payments to the Developers in a total amount not exceeding \$20,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment to make incremental property tax payments to the Developers under the Agreement will not be a general obligation of the City, but such payments 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.

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

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

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 22, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Evie and Seth Peterson)

420131-102

Nevada, Iowa

November 22, 2021

A meeting of the City Council of the City of Nevada, Iowa, was held at 6:00 o'clock p.m., on November 22, 2021, at the Nevada City Council Chambers, Nevada, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

STATE OF IOWA
STORY COUNTY SS:
CITY OF NEVADA

I, the undersigned, City Clerk of the City of Nevada, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2021.

Kerin Wright, City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)



November 17, 2021

Via Email

Kerin Wright
City Clerk/City Hall
Nevada, IA

Re: Development Agreement (Evie and Seth Peterson)
Our File No. 420131-102

Dear Kerin:

Attached please find proceedings to enable the City Council to act on November 22, 2021 to set December 13, 2021 as the date for a public hearing on the proposed Development Agreement with Evie and Seth Peterson, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice may be effectively published is December 9, 2021. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the December 13, 2021 meeting the necessary proceedings to approve the Agreement.

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

Please contact John Danos, Severie Orngard, or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Jordan Cook

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and Seth and Evie Peterson (together, the "Developers") as of the ____ day of _____, 2021 (the "Commencement Date").

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

WHEREAS, the Developers own 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 Developers have undertaken the redevelopment of an existing building on the Property ("the Project") into a mixed-use building, including catering, office and conference space (the "Commercial Space"); and

WHEREAS, the Developers have requested that the City provide financial assistance in the form of an economic development grant (the "Economic Development Grant") and incremental property tax payments to be used by the Developers 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 (the "Base Valuation") of the Property shall be the assessed taxable valuation of the Property as of January 1, 2022; 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. Developers' Covenants

1. **Project.** The Developers agree to undertake the Project on the Property. The Developers agree to construct the Project in accordance with the requirements of the Main Street Iowa Challenge Grant program (the "Challenge Grant Program") as set forth in Exhibit B hereto and in substantial conformance with the City's zoning, land use, building and safety codes and regulations. The Developers further agree to substantially complete such construction by no later than December 31, 2022.

The Developers agree to ensure that the Commercial Space is used in the business operations of the Developers (the "Operational Requirement") throughout the Term (as hereinafter defined) of this Agreement. For purposes of this Agreement, the Commercial Space is being used as part of the Developers' business operations if (i) the Commercial Space is being used as part of the ongoing business operations of one more commercial enterprise(s), or (ii) the

Commercial Space is actively available for lease in the ongoing business operations of one or more commercial enterprise(s).

Further, the Developers agree to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

2. **Ownership of Property; Use of Project; Developers' Annual Report.** The Developers agree to submit an annual report (the "Annual Report") to the satisfaction of the City by no later than each October 15th during the Term commencing October 15, 2023, demonstrating that (i) the Operational Requirement is being met; (ii) the Developers own the Property, including the Project; and (iii) the Developers are in compliance with the terms of the Challenge Grant Program. The Developers agree to provide such supporting documentation as may be requested by the City as an accompaniment to the Annual Report.

3. **Property Taxes.** The Developers agree 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.

4. **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:

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

The Developers agree to certify to the City by no later than October 15 of each year, commencing October 15, 2023, an amount (the "Developers' 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 Developers' Estimate, the Developers will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Developers' 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 Developers in completing the Worksheet required under this Section A.4.

5. Grant Disbursement Request. At such time that the Developers have incurred costs equal to at least \$15,000, the Developers agree to submit a grant disbursement request (the "Grant Disbursement Request") to the City to request disbursement of the proceeds of the Economic Development Grant. The Grant Disbursement Request shall be accompanied by documentation (the "Costs Documentation") detailing the costs (the "Project Costs") incurred in completion of the Project, including invoices, and such other documentation as may reasonably be requested by the City, confirming that the Project Costs detailed in the Costs Documentation were in fact incurred in the construction of the Project and that such Project Costs are of an amount reasonably to have been expected with respect to the Project. The Grant Disbursement Request submitted under this Section A.5 shall be in the form attached hereto as Exhibit D.

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 Developers to complete construction of the Project pursuant to the terms and conditions of this Agreement and the Challenge Grant Program.
- II. Failure by the Developers to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.
- III. Failure by the Developers to fully and timely remit payment of property taxes when due and owing.
- IV. Failure by the Developers to maintain compliance with Sections A.2, A.4 and A.5 of this Agreement.
- V. Failure by the Developers 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 Developers describing the cause of the default and the steps that must be taken by the Developers in order to cure the default. The Developers 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 Developers 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 disbursement of the proceeds of the Economic Development Grant provided for under Section B.1.
- III. Withhold the Payments provided for under Section B.2 below.

