



**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, JULY 25, 2022 – 6:00 P.M.**

**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

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

<https://us02web.zoom.us/j/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](mailto:kwright@cityofnevadaiaowa.org) by 4:00 p.m. Monday, July 25, 2022***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
  - A. Proposed Amendment to the Nevada Urban Revitalization Area (will need P&Z recommendation for packet).
    1. Public Hearing, on Proposed Amendment to the Plan for the Nevada Urban Revitalization Area
    2. Resolution No. 004 (2022/2023): A Resolution adopting Amendment to the Plan for the Nevada Urban Revitalization Area.
  - B. Proposed Amendment to the Nevada Urban Renewal Area
    1. Public Hearing, on Proposed Amendment to the Nevada Urban Renewal Area
    2. Resolution No. 005 (2022/2023): A Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area

3. Ordinance No. 1027 (2022/2023): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the July, 2022 Addition to the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, first reading
    - a) Consideration of waiving the second and third reading of Ordinance No. 1027 (2022/2023)
  4. Resolution No. 006 (2022/2023): A Resolution Setting a Date of Meeting at which it is Proposed to Approve an Amended Development Agreement with Verbio North America Corporation, Including Annual Appropriation Tax Increment Payments
  5. Resolution No. 007 (2022/2023): A Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Verbio North America Corporation, Including Annual Appropriation Tax Increment Payment
  6. Resolution No. 008 (2022/2023): A Resolution Setting a Date of meeting at which it is Proposed to Approve a Development Agreement with Tom Richards, Including Annual Appropriation Tax Increment Payments
5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
- A. Approve Minutes of the Regular Meeting held on July 11, 2022
  - B. Approve Payment of Cash Disbursements, including Check Numbers 78212-78296 and Electronic Numbers 1144-1151 (Inclusive) Totaling \$2,118,563.46 (See attached list)
  - C. Approve Financial Reports for Month of June, 2022
  - D. Approve Resolution No. 009 (2022/2023): A Resolution accepting Plat of Survey for Story County Hospitals
  - E. Approve Resolution No. 010 (2022/2023): A Resolution Approving Year End Transfers for FY2021/2022
6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
7. OLD BUSINESS
- A. Approve HR Green Amendment to Master Agreement for Municipal Engineering Services for S-14 Water Main Relocations Project, not to exceed \$10,000
  - B. Approve HR Green Amendment No. 1 for 2022 Street Improvements (Originally 2021 Street Improvements) for design of sanitary sewer extension on S-14, maximum fee to be \$4,000
  - C. Resolution No. 011 (2022/2023): A Resolution Approving the Story County Housing Trust Grant Agreement with the City of Nevada, IA
8. NEW BUSINESS
- A. Resolution No. 012 (2022/2023): A Resolution to approve MOU with Colo Fire Department for Fire Extinguisher training prop

- B. Ordinance No. 1023 (2021/2022): An Ordinance Amending the City Code of Nevada, Iowa, by adding Chapter 158, Property Maintenance and Residential Rental Code, first reading (amended)
- C. Resolution No. 013 (2022/2023): A Resolution Authorizing Development Agreement with WB Realty Company, L.L.C.
- D. Resolution No. 014 (2022/2023): A Resolution approving Nevada Foundation-Human Services Fund Agreement
- E. Resolution No.015 (2022/2023): A Resolution setting Date for Public Hearing on Designation of the Expanded Nevada Urban Renewal Area and on Urban Renewal Plan Amendment
- F. Discussion and Appropriate Follow up regarding ATV/UTV's in city limits

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

10. ADJOURN

The agenda was posted on the official bulletin board on July 21, 2022, in compliance with the requirements of the open meetings law.

Posted

E-Mailed

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2022-2023\2022-07-25.DOC



MEMO FOR  
REGULAR MEETING OF THE NEVADA CITY COUNCIL  
MONDAY, JULY 25, 2022 – 6:00 P.M.

4. PUBLIC HEARINGS:

A. Proposed Amendment to the Nevada Urban Revitalization Area (will need P&Z recommendation for packet).

1. Public Hearing, on Proposed Amendment to the Plan for the Nevada Urban Revitalization Area

2. Resolution No. 004 (2022/2023): A Resolution adopting Amendment to the Plan for the Nevada Urban Revitalization Area.

**Enclosed you shall find the public hearing notice and resolution to adopt the amended Revitalization area. This will allow multi-family units to obtain exemption from taxes per the plan.**

B. Proposed Amendment to the Nevada Urban Renewal Area

1. Public Hearing, on Proposed Amendment to the Nevada Urban Renewal Area

2. Resolution No. 005 (2022/2023): A Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area

3. Ordinance No. 1027 (2022/2023): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the July, 2022 Addition to the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, first reading

***a) Consideration of waiving the second and third reading of Ordinance No. 1027 (2022/2023) In speaking with Dorsey & Whitney, it is not a legal requirement that the Ordinance must be fully approve before the hearing/approval of the development agreements. However, if Council is willing to adopt in one, that would be the most streamlined approach.***

4. Resolution No. 006 (2022/2023): A Resolution Setting a Date of Meeting at which it is Proposed to Approve an Amended Development Agreement with Verbio North America Corporation, Including Annual Appropriation Tax Increment Payments

5. Resolution No. 007 (2022/2023): A Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Verbio North America Corporation, Including Annual Appropriation Tax Increment Payment

6. Resolution No. 008 (2022/2023): A Resolution Setting a Date of meeting at which it is Proposed to Approve a Development Agreement with Tom Richards, Including Annual Appropriation Tax Increment Payments

**Enclosed you shall find the public hearing notice to amend the Urban Renewal Area to include the annexed area where Verbio purchased and their other site as well. This also includes the Nevada Journal building. The resolution and ordinance are requirements to set the area up to provide tax increment dollars. Also enclosed are the resolutions to hold public hearings regarding the three agreements that are proposed.**

7. OLD BUSINESS

A. Approve HR Green Amendment to Master Agreement for Municipal Engineering Services for S-14 Water Main Relocations Project, not to exceed \$10,000

**Enclosed is the agreement with HRG to relocate the water main along S-14.**

- B. Approve HR Green Amendment No. 1 for 2022 Street Improvements (Originally 2021 Street Improvements) for design of sanitary sewer extension on S-14, maximum fee to be \$4,000  
**Enclosed is the amended agreement to add additional fees for the design of the sanitary that was added after the project was let.**
- C. Resolution No. 011 (2022/2023): A Resolution Approving the Story County Housing Trust Grant Agreement with the City of Nevada, IA  
**Enclosed is the resolution and agreement with SCHAT to facilitate their portion of the grant to WB Realty, L.L.C.**

## 8. NEW BUSINESS

- A. Resolution No. 012 (2022/2023): A Resolution to approve MOU with Colo Fire Department for Fire Extinguisher training prop  
**Enclosed is an Action form providing history and options.**
- B. Ordinance No. 1023 (2021/2022): An Ordinance Amending the City Code of Nevada, Iowa, by adding Chapter 158, Property Maintenance and Residential Rental Code, first reading (amended)  
**Enclosed is the revised Ordinance for the rental code.**
- C. Resolution No. 013 (2022/2023): A Resolution Authorizing Development Agreement with WB Realty Company, L.L.C.  
**Enclosed is the resolution and agreement to provide LMI dollars for the conversion of the Hotel to apartments.**
- D. Resolution No. 014 (2022/2023): A Resolution approving Nevada Foundation-Human Services Fund Agreement  
**Enclosed is the resolution to provide the Foundation money for human services within the city.**
- E. Resolution No.015 (2022/2023): A Resolution setting Date for Public Hearing on Designation of the Expanded Nevada Urban Renewal Area and on Urban Renewal Plan Amendment  
**Enclosed is the resolution setting the public hearing to amend the urban renewal plan, this time for the Henry property and a revision to the new Verbio agreement**
- F. Discussion and Appropriate Follow up regarding ATV/UTV's in city limits  
**Enclosed is an Action form with history and options.**



Proof Of Publication in  
NEVADA JOURNAL

CITY OF NEVADA  
1209 6TH STREET  
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

I, mariah verheugen, on oath depose and say  
that I am the Legal Clerk of **NEVADA JOURNAL**, a weekly  
newspaper, published at ; Ames, Story County, Iowa that the  
annexed printed:

**CITY OF NEVADA**  
Amend Revitalization Plan for Urban Area

was published in said newspaper 1 time(s) in issues dated:

July 14, 2022

the last day of said publication being the  
14th day of July, 2022

#1459186  
**NOTICE OF PUBLIC HEARING OF  
THE CITY COUNCIL OF NEVADA,  
IOWA, RELATING TO THE ADOPTION  
OF AN AMENDMENT TO THE  
PLAN FOR THE NEVADA URBAN  
REVITALIZATION AREA FOR THE  
CITY OF NEVADA, IOWA,  
PURSUANT TO CHAPTER 404 OF  
THE CODE OF IOWA**

**NOTICE IS HEREBY GIVEN:** That  
there is now on file for public inspection in the office of the City  
Clerk of Nevada, Iowa, an Amendment to the Revitalization Plan for  
the Nevada Urban Revitalization Area within the City.

This City Council will meet at 6  
o'clock p.m., on July 25, 2022, at  
the City Hall Council Chambers, in  
the City of Nevada, Iowa, at which  
time a hearing will be held pursuant to the provisions of Chapter  
404 of the Code of Iowa (the "Code") on the proposal to adopt the  
Amendment to the Revitalization Plan, pursuant to the provisions of  
the Code. At such public hearing, all residents of the City and any  
other person having an interest in the matter may appear and be  
heard for or against the adoption of the Amendment to the Revitalization Plan, pursuant to the Code.

The Amendment to the Revitalization Plan will update the property tax exemption schedules for the residential property tax classification.

Published by order of the City Council of the City of Nevada, Iowa.

Kerin Wright  
City Clerk

Published in the Nevada Journal  
on July 14, 2022 (1T)

mariah verheugen  
Legal Clerk

Amy Kokott  
Notary Public, State of Wisconsin, County of Brown

6/30/2025  
My commission expires

sworn to before me and subscribed in my presence by this the  
14th day of July, 2022

FEE: \$24.77  
AD #: 0001459186  
ACCT: 37490

AMY KOKOTT  
Notary Public  
State of Wisconsin

RESOLUTION NO. 004 (2022/2023)

Resolution Adopting Amendment to the Plan for the Nevada Urban Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the “Code”) the City of Nevada, Iowa (the “City”), has designated an area of the City as the Nevada Urban Revitalization Area (the “Urban Revitalization Area”) and has adopted an Urban Revitalization Plan (the “Plan”) for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, it has been proposed that the Plan be amended to update the property tax exemption schedules for the residential property tax classification; and

WHEREAS, pursuant to the provisions of the Code, before amending the Plan, the City must prepare an amendment to the Plan, hold a public hearing thereon, and otherwise comply with the procedures set forth therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared and presented to the City Council for consideration in accordance with the provisions of the Code, said Amendment being in a form and having the contents as set forth in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to the provisions of the Code, the City Council has held a public hearing on the Amendment on July 25, 2022;

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

Section 1. The Amendment is hereby adopted in the form attached hereto as Exhibit A.

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

Passed and approved July 25, 2022.

---

Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk

HEARING ON PROPOSED  
AMENDMENT TO REVITALIZATION  
PLAN AND RESOLUTION TO ADOPT  
AMENDMENT

Nevada, Iowa

420131-110

July 25, 2022

A meeting of the City Council of the City of Nevada, Iowa, was held at six o'clock p.m. on, on July 25, 2022, at the City Hall Council Chambers, in the City. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Mayor announced that this was the time and place set for hearing on the July 2022 Amendment to the Plan for the Nevada Urban Revitalization Area. All written objections, statements, and evidence heretofore filed were read, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

**(Here, and on a separate page if necessary, list all persons presenting written or oral statements or evidence and summarize each presentation.)**

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member \_\_\_\_\_ introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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



EXHIBIT A  
PLAN AMENDMENT

By virtue of this amendment, the Urban Revitalization Plan (the “Plan”) for the Nevada Urban Revitalization Area is hereby amended to read as follows:

**Section 1. Section K of the Plan is hereby amended to read as follows:**

**Residential Improvements (Single-family/duplexes)**

*All qualified real estate assessed as residential property, excluding property classified as residential property under Section 441.21, subsection 14, paragraph “a”, subparagraph (6) of the Code of Iowa, is eligible to receive a 100% exemption from taxation for a period of three years on the actual value by the improvements.*

**Residential Improvements (Multifamily-Triplexes and Quadplexes)**

*All qualified real estate assessed as residential property under Section 441.21, subsection 14, paragraph “a”, subparagraph (6) of the Code of Iowa **and consisting of three or four separate units** is eligible to receive a 100% exemption from taxation for a period of three years on the actual value by the improvements.*

**Residential Improvements (Multifamily)**

*All qualified real estate assessed as residential property under Section 441.21, subsection 14, paragraph “a”, subparagraph (6) of the Code of Iowa **and consisting of more than four separate units** is eligible to receive a partial exemption from taxation for a period of five years, as follows:*

*For the first year, an exemption from taxation on 75% of the actual value added.*

*For the second year, an exemption from taxation on 60% of the actual value added.*

*For the third year, an exemption from taxation on 50% of the actual value added.*

*For the fourth year, an exemption from taxation on 50% of the actual value added.*

*For the fifth year, an exemption from taxation on 25% of the actual value added.*



July 20, 2022

**Via Email**

Kerin Wright  
City Clerk/City Hall  
Nevada, IA

Re: Nevada Urban Revitalization Area  
Our File No. 420131-110

Dear Kerin:

We have prepared and attach proceedings covering the hearing on the proposal to approve an amendment to the plan (the “Amendment”) for the Nevada Urban Revitalization Area and the adoption of the Resolution approving the Amendment. These proceedings include the following items:

1. Minutes of the public hearing on the Amendment.
2. Resolution adopting the Amendment.
3. Attestation Certificate with respect to the validity of the transcript.

While it is not required by statute, we recommend that you file a copy of the Amendment and the resolution adopting it with the County Assessor.

If you have any questions, please contact John Danos, Severie Orngard, or me.

Kind regards,

Amy Bjork

Attachments

cc: Jordan Cook

RECEIVED  
JUL 19 2022  
CITY OF NEVADA

Proof Of Publication in  
NEVADA JOURNAL

(1-6) 4B  
Item #  
Date: 7/25/22

CITY OF NEVADA  
1209 6TH STREET  
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

I, Mariah Verhagen, on oath depose and say  
that I am the Legal Clerk of **NEVADA JOURNAL**, a weekly  
newspaper, published at ; Ames, Story County, Iowa that the  
annexed printed:

CITY OF NEVADA  
PH UR Amendment, Verbio 2 - Richards

was published in said newspaper 1 time(s) in issues dated:

July 14, 2022

the last day of said publication being the  
14th day of July, 2022

Mariah Verhagen  
Legal Clerk

Amy Kokott  
Notary Public, State of Wisconsin, County of Brown

6/30/2025  
My commission expires

sworn to before me and subscribed in my presence by this the  
14th day of July, 2022

FEE: \$42.83  
AD #: 0001458118  
ACCT: 37490

AMY KOKOTT  
Notary Public  
State of Wisconsin

#1458118  
**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 ques-  
tion of amending the plan for the  
Nevada Urban Renewal Area (the  
"Urban Renewal Area") and desig-  
nating an expanded Nevada Urban  
Renewal Area, pursuant to Chap-  
ter 403, Code of Iowa, by adding  
and including all the property de-  
scribed as follows:

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

The East Three-Fourths of the  
Northwest Quarter of the North-  
east Quarter (E3/4 NW1/4 NE1/4);  
Northeast Quarter of the North-  
east Fractional Quarter (NE1/4 NE  
Frl.1/4); East Three-Fourths of the  
Southwest Quarter of the North-  
east Quarter (E3/4 SW1/4 NE1/4);  
Southeast Quarter of the North-  
east Quarter (SE1/4 NE1/4); North-  
east Quarter of the Southeast  
Quarter (NE1/4 SE1/4) North of the  
RR; East Three-Fourths of the  
Northwest Quarter of the South-  
east Quarter (NW1/4 SE1/4) North  
of the RR, all in Section Four (4),  
Township Eighty-three (83) North,  
Range Twenty-three (23), West of  
the 5th P.M., Story County, Iowa.  
Said parcel to contract 103 acres,  
more or less.

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 un-  
dertaking 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 connec-  
tion with the further expansion by  
Verbio of its biorefinery opera-  
tions; and (b) providing tax incre-  
ment financing support to Nancy  
and Thomas Richards in connec-  
tion with the redevelopment and  
renovation of an existing commer-  
cial 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

Published in the Nevada Journal  
on July 14, 2022 (1T)

RESOLUTION NO. 005 (2022/2023)

Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area

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

WHEREAS, this City Council of the City of Nevada, Iowa (the “City”) by 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 description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; 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

WHEREAS, notice of a public hearing by the City Council on the question of amending the Plan and designating an expanded Urban Renewal Area was heretofore given in strict compliance with the provisions of Chapter 403, Code of Iowa, and the Council has conducted said hearing on July 25, 2022; and

WHEREAS, the Planning and Zoning Commission of the City has reviewed and commented on the proposed Amendment; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Story County and the Nevada Community School District; the consultation meeting was held on the 7<sup>th</sup> day of July, 2022; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist in the City on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the July, 2022 Addition to the Urban Renewal Area.

Section 3. The development and redevelopment of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. Proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives; and

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

Section 5. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved July 25, 2022.

---

Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk

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

HEARING ON JULY, 2022 ADDITION TO  
THE NEVADA URBAN RENEWAL  
AREA AND URBAN RENEWAL PLAN  
AMENDMENT

420131-112

Nevada, Iowa

July 25, 2022

The City Council of the City of Nevada, Iowa, met on July 25, 2022, at 6:00 p.m., at the Nevada City Council Chambers, in the City, for the purpose of conducting a public hearing on the designation of an expanded Nevada Urban Renewal Area and on a proposed urban renewal plan amendment.

The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the designation of the expanded Nevada Urban Renewal Area and on an urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

**(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)**



There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member \_\_\_\_\_ moved the adoption of a resolution entitled “Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area,” seconded by Council Member \_\_\_\_\_. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

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 6<sup>th</sup> 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>\$11,340,000</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 and more particularly described as follows:

The East Three-Fourths of the Northwest Quarter of the Northeast Quarter (E3/4 NW1/4 NE1/4); Northeast Quarter of the Northeast Fractional Quarter (NE1/4 NE Frl.1/4); East Three-Fourths of the Southwest Quarter of the Northeast Quarter (E3/4 SW1/4 NE1/4); Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) North of the RR; East Three-Fourths of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) North of the RR, all in Section Four (4), Township Eighty-three (83) North, Range Twenty-three (23), West of the 5<sup>th</sup> P.M., Story County, Iowa. Said parcel to contract 103 acres, more or less.



• • • •

Upon motion and vote, the meeting adjourned.

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Brett Barker, Mayor

Attest:

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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 and more particularly described as follows:

The East Three-Fourths of the Northwest Quarter of the Northeast Quarter (E3/4 NW1/4 NE1/4); Northeast Quarter of the Northeast Fractional Quarter (NE1/4 NE Fr1.1/4); East Three-Fourths of the Southwest Quarter of the Northeast Quarter (E3/4 SW1/4 NE1/4); Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) North of the RR; East Three-Fourths of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) North of the RR, all in Section Four (4), Township Eighty-three (83) North, Range Twenty-three (23), West of the 5<sup>th</sup> P.M., Story County, Iowa. Said parcel to contract 103 acres, more or less.

STATE OF IOWA  
STORY COUNTY  
CITY OF NEVADA

SS:

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

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

**(Please attach to this certificate a copy of the minutes or a resolution of the Planning and Zoning Commission showing the action taken by that Commission with respect to the urban renewal plan amendment.)**

## PLANNING & ZONING MINUTES, MONDAY, JULY 18, 2022

Chairperson Matt Rhodes presided and he called the Monday, July 18, 2022 regular meeting of the Planning & Zoning Commission to order at 6:17 p.m. at City Hall Council Chambers, 1209 6<sup>th</sup> Street. The roll was called indicating that the following Commission Members were present and absent. Present: Donna Borton, Ron Farrington, Paul Maiefski, Matt Rhodes, and John Swanson. Absent: Nicole Fischer and Evie Peterson.

Staff present: Ryan Hutton and Donna Mosinski.

Motion by Donna Borton, seconded by Paul Maiefski, to approve the agenda as presented. The roll being called the following Commissioners voted. Ayes: Borton, Maiefski, Rhodes, Swanson, and Farrington. Nays: None. Whereupon the Chairperson declared the motion carried.

