



COPY

AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JUNE 27, 2022 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

<https://us02web.zoom.us/j/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 through Zoom regarding an agenda item or during public forum prior arrangements are REQUIRED. Written documents may also be submitted.***

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, June 27, 2022

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Presentation and Request for Contribution for the Expansion at the Des Moines International Airport and Appropriate Follow-Up.
5. Review of ICAP and IMWCA Insurance Renewals, Melissa Johnson with Midwest Insurance
6. 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 June 13, 2022
 - B. Approve Payment of Cash Disbursements, including Check Numbers 78019-78118 and Electronic Numbers 1127-1137 (Inclusive) Totaling \$2,153,927.65 (See attached list)
 - C. Authorize Payment of \$38,395.00 to Iowa Municipal Workers Company Association for FY 2022/2023 Insurance after July 1, 2022
 - D. Authorize Payment of \$240,006.00 to Iowa Communities Assurance Pool for FY 2022/2023 Insurance after July 1, 2022

- E. Approve Revised Grant Agreement with IEDA for the Camelot in the Amount of \$200,000.
- F. Approve Tax Abatements:
 - 1. BP2021-0196, 916 11th Street – New House
 - 2. BP2019-0160, 537 6th Street – New Garage
 - 3. BP2021-0153, 1112 Sioux Drive – Basement
 - 4. BP2021-0168, 107 West I Avenue – Addition
 - 5. BP2021-0185, 1325 K Avenue - Garage
- G. Approve Renewal of Class “E” Liquor License (LE), Wine, Beer and Sunday Sales for HyVee Dollar Fresh, 1622 Fawcett Parkway, Effective August 10, 2022
- H. Approve Renewal of Class “C” Liquor License, Outdoor Service and Sunday Sales Permit for Good & Quick Co., 519 Lincoln Highway, Effective August 11, 2022
- I. Approve Fiscal Year 2022/2023 Retail Cigarette/Tobacco Permits for:
 - 1. Renewal – Fareway Store, #426, 1505 South B Avenue
 - 2. Renewal – Casey’s General Store #2306, 1138 Lincoln Highway
 - 3. Renewal – Casey’s General Store #3319, 1800 South B Avenue
 - 4. Renewal – Moes Mart #15, 136 Lincoln Highway
 - 5. Renewal – Moes Mart #16, 731 Lincoln Highway
 - 6. Renewal – Good & Quick Co., 519 Lincoln Highway
 - 7. Renewal – Dollar General Store #1536, 1705 South B Avenue
 - 8. Renewal – Nevada Dollar Fresh, 1622 Fawcett Parkway

7. MAYOR'S APPOINTMENTS

- A. Approve Re-Appointments of the following Board/Commission Recommendations
 - 1. Board of Adjustment – Dianna Haley
 - 2. Planning & Zoning – Evie Peterson
 - 3. Historic Preservation Commission – Jon Augustus
 - 4. Parks/Recreation/Cemetery Board – Tony Sneiderman
 - 5. Senior Community Center Board – Merry Cordes

- 8. 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.

9. OLD BUSINESS

- A. Ordinance No. 1025 (2021/2022): An Ordinance amending the Zoning Map of the City of Nevada, Iowa, by amending the zoning classification the parcel of land owned by Cary P. Martin at 1002 D Avenue, located within the corporate limits of the City of Nevada, IA, from “LI” (Limited Industrial) District to “R-2” (Residential) District, third and final reading
- B. Ordinance No. 1026 (2021/2022): An Ordinance amending the Zoning Map of the City of Nevada, Iowa, by amending the zoning classification the parcel of land owned by Michael L. Doty at 436 11th Street, located within the corporate limits of the City of Nevada, IA, from “LI” (Limited Industrial) District to “R-2” (Residential) District, third and final reading

10. NEW BUSINESS

- A. Approval of Hattery Shelter Project for Parks & Recreation Department
- B. Approval of HR Green Work Order; Scope of Services for Cemetery Project Phase 2, not to exceed \$20,000
- C. Resolution No. 093 (2021/2022) A Resolution Approving the Contract Between Iowa Economic Development Authority and the City of Nevada for the Award of Community Development Block Grant Covid-19 Program for the City Microenterprise Assistance Project
- D. Resolution No. 094 (2021/2022): A resolution approving a Memorandum of Understanding Between City of Nevada, Iowa and Public Professional and Maintenance Employees Local 2003 IUPAT Authorizing and Directing Signing of the MOU to the Union Contract
- E. Resolution No. 095 (2021/2022): A Resolution approving Inflation Raise for Non-Bargaining Employees Effective July 1, 2022
- F. Resolution No. 096 (2021/2022): A Resolution Setting Date for Public Hearing on Designation of the Expanded Nevada Urban Renewal Area and on Urban Renewal Plan Amendment
- G. Approve Neighborhood Improvement Incentive Program Application for 1223 K Ave, in the amount of \$1,680
- H. Resolution No. 097 (2021/2022): A Resolution approving an Administrative Subdivision Application for Story County Hospital, 640 S. 19th Street

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

12. **CLOSED SESSION:** Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

13. Discussion and appropriate follow-up on Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

14. ADJOURN

The agenda was posted on the official bulletin board on June 23, 2022, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2021-2022\2022-06-27.DOC



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JUNE 27, 2022 – 6:00 P.M.

4. Presentation and Request for Contribution for the Expansion at the Des Moines International Airport and Appropriate Follow-Up.
5. Review of ICAP and IMWCA Insurance Renewals, Melissa Johnson with Midwest Insurance
9. OLD BUSINESS
 - A. Ordinance No. 1025 (2021/2022): An Ordinance amending the Zoning Map of the City of Nevada, Iowa, by amending the zoning classification the parcel of land owned by Cary P. Martin at 1002 D Avenue, located within the corporate limits of the City of Nevada, IA, from "LI" (Limited Industrial) District to "R-2" (Residential) District, third and final reading
Enclosed is the Ordinance for final approval.
 - B. Ordinance No. 1026 (2021/2022): An Ordinance amending the Zoning Map of the City of Nevada, Iowa, by amending the zoning classification the parcel of land owned by Michael L. Doty at 436 11th Street, located within the corporate limits of the City of Nevada, IA, from "LI" (Limited Industrial) District to "R-2" (Residential) District, third and final reading
Enclosed is the Ordinance for final approval.
10. NEW BUSINESS
 - A. Approval of Hattery Shelter Project for Parks & Recreation Department
Enclosed you shall find an Action Form with history and options.
 - B. Approval of HR Green Work Order; Scope of Services for Cemetery Project Phase 2, not to exceed \$20,000
Enclosed you shall find an Action Form with history and options. Also provided is the Work order from HRG.
 - C. Resolution No. 093 (2021/2022) A Resolution Approving the Contract Between Iowa Economic Development Authority and the City of Nevada for the Award of Community Development Block Grant Covid-19 Program for the City Microenterprise Assistance Project
Enclosed is the resolution and contract with IEDA to facilitate the Microenterprise Project. Region XII will be assisting with the CDBG-CV grant.
 - D. Resolution No. 094 (2021/2022): A resolution approving a Memorandum of Understanding Between City of Nevada, Iowa and Public Professional and Maintenance Employees Local 2003 IUPAT Authorizing and Directing Signing of the MOU to the Union Contract
Enclosed is a resolution and the MOU with the Union to provide a 2% inflation raise. Also provided is the matrix schedule showing the increase. The Union has approved.
 - E. Resolution No. 095 (2021/2022): A Resolution approving Inflation Raise for Non-Bargaining Employees Effective July 1, 2022
Enclosed you shall find the resolution and the new wage scales for non-union employees.
 - F. Resolution No. 096 (2021/2022): A Resolution Setting Date for Public Hearing on Designation of the Expanded Nevada Urban Renewal Area and on Urban Renewal Plan Amendment

Enclosed you shall find the resolution to set the public hearing for the amendment to our plan. The Plan Amendment is also included. Two of the amendments are Verbio's, revising a current agreement and adding a new agreement for the recently annexed area. The third amendment is the final agreement for the Nevada Journal building.

- G. Approve Neighborhood Improvement Incentive Program Application for 1223 K Ave, in the amount of \$1,680

Enclosed you shall find a memo from Zoning Administrator Hutton and the NIIP Application along with the bids received.

- H. Resolution No. 097 (2021/2022): A Resolution approving an Administrative Subdivision Application for Story County Hospital, 640 S. 19th Street

Enclosed you shall find a memo from Zoning Administrator Hutton, a resolution to approve the subdivision, the application and the plat and map of the area.

Kerin Wright

Item # 4
Date: 6/27/22

From: Jordan Cook
Sent: Monday, June 6, 2022 3:11 PM
To: Kerin Wright
Subject: FW: Council Meeting

From: Foley, Kevin J. <KJFoley@dsairport.com>
Sent: Monday, June 6, 2022 2:21 PM
To: Jordan Cook <jcook@cityofnevadaaiowa.org>
Cc: Mulcahy, Brian C. <bcmulcahy@dsairport.com>
Subject: Council Meeting

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

Mr. Cook,

I am writing today as a follow up to a meeting Dan Culhane arranged for an Airport Terminal presentation back in April. I am hoping I could get on the Nevada City Council agenda to make a presentation and ask for support from the City of Nevada. It has been a very busy spring at the Airport and I am a little delinquent following up but if there is an upcoming meeting that works I will do my best to work it in.

Thank you,
Kevin Foley

Kevin Foley

Executive Director
Des Moines International Airport



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Thank you.

City of Nevada
1209 6th Street
Nevada, IA 50201

ICAP-Iowa Communities Assurance Pool
Member #324
Effective 7/1/2022-7/1/2023
IMWCA Renewal 7/1/2022-7/1/2023

	2022-2023 Term	2021-2022 Term	\$ Change	% Change
Property	\$105,015.00	\$87,124.00	\$17,891.00	20.5%
General Liability	\$60,474.00	\$49,906.00	\$10,568.00	21.2%
Law Enforcement Liability	\$6,263.00	\$5,219.00	\$1,044.00	20.0%
Public Officials Wrongful Acts	\$8,409.00	\$6,462.00	\$1,947.00	30.1%
Vehicles	\$17,885.00	\$15,813.00	\$2,072.00	13.1%
Automobile Liability	\$12,059.00	\$10,963.00	\$1,096.00	10.0%
Equipment Breakdown	Included	Included	XX	XX
Crime	Included	Included	XX	XX
Excess Liability	\$28,421.00	\$22,094.00	\$6,327.00	28.6%
Bond	\$1,480.00	\$1,451.00	\$29.00	2.0%
Marketing & Administration Fees	\$0.00	\$0.00	\$0.00	#DIV/0!
TOTAL	\$240,006.00	\$199,032.00	\$40,974.00	20.6%
2021 Credit Voucher	\$0.00	\$0.00		
TOTAL With Credit Voucher	\$240,006.00	\$199,032.00	\$40,974.00	20.6%

Workers Compensation	\$38,395.00	\$40,701.00	-\$2,306.00	-5.7%
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	2022-2023 Term	2021-2022 Term	\$ Change	% Change
PROPERTY	\$105,015.00	\$87,124.00	\$17,891.00	20.5%
Deductible	\$5,000	\$5,000	\$0	0.0%
Total Insured Value	\$72,321,899	\$68,627,502	\$3,694,397	5.4%
Property Coverage Extension	Included	Included	XX	XX
Buildings	\$65,093,955	\$60,611,991	\$4,481,964	7.4%
Personal Property	\$3,544,284	\$3,798,351	(\$254,067)	-6.7%
Misc. Property Scheduled	\$2,224,065	\$2,757,565	(\$533,500)	-19.3%
Misc. Property Unscheduled	\$1,429,595	\$1,429,595	\$0	0.0%

	2022-2023 Term	2021-2022 Term	\$ Change	% Change
GENERAL LIABILITY	\$60,474.00	\$49,906.00	\$10,568.00	21.2%
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

	2022-2023 Term	2021-2022 Term	\$ Change	% Change
LAW ENFORCEMENT LIABILITY	\$6,263.00	\$5,219.00	\$1,044.00	20.0%
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

	2022-2023 Term	2021-2022 Term	\$ Change	% Change
PUBLIC OFFICIALS WRONGFUL ACTS	\$8,409.00	\$6,462.00	\$1,947.00	30.1%
Limit of Coverage	\$2,000,000	\$2,000,000	\$0	0.0%

	2022-2023 Term	2021-2022 Term	\$ Change	% Change
AUTOMOBILE	\$29,944.00	\$26,776.00	\$3,168.00	11.8%
Vehicles	\$3,435,076	\$3,676,304	-\$241,228	-6.6%
Automobile Liability	\$2,000,000	\$2,000,000	\$0	0.0%
Comprehensive Deductible	\$1,000	\$1,000	\$0	0.0%
Collision Deductible	\$2,000	\$2,000	\$0	0.0%
	2022-2023 Term	2021-2022 Term	\$ Change	% Change
EXCESS LIABILITY	\$28,421.00	\$22,094.00	\$6,327.00	28.6%
Limit of Coverage	\$8,000,000	\$8,000,000	\$0	0.0%
	2021-2022 Term	2020-2021 Term	\$ Change	% Change
MARKETING & ADMIN. FEES	\$0.00	\$0.00	\$0.00	#DIV/0!
Agency Fee	\$0.00	\$0.00	\$0	#DIV/0!
	2022-2023 Term	2021-2022 Term	\$ Change	% Change
WORKERS COMPENSATION	\$38,395.00	\$40,861.00	-\$2,466	-6.0%
Bodily Injury by Accident	\$1,000,000	\$1,000,000	\$0	0.0%
Bodily Injury by Disease Per/Emp.	\$1,000,000	\$1,000,000	\$0	0.0%
Bodily Injury by Disease - Aggregate	\$1,000,000	\$1,000,000	\$0	0.0%
PAYROLL	\$2,781,941	\$3,011,072	(\$229,131)	-7.6%
Experience Modification Factor	0.73	0.72	0.01	XX
Longevity Credit	\$7,353	\$6,720	\$633	9.4%
Loss Experience Credit	\$23,897	\$24,959	(\$1,062)	-4.3%
Large Premium Discount	\$12,868	\$13,439	(\$571)	-4.2%

NEVADA CITY COUNCIL – MONDAY, JUNE 13, 2022 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, June 13, 2022, 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: Barb Mittman, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: Brian Hanson.

Staff Present: Erin Clanton, Jordan Cook, Larry Stevens, Kerin Wright, Erin Mousel, Andrew Henderson, Tim Hansen, Ryan Hutton and Joe Mousel.

Also in attendance were: Brenda Dryer, Michelle Cassabaum, Larry McKim and Louis Lang.

3. APPROVAL OF AGENDA

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

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

Motion by Barb Mittman, seconded by Sandy Ehrig, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting held on May 23, 2022 and Special Meeting held on May 31, 2022
- B. Approve Payment of Cash Disbursements, including Check Numbers 77917-78018 and Electronic Numbers 1120-1126 (Inclusive) Totaling \$783,804.48 (See attached list) and the June Great Western Bank Card Statement
- C. Approve Financial Reports for Month of May, 2022

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

5. PUBLIC FORUM

Louis Lang expressed his want for a dump station for yard waste and submitted a petition. Due to construction, the current dump is unavailable. It will take time to determine a final solution.

6. OLD BUSINESS

- A. Central Business District Infrastructure Improvements Project
 - 1. Approve Change Order No. 8 in the amount of \$68,953.65

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Change Order No. 8 in the amount of \$68,953.65.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

2. Approve Change Order No. 9 in the amount of \$317,649.90

Motion by Steve Skaggs, seconded by Barb Mittman, to **approve Change Order No. 9 in the amount of \$317,649.90.** After due consideration and discussion the roll was called. Aye: Skaggs, Mittman, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

3. Approve Pay Request No. 19 in the amount of \$65,505.97

Motion by Sandy Ehrig, seconded by Jason Sampson, to **approve Pay Request No. 19 in the amount of \$65,505.97.** After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Skaggs, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

4. Resolution No. 084 (2021/2022): A Resolution Accepting the Central Business District Infrastructure Improvements Project as Complete and release of retainage

Motion by Steve Skaggs, seconded by Barb Mittman, to **adopt Resolution No. 084 (2021/2022).** After due consideration and discussion the roll was called. Aye: Skaggs, Mittman, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

5. Approve Pay Request No. 20 in the amount of \$414,362.56, retainage

Motion by Barb Mittman, seconded by Dane Nealson, to **approve Pay Request No. 20 in the amount of \$414,362.56, retainage.** After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- B. Ordinance No. 1025 (2021/2022): An Ordinance amending the Zoning Map of the City of Nevada, Iowa, by amending the zoning classification the parcel of land owned by Cary P. Martin at 1002 D Avenue, located within the corporate limits of the City of Nevada, IA, from "LI" (Limited Industrial) District to "R-2" (Residential) District, second reading

Motion by Dane Nealson, seconded by Jason Sampson, to **approve Ordinance No. 1025 (2021/2022), second reading.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

- C. Ordinance No. 1026 (2021/2022): An Ordinance amending the Zoning Map of the City of Nevada, Iowa, by amending the zoning classification the parcel of land owned by Michael L. Doty at 436 11th Street, located within the corporate limits of the City of Nevada, IA, from "LI" (Limited Industrial) District to "R-2" (Residential) District, second reading

Motion by Steve Skaggs, seconded by Sandy Ehrig, to **approve Ordinance No. 1026 (2021/2022), second reading.** After due consideration and discussion the roll was called. Aye:

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

- D. Resolution No. 085 (2021/2022): A Resolution to approve Sub-Grant Agreement between the Iowa Economic Development Authority and City of Nevada for Camelot Downtown Housing Project

Motion by Dane Nealson, seconded by Sandy Ehrig, to **adopt Resolution No. 085 (2021/2022).** After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Mittman, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- E. Approve changes to City Hall Campus (CHC) Park and Parking Lot Rules and Regulations

Motion by Barb Mittman, seconded by Dane Nealson, to **approve changes to City Hall Campus (CHC) Park and Parking Lot Rules and Regulations,** and then amended motion by Barb Mittman, seconded by Dane Nealson, to **approve amended changes to City Hall Campus (CHC) Park and Parking Lot Rules and Regulations.** After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- F. Approve Pay Request No. 12 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$992,431.81

Motion by Jason Sampson, seconded by Steve Skaggs, to **approve Pay Request No. 12 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$992,431.81.** After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- G. Approve Pay Request No. 4 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$190,846.65

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Pay Request No. 4 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$190,846.65.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

- H. Approve Pay Request No. 1 for Jordan Well No. 4 Plugging and Demolition from The Northway Corporation in the amount of \$24,555.60

Motion by Steve Skaggs, seconded by Sandy Ehrig, to **approve Pay Request No. 1 for Jordan Well No. 4 Plugging and Demolition from The Northway Corporation in the amount of \$24,555.60.** After due consideration and discussion the roll was called. Aye: Skaggs, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- I. Approve Professional Services Agreement with HR Green for SRF Sponsored Project Final Design and Construction Administration, not to exceed \$443,000.00

Motion by Barb Mittman, seconded by Dane Nealson, to **approve Professional Services Agreement with HR Green for SRF Sponsored Project Final Design and Construction Administration, not to exceed \$443,000.00.** After due consideration and discussion the roll

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

7. NEW BUSINESS

A. Discussion and Appropriate Follow-up regarding Contractor for removal of Ash Trees

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Robb's Tree & Stump Service for Ash Tree Removal at a cost of \$675.00 per Tree and Stump.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

B. Approve Resolution No. 086 (2021/2022): A Resolution Approving the Application of Cass-Doty LLC to the Iowa Economic Development Authority Iowa Workforce Housing Tax Credit Program

Motion by Sandy Ehrig, seconded by Dane Nealson, to **adopt Resolution No. 086 (2021/2022).** After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Mittman. Nay: None. The Mayor declared the motion carried.