7. **Legal and Administrative Costs.** The Developers hereby acknowledge 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 Developers agree that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$4,000 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. **Economic Development Grant.** Within thirty (30) days of receipt by the City from the Developers of a satisfactory Grant Disbursement Request, the City agrees to advance the proceeds of the Economic Development Grant to the Developers in an amount equal to \$15,000.

2. **Payments.** In recognition of the Developers' 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 Developers during the Term 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 \$20,000 (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 hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described 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 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, 2029, 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 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 Developers’ 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 Developers 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 Developers shall make the next succeeding submission of the Developers’ Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2029.

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 available to the City with respect to the Property during 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 Developers’ rights to receive the Payments hereunder may be assigned by the Developers 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, 2029 or on such earlier date upon which the aggregate sum of Payments made to the Developers 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 Developers 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

SETH PETERSON

EVIE PETERSON

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 1107205700.

EXHIBIT B
CHALLENGE GRANT PROGRAM REQUIREMENTS

EXHIBIT C
DEVELOPERS' 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 (January 1, 2022):
\$_____.
- (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 = Developers' Estimate (\$_____).

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

P.75

RESOLUTION NO. 029 (2021/2022)

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with JLA, LLC and Kathy Kockler, Including Annual Appropriation Tax Increment Payments

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, 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, the City proposes to enter into a certain development agreement (the "Development Agreement") with JLA, LLC and Kathy Kockler (the "Developers") in connection with the redevelopment of a mixed-use building, including commercial retail space, in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Developers in the form of (i) an economic development grant in the amount of \$20,000; and (ii) annual appropriation incremental property tax payments in an amount not to exceed \$20,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on December 13, 2021, at 6:00 o'clock p.m., at the Nevada City Council Chambers, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH JLA, LLC AND KATHY KOCKLER 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 December 13, 2021, 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 JLA, LLC and Kathy Kockler (the "Developers"), in connection with the redevelopment of a mixed-use building, including commercial retail space, in the Nevada Urban Renewal Area, which Agreement provides for certain financial incentives in the form of (i) an economic development grant in the amount of \$20,000; and (ii) incremental property tax payments to the Developers in a total amount not exceeding \$20,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment to make incremental property tax payments to the Developers under the Agreement 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.

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

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

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 22, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(JLA, LLC and Kathy Kockler)

420131-102

Nevada, Iowa

November 22, 2021

A meeting of the City Council of the City of Nevada, Iowa, was held at 6:00 o'clock p.m., on November 22, 2021, at the Nevada City Council Chambers, Nevada, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

STATE OF IOWA
STORY COUNTY SS:
CITY OF NEVADA

I, the undersigned, City Clerk of the City of Nevada, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2021.

Kerin Wright, City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)



November 17, 2021

Via Email

Kerin Wright
City Clerk/City Hall
Nevada, IA

Re: Development Agreement (JLA, LLC and Kathy Kockler)
Our File No. 420131-102

Dear Kerin:

Attached please find proceedings to enable the City Council to act on November 22, 2021 to set December 13, 2021 as the date for a public hearing on the proposed Development Agreement with JLA, LLC and Kathy Kockler, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice may be effectively published is December 9, 2021. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the December 13, 2021 meeting the necessary proceedings to approve the Agreement.

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

Please contact John Danos, Severie Orngard, or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Jordan Cook

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the “City”) and JLA, LLC and Kathy Kockler (together, the “Developers”) as of the ____ day of _____, 2021 (the “Commencement Date”).

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

WHEREAS, the Developers own 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 Developers have undertaken the redevelopment of an existing building on the Property (“the Project”) into a mixed-use building, including commercial retail space (the “Commercial Space”); and

WHEREAS, the Developers have requested that the City provide financial assistance in the form of an economic development grant (the “Economic Development Grant”) and incremental property tax payments to be used by the Developers in paying the costs of undertaking the Project; and

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority (“IEDA”) for a Community Catalyst Building Remediation Grant (the “Catalyst Grant”) for the Project; and

WHEREAS, the Catalyst Grant application (the “Grant Application”) was approved for the Project by IEDA and accepted by the City upon the terms and conditions set out by IEDA in the contract (the “Catalyst Grant Contract”) attached hereto as Exhibit B; 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 (the “Base Valuation”) of the Property shall be the assessed taxable valuation of the Property as of January 1, 2022; 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. Developers’ Covenants

1. Project. The Developers agree to undertake the Project on the Property. The Developers agree to construct the Project in accordance with the Catalyst Grant Contract and in substantial conformance with the City’s zoning, land use, building and safety codes and

regulations. The Developers further agree to substantially complete such construction by no later than December 31, 2022.

The Developers agree to ensure that the Commercial Space is used in the business operations of the Developers (the “Operational Requirement”) throughout the Term (as hereinafter defined) of this Agreement. For purposes of this Agreement, the Commercial Space is being used as part of the Developers’ business operations if (i) the Commercial Space is being used as part of the ongoing business operations of one more commercial enterprise(s), or (ii) the Commercial Space is actively available for lease in the ongoing business operations of one or more commercial enterprise(s).