There were no comments from the public during the open public forum.

The Chairperson called the public hearing to order at 6:18 p.m. for the purpose of hearing comments for or against rezoning of the property at 640 South 19<sup>th</sup> Street Outlot A from AR (Agricultural) to R-4 (Multiple Family Dwelling District).

There was no one present who addressed the commission verbally or in writing.

The Chairperson declared the hearing closed at 6:21 p.m.

Motion by Ron Farrington, seconded by John Swanson, to recommend to the City Council favorable consideration of the rezoning of the property at 640 South 19<sup>th</sup> Street Outlot A from AR (Agricultural) to R-4 (Multiple Family Dwelling District). After due consideration and the roll being called, the following named Commissioners voted. Ayes: Farrington, Swanson, Borton, Maiefski, and Rhodes. Nays: None. Whereupon, the Chairperson declared the motion carried.

The Chairperson called the public hearing to order at 6:22 p.m. for the purpose of hearing comments for or against the Special Use Permit at 510 South 11<sup>th</sup> Street.

There was no one present who addressed the commission verbally or in writing.

The Chairperson declared the hearing closed at 6:24 p.m.

Motion by John Swanson, seconded by Paul Maiefski, to recommend to the City Council favorable consideration of the Special Use Permit at 510 South 11<sup>th</sup> Street. After due consideration and the roll being called, the following named Commissioners voted. Ayes: Swanson, Maiefski, Rhodes, Borton, and Farrington. Nays: None. Whereupon, the Chairperson declared the motion carried.

Motion by Ron Farrington, seconded by John Swanson, to ***maintain the current officers : Matt Rhodes as Chairperson and Evie Peterson as Vice-chairperson.*** After due consideration and the roll being called, the following named Commissioners voted. Ayes: Farrington, Swanson, Borton, Maiefski, and Rhodes. Nays: None. Whereupon, the Chairperson declared the motion carried.

Motion by Paul Maiefski, seconded by John Swanson, to recommend to the City Council favorable consideration of ***the amendment of the Urban Renewal Plan for the Nevada Urban Renewal Area.*** After due consideration and the roll being called, the following named Commissioners voted. Ayes: Maiefski, Swanson, Borton, Farrington, and Rhodes. Nays: None. Whereupon, the Chairperson declared the motion carried.

Ryan Hutton reported on:

- The two closed gas stations should be getting their fuel tanks inspected soon.

There being no other business to come before the meeting, it was moved by Ron Farrington, seconded by Paul Maiefski, to ***adjourn*** the meeting. The roll being called the following named Commissioners voted. Ayes: Farrington, Maiefski, Rhodes, Swanson, and Borton. Nays: None. Whereupon, the Chairperson declared the motion carried. At 6:45 p.m. he adjourned the meeting.

Attest:

\_\_\_\_\_  
Donna Mosinski, Deputy City Clerk

\_\_\_\_\_  
Matt Rhodes, Chairperson

DATE: June 28, 2022

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 Thursday, July 7, 2022, at 10:00 o'clock a.m. at the Nevada City Hall 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 6:00 o'clock p.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



ORDINANCE NO. 1027 (2022/2023)

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the July, 2022 Addition to the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Nevada, Iowa (the “City”) previously enacted an ordinance entitled “An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa”; and

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

WHEREAS, the City Council now desires to increase the size of the “tax increment district” by adding additional property;

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the July, 2022 Addition to the Nevada Urban Renewal Area of the City of Nevada, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Nevada to finance projects in such area.

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

“City” shall mean the City of Nevada, Iowa.

“County” shall mean Story County, Iowa.

“Urban Renewal Area Addition” shall mean the July, 2022 Addition to the Nevada Urban Renewal Area of the City, the legal description of which is set out below, approved by the City Council by resolution adopted on July 25, 2022:

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, more particularly described as follows:

The East Three-Fourths of the Northwest Quarter of the Northeast Quarter (E3/4 NW1/4 NE1/4); Northeast Quarter of the Northeast Fractional Quarter (NE1/4 NE Frl.1/4); East Three-Fourths of the Southwest Quarter of the Northeast Quarter (E3/4 SW1/4 NE1/4); Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) North of the RR; East Three-Fourths of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) North of the RR, all in Section Four (4), Township Eighty-three (83) North, Range Twenty-three (23),

West of the 5<sup>th</sup> P.M., Story County, Iowa. Said parcel to contract 103 acres, more or less.

Area as amended from time to time.

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

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

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

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

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

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

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

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

Passed and approved by the City Council of the City of Nevada, Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Brett Barker, Mayor

Attest:

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

First consideration: July 25, 2022

Second consideration: \_\_\_\_\_, 2022

MINUTES PROVIDING FOR SECOND  
CONSIDERATION OF AN ORDINANCE  
ESTABLISHING A TAX INCREMENT  
FINANCING DISTRICT FOR THE JULY,  
2022 ADDITION TO THE NEVADA  
URBAN RENEWAL AREA

420131-112

(Second Consideration)

Nevada, Iowa

\_\_\_\_\_, 2022

The City Council of the City of Nevada, Iowa, met on \_\_\_\_\_, 2022 at \_\_\_\_\_  
p.m., at the \_\_\_\_\_, in the City.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Mayor announced that, on July 25, 2022, the Council had given its initial consideration  
and had adopted an ordinance entitled “Ordinance No. \_\_\_\_\_. An Ordinance Providing for the  
Division of Taxes Levied on Taxable Property in the July, 2022 Addition to the Nevada Urban  
Renewal Area, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member \_\_\_\_\_ and seconded by Council  
Member \_\_\_\_\_ that the aforementioned ordinance be given its second  
consideration and that it be adopted. The Mayor put the question on the motion and the roll being  
called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

• • • • •

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

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Brett Barker, Mayor

Attest:

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Kerin Wright, City Clerk

MINUTES PROVIDING FOR FINAL  
CONSIDERATION AND ADOPTION OF  
AN ORDINANCE ESTABLISHING A  
TAX INCREMENT FINANCING  
DISTRICT FOR THE JULY, 2022  
ADDITION TO THE NEVADA URBAN  
RENEWAL AREA

420131-112

(Final Consideration and Adoption)

Nevada, Iowa

\_\_\_\_\_, 2022

The City Council of the City of Nevada, Iowa, met on \_\_\_\_\_, 2022 at \_\_\_\_\_  
p.m., at the \_\_\_\_\_, in the City.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Mayor announced that, on July 25, 2022, and on \_\_\_\_\_, 2022, the Council  
had given initial and second consideration and had adopted an ordinance entitled “Ordinance  
No. \_\_\_\_\_. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in  
the July, 2022 Addition to the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the  
Code of Iowa.”

It was moved by Council Member \_\_\_\_\_ and seconded by Council  
Member \_\_\_\_\_ that the aforementioned ordinance be given its final  
consideration and that it be adopted. The Mayor put the question on the motion and the roll being  
called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance  
had been given its final consideration and has been adopted.



• • • •

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

---

Brett Barker, Mayor

Attest:

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Kerin Wright, City Clerk

July 20, 2022

**VIA EMAIL**

Jordan Cook  
City Administrator/City Hall  
Nevada, Iowa

Re: Nevada Urban Renewal Area (July, 2022 Addition)  
Our File No. 420131-112

Dear Jordan:

Attached please find the proceedings for use by the City Council at the July 25, 2022 meeting.

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

The second set of proceedings covers the adoption of the tax increment ordinance for the expanded urban renewal area. Once the ordinance has been finally adopted, it must be published and a copy must be filed with the County Auditor of Story County. Please print extra copies of the ordinance for publishing and filing. Certificates are included in the proceedings to attest to each of those acts.

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

Kind regards,

Amy Bjork

Attachments

cc: Kerin Wright

MINUTES PROVIDING FOR FIRST  
CONSIDERATION OF AN ORDINANCE  
ESTABLISHING A TAX INCREMENT  
FINANCING DISTRICT FOR THE JULY,  
2022 ADDITION TO THE NEVADA  
URBAN RENEWAL AREA

420131-112

Nevada, Iowa

July 25, 2022

The City Council of the City of Nevada, Iowa, met on July 25, 2022, at 6:00 p.m., at the Nevada City Council Chambers, in the City.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ introduced an ordinance entitled “Ordinance No. 1027. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the July, 2022 Addition to the Nevada Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ that the ordinance be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

• • • •

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

---

Brett Barker, Mayor

Attest:

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Kerin Wright, City Clerk

RESOLUTION NO. 006 (2022/2023)

Resolution Setting a Date of Meeting at which it is Proposed to Approve an Amended Development Agreement with Verbio Nevada, LLC, Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City has previously entered into a certain development agreement (the “Original Agreement”) with Verbio North America Corporation in connection with the renovation of existing facilities and the construction of new facilities on certain property in the Urban Renewal Area for use in the Company’s renewable natural gas production business operations; and

WHEREAS, Verbio North America Corporation assigned all of its rights and responsibilities under the Original Agreement to Verbio Nevada, LLC; and

WHEREAS, the City and the Company now propose to amend the Original Agreement in order to (1) increase the amount of incremental property tax payments to be provided to the Company from an amount not to exceed \$200,000 to an amount not to exceed \$400,000; and (2) adjust the time period during which such payments will be made; and

WHEREAS, it is necessary to set a date for a public hearing on an amended Development Agreement (the “Amended Agreement”) and the proposal to increase the incremental property tax payments thereunder, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet at the Nevada City Council Chambers on August 8, 2022, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve the Amended Agreement and to authorize the increased annual appropriation incremental property tax payments to the Company.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than

four (4) days and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following applicable form:

NOTICE OF MEETING FOR APPROVAL OF AMENDED DEVELOPMENT  
AGREEMENT WITH VERBIO NEVADA, LLC AND AUTHORIZATION OF  
INCREASED ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Nevada, Iowa (the “City”), will meet on August 8, 2022, at 6:00 p.m., at the Nevada City Council Chambers in the City, at which time proceedings will be instituted and action taken to approve an amended Development Agreement (the “Amended Agreement”) between the City and Verbio Nevada, LLC (the “Company”) in connection with the with the renovation of existing facilities and the construction of new facilities situated in the Nevada Urban Renewal Area (the “Urban Renewal Area”) for use in the Company’s renewable natural gas production business operations. The Amended Agreement (1) increases the amount of incremental property tax payments to be provided to the Company from an amount not to exceed \$200,000 to an amount not to exceed \$400,000; and (2) adjusts the time period during which such payments will be made.

As authorized by Section 403.9 of the Code of Iowa, the commitment to make annual appropriation incremental property tax payments to the Company under the Amended Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Urban Renewal Area. All payments under the Amended Agreement may be made subject to annual appropriation by the City Council.

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

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

Kerin Wright  
City Clerk



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

Passed and approved July 25, 2022.

---

Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk

• • • •

On motion and vote the meeting adjourned.

---

Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk

July 21, 2022

**VIA EMAIL**

Jordan Cook  
City Administrator/City Hall  
Nevada, Iowa

Re: Amended Development Agreement (Verbio Nevada, LLC)  
Our File No. 420131-112

Dear Jordan:

Attached please find proceedings to enable the City Council to act on July 25<sup>th</sup> to set August 8<sup>th</sup> as the date for a public hearing on the proposed amendment to the Development Agreement with Verbio North America Corporation, including the proposal for increased annual appropriation incremental property tax payments.

The notice of public hearing on the amended Development Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published is August 4, 2022. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to [orngard.severie@dorsey.com](mailto:orngard.severie@dorsey.com).

We will prepare and forward to you in time for the August 8<sup>st</sup> meeting the necessary proceedings to approve the amended Development Agreement.

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

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

Kind regards,

Amy Bjork

Attachments

cc: Kerin Wright

## AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement (the “Agreement”) is entered into between the City of Nevada, Iowa (the “City”) and VERBIO Nevada, LLC (the “Company”) as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Commencement Date”).

WHEREAS, the City and VERBIO North American Corporation entered into that certain Development Agreement dated July 12, 2019 (“Original Development Agreement”), with respect to the renovation of existing facilities and the construction of new facilities (the “Project”) on certain real property (the “Property”), the legal description of which is set forth on Exhibit A hereto, for use in the business operations of renewable natural gas production; and

WHEREAS, VERBIO North American Corporation assigned all of its rights and responsibilities under the Original Development Agreement to the Company; and

WHEREAS, it is now necessary to amend the Original Development Agreement in order to extend the term of the Original Development Agreement and to increase the sum of the annual appropriation economic development payments provided to the Company thereunder; and

WHEREAS, this Amended Development Agreement (the “Agreement”) has been prepared to set forth the updated, mutual understanding between the City and the Company and to replace the Original Development Agreement; and

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

WHEREAS, the City shall provide financial assistance to Company in the form of (i) an economic development grant (the “Grant”) and (ii) incremental property tax payments to be used by the Company in paying the costs of undertaking the Project; and

WHEREAS, the base valuation of the Development Property for purposes of calculating the Incremental Property Tax Revenues, as herein defined, under this Agreement and Section 403.19 of the Code of Iowa is \$109,500 (the “Base Valuation”); and

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

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

NOW THEREFORE, the parties hereto agree to replace the Original Development Agreement with this Agreement as follows:

### **A. Company’s Covenants**

1. **Project Construction.** The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations

throughout the Term (as hereinafter defined). Furthermore, the Company agrees to invest not less than \$35,000,000 into capital improvements for the Project, including construction work, furnishings, architectural and engineering fees and other development costs. The Company has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City which was approved on April 30, 2019 and is set forth as Exhibit B hereto. The Company agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than July 1, 2020 (subjection to Section C.2 below).

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

3. **Company's Certifications.** The Company agrees to submit on an annual basis documentation to the reasonable satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2020, demonstrating that the completed Project is being maintained and used as part of the Company's business operations.

4. **Economic Development Assistance Contract.** The Company has entered into an Economic Development Assistance Contract (the "IEDA Contract") with the Iowa Economic Development Authority (the "IEDA") under the State of Iowa's High Quality Jobs Program (the "High Quality Jobs Program"). The IEDA Contract is attached hereto as Exhibit C. The Company agrees to submit on annual basis documentation to the reasonable satisfaction of the City no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2019, demonstrating that the Company is in compliance with the requirements of the IEDA Contract. Furthermore the Company agrees to provide written notice to the City within thirty (30) days of the receipt of any notification from IEDA that the Company has fallen out of compliance with the requirements of the IEDA Contract.

5. **Property Tax Exemption.** The Company acknowledges that property tax exemption, as described in Section B.1 of this Agreement, is only available with respect to that portion of the Property's valuation that is attributable to the construction of the Project thereon. Any other portion of such valuation is referred to in this Agreement as the "Unabated Valuation."

6. **Economic Development Grant.** The Company agrees to apply the proceeds of the Grant to the payment of the costs of the Project. The Company acknowledges the City will authorize an internal loan (the "Internal Loan") from the City's General Fund in the amount of \$200,000 to fund the Grant. The County further acknowledges that the City will first deduct from any Incremental Property Tax Revenues (as hereinafter defined) that become available from the Property an amount (the "Internal Loan Deduction") sufficient to repay the Internal Loan in full before making any remaining Incremental Property Tax Revenues (as hereinafter defined) available to fund the Payments to the Company under Section B.3 of this Agreement.

7. **Property Tax Payment Certification.** The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2019, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the Unabated

Valuation of the Property factored by fifty percent (50%) (the “Annual Percentage”). In submitting each such Company’s estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.7.

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

- a) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement (subject to Section C.2 below).
- b) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- c) Failure by the Company to comply with the terms of the IEDA Contract.
- d) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

**8.2 Remedies**

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

- a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- b) Withhold the Payments provided for under Section B.3 below.
- c) Upon the occurrence of an Event of Default described in Section 8.1.1.(c) above, revoke the remaining property tax exemption provided for under Section B.2 below.



9. **Legal and Administrative Costs.** The Company hereby acknowledges that the City has covered the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of the Original Agreement, including the necessary amendment to the Urban Renewal Area.

The Company hereby acknowledges that the City will cover the payment of legal fees and administrative costs (the “Additional Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area.

Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$8,000 or (2) the sum of the Actual Admin Costs plus the Additional Actual Admin Costs from the Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs and the Additional Actual Admin Costs.

## **B. City’s Obligations**

1. **Economic Development Grant.** In recognition of the Developer’s obligations set out above, the City hereby agrees to fund the Grant to the Developer in an amount equal to \$200,000 within thirty (30) days of the Commencement Date.

2. **Property Tax Exemption.** Pursuant to authority provided to the City in Section 15.332 of the Code of Iowa, the City Council has adopted a resolution that will exempt the Project from property taxation equal to fifty percent (50%) of the value added by the Project for a period of five (5) years, beginning in the year the Project is first assessed for taxation, subject to the Company’s continued compliance with the IEDA Contract and this Agreement.

3. **Payments.** In recognition of the Company’s obligations set out above, the City agrees to make seven (7) annual economic development tax increment payments (the “Payments” and, individually each, a “Payment”) to the Company during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$400,000 (the “Maximum Payment Total”). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

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

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

preceding each Payment date after the City has first withheld the Internal Loan Deduction and the Admin Withholding Amount from such Incremental Property Tax Revenues.

Subject to annual appropriation by the City Council as provided in Section B.4 of this Agreement, Payments will be made on June 1 of each fiscal year during the Term (as hereinafter defined), beginning on the first June 1 after which on which Incremental Property Tax Revenues become available from the Property after the City has withheld the Internal Loan Deduction and the Admin Withholding Amount, and continuing to, and including, June 1, 2027, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

4. **Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2019, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.7 above, provided however that no Payment shall be made after June 1, 2027.

5. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2021, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2019) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

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

### C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.



2. **Force Majeure.** Each party's obligations under this Agreement (other than payment obligations) shall be temporarily suspended during any period(s) where such party is unable to carry out its obligations hereunder, despite commercially reasonable efforts, by reason of an act of God or the public enemy, fire, flood, extreme weather conditions, general labor strike, civil disturbance, supply chain interruption, trade embargo, or extraordinary government interference, and neither party shall have any liability to the other party for delay in performance or failure to perform while this Agreement is temporarily suspended.

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

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

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

6. **Additional Incentives.** To the extent that the Company plans to construct additional improvements not contemplated by this Agreement on the Property, the City shall consider, in good faith, the negotiation of a subsequent development with respect to the construction of such additional improvements and the corresponding provision of incentives to the Company including additional economic development tax increment payments funded with Incremental Property Tax Revenues to be derived from such additional improvements and/or partial property tax exemption of the value added by such additional improvements, if available.

7. **Counterparts.** This Agreement may be executed in counterparts (including via facsimile, PDF or other electronic reproduction), each of which shall be deemed to be an original of this Agreement, but all of which together shall constitute one and the same instrument.

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

CITY OF NEVADA, IOWA

By: \_\_\_\_\_  
Brett Barker, Mayor

Attest:

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

VERBIO NORTH AMERICA  
CORPORATION

By: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

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

Parcel "E" located in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and in the southeast  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 3, Township 83 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, and Lying Entirely within Parcel "A" and Parcel "B" of the Southwest  $\frac{1}{4}$  of said Section 3 as described on the Plat of Survey Recorded in Book 11, Page 48 in the Office of the Recorder, Story County, Iowa,

More Particularly described as follows: Beginning at the Southwest corner of said Section 3, also being the Southwest corner of said Parcel "A"; thence N1°04'21"W 1320.73' along the west line of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 3, also being the west line of said parcel "A", to the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 3; thence, S89°53'59"E 1949.87' along the North line of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North line of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 3; thence, S1°04'21"E 1318.24' to the South line of the Southwest  $\frac{1}{4}$  of said Section 3, also being the South line of said Parcel "A" thence, N89°58'23"W 1849.82' along said South line to the point of beginning, Parcel "E" contains 59.05 acres including a 3.20 acres of presently established road right-of-way. Subject to easement and restrictions of record, if any.

**EXHIBIT B**

**SITE PLAN**

**EXHIBIT C**  
**IEDA CONTRACT**

**EXHIBIT D**

**ANNUAL TIF WORKSHEET  
COMPANY'S ESTIMATE**

- (1) Date of Preparation: October \_\_\_\_, 20\_\_.
- (2) Assessed Valuation of Property as of January 1, 20\_\_:  
\$\_\_\_\_\_.
- (3) Base Taxable Valuation of Property:  
\$\_\_\_\_\_.
- (4) Incremental Taxable Valuation of Property (2 minus 3):  
\$\_\_\_\_\_ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):  
\$\_\_\_\_\_ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).  
\$\_\_\_\_\_ x \$\_\_\_\_\_/1000 = \$\_\_\_\_\_ (the "TIF Estimate")
- (7) TIF Estimate (\$\_\_\_\_\_ x .50 (50%) = Company's Estimate (\$\_\_\_\_\_).