8. REPORTS:

City Administrator Cook reported on meetings he attended, including Board of Supervisors, Lincoln Highway Days, Pizza-Pie-Looza follow-up, and his trip to Washington D.C.

Mayor Barker outlined on his trip to Washington D.C., speaking with Senators and Representatives as well as other communities about local issues.

Council Member Nealson announced the Story County Freedom Run will be held June 25 at SCORE Park, and the Story County Freedom Flight will be August 27.

Council Member Ehrig described Empower Rural Iowa and stressed that there may be rural enrichment dollars that may be beneficial for the community.

Council Member Skaggs relayed the Camelot Theater Foundation is working with the Nevada Foundation on fundraising activities.

Sergeant Henderson reported Chalk the Walk will be June 25 on city hall campus.

9. CLOSED SESSION: Closed session pursuant to Iowa Code Section 21.5 (1) (j) To discuss purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property.

At 6:29 p.m., motion by Jason Sampson, seconded by Dane Nealson, to **approve to go INTO Closed Session.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

At 6:35 p.m., motion by Dane Nealson, seconded by Sandy Ehrig, to **approve to go OUT of Closed Session.** After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Mittman, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

10. Discussion and appropriate follow-up on Closed session pursuant to authority found in Iowa Code Section 21.5 (1) (j) to discuss purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property.

- A. Resolution No. 087 (2021/2022): A Resolution accepting revised purchase agreement and permanent sanitary sewer easement and temporary sanitary sewer construction easement with Keith B. Davis and Denise Davis

Motion by Barb Mittman, seconded by Dane Nealson, to **adopt Resolution No. 087 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 088 (2021/2022): A Resolution accepting revised purchase agreement and permanent sanitary sewer easement with Flummerfelt's Country Club Estates, M.H.C., L.L.C., an Iowa Limited Liability Company

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 088 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Mittman, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 089 (2021/2022): A Resolution accepting purchase agreement and permanent sanitary sewer easement and temporary sanitary sewer construction easement with Kenneth L. & Marilyn Nelson

Motion by Dane Nealson, seconded by Barb Mittman, to **adopt Resolution No. 089 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Nealson, Mittman, Sampson, Ehrig. Nay: None. Abstain: Skaggs. The Mayor declared the motion carried.

- D. Resolution No. 090 (2021/2022): A Resolution accepting purchase agreement and permanent sanitary sewer easement with Consumers Energy

Motion by Sandy Ehrig, seconded by Steve Skaggs, to **adopt Resolution No. 090 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Ehrig, Skaggs, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- E. Resolution No. 091 (2021/2022): A Resolution accepting purchase agreement and temporary sanitary sewer construction easement with Gaslite Co-op, Inc.

Motion by Jason Sampson, seconded by Steve Skaggs, to **adopt Resolution No. 091 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- F. Resolution No. 092 (2021/2022): A Resolution accepting purchase agreement and permanent sanitary sewer easement and temporary sanitary sewer construction easement with Steve and Laurie Lynn Henry.

Motion by Steve Skaggs, seconded by Dane Nealson, to **adopt Resolution No. 092 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

11. ADJOURNMENT

There being no further business to come before the meeting, motion by Jason Sampson, seconded by Dane Nealson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:39 p.m. the meeting adjourned.

ATTEST:

Brett Barker, Mayor

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR JUNE 27, 2022
6/14/22 THRU 6/27/22

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGEWORKS	FSA 2022 PMTS	1,029.60	1133
VERIZON	WWT/WTR/LIB-SVCS	280.07	78025
INTL ASSOC OF CHIEFS OF	PD-CIZMADIA FY22 DUES	75.00	78026
CON STRUCT	CBD PROJ PR#19	65,505.97	78027
WINDSTREAM	POOL-UTILITIES	232.21	78028
SAMS CLUB	4PLX/PKM/POO-SUPPLIES	612.26	78029
NORTHWAY WELL AND PUMP	JORDAN WELL PROJ-PR#1	24,555.60	78030
WEX BANK	ALL-GAS CARDS	3,399.46	78031
WILLIAMS BROTHERS	WWTF PH2-PR#12	992,431.81	78032
BOOMERANG	WWTF-PH3PR#4	190,846.65	78033
TREASURER STATE OF IA	SALES TAX 06/1-15/2022	7,877.22	1134
TREASURER STATE OF IA	WET 6/1-15/2022	11,655.83	1135
IPERS	IPERS	35,749.16	1127
TREASURER STATE OF IA	STATE TAX	8,770.00	1128
EFTPS	FED/FICA TAX	30,076.66	1129
HUTTON, RYAN	HSA	273.33	1130
SYDNES, KELLAN	HSA	30.00	1131
CORNISH, DEVIN	HSA	50.00	1132
AMER'N FAMILY	AFLAC	1,235.09	78022
MISSION SQUARE	DEFERRED COMP	862.50	78023
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,022.85	78024
QUILL CORP	LIB-SUPPLIES	55.62	78034
BAKER & TAYLOR	LIB-MATERIALS	3,565.71	78035
DEMCO	LIB-SUPPLIES	96.42	78036
CENTER POINT	LIB-SUBSCRIPTION	665.10	78037
CENGAGE	LIB-MATERIALS	408.64	78038
FARMHOUSE CATERING	LIB-AUTHOR GRANT	53.50	78039
RIVISTAS	LIB-SUBSCRIPTIONS	46.00	78040
MIDWEST TAPE	LIB-MATERIALS	558.35	78041
COUGHLIN, ERIN	LIB-REIMB	195.16	78042
DUEKER, BRITTANY	LIB-MILEAGE REIMB	43.88	78043
AMAZON CAPITAL SVCS	LIB-MATERIALS	1,711.75	78044
SHIPLEY, STEPHANIE	LIB-COOKIES	5.00	78045
CERTAPRO PAINTERS	LIB-PAINTING	3,875.02	78046
MACVEY, NICOLE	LIB-MILEAGE REIMB	27.50	78047
GREAT WESTERN	PSD-LODGING RIC	9,407.38	1136
WAGEWORKS	FSA 2021 PMTS	552.19	1137
BIG 8 TYRE	PKM-GATOR TIRES	659.80	78053
ALLIANT	CH/STS/SC/CD-UTILITIES	8,424.49	78054
MARTIN MARIETTA	STS-GRAVEL	483.15	78055
NEVADA VET	PD-ANIMAL CONTROL	176.90	78056
VAN WALL	PKM/WWT/CEM-EQUIP MAINT	430.35	78057

SCHENDEL	4PLX-PEST CONTROL	32.70	78058
CAPITAL SANITARY	PKM-SUPPLIES	156.90	78059
IA LEAGUE OF CITIES	ADM-DUES FY23	3,442.00	78060
ARNOLDS	PKM/PD/STS-SUPPLIES	172.08	78061
IA ONE CALL	WTR/WWT-ONE CALLS	178.50	78062
GRAINGER	WWT-SLUDGE PUMP AIR COMPRESSOR	50.68	78063
IA STATE READY MIX	CBD PROJ/STRM-CONCRETE	2,867.50	78064
NEVADA ROTARY CLUB	CA-COOK DUES	327.00	78065
GATEHOUSE	PUBLIC NOTICES	752.35	78066
JERICO	STS-DUST CONTROL	3,855.00	78067
NEVADA COMM SCHOOL	ALL-FUEL	6,285.95	78068
EMERGENCY MEDICAL PROD	EMS-GLOVES	805.80	78069
COUNTRY LANDSCAPES	PKM-TREES	7,933.00	78070
GOOD AND QUICK	PKM-JD3720 TIRES	482.00	78071
LESTER REFRIGERATION	4PLEX-AC REPAIR	392.38	78072
INTL CITY/CO MGT ASSOCI	CA-ICMA MEMBERSHIP	902.72	78073
O'HALLORAN INT	STS-RPR	167.39	78074
ACCO	POOL-SUPPLIES	3,352.75	78075
CENTRAL IA REG TRANS PL	STS-FY2023 ASSESSMENT	900.00	78076
NEVADA HARDWARE	ALL-SUPPLIES	766.18	78078
SCOTT'S SALES CO	PD-CAR WASH CARDS	600.00	78079
NEWSOME PLUMBING	POOL-RPR DRKNG FOUNTN/SLIDE PM	3,224.92	78080
STAPLES ADVANTAGE	WTR/WWT/ADM/PZ-SUPPLIES	71.67	78081
CON STRUCT	CBD PROJ-RETAINAGE	414,362.56	78082
WINDSTREAM	LIB/PD-PHONES	155.49	78083
CONSUMERS ENERGY	ALL-UTILITIES	8,218.66	78084
HYVEE	4PLEX-CONCESSIONS	11.92	78085
CAPITAL CITY EQUIP	PKM/STS-KUBOTA TIRES/DRILL BIT	493.40	78086
JOHN DEERE FINANCIAL	WWT/WTR/CEM-SUPPLIES	339.96	78087
HR GREEN	ENGINEERING	123,536.74	78088
ZIMCO	PKM-MARKING CHALK/FERTILIZER	4,083.00	78089
ABSTRACT & TITLE SVC	P&Z-ABSTRACT 102 K AVE	1,555.00	78090
JETCO	WTR-HARD DRIVE REPLACEMENT	759.90	78091
JOHNSON CONTROLS	WTR-SECURITY	250.00	78092
CALENTINE, CINDY	P&Z-NIIP-153 W 'E' AVE	3,870.00	78093
CENTRAL IA WATER ASSC	WTR/LWE RAW WATER 7/2022	484.75	78094
UTILITY SERVICE CO	WTR-PLANT & 8TH ST TANK	11,853.88	78095
ASCHEMAN, PHILIP	PD-DEBRIEF/EVAL	150.00	78096
PEPSI	4PLX-CONCESSIONS	574.28	78097
QUADIENT	ALL-POSTAGE	1,000.00	78098
AMAZON	POOL/4PLX/P&Z-SUPPLIES	93.51	78099
IOWA INTERACTIVE	PD-SWIPE DEVICE	100.00	78100
BMI	ED COMM MUSIC	391.00	78101
CENTRAL PUMP & MOTOR	PKM-FLOW SENSOR INSTALL	1,116.92	78102
MARTIN BROS	4PLX-CONCESSIONS	2,526.57	78103
BOUND TREE MEDICAL	EMS-GLOVES/BIOHAZARD SUPPLIES	837.69	78104
HENDERSON, ANDREW	PD-MEAL REIMB	76.88	78105

TURF AND POND TIME	PKM-POND TREATMENT	180.00	78106
PRITCHARD, NANCY	PD-NACA MEMB	25.00	78107
MENARDS - AMES	STS/PKM/POOL-SUPPLIES	231.54	78108
BITUMINOUS MATERIALS	STS-ASPHALT	545.20	78109
IA DEPT OF PUBLIC SAFETY	PD-ONLINE WARRANTS	300.00	78110
MATHESON TRI-GAS INC	POOL-CO2	175.27	78111
WILLIAMS BROTHERS	FD-GENERATOR	26,725.00	78112
MADISON NATIONAL	ALL-LIFE INSURANCE	489.69	78113
CLEVELAND, JAMIE J	WTR-REIMB CERT	32.29	78114
RANGEMASTERS TRAINING CTR	PD-VANDERHART UNIFORM	1,617.69	78115
MOTOROLA SOLUTIONS	PD-EVIDENCE LIBRARY LIC KEY	300.00	78116
EJS SUPPLY	STS-LASER LINE	2,570.45	78117
MASS	PD-SAFETY SIGNS	1,945.00	78118
	Refund Checks Total	173.70	
	Accounts Payable Total	2,057,711.89	
	Payroll Checks	96,042.06	
	***** REPORT TOTAL *****	2,153,927.65	
	GENERAL	182,320.59	
	ROAD USE TAX	27,600.89	
	LOCAL OPTION SALES TAX	9,540.60	
	LIBRARY TRUST	3,546.70	
	DANIELSON TRUST	1,715.87	
	CBD DOWNTOWN IMPR	481,723.53	
	WATER	40,756.95	
	WATER DEPOSITS	131.13	
	WATER CAPITAL REVOLVING	11,853.88	
	JORDAN WELL	24,555.60	
	SEWER	27,899.39	
	SEWER CAP IMP PROJECT	1,278,397.82	
	SRF SPONSORED PROJECT	28,417.38	
	LANDFILL/GARBAGE	55.56	
	STORM WATER	2,886.37	
	REVOLVING FUND	30,943.60	
	FLEX BENEFIT REVOLVING	1,581.79	
	TOTAL FUNDS	2,153,927.65	

Item # 6C4D
Date: 6/27/22

www.imwca.org



Nevada (0585)
Estimated Premium Schedule as of 5/10/2022
Policy Period: 7/1/2022-7/1/2023

Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5506	Street or Road Paving	7.2%	266,995	19,224	14,034	5,838
7520	Waterworks Operations & Driver	3.26%	255,992	8,345	6,092	2,534
7580	Sewage Disposal Plant Operation	2.57%	218,002	5,603	4,090	1,701
7705V	Ambulance Service Companies, Volunteer EMS providers & drivers.	5.04%	2,866	144	105	44
7710	Firefighters & Drivers	46.79%	82,453	38,580	28,163	11,716
7711	Volunteer Firefighters & Drivers	46.79%	26,000	12,165	8,880	3,694
7720	Police Officers & Drivers	3.4%	600,029	20,401	14,893	6,195
8810	Clerical Office Employees - NO	0.2%	733,064	1,466	1,070	445
8810V	Elected or Appointed Officials	0.2%	12,400	25	18	7
8831	Hospital - Veterinary & Driver	1.35%	45,489	614	448	186
9015	Building Maintenance - Operation	3.03%	105,509	3,197	2,334	971
9101	Public Library/Museums - Maint	4.73%	8,130	385	281	117
9102	Parks NOC - All Employees	3.56%	269,140	9,581	6,994	2,910
9154	Theater noc:All Others	1.83%	500	9	7	3
9220	Cemetery Operations & Drivers	5.11%	64,582	3,300	2,409	1,002
9402	Street Cleaning & Drivers	4.98%	26,768	1,333	973	405
9410	Municipal Employees	2.4%	64,022	1,537	1,122	467
Totals:			2,781,941	125,909	91,913	38,235

Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$ 7,353	8%
Loss Experience Credit:	\$ 23,897	26%
Large Premium Discount:	\$ 12,868	14%
Total Discount:	\$ 44,118	48%

Workers' Compensation Premium Calculation

Pure Premium:	\$ 125,909
Experience Modification Factor: X	.73
Modified Premium:	\$ 91,913
IMWCA Discount Amount: -	\$ 44,118
Discounted Premium:	\$ 47,795
Good Experience Bonus: X	.80
Expense Constant: +	\$ 160
Annual Premium:	\$ 38,395
Total Premium:	\$ 38,395

Total Estimated Coverage Premium: \$ 38,395

This is not an invoice.



Member Invoice

Member Name: City of Nevada
Policy Number: R0324PC2022-2

Anniversary Date: 07/01/2022

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$60,474
Auto Liability	\$2,000,000	\$12,059
Law Enforcement Liability	\$2,000,000	\$6,263
Public Officials Liability	\$2,000,000	\$8,409
Excess Liability	\$8,000,000	\$28,421
Vehicles	\$3,435,076	\$17,885
Property	\$72,321,899	\$105,015
Equipment Breakdown	Included	Included
Crime	\$25,000	\$0
Bond		\$1,480
TOTAL CONTRIBUTION		\$240,006

MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
07/01/2022

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.

From: "iowa.grants@mail.webgrantscloud.com" <iowa.grants@mail.webgrantscloud.com>
Date: Thursday, June 16, 2022 at 10:38 AM
To: "director@mainstreetnevada.org" <director@mainstreetnevada.org>,
"nick.sorensen@iowaeda.com" <nick.sorensen@iowaeda.com>
Cc: Mayor Barker <mayor@cityofnevada-iowa.org>
Subject: Grant 22-ARPDH-040 - Nevada: Important: Grant 22-ARPDH-040 - Nevada

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

Sent By: Susan Watson

Good morning. Thank you for your patience as we have worked to redraft the previously sent contract (rescinded) and award letter for this grant. Please feel free to forward this message (and attachments) to those with a vested interest in this project (property owner, city officials, etc.)

Attached is the revised Sub-Grant Agreement between the City and the Iowa Economic Development Authority, Exhibit A (Project Proposal submitted to the Authority), Exhibit B (Federal Governance of SLFRF), a sample development agreement, a copy of the newly drafted award letter and the application you submitted for this grant.

The dates for your agreement will be June 14, 2022 through June 14, 2024. (as you review the agreement, please note that there are other dates in the agreement header that are associated with Identifying the Federal Grant itself? these dates have to be in the agreement as they are associated with the federal funding source for your grant.) These materials will replace those sent to you in May, therefore the contract start and end dates have changed.

Please review the documents thoroughly; affix the Mayor's signature to the signature page within the Sub-Grant Agreement and return it to IEDA within sixty days of the Sub-Grant Agreement receipt date. Scanned agreements can be returned to Susan Watson (susan.watson@iowaeda.com) or mailed to Iowa Downtown Resource Center, Attn: Susan Watson, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315. Upon receipt, IEDA will execute the contract and upload a copy to [IowaGrants.gov](https://www.iowagrants.gov) for your records under the required documents section.

IF THE SUB-GRANT AGREEMENT IS NOT FULLY EXECUTED (signed by all parties), THE AWARD OF FUNDS SHALL BE RESCINDED AND NO DISBURSEMENT WILL BE MADE TO REIMBURSE THE CITY FOR ANY COSTS INCURRED.

AS A SUBRECIPIENT OF FEDERAL FUNDS, PLEASE BE AWARE THAT THERE ARE MANY REQUIREMENTS THAT YOU ARE SUBJECT TO E.G., 2 CFR 200, INCLUDING AUDIT REQUIREMENTS, PROCUREMENT STANDARDS, AS WELL AS MULTIPLE LAWS AND REGS.