Further, the Developers agree to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

2. **Catalyst Grant Contract.** The Developers agree to comply with the terms of the Catalyst Grant Contract throughout the Term (as hereinafter defined) of this Agreement. The Developer agrees that the proceeds of the Catalyst Grant will be disbursed in accordance with the Catalyst Grant Contract.

3. **Ownership of Property; Use of Project; Developers’ Annual Report.** The Developers agree to submit an annual report (the “Annual Report”) to the satisfaction of the City by no later than each October 15th during the Term commencing October 15, 2023, demonstrating that (i) the Operational Requirement is being met; (ii) the Developers own the Property, including the Project; and (iii) the Developers are in compliance with the terms of the Catalyst Grant Contract. The Developers agree to provide such supporting documentation as may be requested by the City as an accompaniment to the Annual Report.

4. **Property Taxes.** The Developers agree 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.

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:

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

The Developers agree to certify to the City by no later than October 15 of each year, commencing October 15, 2023, an amount (the “Developers’ 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 Developers' Estimate, the Developers will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Developers' Estimate to ensure the accuracy of the figures submitted. The Developers shall specify in each Worksheet whether the Payments (as hereinafter defined) shall be issued to JLA LLC or Kathy Kockler.

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 Developers in completing the Worksheet required under this Section A.5.

6. Grant Disbursement Request. At such time that the Developers have incurred costs equal to at least \$20,000, the Developers agree to submit a grant disbursement request (the "Grant Disbursement Request") to the City to request disbursement of the proceeds of the Economic Development Grant. The Grant Disbursement Request shall be accompanied by documentation (the "Costs Documentation") detailing the costs (the "Project Costs") incurred in completion of the Project, including invoices, and such other documentation as may reasonably be requested by the City, confirming that the Project Costs detailed in the Costs Documentation were in fact incurred in the construction of the Project and that such Project Costs are of an amount reasonably to have been expected with respect to the Project. The Grant Disbursement Request submitted under this Section A.6 shall be in the form attached hereto as Exhibit D.

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:

- I. Failure by the Developers to complete construction of the Project pursuant to the terms and conditions of this Agreement and the Catalyst Grant Contract.
- II. Failure by the Developers to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.
- III. Failure by the Developers to fully and timely remit payment of property taxes when due and owing.

- IV. Failure by the Developers to maintain compliance with Sections A.2, A.3, A.5 and A.6 of this Agreement.
- V. Failure by the Developers 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 Developers describing the cause of the default and the steps that must be taken by the Developers in order to cure the default. The Developers 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 Developers 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 disbursement of the proceeds of the Economic Development Grant provided for under Section B.1.
- III. Withhold the Payments provided for under Section B.2 below.

8. Legal and Administrative Costs. The Developers hereby acknowledge 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 Developers agree that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$4,000 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. Economic Development Grant; Catalyst Grant. Within thirty (30) days of receipt by the City from the Developers of a satisfactory Grant Disbursement Request, the City agrees to advance the proceeds of the Economic Development Grant to the Developers in an amount equal to \$20,000.

The City further agrees to advance proceeds of the Catalyst Grant in accordance with the Catalyst Grant Contract.

2. Payments. In recognition of the Developers' 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 Developers during the Term 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 \$20,000 (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 hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described 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 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, 2029, 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 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 Developers' 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 Developers 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 Developers shall make the next succeeding submission of the Developers' Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2029.

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 available to the City with respect to the Property during 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.

6. Waiver of Building Permit Fees. The City agrees to waive the building permit fee for the Project.

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 Developers' rights to receive the Payments hereunder may be assigned by the Developers 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, 2029 or on such earlier date upon which the aggregate sum of Payments made to the Developers 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 Developers 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

JLA LLC

By: _____
[Name, Title]

KATHY KOCKLER

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 1107205800.

EXHIBIT B
CATALYST GRANT CONTRACT

EXHIBIT C
DEVELOPERS' 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 (January 1, 2022):
\$ _____.
- (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 = Developers' Estimate (\$ _____).

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

Please direct the Payments to _____.

RESOLUTION NO. 030 (2021/2022)

Resolution Authorizing Economic Development Grant to Harmony Clothing Closet

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, 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 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

WHEREAS, it has been proposed that the City of Nevada, Iowa (the "City") make a grant of public funds in the amount of \$1,200 (the "Grant") to Harmony Clothing Closet (the "Company") in connection with its business operations (the "Project") in the City;

NOW, THEREFORE, Be It 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 the Project will generate public gains and benefits which are warranted in comparison to the amount of the proposed Grant.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by making the proposed Grant to the Company.

Section 3. The Grant in an amount not to exceed \$1,200 is hereby approved. The City Administrator is hereby authorized and directed to prepare any additional documentation, with the advice of bond counsel, as is deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to implement the Grant approved herein.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 22, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

MINUTES AUTHORIZING ECONOMIC
DEVELOPMENT GRANT

(Harmony Clothing Closet)

Nevada, Iowa

420131-102

November 22, 2021

The City Council of the City of Nevada, Iowa, met on November 22, 2021, at 6:00 o'clock p.m., at the Nevada City Council Chambers, in the City.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

The matter of authorizing a grant to Harmony Clothing Closet for economic development purposes was considered by the Council.