SET DATE FOR HEARING ON  
AMENDED DEVELOPMENT  
AGREEMENT

(Verbio Nevada, LLC)

420131-112

Nevada, Iowa

July 25, 2022

A meeting of the City Council of the City of Nevada, Iowa, was held at 6:00 o'clock p.m. at the Nevada City Council Chambers, on July 25, 2022, pursuant to the rules of the Council.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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



RESOLUTION NO. 007 (2022/2023)

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Verbio North America Corporation, Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Verbio North Nevada, LLC (the “Company”) in connection with the expansion of the Company’s biorefinery operations and the construction of railroad tracks in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$100,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This City Council shall meet on August 8, 2022, at 6:00 o’clock p.m., at the Nevada City Council Chambers, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT  
WITH VERBIO NEVADA, LLC AND AUTHORIZATION OF ANNUAL  
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Council Chambers, in the City, on August 8, 2022, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Verbio Nevada, LLC (the "Company"), in connection with the expansion of the Company's biorefinery operations and the construction of railroad tracks, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$100,000 as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Kerin Wright  
City Clerk

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

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

Passed and approved July 25, 2022.

---

Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk

• • • •

On motion and vote the meeting adjourned.

---

Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk

SET DATE FOR HEARING ON  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(Verbio Nevada, LLC)

420131-112

Nevada, Iowa

July 25, 2022

A meeting of the City Council of the City of Nevada, Iowa, was held at 6:00 p.m., on July 25, 2022, at the Nevada City Hall Council Chambers, Nevada, Iowa, pursuant to the rules of the Council.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

July 21, 2022

**Via Email**

Jordan Cook  
City Administrator/City Hall  
Nevada, IA

Re: Development Agreement (Verbio Nevada, LLC)  
Our File No. 420131-112

Dear Jordan:

Attached please find proceedings to enable the City Council to act on July 25, 2022 to set August 8, 2022 as the date for a public hearing on the proposed Development Agreement with Verbio North America Corporation, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice may be effectively published is August 4, 2022. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to [lemke.susan@dorsey.com](mailto:lemke.susan@dorsey.com).

We will prepare and forward to you in time for the August 8, 2022 meeting the necessary proceedings to approve the Agreement.

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

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

Kind regards,

Amy Bjork

Attachments

cc: Kerin Wright

## DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the “City”) and Verbio Nevada, LLC (the “Company”) as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Commencement Date”).

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

WHEREAS, the Company owns certain real property which is situated in the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company proposes to undertake the expansion of the Company’s biorefinery operations and the construction of new railroad tracks (“the Project”) on the Property; and

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

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the “Base Valuation”) of the Property shall be the assessed taxable valuation of the Property as of January 1, 2024; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

### **A. Company’s Covenants**

**1. Project Construction.** The Company agrees to undertake the Project on the Property. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City which was approved on \_\_\_\_\_, 2022 and is attached hereto as Exhibit B. The Company agrees to construct the Project in substantial conformance with the Site Plan and the City’s zoning, land use, building and safety codes and regulations. The Company further agrees to substantially complete such construction by no later than December 31, 2023.

The Company agrees to ensure that the Project is used in the business operations of the Company (the “Operational Requirement”) throughout the Term (as hereinafter defined) of this Agreement.

Further, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear



excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

2. **Company's Operational Certifications.** The Company agrees to certify (the "Operational Certification") to the City by no later than October 15 of each year during the Term (as hereinafter defined) commencing October 15, 2024, that the Company owns the Project and that the Company is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Company is in compliance with the Operational Requirement.

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

4. **Property Tax Payment Certification.** The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2024, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by fifty percent (50%) (the "Annual Percentage"). In submitting each such Company's Estimate, the Company will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

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

Upon request, the City staff shall provide reasonable assistance to the Company in completing the Worksheet required under this Section A.4.

5. **Default Provisions.**

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

- (i) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.



- (iii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iv) Failure by the Company to maintain compliance with Sections A.2 and A.4 of this Agreement.
- (v) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

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

6. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$5,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

## B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$100,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

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

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2024. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2026 and continuing to, and including, June 1, 2030, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

**2. Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2024, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2030.

**3. Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2026, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2024) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

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

## **C. Administrative Provisions**

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

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

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2030 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

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

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

CITY OF NEVADA, IOWA

By: \_\_\_\_\_  
Brett Barker, Mayor

Attest:

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

VERBIO NEVADA, LLC

By: \_\_\_\_\_  
[Name, Title]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

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 East Three-Fourths of the Northwest Quarter of the Northeast Quarter (E3/4 NW1/4 NE1/4); Northeast Quarter of the Northeast Fractional Quarter (NE1/4 NE Fr1.1/4); East Three-Fourths of the Southwest Quarter of the Northeast Quarter (E3/4 SW1/4 NE1/4); Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) North of the RR; East Three-Fourths of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) North of the RR, all in Section Four (4), Township Eighty-three (83) North, Range Twenty-three (23), West of the 5<sup>th</sup> P.M., Story County, Iowa. Said parcel to contract 103 acres, more or less.

**EXHIBIT B**  
**SITE PLAN**

1

**EXHIBIT C**  
**COMPANY'S ESTIMATE WORKSHEET**

- (1) Date of Preparation: October \_\_\_\_, 20 \_\_\_\_.
- (2) Assessed Taxable Valuation of Property as of January 1, 20 \_\_\_\_:  
\$ \_\_\_\_\_.
- (3) Base Taxable Valuation of Property (January 1, 2022):  
\$ \_\_\_\_\_.
- (4) Incremental Taxable Valuation of Property (2 minus 3):  
\$ \_\_\_\_\_ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):  
\$ \_\_\_\_\_ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).  
\$ \_\_\_\_\_ x \$ \_\_\_\_\_ /1000 = \$ \_\_\_\_\_ (the "TIF Estimate")
- (7) TIF Estimate (\$ \_\_\_\_\_) x .50 = Company's Estimate (\$ \_\_\_\_\_).

RESOLUTION NO. 008 (2022/2023)

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

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Nancy and Thomas Richards (the “Developers”) in connection with the redevelopment and renovation of an existing commercial building in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Developers in the form of (i) annual appropriation incremental property tax payments in an amount not to exceed \$30,000 under the authority of Section 403.9(1) of the Code of Iowa, and (ii) an economic development grant in an amount not to exceed \$20,000; and

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

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

Section 1. This City Council shall meet on August 8, 2022, at 6:00 p.m., at the Nevada City Council Chambers, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments and the economic development grant.

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



NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT  
WITH NANCY AND THOMAS RICHARDS AND AUTHORIZATION OF  
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Council Chambers, in the City, on August 8, 2022, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Nancy and Thomas Richards (the "Developers"), in connection with the redevelopment and renovation of an existing commercial building in the Nevada Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of (i) incremental property tax payments (the "Payments") to the Developers in a total amount not exceeding \$30,000 as authorized by Section 403.9 of the Code of Iowa, and (ii) an economic development grant to the Developers in an amount not exceeding \$20,000.

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

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

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

Kerin Wright  
City Clerk



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

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

Passed and approved July 25, 2022.

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Brett Barker, Mayor

Attest:

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Kerin Wright, City Clerk

• • • •

On motion and vote the meeting adjourned.

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Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk

SET DATE FOR HEARING ON  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(Nancy and Thomas Richards)

420131-109

Nevada, Iowa

July 25, 2022

A meeting of the City Council of the City of Nevada, Iowa, was held at 6:00 p.m., on July 25, 2022, at the City Council Chambers, Nevada, Iowa, pursuant to the rules of the Council.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

July 20, 2022

**Via Email**

Jordan Cook  
City Administrator/City Hall  
Nevada, IA

Re: Development Agreement (Nancy and Thomas Richards)  
Our File No. 420131-109

Dear Jordan:

Attached please find proceedings to enable the City Council to act on July 25, 2022 to set August 8, 2022 as the date for a public hearing on the proposed Development Agreement with Nancy and Thomas Richards, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice may be effectively published is August 4, 2022. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to [lemke.susan@dorsey.com](mailto:lemke.susan@dorsey.com).

We will prepare and forward to you in time for the August 8, 2022 meeting the necessary proceedings to approve the Agreement.

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

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

Kind regards,

Amy Bjork

Attachments

cc: Kerin Wright

## DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the “City”) and Nancy and Thomas Richards (together, the “Developers”) as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Commencement Date”).

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

WHEREAS, the Developers own certain real property which is situated in the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Developers have proposed to undertake the redevelopment and renovation of an existing commercial building (“the Project”) on the Property; and

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

WHEREAS, the City submitted a grant application (the “Challenge Grant Application”) to the Main Street Iowa Challenge Grant Program (“Challenge Grant Program”) for a grant (the “Challenge Grant”) to pay a portion of the costs of the Project; and

WHEREAS, the Challenge Grant Application was approved for the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the “Base Valuation”) of the Property shall be the assessed taxable valuation of the Property as of January 1, 2023; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

### **A. Developers’ Covenants**

1. **Project.** The Developers agree to undertake the Project on the Property. The Developers agree to construct the Project in accordance with the requirements of the Challenge Grant Program as set forth in Exhibit B hereto and in substantial conformance with the City’s zoning, land use, building and safety codes and regulations. The Developers further agree to substantially complete such construction by no later than December 31, 2023.

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

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

**2. Ownership of Property; Use of Project; Developers’ Annual Report.** The Developers agree to submit an annual report (the “Annual Report”) to the satisfaction of the City by no later than each October 15<sup>th</sup> during the Term commencing October 15, 2024, demonstrating that (i) the Operational Requirement is being met; (ii) the Developers own the Property, including the Project; and (iii) the Developers are in compliance with the terms of the Challenge Grant Program. The Developers agree to provide such supporting documentation as may be requested by the City as an accompaniment to the Annual Report.

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

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

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

The Developers agree to certify to the City by no later than October 15 of each year, commencing October 15, 2024, an amount (the “Developers’ Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Developers’ Estimate, the Developers will complete and submit the worksheet (the “Worksheet”) attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Developers’ Estimate to ensure the accuracy of the figures submitted.

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

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

Upon request, the City staff shall provide reasonable assistance to the Developers in completing the Worksheet required under this Section A.4.

**5. Grant Disbursement Request; Challenge Grant Documentation.** At such time that the Developers have incurred costs equal to at least \$20,000, the Developers agree to submit a grant disbursement request (the "Grant Disbursement Request") to the City to request disbursement of the proceeds of the Economic Development Grant. The Grant Disbursement Request shall be accompanied by documentation (the "Costs Documentation") detailing the costs (the "Project Costs") incurred in completion of the Project, including invoices, and such other documentation as may reasonably be requested by the City, confirming that the Project Costs detailed in the Costs Documentation were in fact incurred in the construction of the Project and that such Project Costs are of an amount reasonably to have been expected with respect to the Project. The Grant Disbursement Request submitted under this Section A.5 shall be in the form attached hereto as Exhibit D.

The Developer agrees that the proceeds of the Challenge Grant will be disbursed in accordance with the requirements of the Challenge Grant Program. The Developer agrees to cooperate with the City to provide the necessary documentation required by the Challenge Grant Program in order for the City to receive the funds of the Challenge Grant. The Developer agrees to apply the proceeds of the Challenge Grant to the payment or reimbursement of the costs of the Project.

**6. Default Provisions.**

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

- (i) Failure by the Developers to complete construction of the Project pursuant to the terms and conditions of this Agreement and the Challenge Grant Program.
- (ii) Failure by the Developers to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Developers to fully and timely remit payment of property taxes when due and owing.
- (iv) Failure by the Developers to maintain compliance with Sections A.2, A.4 and A.5 of this Agreement.



- (v) Failure by the Developers to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold disbursement of the proceeds of the Economic Development Grant provided for under Section B.1.
- (iii) Withhold the Payments provided for under Section B.2 below.

7. Legal and Administrative Costs. The Developers hereby acknowledge that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developers agree that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$5,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

## B. City’s Obligations

1. Economic Development Grant; Challenge Grant. Within thirty (30) days of receipt by the City from the Developers of a satisfactory Grant Disbursement Request, the City agrees to advance the proceeds of the Economic Development Grant to the Developers in an amount equal to \$20,000.

The City hereby agrees to advance the proceeds of the Challenge Grant in accordance with the Challenge Grant Program guidelines.

2. Payments. In recognition of the Developers’ obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the “Payments” and, individually each, a “Payment”) to the Developers during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$30,000 (the “Maximum Payment Total”). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect



to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

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

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2024. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2026 and continuing to, and including, June 1, 2030, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

**3. Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2024, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developers’ Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Developers will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Developers shall make the next succeeding submission of the Developers’ Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2030.

**4. Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2026, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2024) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

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

**C. Administrative Provisions**

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

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

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2030 or on such earlier date upon which the aggregate sum of Payments made to the Developers equals the Maximum Payment Total.

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

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

CITY OF NEVADA, IOWA

By: \_\_\_\_\_  
Brett Barker, Mayor

Attest:

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

NANCY RICHARDS

\_\_\_\_\_  
THOMAS RICHARDS

\_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Certain real property situated in the City of Nevada, Story County, State of Iowa located at 1133 6<sup>th</sup> Street and bearing Story County Property Tax Parcel Identification Number 1107210130.

**EXHIBIT B**  
**CHALLENGE GRANT PROGRAM REQUIREMENTS**

**EXHIBIT C**  
**DEVELOPERS' ESTIMATE WORKSHEET**

(1) Date of Preparation: October \_\_\_\_, 20\_\_.

(2) Assessed Taxable Valuation of Property as of January 1, 20\_\_:

\$\_\_\_\_\_.

(3) Base Taxable Valuation of Property (January 1, 2022):

\$\_\_\_\_\_.

(4) Incremental Taxable Valuation of Property (2 minus 3):

\$\_\_\_\_\_ (the "TIF Value").

(5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

\$\_\_\_\_\_ per thousand of value.

(6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

\$\_\_\_\_\_ x \$\_\_\_\_\_/1000 = \$\_\_\_\_\_ (the "TIF Estimate")

(7) TIF Estimate (\$\_\_\_\_\_ x Annual Percentage = Developers' Estimate (\$\_\_\_\_\_).

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

**EXHIBIT D**  
**FORM OF GRANT DISBURSEMENT REQUEST**

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

Submitted by: \_\_\_\_\_

Contact information: \_\_\_\_\_

Grant Amount Requested \$ \_\_\_\_\_

Index of Invoices/Statements Attached to substantive request:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

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

NANCY OR THOMAS RICHARDS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed and accepted by the City of Nevada, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
City Administrator



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NEVADA CITY COUNCIL - MONDAY, JULY 11, 2022 6:00 P.M.

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1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, July 11, 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: Brian Hanson, Jason Sampson, Dane Nealson, Sandy Ehrig, Steve Skaggs, Barb Mittman. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Larry Stevens, Erin Mousel, Chris Brandes

Also in attendance were: Brenda Dryer

3. APPROVAL OF AGENDA

Motion by Jason Sampson, seconded by Steve Skaggs, to **approve the amended agenda with the removal of item 7D.** After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

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

Motion by Dane Nealson, seconded by Sandy Ehrig, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on June 27, 2022
- B. Approve Payment of Cash Disbursements, including Check Numbers 78133-78208 and Electronic Numbers 1138-1142 (Inclusive) Totaling \$675,843.57 (See attached list) and the July First Interstate Bank Card Statement

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

5. PUBLIC FORUM

- A. Proclamation for Summer Learning 2022

Mayor Barker proclaimed July 11-15, 2022 as Summer Learning Week

6. OLD BUSINESS

- A. Approve Sigler Invoice for July-December 2022 Newsletter publication

Motion by Steve Skaggs, seconded by Barb Mittman, to **approve Sigler Invoice for July-December 2022 Newsletter publication.** After due consideration and discussion the roll was called. Aye: Skaggs, Mittman, Nealson, Sampson, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 2 for the 2022 Street Improvements Project from Manatt's, Inc., in the amount of \$270,596.57

Motion by Sandy Ehrig, seconded by Brian Hanson, to **approve Pay Request No. 2 for the 2022 Street Improvements Project from Manatt's, Inc., in the amount of \$270,596.57.** After due consideration and discussion the roll was called. Aye: Ehrig, Hanson, Mittman, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- C. Approve Pay Request No. 13 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,530,028.70

Motion by Jason Sampson, seconded by Steve Skaggs, to **approve Pay Request No. 13 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. (WBCI) in the amount of \$1,530,028.70.** After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Hanson, Nealson. Nay: None. The Mayor declared the motion carried.

- D. Approve Pay Request No. 5 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$62,795.00

Motion by Dane Nealson, seconded by Jason Sampson, to **approve Pay Request No. 5 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$62,795.00.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

## 7. NEW BUSINESS

- A. Resolution No. 001 (2022/2023): A Resolution to approve a Gas Pipeline Easement with Temporary Construction

Motion by Brian Hanson, seconded by Sandy Ehrig, to **adopt Resolution No. 001 (2022/2023).** After due consideration and discussion the roll was called. Aye: Hanson, Ehrig, Mittman, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 002 (2022/2023): A Resolution setting requirements for the Sale of Certain property located within the Amended and Restated Urban Renewal Area, Determining that the Proposal submitted by a potential purchaser satisfies the requirements and declaring the Intent of the City to Accept the Proposal proposed, in the event that no competing proposals are submitted and soliciting competing proposals

Motion by Barb Mittman, seconded by Jason Sampson, to **adopt Resolution No. 002 (2022/2023).** After due consideration and discussion the roll was called. Aye: Mittman,

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

- C. Resolution No. 003 (2022/2023): A Resolution Providing Notice of Hearing on Proposed Amendment to the Revitalization Plan for the Nevada Urban Revitalization Area

Motion by Sandy Ehrig, seconded by Dane Nealson, to **adopt Resolution No. 003 (2022/2023)**. After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Skaggs, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- D. ~~Resolution No. 004 (2022/2023): A Resolution Authorizing Development Agreement with WB Realty, L.L.C.~~

#### 10. REPORTS:

City Administrator Cook is coordinating with Ryan Hutton regarding work sessions that will take place on July 18 and August 1 to begin discussions on vacant buildings. Continuing to gather information on ATV/UTVs.

Mayor Barker invited everyone to the next community coffee on August 13<sup>th</sup>.

Council Member Steve Skaggs reported on the Camelot receiving a 2<sup>nd</sup> Catalyst grant.

Police Sergeant Brandes reported that the Chalk the Walk Event went well.