WE ARE PROVIDING YOU WITH THE ATTACHED CERTIFICATION FORM SO YOU ARE AWARE OF THE ITEMS YOU WILL CERTIFY TO EACH TIME YOU REQUEST FUNDS. THIS FORM MUST BE SUBMITTED EACH TIME YOU SUBMIT A CLAIM. WE ARE CURRENTLY WORKING ON A STEP-BY-STEP PROCESS TO ASSIST YOU WITH SUBMITTING A CLAIM. IT WILL BE SENT TO YOU SOON.

NOTE: The attached development agreement is a "sample.?" If you choose to use this as your Development Agreement, your local community should consult with their legal counsel for modifications to it to suit this project. You do not need to provide us with a copy of the development agreement until you request your first draw down of funds. If you have already provided us a development agreement, you will need to send another with the new agreement start and end dates.

IMPORTANT: If the Iowa Grants account is not under the City, please instruct Susan Watson as to who will manage this for the City (when returning the contract) so that the grant can be switched over to them. They will need to set up an Iowa Grants account. Questions, please contact Susan Watson.

If you have any questions regarding this email, please contact your project manager, Nick Sorensen, at 515.829.2436 or by e-mail at Nick.Sorensen@IowaEDA.com.

Congratulations! We look forward to working with you on this project.

**GRANT AGREEMENT BETWEEN
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND
CITY OF NEVADA**

AWARD NO.: 22-ARPDH-040
AWARD AMOUNT: \$200,000
TERM OF AGREEMENT: June 14, 2022 – June 14, 2024

THIS Grant Agreement (“Grant Agreement”) is between Iowa Economic Development Authority (“Authority”) and “City of Nevada” (“Subrecipient”).

AWARD IDENTIFICATION

SUBRECIPIENT NAME: City of Nevada
SUBRECIPIENT LEGAL ENTITY NAME: City of Nevada
SUBRECIPIENT ADDRESS: 1209 6th St
CITY, STATE, ZIP: Nevada, Iowa 50201
SUBRECIPIENT UEI NUMBER: CMPDX32YPM74
FEDERAL AWARD IDENTIFICATION NUMBER: SLFRP4374
FEDERAL AWARD DATE: July 9, 2021
GRANT PERFORMANCE START DATE: June 14, 2022
GRANT PERFORMANCE END DATE: September 30, 2026
AMOUNT OF FEDERAL FUNDS OBLIGATED: \$200,000
FEDERAL GRANT PROJECT DESCRIPTION: Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARING AGENCY: US Department of Treasury
NAME OF PASS-THROUGH ENTITY: Iowa Economic Development Authority
ADDRESS OF PASS-THROUGH ENTITY: 1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION: Nick Sorensen, 515.348.6182
ASSISTANCE LISTING NUMBER: 21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE: \$20,000,000.00
IS THIS AWARD R & D: No

ARTICLE 1 - FUNDING

1.1 FUNDING SOURCE

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“the Act”), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”).

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the AMOUNT OF FEDERAL FUNDS OBLIGATED specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

ARTICLE 2 - USE OF FUNDS

2.1 GENERAL

The Subrecipient has applied for and was awarded a Downtown Housing Grant for a project located at 1114 6th St, Nevada, Iowa 50201 (the "Project"). The Downtown Housing Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

2.2 BUDGET

Changes from the approved budget detailed in Exhibit A must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

3.1 GRANT AGREEMENT EXECUTED

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

3.2 DOCUMENTATION REQUIRED FOR PAYMENT

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority through IowaGrants.Gov. The Subrecipient shall submit the first draw request when it has expended Sixty Percent (60%) of the Sub-Grant amount and the required 25% minimum match requirement. The Subrecipient shall submit the final draw request for Forty Percent (40%) of the Sub-Grant amount upon substantial completion of project as determined by IEDA and the remaining match indicated in Exhibit A. The following shall accompany all draw requests:

- 3.2.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.2.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.2.3 Documentation that the Project has a developer loan, developer cash contribution, or deferred developer fee that totals at least 25% of the award amount developer fee.
- 3.2.4 The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to the following:
 - 3.2.4.1 Copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls. Documentation must be organized in the same order as the itemized listing of expenditures.
 - 3.2.4.2 Data completion or similar reports generated from the approved HMIS or DVIMS system.
 - 3.2.4.3 Development Agreement between City of Nevada and Project Developer

3.3 DEADLINE FOR FINAL DRAW REQUEST

The Subrecipient shall submit draw requests, complete the construction free of liens, and have closed the permanent financing by no later than the final reimbursement deadline, September 30, 2025. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. IEDA is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2025.

3.4 IOWAGRANTS.GOV.

"IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows a Recipient to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov. The IEDA reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement, including but not limited to, requests for disbursement.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

4.1 AUTHORITY

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to construct and equip the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

4.3 FINANCIAL INFORMATION

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

4.4 APPLICATION

The contents of the Application were a complete and accurate representation of the Project as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

4.5 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient.

4.6 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

4.7 TERM OF AGREEMENT

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in Exhibit A.

5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance. The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.3 REPORTING

5.3.1 *Quarterly Reporting.* The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10th day of January, April, July, and October or as otherwise directed by IFA. Reporting shall include, but shall not be limited to, photographs documenting progress toward project completion, collection of Key Performance Indicators, and narrative descriptions of project impact.

5.3.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or

December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

5.6 USE OF GRANT FUNDS/TIMEFRAMES

5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.

5.6.2 Project construction shall commence no later than 6 months after award date.

5.6.3 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, **costs incurred prior to March 3, 2021 and after December 31, 2024 are not eligible uses of these funds.** The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

5.9 CONFLICT OF INTEREST

- 5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.
- 5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:
 - 5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.
 - 5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

5.10 CONFIDENTIALITY OF RECORDS AND INFORMATION

To the extent necessary to carry out its responsibilities under this Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable Information ("PII") and other private and confidential information. The PII and other private and confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents, encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Grant Agreement.

5.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.

- 5.11.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.11.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

5.15 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.15.1 *Confidentiality.* The Subrecipient will implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.

- 5.15.2 *Involvement of Homeless Individuals.* To the maximum extent possible, the Subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted, in providing services assisted, and in providing services for occupants of facilities assisted.
- 5.15.3 *Participation in Fair Housing Practices.* The Subrecipient will follow fair housing practices that conform to Iowa Code 216.8, Unfair or Discriminatory Practices – Housing.
- 5.15.4 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.

- 5.15.5 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

5.16 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include extensions for completion of Grant activities, changes to the Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.40.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.40.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.41 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A "Single Audit Not Required" form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.

- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year.
- 8.2.3 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

9.2 SURVIVAL OF GRANT AGREEMENT

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

9.4 WAIVERS

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

9.6 HEADINGS

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

9.7 INTEGRATION

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

9.8 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit A – The Application

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

SUBRECIPIENT: CITY OF NEVADA

BY:

Authorized Signature (Mayor)

Print Name (Mayor)

DATE:

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:

Deborah V. Durham, Executive Director

DATE:

EXHIBIT A

Subrecipient's Downtown Housing Grant Application
(In Subrecipient's IowaGrants.gov Account)

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. **Reporting.** Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
- c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all

other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]

Item # 6F
Date: 6/27/22

Tax Abatement List

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	<u>Address</u>
1) Koder	Tanner	BP2021-0196	916 11 th Street (New House)
2) Deters	Noah	BP2019-0160	537 6 th Street (Garage)
3) Moeckly	Raymond	BP2021-0153	1112 Sioux Drive (Basement)
4) Davis	Tyler	BP2021-0168	107 West I Avenue (Addition)
5) Sprouse	Gary	BP2021-0185	1325 K Avenue (Garage)

Item # 664H
Date: 6/27/22

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the June 13, 2022 Council Agenda

Business Name Dollar Fresh Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

6-6-22
Date

R. T. N.
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

no orders
- will ✓ w/sprinkler company for updated tag
on rises.
- very neat & orderly

(App-162027)

License Application (LE0003758)

- **Applicant**

Name of Legal Entity : HY-VEE, INC.
Name of Business(DBA) : Hy-Vee Dollar Fresh
Address of Premises : 1622 Fawcett Parkway
Premises Suite/Apt Number :
City : Nevada County : Story Zip : 50201 Business : (515) 267-2800
Mailing Address: 5820 Westown Parkway City : West Des Moines State : Iowa Zip : 50266

- **Contact Person**

Name: Kelly Palmer Phone: (515) 267-2949 Email : kpalmer@hy-vee.com

- **License Information**

License Number: LE0003758 License/Permit Type: Class E Liquor License
Term: 12 Month Status: Submitted to Local Authority
Tentative Effective Date: 2022-08-10 Tentative Expiration Date: 2023-08-09
Sub-Permits: Class E Liquor License, Class B Wine Permit, Class C Beer Permit
Privileges: Sunday Sales
Last Day of Business:

- **Status of Business**

Business Type: Privately Held Corporation

- **Ownership**

Katie Nysten

City : State : Zip : Position : Application Manager% of ownership : U.S. Citizen :

Andrew Schroeder

City: Johnston State: Iowa Zip: 50131 Position: Owner% of ownership: U.S. Citizen: Yes

Randy Edeker

City: Urbandale State: Iowa Zip: 50322 Position: Owner% of ownership: U.S. Citizen: Yes

Michael Jurgens

City: Urbandale State: Iowa Zip: 50322 Position: Owner% of ownership: U.S.
Citizen: Yes

Morgan Beier

City: State: Zip: Position: Application Editor % of ownership: U.S. Citizen:

Kelly Palmer

City: State: Zip: Position: Application Manager % of ownership: U.S. Citizen:

Owen Turk

City: State: Zip: Position: Application Editor % of ownership: U.S. Citizen:

- **Insurance Company Information**
-
-

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 7/11/22 Council Agenda

Business Name Good and Quick Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

6-21-22
Date

TAS
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

no orders

(App-162963)

License Application (BC0025058)

- **Applicant**

Name of Legal Entity: Good And Quick Co.
Name of Business(DBA): Good And Quick II
Address of Premises: 519 Lincoln Ave Premises Suite/Apt Number:
City: Nevada County: Story Zip: 50201-0000 Business: (515) 382-3462
Mailing Address: 519 Lincoln Ave City: Nevada State: Iowa Zip: 50201-0000

- **Contact Person**

Name: charles good Phone: (515) 382-3462 Email: cha0958@hotmail.com

- **License Information**

License Number: BC0025058
License/Permit Type: Class C Beer Permit Term: 12 Month
Status: Submitted to Local Authority
Tentative Effective Date: 2022-08-11 Tentative Expiration Date: 2023-08-10
Sub-Permits: Class C Beer Permit
Privileges: Sunday Sales
Last Day of Business :

- **Status of Business**

Business Type : Privately Held Corporation

- **Ownership**

Charles Good
City: Nevada State: Iowa Zip: 50201
Position: Owner % of ownership: 100 U.S. Citizen: No

Charles Good
City: Nevada State: Iowa Zip: 50201
Position: Application Manager % of ownership: U.S. Citizen: Yes

- **Insurance Company Information**

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:Trade name/Doing business as: Fareway Stores, Inc. # 426Physical location address: 1505 South B Avenue City: NEVADA ZIP: 50201Mailing address: 1505 South B Avenue City: NEVADA State: IA ZIP: 50201Business phone number: 515 382-2875**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.Mailing address: PO Box 70 City: Boone State: IA ZIP: 50036Phone number: 515-433-5336 Fax number: 515-433-4416 Email: storelicenses@farewaystores.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒


Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print): Garrett S Piklapp

Name (please print): _____

Signature: 
Garrett Piklapp (May 9, 2022 11:47 EDT)

Signature: _____

Date: May 9, 2022

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S #2306

Physical Location Address 1138 LINCOLNWAY City NEVADA ZIP 50201 Mailing

Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 5153825834

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-381-5974 Fax Number 515-446-6303 Email MADI.PAULSON@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐

Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) DOUGLAS BEECH, ASST. SECRETARY, CASEY'S MARKETING

Signature *Douglas M. Beech*

Date 4/1/2022

Name (please print) _____

Signature _____

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S #3319Physical Location Address 1800 SOUTH B AVE City NEVADA ZIP 50201 MailingAddress PO BOX 3001 City ANKENY State IA ZIP 50021Business Phone Number 5153821273**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021Phone Number 515-381-5974 Fax Number 515-446-6303 Email MADI.PAULSON@CASEYS.COM**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) DOUGLAS BEECH, AST. SECRETARY, CASEY'S MARKETING

Name (please print) _____

Signature *Douglas M. Beech*

Signature _____

Date 4/1/2022

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 6 / 30 / 22 through June 30, 23

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:Trade name/Doing business as: Moss Mart #15Physical location address: 136 Lincoln Hwy City: Nebraska ZIP: 50201Mailing address: 720 N. 108th Ave City: Omaha State: Ne ZIP: 68154Business phone number: 402 496-9586**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Imperial RelianceMailing address: 720 N. 108th Ave City: Omaha State: Ne ZIP: 68154Phone number: 402 496 9586 Fax number: _____ Email: mossmart15@gmail.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☒ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print): Mohammad Sajjad

Name (please print): _____

Signature: Mohammad Sajjad

Signature: _____

Date: 5-31-22

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: lapledge@iowaabd.com
- Fax: 515-281-7375

Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor
tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 6 / 30 / 22 through June 30, 23
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Moss Mart #16
Physical location address: 731 Lincoln Hwy City: Nebraska ZIP:
Mailing address: 720 N. 108th Ave City: Omaha State: Ne ZIP: 68154
Business phone number: 402-496-9586

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Imperial Reliance
Mailing address: 720 N. 108th Ave City: Omaha State: Ne ZIP: 68154
Phone number: 402 496 9586 Fax number: Email: moemartomaha@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Mohammad Sajjad
Signature: Mohammad Sajjad
Date: 5-31-22

Name (please print):
Signature:
Date:

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit:
- Fill in the date the permit was approved by the council or board:
- Fill in the permit number issued by the city/county:
- Fill in the name of the city or county issuing the permit:
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: lapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse sideFor period (MM/DD/YYYY) July 1 1 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:Trade name/Doing business as: Good + Quick Co.Physical location address: 519 Lincoln Hwy City: Nevada ZIP: 50201Mailing address: 519 Lincoln Hwy City: Nevada State: IA ZIP: 50201Business phone number: 515-382-3462**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Good + Quick CompanyMailing address: 519 Lincoln Hwy City: Nevada State: IA ZIP: 50201Phone number: 515-382-3462 Fax number: N/A Email: chad9580@hotmail.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print): Charles Good

Name (please print): _____

Signature: [Signature]

Signature: _____

Date: 6-1-2022

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

\$75

Business Information:

Trade Name/DBA DOLLAR GENERAL STORE # 1536

Physical Location Address 1705 S B AVE City NEVADA ZIP 50201-2804

Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072

Business Phone Number 5156202176

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP DOLGENCORP, LLC

Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072

Phone Number 615-855-4000 Fax Number 877-364-4130 Email tax-beerandwinelicense@dollargeneral.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☒ Retail – General Merchandise

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Sandra Williams

Signature Sandra Williams

Date 4/13/2022

Name (please print) _____

Signature _____

Date _____

Vendor #309950

Invoice #202301536TOBCITY22

Batch #22660

\$ 75.00

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 1 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Nevada Dollar Fresh

Physical Location Address 1622 Fawcett Parkway City Nevada ZIP 50201

Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266

Business Phone Number 515-695-3220

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.

Mailing Address 5820 Westown Parkway City West Des Moines State Iowa ZIP 50266

Phone Number 515-267-2800 Fax Number _____ Email oturk@hy-vee.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Andrew Schroeder

Name (please print) _____

Signature 

Signature _____

Date 5/1/22

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

ORDINANCE NO. 1025 (2021/2022)**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NEVADA, IOWA, BY AMENDING THE ZONING CLASSIFICATION OF THE PARCEL OF LAND OWNED BY CARY P. MARTIN AT 1002 D AVENUE, LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NEVADA, IOWA, FROM "LI" (LIMITED INDUSTRIAL) DISTRICT TO "R-2" (SINGLE AND TWO FAMILY DWELLING) DISTRICT**

Be it enacted by the City Council of the City of Nevada, Iowa;

SECTION 1. ZONING AMENDMENT. The Zoning Map of the City of Nevada, Iowa, is hereby amended by rezoning parcel of land owned by Cary P. Martin and located within the corporate limits of the City of Nevada, Iowa which is legally described as:

Lots Six (6) and Seven (7), Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, and one-half (1/2) of alley adjoining Lots Six (6) and Seven (7), Block Six (6), Highland Park Addition to Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record.

and shall be rezoned from a "LI" (Limited Industrial) District, to a "R-2" (Single and Two Family Dwelling) District.

SECTION 2. NOTATION. The City Zoning Official shall record the ordinance number and date of passage of this Ordinance on the Official Zoning Map as required by Section 165.09(5)(B), Code of Ordinances of the City of Nevada, Iowa, 2006 as amended.

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

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

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

PASSED AND APPROVED this 23rd day of May, 2022, through the first reading.

PASSED AND APPROVED this 13th day of June, 2022, through the second reading.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

ORDINANCE NO. 1026 (2021/2022)

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NEVADA, IOWA, BY
AMENDING THE ZONING CLASSIFICATION OF THE PARCEL OF LAND OWNED BY
MICHAEL L. DOTY AT 436 11TH STREET, LOCATED WITHIN THE CORPORATE LIMITS OF
THE CITY OF NEVADA, IOWA, FROM "LI" (LIMITED INDUSTRIAL) DISTRICT TO "R-2"
(SINGLE AND TWO FAMILY DWELLING) DISTRICT**

Be it enacted by the City Council of the City of Nevada, Iowa;

SECTION 1. ZONING AMENDMENT. The Zoning Map of the City of Nevada, Iowa, is hereby amended by rezoning parcel of land owned by Michael L. Doty and located within the corporate limits of the City of Nevada, Iowa which is legally described as:

Lots 4, 5, 6, and 7 in Block 1, Highland Park Addition to Nevada, Story County, Iowa, and all of the Alley abutting Block 1 in Highland Park Addition to Nevada, Story County, Iowa on the North there of, and between the East line of Tenth Street and to the West line of Eleventh Street.

and shall be rezoned from a "LI" (Limited Industrial) District, to a "R-2" (Single and Two Family Dwelling) District.

SECTION 2. NOTATION. The City Zoning Official shall record the ordinance number and date of passage of this Ordinance on the Official Zoning Map as required by Section 165.09(5)(B), Code of Ordinances of the City of Nevada, Iowa, 2006 as amended.

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

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

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

PASSED AND APPROVED this 23rd day of May, 2022, through the first reading.
PASSED AND APPROVED this 13th day of June, 2022, through the second reading

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Date: June 27, 2022

COUNCIL ACTION FORM

Agenda Item: Replacement of Hattery Park Shelter

History:

The shelter at Hattery Park was destroyed in the derecho of August 2020. We intend to rebuild the shelter with a similar structure. We did look at an all steel structure of similar size; however, the cost is very expensive. With that in mind, we had HRG prepare a bid package. This was sent out to seven local area contractors, posted on the City website, and shared on the league website as well. The bid package was sent out in early May with a return date of June 1st. Unfortunately, we did not receive any bids for the project.