Whereupon, Council Member _____ introduced a proposed resolution entitled: "Resolution Authorizing Economic Development Grant to Harmony Clothing Closet," and moved that the said resolution be adopted, seconded by Council Member _____ and after due consideration thereof by the Council, the Mayor put the question on the motion for adoption of the said resolution and, the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said resolution duly adopted and signed approval thereto.

* * * *

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

November 17, 2021

Via Email

Kerin Wright
City Clerk/City Hall
Nevada, Iowa

RE: City of Nevada
Economic Development Grant/Harmony Clothing Closet
Our File No. 420131-102

Dear Kerin:

We have prepared and attach a Resolution for use by the City Council authorizing the funding of the Economic Development Grant to Harmony Clothing Closet in compliance with Chapter 15A of the Code of Iowa.

Please return an executed copy of the resolution to our office as soon as possible.

Please call me if you have any questions.

Kind regards,

Amy Bjork

cc: Jordan Cook

RESOLUTION NO. 031 (2021/2022)

**RESOLUTION SETTING TIME AND PLACE OF PUBLIC HEARING
TO CONSIDER AMENDMENTS TO THE CODE OF ORDINANCES OF THE CITY OF
NEVADA, IOWA**

BE IT RESOLVED by the Council of the City of Nevada, Iowa, that:

The City Council will conduct a public hearing to consider amendments to the Code of Ordinances of the City of Nevada, Iowa, at 6:00 o'clock p.m. in the Council Chambers of City Hall, Nevada, Iowa, on the 13th day of December, 2021, at which time persons may appear for or against adopting said code titles as proposed.

A copy of the proposed amendments to the Code of Ordinances of the City of Nevada, Iowa is available on the City of Nevada's website and in the City Clerk's office.

The City Clerk is hereby directed to publish notice of such hearing in the Nevada Journal in the form attached hereto and by this reference made a part hereof.

PASSED, APPROVED and ADOPTED this 22nd day of November, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __ that Resolution No. 031 (2021/2022) be adopted.

Ayes: —

Nays: —

Absent: —

The Mayor declared Resolution No. __ (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 031 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22nd day of November, 2021.

Kerin Wright, City Clerk

PUBLIC NOTICE

Public Notice is hereby given that the Council of the City of Nevada, Iowa, will conduct a public hearing to consider amendments to the Code of Ordinances of the City of Nevada, Iowa. A copy of the proposed amendments to the Code of Ordinances of the City of Nevada, Iowa is available on the City of Nevada's website and in the City Clerk's office. Said public hearing will be held on Monday, December 13, 2021, at 6:00 p.m. in the Council Chambers of City Hall, Nevada, Iowa, 1209 6th Street, Nevada, Iowa 50201, at which time persons may appear for or against the adoption of said Municipal Code proposal.

A summary of the code sections for which proposed amendments and/or additions are being considered are as follows:

Chapter 18—City Clerk

18.16 addition of duties for Disbursements of Cemetery

18.17 addition of duties for Custody and investment of funds

24A: Combining Parks, Recreation and Cemetery Board

26: Cemetery Board (Deleted and added to Chapter 24A)

27: Gates Memorial Hall Board of Control (Deleted and added to 24A)

41.16: Public Health and Safety—International Fire Code updated to reflect State of Iowa

46: Minors—Cigarettes and Tobacco updated to legal age to 21 (State Law July 2020)

Chapter 47—Park Regulations

Deleted 47.04.6 Deleted weapons and missiles to reflect state law

47.04.15 (A)(B)(C)(D)—Updated the use of alcohol provisions 47.04.15 (A)(B)(C)(D)

NEW Chapter 48: Mobile Food Vendors

50: Nuisance Abatement Procedure—updated terms for abandoned and unsafe structures

51: Junk, Junk Vehicles and Machinery amended

55: Animal Protection and Control—amended to define dangerous and vicious animals and keeping of the same

61.06: Traffic Control Devices—amended damages for tampering with railroad traffic devices

68.01: One-Way Traffic—deleted previous Gates Hall language

Chapter 69—Parking Regulations

69.08: Added no parking on H avenue

69.09: Deleted Gates Hall parking

69.12: No overnight Parking—Public spaces

69.19: NEW SECTION Parking on Front, Side and Rear Yards

103: Storm Water Drainage System—Section 4 removed regarding time of transfer inspections, as it is prohibited by state code

Chapter 105—Solid Waste Control

105.02: Updated definitions for “open burning”, “recreational fire” and “wood”

105.05: Added open burning restrictions for recreational fires and agriculture fields

105.09: Added regulations for Garbage Receptacles

106.08: Collection of Solid Waste—amended to state that yard waste “may” be collected

121.07: Cigarette and Tobacco Permits—Changed legal age to 21 in accordance with state law