#### 11. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Brian Hanson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:23 p.m. the meeting adjourned.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

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

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

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

**CITY OF NEVADA**  
**CLAIMS REPORT FOR JULY 25, 2022**  
**7/12/22 THRU 7/25/22**

<b>VENDOR</b>	<b>REFERENCE</b>	<b>AMOUNT</b>	<b>CHECK #</b>
WAGeworks	FSA 2021 PMT	631.96	1149
IA DNR	WTR-SUPPLY FEE FY23	762.74	78214
MANATTS	2022 STS IMPROVEMENT PROJ	270,596.57	78215
WILLIAMS BRO CONST	WWTF PH2-PR#13	1,530,028.70	78216
BOOMERANG	WWTF-PH3PR#5	62,795.00	78217
EFTPS	FED/FICA TAX	29,760.74	1144
HUTTON, RYAN	HSA	273.33	1145
SYDNES, KELLAN	HSA	30.00	1146
CORNISH, DEVIN	HSA	50.00	1147
MISSION SQUARE	DEFERRED COMP	887.50	78212
COLLECTION SVC CTR	CHILD SUPPORT	496.32	78213
ALLIANT	ALL-UTILITIES	4,833.53	78225
QUILL CORP	LIB-SUPPLIES	168.25	78226
COMPUTER RES SPEC	LIB-IT SVCS	1,035.00	78227
VERIZON	WTR/WWT/LIB-SVCS	280.07	78228
BAKER & TAYLOR	LIB-MATERIALS	2,614.48	78229
DEMCO	LIB-SUPPLIES	894.57	78230
BRODART	LIB-JACKET ROLL	122.75	78231
WINDSTREAM	POOL/SC-PHONES	184.47	78232
CENTER POINT	LIB-MATERIALS	189.99	78233
CENGAGE	LIB-MATERIALS	386.84	78234
MARCO	ALL-COPIER LEASE	799.00	78235
MIDWEST TAPE	LIB-MATERIALS	368.39	78236
FIRSTNET	PD-1ST RESP NETWORK	330.16	78237
HOOPLA	LIB-MATERIALS	166.87	78238
AMAZON CAPITAL SVCS	LIB-CHARGING CART	313.07	78239
1050 TECHNOLOGIES	PD/EMS-SAFETY SIGNS	1,945.00	78240
PROQUEST	LIB-MATERIALS	1,536.00	78241
NICHE ACADEMY	LIB-SUBSCRIPTION	1,400.00	78242
WAGeworks	FSA 2021 PMT	853.66	1150
GREAT WESTERN	MYR-LODGING	7,285.04	1151
FAREWAY	CA/4PLX-SUPPLIES	269.49	78243
HAWKINS	WTR-AZONE 15	3,869.44	78244
ALLIANT	STS/CD-K AVE/SIREN	99.10	78245
PRATT SANI	ALL-GARBAGE SVC	1,253.35	78246
NEVADA POSTMASTER	ADM-ADDL INCREASE BOX FEE	16.00	78247
STATE HYGIENIC LAB	WWT/WTR-LAB ANALYSIS	3,292.50	78248
CAPITAL SANI SUPPLY	PKM-SUPPLIES	567.18	78249
IA CITY/CNTY MGMT ASSOC	CA-IACMA DUES/CONF	310.00	78250

ARNOLDSY	FD-AIR FILTERS	118.24	78251
IA STATE READY MIX	STS-HAULING	1,418.62	78252
NEVADA ROTARY	FD-REYNOLDS/MARTINEZ DUES	412.00	78253
GATEHOUSE	PUBLIC NOTICES	680.60	78254
STORY CO MEDL CENTER	WWT-CORNISH HEPB	238.00	78255
GOOD AND QUICK	STS/PKM-TIRES	894.00	78256
DORSEY & WHITNEY	LEGAL	19,909.00	78257
ACKERMAN, MIKE	STS-CDL	80.00	78258
IA IRRIGATION	PKM-BB FIELD START UP	366.00	78259
JOHNSON CONTROLS	CH-FIRE ALARM MON	720.34	78260
V & H AG SERVICES	STS-TARP/STRAPPING	409.00	78261
ACCO	POOL-CHLORINE	4,407.15	78262
NEVADA HARDWARE	ALL-SUPPLIES	628.23	78263
NEWSOME PLUMBING	POOL/PKM-JET PUMP/FOUNTAIN RPR	3,206.32	78264
STAPLES ADVANTAGE	ALL-SUPPLIES	207.58	78265
WINDSTREAM	LIB/PD-PHONES	158.43	78266
CONSUMERS ENERGY	ALL-UTILITIES	8,746.94	78267
CONTINENTAL RESEARCH	WWT-SUPPLIES	512.37	78268
JOHN DEERE FINANCIAL	ALL-SUPPLIES	1,440.46	78269
HR GREEN	ENGINEERING	15,828.40	78270
ALLEYS PIZZA	REC-PIZZA	168.00	78271
IA DIVISION OF LABOR	WWT-BOILER INSPECTION	80.00	78272
SIGLER COMPANIES	NEWSLETTER/PAPER JULY-DEC	5,588.63	78273
MISSISSIPPI LIME	WTR-QUICKLIME	8,420.56	78274
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 8/2022	599.19	78275
VULCAN IND	WWT-RPR PARTS	1,481.00	78276
CONVERSE CONDITIONED AIR	4PLX-FUSE/BELT REPLACEMENT	384.88	78277
PEPSI	4PLX-CONCESSIONS	718.34	78278
AMAZON	ALL-SUPPLIES	2,010.32	78279
BROWN'S HEAVY EQUIP	STS-CATERPILLAR RPR	2,554.92	78280
KRUCK	CH-RTU/COTTONWOOD	225.00	78281
AMSTERDAM PRINTING	PD-MUGS	766.16	78282
FARMHOUSE CATERING	CA-EMPLOYEE APPREC	72.00	78283
CUSTOM CREDENTIALS	PD-ID CARDS	95.48	78284
MARTIN BROS DIST	4PLX-CONCESSIONS	2,077.36	78285
BOUND TREE MEDICAL	EMS-SUPPLIES	788.17	78286
TURF AND POND TIME	PKM-POND TREATMENT	180.00	78287
FIRE SERVICE TRNG BUREAU	FD-REYNOLDS TRNG BOOK	79.15	78288
MENARDS	PKM/POOL-EDGER/LUMBER	419.94	78289
HAMPTON EQUIP	STS-AIR REGULATOR	118.58	78290
JMT TRUCKING	STS-HAULING	151.94	78291
LOAIZA, CHRISTIAN	POOL-BANDS	305.20	78292
MATHESON TRI-GAS	POOL-CO2	329.48	78293
MADISON NATIONAL LIFE	ALL-LIFE INSURANCE	416.68	78294

PRECISION DYNAMICS	POOL-BANDS	292.20	78295
TEXAS AMERICA SAFETY	PKM-HARD HATS	286.31	78296
	Refund Checks Total	<u>187.58</u>	
	Accounts Payable Total	2,020,688.23	
	Payroll Checks	<u>97,687.65</u>	
	***** REPORT TOTAL *****	<u>2,118,563.46</u>	
	GENERAL	154,593.74	
	ROAD USE TAX	16,999.98	
	LOCAL OPTION SALES TAX	7,058.10	
	LIBRARY TRUST	1,936.16	
	NORTH STORY BASEBALL	168.00	
	DANIELSON TRUST	166.87	
	SC/FIELDHOUSE	1,942.50	
	2021 STS 11TH/S14	275,760.27	
	CBD DOWNTOWN IMPR	663.00	
	2017 STS/WT/SE/STRM PROJ	221.00	
	WATER	41,260.43	
	WATER DEPOSITS	187.58	
	SEWER	21,895.52	
	SEWER CAP IMP PROJECT	1,592,823.70	
	STORM WATER	1,001.00	
	REVOLVING FUND	399.99	
	FLEX BENEFIT REVOLVING	<u>1,485.62</u>	
	TOTAL FUNDS	<u>2,118,563.46</u>	



Before Transfers

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	234,792.43-	8,852,910.79
002-000-1110	CASH-HOTEL/MOTEL	14.93	24,466.22
110-000-1110	CASH-ROAD USE TAX	72,502.36	2,211,407.49
112-000-1110	CASH-EMPLOYEE BENEFITS	2,810.73	921,456.05
113-000-1110	CASH-RUT CAPITAL	143.49	235,141.59
119-000-1110	CASH-EMERGENCY FUND	301.02	75,873.95
121-000-1110	CASH-LOCAL OPTION TAX	74,211.07	1,517,453.56
125-000-1110	CASH-TIF	12,963.99	2,583,779.21
126-000-1110	CASH-LMI SUBFUND		129,265.02
167-000-1111	RESERVE-WELLS	1.09	1,782.70
167-000-1113	RESERVE-ZWILLING	.07	112.10
167-000-1114	RESERVE-ALBERRY	.62	1,019.98
168-000-1118	RESERVE-UNDESIGNATED		7.95
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	16.20	26,542.79
169-000-1110	CASH-LIBRARY TRUST	2,407.76-	24,884.57
171-000-1110	CASH-FIRE TRUST	10.68	17,508.12
172-000-1110	CASH-SCORE UNDESIGNATED	3.48	5,707.68
173-000-1110	CASH-SCORE O&M	.16	265.18
174-000-1110	CASH-NORTH STORY BASEBALL	1,920.68	5,369.35
175-000-1110	CASH-SENIOR COMM CENTER	5.98	9,804.00
176-000-1110	CASH-GH PIANO	11.64	19,068.82
177-000-1110	CASH-POLICE FOREITURE	7.46	12,226.39
179-000-1122	RESERVE-GRNBLT MAP 2005	2.21	3,618.01
179-000-1124	RESERVE-ST CO TRAIL	.24	399.03
179-000-1125	RESERVE-IND RDG GREENBE	1.05	1,722.63
179-000-1127	RESERVE-UNRESTRICTED	88.58-	78,653.88
179-000-1128	RESERVE-SCORE SCOREBOAR	2.81	4,612.57
179-000-1130	RESERVE-LANDSCAPING	7.00	6,474.63
179-000-1131	RESERVE-FIELD MAINT	235.90	17,859.76
179-000-1132	RESERVE-LEW HANSEN SUB	.87	1,417.73
179-000-1133	RESERVE-87 SOUTHWOOD	4.66	7,628.77
179-000-1134	RESERVE-MARDEAN PARK	.55	905.42
180-000-1110	CASH-COLUMBARIAN MAINT	62.79	4,574.67
181-000-1110	CASH-TRAIL MAINTENANCE	7.60	12,454.70
182-000-1110	CASH-DANIELSON/OTHERTRU	1,564.27-	248,437.29
183-000-1110	CASH-LIB BLDG TRUST	.12	196.22
184-000-1110	CASH-TREES FOREVER	2.79	4,576.60
185-000-1110	CASH-4TH OF JULY	4.26	6,977.18
186-000-1110	CASH-COMM BAND	100.95	1,561.83
200-000-1110	CASH-DEBT SERVICE	3,559.96	388,251.55-
301-000-1110	CASH-CITY HALL/PUBLIC S	.36	588.81
302-000-1110	CASH-LIBRARY BLDG	59.67	97,781.31
304-000-1110	CASH-SC/FIELDHOUSE	5,265.10-	272,320.23-
307-000-1110	CASH-SIDEWALKIMPROVEMEN	30.61	50,158.28
310-000-1110	CASH-2021STS PROJ 11TH/S14	9,955.05-	387,698.61-
311-000-1110	CASH-2019 CIP WORK	942.68	1,544,786.07
315-000-1110	CASH-CBD DOWNTOWN IMPR	485,904.23-	163,316.32-
321-000-1110	CASH-TRAIL CIP PROJECTS	805.88	390,683.63
322-000-1110	CASH-ARP FUNDS	305.17	500,086.65
323-000-1110	CASH-2017STS, WTR, WWT, STM PROJ		1,690.00-
325-000-1110	CASH-LINC HWY/W 18TH ST INTERS	45,857.86	45,857.86



ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
500-000-1110	CASH-PERPETUAL CARE	540.00	161,821.58
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	54,962.59	2,897,629.57
601-000-1110	CASH-WATER DEPOSITS	1,952.28	84,570.37
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	791.72	1,297,417.33
605-000-1110	CASH-WATER 2012C BOND		199,966.73
607-000-1110	CASH-WTR CAPITAL REVOLV	11,626.30-	372,943.46
608-000-1110	CASH-JORDAN WELL PROJ	24,555.60-	47,357.45-
610-000-1110	CASH-WASTEWATER O&M	54,540.49	3,052,220.24
611-000-1110	CASH-SEWER REVOLVING		187,281.01-
615-000-1110	CASH-SEWER CONSTRUCTION	14,383.71	2,785,745.43
616-000-1110	CASH-WWT CIP	5,888.40-	414,373.64-
617-000-1110	CASH-WWT CAPITAL	207.16	339,482.86
618-000-1110	CASH-SRF SPONSORED PROJECT	28,417.38-	227,056.62-
670-000-1110	CASH-GARBAGE UTILITY	5,636.11	5,991.24
740-000-1110	CASH-STORM WATER UTILIT	11,144.71	893,063.00
810-000-1139	RESERVE-PARK & RECREATI	1,377.90-	102,587.74
810-000-1140	RESERVE-LIBRARY	3,550.47-	46,100.12
810-000-1141	RESERVE-CEMETERY	519.48-	44,673.93
810-000-1142	RESERVE-FINANCE	198.90	325,940.09
810-000-1143	RESERVE-FIRE	29,789.75-	331,224.14
810-000-1144	RESERVE-POLICE	130.81	214,369.00
810-000-1146	RESERVE-PLANNING & ZONI	21.32	34,931.84
810-000-1147	RESERVE-GATES HALL	21.40	35,063.87
810-000-1148	RESERVE-TECHNOLOGY	1,724.70-	976.16
312-000-1110	CASH-FLEXIBLE BENEFITS	1,998.28-	27,969.61
330-000-1110	CASH-SICK & VACATION	189.33	310,262.64
		-----	-----
	CASH TOTAL	487,783.51-	31,188,672.56
001-000-1120	PETTY CASH - LIBRARY		75.00
001-000-1123	PETTY CASH - POOL		1,000.00
000-000-1120	PETTY CASH - CITY HALL		600.00
		-----	-----
	PETTY CASH TOTAL	.00	1,675.00
082-000-1168	COUNTY FOUNDATION INVES		90,231.32
		-----	-----
	SAVINGS TOTAL	.00	90,231.32
		=====	=====
	TOTAL CASH	487,783.51-	31,280,578.88
		=====	=====

CITY OF NEVADA  
BUDGET REPORT  
CALENDAR 6/2022, FISCAL 12/2022Page 1  
OPER: KW

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	100.0% PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,323,187.00	102,007.41	1,163,800.36	87.95	159,386.64
	POLICE-OFFICE TOTAL	130,556.00	9,039.77	118,082.66	90.45	12,473.34
	EMERGENCY MANAGEMENT TOTAL	900.00	55.02	934.14	103.79	34.14-
	FLOOD CONTROL TOTAL	27,600.00	2,768.00	22,269.81	80.69	5,330.19
	FIRE TOTAL	525,723.00	51,051.26	342,580.21	65.16	183,142.79
	AMBULANCE TOTAL	64,574.00	6,109.80	63,904.67	98.96	669.33
	BUILDING INSPECTIONS TOTAL	52,000.00	3,816.38	51,343.15	98.74	656.85
	ANIMAL CONTROL TOTAL	5,100.00	25.00	8,915.45	174.81	3,815.45-
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	176.90	1,005.70	67.05	494.30
	PUBLIC SAFETY TOTAL	2,131,140.00	175,049.54	1,772,836.15	83.19	358,303.85
	ROADS, BRIDGES, SIDEWALKS TOTA	782,397.00	39,125.43	662,595.84	84.69	119,801.16
	STREET LIGHTING TOTAL	142,000.00	9,765.39	111,099.94	78.24	30,900.06
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	.00	.00	500.00
	PAVEMENT MARKINGS TOTAL	10,000.00	2,597.37	6,778.54	67.79	3,221.46
	SNOW REMOVAL TOTAL	82,275.00	.00	40,308.72	48.99	41,966.28
	RECYCLING TOTAL	.00	1,800.00	1,800.00	.00	1,800.00-
	TREES & WEEDS TOTAL	50,000.00	1,250.00	8,485.00	16.97	41,515.00
	PUBLIC WORKS TOTAL	1,067,172.00	54,538.19	831,068.04	77.88	236,103.96
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	30.00-	.00	.00	13,000.00
	ACCESS TOTAL	1,058.00	.00	1,058.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	6,592.00	.00	6,592.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	1,580.00	.00	1,580.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	21,740.00	.00	21,740.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	1,216.00	.00	.00	.00	1,216.00
	RETIRED SEN VOLUNTEER PGM TOTA	1,335.00	.00	1,335.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,670.00	.00	1,670.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,715.00	.00	1,715.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,286.00	.00	2,286.00	100.00	.00
	STORY CO LEGAL AID TOTAL	3,471.00	.00	3,471.00	100.00	.00
	SALVATION ARMY TOTAL	3,240.00	.00	3,240.00	100.00	.00
	TOTAL	2,420.00	.00	2,420.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,995.00	.00	3,995.00	100.00	.00
	HEALTH & SOCIAL SERVICES TOTA	65,318.00	30.00-	51,102.00	78.24	14,216.00
	LIBRARY TOTAL	459,899.00	36,933.28	426,591.67	92.76	33,307.33
	LIBRARY-DONATED TOTAL	32,500.00	3,548.72	14,748.64	45.38	17,751.36
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	600.65	20,855.37	97.00	644.63
	MUSEUM/BAND/THEATRE TOTAL	1,699.00	.00	1,295.60	76.26	403.40
	PARKS TOTAL	119,436.00	8,300.41	119,844.23	100.34	408.23-
	PARK MAINTENANCE TOTAL	429,560.00	47,403.52	320,246.99	74.55	109,313.01
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	7,508.22	18,490.66	92.45	1,509.34
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	4,088.68	27.26	10,911.32
	FOUR-PLEX COMPLEX TOTAL	49,742.00	11,605.22	33,792.73	67.94	15,949.27

CITY OF NEVADA  
BUDGET REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 6/2022, FISCAL 12/2022	PCT OF FISCAL YTD 100.0%		
		TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED UNEXPENDED
	POOL TOTAL	297,985.00	42,800.44	246,996.92	82.89 50,988.08
	RECREATION TOTAL	69,636.00	6,915.57	72,311.88	103.84 2,675.88-
	ADULT SOFTBALL TOTAL	1,054.00	.00	949.14	90.05 104.86
	COMMUNITY HEALTH/WEELNESS TOTA	1,200.00	.00	1,121.86	93.49 78.14
	SENIOR ACTIVITY TOTAL	6,000.00	.00	5,213.44	86.89 786.56
	OPEN RECREATION TOTAL	1,000.00	.00	.00	.00 1,000.00
	CEMETERY TOTAL	165,416.00	9,300.18	153,093.51	92.55 12,322.49
	COMMUNITY CTR/ZOO/MARINA TOTA	189,972.00	7,619.19	119,185.99	62.74 70,786.01
	SENIOR COMMUNITY CENTER TOTAL	6,799.00	427.57	5,700.74	83.85 1,098.26
	FIELDHOUSE TOTAL	25,000.00	.00	.00	.00 25,000.00
	BASEBALL SOFTBALL TOTAL	43,183.00	1,569.71	33,144.94	76.75 10,038.06
	YOUTH BASKETBALL TOTAL	16,390.00	.00	15,781.23	96.29 608.77
	VOLLEYBALL TOTAL	2,107.00	.00	1,591.28	75.52 515.72
	FLAG FOOTBALL TOTAL	6,095.00	.00	5,702.78	93.56 392.22
	HALLOWEEN TOTAL	250.00	.00	.00	.00 250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	.00	1,560.59	59.68 1,054.41
	CIRL TOTAL	2,000.00	.00	1,291.42	64.57 708.58
	SOFTBALL TOURNAMENT TOTAL	28,769.00	.00	15,491.67	53.85 13,277.33
	HISTORICAL SOCIETY TOTAL	.00	.00	5,000.00	.00 5,000.00-
	HISTORIC PRESERVATION TOTAL	6,000.00	673.47	873.47	14.56 5,126.53
	OTHER CULTURE/RECREATION TOTA	1,983.00	.00	1,983.00	100.00 .00
	CULTURE & RECREATION TOTAL	2,022,790.00	185,206.15	1,646,948.43	81.42 375,841.57
	ECONOMIC DEVELOPMENT TOTAL	507,508.00	.00	383,384.32	75.54 124,123.68
	MAIN STREET NEVADA TOTAL	25,000.00	.00	25,000.00	100.00 .00
	HOUSING & URBAN RENEWAL TOTAL	60,000.00	.00	3,666.43	6.11 56,333.57
	PLANNING & ZONING TOTAL	201,820.00	11,248.84	180,132.58	89.25 21,687.42
	CHRISTMAS LIGHTS TOTAL	800.00	.00	1,682.87	210.36 882.87-
	4TH OF JULY TOTAL	10,000.00	.00	.00	.00 10,000.00
	LINCOLN HWY DAYS TOTAL	5,000.00	.00	5,000.00	100.00 .00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00 500.00
	OTHER COMM & ECO DEV TOTAL	25,700.00	425.25	12,792.25	49.78 12,907.75
	COMMUNITY & ECONOMIC DEV TOTA	836,328.00	11,674.09	611,658.45	73.14 224,669.55
	MAYOR/COUNCIL/CITY MGR TOTAL	13,720.00	538.26	11,576.25	84.38 2,143.75
	COUNCIL TOTAL	9,687.00	.00	948.28	9.79 8,738.72
	CITY ADMINISTRATOR TOTAL	54,900.00	3,842.98	35,169.41	64.06 19,730.59
	CLERK/TREASURER/ADM TOTAL	504,496.00	26,005.37	323,485.52	64.12 181,010.48
	ELECTIONS TOTAL	3,000.00	.00	3,017.47	100.58 17.47-
	LEGAL SERVICES/ATTORNEY TOTAL	108,800.00	8,670.00	130,792.50	120.21 21,992.50-
	CITY HALL/GENERAL BLDGS TOTAL	120,931.00	8,761.84	101,474.17	83.91 19,456.83
	TORT LIABILITY TOTAL	55,660.00	.00	54,894.00	98.62 766.00
	OTHER GENERAL GOVERNMENT TOTA	13,000.00	319.68	13,837.41	106.44 837.41-
	GENERAL GOVERNMENT TOTAL	884,194.00	48,138.13	675,195.01	76.36 208,998.99