Since we did not receive any bids, we would like to approach the project from a different direction. This is not a big project, and in order to simplify and secure a contractor, we are proposing to purchase all the materials as a City, and negotiate with a contractor(s) to put up the structure, roof (standing seam metal or shingle) pour the concrete, and run electrical. We have included two (2) options for the roof; standard shingle roof or a standing seam metal roof. The standing seam metal roof is the preferred option due to the longevity it would provide.

The City will remove the existing concrete pad so the project has a clean slate to begin. The shelter will be similar in shape and square footage as the previous one.

Options:

1. Have the City purchase all building materials and negotiate with individual contractor(s) to put up the shelter, install roof, pour concrete, and associated electrical work.
2. Revise and issue all new bid documents and try and get one contractor to perform all work.
3. Self-perform all work.

Staff Recommendation:

Park Board and staff recommend accepting Option #1: Have the City purchase all building materials and negotiate with individual contractor(s) to put up the shelter, install roof, pour concrete, and associated electrical work.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at thansen@cityofnevadaaiowa.org.

Date: June 27, 2022

COUNCIL ACTION FORM**Agenda Item:** Phase 2 – Cemetery GIS**History:**

The Cemetery GIS project (Phase 1) has continued to take shape over the last year with the development of a cemetery base map, which includes all the blocks, lots and individual spaces. The other item of work that took place in Phase 1 was photographing all the headstones and placing them on the map according to GIS coordinates.

- We are now ready for Phase 2. This phase will take all the information from the headstones and transfer it to the map. This will include the transfer of the following data to the headstone layer and plot layer
 - Headstone Type
 - Military Plaque
 - First Name
 - Middle Name
 - Last Name
 - Birth Year
 - Birth Month
 - Birth Day
 - Death Year
 - Death Month
 - Death Day
 - Plot Status

Once this information is transferred over, we will have a working resource for the community to use in the search of individuals buried in the cemetery. This can be done with their computer or via an app on their phone while at the cemetery. This is especially helpful for individuals looking on evenings and/or weekends when our staff is not at the cemetery.

This project will never really be done, as there will always be a need to keep it updated with new burials, but cemetery staff will be able to perform that work.

Mike Liska, with HRG will be on hand to give you an overview of the project and its capabilities.

This project is budgeted in our FY22/23 budget.

Options:

1. Contract with HRG to perform Phase 2 of the Cemetery GIS project at a cost not to exceed \$20,000.00.
2. Revise the project and break it down into smaller phases and self-perform all work.
3. Do nothing at this time.

Staff Recommendation:

Park Board and staff recommend accepting Option #1: Contract with HRG to perform Phase 2 of the Cemetery GIS project at a cost not to exceed \$20,000.00.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at thansen@cityofnevadaiaowa.org.



Work Order: Scope of Services Authorization HR Green, Inc.

Project: Cemetery Project Phase 2

Project No: 181696

Phase No(s): 2022

Date: 06/13/2022

Client: City of Nevada, IA

Client Contact: Jordan Cook, City Administrator

HR Green Project Manager: Mike Liska, GISP

Nevada Cemetery Project Summary/Previous Work:

COMPANY has GPS'ed 5,575 headstones within the Nevada Municipal Cemetery. Photos were also taken of each headstone for better tracking of information and for data transfer to the plots. Block, Lots, and Plots were created in the CLIENT's GIS to record information that can be transferred from card files and headstones for better searching and tracking of individuals that are buried at the cemetery. A GIS web application has been developed for the CLIENT to start searching and viewing of this data with the end deliverable of an application that will be developed and made available to the public for searching for individuals in the cemetery.

HR Green, Inc. (COMPANY) agrees to perform the following Scope of Services for City of Nevada (CLIENT) under the Master Professional Services Agreement dated January 26th, 2021:

- COMPANY will transfer visible and legible information from photos taken during field data collection on roughly 5,575 headstones to the cemetery plots layer in GIS. Examples of information that will be transferred if visible and legible are (First Name, Last Name, Date of Birth, Date Passed). This will allow the Search tool to be utilized in the GIS Application to locate a plot in the cemetery. Further verification may need to be done by the CLIENT by checking hard copy card files to match locations based on headstone location.

The following items are not included as part of this agreement:

- COMPANY will NOT be responsible for attaching card files to cemetery plots in GIS or any additional site verification for the validity of their locations or accuracy of data.



CLIENT agrees to pay COMPANY for the above Scope of Services:

Task 1: Input of Headstone Data into Database

- Time & Material, Not to Exceed in the amount of \$20,000

☐ Reimbursable Expenses Included

☐ Sub-Consultant Services Included

The fee cited in this work order shall remain firm for a period of 1 month.

Copy To:

☒ Accounting

☐ _____

Attachments:

☒ None

☐ Exhibit(s) (copy attached)



The terms of the Master Professional Services Agreement entered into between COMPANY and CLIENT on January 26th, 2021 shall govern this Work Order. This Work Order is approved and accepted by the COMPANY and CLIENT upon both parties signing and dating the Work Order. The effective date of the Work Order shall be the last date entered below.

HR GREEN, INC.

CITY OF NEVADA, IA

Authorized
Signer:

A handwritten signature in black ink, appearing to read 'Mike R. Fischer'.

Accepted by:

Printed/
Typed Name:

Mike R. Fischer, PLS

Printed/
Typed Name:

Title:

Operations Manager-Geospatial

Title:

Date:

June 13th, 2022

Date:

RESOLUTION NO. 093 (2021/2022)

**A RESOLUTION APPROVING THE CONTRACT BETWEEN IOWA ECONOMIC
DEVELOPMENT AUTHORITY AND THE CITY OF NEVADA FOR THE AWARD OF
COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 PROGRAM**

WHEREAS, the City of Nevada (City) is entering into a contract with Iowa Economic Development Authority (IEDA); and

WHEREAS, the City applied for the CDBG-CV program for the City Microenterprise Assistance Project; and

WHEREAS, IEDA is designated to receive, administer, and disburse Community Development Block Grant (Covid-19) Program (CDBG-CV) funds; and

WHEREAS, the contract has been prepared between IEDA and the City subject to the terms and conditions outlined in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that the City accepts this grant upon the terms and conditions set forth in this contract for the CDBG-CV program for the City Microenterprise Assistance Project. The Mayor and Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

Passed and approved this 27th day of June, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200

iowaeda.com



June 13, 2022

Honorable Brett Barker
City of Nevada
1209 6th Street
Nevada, Iowa 50201

SUBJECT: 2021 CDBG COVID19 Award (20-CVN-068)

Dear Mayor Barker:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Nevada a Community Development Block Grant - COVID19 (CDBG-CV) in an amount not to exceed \$188,617.

Your contract with respect to this award (the "Contract") will have a start date of June 9, 2022 pending successful contract negotiation and complete execution. Enclosed is the Contract between the City of Nevada and IEDA. Please review the document thoroughly. Once signed, please return the original signed copy to Hayley Crozier at IEDA. Upon receipt of your signed contract, we will execute and upload a copy to iowaGrants.gov for your records.

No HUD Funds or non-HUD funds may be committed to the project until the applicant has secured environmental approval from the State, as provided in HUD regulation 24 CFR Part 58. In addition, pending environmental approval and pursuant to 24 CFR Part 58.22(a), no grant recipient or participant in the development process, including contractors or sub-contractors, may undertake an activity that may limit the choice of reasonable alternatives. Such choice limiting actions include real property acquisition, conducting a competitive sealed bid process for the project, signing a construction contract, leasing, rehabilitation, repair, demolition, conversion, and construction.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED BY August 23, 2022, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Sarah Plowman, at 515.348.6213 or by e-mail at Sarah.Plowman@iowaEDA.com.

IEDA looks forward to working with the City of Nevada on its CDBG-CV project **once all conditions to the award have been met and the contract is fully executed.**

Sincerely,

A handwritten signature in black ink, appearing to read "Debi V. Durham", with a long horizontal flourish extending to the right.

Deborah V. Durham
Director

cc: Alexander Foley, Region XII Council of Governments
File: iowaGrants.gov

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT DIVISION**

FEDERAL GRANT SUBRECIPIENT AWARD SUMMARY

PROJECT INFORMATION

PROJECT TITLE: Nevada (CDBG COVID19)
TOTAL FEDERAL FUNDS AWARD TO RECIPIENT: \$188,617
GRANT AWARD PERIOD: June 9, 2022 to May 31, 2023
FEDERAL AWARD PROJECT DESCRIPTION: CDBG COVID19 Project

SUBRECIPIENT INFORMATION

AGENCY NAME: City of Nevada
ADDRESS: 1209 6th Street, Nevada, 50201
UEI (UNIQUE ENTITY IDENTIFIER): CMPDX32YPM74
SUBRECIPIENT'S INDIRECT COST RATE: N/A

FEDERAL FUNDS INFORMATION

FEDERAL FUNDING ENTITY: U.S. Department of Housing and Urban Development
FEDERAL PROGRAM NAME: Community Development Block Grant
FEDERAL AWARD NUMBER: B-20-DW-19-0001
FEDERAL AWARD DATE: 07/20/2020
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE: 14.871
TOTAL FEDERAL AWARD AMOUNT: \$31,367,906
AWARD FOR RESEARCH AND DEVELOPMENT: NO

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT DIVISION INFORMATION**

CONTACT PERSON: Brian Sullivan
E-MAIL ADDRESS: brian.sullivan@iowafinance.com
TELEPHONE NUMBER: (515) 452-0430

This information is provided as a requirement of 2 CFR 200.331 Requirements for pass-through entities. All requirements imposed by the Federal entity and passed on to IEDA. In turn IEDA passes on to the subrecipient all requirements imposed by the Federal entity and that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
NON-ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT
(COVID-19) PROGRAM CONTRACT**

RECIPIENT: Nevada
CONTRACT NUMBER: 20-CVN-068
EFFECTIVE DATE: June 9, 2022
AWARD AMOUNT: \$188,617
END DATE: May 31, 2023

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COVID-19 ("CDBG-CV") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG-CV funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG-CV funds is to primarily benefit low- and moderate- income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.) and the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act.

1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.

1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.

1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG-CV program.

1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov to Authority.

1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.

1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COVID-19 (CDBG-CV).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended and the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act

1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required

in connection with the Contract, including the CDBG-CV grant Application together with any related submittal documents.

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG-CV funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.

1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, HOME income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low- and Moderate- Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable including the CARES Act. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a " Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this " Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-CV program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

2.5 **EXPENDITURE REQUIREMENT.** Recipient must expend all CDBG-CV funds prior to July 23, 2023. Requests for reimbursement must be submitted to IEDA in a timely manner to ensure disbursements may be processed before July 23, 2023. The Recipient acknowledges that CDBG-CV funds will not be paid or disbursed after July 23, 2023, unless this date should be extended by the U.S. Department of Housing and Urban Development.

ARTICLE 3

TERMS OF GRANT

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.

3.4 **SATISFACTORY PERFORMANCE.** All projects will be evaluated using CDBG regulations and the additional requirements found in FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and for Other Formula Programs.

3.5 **DUPLICATION OF BENEFITS.** All projects will be evaluated to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.).

3.6 **PRE-AGREEMENT COSTS.** Pre-agreement and pre-award costs may be reimbursable with prior approval from IEDA. Costs incurred before March 9, 2020 will not be reimbursed. On this date, the Governor made a Proclamation of Disaster Emergency to coordinate the State of Iowa's response to the Novel Coronavirus 2019 (COVID-19) outbreak. Recipient shall comply with all environmental requirements set out at 24 CFR 58. If the Recipient does not comply with all requirements at 24 CFR Part 58 and cannot demonstrate there was no harm to the environment, IEDA will not reimburse pre-agreement or pre-award costs

ARTICLE 4

PERFORMANCE TARGET ACHIEVEMENT

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5

USE OF FUNDS

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 **BUDGET REVISIONS.** Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 **COST VARIATION.**

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

ARTICLE 6 **CONDITIONS TO DISBURSEMENT OF FUNDS**

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 **EQUAL OPPORTUNITY POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's equal opportunity policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.7 **PROCUREMENT POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's procurement policy, consistent with 2 CFR 200.318.

6.8 **FAIR HOUSING POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.9 **CODE OF CONDUCT.** The Authority, prior to release of funds under this Contract, shall review and approve the

Recipient's code of conduct, consistent with 2 CFR 200.318.

6.10 **CONDITIONS TO DISBURSEMENT.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity.

CONDITIONS FOR A SPECIFIC ACTIVITY:

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

105 - Economic Development

6.10(b) - Review of handicap accessibility-Letter from architect

105 - Economic Development

6.10(g) - State Building Code Bureau-Approval Letter

105 - Economic Development

6.10(h) - Facade Easements

(a) **DEPARTMENT OF NATURAL RESOURCES APPROVAL.** Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.

(b) **REVIEW OF HANDICAPPED ACCESSIBILITY.** Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.

(c) **DEPARTMENT OF HEALTH APPROVAL.** Construction shall not begin prior to receipt of written approval from the Iowa Department of Health.

(d) **FRANCHISE ORDINANCE/28E AGREEMENT.** Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.

(e) **BULK PURCHASE AGREEMENT.** Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.

(f) **RURAL WATER CONNECTION FEE PROJECTS.** Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.

(g) **STATE BUILDING CODE BUREAU APPROVAL.** Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

(h) **FAÇADE EASEMENTS.** Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all recorded façade easements with property owners when required for downtown revitalization.

(i) **STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.iowagrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.

(j) **IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.

(k) **PERPETUAL RESTRICTIONS.** Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.

(l) **ADMINISTRATIVE PLAN.** The Recipient shall establish a written Administrative Plan that is consistent with the approved Application and the required elements of the Authority's sample Downtown Revitalization Administrative Plan. The release of funds shall be contingent upon the Authority's receipt and acceptance of the Administrative Plan.

(m) **BID SOLICITATION REQUIREMENTS and CONSTRUCTION RESTRICTIONS.** Within one year of contract effective date the Recipient's project shall be designed and solicitation for bids shall be completed. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all construction terms agreements with property owners when required for downtown revitalization projects.

CONDITIONS NECESSITATING OUTSIDE AGENCY ACTION:			OUTSIDE AGENCY
ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS		
105 - Economic Development	6.10(a)	Varies/all	
105 - Economic Development	6.10(b)		

(a) **FUNDING.** Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.

(b) **SUBRECIPIENT AGREEMENT.** Prior to release of funds under this contract and prior to the Recipient entering in to a Subrecipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient Agreement (as applicable).

(c) **CONTINGENT FUNDING.** The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.

(d) **LONG TERM LEASE AGREEMENT.** Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

6.11 **SUBRECIPIENT AGREEMENT.** For each activity utilizing a non-profit for implementation the Recipient shall upload an executed subrecipient agreement to IowaGrant.gov. No funds will be released for that activity unless the required subrecipient agreement has been uploaded. The Recipient shall use IEDA's approved subrecipient agreement template which includes a claw back provision.

6.12 **DUPLICATION OF BENEFITS POLICY.** The recipient shall adopt and implement the IEDA Duplication of Benefits Policy and procedures and other requirements for duplication of benefits as prescribed by IEDA.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the

Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS**. The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 **EFFECTIVE DATE**. The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8 **COVENANTS OF THE RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS**. Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES**. The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS**. The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG-CV program.

REPORT

DUE DATE

- | | |
|---|--|
| 1. Request for Payment / Activity Status Report | At least every 6 months |
| 2. Section 3 Report | Annually (if applicable) |
| 3. Updates to the Applicant/Recipient Disclosure Report | As needed due to changes |
| 4. Form 3-D, Income and Ethnicity of recipients | Quarterly or more frequently as directed by IEDA |
| 5. Single Audit Form (required) | Within 30 days of audit completion |

(c) **RECORDS**. The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for the greater of three years after the date the recipient is notified that the state CDBG contract has been closed with HUD, or the period required by other applicable laws and regulations as described in § 570.487 and § 570.488. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) **ACCESS TO RECORDS/INSPECTIONS**. The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) **USE OF GRANT FUNDS**. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation

assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiv) Fair Labor Standards Act and implementing regulations.

(xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xviii) Drug-Free Workplace Act.

(k) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

8.2 NEGATIVE COVENANTS. During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.

(b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:

(a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) NONCOMPLIANCE. If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

(c) END DATE. If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.

(d) MISSPENDING. If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.

(e) INSURANCE. If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs

for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 **INCORPORATED DOCUMENTS**

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG-CV Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (d) IEDA Duplication of Benefits Policy and Procedures

10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) IEDA Duplication of Benefits Policy and Procedures
- (e) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (f) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

ARTICLE 11 **MISCELLANEOUS**

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES**. Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS**. No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION**. It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS**. The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION**. This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS**. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV**. The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: Nevada

BY:

Mayor
Nevada
1209 6th Street
Nevada, Iowa 50201

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Brian Sullivan, Chief Programs Officer

ATTACHMENT A**GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****1.0 AMENDMENT.**

(a) WRITING REQUIRED. The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) UNILATERAL MODIFICATION. Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) AUTHORITY REVIEW. The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) SINGLE AUDIT. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) ADDITIONAL AUDIT. As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the

provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

(a) FOR CAUSE. The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING. At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

(a) NOTICE. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) RIGHTS IN PRODUCTS. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) RETURN OF FUNDS. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) PERSONS COVERED. The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) CONFLICTS OF INTEREST. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs web site found at <https://www1.iowajobs.org/>.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as

provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) LEAD-BASED PAINT HAZARDS. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(i) SECTION 3 COMPLIANCE. The recipient shall comply with provisions for training, employment and contracting in accordance with 24 CFR part 75 and Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(iii) The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

(v) The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

(vi) The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

(vii) The contractor agrees to post contract and job opportunities to the Opportunity Portal, and will check the Business Registry for businesses located in the project area.

(viii) The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(ix) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(x) The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it

has taken to pursue low- and very low-income persons for economic opportunities.

(xi) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(j) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(k) **INCLUSION IN SUBCONTRACTS.** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:

(a) **BUILDINGS OR PORTIONS THEREOF USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

WPC MAY June 27th, 2022 REPORT

- Heat exchanger recirculation pump pulled and replaced with spare. Will be taking in for repairs.
- We are continuing to have high flows due to recent rain events and inflow, infiltration. Responded to High level alarm at plant 6/15/22
- Signed up for Underground Storage Tank training certification class A&B
- Boiler Inspections By Travelers completed 6/16/2022
- Routine Maintenance, Monitoring of the plant, lift station and remote flow basin as usual.