Chapter 136—Sidewalk Regulations

136.03: amended to provide 24 hours for property owners to remove snow and ice

- 136.04: added liability clause for failure to maintain the sidewalk
- 136.08: added permit requirement prior to making sidewalk improvements
- 136.19: added definition for Curb Extensions

NEW Chapter 140: Parklets

145: Dangerous Buildings—amended definition of dangerous building; hearing and infraction language

NEW Chapter 158: Property Maintenance and Rental Code

165.20(F)(3)(B): Updated 165.20-1 Table under “projecting” to reflect “P” in table

Kerin Wright, City Clerk

RESOLUTION 032 (2021/2022)

Resolution Approving Economic Development Grant Agreement with Camelot Theater Foundation

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

WHEREAS, a certain economic development grant agreement (the "Agreement") between the City of Nevada, Iowa (the "City") and Camelot Theater Foundation (the "Foundation") has been prepared, pursuant to which the Foundation would undertake the acquisition of the former Camelot Theater building and the redevelopment thereof into a multiuse building to include event space, a theater and a bistro (the "Project"); and

WHEREAS, under the Agreement, the City would provide an economic development grant (the "Grant") to the Foundation in a total amount not exceeding \$20,000;

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 Grant.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and funding the Grant to the Foundation.

Section 3. The Grant in an amount not to exceed \$20,000, is hereby approved, subject to the terms and conditions set out in the Agreement to be entered into by the Foundation and the City. The City Administrator, with advice from bond counsel to the City, is hereby authorized and directed to prepare any additional documentation and to make such changes to the Agreement as are deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized execute such documents as may be necessary to implement the Grant

approved herein, including the Agreement, in substantially the form as has been presented to this City Council.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved November 22, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

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

WITNESS MY HAND this ____ day of _____, 2021.

Kerin Wright, City Clerk

APPROVE ECONOMIC
DEVELOPMENT GRANT
AGREEMENT

(Camelot Theater Foundation)

420131-102

Nevada, Iowa

November 22, 2021

The City Council of the City of Nevada Iowa, met on November 22, 2021, at 6:00 o'clock p.m., at the Nevada City Council Chambers, Nevada Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:



November 17, 2021

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, IA

Re: Camelot Theater
File No. 420131-102

Dear Kerin:

Attached please find the proceedings covering approval of a proposed Economic Development Grant Agreement (the "Agreement") with Camelot Theater Foundation.

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

Please call John Danos or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Jordan Cook

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the “City”) and Camelot Theater Foundation (the “Foundation”) as of the ____ day of _____, 2021 (the “Commencement Date”).

WHEREAS, the Foundation has proposed to acquire the former Camelot Theater building (the “Camelot Building”) which is situated at 1114 6th Street in the City (the “Property”); and

WHEREAS, the Foundation has proposed to undertake the redevelopment of the Camelot Building (“the Project”) into a mixed-use building, including rental space, a theater and a bistro; and

WHEREAS, the Foundation has requested that the City provide financial assistance in the form of an economic development grant (the “Grant”) to be used by the Foundation in paying the costs of undertaking the Project; and

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

NOW THEREFORE, the parties hereto agree as follows:

A. Foundation’s Covenants

1. **Property Acquisition.** The Foundation agrees to acquire the Property on December 15, 2021 (the “Acquisition Date”). To the extent that the Foundation has not obtained 501(c)(3) status, the Foundation agrees to cause the Nevada Community Historical Society to acquire the Property on December 15, 2021. Further, the Foundation agrees to use the proceeds of the Grant solely in connection with paying the costs of acquiring the Property. The Foundation agrees to provide documentation to the satisfaction of the City demonstrating the costs that will be incurred by the Foundation in acquiring the Property on or before the Acquisition Date.

2. **Project.** The Foundation agrees to undertake the Project on the Property and to substantially complete such Project by _____, 2022. The Foundation agrees that the Project will minimally include event space, a theater and a bistro. The Foundation agrees to provide written notice to the City when the Project is completed.

Further, the Foundation agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

3. **Acknowledgment of Support.** The Foundation acknowledges that the Grant provided under this Agreement is intended to satisfy the local match requirements of any grants awarded to the Foundation in connection with the Project, and the City does not intend to provide additional economic development support to the Project.

4. Default Provisions.

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

- (i) Failure by the Foundation to acquire the Property pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Foundation to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Foundation 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 Foundation describing the cause of the default and the steps that must be taken by the Foundation in order to cure the default. The Foundation 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 Foundation 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 disbursement of the proceeds of the Economic Development Grant provided for under Section B.1.
- (iii) Recover from the Foundation an amount equal to the full amount of the Grant made to the Foundation under Section B.1 below.

B. City's Obligations

1. Economic Development Grant. Upon receipt by the City from the Foundation of documentation demonstrating the costs incurred by the Foundation in acquiring the Property, the City agrees to fund the Grant in the amount of \$20,000 to the Foundation.