CITY OF NEVADA  
BUDGET REPORT  
CALENDAR 6/2022, FISCAL 12/2022

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	100.0% PERCENT EXPENDED	UNEXPENDED
	CITYHALL/LIBRARY DEBT TOTAL	94,913.00	.00	94,862.50	99.95	50.50
	CBD PROJECT 8.9M TOTAL	178,600.00	.00	178,550.00	99.97	50.00
	2013 GO BOND TOTAL	.00	.00	669,250.00	.00	669,250.00-
	2019B CIP WORK TOTAL	569,600.00	.00	569,550.00	99.99	50.00
	DDCE WTR/WWT/STS DEBT TOTAL	669,300.00	.00	.00	.00	669,300.00
	DEBT SERVICE TOTAL	1,512,413.00	.00	1,512,212.50	99.99	200.50
	ROADS, BRIDGES, SIDEWALKS TOTA	3,600,000.00	495,859.28	3,718,585.98	103.29	118,585.98-
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	5,000.00	.00	.00	.00	5,000.00
	FIELDHOUSE TOTAL	8,500,000.00	5,265.10	226,103.40	2.66	8,273,896.60
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	.00	.00	2,000.00
	CAPITAL PROJECTS TOTAL	12,132,000.00	501,124.38	3,944,689.38	32.51	8,187,310.62
	WTR 2012C BOND TOTAL	462,200.00	.00	462,150.00	99.99	50.00
	WWT DEBT TOTAL	300,000.00	.00	187,281.01	62.43	112,718.99
	WATER TOTAL	45,734.00	11,853.88	45,175.92	98.78	558.08
	WATER-PLANT/PUMPS TOTAL	1,024,503.00	74,116.27	731,120.19	71.36	293,382.81
	WATER-LINES-INST & O&M TOTAL	99,077.00	4,317.97	48,557.80	49.01	50,519.20
	WATER ACCOUNTING TOTAL	342,473.00	27,486.70	340,459.77	99.41	2,013.23
	WASTEWATER PLANT TOTAL	722,094.00	49,293.82	637,064.82	88.22	85,029.18
	WASTSEWATER COLLECTION TOTAL	22,404,078.00	1,310,980.74	12,476,460.76	55.69	9,927,617.24
	WASTEWATER ACCOUNTING TOTAL	226,206.00	16,889.24	220,441.87	97.45	5,764.13
	LANDFILL/CARBAGE TOTAL	80,700.00	55.56	72,049.87	89.28	8,650.13
	STORM WATER TOTAL	35,900.00	2,977.37	24,462.24	68.14	11,437.76
	ENTERPRISE FUNDS TOTAL	25,742,965.00	1,497,971.55	15,245,224.25	59.22	10,497,740.75
	TRANSFERS IN/OUT TOTAL	8,027,506.00	.00	1,841,150.00	22.94	6,186,356.00
	TRANSFER OUT TOTAL	8,027,506.00	.00	1,841,150.00	22.94	6,186,356.00
	TOTAL EXPENSES	54,421,826.00	2,473,672.03	28,132,084.21	51.69	26,289,741.79

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 6/2022, FISCAL BUDGET ESTIMATE	12/2022 MTD BALANCE	PCT OF FISCAL YTD BALANCE	100.0% PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,090,633.00	118,664.79	4,215,807.74	103.06	125,174.74-
	HOTEL MOTEL TOTAL	11,100.00	14.93	12,711.15	114.51	1,611.15-
	ROAD USE TAX TOTAL	955,424.00	121,435.31	954,101.67	99.86	1,322.33
	EMPLOYEE BENEFITS TOTAL	668,498.00	2,810.73	670,439.40	100.29	1,941.40-
	RUT CAPITAL TOTAL	200,500.00	143.49	200,546.60	100.02	46.60-
	EMERGENCY FUND TOTAL	74,619.00	301.02	75,873.95	101.68	1,254.95-
	LOCAL OPTION SALES TAX TOTAL	952,000.00	101,267.15	1,301,090.72	136.67	349,090.72-
	TAX INCREMENT FINANCING TOTAL	1,220,485.00	12,963.99	1,192,792.50	97.73	27,692.50
	LMI-SUBFUND TOTAL	67,487.00	.00	.00	.00	67,487.00
	RESTRICTED GIFTS TOTAL	30.00	1.78	5.50	18.33	24.50
	CEMETARY CIP/LAND TOTAL	100.00	16.20	49.92	49.92	50.08
	LIBRARY TRUST TOTAL	8,750.00	25.74	16,615.21	189.89	7,865.21-
	FIRE TRUST TOTAL	300.00	10.68	32.92	10.97	267.08
	SCORE-UNDESIGNATED TOTAL	100.00	3.48	10.73	10.73	89.27
	SCORE O&M TOTAL	5.00	.16	.50	10.00	4.50
	NORTH STORY BASEBALL TOTAL	21,500.00	2,010.63	21,201.06	98.61	298.94
	SENIOR CENTER TRUST TOTAL	150.00	5.98	875.75	583.83	725.75-

CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 6/2022, FISCAL 12/2022

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	100.0% UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	11.64	35.88	15.95	189.12
	ASSET FORFEITURE TOTAL	100.00	7.46	23.00	23.00	77.00
	PARK OPEN SPACE TOTAL	23,950.00	1,179.71	34,698.31	144.88	10,748.31-
	COLUMBARIAN MAINTENANCE TOTAL	220.00	62.79	708.39	322.00	488.39-
	TRAIL MAINTENANCE TOTAL	10,200.00	7.60	10,024.85	98.28	175.15
	DANIELSON TRUST TOTAL	500.00	151.60	4,001.04	800.21	3,501.04-
	LIB BLDG TRUST TOTAL	200.00	.12	.37	.19	199.63
	TREES FOREVER TOTAL	50.00	2.79	8.62	17.24	41.38
	4TH OF JULY TRUST TOTAL	2,020.00	4.26	2,862.85	141.73	842.85-
	COMMUNITY BAND TOTAL	1,000.00	100.95	902.31	90.23	97.69
	DEBT SERVICE TOTAL	1,538,991.00	3,559.96	861,053.90	55.95	677,937.10
	CH CAMPUS PROJ TOTAL	.00	.36	1.11	.00	1.11-
	LIBRARY ADDITION TOTAL	100,747.00	59.67	95,074.28	94.37	5,672.72
	SC/FIELDHOUSE TOTAL	8,500,000.00	.00	10,636.10	.13	8,489,363.90
	SIDEWALK IMPROVEMENTS TOTAL	35,000.00	30.61	681.02	1.95	34,318.98
	2019 CIP WORK TOTAL	.00	942.68	2,905.99	.00	2,905.99-
	CBD DOWNTOWN IMPR TOTAL	35,000.00	.00	25,954.22	74.15	9,045.78

CITY OF NEVADA  
REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 6/2022, FISCAL 12/2022 BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD 100.0% YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	TRAIL CIP RESERVE PROJTS TOTA	67,749.00	805.88	74,585.67	110.09	6,836.67-
	ARP FUNDS TOTAL	.00	305.17	500,086.65	.00	500,086.65-
	LINC HWY-W 18TH ST INTSCT TOTA	.00	45,857.86	45,857.86	.00	45,857.86-
	PERPETUAL CARE TOTAL	3,800.00	540.00	5,100.00	134.21	1,300.00-
	WATER TOTAL	2,332,927.00	134,930.21	2,329,898.61	99.87	3,028.39
	WATER DEPOSITS TOTAL	25,000.00	3,350.00	23,431.13	93.72	1,568.87
	WATER PLANT UPGRADE RSRV TOTA	201,000.00	791.72	202,426.23	100.71	1,426.23-
	WATER 2012C/2020B BOND TOTAL	462,200.00	.00	462,150.00	99.99	50.00
	WATER CAPITAL REVOLVING TOTAL	126,000.00	227.58	125,720.51	99.78	279.49
	SEWER TOTAL	1,623,073.00	124,889.09	2,149,553.66	132.44	526,480.66-
	SEWER CONSTRUCTION TOTAL	326,000.00	14,383.71	356,497.76	109.36	30,497.76-
	SEWER CAP IMP PROJECT TOTAL	25,000,000.00	1,272,509.42	11,939,210.69	47.76	13,060,789.31
	SEWER EQUIP REVOLVING TOTAL	61,500.00	207.16	60,635.52	98.59	864.48
	LANDFILL/GARBAGE TOTAL	68,650.00	5,691.67	74,339.20	108.29	5,689.20-
	STORM WATER TOTAL	172,900.00	14,122.08	177,585.32	102.71	4,685.32-
	REVOLVING FUND TOTAL	450,500.00	3,740.27	496,764.59	110.27	46,264.59-
	FLEX BENEFIT REVOLVING TOTAL	.00	2,516.82	45,701.06	.00	45,701.06-



CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 6/2022, FISCAL 12/2022

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT RECVD	100.0% UNCOLLECTED
OTHER INTERNAL SERV FUND TOTA		2,000.00	189.33	583.65	29.18	1,416.35
TOTAL REVENUE BY FUND		49,443,183.00	1,990,856.23	28,781,855.67	58.21	20,661,327.33

**RESOLUTION NO. 009 (2022/2023)**  
**A RESOLUTION ACCEPTING PLAT OF SURVEY FOR**  
**STORY COUNTY HOSPITAL,**  
**NEVADA, STORY COUNTY, IOWA**

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, a Plat of Survey from the Story County Hospital, within the Jurisdiction of the City of Nevada, Iowa; and

WHEREAS, the Plat of Survey has been submitted to the Planning and Zoning Administrator of the City of Nevada, Iowa, and he recommends approval of the Story County Hospital Plat of Survey, known as Story County Hospital SD Outlot A Nevada; and

WHEREAS, the developer has asked to adjust lot lines within the existing plat of Outlot A Story County Hospital for funding purposes only and it has been determined that an Administrative Subdivision is not required as previously stated in Resolution No. 097 (2021/2022); and

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 of Survey be accepted and approved; and

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

1. That the Plat of Survey of Story County Hospital, SD Outlot A, 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 25<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Brett Barker, Mayor

Attest:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 009 (2022/2023) be adopted.

AYES:            —  
NAYS:            —  
ABSENT:         —

The Mayor declared Resolution No. 009 (2022/2023) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 009 (2022/2023) at the regular Council Meeting of the City of Nevada, Iowa, held on the 25<sup>th</sup> day of July, 2022.

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Kerin Wright, City Clerk

\\W:\OFFICE\COUNCIL\RESOLUTIONS\2022-2023\009-REV ADM SUBD, TO PLAT OF SURVEY, STORY CO HOSP.DOC

**PARCEL C OF OUTLOT A**  
**STORY COUNTY HOSPITAL SUBDIVISION**  
**PLAT OF SURVEY**

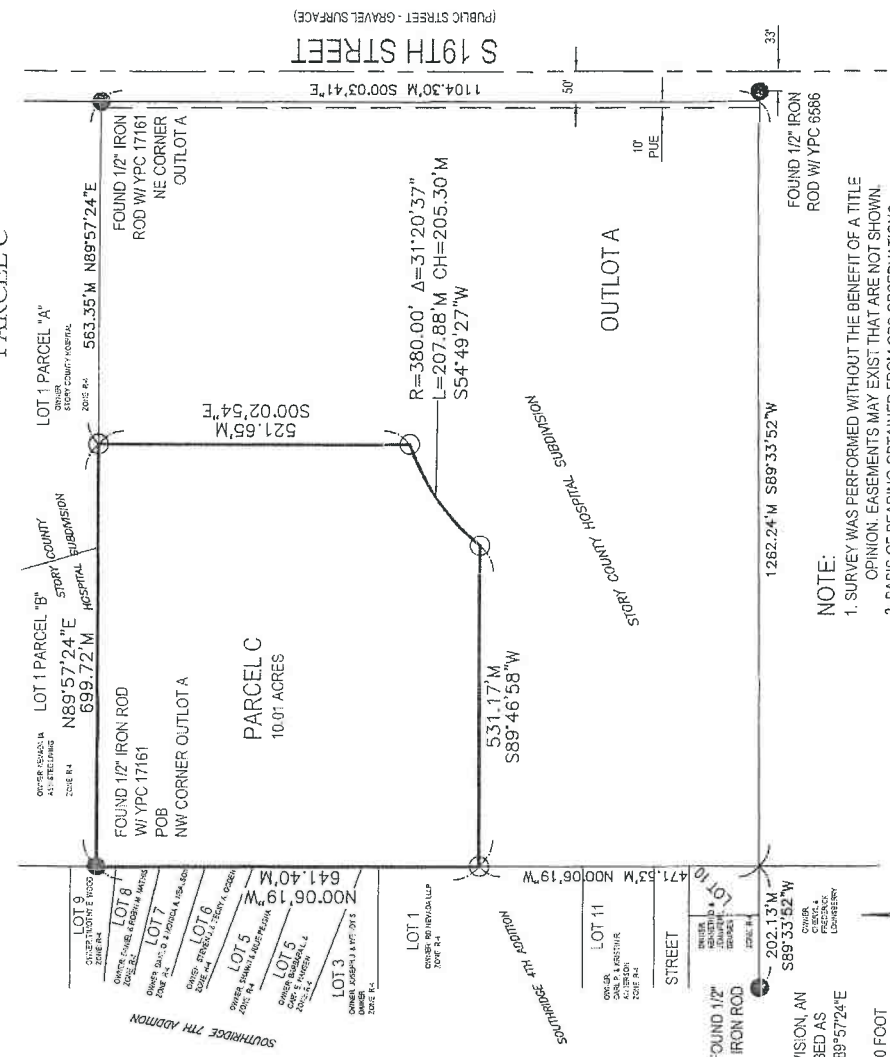
REFERENCE NUMBER:  
200571

DRAWN BY:  
LDH

PROJECT NUMBER:  
220056

SHEET NUMBER:  
1 OF 1

**PLAT OF SURVEY**  
**PARCEL C**



**NOTE:**  
 1. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE  
 OPINION. EASEMENTS MAY EXIST THAT ARE NOT SHOWN.  
 2. BASIS OF BEARING OBTAINED FROM GPS OBSERVATIONS,  
 DATUM = NAD 83, IOWA NORTH



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.  
 SIGNED: *Larry D. Hyler* DATE: 7-12-2022  
 LICENSE RENEWAL DATE: DEC 31, 2022  
 PAGES OR SHEETS COVERED BY THIS SEAL: 1 OF 1

**INDEX LEGEND**  
 Location: Outlot A, Story County Hospital Subdivision  
 Owner: Story County Hospital  
 Requestor: Story County Hospital Matt Riese 515-382-7724  
 Surveyor: Larry D. Hyler, PLS  
 Company: Bishop Engineering, 3501 104th St.  
 Urbandale, IA 50322 (PH) 515-278-0467

**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)



**STORY COUNTY**  
**RECORDER AND REGISTRAR OF VITAL RECORDS**  
**STACIE HERRIDGE, RECORDER**  
JAMES CHEEK, DEPUTY RECORDER  
PHONE 515.382.7230  
FAX 515.382.7239

STORY COUNTY ADMINISTRATION BUILDING  
900 6TH STREET - PO BOX 55  
NEVADA, IOWA 50201-0055

Date: 07/13/22

Proprietor(s): Story Co Hospital - Parcel C - Hospital Subd

County Departments: Please review the attached Plat of Survey and return to Stacie or Jim with your comments within two days of receipt. This form will be copied and forwarded to the surveyor.

Surveyors: If Plat of Survey is combining tax parcels, the ownership must be identical. Please verify ownership.

RECORDER

ok - jc

ASSESSOR

AUDITOR

Having reviewed the Story County Hospital Plat of survey for Parcel C the Story County Auditor's Office has no comments on the plat itself but it was filed for recording without county review and

CITY

Unincorporated

CITY COMMENTS

n/a

ENVIRONMENTAL HEALTH

n/a

PLANNING & DEVELOPMENT

n/a

**RESOLUTION NO. 010 (2022/2023)**  
**A RESOLUTION APPROVING YEAR END TRANSFERS FOR FY2021/2022**

WHEREAS, the following transfers are necessary to complete the end of the year for Fiscal Year 2021/2022:

FROM	TO	AMOUNT
LHW/W 18 <sup>th</sup> St (Final Reimb) 325-910-6910	2017 Sts, Wtr, WWt Proj 323-910-4830	\$1,690.00
LHW/W 18 <sup>th</sup> St 325-910-6910	CBD Downtown Proj 315-910-4830	\$44,167.86
TIF Fund (2013 Bond) 125-910-6911	Debt Service, DuPont Project 200-910-4831	\$426,412.50
TIF Fund (2013 Bond) 125-910-6911	Debt Service, Airport Rd/Van Wall Pro 200-910-4831	\$157,883.00
TIF Fund 125-910-6911	TIF Reserve Fund (LMI/Friedrich) 126-910-4831	\$65,302.68
LIBRARY CIP Levy (2012B Bond) 302-910-6910	Debt Service, Library portion 200-910-4830	\$94,913.00
T&A-Employee Benefits 112-910-6910	General Fund 001-910-4830	\$570,507.80
T&A-Employee Benefits 112-910-6910	Road Use Tax Fund 110-910-4830	\$118,340.24
Emergency Fund 119-910-6910	General Fund 001-910-4830	\$75,873.95
TIF Fund 125-910-6911	General Fund, Verbio Internal Loan 001-910-4831	\$73,574.00
WWT O&M 610-910-6910	WWT SRF Loan 611-910-4830	\$187,201.01
LOT, Sidewalk 121-910-6910	Sidewalk Improvements 307-910-4830	\$25,000.00
General, Fieldhouse Project 001-910-6910	Fieldhouse Project 302-910-4830	\$4,500,000.00

WHEREAS, Transfers are needed to Close Out Project Funds for FY2021/2022; for LHW/W 18<sup>th</sup> St Project Project; and

WHEREAS, Transfers are needed from TIF Fund and the CIP Levy to the Debt Service Fund for the FY2022 General Obligation Bond/Interest Payments due; and

WHEREAS, Transfer is required from the TIF Fund for the LMI match from the Friedrich Development and;

WHEREAS, The Total Expenditures for City Share of FICA, Medicare, IPERS, Cafeteria, Health Insurance, Flex Administrative Fees, Life Insurance and Workers Compensation for the General and Road Use Tax employees were \$688,848.04 and the Emergency Fund Balance was \$75,873.95.

WHEREAS, Transfers are needed from the Wastewater O&M Fund to make the FY21 Sewer Revenue Note (SRF Loan) payments due; and

WHEREAS, Local Option Sales Tax dollars were budgeted for Sidewalk Projects; and

WHEREAS, General Fund Reserves were budgeted for Fieldhouse Project;

NOW, THEREFORE, BE IT RESOLVED, that the Nevada City Council authorizes the transfers on June 30, 2022 (for fiscal year 2021/2022) and that this resolution is made a part of the official record providing documentation and an audit trail of the transfers.

Passed and approved this 25<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 010 (2022/2023) be adopted.

AYES:            —  
NAYS:           —  
ABSENT:         —

The Mayor declared Resolution No. 010 (2022/2023) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 010 (2022/2023) at the regular Council Meeting of the City of Nevada, Iowa, held on the 25<sup>th</sup> day of July, 2022.

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

W:\Office\Council\Resolutions\2022-2023\010-Budget Transfer - FY2021-2022 Year End.doc



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

**THIS AGREEMENT**, made this 25th day of July, 2022 by and between the **City of Nevada**, the CITY, and **HR GREEN, INC.** (hereafter "HRG"), for professional services concerning:  
Nevada, IA – S-14 Water Main Relocations Project

HRG Project Number 220758

The CITY agrees to employ HRG to perform the following services:  
Design services for the proposed water main relocations associated with the S-14 Bridge over US 30 Project.

In consideration for these services, the CITY AGREES to pay HRG on the following basis:

- ☐ Lump sum in the amount of \_\_\_\_\_
- ☒ Per current Rate Schedule with a Not to exceed fee of \$10,000.00 for design of the S-14 Water  
Main Relocations Project
- ☐ Other as stated here: \_\_\_\_\_

The Schedule of Fees and Conditions are as approved in the Master Agreement for Municipal Engineering Services dated April 21, 2021.

CITY OF NEVADA, IOWA

HR GREEN, INC.