Harold See
Water Pollution Control

RESOLUTION NO. 094 (2021/2022)

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF NEVADA, IOWA AND PUBLIC PROFESSIONAL AND MAINTENANCE
EMPLOYEES LOCAL 2003 IUPAT AUTHORIZING AND DIRECTING
SIGNING OF THE MOU TO THE UNION CONTRACT**

WHEREAS; the City of Nevada ("City") has negotiated with the Public Professional and Maintenance Employees Local 2003 IUPAT ("Union"); and

WHEREAS, the employees of the Public Professional and Maintenance Employees Local 2003 IUPAT ratified an Agreement for the period of July 1, 2021 to June 30, 2024 on March 8, 2021; and

WHEREAS, there has been a significant increase in inflation over the past year which was not anticipated at the time the Contract was negotiated; and

WHEREAS, the City and Union are desirous of revising the Agreement with a Memorandum of Understanding ("Memo") to provide a one-time wage increase of 2% over and above an employee's regular merit increase in order to offset a portion of the inflationary effects for the fiscal year 2022/2023, as presented in Appendix A attached to the Memorandum of Understanding.

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Nevada, Iowa, hereby:

- Approves the Memorandum of Understanding between the City of Nevada and the Public Professional and Maintenance Employees Local 2003 IUPAT, revising the current contract to include a one-time wage increase of 2% over and above an employee's regular wage increase for the fiscal year 2022/2023 year per the revised Appendix A.
- Authorizes the Mayor and City Clerk to sign the Memo on behalf of the City.

Passed and approved this 27th day of June, 2022.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NEVADA, IOWA AND
THE PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003 IUPAT**

This Memorandum of Understanding ("Memo") is entered into on this ____ day of June 2022, by and between the City of Nevada, Iowa ("City") and the Public Professional and Maintenance Employees Local 2003 IUPAT ("Union").

WHEREAS, City and Union entered into a collective bargaining agreement for the period of July 1, 2021, through June 30, 2024," (the "Contract"); and

WHEREAS, the Contract governs certain conditions of employment for members of the Union who are employed by City; and

WHEREAS, there has been a significant increase in inflation over the past year which was not anticipated at the time the Contract was negotiated; and

WHEREAS, the City has proposed a one-time wage increase of 2% over-and-above an employee's regular wage increase in order to offset a portion of the inflationary effects; and

WHEREAS, this Memo sets forth the revisions negotiated between the parties.

IT IS THEREFORE AGREED, by and between City and Union as follows:

1. Article 17, Section 1, Wages of the Contract is amended as follows:

Section 1. The regular rate of pay for each classification of employee is set out in Appendix A and the Individual Employee Rates of Pay for Year 1 (July 1, 2021) of the contract is set out in Appendix B, each of which is attached hereto and by this reference made a part hereof. As reflected in the Appendices, the effective wage increases for this Agreement are as follows:

July 1, 2021—Implement the attached Wage Scale and Employee Proposed Rates of Pay. No additional percentage increase implemented in this year.

July 1, 2022—3.00%

July 1, 2023—1.00%

2. Appendix A is revised accordingly as set forth in the attached amended Appendix A.
3. The undersigned acknowledge and represent that they are authorized to enter into this Agreement and that the terms and conditions are binding upon the parties, their officers, members, successors and assigns.
4. This interpretation shall be effective upon the execution of this Memo.

THE CITY OF NEVADA, IOWA

By: _____

Title: _____

Date: _____

THE PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES LOCAL 2003
IUPAT

By: Mark A. Hill

Title: Business Rep

Date: 6-21-22

Salary Ranges		APPENDIX A												[Approved by Council Resolution No. J11 (2020/2021)]											
Bargaining Unit Employees		Wage Schedule																							
Fiscal Year 2021/2022		Effective July 1, 2022																							
		1	2	3	4	5	6	7	8	9	10	11	12												
Custodian PT		\$12.27	\$12.64	\$13.02	\$13.39	\$13.76	\$14.13	\$14.51	\$14.88	\$15.25	\$15.62	\$16.00	\$16.37												
Custodian, Laborer		\$18.67	\$19.24	\$19.80	\$20.37	\$20.94	\$21.50	\$22.07	\$22.63	\$23.20	\$23.77	\$24.33	\$24.90												
Water, Wastewater and Equipment Operators I		\$19.99	\$20.60	\$21.20	\$21.81	\$22.42	\$23.02	\$23.63	\$24.23	\$24.84	\$25.45	\$26.05	\$26.66												
WTR, WWT, EO Operators II, Asst B&G		\$21.14	\$21.78	\$22.42	\$23.06	\$23.70	\$24.34	\$24.99	\$25.63	\$26.27	\$26.91	\$27.55	\$28.19												
MI Coord		\$23.64	\$24.36	\$25.07	\$25.79	\$26.51	\$27.23	\$27.94	\$28.66	\$29.38	\$30.10	\$30.81	\$31.53												
WTR, WWT, EO III, Cem Section, B&G MI		\$25.00	\$25.71	\$26.46	\$27.21	\$27.96	\$28.71	\$29.46	\$30.21	\$30.96	\$31.71	\$32.46	\$33.22												
Police Officer		\$26.26	\$27.05	\$27.84	\$28.63	\$29.42	\$30.21	\$31.00	\$31.79	\$32.58	\$33.37	\$34.16	\$34.95												
Detective, Sr Pol Off		\$28.75	\$29.62	\$30.48	\$31.35	\$32.21	\$33.08	\$33.94	\$34.81	\$35.67	\$36.54	\$37.40	\$38.27												
Corporal																									
Salary Ranges - Bargaining Unit Employees		1	2	3	4	5	6	7	8	9	10	11	12												
Fiscal Year 2022/2023		Effective July 1, 2022												Effective July 1, 2023											
Custodian PT		\$12.39	\$12.77	\$13.15	\$13.52	\$13.90	\$14.27	\$14.65	\$15.03	\$15.40	\$15.78	\$16.16	\$16.53												
Custodian, Laborer		\$18.86	\$19.43	\$20.00	\$20.57	\$21.14	\$21.72	\$22.29	\$22.86	\$23.43	\$24.00	\$24.58	\$25.15												
Water, Wastewater and Equipment Operators I		\$20.19	\$20.80	\$21.41	\$22.03	\$22.64	\$23.25	\$23.86	\$24.48	\$25.09	\$25.70	\$26.31	\$26.93												
WTR, WWT, EO Operators II, Asst B&G		\$21.35	\$22.00	\$22.65	\$23.29	\$23.94	\$24.59	\$25.24	\$25.88	\$26.53	\$27.18	\$27.82	\$28.47												
MI Coord		\$23.88	\$24.60	\$25.33	\$26.06	\$26.77	\$27.50	\$28.22	\$28.95	\$29.67	\$30.40	\$31.12	\$31.85												
WTR, WWT, EO III, Cem Section, B&G MI		\$25.25	\$26.00	\$26.76	\$27.51	\$28.27	\$29.02	\$29.78	\$30.53	\$31.29	\$32.04	\$32.80	\$33.55												
Police Officer		\$26.52	\$27.37	\$28.12	\$28.92	\$29.71	\$30.51	\$31.31	\$32.11	\$32.91	\$33.71	\$34.50	\$35.30												
Detective, Sr Pol Off		\$29.04	\$29.91	\$30.79	\$31.66	\$32.53	\$33.41	\$34.28	\$35.16	\$36.03	\$36.90	\$37.78	\$38.65												
Corporal																									
Salary Ranges - Bargaining Unit Employees																									
Fiscal Year 2023/2024		Effective July 1, 2023												Effective July 1, 2024											
Custodian PT		\$12.52	\$12.90	\$13.28	\$13.66	\$14.04	\$14.42	\$14.80	\$15.18	\$15.56	\$15.94	\$16.32	\$16.70												
Custodian, Laborer		\$19.05	\$19.62	\$20.20	\$20.78	\$21.36	\$21.93	\$22.51	\$23.09	\$23.67	\$24.24	\$24.82	\$25.40												
Water, Wastewater and Equipment Operators I		\$20.39	\$21.01	\$21.63	\$22.25	\$22.87	\$23.48	\$24.10	\$24.72	\$25.34	\$25.96	\$26.58	\$27.20												
WTR, WWT, EO Operators II, Asst B&G		\$21.56	\$22.22	\$22.87	\$23.53	\$24.18	\$24.83	\$25.49	\$26.14	\$26.80	\$27.45	\$28.10	\$28.76												
MI Coord		\$24.12	\$24.86	\$25.58	\$26.31	\$27.04	\$27.77	\$28.51	\$29.24	\$29.97	\$30.70	\$31.43	\$32.16												
WTR, WWT, EO III, Cem Section, B&G MI		\$25.50	\$26.27	\$27.03	\$27.79	\$28.55	\$29.32	\$30.08	\$30.84	\$31.60	\$32.37	\$33.13	\$33.89												
Police Officer		\$26.79	\$27.59	\$28.40	\$29.21	\$30.01	\$30.82	\$31.62	\$32.43	\$33.24	\$34.04	\$34.85	\$35.65												
Detective, Sr Pol Off		\$28.33	\$29.21	\$30.09	\$30.98	\$31.87	\$32.76	\$33.65	\$34.54	\$35.43	\$36.32	\$37.21	\$38.10												
Corporal		\$29.33	\$30.21	\$31.09	\$31.98	\$32.86	\$33.74	\$34.62	\$35.51	\$36.39	\$37.27	\$38.16	\$39.04												
Salary Ranges - Bargaining Unit Employees																									
Fiscal Year 2024/2025		Effective July 1, 2024												Effective July 1, 2025											
Custodian PT		\$12.77	\$13.15	\$13.53	\$13.91	\$14.29	\$14.67	\$15.05	\$15.43	\$15.81	\$16.19	\$16.57	\$16.95												
Custodian, Laborer		\$19.25	\$19.82	\$20.40	\$20.98	\$21.56	\$22.14	\$22.72	\$23.30	\$23.88	\$24.46	\$25.04	\$25.62												
Water, Wastewater and Equipment Operators I		\$20.57	\$21.19	\$21.81	\$22.43	\$23.05	\$23.67	\$24.29	\$24.91	\$25.53	\$26.15	\$26.77	\$27.39												
WTR, WWT, EO Operators II, Asst B&G		\$21.75	\$22.40	\$23.05	\$23.70	\$24.35	\$25.00	\$25.65	\$26.30	\$26.95	\$27.60	\$28.25	\$28.90												
MI Coord		\$24.32	\$25.06	\$25.80	\$26.54	\$27.28	\$28.02	\$28.76	\$29.50	\$30.24	\$30.98	\$31.72	\$32.46												
WTR, WWT, EO III, Cem Section, B&G MI		\$25.70	\$26.47	\$27.24	\$28.01	\$28.78	\$29.55	\$30.32	\$31.09	\$31.86	\$32.63	\$33.40	\$34.17												
Police Officer		\$26.98	\$27.80	\$28.62	\$29.44	\$30.26	\$31.08	\$31.90	\$32.72	\$33.54	\$34.36	\$35.18	\$36.00												
Detective, Sr Pol Off		\$28.52	\$29.40	\$30.28	\$31.16	\$32.04	\$32.92	\$33.80	\$34.68	\$35.56	\$36.44	\$37.32	\$38.20												
Corporal																									
Salary Ranges - Bargaining Unit Employees																									
Fiscal Year 2025/2026		Effective July 1, 2025												Effective July 1, 2026											
Custodian PT		\$12.91	\$13.29	\$13.67	\$14.05	\$14.43	\$14.81	\$15.19	\$15.57	\$15.95	\$16.33	\$16.71	\$17.09												
Custodian, Laborer		\$19.44	\$20.01	\$20.58	\$21.15	\$21.72	\$22.29	\$22.86	\$23.43	\$24.00	\$24.58	\$25.15	\$25.72												
Water, Wastewater and Equipment Operators I		\$20.84	\$21.46	\$22.08	\$22.70	\$23.32	\$23.94	\$24.56	\$25.18	\$25.80	\$26.42	\$27.04	\$27.66												
WTR, WWT, EO Operators II, Asst B&G		\$22.01	\$22.66	\$23.31	\$23.96	\$24.61	\$25.26	\$25.91	\$26.56	\$27.21	\$27.86	\$28.51	\$29.16												
MI Coord		\$24.58	\$25.32	\$26.06	\$26.80	\$27.54	\$28.28	\$29.02	\$29.76	\$30.50	\$31.24	\$31.98	\$32.72												
WTR, WWT, EO III, Cem Section, B&G MI		\$25.96	\$26.73	\$27.50	\$28.27	\$29.04	\$29.81	\$30.58	\$31.35	\$32.12	\$32.89	\$33.66	\$34.43												
Police Officer		\$27.16	\$28.00	\$28.84	\$29.68	\$30.52	\$31.36	\$32.20	\$33.04	\$33.88	\$34.72	\$35.56	\$36.40												
Detective, Sr Pol Off		\$28.65	\$29.53	\$30.41	\$31.29	\$32.17	\$33.05	\$33.93	\$34.81	\$35.69	\$36.57	\$37.45	\$38.33												
Corporal																									
Salary Ranges - Bargaining Unit Employees																									
Fiscal Year 2026/2027		Effective July 1, 2026												Effective July 1, 2027											
Custodian PT		\$13.05	\$13.43	\$13.81	\$14.19	\$14.57	\$14.95	\$15.33	\$15.71	\$16.09	\$16.47	\$16.85	\$17.23												
Custodian, Laborer		\$19.57	\$20.14	\$20.71	\$21.28	\$21.85	\$22.42	\$23.00	\$23.57	\$24.14	\$24.71	\$25.28	\$25.85												
Water, Wastewater and Equipment Operators I		\$20.90	\$21.52	\$22.14	\$22.76	\$23.38	\$24.00	\$24.62	\$25.24	\$25.86	\$26.48	\$27.10	\$27.72												
WTR, WWT, EO Operators II, Asst B&G		\$22.07	\$22.72	\$23.37	\$24.02	\$24.67	\$25.32	\$25.97	\$26.62	\$27.27	\$27.92	\$28.57	\$29.22												
MI Coord		\$24.60	\$25.34	\$26.08	\$26.82	\$27.56	\$28.30	\$29.04	\$29.78	\$30.52	\$31.26	\$32.00	\$32.74												
WTR, WWT, EO III, Cem Section, B&G MI		\$26.00	\$26.75	\$27.50	\$28.25	\$29.00	\$29.75	\$30.50	\$31.25	\$32.00	\$32.75	\$33.50	\$34.25												
Police Officer		\$27.20	\$28.05	\$28.90	\$29.75	\$30.60	\$31.45	\$32.30	\$33.15	\$34.00	\$34.85	\$35.70	\$36.55												
Detective, Sr Pol Off		\$28.70	\$29.60	\$30.50	\$31.40	\$32.30	\$33.20	\$34.10	\$35.00	\$35.90	\$36.80	\$37.70	\$38.60												
Corporal																									
Salary Ranges - Bargaining Unit Employees																									
Fiscal Year 2027/2028		Effective July 1, 2027												Effective July 1, 2028											
Custodian PT		\$13.19	\$13.57	\$13.95	\$14.33	\$14.71	\$15.09	\$15.47	\$15.85	\$16.23	\$16.61	\$16.99	\$17.37												
Custodian, Laborer		\$19.69	\$20.26	\$20.83	\$21.40	\$21.97	\$22.54	\$23.11	\$23.68	\$24.25	\$24.82	\$25.39	\$25.96												
Water, Wastewater and Equipment Operators I		\$21.02	\$21.64	\$22.26	\$22.88	\$23.50	\$24.12	\$24.74	\$25.36	\$25.98	\$26.60	\$27.22	\$27.84												
WTR, WWT, EO Operators II, Asst B&G		\$22.19	\$22.84	\$23.49	\$24.14	\$24.79	\$25.44	\$26.09	\$26.74	\$27.39	\$28.04	\$28.69	\$29.34												
MI Coord		\$24.72	\$25.46	\$26.20	\$26.94	\$27.68	\$28.42	\$29.16	\$29.90	\$30.64	\$31.38	\$32.12	\$32.86												
WTR, WWT, EO III, Cem Section, B&G MI		\$26.12	\$26.87	\$27.62	\$28.37	\$29.12	\$29.87	\$30.62	\$31.37	\$32.12	\$32.87	\$33.62	\$34.37												
Police Officer		\$27.32	\$28.17	\$29.02	\$29.87	\$30.72	\$31																		

RESOLUTION NO. 095 (2021/2022)

**A RESOLUTION APPROVING INFLATION RAISE FOR NON-BARGAINING
EMPLOYEES EFFECTIVE JULY 1, 2022**

WHEREAS, the City acknowledges there has been a significant increase in inflation over the past year; and

WHEREAS, the City has proposed a one-time wage increase of 2% over-and-above an employee's regular merit increase in order to offset a portion of the inflationary effects; and

WHEREAS, the City has negotiated a similar 2% inflation raise with the employee's covered by the collective bargaining agreement with Public Professional and Maintenance Employees Local 2003 IUPAT; and

WHEREAS, the 2% inflation raise would be in addition to each non-bargaining employee's merit wage increase for fiscal year 2022/2023; and

WHEREAS, The City Council has found and determined that the proposed inflation raise is in the best interest of the City and its employees who serve the public.