2. Waiver of Building Permit Fees. The City agrees to waive the building permit fee for the Project.

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 Foundation's rights to receive the Grant hereunder may be assigned by the Foundation to a private lender, as security on a credit facility taken with respect to the acquisition of the Property.

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 December 31, 2022 or on such earlier date upon which the Foundation notifies the City that the Project has been completed.

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 Foundation 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

CAMELOT THEATER FOUNDATION

City Administrators Report

October 21-November 18, 2021

Good afternoon,

I am excited to have attached the newly updated ordinances that Erin and I have been working on. There are a lot of changes including three (3) new codes which are Parklets, Property and Maintenance Rental Code, and mobile food vendor. Please take time to look through the code sections that are on the sheet that is attached to the email and packet.

Pizza Fest

We had our second meeting and are working on getting a 3rd one going very shortly. Hopefully within the next week we will have another meeting set up. Things are moving along and we have a date set for May 14th for the big shindig. We are working on the current set up now and we are looking forward to creating another strong event for Nevada.

Virtual Fly-in

The virtual Fly-ins were great to be a part of. It was good to see our representatives speak so passionate about the struggles we are seeing in Iowa. Some of the concerns I had were inflation costs, supply chain issues and our current exporting practices and what we will be doing to improve these functions.

HR Webinar

Took part in a seminar for Human Resources that discussed the dos and don'ts of HIPAA and what are or are not violations. Overall, it was a very helpful class and have found that a lot of information in the past was inaccurate.

Derecho

We have finalized everything with FEMA and have received all of the checks pertaining to damages. Historical society was also able to get an additional \$3,750 for the damages that occurred during the event. Overall, the process took about a year from start to finish.

2040 Visioning

We are making progress; the final report should be coming out in a January as we are having our last in-person meeting and should be finalizing the last points before they put it in document form. I will be interested to see how everyone's vision aligns with the overall 20-year plan.

Fieldhouse Groundbreaking

We had our groundbreaking ceremony for the Fieldhouse, long overdue, but very exciting to see it finally come to fruition. We have communicated with RMH Architects and expressed our desire to go out for bid in January. They are finishing up new estimates as the prices have changed. We will be having a meeting with them mid-December.

Dorsey and Whitney

We have several agreements with Dorsey and Whitney. You will start to see some of them on this agenda but will see more in the coming meetings.

Health insurance

Health insurance premiums have gone up but not too much. We had an increase of 3.5% this year which is fairly low and good for our budget as this is a major concern for many communities as insurances tend to increase rather than decrease.

Marco-Copiers, Printers

We continue to have issues with our copiers and printers. Unfortunately, we are stuck in our contract for another 1.5 years. I have been working with Marco in hopes we can get the major issue fixed which is shorting out one of our computers, causing it to shut down.

Succession Plan

Ric wanted to set a meeting up with Brett and I to discuss his future plans. The Chief would like to start initiating a plan to put in place to train his sergeants in hopes that they will be ready for the leadership role when he retires. He has been training them on the budget and will be delegating more responsibilities slowly.

Centennial Planning

We Started planning for the Centennial party for Rotary which takes place on May 1st. We will be using Evergreen Lane to showcase the "big house".

Leadership Nevada:

Will have a few more meetings before classes start up in January but we have worked through a lot of the schedule and feel it's going to be a fun year for the leadership class. Joe Mousel and Chris Brandes will also be participating this year.

Updates:

Burke WW Agreement:

Waiting to hear back from DA Davidson

Verbio WW Agreement:

In progress

Rise Grant:

No Update

Design:

Waiting on Mainstreet to present.

Ordinances:

Public hearing will be set for next meeting

CAT Grant:

Making a decision on December 2.

Drone:

Still weighing our options out, we have a couple of them on the table.

Micro Grant Monies:

Region XII have started the process.

ARPA Grant Monies:

Waiting to hear back to see if we were rewarded.



STAFF MEETING AGENDA

Monday, November 15, 2021 @ 9:00 A.M

A. One Organization & Noteworthy – How have you helped another department this last week? How can you help? Anyone gone above and beyond to create a team working environment, or included someone or another department on a project.

-Several departments helped other departments the past two weeks

B. Old Business

a. City Administrator

- i. FirstNet-November 22nd – Group coming back to talk with anyone else interested**
- ii. ArcGIS- City providing more training opportunities in order to gain and store better information**
- iii. Department Plans and sustainability- Working through each department and sustainability plans for the future.**
- iv. Vehicle/ Equipment list and plan List of all equipment and vehicles for inventory and cost analysis.**
- v. Community Publication Discuss community wide publication amongst groups**
- vi. Housing Developments Provided updates on where we are at with certain developments**
- vii. Pizza Fest Getting more involvement and ideas from staff**



MEMO

To: Nevada Mayor and City Council

From: Larry Stevens, PE

Subject: Monthly Project Update from HR Green

Date: November 17, 2021

On-Call Engineering Services – 40100100

HR Green provided the following services:

- Reviewed and provided comments on the revised stormwater drainage report for the Verbio Plant site at Lincoln Highway and 590th Street. Verbio is attempting to downsize the existing detention pond to recover some usable land.
- Participated in a conference call with Air Products, located on the property of Lincolnway Energy, to discuss options to provide sanitary sewer service to their facility. They are currently discharging to LWE, which has on-site treatment of their domestic waste.