By: Brett Barker  
Its Mayor  
Date \_\_\_\_\_

By: Jim Halverson  
Its Vice President  
Date \_\_\_\_\_



**HR GREEN, INC.  
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1  
2022 STREET IMPROVEMENTS  
NEVADA, IOWA**

THIS AMENDMENT, made this 25th day of July, 2022 by and between, City of Nevada, IA, the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Design of 2022 Street Improvements, Nevada, IA, HR Green Project Number 201191 (Originally designated as 2021 Street Improvements)

hereby amends the original Professional Services Agreement dated January 11, 2021 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement as follows:

- Design a sanitary sewer extension on S-14 (West 3<sup>rd</sup> Street) from N Avenue to north of the UPRR underpass

COMPANY Project Number: 201191

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- ☐ Lump Sum to be
- ☒ Per current rate schedule with a maximum fee to be \$4,000.00
- ☐ Per current rate schedule with an estimated fee to be
- ☐ Other as stated here to

The total authorized compensation after this Amendment is One Hundred Fifteen Thousand Dollars (\$144,000.00).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.



HRGreen

THIS AMENDMENT executed the day and year written above.

CITY OF NEVADA, IOWA

HR GREEN

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By: Brett Barker, Mayor

---

By Jim Halverson, Vice President  
Governmental Services

## Kerin Wright

---

**From:** Stevens, Larry <lstevens@hrgreen.com>  
**Sent:** Wednesday, July 20, 2022 10:50 AM  
**To:** Kerin Wright; Jordan Cook  
**Subject:** Design Agreement - S-14 Water Main Relocations  
**Attachments:** Agt-072522-Nevada S-14 Water Main Relocations 220758.pdf

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

Kerin and Jordan,

Attached is the contract for the design of the water main relocations associated with the S-14 Bridge Project. Preliminary plans have already been developed and submitted to the Iowa DOT. We do have some additional changes that are required from our review by HR Green water folks, but that should be minimal effort.

The current OPC for this project is about \$125,000.

Larry J. Stevens, PE, PWLF  
Municipal Services Manager – Governmental Services  
HR Green® | Building Communities. Improving Lives.



5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448  
Main 515.278.2913 | Fax 515.278.1846 | Direct 515.657.5273 | Cell 641.660.0369  
[HRGREEN.COM](http://HRGREEN.COM)

The contents of this transmission and any attachments are confidential and intended for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited.

**RESOLUTION NO. 011 (2022/2023)**

**A RESOLUTION APPROVING GRANT AGREEMENT  
WITH CITY OF NEVADA, IA AND STORY COUNTY HOUSING TRUST**

**WHEREAS** the City of Nevada, IA ("City") desires to enter into a Housing Assistance Grant Agreement with the Story County Housing Trust ("SCHT"); and

**WHEREAS** the SCHT Board of Directors awarded Special Projects Grant Funding in the amount of \$14,426.48 for the City to use for Rental Conversion Projects; and

**WHEREAS** the City agrees to apply all grant proceeds to the approved program tasks as described in the grant application. Funds from this grant are to be used for the construction of approximately 24 units as in the application; and

**WHEREAS** the SCHT and the City are willing to jointly participate in said project in the manner provided in the grant agreement attached;

**WHEREAS** the City has provided a resolution declaring intent to provide support for the project; and

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

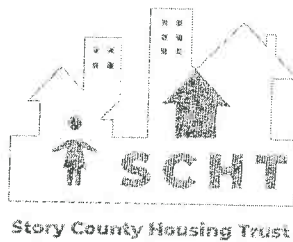
1. Story County Housing Trust Grant Agreement for approximately twenty four (24) units at or below 80% Area Median Income (AMI) as published by HUD, is approved.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City and the City Clerk is authorized to take any other action necessary to effectuate this Agreement.

**Passed and Approved** this 25<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

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



April 14, 2022

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

RE: FY 2022 SCHT Grant Award

Dear Jordan;

The Story County Housing Trust Board of Directors voted on March 15, 2022 to award Special Projects Grant Funding. We would like to inform you that the Board approved \$14,426.48 for the City of Nevada to use for your Rental Conversion Project. The funding is broken down as follows:

- \$14,426.48 for general construction related expenses

Funds are approved for approximately 24 households with incomes at or below 80% Area Median Income (AMI).

Funds will be dispersed on a reimbursement basis and necessary documentation/invoiced will need to be provided before the disbursement of funds. Once the project is complete and is providing housing, the initial IFA approved income verification process will need to be completed for all households receiving a benefit from the SCHT.

It is our understanding that because the City is utilizing LMI Set-Aside funding that has provisions that will keep these units going towards LMI populations for at least five years. Therefore, this funding is being provided as a grant with no deed restrictions or other encumbrances beyond the initial income verification process. If this is not the case please let me know as soon as possible.

We are extremely proud of our collaboration on this vital program to serve moderate to very low-income households in Story County. If you have any questions, please contact me, at your earliest convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Andrew Collings', is written over a horizontal line. The signature is fluid and cursive.

STORY COUNTY HOUSING TRUST  
Andrew Collings  
SCHT Staff

**Story County Housing Trust  
GRANT AGREEMENT**

An Agreement between the **City of Nevada** as grantee and the **Story County Housing Trust (SCHT)** as grantor.

**WITNESSETH**

WHEREAS, the City of Nevada is qualified to receive a Housing Assistance grant from the SCHT and has the necessary ability to manage and apply such funds to eligible costs for the affordable housing program operated by the Grantee.

AND, WHEREAS, the City of Nevada will comply with the policies, procedures and rules of the SCHT.

NOW, THEREFORE, in mutual consideration of the respective promises and benefits contained herein, the parties agree as follows:

Agreement Effective Date: **04/14/2022**

Agreement Expiration Date: **04/14/2023**

**Section 1. Scope of Grant Agreement.**

This Agreement is for funds in the amount of **\$14,426.48** approved by the SCHT Board of Directors on March 15, 2022, for approximately **twenty four (24)** units at or below 80% Area Median Income (AMI) as published by HUD.

**Section 2. Project Description.**

The Grantee agrees to apply all grant proceeds to the approved program tasks as described in the grant Application. A description of the specific program along with allowable costs appears in the SCHT program Application, which is attached to this Agreement and is incorporated herein by reference as fully set forth. Funds from this grant are to be used for the construction of approximately **24 units** as described above and in the Application.

**Section 3. Grantee Request for Payments.**

Disbursement of grant proceeds shall be subject to receipt by SCHT of a Payment Request Form. Form attached as Exhibit B. Invoices corresponding to, supporting, and documenting the request must be included with the Payment Request Form. Disbursements of grant proceeds shall be made on a reimbursable basis, after costs have been incurred by the Grantee. Payments will be made within thirty (30) days of the receipt of the Payment Request.

**Section 4. Withholding of Grant Funds.**

The SCHT reserves the right to withhold disbursement of grant funds until the conditions of the grant agreement have been fulfilled and the SCHT has received any or all of the following:

- a. Grantee's progress and performance;
- b. Required permits, licenses or approval actions by governmental agencies;
- c. Invoices, statements or equivalent documents;



## **Section 5. Reimbursement of Recovered Payments**

In the event the City of Nevada recovers payment of costs made on any project for which it receives grant proceeds from the SCHAT, the City of Nevada will remit a portion of the recovered funds to SCHAT. The recovered funds shall be split by SCHAT and the City of Nevada in the same proportion as each party's funds were used in the project. The provisions of this section (a) shall apply to funds recovered from payments made at any time after the effective date of the Agreement, and (b) shall survive the expiration or earlier termination of the Agreement.

## **Section 6. Allowable Costs.**

The grantee agrees that allowable costs are those specified in Section 1 hereof. Costs other than those shown in the Program Budget shall be allowed only by written approval of the Story County Housing Trust.

## **Section 7. Grantee Reporting Requirements.**

The Grantee agrees to submit reports and documents at such times and in such form as required by the SCHAT in accordance with the following schedule:

- a. **Payment Request Form:** Exhibit B. Copy Attached.

The SCHAT reserves the right to require more frequent submission of reports or to require additional, special reports if the Administrator deems reporting is necessary. All reports should be submitted to:

Story County Housing Trust  
% DMAMPO  
420 Watson Powell Jr. Way, Suite 200  
Des Moines, IA 50309 or  
acollings@dmampo.org

## **Section 8. Grantee Performance Standards.**

The Grantee certifies that it will satisfy all conditions of this Agreement. In the event that the Grantee does not satisfactorily comply as required in this Agreement, then the funds that are awarded through this Agreement may be subject to disallowance. The maximum amount of funds which may be disallowed due to failure to satisfactorily perform shall be equal to the budgeted costs as described in Section 1 hereof for any period following disallowance.

## **Section 9. Grantee Accounts and Records.**

The Grantee shall maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues received under and in connection with this project and this Agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of personnel, materials, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under this Agreement.

All such accounts and records in the possession of the Grantee pertaining to this Agreement shall be retained by the Grantee for a period of three (3) years beginning with the date upon which the final report under this Agreement is approved. All records shall be retained beyond this three (3) year period if audit findings have not been resolved within that period.

## **Section 10. Inspection and Audit of Grantee Records.**

At any time during normal business hours and as frequently as is deemed necessary, the Grantee shall make available to the SCHAT as administrator for their examination, any and all of its records pertaining to all matters covered by this Agreement, and permit these agencies to audit, examine, make excerpts or transcripts from such records, contracts, invoices, payrolls, personnel records (consistent with Chapter 22) and all other matters covered by this Agreement.

The Administrator may require that an independent audit of the Grantee's records be performed, at the Grantee's expense, in order to resolve any questions, claims or discrepancies.

## **Section 11. Amendment of this Agreement.**

SCHAT or the Grantee may, during the duration of this Agreement, deem it necessary to make alterations to the provisions and conditions of this Agreement. Any changes to this Agreement which are approved in writing by the SCHAT and the Grantee shall be incorporated herein. The provisions of such amendment shall be in effect as of the date of such amendment unless otherwise specified within such amendment.

## **Section 12. Suspension or Termination of this Agreement.**

If the Grantee fails to comply with the conditions of this Agreement, the SCHAT may, after reasonable notice to the Grantee, suspend the Agreement and withhold further disbursement of grant proceeds or prohibit the Grantee from incurring additional obligations to be paid from grant funds pending corrective action by Grantee or a decision by SCHAT to terminate this Agreement.

The SCHAT may terminate this Agreement in whole or in part, at any time, whenever it has determined that the Grantee has failed to comply with the conditions of this Agreement. The Administrator shall notify the Grantee of said determination and the reasons thereof, together with the effective date of the termination. Further, any costs previously paid from grant proceeds, which are subsequently determined to be unallowable through audit or other procedures, shall be returned to the SCHAT within thirty (30) days of such determination and subsequent notice.

Either party may terminate this Agreement in whole or in part when they agree that the continuation of the grant project would fail to produce beneficial results commensurate with the expenditure of funds.

## **Section 13. Agreement Coverage.**

This Agreement, the Grantee's Program Application, the NOFA, and any referenced documents contain the entire Agreement between the parties. Any statement inducements or promises not contained herein shall not be binding upon the parties. The Grantee shall not assign this Agreement without prior written authorization from the SCHAT.

If any of the provisions herein shall be in conflict with the laws of the State or shall be declared to be invalid by any court of record in the State, such invalidity shall be construed to affect only such portions of the Agreement and the remainder of the Agreement shall remain in effect and shall be construed as if such invalid or conflicting portion of the Agreement were not contained herein.

## **Section 14. Additional Project Requirements.**

Specific project requirement will be enumerated in this section. However, all program requirements and guidelines from applicable documents and program guidance still apply to this project and agreement. Specific project requirements are as follows:

- a. None

**Section 15. Litigation.**

The Grantee agrees to pay the costs and fees of litigation ordered by the court arising from failure of the Grantee to comply with the rules, regulations and conditions of this Agreement or resulting from the negligence of the Grantee. In carrying out the provisions of this agreement or in exercising any power or authority granted to the Grantee hereby, there shall be no liability, personal or otherwise, upon the SCHAT arising out of an act performed by or under the authority of the Grantee.

**Section 16. Designation of Representatives.**

The Board Chair and Administrator of the Story County Housing Trust are the representative authorized to execute or negotiate any changes in or to this Agreement.

The Grantee's representative authorized to execute or negotiate any changes in or to this Agreement is noted below.

**Story County Housing Trust**

Signed: \_\_\_\_\_  
Amber Corrieri, SCHAT Board Chair

**The City of Nevada Representative**

Signed: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PAYMENT REQUEST FORM  
Exhibit B**

**Grantee Name and Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contract Number: 2022-1**

Pursuant to, and in accordance with, the provisions of the Grant Agreement dated as of April 14, 2022 (the "Agreement"), between the SCHAT and the City of Nevada (the "Grantee"), the SCHAT is hereby requested to pay to the Grantee the sum of \$\_\_\_\_\_ to be used for reimbursement (include invoices if applicable) and made payable to:

\_\_\_\_\_ and sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_

Such amount represents payments for: \_\_\_\_\_  
\_\_\_\_\_

**IT IS HEREBY CERTIFIED THAT:**

(a) None of the items for which disbursement is requested has been previously paid under this Agreement;

(b) The obligation with respect to which this disbursement is being requested has been properly incurred in accordance with the Agreement with respect to the Program set forth in the approved SCHAT Grant Application and is a proper charge under the Agreement;

(c) The Grantee has no notice of, and is not otherwise aware of, any mechanics', materialmen's, laborers', suppliers', vendors' or other liens or rights in respect thereof which should, in accordance with the Agreement, be satisfied or discharged before this disbursement is made, other than those for which appropriate lien waivers are attached to this Payment Request Form.

AUTHORIZED GRANTEE  
REPRESENTATIVE:

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

\_\_\_\_\_  
Signature

Send requests to: : Story County Housing Trust  
% DMAMPO  
420 Watson Powell Jr. Way, Suite 200  
Des Moines, IA 50309 or  
acollings@dmampo.org



## APPLICATION FOR HOUSING

### Instructions for Managers:

This Application for Housing is provided to satisfy the requirements contained in the IFA LIHTC/HOME Manual under Chapter 3 –Qualifying Households regarding the application and the IFA Compliance Questionnaire form.

IFA does not require a specific application packet. We recognize that owner/managers are in the best position to design application forms that meet the needs of their properties and the programs that they work with. However, to ensure that compliance issues are covered thoroughly and consistently across our portfolio, we designed a Compliance Questionnaire to supplement the owner/manager's application packet.

Upon further consideration we have made a slight change to our requirement in Chapter 3. We have developed this application for housing that you may use ***in lieu of*** the *IFA Compliance Questionnaire*. If you do not choose to use this application, you must complete a compliance questionnaire for each adult member of the household.

**Please note that this application may not be modified;** If you choose to use your own application, you must use the IFA Compliance Questionnaire for each adult member of the household. This application will be listed under Sample Forms, but contains a forward as to its proper usage.



## APPLICATION FOR HOUSING

Complete one application per adult household member who will occupy the unit at time of move-in.

Property Name:					IFA Project Number:		
Address:							
For Office Use Only:	Application Date		Desired Move-in Date:		Pre-Application?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Date Received:		Time Received:		Received by (agent):	Initial App <input type="checkbox"/> Recert App <input type="checkbox"/>	

Bedroom Size Requested: ☐ 1 ☐ 2 ☐ 3 ☐ 4

Applicant Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_

Current Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone Number \_\_\_\_\_

### HOUSEHOLD COMPOSITION

Provide your name and relation to the Head of the Household. Please also list any minor dependents under the age of 18 for whom you are individually responsible. Head of Household should list minors where two or more household members are jointly responsible.

Member Full Name	Relationship to Head of Household	Date of Birth	Age	Gender	Optional			Current Student Yes or No	Marital Status	Last 4 digits of SSN#
					Race	Ethnicity	Disabled			
1.										
2.										
3.										
4.										

**Relationship to HOH:** H-Head; S-Spouse; A-Adult co-tenant; O-Other family member; C-Child; F-Foster children; L-Live-in caretaker; or N-None of the above

**Gender:** M-Male; F-Female NR-chose not to respond

**Marital Status:** M-Married; S-Single; D-Divorced; SP-Separated; W-Widowed

**Race:** 1-White; 2-Black/African American; 3-American Indian/Alaska Native; 4-Asian; 5-Native Hawaiian/Other Pacific Islander; 6-Other; or 8-Chose not to respond

**Ethnicity:** 1-Hispanic or Latino; 2-Not Hispanic or Latino; 3-Chose not to respond

**Disabled:** 1-Yes; 2-No; NR-chose not to respond -. See Fair Housing Act for definition of handicap (disability)

[http://www.fairhousing.com/index.cfm?method=page.display&pagename=regs\\_fhr\\_100-201](http://www.fairhousing.com/index.cfm?method=page.display&pagename=regs_fhr_100-201)

**QUESTIONS** - Please check **YES** or **NO** to each question. If you respond "Yes" to any question, please provide a brief explanation in the space provided below. You may be required to supply additional documentation to verify your response.

1. Do you expect any additions to the household within the next 12 months? ☐ Yes ☐ No

If Yes, explain: \_\_\_\_\_

2. Is there anyone living with you now who won't be living with you at this property? ☐ Yes ☐ No

If Yes, explain: \_\_\_\_\_

3. Do you have any minor children? ☐ Yes ☐ No

4. Are there any absent household members who normally would live with you? ☐ Yes ☐ No

If Yes, explain: \_\_\_\_\_

5. Do any of the following statements apply to you:

6. I have filed for bankruptcy

☐ Yes ☐ No

7. I have been convicted of a felony

☐ Yes ☐ No

8. I have been convicted for dealing or manufacturing illegal drugs

☐ Yes ☐ No

9. I have been convicted of property damage

☐ Yes ☐ No P. 116





IOWA FINANCE  
AUTHORITY

10. I have been evicted from a rental unit (including an apartment, home, mobile home or trailer)
11. Have you been a student in the past 12 months?
12. Are you currently a student or do you plan to become a student in the next 12 months?
13. Will you or anyone in your household require a live-in care attendant?
14. Will your household be receiving Section 8 rental assistance at the time of move-in?
15. Will your household be eligible or are you applying to receive Section 8 rental assistance in the next 12 months?

☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No

Name of Current Landlord

Phone Number

How long have you resided at your current address? \_\_\_\_\_ Years \_\_\_\_\_ Months Amt. of Rent/Payment: \$ \_\_\_\_\_

**PREVIOUS HOUSING STATUS** (Provide information on 2 previous addresses where you have resided)

Previous Address	City	ST	Zip Code
How long did reside at your this address?	Years	Months	Amt. of Rent/Payment: \$
Name of Previous Landlord	Phone Number		

Previous Address	City	ST	Zip Code
How long did reside at your this address?	Years	Months	Amt. of Rent/Payment: \$
Name of Previous Landlord	Phone Number		

**HOUSEHOLD INCOME INFORMATION** (NOTE: All information will be verified by a third party)

List your current and anticipated income for the 12-month period commencing or anticipated from the date of occupancy. Include all full time, part time or seasonal employment.

DO YOU RECEIVE OR EXPECT TO RECEIVE		YES	NO	MONTHLY AMOUNT
1.	Social Security, SSI or other payments from the Social Security Administration	<input type="checkbox"/>	<input type="checkbox"/>	\$
2.	Employment pensions or retirement benefits, veteran's benefits or annuities	<input type="checkbox"/>	<input type="checkbox"/>	\$
3.	Employment wages or salaries (including overtime, bonuses, tips, commissions and cash)	<input type="checkbox"/>	<input type="checkbox"/>	\$
4.	Self-employment salaries (including overtime, bonuses, tips, commissions and cash)	<input type="checkbox"/>	<input type="checkbox"/>	\$
5.	Unemployment benefits or workman's compensation	<input type="checkbox"/>	<input type="checkbox"/>	\$
6.	Public assistance (General Relief, Aid to Families w/Dependent Children or other such support)	<input type="checkbox"/>	<input type="checkbox"/>	\$
7.	Alimony or child support (either court ordered or paid directly from the payor)?	<input type="checkbox"/>	<input type="checkbox"/>	\$
8.	Regular payments from a severance package from a previous employer	<input type="checkbox"/>	<input type="checkbox"/>	\$
9.	Regular payments from any type of settlement (insurance settlement/award from lawsuit)	<input type="checkbox"/>	<input type="checkbox"/>	\$
10.	Regular payments as a member of the Armed Forces	<input type="checkbox"/>	<input type="checkbox"/>	\$
11.	Regular payments from disability, death benefits or life insurance dividends	<input type="checkbox"/>	<input type="checkbox"/>	\$
12.	Regular gifts or payments from anyone outside of the household (including cash or goods)	<input type="checkbox"/>	<input type="checkbox"/>	\$
13.	Regular payments from lottery winnings or inheritances	<input type="checkbox"/>	<input type="checkbox"/>	\$
14.	Regular payments from rental property (land contracts or other real estate transactions)	<input type="checkbox"/>	<input type="checkbox"/>	\$
15.	Educational grants, scholarships or other student benefits	<input type="checkbox"/>	<input type="checkbox"/>	\$
16.	Any other sources of income not listed	<input type="checkbox"/>	<input type="checkbox"/>	\$
17.	Do you expect any changes to your income in the next twelve months?	<input type="checkbox"/>	<input type="checkbox"/>	
	If Yes, Please explain:			
18.	If you have answered no to questions 1-17, Are you claiming that you have ZERO Income	<input type="checkbox"/>	<input type="checkbox"/>	

The following section must be completed for each income source listed as YES. If a household member has more than one source of income from the same question, use a separate line for each source. Failure to complete this area in its entirety will delay the process of the applicants' approval to live at this property. Please add an additional page if more room is needed.