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

1. Each non-bargaining employee shall receive a one-time 2% inflation raise, over-and-above the respective employee's merit wage increase for 2022/2023; and
2. The City Clerk, or their designee, is authorized to prepare any necessary budget amendments to facilitate these wage increases; and
3. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

PASSED AND APPROVED this 27th day of June, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

NON UNION PAY RANGES FOR FY22, FY23, FY24

EXHIBIT "A"

POSITION	FY2021/2022		Min Range	Max Range
City Administrator			54.13	72.20
Public Safety Director/Police Chief			42.50	56.57
Public Works Director, Police Chief (only)			39.54	52.73
Finance Director/City Clerk			37.12	49.51
Fire Chief, Lieutenant			35.34	47.03
Park and Recreation Director			33.11	44.16
Library Director			30.77	44.16
Sergeant			31.24	41.58
Street Supervisor, Wastewater Supervisor, Water Supervisor			30.31	40.42
Building & Zoning Official			27.66	36.89
Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director			25.44	33.92
Accountant, Youth Librarian, Police Clerk II			21.14	28.19
Community Service Officer, Utility Clerk, Development & Communications				
Specialist, Program Asst, Assoc Librarian II, Police Clerk I			19.99	26.66
Assoc Librarian I			16.13	21.52
Office Clerk-Part Time			12.27	16.37

NEW RANGES FOR
NON-UNION
w/PROPOSED 2% INCREASE

POSITION	FY2022/2023	1% Incr	Min Range	Max Range
City Administrator			54.67	72.92
Public Safety Director/Police Chief			42.93	57.14
Public Works Director, Police Chief (only)			39.94	53.26
Finance Director/City Clerk			37.49	50.01
Fire Chief, Lieutenant			35.69	47.50
Park and Recreation Director			33.44	44.60
Library Director			31.08	44.60
Sergeant			31.55	42.00
Street Supervisor, Wastewater Supervisor, Water Supervisor			30.61	40.82
Building & Zoning Official			27.94	37.26
Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director			25.69	34.26
Accountant, Youth Librarian, Police Clerk II			21.35	28.47
Community Service Officer, Utility Clerk, Development & Communications				
Specialist, Program Asst, Assoc Librarian II, Police Clerk I			20.19	26.93
Assoc Librarian I			16.29	21.74
Office Clerk-Part Time			12.39	16.53

101%	103%	Min Range	Max Range
		55.75	74.37
		43.78	58.27
		40.73	54.31
		38.23	51.00
		36.40	48.44
		34.10	45.48
		31.69	45.48
		32.18	42.83
		31.22	41.63
		28.49	38.00
		26.20	34.94
		21.77	29.04
		20.59	27.46
		16.61	22.17
		12.64	16.86

POSITION	FY2023/2024	1% Incr	Min Range	Max Range
City Administrator			55.22	73.65
Public Safety Director/Police Chief			43.35	57.71
Public Works Director, Police Chief (only)			40.33	53.79
Finance Director/City Clerk			37.87	50.51
Fire Chief, Lieutenant			36.05	47.98
Park and Recreation Director			33.78	45.05
Library Director			31.39	45.05
Sergeant			31.87	42.42
Street Supervisor, Wastewater Supervisor, Water Supervisor			30.92	41.23
Building & Zoning Official			28.22	37.63
Deputy City Clerk, Asst Parks & Rec Director, Asst Library Director			25.95	34.60
Accountant, Youth Librarian, Police Clerk II			21.56	28.76
Community Service Officer, Utility Clerk, Development & Communications				
Specialist, Program Asst, Assoc Librarian II, Police Clerk I			20.39	27.20
Assoc Librarian I			16.45	21.95
Office Clerk-Part Time			12.52	16.70

Min Range	Max Range
56.31	75.11
44.21	58.85
41.13	54.86
38.62	51.51
36.76	48.93
34.44	45.94
31.39	45.05
32.50	43.26
31.53	42.05
28.77	38.38
26.47	35.29
21.99	29.33
20.80	27.73
16.78	22.39
12.76	17.03

RESOLUTION NO. 096 (2021/2022)

Resolution Setting Date for Public Hearing on Designation of the Expanded Nevada Urban Renewal Area and on Urban Renewal Plan Amendment

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

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the "Property") lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; (2) updates the description of the Verbio North America Corporation Expansion Project previously approved in the June, 2019 Amendment to the Plan; and (3) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area, consisting of (a) providing additional tax increment financing support to Verbio North America Corporation ("Verbio") in connection with the further expansion by Verbio of its biorefinery operations; and (b) providing tax increment financing support to Nancy and Thomas Richards in connection with the redevelopment and renovation of an existing commercial building, and it is now necessary that a date be set for a public hearing on the designation of the expanded Urban Renewal Area and on the Amendment; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the Property and on the Amendment;

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

Section 1. This City Council will meet at the Nevada City Council Chambers, Nevada, Iowa, on July 25, 2022, at 6:00 p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Nevada, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator and the City Clerk are hereby designated as the City's representatives in connection with the consultation process which is required under that section of the urban renewal law.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved June 27, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED
NEVADA URBAN RENEWAL AREA AND ON PROPOSED URBAN
RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 6:00 o'clock p.m., at the Nevada City Council Chambers, Nevada, Iowa, on July 25, 2022, the City Council of the City of Nevada will hold a public hearing on the question of amending the plan for the Nevada Urban Renewal Area (the "Urban Renewal Area") and designating an expanded Nevada Urban Renewal Area, pursuant to Chapter 403, Code of Iowa, by adding and including all the property described as follows:

Certain real property in the City of Nevada, Story County, State of Iowa, bearing Story County Property Tax Parcel Identification Numbers 1004400110, 1004200310, 1004200400, 1004200110, and 1004200200.

The proposed amendment to the urban renewal plan brings the property described above under the plan and makes it subject to the provisions of the plan. The amendment also (1) updates the description of the Verbio North America Corporation Expansion Project previously approved in the June, 2019 Amendment to the Plan; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing additional tax increment financing support to Verbio North America Corporation ("Verbio") in connection with the further expansion by Verbio of its biorefinery operations; and (b) providing tax increment financing support to Nancy and Thomas Richards in connection with the redevelopment and renovation of an existing commercial building.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Kerin Wright
City Clerk

EXHIBIT A
Legal Description
Expanded Nevada Urban Renewal Area
(July, 2022 Addition)

Certain real property in the City of Nevada, Story County, State of Iowa, bearing Story County Property Tax Parcel Identification Numbers 1004400110, 1004200310, 1004200400, 1004200110, and 1004200200.

June 22, 2022

VIA EMAIL

Jordan Cook
City Administrator/City Hall
Nevada, IA

Re: Nevada Urban Renewal Area (July, 2022 Addition)
Our File No. 420131-New

Dear Jordan:

We have prepared the attached materials which will enable the City Council to set a date for a public hearing on the expansion of the Nevada Urban Renewal Area and on an amendment to the existing urban renewal plan for the Area.

The notice which is included in the attached resolution must be published once, not less than four (4) and not more than twenty (20) days prior to the date selected for the hearing. The last date on which the notice can effectively be published is July 21, 2022. Please print a separate copy of the notice for delivery to the newspaper and email a copy of the published notice to lemke.susan@dorsey.com.

In addition to publishing the notice of a hearing, a copy of the amendment to the urban renewal plan must be submitted to the Planning and Zoning Commission, and the Commission must provide a written recommendation to the City Council with respect to whether the amendment is in conformance with the City's general or comprehensive plans.

Also, a "consultation session" must be set up with Story County and the Nevada Community School District. Please refer to my separate letter attached for further details.

Please return one fully executed set of these proceedings once all the actions have been taken and contact John Danos, Severie Orngard, or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Kerin Wright



June 22, 2022

VIA EMAIL

Jordan Cook
City Administrator/City Hall
Nevada, IA

Re: Nevada Urban Renewal Area Amendment/Consultation Session
Our File Number: 420131-New

Dear Jordan:

The Iowa Urban Renewal Law requires that a city provide information concerning a proposed urban renewal plan amendment to certain other governmental bodies which might be affected by the use of tax increment financing within your amended urban renewal area. Specifically, the City must send a copy of the urban renewal plan amendment and an invitation to attend a meeting to discuss the urban renewal plan amendment to any county and school district whose jurisdiction covers any property to be included within the amended urban renewal area. This consultation must be held at least two weeks before the public hearing on July 25, 2022.

It is our understanding that the property within your amended urban renewal area would affect Story County and the Nevada Community School District.

Attached is a draft letter which you may use in order to provide notification to these governmental entities of the date, time and place of a meeting at which they may discuss your urban renewal plan amendment. The law does not require that this be a meeting of the City Council, and you may use your discretion about who represents the City at the meeting.

Along with the letter, you should send a copy of the urban renewal plan amendment and a copy of the notice of the public hearing on the urban renewal plan amendment.

According to our records, here are the mailing addresses for the individuals who should receive the notification letter and the enclosures:

Board of Supervisors
c/o Story County Auditor
Administrative Building
900 6th Street
Nevada, Iowa 50201

Superintendent
Nevada Community School District
825 15th Street
Nevada, Iowa 50201

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

Kind regards,

Amy Bjork

Attachment

cc: Kerin Wright

[City letterhead]

DATE: _____

TO: Board of Supervisors, Story County
Superintendent, Nevada Community School District

FROM: City Council
City of Nevada, Iowa

RE: Nevada Urban Renewal Area Amendment

The City of Nevada is in the process of expanding its Nevada Urban Renewal Area, and amending the urban renewal plan for the area and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for _____, 2022, at _____ o'clock __.m. at the _____ in Nevada. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City Council will also hold a public hearing on this urban renewal plan amendment at _____ o'clock __.m. on July 25, 2022, and a copy of the notice of hearing is enclosed for your information.

Please call our City Clerk at (515) 382-5466 if you have questions.

Enclosure

June 28, 2022

To: City of Nevada Planning & Zoning Commission

Re: Nevada Urban Renewal Area/Urban Renewal Plan Amendment

A public hearing will be held by the City Council on July 25, 2022 on a proposed amendment to the urban renewal plan for the Nevada Urban Renewal Area to add the property legally described in the proposed amendment and to approve new urban renewal projects. I have prepared this memorandum to assist the Commission in performing its role in this process.

Section 403.5 of the Code of Iowa requires that, before they hold a public hearing, the City Council must submit a copy of the proposed plan amendment to the Commission, “for review and recommendations as to its conformity with the general plan for the development” of the City. The statute does not require that the Commission hold a hearing on the proposed plan amendment, and it does not require that the Commission take any action to either approve or reject the proposed plan amendment. It directs that the Commission review the plan amendment and comment to the City Council as to whether the plan amendment conforms to, or is consistent with, the City’s Comprehensive Plan. Please complete your review and submit any comments to the City Council by Noon on July 25, 2022.

Please call John Danos or me at (515) 283-1000 if you have questions about the statutory process.

Kind regards,

Amy Bjork

CITY OF NEVADA, IOWA
URBAN RENEWAL PLAN AMENDMENT
NEVADA URBAN RENEWAL AREA

July, 2022

The Urban Renewal Plan (the “Plan”) for the Nevada Urban Renewal Area (the “Urban Renewal Area”) of the City of Nevada, Iowa (the “City”) is being amended for the purposes of (1) adding certain real property to the Urban Renewal Area; (2) updating the description of the City’s Verbio North America Corporation Expansion Project; and (3) identifying new urban renewal projects to be undertaken therein.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the July, 2022 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. It is anticipated that the City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to the Property.

2) Update Description of the Verbio North America Corporation Expansion Project. The City approved the Verbio North America Corporation Expansion Project in the June, 2019 Amendment to the Plan. It is now necessary to update the description of the Verbio North America Corporation Expansion Project as follows:

Name of Project: Verbio North America Corporation Expansion Project

Date of Council Approval of the Project: June 24, 2019 and updated June 27, 2022

Description of Project and Project Site: Verbio North America Corporation (the “Corporation”) has proposed to undertake the renovation of existing facilities and the construction of new facilities (the “Project”) situated on certain real property formerly serving as the site of DuPont Nevada’s ethanol plant (the “Development Property”) in the Urban Renewal Area.

It has been requested that the City provide tax increment financing assistance to the Corporation in support of the efforts to complete and implement the Project.

The costs incurred by the City in providing tax increment financing assistance to the Corporation will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$10,000.

Description of Public Infrastructure Projects: It is not anticipated that the City will install public infrastructure in connection with the Project.

Description of Properties to be Acquired in Connection with Project: It is not anticipated that the City will acquire real property in connection with the Project.

Description of Use of TIF: The City intends to enter into a development agreement with the Corporation with respect to the Project and to provide (a) an economic development grant (the “Grant”) in an amount not to exceed (\$200,000); and (b) annual appropriation economic development payments (the “Payments”) in an amount not to exceed \$400,000 (increased from \$200,000 in the June, 2019 Amendment to the Plan) to the Corporation thereunder. The Grant will be funded through an internal advance of funds to be repaid with future incremental property tax revenues to be derived from the Development Property. The Payments will be funded with incremental property tax revenues to be derived from the Development Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$600,000 (increased from \$400,000 in the June, 2019 Amendment to the Plan), plus the Admin Fees.

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

A.

Name of Project: Verbio Nevada, LLC Expansion Project

Date of Council Approval of the Project: June 27, 2022

Description of Project and Project Site: Verbio Nevada, LLC (“Verbio”) has proposed to undertake an additional expansion of its existing biorefinery facilities and the construction of new railroad tracks (the “Expansion Project”) on the Property (as described in Section 1 above) in the Urban Renewal Area.

It has been requested that the City provide tax increment financing assistance to Verbio in support of the efforts to complete and implement the Expansion Project.

The costs incurred by the City in providing tax increment financing assistance to Verbio will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$5,000.

Description of Use of TIF: The City intends to enter into a development agreement with Verbio with respect to the Expansion Project and to provide annual appropriation economic development payments (the “Payments”) to Verbio thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Expansion Project will not exceed \$50,000, plus the Admin Fees.

B.

Name of Project: Richards Redevelopment and Renovation Project

Date of Council Approval of the Project: July 25, 2022

Description of the Project and Project Site: Nancy and Thomas Richards (the “Developers”) are undertaking the redevelopment and renovation (the “Redevelopment Project”) of an existing commercial building on certain real property situated at 1133 6th Street (the “Richards Property”) in the Urban Renewal Area. The scope of the Redevelopment Project will include renovation of the Historic storefront, tuck-pointing, restrooms, roof, skylight, rear storefront façade, and dividing the building into two rental spaces on the Richards Property.

It has been requested that the City provide tax increment financing assistance to the Developers in support of the efforts to complete and implement the Redevelopment Project.

The costs incurred by the City in providing tax increment financing assistance to the Developers will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$5,000.

Description of Use of TIF: The City intends to enter into a development agreement (the “Agreement”) with the Developers with respect to the Redevelopment Project and to provide (i) annual appropriation economic development payments (the “Payments”) and (ii) an economic development grant (the “Grant”) to the Developers thereunder.

The Payments, in an amount not to exceed \$30,000, will be funded with incremental property tax revenues to be derived from the Richards Property.

The Grant, in an amount not to exceed \$20,000, will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligations may be repaid with incremental property tax revenues to be derived from the Urban Renewal Area.

It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Redevelopment Project including the Payments, the Grant, and the Admin Fees will not exceed \$55,000, plus any interest expense incurred by the City on the Obligations.

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

Constitutional debt limit of the City:	<u>\$24,420,009</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed TIF debt to be incurred under the July, 2022 Amendment*:	<u>\$ 310,000</u>

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

EXHIBIT A
Legal Description
Expanded Nevada Urban Renewal Area
(July, 2022 Addition)

Certain real property in the City of Nevada, Story County, State of Iowa, bearing Story County Property Tax Parcel Identification Numbers 1004400110, 1004200310, 1004200400, 1004200110, and 1004200200.

Item # 106
Date: 6/27/22



City Hall | 1209 6th Street | Nevada, IA 50201-0530
p. (515) 382-5466 | f. (515) 382-4502

June 2022

TO: City Council

I have added a Neighborhood Improvement Incentive Program Application from Stuart Ambrose. Stuart has demolished his dilapidated garage and is building a new garage. Stuart has completed all the forms for the Incentive Program and pulled a demolition permit. It is my recommendation we pay \$1680.00 to Stuart.

Respectfully,

Ryan Hutton
Building and Zoning Official

DM2022-0002

Planning/Zoning - Neighborhood Improvement Incentive Program

Organization Name

Stuart Ambrose

Project Name

Garage Demo

Contact Person

Stuart Ambrose

Mailing Address

PO Box 216
1223 K Ave
Nevada, IA 50201
United States

Phone

(515) 291-1428

Fax

(515) 232-8339

Email

sambr12@outlook.com

Total Project Cost

\$3,360.00

Amount Requested From This Grant Program

~~\$3,360.00~~ 1680.00

Project Address

1223 K Ave, Nevada, Iowa

Project Description

The demolition of a broken down garage.

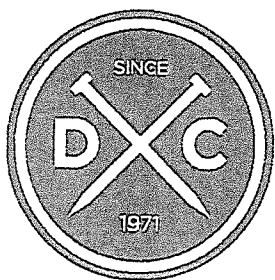
Upload Written Bid(s) for Each Project Expense

- [Garage-Demo-Quotes.pdf](#)



PERMIT #: DM2022-0002





DUNWOODY
C O N S T R U C T I O N , L L C

5/26/2022

Stuart Ambrose
1223 K Ave
Nevada, IA 50201

Proposal: Garage Demo

Demo garage and remove from site	2280.00
Demo concrete above grade and remove from site	<u>1080.00</u>
Total	\$3360.00

Exclusions:

Any unknown problems that may arise during the project
Any other service, labor or material not specified in the above proposal

**This proposal may be withdrawn by us if not accepted within 30 days.*

Keith Cooper & Sons, Inc.

819 Lincoln Way, Suite E
Ames, IA 50010

Office: (515) 232-3456 Fax: (515) 232-7198

Email: coopdigs@gmail.com



Quoted By: Kent Cooper

Phone: (515) 291-3855

To: Dan Dunwoody
Dunwoody Construction

Date: April 25, 2022

Job: Garage Demo

1223 K Ave

Nevada, Iowa

Terms: Payment due on receipt of invoice

PROPOSAL

		<u>OUR PRICE</u>
1. Demolish concrete slab	\$	1,796.00
2. Demolish structure and dispose offsite		1,804.00

Notes:

Price does not include disposal of trash/items inside garage

30% deposit is required to start work

TOTAL \$ 3,600.00

EXCLUSIONS

1. Asbestos survey and removal
2. Landscape grading, repair, replacement or finish for new yard
3. Tree removal

If you have any questions regarding this quote, please contact Kent Cooper at (515) 291-3855

Thank you for the opportunity to quote this work.

Ames Trenching & Excavating, Inc.

1509 E Lincoln Way, Ames, IA 50010 ~ (515) 232-6837 office ~ (515) 232-6865 fax ~ office@amestrenching.com

April 27, 2022

Dan Dunwoody (515) 291-7762
Dunwoody Construction
dan@dunwoodyconst.com

Job Proposal:

Job Site ~ 1223 K Avenue, Nevada

\$2,800.00

1. Demo garage

\$600.00

1. Demo concrete

This proposal may be withdrawn by us if not accepted within thirty (30) days. Please sign and return to our office at your earliest convenience. Thank You.

William Fedeler

William Fedeler

April 27, 2022

Date

Authorized Signature

Date

Memo

To: City Council

From: Ryan Hutton, Zoning Supervisor

CC: Jordan Cook, City Administrator

Date: 06/22/2022

RE: General Information

1. **Administrative Subdivision of Outlot A of Story County Subdivision:** The Planning & Zoning Administrator of the City of Nevada, Iowa, has received a request from the property owner, Story County Hospital, to approve an administrative subdivision of their property which is legal described as:

Outlot A and Lot B, Story County Hospital Subdivision, Nevada, Story County, Iowa, subject to covenants, conditions, restrictions and easements of record.

The request has been approved by the Planning and Zoning Administrator and is now seeking approval from the Nevada City Council.

If you have any questions please contact me at work, 515-382-5466, or at home, 515-720-3545, and prior to Monday night's meeting



Administrative Subdivision Application

This 2-page form must be filled out completely
before your application will be accepted.

1. Property Location of this Administrative Subdivision

(street address and/or boundary description) _____

Part of Outlot A, Story County Hospital Subdivision.

2. Existing Use and Proposed Use of the Property:

Currently vacant / farmed. Proposed senior care facility.