Central Business District Infrastructure Improvements – 180306

All project work has been completed, except for the following:

- Streetscaping in the block of 6th Street between Lincoln Highway and M Avenue. Some work is completed, but the subcontractor is waiting for additional pavers to be delivered. They are expected by the end of November.
- Some parking space pavement markings in this same area remain to be completed, and this is expected to be completed by November 19.
- Portions of the pavement markings for the streets south of Lincoln Highway were required to be redone, due to insufficient cleaning of the surface prior to paint placement. This work will be completed in Spring 2022.

Sponsored Projects - 191900

Nevada Sponsored Project Concept Design – 191900.02

- Concept design is continuing on the drainage tributaries from the Indian Ridge subdivision to West Indian Creek and the existing drainage area and channel near the Kiwanis Butterfly Garden Area.
- HR Green is still awaiting the jurisdictional ruling from the US Army Corps of Engineers on several locations in the Harrington Park and Wilson Pond project areas. The ruling requests were made 5/26/2021, and jurisdictional rulings usually take several months. Since these rulings will affect the design concept, concept work for Harrington Park and Wilson Pond are paused pending the ruling.
- Work on the North Stormwater Facility remains paused indefinitely pending further discussion between the City and private property owners.
- A meeting with City staff is scheduled for November 30 to discuss current status and next steps for various projects.

GIS Services – 181696

- Cemetery Project
 - Mike met with Tim and Gene to go over Cemetery Application. Mike has a few questions for Tim and Gene to review to finalize the last few plots. Gene to provide Mike with a map of the old part of the cemetery for inclusion into the GIS.
- Training
 - Mike Liska met with Ryan and many others from the city to go over the GIS. Mike helped most of the staff get updated to the new "Field Maps" application for their smart phone or tablets. Mike provided training on how to view, edit, and create data both on a desktop computer as well as on a mobile device.
- Design Requests
 - HR Green continues to help with design requests on an as needed basis.

2021 Streets Project - 201191

- This project consists of the following:
 - 11th Street from U to W Avenues – full depth asphalt roadway with open ditches.
 - Lincoln Highway mill and overlay from the bridge over the UPRR Connector Track to approximately 1900'.
 - S-14 (W 4th Street) from M Avenue to North of Railroad underpass – planning on complete reconstruction of street. PCC or HMA options for the reconstruction are being considered. Cost estimates for both have been prepared.
- Final plans and specifications are being prepared.
- Cost estimates have been prepared.
- Anticipate an early 2022 letting.

Wastewater Treatment Facility - 160473

- Phase 1, Site Preparation: Work was completed as of 5/14/21. Working on project close-out with IDNR.
- Phase 2, WWTF Plant: Held construction progress meeting with WBCI on 11/17. Current work items underway include: Foundations and walls work for Administration Building, Headworks Building, aerobic digester, Secondary Treatment Building, Return Pump Station, secondary clarifiers, and UV Building; HRG is working on shop drawing submittal reviews and responding to contractor questions; HRG is reviewing change order requests from WBCI and will provide recommendations to the City on this items for consideration.
- Phase 3, Lift Station: Project was awarded to Boomerrang Corporation on 11/8; awaiting construction agreement, bonds, and insurance from Boomerrang; Notice to Proceed to be issued on or before 12/17; will schedule pre-construction after NTP is given
- Phase 4, Force Main and Trunk Sewer: HRG is developing revised design documents for the new alignment; Council approved easement compensation terms on 10/25; HRG is moving forward with ER efforts; JCG Land Services has been meeting with property owners for easement negotiations; targeting 60% design submittal to City on 12/10.

Jordan Well No. 4 Abandonment - 191227

- Notice to Proceed has been given to Northway.
- The Contractor is waiting on a subcontractor to remove the asbestos in the well building

American Water Infrastructure Act - 201437

- HR Green reviewed the draft Emergency Response Plan with City staff on November 12 and made final revisions for submittal.
- The ERP certification is due no later than December 2021; we are on schedule for this EPA requirement.

Kerin Wright

From: Ricardo Martinez
Sent: Tuesday, November 16, 2021 1:19 PM
To: Kerin Wright
Subject: FW: Street Closing change

Ricardo Martinez II
Public Safety Director
Chief of Police
1209 6th Street
Nevada, Iowa 50201
O: 515-382-4593
F: 515-382-5469

Email correspondence to and from this address may be subject to the Iowa Public Records Law, Code of Iowa Chapter 22, and may be disclosed to third parties.