Question #	SOURCE(S) OF INCOME: NAME OF EMPLOYER OR SOURCE OF FUNDS, START DATE, AND ADDRESS, PHONE & FAX NUMBERS (i.e. employers, public assistance office, social security, pension fund, etc.)					
	Name:			Address:		
	Start Date:		Phone:		Fax:	
	Name:			Address:		
	Start Date:		Phone:		Fax:	
	Name:			Address:		
	Start Date:		Phone:		Fax:	
	Name:			Address:		
	Start Date:		Phone:		Fax:	

**HOUSEHOLD ASSETS (NOTE: All information will be verified by a third party)**

	DO YOU HAVE MONEY HELD IN:	YES	NO	AMOUNT
1.	Checking accounts	<input type="checkbox"/>	<input type="checkbox"/>	\$
2.	Savings accounts	<input type="checkbox"/>	<input type="checkbox"/>	\$
3.	Certificates of deposit (CDs), money market accounts or treasury bills	<input type="checkbox"/>	<input type="checkbox"/>	\$
4.	Stocks, bonds, mutual funds or securities	<input type="checkbox"/>	<input type="checkbox"/>	\$
5.	Any capital gains (assets sold in excess of purchase price) during the previous 12 months	<input type="checkbox"/>	<input type="checkbox"/>	\$
6.	Trust Funds	<input type="checkbox"/>	<input type="checkbox"/>	\$
7.	IRA, KEOGH or other retirement accounts	<input type="checkbox"/>	<input type="checkbox"/>	\$
8.	Cash on hand over \$500 (other than money previously reported in checking or savings)	<input type="checkbox"/>	<input type="checkbox"/>	\$
9.	Real estate, rental property, (land contracts/contract for deed or other real estate holdings)	<input type="checkbox"/>	<input type="checkbox"/>	\$
10.	Have you sold, disposed or given away any property in the last two years? (i.e., charitable contributions > \$500)	<input type="checkbox"/>	<input type="checkbox"/>	\$
11.	Personal property held as an investment (such as paintings, coins, art work or antiques)	<input type="checkbox"/>	<input type="checkbox"/>	\$
12.	Whole or universal life insurance policies (not including term policies)	<input type="checkbox"/>	<input type="checkbox"/>	\$
13.	Pre-Paid Debit Card (Store Value/EBT Card/Reliacard)	<input type="checkbox"/>	<input type="checkbox"/>	\$
14.	A safe deposit box with a monetary content of \$500 or more	<input type="checkbox"/>	<input type="checkbox"/>	\$

The following section must be completed for each asset source listed as YES. If you have more than one source of asset from the same question, use a separate line for each source. Failure to complete this area in its entirety will delay the process of the applicants' approval to live at this property. Please add an additional page if more room is needed.

Question #	SOURCE(S) OF ASSETS: NAME OF INSTITUTION, ADDRESS, ACCOUNT NUMBER, INTEREST RATE & PHONE NUMBER/FAX NUMBER (i.e. employers, public assistance office, social security, pension fund, etc.)					
	Institution:			Address:		
	Account No.:		Interest Rate:		Phone:	Fax:
	Institution:			Address:		
	Account No.:		Interest Rate:		Phone:	Fax:
	Institution:			Address:		
	Account No.:		Interest Rate:		Phone:	Fax:
	Institution:			Address:		
	Account No.:		Interest Rate:		Phone:	Fax:



If **Yes** was answered to Question 10, Please complete the following:

I/we certify that I/we ☐ have or ☐ have not sold or disposed of any asset for less than Fair Market Value during the two year (24 month) period preceding the date of this application. Any assets sold or disposed of for less than Fair Market Value are identified below.

Description	Assets Estimated Value	Date Sold / Disposed of	Amount Received
	\$		\$
	\$		\$

(Examples would include real estate sold for less than fair market rent or a sizeable charitable donation)

#### APPLICANT RESPONSIBILITIES:

*All Questions that were answered "Yes" will need to be verified through the appropriate third-party sources. It will be your responsibility to provide management with all the necessary information to properly process your application and in the future, to verify your on-going eligibility as required. You will be asked to provide the names, addresses, phone number and fax numbers, account numbers (where applicable) and any other information that may be necessary in order to expedite the verification process.*

*Upon review of the information management receives, you will be provided with a separate verification form for each source that requires verification that you will need to sign and date. You will not be asked to sign a blanket verification form nor will you be asked to sign any blank verification forms.*

#### SIGNATURE:

I understand that management is relying on this information to prove my household's eligibility which is required by the funding sources under which this property operates. I certify that all information and answers provided are true and complete to the best of my knowledge. I consent to release the necessary information to determine my eligibility. I further understand that providing false information or making false statements may be grounds for denial of my application. I also understand that such action may also result in criminal penalties.

I consent to have management verify the information contained in this application for the purposes of proving my eligibility for occupancy. I also authorize (if required) management to perform a credit check and criminal background check for purposes of further proving my eligibility for occupancy. I will provide all necessary information and expedite this process in any way possible. I understand that my occupancy is also contingent on meeting management's resident selection criteria and other program requirements.

\_\_\_\_\_  
Applicant/Resident Signature

\_\_\_\_\_  
Date

### COUNCIL ACTION FORM

**AGENDA ITEM: Memorandum of Understanding for shared use of a fire extinguisher training prop.**

**HISTORY:** Last fall, the department applied for the FEMA Fire Prevention and Safety Grant for the purchase of a Bullex fire extinguisher training prop. To receive higher point consideration, the departments of Colo and Nevada discussed sharing the prop in each community applying as a regional grant. A regional grant has a higher probability of success. FEMA requires a written MOU among the departments to demonstrate the partnership between the two regional partners is legitimate. If awarded, the prop will be housed at the Nevada FD.

The fire department has tried unsuccessfully for at least five years to obtain funding needed for this training prop. The Bullex fire extinguisher training prop is a realistic looking fire extinguisher which uses a beam of light interacting with a LED screen to provide a virtual fire extinguishing experience. The prop and all attachments costs \$17,000. This training device will enhance our community risk reduction activities and allow many people to train on fire extinguishers without costs if awarded by FEMA.

The fire department has a high demand for this type of training. We do not provide real fire extinguisher training anymore due to costs and clean up along with the risks associated with using real fire.

**OPTIONS:**

1. Approve Resolution No. 012 (2022/2023): A resolution to approve MOU with Colo Fire Department to allow Colo and Nevada to share a training prop if awarded.
2. Reject the MOU.
3. Reject the MOU and direct staff to apply for the grant the following year.

**STAFF'S RECOMMENDED ACTION:** The Director of Fire and EMS recommend approval of the MOU.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1, accepting the memorandum of understanding between Colo and the Nevada fire department.

**RESOLUTION NO. 012 (2022/2023)**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF NEVADA FIRE DEPARTMENT, NEVADA, IOWA AND CITY OF COLO FIRE  
DEPARTMENT, COLO, IOWA, AUTHORIZING AND DIRECTING  
SIGNING OF THE MOU FOR FP&S GRANT**

WHEREAS; the City of Nevada has applied for the FP&S grant for a fire extinguisher training prop; and

WHEREAS, the City has agreed to collaborate with the City of Colo, Iowa, to assist in the education of citizens in local communities on fire extinguisher use; and

WHEREAS, the designated lead agenda, Nevada, accepts full responsibility for the performance of the collaborative organizations/agencies; and

WHEREAS, the City of Nevada and the City of Colo are desirous of entering into the Memorandum of Understanding for the Fire Extinguisher Prop, as presented in the attached Exhibit A, 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 City of Colo per the attached Exhibit
- Authorizes the Mayor, Fire Chief and City Clerk to sign the Memo on behalf of the City.

Passed and approved this 25<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

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

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF NEVADA FIRE DEPARTMENT**  
**AND THE CITY OF COLO FIRE DEPARTMENT**

**A. Purpose:** Given that fire is a growing concern among the communities of Nevada, Iowa and Colo, Iowa; and whereas, the U.S. Fire Administration has called upon local communities to take an active role in the prevention of fire risks, this agreement allows for the regional use of a grant-funded fire extinguisher training prop among both communities of Nevada and Colo, within the State of Iowa.

**B. Roles and Responsibilities:** The City of Nevada agrees to apply for the FP&S grant, serve as the grant administrator for the parties in the event the grant is approved, and further agrees to collaborate with the City of Colo to educate citizens in each community on fire extinguisher use. The City of Nevada further agrees to maintain and permanently house the fire extinguisher training prop. The trained firefighter instructors within the City of Nevada fire department will obtain training from the vendor and properly train members of the Colo fire department. Any percentage match required by the grant program will be paid 100% by the City of Nevada. The City of Nevada will utilize city procurement processes to acquire the training prop listed.

The City of Colo agrees to participate in training using the fire extinguisher prop. The City of Colo does not have any fiscal obligation towards this shared training prop. The City of Colo further agrees to use the training prop within the guidelines established by the manufacturer and within grant requirements and agrees to provide any reporting information to the City of Nevada in a timely manner and in compliance with grant requirements.

**C. Accountability:** The City of Nevada agrees to keep statistical data on each community usage levels and further agrees to comply with FP&S grant reporting requirements.

**D. Time Period:** This agreement shall remain in place until such time as the normal life of the fire extinguisher training prop or other resources are provided, purchased, or obtained to separate from this grant funded prop. However, as is the case in other emergency responses between our two cities, it is the fire chief's commitment to partner in the facets of prevention, community risk reduction, and emergency fire response between our two communities to combat the limitations of resources which may or may not be present.

**E. Responsibility:** The designated lead agency (Nevada) accepts full responsibility for the performance of the collaborative organizations/agencies. This Memorandum of Understanding is the complete agreement between Nevada and Colo and may be amended only by written agreement signed by each of the parties involved. The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.

**Agency A: City of Nevada**

\_\_\_\_\_  
Fire Chief Raymond Reynolds

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

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

**Agency B: City of Colo**

\_\_\_\_\_  
Fire Chief Dennis Clatt

\_\_\_\_\_  
Brent Bappe, Mayor

\_\_\_\_\_  
Amy Kohlwes, City Clerk



**ORDINANCE NO. 1023 (2022/2023)**

**AN ORDINANCE AMENDING THE CITY CODE OF NEVADA, IOWA, BY ADDING CHAPTER 158 (PROPERTY MAINTENANCE AND RESIDENTIAL RENTAL CODE)**

WHEREAS, the City of Nevada (the "City") desires to establish minimum regulations regarding the conditions and maintenance of rental properties, buildings and structures. Ensuring that rental structures, buildings, and properties are safe, sanitary and fit for occupation and use; and

WHEREAS, the City adopts the International Property Maintenance Code pursuant to Iowa Code Chapter 562A; and

WHEREAS, the City held several workshops after the first proposed Chapter on March 28<sup>th</sup>, 2022; and

WHEREAS, the City deems it to be in the best interest of the City, in order to promote and protect the public health, safety, morals and general welfare of the citizens of the City of Nevada, to adopt new municipal code chapter 158.

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

**SECTION 1. ADD NEW CHAPTER 158 (PROPERTY MAINTENANCE AND RESIDENTIAL RENTAL CODE).** The Code of Ordinances of the City of Nevada, Iowa, is amended by adding new Chapter 158 Property Maintenance and Residential Rental Code, as follows:

**CHAPTER 158: PROPERTY MAINTENANCE AND RESIDENTIAL RENTAL CODE**

**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 of 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 of 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 approve 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.*

**SECTION 2. REPEALER.** All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

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

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

Passed First Reading by the City Council of Nevada, Iowa, 25<sup>th</sup> day of July, 2022.

Passed Second Reading by the City Council of Nevada, Iowa, the \_\_ day of \_\_, 2022.

**PASSED AND ENACTED** by the City Council of Nevada, Iowa, the \_\_ day of \_\_, 2022.

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Brett Barker, Mayor

ATTEST:

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Kerin Wright, City Clerk

\*Ordinance was originally placed on the March 28, 2022 agenda for first reading. Council tabled the reading until residents could comment on the proposed ordinance.

After several workshops, the revised ordinance was presented for first reading:

**1<sup>st</sup> Reading – July 25, 2022**

Motion by Council Member \_\_, seconded by Council Member \_\_, first reading of Ordinance No. 1023 (2022/2023).

AYES:                    —  
NAYS:                   —  
ABSENT:               —

**2<sup>nd</sup> Reading –**

Motion by Council Member \_\_, seconded Council Member \_\_, to approve the second reading of Ordinance No. 1023 (2022/2023).

AYES:                    —  
NAYS:                   —  
ABSENT:               —

**3<sup>rd</sup> Reading –**

Motion by Council Member \_\_, seconded by Council Member \_\_, to approve the third reading of Ordinance No. 1023 (2022/2023)

AYES:                    —  
NAYS:                   —  
ABSENT:               —

RESOLUTION NO. 013 (2022/2023)

Resolution Authorizing Development Agreement with WB Realty Company, L.L.C.

WHEREAS, the City of Nevada, Iowa (the “City”), has previously established the Nevada Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, a certain economic development grant agreement (the “Agreement”) between the City and WB Realty Company, L.L.C. (the “Developer”) has been prepared pursuant to which the Developer would renovate the former Budget Inn Hotel into low and moderate income housing on certain real property situated in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide an economic development grant (the “Grant”) to the Developer in a total amount not exceeding \$20,000 in order to pay a portion of the costs of the Project; and

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

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

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

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

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

- (a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;
- (b) The Project will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities for families of low and moderate income, which are warranted in comparison to the amount of the proposed Grant.

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



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

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

Passed and Approved this July 25, 2022.

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Brett Barker, Mayor

Attest:

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Kerin Wright, City Clerk

AUTHORIZING DEVELOPMENT  
AGREEMENT

(WB Realty Company, L.L.C.)

Nevada, Iowa

420131-111

July 25, 2022

The City Council of the City of Nevada, Iowa, met at the City Hall Council Chambers, in the City of Nevada, at 6 p.m., on July 25, 2022. The meeting was called to order and there were present the Mayor in the chair, and the following named Council Members:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The matter of authorizing an Economic Development Grant Agreement between the City and WB Realty Company, L.L.C. was considered by the Council.

Whereupon, Council Member \_\_\_\_\_ introduced a proposed resolution entitled: "Resolution Authorizing Development Agreement with WB Realty Company, L.L.C.," and moved that the said resolution be adopted, seconded by Council Member \_\_\_\_\_ and after due consideration thereof by the Council, the Mayor put the question on the motion for adoption of the said resolution and, the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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



July 7, 2022

**Via Email**

Kerin Wright  
City Clerk/City Hall  
Nevada, Iowa

Re: Resolution Authorizing Development Agreement  
WB Realty Company, L.L.C.  
Our File No. 420131-111

Dear Kerin:

Attached please find a resolution approving the economic development grant agreement with WB Realty Company, L.L.C. Please review the details in the Resolution to ensure that they match the City's current circumstances.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings.

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

Kind regards,

Amy Bjork

Attachment

cc: Jordan Cook

## ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and WB Realty Company, L.L.C. (the "Developer") as of \_\_\_\_\_, 2022 (the "Commencement Date").

WHEREAS, the Developer has proposed to undertake the renovation and redevelopment (the "LMI Housing Project") of the former Budget Inn Hotel situated at 1521 S G Avenue (the "Property") in the City into an apartment complex containing twenty-four (24) units and to rent the units for occupancy to families of low and moderate income ("Low and Moderate Income") as defined by the Low Income Housing Tax Credit Program (the "LIHTC Program") administered by the Iowa Finance Authority; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of an economic development grant (the "Economic Development Grant") to be used by the Developer in paying the costs of constructing and maintaining the LMI Housing Project; and

WHEREAS, the City submitted a grant application to the Story County Housing Trust ("SCHT") for a SCHT Grant (the "SCHT Grant") for the LMI Housing Project; and

WHEREAS, the SCHT Grant application (the "Grant Application") was approved for the LMI Housing Project by SCHT and accepted by the City upon the terms and conditions set out by SCHT in the contract (the "SCHT Grant Contract") attached hereto as Exhibit A; and

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

NOW THEREFORE, the parties hereto agree as follows:

### **A. Developer's Covenants**

**1. Project Construction; Certificate of Occupancy.** The Developer agrees to construct the LMI Housing Project on the Property. The Developer agrees that the LMI Housing Project will consist of an apartment complex of twenty-four (24) units that will be occupied by families of Low and Moderate Income as defined by the LIHTC Program. The Developer agrees to complete construction of the LMI Housing Project by \_\_\_\_\_, 2022.

The Developer shall take all action necessary to lawfully obtain a Certificate of Occupancy for the completed LMI Housing Project from the City's zoning administrator by September 15, 2022.

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

**3. Economic Development Grant; SCHAT Grant.** The Developer agrees to apply the proceeds of the Economic Development Grant to the costs of the LMI Housing Project.

The Developer agrees that the proceeds of the SCHAT Grant will be disbursed in accordance with the SCHAT Grant Contract. The Developer agrees to cooperate with the City to provide the necessary documentation required by the SCHAT Grant Contract in order for the City to receive the funds of the SCHAT Grant Contract. The Developer agrees to apply the proceeds of the SCHAT Grant to the reimbursement of the costs of the LMI Housing Project.

**4. Developer's Annual Report.** The Developer agrees to submit an annual report (the "Annual Report") to the satisfaction of the City by no later than each June 1 during the Term (as hereinafter defined) of this Agreement, commencing June 1, 2023 and continuing through and including June 1, 2027, demonstrating, to the satisfaction of the City, that the units comprising the LMI Housing Project are being occupied by families of Low and Moderate Income as defined by the LIHTC Program.

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

- (i) Failure by the Developer to complete construction of the LMI Housing Project and obtain a Certificate of Occupancy for the LMI Housing Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- (iii) Failure by the Developer to comply with Sections A.3 and A.4 of this Agreement.
- (iv) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold disbursement of the proceeds of the Economic Development Grant and/or the SCHAT Grant provided for under Section B.1 below.

- (iii) Recover an amount equal to the full amount of the Economic Development Grant and/or the SCHAT Grant previously made to the Developer under Section B.1 hereof. The City may take any action, including any legal action it deems necessary, to recover such amount from the Developer.

**B. City's Obligations**

1. **Economic Development Grant; SCHAT Grant.** Within thirty (30) days of the Commencement Date, the City agrees to advance the proceeds of the Economic Development Grant to the Developer in an amount equal to \$20,000.

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

**C. Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party.

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the final grant disbursement is made to the Developer.

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

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

CITY OF NEVADA, IOWA

By: \_\_\_\_\_  
Brett Barker, Mayor

Attest:

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

WB REALTY COMPANY, L.L.C.

By: \_\_\_\_\_  
[Name, Title]



**EXHIBIT A**  
**SCHT GRANT CONTRACT**

**RESOLUTION NO. 014 (2022/2023)**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NEVADA,  
IOWA AND NEVADA FOUNDATION, NEVADA, IOWA FOR HUMAN SERVICES**

WHEREAS, The City of Nevada, Iowa ("City") and the Nevada Foundation, an Iowa nonprofit corporation (the "Foundation") desire to enter into an agreement for the Human Services Fund; and

WHEREAS, the Foundation is an Iowa nonprofit corporation organized and incorporated for the purpose of bettering the City of Nevada, contributing to the growth and vitality of the City and improving the quality of life for City residents; and

WHEREAS, the City desires to provide the Foundation with funds to support and incentivize the Foundation to continue to provide services, activities and resources to improve the quality of life for its residents and improve human services opportunities; and

WHEREAS, The City and the Foundation desire to enter into this agreement whereby the City will make a grant to the Foundation to be used in furtherance of providing services, activities, and resources to improve the quality of life for its residents, pursuant to the terms and conditions of the attached agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Agreement for the Nevada Foundation-Human Services Fund (Exhibit A attached) between the City of Nevada and the Nevada Foundation, Nevada, Iowa. The Mayor and City Clerk is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 25<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

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

**AGREEMENT FOR THE NEVADA FOUNDATION—  
HUMAN SERVICES FUND**

THIS AGREEMENT is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Nevada, Iowa (the “City”), a municipality established pursuant to the Code of Iowa, and The Nevada Foundation, an Iowa nonprofit corporation (the “Foundation”).