3. Subdivision Name:

4. Legal Description of Property: See attached page.

5. Property Owner: Story County Hospital

Address: 640 S. 19th St. Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: c/o Nathan Thompson, CEO, 515-382-7702
(Home) (Business) (Fax)

6. Attorney: BRICK GENTRY PC / Amy S. Beattie

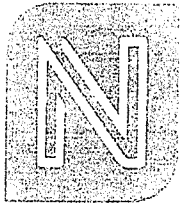
Address: 6701 Westown Parkway, Suite 100 West Des Moines, IA 50266
(Street) (City) (State) (Zip)

Telephone: Telephone: 515-274-1450 Fax: 515-274-1488
(Home) (Business) (Fax)

7. Land Surveyor: Bishop Engineering / Larry Hyler PLS

Address: 3501 104th St. Urbandale, IA 50322
(Street) (City) (State) (Zip)

Telephone: 515-276-0467
(Home) (Business) (Fax)



Administrative Subdivision Application


Page 2

8. Contact Person: Bishop Engineering / Rick Baumhover, PE

Address: 3501 104th St. Urbandale, IA 50322
(Street) (City) (State) (Zip)

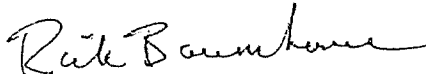
Telephone: 515-276-0467
(Home) (Business) (Fax)

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

Signed by:  05-26-22
(Applicant) and Owner (Date)

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

and: See Applicant
(Property Owner) (Date)

and:  5-25-22
(Contact Person) (Date)

Administrative Subdivision Checklist

The following items must be included with this submittal for approval of an Administrative Subdivision:

- One (1) completed and signed Application Form.
- Six (6) copies of the Plat no larger than 24" by 36".
- One (1) 11" by 17" black-line reduction copy of the Plat.
- A check or cash for the application filing fee as established by the City Council

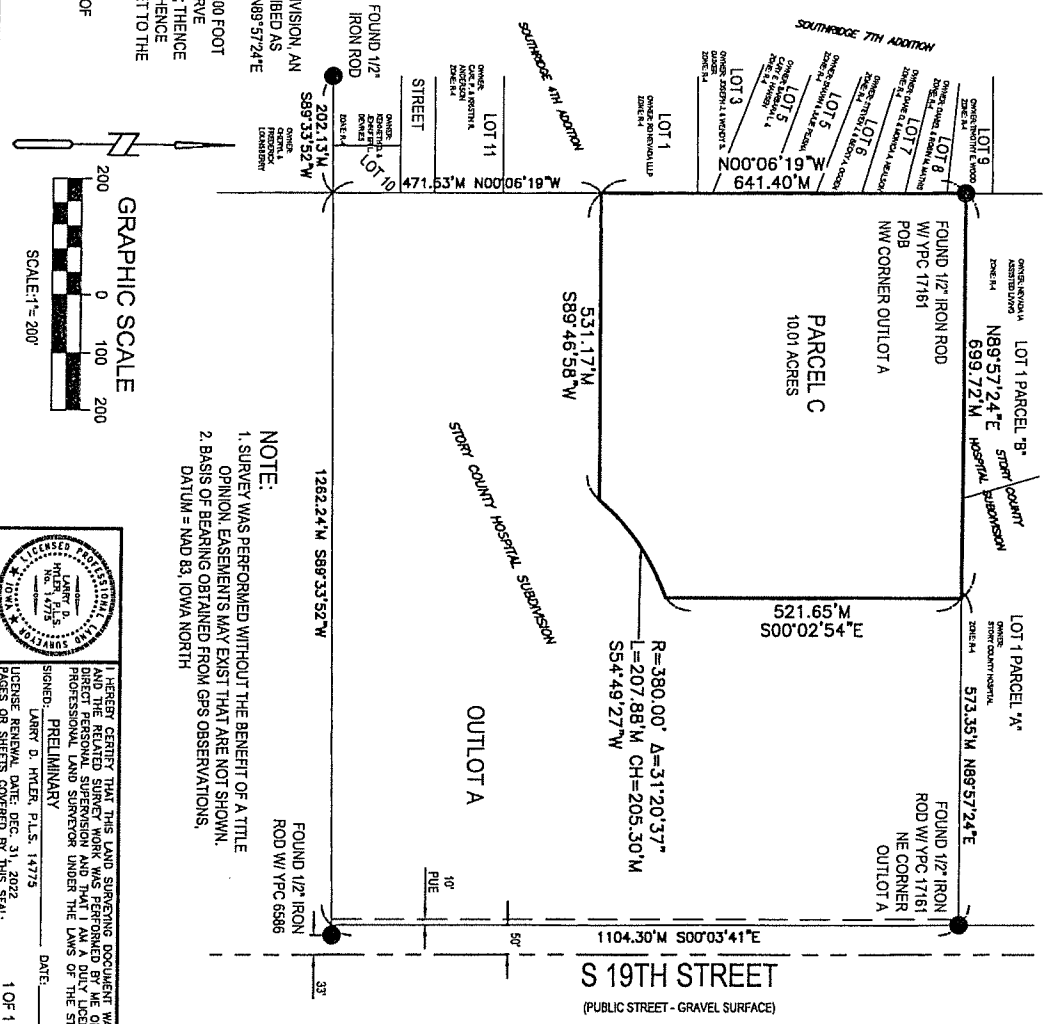
INDEX LEGEND
 Location: Outlot A, Story County Hospital Subdivision
 Owner: Story County Hospital
 Requestor: Story County Hospital Mail Room 515-382-7724
 Surveyor: Larry D. Hyer, P.L.S.
 Company: Bishop Engineering, 3501 104th St.
 Urbandale, IA 50322 (Ph) 515-276-0467

- LEGEND:**
- PROPERTY CORNER - FOUND AS NOTED
 - PROPERTY CORNER PLACED 5/8" IRON ROD WITH YELLOW PLASTIC CAP ID # 14775 OR AS NOTED
 - M MEASURED DISTANCE
 - () PREVIOUSLY RECORDED
 - ROW RIGHT OF WAY
 - POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - YPC YELLOW PLASTIC CAP

PROPERTY DESCRIPTION:

PARCEL C
 AN IRREGULAR SHAPED PORTION OF OUTLOT A, STORY COUNTY HOSPITAL SUBDIVISION, AN OFFICIAL PLAT NEVADA, STORY COUNTY, IOWA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT A; THENCE N89°57'24"E ALONG THE NORTH LINE OF SAID OUTLOT A, A DISTANCE OF 699.72 FEET; THENCE S00°02'54"E, A DISTANCE OF 521.65 FEET; THENCE SOUTHWESTERLY ALONG A 380.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A DISTANCE OF 207.88 FEET; SAID CURVE HAVING A CHORD BEARING OF S54°49'27"W AND A CHORD LENGTH OF 205.30 FEET; THENCE S89°46'58"W, A DISTANCE OF 531.17 FEET TO THE WEST LINE OF SAID OUTLOT A; THENCE N00°06'19"W ALONG THE WEST LINE OF SAID OUTLOT A, A DISTANCE OF 641.40 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.
 SAID TRACT CONTAINS 10.01 ACRES (436,038 SQUARE FEET)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
PRELIMINARY
 SIGNED: LARRY D. HYER, P.L.S., 14775
 LICENSE RENEWAL DATE: DEC. 31, 2022
 PAGES OR SHEETS COVERED BY THIS SEAL: 1 OF 1
 DATE: _____

PARCEL C OF OUTLOT A	STORY COUNTY HOSPITAL SUBDIVISION
PLAT OF SURVEY	
DRAWN BY: LDH	PROJECT NUMBER: 220056
REFERENCE NUMBER: 200571	SHEET NUMBER: 1 OF 1

Bishop Engineering
 "Planning Your Successful Development"
 3501 104th Street
 Des Moines, Iowa 50322-3825
 Phone: (515)276-0467 Fax: (515)276-0217
 Civil Engineering & Land Surveying Established 1959

RESOLUTION NO. 097 (2021/2022)
A RESOLUTION ACCEPTING ADMINISTRATIVE SUBDIVISION FOR
STORY COUNTY HOSPITAL SUBDIVISION,
NEVADA, STORY COUNTY, IOWA

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, an application from the Story County Hospital for an Administrative Subdivision, within the Jurisdiction of the City of Nevada, Iowa; and

WHEREAS, the Plat and Administrative Subdivision application has been submitted to the Planning and Zoning Administrator of the City of Nevada, Iowa, and he recommends approval of the Story County Hospital Administrative Subdivision, formerly Story County Hospital SD Outlot A Nevada.

WHEREAS, the developer has asked to adjust lot lines within the existing plat of Outlot A Story County Hospital Subdivision for funding purposes;

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

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

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

PASSED AND APPROVED THIS 27th day of June, 2022.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

City Administrators Report

May 19-June 23, 2022

Washington DC

Washington DC was a fun trip, not an environment particularly for me, but it was good to go and speak to the people we did. We were able to experience and learn quite a bit of some of the daily struggles' senators have on the hill.

Memorial Day Parade

Had the opportunity to speak during the Memorial Day parade at the cemetery. I was pretty nervous on some of the names but managed through it. The ironic piece of it all was who I rode with. Jim Axeline and I had a good conversation driving and waving to the people.

Water Plant Tour

Friday, June 10th we had a group from Tanzania tour the water plant. They are in America for 5 weeks to travel and tour different water plants across the states. They are working on a clean water project in their country and wanted to see how our system ran. It was interesting to find out some of the problems they have.

Marco Copiers/printers

We continue to have printer and copier issues so I have been meeting with Marco to discuss our other options. It sounds like we just have outdated and low-quality equipment. This equipment was from our previous contract and when Marco acquired the company, unfortunately, we did not get new equipment because we would have lost our current rate.

Food for Thought

The past two Monday's I have been volunteering at the Highschool at noon for their food for thought program. I will plan on continuing to volunteer until the end of July when the program ends.

Workforce development

Met this week with the workforce committee, work is being done to complete a survey so we can send out to employers on questions pertaining to workforce and their struggles as well as what they are looking for.

Insurance

MIC Insurance will be presenting over the increases we are seeing in insurance. The bad news is we are seeing a larger increase than we have in previous years but at the same time, it is happening across the board.

Lift Station

Lift Station for the WWTP is moving along, they were set back a few days due to the rain. The hole dug for the station filled in with water and had to have an 8" line come pump it out. They have been able to start working again and are waiting on Alliant to come shut some power down in order to hook equipment up.

Central Business district

Have accepted this project but there are a few things that still need to be fixed or updated. A hydrant was damaged when adding in a line on 6th and M, it is not leaking water but could pose problems in the future so we are looking at getting that replaced.

UPDATES:

DSM Airport

Will be presenting at this council meeting.

Lincoln HWY Days

Continuing to meet, next meeting is July 8.

Verbio Agreement

Will have the Development Agreement and Wastewater hopefully on one of the July meetings. The Wastewater is basically done, we just need signatures from Verbio and we can put it on the agenda. The DA is taking a little longer as we are creating a new draft for the north side of their development (2nd Phase)

Burke Agreement

Been meeting on a monthly basis, working through all the details. Currently, we are waiting on a water model rate study HR Green is preparing so we can add that in the agreement.

MetroNet

Majority of the community has MetroNet, still waiting to hear back for the neighborhood south of Hwy 30.

Kerin Wright

From: Ricardo Martinez
Sent: Tuesday, June 21, 2022 6:17 PM
To: Kerin Wright
Cc: Jordan Cook
Subject: FW: Chalk the Walk

Can you include the email below in the City Council Packets please?

Thanks

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: Chris Brandes <CBrandes@cityofnevadaaiowa.org>
Sent: Monday, June 20, 2022 12:46 PM
To: Josh Cizmadia <JCizmadia@cityofnevadaaiowa.org>; Andrew Henderson <AHenderson@cityofnevadaaiowa.org>; Matt Mardesen <mmardesen@cityofnevadaaiowa.org>; Ryan Hutton <RHutton@cityofnevadaaiowa.org>; Sean Seymour <SSeymour@cityofnevadaaiowa.org>; Madison Dicks <mdicks@cityofnevadaaiowa.org>; Nick Walleser <nwalleser@cityofnevadaaiowa.org>; Josie Bailey <JBailey@cityofnevadaaiowa.org>; Matt Celentano <mcelentano@cityofnevadaaiowa.org>; Kellan Sydnes <ksydnes@cityofnevadaaiowa.org>; Ray Reynolds <RReynolds@cityofnevadaaiowa.org>; Nancy Pritchard <npritchard@cityofnevadaaiowa.org>; Cathy Jager <CJager@cityofnevadaaiowa.org>
Cc: Ricardo Martinez <rmartinez@cityofnevadaaiowa.org>
Subject: Chalk the Walk

All,

I wanted to remind everyone of the Chalk the Walk event on 6/29 from 1700-1900 hours. It will be in the green space in front of city hall. There will be free food for kids, lots of sidewalk chalk, and the FD is setting up their bounce house.

You are not required to come; however, I would like the duty cars to spend some time there as calls permit. If you would like to attend, you are more than welcome to get face time with the families of Nevada.

Sergeant Christopher Brandes
Nevada Public Safety Department



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

Date: Wednesday, June 22nd, 2022

Tom Boeding
840 Westwood Drive
Nevada, Iowa 50201
Email: tomboeding1@gmail.com
Cell: 515-297-2970

RE: Block Party Street Closure Westwood Drive on Sunday, June 26th, 2022

Dear Tom:

Through email communications and email, you are requesting to close Westwood Drive at the cul-de-sac located at the northern most portion of the roadway for a Neighborhood Block Party. This event is to take place on Sunday, June 26th, 2022. The party will start at 4:00pm and conclude at 7:00pm. To facilitate this event, you report arrangements have been made to use barricades to close off the road. Barricades will be used to stop traffic at the cul-de-sac, which is just north of the intersection at Cimmaron Drive. Traffic will be open for Westwood and Cimmaron Drives up to the block party location. Neighbors will be allowed to leave and return if necessary. You report that you have communicated with your neighbors about this event and answer any questions or concerns they may have.

Your request is approved

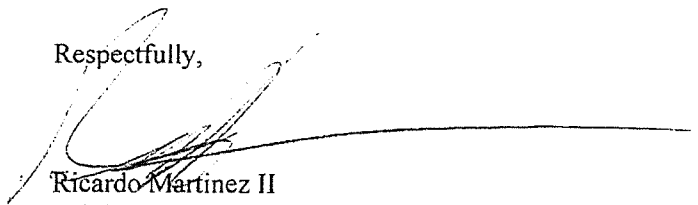
You are required to allow emergency vehicle access if necessary. The City of Nevada is not liable for any injuries or other claims made by participants in your event. You are responsible for obtaining any liability insurance necessary to protect you against any claims which may be brought in connection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

I am sure you plan these events in advance as it takes time and energy to put special occasions together. In the future, you need to apply for a road closure request well in advance of the planned event. This event as well as the one you put on in October 2021 came to the Nevada Public Safety Department within a very short time period of the party. Please submit your request in a timelier manner.

You have agreed to use street barricades to close off the roadway. Should you require equipment to close the roadway these arrangements will need to be made with City of Nevada Streets Superintendent Joe Mousel. There are rental fees and deposits associated with the use of City equipment. Mr. Mousel can be reached Monday-Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements with Mr. Mousel.

If you have questions, please let me know.

Respectfully,



Ricardo Martinez II
Public Safety Director/Chief of Police

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

Indian Ridge Block Party & Pot-Luck Dinner

Westwood Drive, Cimmaron Drive, Oak Lane, and Hickory Place

Feel free to bring Family & Friends

When: Sunday, June 26, 2022 – 4:00 PM – 7:00 PM
(Feel at ease to come and go as needed)

Where: On Westwood Drive Cul-de-Sac at North End

What: Dinner around 5:15 PM
BYOB plus your favorite salad or dessert
Pulled Pork, Brats and Hot Dogs will be provided
Bring your own lawn chairs to relax
Enjoy your Great Neighbors & Friends!
Tell tales of your winter 2021 & 2022

Please RSVP to Tom at 515-297-2970

- The Committee

Great Refreshments!

Great People!
Great Party!



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

Date: Wednesday, June 22nd, 2022

Ray Reynolds
Director of Fire & EMS
1209 6th Street
Nevada, Iowa 50201

RE: 2022 Road Closure for City of Nevada Fireworks Display

Dear Ray:

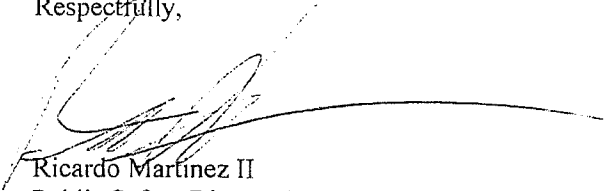
I have received your letter dated June 22nd, 2022, for the closure of 19th Street. This request is to facilitate the City of Nevada Fireworks display scheduled on Monday, July 4th, 2022. 19th Street would be closed between Fawcett Parkway on the south side to H Avenue to the north. This area would be closed from 3:00pm until the roadway is cleared of debris from the fireworks, which is estimated about 11:00pm.

ROAD CLOSURE IS APPROVED

Please contact the City of Nevada Street Department at 515-382-4813 if you have a need for barricades, cones, or other equipment or devices for road closure signage.

If you have any questions or concerns please let me know.

Respectfully,


Ricardo Martinez II
Public Safety Director/Chief of Police

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



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



June 22, 2022

Nevada Public Safety Department
Director Ric Martinez
1209 6th Street
Nevada, Iowa 50201

REF: July 4th Road closure of 19th Street

Director,

The Nevada Fire Department will again be assisting J&M Fireworks for the July 4th show on 19th Street. In the past we have shut down the road around 3-4 pm until 11 pm allowing us time for clean up of the road.

We are requesting the same closure on July 4th, 2022 from 3pm-11pm for the town celebration fireworks event. We will not be shooting the event but will be on standby and assist with the closure and clean up. In the past the city dropped off two of the type 3 closures near Faucett Park and two type 3 closures on the north side of the tracks. They also posted a road closed ahead sign at H and 19th Street.

Respectfully,

A handwritten signature in black ink, appearing to read "Ray Reynolds".

Ray Reynolds
Fire Chief

June 2022

TO: City Council

Continuing to process in coming permits and continuing inspections on building projects.

There will be a Rental Code 158 meeting after the Council Meeting.

I have been sending notices for yard nuisances (If you see any please email me.)

The remodeling of the Motel is continuing.

Tax abatements have been added.

I have submitted an Administrative Subdivision for Story County Hospital. The subdivision is for the new long term care facility. The subdivision is to assist them with qualifying for financing.