From: Marlys Barker
Sent: Friday, November 12, 2021 11:44 AM
To: Ricardo Martinez <rmartinez@cityofnevadaiaowa.org>
Cc: Jordan Cook <jcook@cityofnevadaiaowa.org>; Kristy Reinhart <marketing@gatheringsnevada.com>; Ros Dunblazier (dunblazierros@gmail.com) <dunblazierros@gmail.com>; Henry Corbin <director@mainstreetnevada.org>
Subject: Street Closing change

Chief Martinez,

We have had a change in plans during the Christmas On Main event Dec. 11, and would ask that you disregard our request to close the one block of Sixth Street.

We are going to leave all roads and parking open during the event.

Thank you.

Marlys Barker
Ros Dunblazier
Kristy Reinhart
Henry Corbin



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

Dated: Wednesday, November 10th, 2021

Henry T Corbin
Christmas on Main Committee
1015 6th Street
Nevada, Iowa 50201

Contacts for Event:

Henry T Corbin	515-509-3045	director@mainstreetnevada.org
Marlys Barker	515-290-1738	mbarker@cityofnevadaiaowa.org
Ros Dunblazier	515-291-8487	dunblazierros@gmail.com
Kristy Reinhart	515-451-4280	marketing@gatheringsnevada.com

Reference: Christmas on Main: A "Made for the Movies" Hometown Celebration Street Closure

Dear Henry, Marlys, Ros, Kristy,

I received your email dated Monday, October 25th, 2021, in reference to the Christmas on Main: A "Made for the Movies" Hometown Celebration. This is to take place Saturday, December 11th, 2021. Most of Christmas on Main will take place on 6th Street from about I Avenue on the south to N Avenue on the north end, including businesses on K Avenue. Street closure is restricted to a smaller area. Road closures requested as follows:

- 1) Road closure from 3:00pm until 8:00pm
- 2) The event will take place starting at 4:00pm, concluding at 7:00pm
- 3) 6th Street from the north side of K Avenue to the south side of the intersection at Lincoln Highway

Request Approved

Should police need to contact a person in charge, all four of you are listed as that contact person. Be prepared to allow emergency vehicles access to the closed area if necessary. In your request letter for this event, it appears you have taken the necessary steps to keep businesses and residents informed of the activities and closure. Thank you for being proactive in this notification.

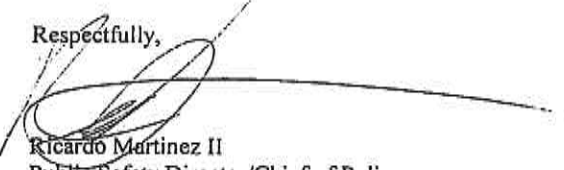
If you should have individuals assist your organization for traffic control, as a reminder, they need to be wearing high visibility vests approved by the Nevada Public Safety Department. The NPSD has vests which can be borrowed but must be returned afterwards. Because of the time of this celebration, light wands would be beneficial. The NPSD does not have these for public use.

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

If you need equipment to assist you in the road closure, such as barricades or cones, you will need to contact Nevada Streets Superintendent Joe Mousel. Mr. Mousel can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. There are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

Should you have any questions please contact me.

Respectfully,


Ricardo Martinez II
Public Safety Director/Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Jeremy Rydl, Nevada Public Works Director
Joe Mousel, Nevada Street Superintendent
Command Staff, Nevada Public Safety Department
Nevada Mayor and City Council

October 26, 2021

Dear Public Safety Director Martinez,



The Christmas on Main Committee, a sub-committee of Main Street Nevada Promotions Committee, with assistance from the City of Nevada and Runners United Nevada (RUN), is coordinating Christmas on Main: A 'Made for the Movies' Hometown Celebration. The event is set for Saturday, December 11, from 4-7 p.m.

We have shared information regarding this event through both a written letter and personal contact with business owners in the Main Street Nevada District. Main Street Nevada also sent an email letter to all Nevada businesses about this event. We have contacted and are working on plans with a number of organizations including Nevada Parks and Recreation, the Nevada Fire Department, RUN, the Lion's Club, the Nevada American Legion Auxiliary, the Methodist Church Youth Group, the Nevada Schools Fine Arts instructors, and the Nevada Public Library staff.

With the businesses and organizations committed to our festival, the event will take in an area from Blackbird Design & Print near I Avenue to the American Legion, Farm Bureau and Nevada Barbell businesses near M Avenue. It will also include businesses and organizations between 5th and 7th Streets along K Avenue. We are, however, only requesting to close one block of the celebration area: Sixth Street from K Avenue to Lincoln Highway. Participating businesses have requested we leave most of the district open to parking. The block we are requesting to close will help with safety of the children waiting to see Santa Claus in the Talent Factory/Theater. We would close the block at approximately 3 p.m. and re-open by 8 p.m.

Please reach out to us, the three event co-chairs, if you have any additional questions. We would be happy to answer those or speak to any concerns you have. We are hopeful you can approve our request.

Sincerely,

Marlys Barker (mbarker@cityofnevadaiaowa.org)

Ros Dunblazier (dunblazierros@gmail.com)

Kristy Reinhart (marketing@gatheringsnevada.com)