WHEREAS, the Foundation is an Iowa nonprofit corporation organized and incorporated for the purpose of bettering the City of Nevada, contributing to the growth and vitality of the City, and improving the quality of life for City residents; and

WHEREAS, the City desires to provide the Foundation with funds to support and incentivize the Foundation to continue to provide services, activities, and resources to improve the quality of life for its residents and improve human services opportunities; and

WHEREAS, the City and the Foundation desire to enter into this Agreement whereby the City will make a grant to the Foundation to be used in furtherance of providing services, activities, and resources to improve the quality of life for its residents, pursuant to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Foundation Representations and Warranties. The Foundation makes the following representations and warranties:

- a. The Foundation is an Iowa non-profit organization, duly organized and validly existing under Iowa law.
- b. The Foundation is technically and professionally qualified to provide services and resources that benefit the City’s residents.
- c. The Foundation shall operate its business and expend all grant funds received from the City under this Agreement in compliance with all federal, state, and local laws, regulations, and ordinances, and shall not discriminate against any applicant, employee or funding recipient because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.
- d. The Foundation’s use of grant funds received under this Agreement shall further the Foundation’s ability to provide services and resources that meet the following criteria (which may be referred to as “Human Services”):
  - i. The project, service or resource provided shall demonstrably and objectively support the primary human needs of either food, clothing and shelter;
  - ii. The project, service or resource provided shall be for City of Nevada, Iowa residents or businesses operating in the City of Nevada, Iowa corporate limits;
  - iii. The project, service or resource provided shall support and sustain the City public as a whole.

2. Award of Funds. For and in consideration of the Foundation's commitments and obligations under this Agreement, the City agrees to award a one-time grant for fiscal year 2022/2023 in the amount of \$40,000.00 to the Foundation to be used to fund recipient grants in accordance with the provisions of this Agreement and within the accepted definition of public purpose. The City reserves the right to determine the method and time for distribution of such amounts. The City reserves the right to amend its budget with regard to human services, in which case the City may elect to cancel this grant award.

3. Evaluation and Audit.

(A) The funds provided to the Foundation are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this Agreement and all standards governing grants and disbursements for public purposes. The Foundation agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with the grant funds. The records of the Foundation, including, but not limited to payroll accounts and other records deemed appropriate to determine compliance, shall be made available to the City and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.

(B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before June 1 of the relevant fiscal year, the Foundation shall submit to the City a Final Report, along with detailed reports showing its activities for the relevant period while receiving grant funds. The detailed information shall include an itemized list of expenditures made by the Foundation, along with the Recipient Agreements for such Grant Funds, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and the purpose of the payment.

4. Media. The Foundation agrees to give the City credit for any and all services or projects which are funded in whole or in part by the grant funds set forth in this Agreement. The Foundation further agrees to provide, when possible, photos of the services provided and/or projects completed with the use of these grant funds, which the City may use for public purposes.

5. Extension. In the event the Foundation is unable, for reasons outside their control, to complete the services and/or project for which the grant funds were awarded in Section 2 on or before June 30, 2023, the Foundation may request an extension of time from the City. Such extension may be approved or denied by the City, in the City's sole discretion.

6. Return of Unused Grant Funds. In the event the Foundation does not utilize all grant funds for the purposes set forth in Section 1 on or before June 30, 2023, the Foundation shall immediately return said funds to the City.

7. Discrimination. In carrying out its services or project, the Foundation shall not discriminate against any employee, applicant for employment, program participant or program beneficiary because of race, creed, color, sex, national origin, religion, or disability.

8. Termination. If, for any cause, the Foundation shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Foundation shall violate any of the terms of this Agreement, the City shall have the right to terminate this Agreement by giving written notice by ordinary first-class mail to the Foundation, notifying the Foundation of the termination and specifying the effective date thereof. The City reserves the right to demand and receive a refund of all funds advanced to the Foundation in the event of termination. This Agreement shall not be assigned by the Foundation and shall be binding upon the Foundation's executors, administrators, creditors and successors, if any.

9. Non-Appropriation/Limitation of Grants. The award of grant funds set forth in Section 2 above are subject to appropriation by the City Council. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or legal opinion to create, or result in the creation of a legal indebtedness or continued legal obligation of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

10. Conflicts of Interest. The Foundation will make commercially reasonable efforts to ensure that no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to any potential Human Services Projects undertaken in connection with this Agreement, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with any project that receives grant funds.

11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, the Foundation has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

CITY OF NEVADA, IOWA

By: \_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

By: \_\_\_\_\_  
Kerin Wright, City Clerk

THE NEVADA FOUNDATION,  
An Iowa non-profit group

By: STEVE GRAY  
Name: Steve Gray  
Its: VICE-PRESIDENT



RESOLUTION NO. 015 (2022/2023)

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 Nevada, LLC Expansion Project previously approved in the July, 2022 Amendment to the Plan; and (3) facilitates the undertaking of a new urban renewal project in the Urban Renewal Area consisting of using tax increment financing to pay the costs of the construction of public infrastructure necessary for the development of a residential subdivision, 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 August 22, 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 July 25, 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 p.m., at the Nevada City Council Chambers, Nevada, Iowa, on August 22, 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:

DESCRIPTION:

BEING A PART OF LOT 3 IN THE WEST HALF OF THE NORTHEAST QUARTER AND LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 6, TOWNSHIP 83 NORTH, RANGE 22 WEST OF THE 5<sup>TH</sup> P.M., CITY OF NEVADA, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE S89°42'04"W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, ALSO BEING THE SOUTH LINE OF SAID LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 74.41 FEET, TO A POINT ON THE WEST LINE OF PARCEL F, AS FILED IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA AS INSTRUMENT NUMBER 2019-01680, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S89°42'04"W, ALONG SAID SOUTH LINE, 506.46 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE N00°14'56"W, ALONG THE WEST LINE OF SAID LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 768.23 FEET; THENCE N90°00'00"E, 796.52 FEET, TO THE EAST LINE OF LOT 3 IN THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE S00°06'18"W, ALONG THE EAST LINE OF LOT 3 IN THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 543.44 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE S89°54'20"W, ALONG THE NORTH LINE OF SAID PARCEL F, 285.32 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL F; THENCE S00°06'18"W, ALONG THE WEST LINE OF SAID PARCEL F, 221.68 FEET, TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 12.59 ACRES, WHICH INCLUDES 0.44 ACRE OF EXISTING ROAD RIGHT-OF-WAY.

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 Nevada, LLC Expansion Project previously approved in the July, 2022 Amendment to the Plan; and (2) facilitates the undertaking of a new urban renewal project in the Urban Renewal Area consisting of using tax increment financing to pay the costs of the construction of public infrastructure necessary for the development of a residential subdivision.

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  
(August, 2022 Addition)

DESCRIPTION:

BEING A PART OF LOT 3 IN THE WEST HALF OF THE NORTHEAST QUARTER AND LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 6, TOWNSHIP 83 NORTH, RANGE 22 WEST OF THE 5<sup>TH</sup> P.M., CITY OF NEVADA, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE S89°42'04"W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, ALSO BEING THE SOUTH LINE OF SAID LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 74.41 FEET, TO A POINT ON THE WEST LINE OF PARCEL F, AS FILED IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA AS INSTRUMENT NUMBER 2019-01680, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S89°42'04"W, ALONG SAID SOUTH LINE, 506.46 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE N00°14'56"W, ALONG THE WEST LINE OF SAID LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 768.23 FEET; THENCE N90°00'00"E, 796.52 FEET, TO THE EAST LINE OF LOT 3 IN THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE S00°06'18"W, ALONG THE EAST LINE OF LOT 3 IN THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 543.44 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE S89°54'20"W, ALONG THE NORTH LINE OF SAID PARCEL F, 285.32 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL F; THENCE S00°06'18"W, ALONG THE WEST LINE OF SAID PARCEL F, 221.68 FEET, TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 12.59 ACRES, WHICH INCLUDES 0.44 ACRE OF EXISTING ROAD RIGHT-OF-WAY.

SET DATE FOR HEARING ON  
EXPANDED URBAN RENEWAL AREA  
DESIGNATION AND URBAN RENEWAL  
PLAN AMENDMENT

420131-108

Nevada, Iowa

July 25, 2022

The City Council of the City of Nevada, Iowa, met on July 25, 2022, at 6:00, p.m., at the City Hall Council Chambers, in the City, for the purpose of setting a date for a public hearing on the designation of an expanded urban renewal area and on a proposed urban renewal plan amendment.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Mayor announced that an amendment to the boundaries of the Nevada Urban Renewal Area had been prepared, along with an amendment to the urban renewal plan for the area, and that it was now necessary to set a date for a public hearing on the proposed amended area and proposed amendment to the urban renewal plan. Accordingly, Council Member \_\_\_\_\_ moved the adoption of the following resolution entitled "Resolution Setting Date for Public Hearing on Designation of the Expanded Nevada Urban Renewal Area and on Urban Renewal Plan Amendment," and the motion was seconded by Council Member \_\_\_\_\_. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

July 21, 2022

**VIA EMAIL**

Kerin Wright  
City Clerk/City Hall  
Nevada, IA

Re: Nevada Urban Renewal Area (August, 2022 Addition)  
Our File No. 420131-108

Dear Kerin:

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 August 18, 2022. Please print a separate copy of the notice for delivery to the newspaper and email a copy of the published notice to [orngard.severie@dorsey.com](mailto:orngard.severie@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, Erin Regan, Severie Orngard or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Jordan Cook



July 21, 2022

**VIA EMAIL**

Kerin Wright  
City Clerk/City Hall  
Nevada, IA

Re: Nevada Urban Renewal Area Amendment/Consultation Session  
Our File Number: 420131-108

Dear Kerin:

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 August 22, 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 6<sup>th</sup> Street  
Nevada, Iowa 50201

Superintendent  
Nevada Community School District  
825 15<sup>th</sup> Street  
Nevada, Iowa 50201

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

Kind regards,

Amy Bjork

Attachment

cc: Jordan Cook

[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 August 22, 2022, and a copy of the notice of hearing is enclosed for your information.

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

Enclosure

July 26, 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 August 22, 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 August 22, 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

August, 2022

The Urban Renewal Plan (the “Plan”) for the Nevada Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purposes of (1) adding certain real property to the Urban Renewal Area; (2) updating the description of the Verbio Nevada, LLC Expansion Project; and (3) identifying a new urban renewal project 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 August, 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 Nevada, LLC Expansion Project.** The City approved the Verbio Nevada, LLC Expansion Project in the July, 2022 Amendment to the Plan. It is now necessary to update the description of the Verbio Nevada, LLC Expansion Project as follows:

**Name of Project:** Verbio Nevada, LLC Expansion Project

**Date of Council Approval of the Project:** July 25, 2022 and updated August 22, 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 \$100,000 (increased from \$50,000 in the July, 2022 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 description:

**Name of Project:** Henry Land II, LLC Housing Subdivision Project

**Date of Council Approval of the Project:** August 22, 2022

**Description of Project:** Henry Land II, LLC (the "Developer") has undertaken the construction of public infrastructure improvements (the "Infrastructure Project") necessary for the development of a residential subdivision (the "Housing Project") on the Property (defined in Section 1 of this Amendment).

The addition of new residential housing in the City will enhance the quality of life in the City thereby resulting in additional economic development in the City.

It has been requested that the City provide tax increment financing assistance to the Developer to reimburse its efforts to complete the Infrastructure Project.

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

**Description of Use of TIF:** The City intends to enter into a development agreement with the Developer with respect to the Infrastructure Project and the Housing Project and to provide an economic development grant (the "Grant") to the Developer thereunder. The Grant will be funded with borrowed funds and/or an internal advance of funds. In any case, the City's obligations (the "Obligations") will be repaid with future 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 Infrastructure Project, including the Grant (\$1,500,000), the Admin Fees (\$15,000) and the LMI Set Aside (\$760,500) (as described below) will not exceed \$2,275,500, plus any interest incurred by the City on the Obligations.

**LMI Set Aside:** Pursuant to the provisions of Section 403.22 of the Code of Iowa, the City will provide low and moderate income family housing assistance in its area of operation in an amount not less than 50.70% of the incremental property tax revenues applied to the Infrastructure Project.

**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>\$11,340,000</u>	
Proposed TIF debt to be incurred under the August, 2022 Amendment*:	<u>\$ 2,275,000</u>	(Henry Project)
	<u>\$ 155,000</u>	(Verbio Project)
	<u>\$ 2,430,500</u>	(Total)

\*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  
(August, 2022 Addition)

DESCRIPTION:

BEING A PART OF LOT 3 IN THE WEST HALF OF THE NORTHEAST QUARTER AND LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 6, TOWNSHIP 83 NORTH, RANGE 22 WEST OF THE 5<sup>TH</sup> P.M., CITY OF NEVADA, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE S89°42'04"W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, ALSO BEING THE SOUTH LINE OF SAID LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 74.41 FEET, TO A POINT ON THE WEST LINE OF PARCEL F, AS FILED IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA AS INSTRUMENT NUMBER 2019-01680, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S89°42'04"W, ALONG SAID SOUTH LINE, 506.46 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE N00°14'56"W, ALONG THE WEST LINE OF SAID LOT 3 IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 768.23 FEET; THENCE N90°00'00"E, 796.52 FEET, TO THE EAST LINE OF LOT 3 IN THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE S00°06'18"W, ALONG THE EAST LINE OF LOT 3 IN THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 543.44 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE S89°54'20"W, ALONG THE NORTH LINE OF SAID PARCEL F, 285.32 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL F; THENCE S00°06'18"W, ALONG THE WEST LINE OF SAID PARCEL F, 221.68 FEET, TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 12.59 ACRES, WHICH INCLUDES 0.44 ACRE OF EXISTING ROAD RIGHT-OF-WAY.



**COUNCIL ACTION FORM****AGENDA ITEM: Discussion and Appropriate Follow up regarding ATV/UTV Ordinance****DEFINITIONS:**

All-Terrain Vehicle (ATV) - Designed for going off-road, ATVs, also known as "quads" or "four wheelers", typically have four wheels, a straddle seating position and handlebars for steering. Rough paths, narrow trails, deep mud and steep inclines are usual terrain for many ATV riders. These vehicles are built to handle it all with low-pressure tires, tough suspension, the ability to maneuver through tight turns and increase to high speeds. ATVs have proven very useful in both work and recreational environments. They are capable of towing big loads for heavy-duty farm work and provide all the thrills you might expect when you let loose with it in nature.

Utility Task Vehicle (UTV) – also known as side-by-side is an off-road vehicle recognized by its 4-to-6 wheel design, its unique side-by-side bucket seat set-up (hence its name), and its steering-wheel and foot-pedal driving system. It often comes with similar features to a car like a roll bar or cage, and wind protection that creates an enclosed look. Designed with a sturdy protective exterior, these vehicles are a top choice for recreational adventuring outdoors; however, they have proven to be equally dependable when on the job. That's why they're also referred to as UTVs (utility task vehicles), which are technically designed for accomplishing work tasks. Today, farmers, ranchers and hunters make the most of a side-by-side's ability to haul big loads and carry impressive amounts of cargo from one destination to the next.

**HISTORY:**

In the past, Nevada has not allowed these operations in the community. There were several reasons why in the past which created the hesitation of allowing it. After discussing with staff, the concerns brought up were:

1. Age- the fear of having younger kids driving around town underage.
2. Pursuit- there are many areas ATV/UTV's can be navigated which would include yards or fields creating a pursuit.
3. Size- These are typically smaller vehicles. This could be detrimental in many ways due to the lack of protection on the vehicles, causing more serious injuries. Not being used to having these on the roads may cause people to take extra time to look or pay more attention to them than the road as well as not being used to reacting.
4. Regulating- May be difficult to regulate due to the maneuvering and access to smaller areas as well as have accountability.
5. Drinking and Driving

All of these were concerns staff had. The City has been in contact with several communities. All of which, to some degree had the same fears. After discussing the concerns, almost, if not all, had not experienced majority of the concerns we had. Some of the other scenarios pointed out

was the age factor, there are many kids that drive these vehicles back and forth to school so other factors needed to be put in place. Communities, for the most part, aside from the growing pains of a new ordinance have not had any issues that would cause for it to be a poor choice to allow. Many of these concerns can be addressed in the ordinance itself but for some of the other concerns such as drinking and driving, age and awareness will be a project for the City to help inform the public of the changes.

**OPTIONS:**

1. Instruct Staff to prepare an ordinance and bring back to Council for first reading
2. Instruct Staff to review other ordinances and present options to Council or to hold a work-session
3. Do nothing at this time, Council does not support an ordinance

**STAFF'S RECOMMENDED ACTION:**

Therefore, it is the recommendation of the Public Safety Department and City Staff that Council approves Option 1.

# **City Administrators Report**

July 7-21, 2022

## **Fieldhouse**

It is staked out! We are starting to move on the project. Color schemes have been presented to the Park Board. They are looking at breaking ground within the next week or so.

## **ARPA Funding**

We received 120k grant from Story County through their ARPA program. Previously we were going to use this for the lift station but since we are not needing one, I am not sure we can keep the money. I will be reaching out to one of the Supervisors to see if we have any options available to us. It would be nice if we could utilize it in some other aspect.

## **FEMA Extension**

I turned in another extension form to FEMA for the Evergreen Lane property, I asked for a three-month extension. We were having issues finding contractors to provide estimates which really delayed getting the projects done. We finally received estimates for the last portion, this was the cast iron smaller fence on the roof. It will be nice when we are able to close the project out. Aside from evergreen, we will have one more project to complete before everything is closed. This is Hattery Park.

## **Leadership**

Leadership Academy was today. Enjoyed the tour of the hospital. I have been there a couple of times but because I came during COVID, I never had a tour. It truly is amazing the facility we have in our community. It was fun to see everything and what they have to offer.

## **League of Cities**

League of Cities was last week. Enjoyed participating in the classes. One of the classes went over the current state of economics. He is an Iowa State instructor and I have actually heard him speak at the AEDC meeting. There has not been much change in the course of 2 months since the last time I heard him but it was still interesting. There were many sessions on Equity, Diversity and inclusion as well. This has been a popular and serious topic for several sessions now.

## **Auditors**

Had our meeting with the auditors. We are once again, being docked for the Ad-hoc services but hopefully with the new change it will be different next year. I am a little frustrated with their services at the time but we are out of luck for this year on going out to bid for a new auditor as we are too close to our next audit. Kerin and I will talk and see if this is something we would like to do for the following year.

## **Iowa Volunteer**

Met with several people from the area to discuss Volunteer Iowa. This meeting discussed expanding the volunteer base, how to develop and improve the programs and how to create a culture or climate for the service where it comes a priority.

## **Vacant Building review**

I sat in on the vacant building review, there were only a couple of people that showed up for it but we had good conversations. The next one will be August 1<sup>st</sup> at 6:30 pm.

### **Food For thought**

This week was the last week for Food for Thought. I found myself looking forward to it every Monday and had a really fun time serving food at the Highschool. I will look forward to it for next year.

### **UPDATES:**

#### **Employee Picnic**

Employee picnic was last Friday. We didn't have as large of a turnout as expected but we still had a good crowd.

#### **Lincoln HWY Days**

Continuing to meet, next meeting is July 8.

#### **Marco Copiers/printers**

Presenting a new plan for us to condense.

#### **Summit Carbon Solutions**

August 8<sup>th</sup> presentation

### **MONTHLY/WEEKLY STANDING MEETINGS**

Brenda (NEDC)

NEDC Exec

Lincoln Highway days (Rescheduled)

Mainstreet (missed-League of Cities Summer Conference)

Meeting with Barb

Pizza Pie Looza



## **STAFF MEETING AGENDA**

**Monday, July 18 @ 9:00 A.M**

### **A. Old Business**

- a. City Administrator
  - i. Cameras-Verkada (City Hall)
  - ii. Walkability assessment (August 4<sup>th</sup>)
  - iii. ATV/UTV (Discussion)
  - iv. Engineering (new description)
  - v. Employee get together (picnic)
  - vi. EDA grant (trunk sewer)
  - vii. Vacant Building Ord. (discussion)
  - viii. Housing Development (discussion)
  - ix. Development Agreements (discussion)
  - x. SCMC (information)