I have added a Neighborhood Improvement Incentive Program Application

Respectfully,

Ryan Hutton
Building and Zoning Official

*As of 06/22/2022

CHAPTER 158

PROPERTY MAINTENANCE AND RESIDENTIAL RENTAL CODE

158.01 Purpose
158.02 Adoption of Code

158.12 Withholding or Denial of Certificates
158.13 Violations and Penalties
158.14 Fees
158.15 Appeals
158.16 Variances
158.17 Public Nuisance Property

158.03 Applicability
158.04 Definitions
158.05 Interpretation
158.06 Code Enforcement Officer
158.07 Registration and Inspection Certificate Required
158.08 Inspection Procedures
158.09 Rental Housing Standards
158.10 Mobile Homes
158.11 Revocation and Suspension of Certificates

158.01 TITLE AND STATEMENT OF PURPOSE. The ordinance codified in this chapter is entitled as the “Property Maintenance and Residential Rental Code”. The purpose of this chapter is to establish minimum regulations regarding the conditions and maintenance of rental properties, buildings, and structures. Standards outlined in Chapter 158 are to ensure that rental structures, buildings, and properties are safe, sanitary, and fit for occupation and use.

158.02 ADOPTION OF PROPERTY MAINTENANCE CODE. The *International Property Maintenance Code*, published by the International Code Council, Inc., is adopted in full except for such portions as may be hereinafter deleted, modified or amended.

158.03 APPLICABILITY. Provisions within this chapter shall be applicable to the maintenance, repair, equipment, use and occupancy of all dwelling units within residential rental buildings that are now in existence or hereafter constructed, habilitated, renovated, or converted to residential rental use within the corporate limits of the City of Nevada. Provisions within this chapter include, but are not limited to single-family dwellings, two-family dwellings, multi-family dwellings, mobile homes regulated under 562A of the Iowa Code, accessory dwelling units and/or rooming/sleeping units with the following exceptions:

- a) Single-family dwellings which are occupied by the owner;
- b) Transient shelters, group homes and college dormitories subject to state licensing; and
- c) Hotels, motels, extended stay hotels and other similar uses subject to state licensing.

Provisions within this chapter shall also be applicable to the land and common areas that provide services to individual owner-occupied units where said land and common area is under the

ownership of someone other than that of said owner occupied unit, including, but not limited to, mobile home parks, horizontal property regimes pursuant to Iowa Code 499B, and multiple housing cooperatives pursuant to Iowa Code 499A.

158.04 DEFINITIONS. The following terms are defined for the purposes of Chapter 158:

1. “Building and Zoning Official” means the official who is charged with the administration and enforcement of this code, or any duly authorized representative.
2. “Dwelling Unit” means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
3. “Group homes” means those dwelling units which provide for the care of a group of persons, such as but not limited to a nursing home or treatment facility that are subject to state licensing.
4. “Inspection” means a review of a dwelling unit, building or structure for its compliance to adopted and relevant city codes.
5. “Minor” means an individual under the age of 18.
6. “Multi-family dwelling” means a building designed for or occupied exclusively by three or more families. This includes condominiums or individual dwelling units within the structure that are being rented or leased.
7. “Owner” means any person who, alone or jointly or severally with others shall have legal title to any dwelling unit, with or without accompanying actual possession thereof; or shall have charge care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter to the same extent as if the representative were the owner.
8. “Rental inspection certificate” means a certificate issued upon the inspection and certification of a dwelling unit and allows for that dwelling unit to be rented and occupied.
9. “Single-family dwelling” means a building designed for or occupied exclusively by one family.
10. “Tenant/Occupant” means any individual residing in a rental dwelling unit or having possession of a space within a rental dwelling.
11. “Transient shelters” means those units providing temporary or transitional residence for a period of thirty-one (31) days or less.
12. “Two-family dwelling” means a building designed for or occupied exclusively by two families. This includes condominiums or individual dwelling units within the structure that are being rented or leased.

158.05 INTERPRETATION. In their interpretation and application, the provisions of this chapter shall be held to minimum requirements, adopted for the promotion and protection of the public health, safety, and general welfare. Wherever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restrictions, or covenants, the most restrictive, or that imposing the higher standards, shall govern.

158.06 CODE ENFORCEMENT OFFICER. It shall be the duty of the Building and Zoning Official, or other officially delegated and/or appointed by the City Administrator, who shall

administer and enforce the provisions within this chapter and to conduct any required inspections or tests.

158.07 REGISTRATION AND INSPECTION CERTIFICATION REQUIRED. After the effective date hereof, no person shall rent, lease, let, operate, or otherwise allow the occupancy of any dwelling unit or any portion of any dwelling unit (including sleeping rooms) unless they hold a valid rental inspection certificate.

1. Issuance. Following the submission of a rental registration application, on forms provided by the City of Nevada, and review of the residential unit for compliance with the provisions within this chapter, the Building and Zoning Official shall issue a rental certificate to the owner and/or agent. No certificate shall be issued until all inspections, registration and other fees have been passed, completed, and paid.
2. Owner and/or Agent Information Required. Owners of residential rental properties in the City, who reside in Story County or any county contiguous thereto, shall provide the Building and Zoning Department with their contact information or designee contact information including but not limited to:
 - a) Mailing addresses
 - b) Telephone numbers
 - c) E-mail addresses

Owners of residential rental properties in the City who reside in any area other than described above, shall provide the department with the contact information of an individual over the age of eighteen (18) who shall reside in Story County or any county contiguous thereto, and who shall be designated as agent for scheduling inspections, receiving notice, and service of process.

3. Rental Inspection Certificate. Certificates shall be readily available for examination by the Building and Zoning Official at all times.
4. Certificate Duration and Validation. Certificate shall expire at the end of four (4) years following its date of issuance, or from the listed expiration date, unless suspended or revoked as hereinafter provided.
5. Certificate Renewal. Certificates shall be revoked if not renewed within forty-five (45) days from the date of expiration. Renewal shall include an inspection of rental property for compliance to provisions within this chapter.
6. Transfer of Ownership. A notice to the Building and Zoning Department is required from the owner within seven (7) days after a rental property is sold, transferred, conveyed, or otherwise disposed of ownership, interest, or control. Notices shall include the name and address of the person succeeding to the ownership and control thereof. Certificates are transferable as long as the succeeding property owner re-registers the rental property under their name and contact information. The succeeding property owner will have thirty (30) days to re-register said property at no cost. If the succeeding property owner fails to re-register the rental property within thirty (30) days, rental certification shall be revoked or suspended.

7. New Units. New construction projects, which have received final inspection approval and have been issued a Certificate of Occupancy, need not complete an inspection for a period of four (4) years from the issue date but shall register their property and provide their contact information to the City in order to be compliant with provisions in this chapter.

158.08 INSPECTION PROCEDURES. The owner and/or agent shall schedule an inspection to be conducted by the Building and Zoning Department to ensure compliance with the requirements of this chapter.

1. Appointments. Appointments for inspections shall be scheduled by the applicant through the City during regular business hours and shall provide at minimum one (1) business day notice. The City may request for the appointment to be rescheduled. The owner and/or agent shall be required to arrange for access to the rental dwelling unit(s). The owner and/or agent shall notify all tenants of the inspection in accordance with Chapter 562A, *Uniform Residential Landlord and Tenant Law*, of the Code of Iowa. Failure to notify tenants shall result in reinspection.

2. Inspection Schedule. The Building and Zoning Department shall seek to inspect every residential rental dwelling within the corporate limits of the City of Nevada every four (4) years. As part of the inspection process, the City may determine to extend or shorten the timeframe to the next scheduled inspection. Factors that may influence the City to inspect more or less frequently include, but are not limited to the following:

- a) Age and condition of dwelling
- b) Inspection history (continual violations)
- c) Tenant/management complaints (resulting in violations)
- d) Natural disasters such as flooding
- e) Timely inspection scheduling, follow-up, and fee payment by the owner
- f) In-house inspection and maintenance program by the owner that includes specific life/safety provisions

It shall be the responsibility of the owner and/or agent to ensure that their rental properties have a valid rental inspection certificate. The City may schedule inspection appointments with the owner and/or agent of the property by regular mail and/or email, a minimum of thirty (30) days in advance of the inspection. It shall be the owner and/or agent's responsibility to notify all tenants of the inspection date and time, in accordance with Iowa law.

3. Inspections shall not be conducted under the following circumstances and shall result in a reinspection:

- a) When a minor is serving on the behalf of the owner and/or managing agent
- b) When the inspection is against the will of the tenant without the building owner and/or managing agent present
- c) When no prior notice is given to the tenant, as is required by state law
- d) Without either the owner and/or managing agent, tenant of the dwelling, or the designated managing agent being present

4. Administrative Search Warrants. When under any section of this code it is necessary to enter in or upon any building, structure, land or other premises for inspection purposed or when there is reasonable cause to believe there exists in, at or upon a building, structure, land or other premises within the jurisdiction of the city a violation of any section of this Code enacted under police powers related to health or safety and a city officer or employee is authorized to conduct inspections has attempted to gain entry to any building, structure, land or other premises for the purpose of such inspection and has been refused such entry, the council in the exercise of its home rule powers authorizes the city attorney or their designee to make an application for an administrative search warrant in the name and authority of the city as provided by law.

158.09 RENTAL HOUSING STANDARDS. The Building and Zoning Official shall inspect each rental dwelling unit or portion thereof that is accessible to the tenant, to determine whether the premises are safe for human habitation or whether they are deemed substandard as set forth below.

Substandard conditions shall include, but not be limited to, the following:

1. Lack of working water closet, lavatory, bathtub or shower;
2. Lack of working or existing kitchen sink;
3. Lack of hot and cold running water to plumbing fixtures requiring hot and cold water;
4. Lack of heating facilities;
5. Lack of or improper ventilating equipment for mechanical equipment: i.e. water heater, furnace.
6. Lack of or minimum amounts of natural light and ventilation;
7. Lack of required electrical lighting;
8. Dampness of habitable rooms;
9. Infestation of insects, vermin or rodents from improper maintenance of the building;
10. General dilapidation or improper maintenance;
11. Lack of connection to the required sewage disposal system;
12. Lack of adequate garbage and rubbish storage and removal if service is provided by the Landlord;
13. Lack of valid minimum rental housing occupancy permit for the dwelling unit;
14. Structural Hazards, including:
 - (a) Deteriorating or inadequate foundations;
 - (b) Defective or deteriorating flooring or floor supports;
 - (c) Flooring or flooring supports of insufficient size to carry imposed loads with safety;
 - (d) Members of wall, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;
 - (e) Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety;
 - (f) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;

- (g) Members of ceiling, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety;
- (h) Fireplaces or chimneys which list, bulge or settle due to material deterioration; and
- (i) Fireplaces or chimneys which are insufficient size or strength to carry imposed loads with safety.

15. Hazardous wiring. Hazardous wiring shall include all wiring, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and is being used in a safe manner;

16. Hazardous plumbing. Hazardous plumbing shall include all plumbing, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and which is free of cross connections and siphoning between fixtures;

17. Hazardous mechanical equipment. Hazardous mechanical equipment shall include all mechanical equipment, including vents, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good and safe condition;

18. Faulty weather protection. Faulty weather protection shall include, but not be limited to, the following:

- (a) Deteriorated, crumbling or loose plaster caused by weather or improper maintenance;
- (b) Deteriorating or ineffective water-proofing of exterior walls, roofs, foundations or floors, including broken windows or doors caused by weather or improper maintenance;
- (c) Defective weather protection or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering; and
- (d) Broken, rotted, split or buckled exterior wall coverings or roof.

19. Fire hazards. Any building or portion thereof, device, apparatus, equipment, combustible waste or vegetation which, in violation of the International Fire Code adopted by the City of Nevada in such condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause shall be deemed a fire hazards.

20. Faulty materials of construction. Faulty materials of construction shall include all materials of construction, except those which are specifically allowed or approved by this chapter and the building code, and which have been adequately maintained in good and safe condition.

21. Hazardous or unsanitary premises. Hazardous or unsanitary premises shall include those premises on which an accumulation or weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials and similar materials or conditions constitute fire health or safety hazards. Located in City Code Chapter 50 & 51

22. Inadequate maintenance. Any building or portion thereof which is determined to be an unsafe or dangerous building in accordance with the Building Code of the city shall be deemed to be inadequately maintained.

23. Inadequate exits. All habitable spaces shall have reliable means of egress that do not require special keys, tools, or knowledge to operate. Exits shall consist of a walk out door, fire escape rated for the occupancy level of the floor, having a width of not less than 32 inches, and made of non-combustible material. Windows below grade and not more than a height of 70 feet may serve as an emergency rescue egress point, only in existing buildings where exiting is inadequate. Nothing in this section permits violation of City of Nevada ordinance 165.16.D (3) requiring two separate means of egress from residential dwelling units within the downtown district. All buildings or portion thereof not provided with adequate exit facilities as required by this chapter shall be deemed to have inadequate exits. When an unsafe condition exists through lack of or improper location of exits, additional exits may be required to be installed, or additional fire protection added in lieu of construction. The Authority Having Jurisdiction (AHJ) can approve the installation of a fire alarm system or automatic sprinkler system to correct inadequate required exits

24. Inadequate fire-resistive construction or firefighting equipment.

- (a) Fire-resistive. All buildings or portion thereof which are not provided with the fire-resistive construction required by this chapter shall be deemed to have inadequate fire-resistive construction, except those buildings or portions thereof which the owner proves by clear satisfactory and convincing evidence: 5/8-inch fire rock can be added to interior walls on legacy buildings to provide an approved layer of fire protection. Doors to a rated corridor shall be solid wood with a 20 min rated UL tag on the door jam.
- (i) Conformed with all applicable laws at the time of their construction, conversion to rental dwelling unit status and increase in number of rental dwelling units; and
- (ii) Whose fire-resistive construction has been adequately maintained and improved with any increase in number of dwelling units or occupant load, and with any alteration, addition or change in occupancy.
- (b) Deemed inadequate. All buildings or portions thereof which are not provided with the fire extinguishing system or equipment required by this chapter shall be deemed to have inadequate fire extinguishing systems or equipment. The AHJ may provide a variance to a sprinkler system when required if there are additional approved exits installed along with other fire protection features, such as but not limited to a) fire rated construction, b) the installation of a complete addressable fire alarm which is capable of notifying all tenants, or another fire protection device approved by the AHJ.

25. Improper occupancy. Improper occupancy shall include any occupancy of a building or portion thereof occupied for living, sleeping, cooking or dining purposes which was not designed or intended to be used for such occupancy. Improper occupancy shall also include the occupancy of, or allowing the occupancy of, any dwelling unit for which there is not in effect a valid and current minimum

rental housing occupancy permit or a valid and current registration receipt with respect to said dwelling. The AHJ shall issue an immediate cease and desist order to anyone occupying a space not approved or designed for human habitation.

158.10 MOBILE HOMES. Mobile homes shall be regulated and inspected in accordance with the following classifications:

1. The class of mobile homes denoted as manufactured homes, as defined in 42 USC 5402(6), shall bear a data plate, serial number and certification label as required by Manufactured Home Construction and Safety Standards, Department of Housing and Urban Development (1985) sections 3280.5, 3280.6 and 3280.8, or shall meet the requirements of section 3280.7.
2. Mobile homes manufactured from March 1973 through May 1976 shall bear the seal of the state.
3. Mobile homes manufactured prior to March 1973 shall be inspected for general conformity with the Manufactured Home Construction and Safety Standards cited in this section as such standards govern fire safety, plumbing, mechanical and electrical systems, and general construction.
4. All other mobile homes not included in the classifications in sections (1) through (3) of this section shall be inspected for general conformity with the Manufactured Home Construction and Safety Standards cited in this section as such standards govern fire safety, plumbing, mechanical and electrical systems, and general construction.
5. A mobile home showing no evidence of modification and generally well-maintained as set forth in this article, shall be issued an inspection certificate in the same manner as any other dwelling unit subject to this article.

158.11 REVOCATION AND SUSPENSION OF CERTIFICATES. Any rental inspection certificate may be summarily revoked and/or suspended by the Building Official upon the review of a notice of violation of any provision of this chapter or upon any outstanding fees, fines, or violations on any rental properties and/or units under the jurisdiction of the City of Nevada.

158.12 WITHHOLDING OR DENIAL OF CERTIFICATES. Any rental inspection certificate may be withheld or denied by the Building and Zoning Department if an owner has outstanding fees, fines, or violations on any rental properties and/or units under the jurisdiction of the City of Nevada, or if the inspection reveals any of the substandard conditions as set forth in Section 158.09.

158.13 VIOLATIONS AND PENALTIES. Any person who fails to comply with any provisions of this chapter or other applicable code or regulation shall be subject to a fine as set forth in Chapter 4 of the City Ordinance. In the instance that a rental property fails to meet the requirements within this chapter, the Building and Zoning Official may issue an order requiring for the property owner or agent to correct violations within a reasonable amount of time.

Whenever the City determines that a violation of this chapter exists, the City shall give notice of the violation. The notice shall be in writing and shall describe with reasonable detail the violation(s) to allow the property owner to correct said violation(s).

158.14 FEES. All fees due to the City for registration, and/or rental housing certificates, as determined by City Council resolution, shall be collected in prior to issuance of a certificate.

158.15 APPEALS. Appeals to the Board of Adjustment concerning interpretation or administration of this chapter may be taken by any person aggrieved by any decision of the Building and Zoning Official. Such appeals shall be taken within a reasonable time, not exceeding 60 days, by filing with the Building and Zoning Official and with the Board of Adjustment a notice of appeal specifying the grounds thereof. The Building and Zoning Official shall forthwith transmit to the Board all papers constituting the record upon which the action appeal from was taken. The Board of Adjustment shall fix a reasonable time for the hearing of appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or attorney.

158.16 VARIANCES. In the case of appeals requesting a variance, the Board of Adjustment may grant a reasonable variance in a specific case and from a specific provision of this chapter, subject, however, to appropriate conditions; and, provided that, the Board makes specific findings of fact based on the evidence presented on the record as a whole, that the following factors have been established by the required standard of proof:

1. There are practical difficulties or unnecessary hardships in carrying out the strict letter of the notice or order;
2. Due to the particular circumstances presented, the effect of the application of the provisions of this chapter would be arbitrary in the specific case;
3. An extension of time to bring the property into compliance with the provisions of this chapter would not constitute an appropriate remedy for practical difficulties or unnecessary hardships in this arbitrary effect;
4. Such a variance is in compliance with the general purpose and intent of this chapter in securing the public health, safety and general welfare;
5. The granting of such variance will not render the structure unsafe for habitation; and
6. The structure benefitted by the variance conformed with all applicable provisions of this Code of Ordinances, including, but not limited to, zoning provisions, at each of the following times:
 - (a) At time of construction;
 - (b) At the time of its conversion to rental dwelling status; and
 - (c) At the time of any increase in number of rental dwelling units in the structure.

158.17 PUBLIC NUISANCE PROPERTY.

1. It shall be the responsibility of the owner of each dwelling unit that is subject to the provisions of this subchapter to assure that the use and occupancy of such dwelling unit does not

unreasonably interfere with or adversely affect the rights of nearby residents and does not disturb the health, safety, or general welfare of the occupants of surrounding properties.

2. Any use or occupancy, or allowing the use or occupancy, of any dwelling unit subject to the provisions of this subchapter in violation of the requirements stated above shall constitute a public nuisance.

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